



City of Round Rock

City Council

Meeting Agenda

Alan McGraw, Mayor
George White, Mayor Pro-Tem, Place 2
Craig Morgan, Place 1
Frank Leffingwell, Place 3
Will Peckham, Place 4
John Moman, Place 5
Kris Whitfield, Place 6

Thursday, February 26, 2015

7:00 PM

City Council Chambers, 221 East Main St.

A. CALL REGULAR SESSION TO ORDER – 7:00 P.M.

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. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council. The Mayor may deny any presenter the opportunity to address the City Council if the presentation or comments offered is substantially repetitive of those previous made, per §2-26(b)(d), of the Round Rock Code of Ordinances, 2010 Edition.

E. APPROVAL OF MINUTES:

- E.1 [2015-2278](#) [Consider approval of the minutes for the February 2, 2015 Special Called City Council meeting and February 12, 2015 Regular City Council meeting.](#)

F. PRESENTATIONS:

- F.1 [2015-2291](#) [Consider a presentation from HDR Engineering regarding the Downtown Improvements Project.](#)
- F.2 [2015-2274](#) [Consider a presentation regarding the quarterly Transportation Capital Improvement Program \(TCIP\) update.](#)

G. APPOINTMENTS:

- G.1 [2015-2280](#) [Consider confirming the City Manager's appointment of 1 member to the Civil Service Commission to fill an unexpired term.](#)

H. RESOLUTIONS:

- H.1 [2015-2195](#) [Consider a resolution authorizing the Mayor to execute a System Purchase Agreement with Motorola Systems, Inc. to replace the Police Department's existing microwave system.](#)
- H.2 [2015-2277](#) [Consider a resolution authorizing the Mayor to execute an Agreement for Architectural Services and accompanying Supplemental Agreement No. 1 with Wiginton Hooker Jeffry, P.C. for the Lisa Rae Drive Fire Station Project.](#)
- H.3 [2015-2290](#) [Consider a resolution approving the Brushy Creek Regional Utility Authority reimbursing the City of Leander the amount of \\$1,724,620 for the acquisition of the Gross Tract.](#)
- H.4 [2015-2254](#) [Consider a resolution authorizing the Mayor to execute an Amended and Restated Out-of-City Wastewater Service Agreement with Jim Embree.](#)
- H.5 [2015-2255](#) [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Randall Jones Engineering for the Arterial "H" 16-inch Waterline Project.](#)
- H.6 [2015-2262](#) [Consider a resolution authorizing the Mayor to execute an Agreement with ACT Pipe and Supply for the purchase of water meter box anti-float lids.](#)
- H.7 [2015-2268](#) [Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in amending the Transportation Capital Improvement Program \(TCIP\).](#)
- H.8 [2015-2267](#) [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with HDR Engineering, Inc. for the Downtown Improvements Project.](#)
- H.9 [2015-2252](#) [Consider a resolution authorizing the Mayor to execute a Contract with Capital Excavation Company for the Creek Bend Boulevard Extension Project.](#)
- H.10 [2015-2253](#) [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 2 with Rodriguez Transportation Group, Inc. for the Seton Parkway Phase 2 Project.](#)

I. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

J. ADJOURNMENT

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 above, as authorized by Texas Government Code for the following purposes:

§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 this 20th day of February 2015 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Sara L. White, TRMC, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider approval of the minutes for the February 2, 2015 Special Called City Council meeting and February 12, 2015 Regular City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 2/26/2015

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 020115 Draft Special Called Minutes, 021215 Draft Minutes

Department: City Clerk's Office

Text of Legislative File 2015-2278

City of Round Rock
Meeting Minutes - Draft
City Council

Special Called Meeting

Monday, February 2, 2015

CALL SESSION TO ORDER

Mayor McGraw called the meeting to order at 1:35 p.m.

ROLL CALL

Present: 4- Mayor Alan McGraw
Councilmember Craig Morgan
Councilmember Will Peckham
Councilmember Kris Whitfield

Absent: 2 Mayor Pro-Tem George White
Councilmember John Moman

ELECTION CANVASS:

C.1 2015-2243 Consider the canvass of the January 24, 2015 Special Election.

Sara White, City Clerk presented the Council with the canvass of the special election. Council reviewed the precinct by precinct returns and had no questions. The presiding officer (Mayor McGraw) signed the canvass report making it official.

ADJOURNMENT

There being no further business, the meeting adjourned at 1:40 p.m.

Respectfully Submitted,

*Sara L. White
City Clerk*



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, February 12, 2015

CALL REGULAR SESSION TO ORDER – 7:00 P.M.

*The Round Rock City Council met in Regular Session on February 12, 2015 in the City Council Chambers, located at 221 E. Main Street.
Mayor McGraw called the meeting to order at 7:02 p.m.*

ROLL CALL

Present: 7 - Mayor Alan McGraw
Mayor Pro-Tem George White
Councilmember Craig Morgan
Councilmember Frank Leffingwell
Councilmember Will Peckham
Councilmember John Moman
Councilmember Kris Whitfield

Absent: 0

PLEDGES OF ALLEGIANCE

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

OATH OF OFFICE:

D.1 [2015-2244](#) Administration of the oath of office to the newly elected Councilmember for Place 3.
Mayor McGraw administered the Oath of Office to Frank Leffingwell.

The Council took a short recess for pictures and then reconvened. Councilmember Leffingwell took his seat on the dais and the meeting continued in the order of the agenda.

CITIZEN COMMUNICATION

There were no citizens wishing to speak at this meeting.

CONSENT AGENDA:

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

A motion was made by Councilmember Leffingwell, seconded by Councilmember Whitfield to approve the Consent Agenda. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Moman
Councilmember Whitfield

Nay: 0

Absent: 0

- F.1** [2015-2259](#) Consider approval of the minutes for the January 22, 2015 City Council meeting.
The minutes were approved under the Consent Agenda.
- F.2** [2015-2201](#) Consider a resolution approving an amendment to the 2014 - 2015 Community Development Action Plan and Budget.
This Resolution was approved under the Consent Agenda.
- F.3** [2015-2242](#) Consider a resolution authorizing the Mayor to execute a Non-Construction Advance Funding Agreement for an On System and Off System Intelligent Transportation Systems (ITS) Deployment Project with TxDOT.
This Resolution was approved under the Consent Agenda

RESOLUTIONS:

- G.1** [2015-2196](#) Consider a resolution calling the May 9, 2015 General Election.

Sara White, City Clerk made the staff presentation.

A motion was made by Mayor Pro-Tem White, seconded by Councilmember Whitfield, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Moman
Councilmember Whitfield

Nay: 0

Absent: 0

G.2 [2015-2211](#)

Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with S.J. Louis Construction of Texas, LTD for the University Boulevard (Phase I) and Parcel 150 (Phase II) 36-In Water Lines Project.

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

A motion was made by Councilmember Peckham, seconded by Councilmember Moman, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Moman
Councilmember Whitfield

Nay: 0

Absent: 0

G.3 [2015-2190](#)

Consider a resolution authorizing the Mayor to execute an Escrow Agreement with the Meridian World School, LLC. regarding cost participation for traffic improvements.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Morgan, seconded by Councilmember Whitfield, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Moman
Councilmember Whitfield

Nay: 0

Absent: 0

G.4 [2015-2203](#)

Consider a resolution authorizing the Mayor to execute a Contract with Austin Traffic Signal Construction Company, Inc. for the University Boulevard and Vizcaya Parkway Signal Improvements Project.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Peckham, seconded by Mayor Pro-Tem White, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Moman
Councilmember Whitfield

Nay: 0

Absent: 0

G.5 [2015-2223](#)

Consider a resolution determining that "Competitive Sealed Proposal" is the delivery method which provides the best value for the construction of Building "B" at the Round Rock Sports Center.

Travis Wilke, Construction Manager made the staff presentation.

A motion was made by Councilmember Whitfield, seconded by Councilmember Leffingwell, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Moman
Councilmember Whitfield

Nay: 0

Absent: 0

G.6 [2015-2224](#)

Consider a resolution determining that "Competitive Sealed Proposal" is the delivery method which provides the best value for the construction of the Rock N River Water Park Expansion Project.

Travis Wilke, Construction Manager made the staff presentation.

A motion was made by Councilmember Morgan, seconded by Councilmember Moman, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Moman
Councilmember Whitfield

Nay: 0

Absent: 0

G.7 [2015-2225](#)

Consider a resolution determining that "Competitive Sealed Proposal" is the delivery method which provides the best value for the construction of a new Fire Station located at 1612 Red Bud Lane.

Travis Wilke, Construction Manager made the staff presentation.

A motion was made by Councilmember Leffingwell, seconded by Councilmember Whitfield, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Moman
Councilmember Whitfield

Nay: 0

Absent: 0

G.8 [2015-2231](#)

Consider a resolution authorizing the Mayor to execute an Agreement for Purchase of Fire Apparatus Testing Services from Fire One, Inc.

Chad McDowell, General Services Director, made the staff presentation.

A motion was made by Councilmember Peckham, seconded by Mayor Pro-Tem White, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Moman
Councilmember Whitfield

Nay: 0

Absent: 0

G.9 [2015-2241](#)

Consider a resolution authorizing the Mayor to execute an agreement for Audio-Video Equipment with Ford Audio-Video Systems, LLC for installation of audio-video equipment for the Round Rock Sports Center.

Chad McDowell, General Services Director made the staff presentation.

A motion was made by Councilmember Leffingwell, seconded by Councilmember Whitfield, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
 Mayor Pro-Tem White
 Councilmember Morgan
 Councilmember Leffingwell
 Councilmember Peckham
 Councilmember Moman
 Councilmember Whitfield

Nay: 0

Absent: 0

G.10 [2015-2226](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to Silsbee Ford for the purchase of two (2) 2015 Ford F-450 Trucks.

Chad McDowell, General Services Director made the staff presentation.

A motion was made by Councilmember Peckham, seconded by Councilmember Moman, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
 Mayor Pro-Tem White
 Councilmember Morgan
 Councilmember Leffingwell
 Councilmember Peckham
 Councilmember Moman
 Councilmember Whitfield

Nay: 0

Absent: 0

G.11 [2015-2232](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to PathMark Traffic Products of Texas, Inc. for the purchase of a Premelter.

Chad McDowell, General Services Director made the staff presentation.

A motion was made by Councilmember Leffingwell, seconded by Councilmember Moman, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Moman
Councilmember Whitfield

Nay: 0

Absent: 0

G.12 [2015-2233](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to Freightliner of Austin for the purchase of two (2) 2016 Freightliner Vehicles.

Chad McDowell, General Services Director made the staff presentation.

A motion was made by Councilmember Leffingwell, seconded by Councilmember Whitfield, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Moman
Councilmember Whitfield

Nay: 0

Absent: 0

G.13 [2015-2235](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to Silsbee Ford for the purchase of nineteen (19) 2015 Ford F-Series Trucks.

Chad McDowell, General Services Director made the staff presentation.

A motion was made by Councilmember Whitfield, seconded by Councilmember Peckham, that this Resolution be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Moman
Councilmember Whitfield

Nay: 0

Absent: 0

ORDINANCES:**H.1 [2015-2204](#)**

Consider public testimony regarding and an ordinance rezoning 12.98 acres located on the east side of Greenhill Dr. and south of E. Old Settlers Boulevard from the Planned Unit Development (PUD) No. 75 zoning district to the LI (Light Industrial) zoning district.(First Reading)*

Brad Wiseman, Planning and Development Services Director made the staff presentation.

*Mayor McGraw opened the hearing for public testimony.
There being none, the public hearing was closed.*

A motion was made by Councilmember Peckham, seconded by Councilmember Moman, that this Ordinance be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Moman
Councilmember Whitfield

Nay: 0

Absent: 0

A motion was made by Councilmember Whitfield, seconded by Councilmember Morgan, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
Mayor Pro-Tem White
Councilmember Morgan
Councilmember Leffingwell
Councilmember Peckham
Councilmember Moman
Councilmember Whitfield

Nay: 0

Absent: 0

H.2 [2015-2205](#)

Consider public testimony regarding and an ordinance rezoning a 0.38 acre tract of land located on the southeast corner of the intersection of S. Mays Street and Milam Street from the MU-2 (Mixed-use downtown medium density) zoning district to the Planned Unit Development (PUD) No. 99 zoning district. (First Reading)*

Brad Wiseman, Planning and Development Services Director made the staff presentation.

Mayor McGraw opened the hearing for public testimony. There being none, the public hearing was closed.

A motion was made by Councilmember Peckham, seconded by Councilmember Morgan, that this Ordinance be approved. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
 Mayor Pro-Tem White
 Councilmember Morgan
 Councilmember Leffingwell
 Councilmember Peckham
 Councilmember Moman
 Councilmember Whitfield

Nay: 0

Absent: 0

A motion was made by Councilmember Morgan, seconded by Councilmember Peckham, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor McGraw
 Mayor Pro-Tem White
 Councilmember Morgan
 Councilmember Leffingwell
 Councilmember Peckham
 Councilmember Moman
 Councilmember Whitfield

Nay: 0

Absent: 0

APPOINTMENTS

I.1 [2015-2198](#) Consider 7 appointments to the 2015 Charter Review Commission.

Below is a poll of the Council regarding their appointments to the Charter Review Commission:

Mayor McGraw: Charlie Culpepper, Chairman

Mayor Pro-Tem White: Joanne Land

Councilmember Morgan: Karen Adair

Councilmember Leffingwell: Kristin Stevens

Councilmember Peckham: Scott Swindell

Councilmember Moman: Brent Baker

Councilmember Whitfield: Rufus Honeycutt

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

ADJOURNMENT

There being no further business, Mayor McGraw adjourned the meeting at 8:05 pm.

Respectfully Submitted,

*Sara L. White
City Clerk*



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider a presentation from HDR Engineering regarding the Downtown Improvements Project.

Type: Presentation

Governing Body: City Council

Agenda Date: 2/26/2015

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments:

Department: Transportation Department

Text of Legislative File 2015-2291



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider a presentation regarding the quarterly Transportation Capital Improvement Program (TCIP) update.

Type: Presentation

Governing Body: City Council

Agenda Date: 2/26/2015

Dept Director: Gary Hudder

Cost:

Indexes:

Attachments:

Department: Transportation Department

Text of Legislative File 2015-2274



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider confirming the City Manager's appointment of 1 member to the Civil Service Commission to fill an unexpired term.

Type: Appointment

Governing Body: City Council

Agenda Date: 2/26/2015

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2015-2280



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider a resolution authorizing the Mayor to execute a System Purchase Agreement with Motorola Systems, Inc. to replace the Police Department's existing microwave system.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/26/2015

Dept Director: Allen Banks, Chief of Police

Cost: \$248,166.00

Indexes: General Self-Financed Construction

Attachments: Resolution, Exhibit A

Department: Police Department

Text of Legislative File 2015-2195

The City's public safety radio communications system links to the Williamson county Radio Communication System with an outdated and aging microwave system. The existing system was not replaced when the County switched from an analog to a digital system in 2008. Williamson County began to address the need to upgrade the current system in 2013 when necessary replacement parts could not be located through normal vendors and were purchased on the secondary market. This project occurs in conjunction with a similar project at the County and Cedar Park.

The project will reconfigure the current layout into a county-wide loop that will provide greater resiliency for the system.

Council funded this \$248,166 project in November as part of a package of General Self-Financed Construction projects.

Cost: \$248,166.00

Source of Funds: General Self-Financed Construction

Staff recommends approval.

RESOLUTION NO. R-2015-2195

WHEREAS, the City of Round Rock (“City”) desires to purchase a Communications System for the Dispatch Microwave Spur Replacement Project (“Project”); and

WHEREAS, Motorola Solutions, Inc. (“Motorola”) has submitted a proposal for the Project; and

WHEREAS, Houston-Galveston Area Council, acting as the agent for various local governmental entities who are “End Users” under interlocal agreements, including the City, has solicited proposals for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, the City Council desires to enter into an agreement with Motorola to delineate the specific terms of the purchase of radio communications equipment, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a System Purchase Agreement (Radio Systems) with Motorola Solutions, Inc., a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 26th day of February, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"



Motorola Solutions, Inc.
1507 LBJ Freeway, Suite 700
Farmers Branch, TX. 75234
USA

January 13, 2015

Rick White
City of Round Rock
2701 N Mays St
Round Rock, TX 78665

RE: Round Rock Dispatch Microwave Spur Replacement Project

Dear Mr. White:

Motorola Solutions, Inc. (Motorola) is pleased to present to you the enclosed proposal for the Round Rock Dispatch Microwave Spur Replacement Project. The Proposal consists of this cover letter, the Statement of Work, the System Description, Equipment List, and the HGAC Communications System Purchase Agreement (SPA).

The Proposal is valid for ninety (90) days from the date of this letter and is subject to the terms and conditions of the attached HGAC System Purchase Agreement, or a negotiated version thereof. Motorola would be happy to discuss any concerns the City may have with the Proposal.

Sincerely,

MOTOROLA SOLUTIONS, INC.

A handwritten signature in blue ink, appearing to read 'E. Fuerst', written over a horizontal line.

Edward Fuerst
Motorola Solutions Sales and Services, Inc. Vice President
North America Government Markets

ROUND ROCK DISPATCH MICROWAVE SPUR REPLACEMENT PROJECT



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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SYSTEM DESCRIPTION

1.1 OVERVIEW

This section serves to delineate the equipment provided within the scope of the project, to explain its intended function and overall design, and to present any caveats inherent in the design.

The current MCC 7500 Console Subsystem provides Round Rock with dispatch capability on the Austin/Travis County Regional Radio System (GATRRS), specifically on the Williamson County simulcast cell. Currently, a T1 and microwave links are provided as a backhaul connectivity to the Austin/Travis County Master Site at CTECC. The consolettes provide backup communication in the event that the Round Rock Dispatch center loses connectivity with the Austin/Travis County GATRRS Master Site. If the center loses both links, the operator positions will not have a direct wireline communication with the radio system but will still have access to the radio system via an RF interface, the consolettes.

This proposal is to replace the aging microwave path with a newer microwave system. The microwave spur will provide a redundant path between the dispatch center and CTECC through the Williamson Co. Loop Microwave system. This proposal will also address the conversion of the current leased T1 link to Ethernet.

1.2 TECHNOLOGY

1.2.1 Aviat Microwave

The Aviat Eclipse product line is a hybrid packet/TDM microwave backhaul system that operates in the 6GHz and 11GHz bands, and provides both loop-switching and hot-standby radio protection (Figure 1-1). A typical link end in the all-indoor configuration consists of an Intelligent Node Unit (INU-E) and an IRU 600 RF unit. The INU-E functions as the interface to site equipment, and the IRU 600 performs the modulation and RF generation.

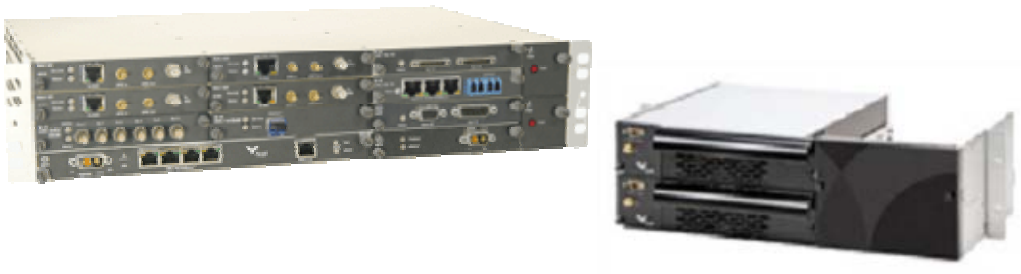


Figure 1-1: Aviat Equipment

Aviat Eclipse is capable of native packet and native TDM traffic simultaneously, allowing the proposed system to accommodate the existing Williamson County T1 traffic while enabling an efficient transition to packet-based links.

1.2.2 Multiprotocol Label Switching (MPLS)

The proposed system is fully MPLS-enabled. MPLS is an emerging WAN network standard that is beginning to replace older ATM and Frame Relay networks as the WAN technology of choice. MPLS uses labels, as opposed to Layer 3 network addresses, to quickly switch packets among paths in a system, and is not dependant on any particular physical or data-link layer connection, and so can be used with Ethernet, Frame Relay, ATM, and other types of physical/data-link networks. MPLS provides virtual circuit creation for segregation of agencies, networks, or services and private Ethernet circuits across the WAN, as well as Quality of Service (QoS) management for latency-critical applications such as radio traffic.

1.3 DESIGN

1.3.1 Williamson County Dispatch Microwave System

Figure 1-2 depicts a map of the new loop microwave system and spur sites as proposed to Williamson County which provides a microwave backhaul system for connectivity to all radio and dispatch sites. This proposal will focus specifically on the Round Rock Dispatch site. (Highlighted in red)

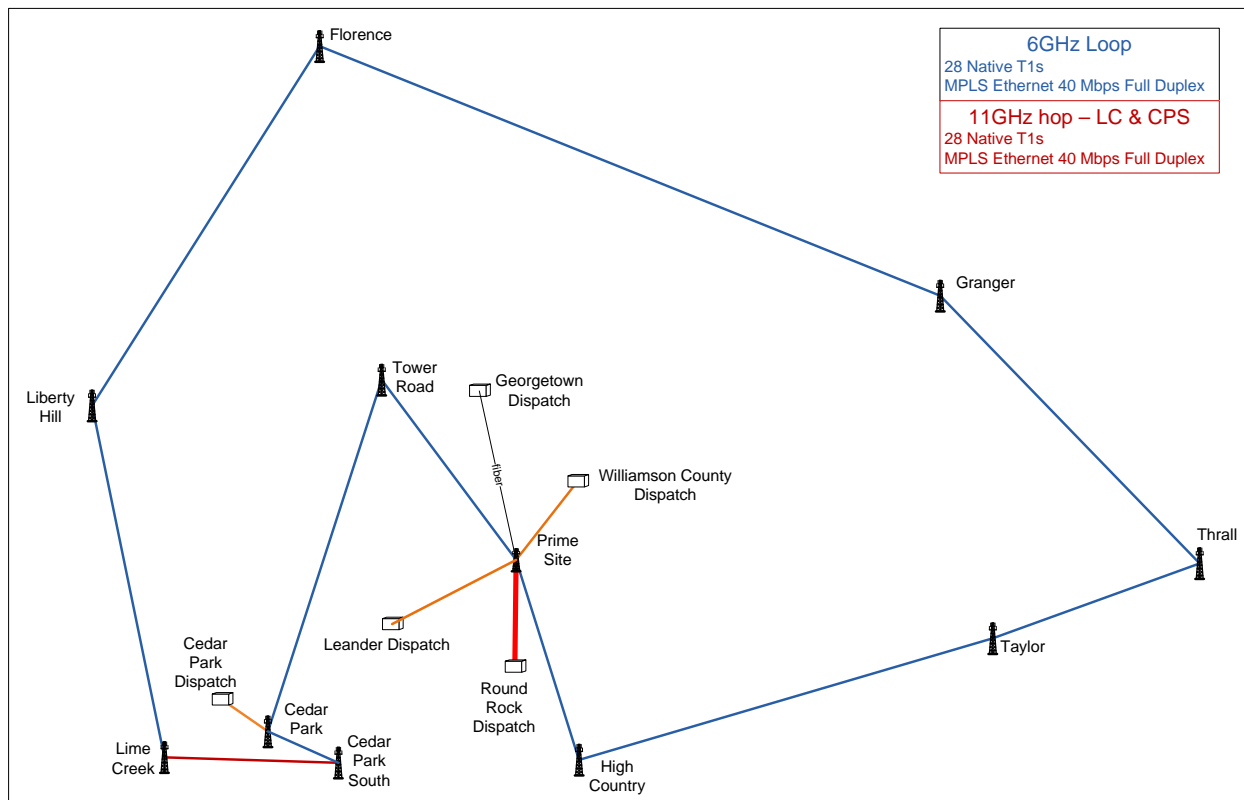


Figure 1-2: Proposed Microwave System

1.4 PROPOSED DISPATCH CENTER SYSTEM DESIGN

1.4.1 Equipment and Design

An MCC 7500 Console Subsystem consists of several key components tied together on an Internet Protocol (IP) network. These components are: Operator Positions, Conventional Channel Gateways (CCGWs), the Auxiliary Input/Output Server (I/O Server), the Conventional Site Controller, the Logging Recorder, and the Site Router. Each of these components connects to the final components, the Site Switches, which ties the IP network together.

Currently, the Round Rock MCC 7500 Console Subsystem is directly connected to the Greater Austin/Travis County RRS via a leased T1 and microwave links.

This proposal is to replace the MNI microwave technology currently used at the City of Round Rock Dispatch Center with an Aviat Microwave system. The microwave spur will provide a redundancy path by utilizing a 6GHz microwave path with hot-standby radios. This proposal also addresses the equipments necessary to convert the existing T1 to Ethernet.

1.4.2 Equipment List and Block Diagram

The following is a complete list of all equipment provided (Figure 1-3):

- (3) Site Router Ethernet Modules – Conversion from T1 to Ethernet only requires an upgrade of the S2500 module

Note: 3rd module for spare

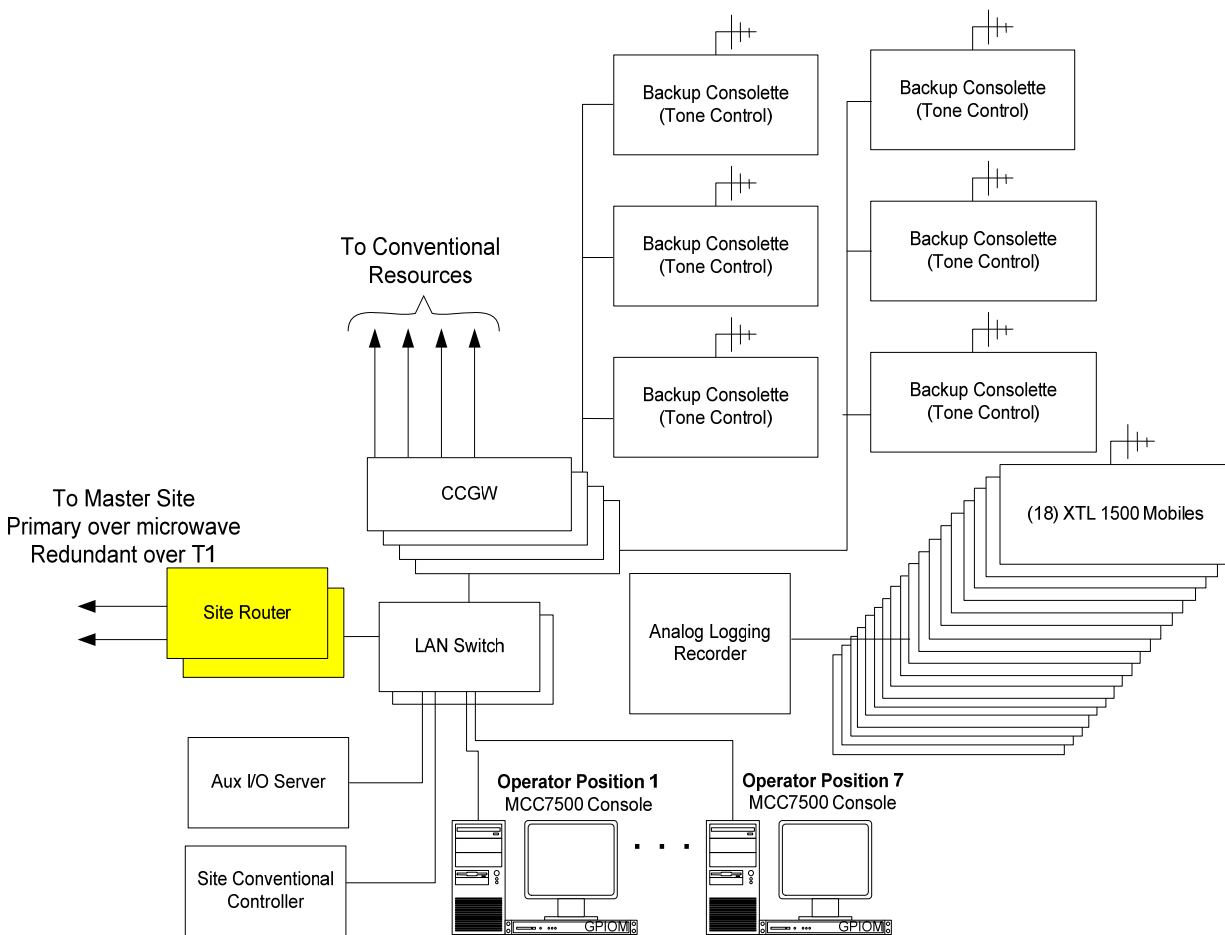


Figure 1-3: Block Diagram - Round Rock Dispatch

The existing router and switch equipment will be used to provide connectivity with the master site at CTECC.

1.4.3 Detailed equipment list

Qty	Nomenclature	Description
2	ST2510	10 BASE-T DAUGHTER BOARD

1.4.4 Quoted Spares

Qty	Nomenclature	Description
1	ST2510	10 BASE-T DAUGHTER BOARD

1.4.5 Path Reliability

The proposed link has been designed to a path reliability of six-nines (99.9999%) or better, which relates to 31.5 seconds of downtime per year per link. This reliability metric is based on calculations involving received signal level (RSL) and microwave radio sensitivity levels, which have been determined from preliminary path calculations based on the following site coordinates in Table 1-1.

Table 1-1: Site Coordinates

Name	Coordinates						Tower Info	
	Lat			Long			Tower Type	Tower Height
	d	m	s	d	m	s		
City of Round Rock Dispatch	30	32	27	97	41	10	Self Support	130'

Preliminary path calculations did not reveal obstructions. Field path surveys must be conducted to verify that above-terrain blockages do not exist; blockages such as buildings, water towers, etc. For this reason, at this point in time, these preliminary path reliability calculations are not guaranteed to work at six-nines reliability until the actual field surveys are conducted.

Once the project is purchased, full in-field path studies will be conducted during the implementation project. If at that time a path is discovered to be blocked by an above-terrain obstruction, Motorola Solutions and the City of Round Rock will work together to find a solution, but any associated costs with those adjustments will be the responsibility of the City of Round Rock.

1.4.6 Protection Mechanisms

The proposed microwave network is highly fault-tolerant, utilizing hot-standby protection. This mechanism has at each site on each spur link end hot-standby radios, meaning each link end features two microwave radios, one that functions as the primary and a secondary that takes over automatically in the event that the primary fails. It is important to note that while the microwave radios are redundant, they both share an antenna system. A failure to the antenna system will cause the link to fail regardless of the hot-standby radios.

1.4.7 Power Systems

The proposed system includes DC power systems at each site. Each DC power system consists of some number of DC rectifiers, which converts the utility AC power to 48 VDC, and some number of batteries for extended runtime. The batteries are sized to provide at least two hours of full microwave system runtime in the case of utility power failure.

1.5 IMPLEMENTATION APPROACH

The implementation of the proposed Microwave system must be planned carefully. This planning will be done in conjunction with the City of Round Rock, Williamson County and Aviat as part of the Design review. The primary objective is to minimize downtime at the dispatch site and avoid any disruptions to the radio system. Any proposed implementation approach is preliminary, and most likely will change once the detailed design review is conducted.

1.5.1 Connectivity to CTECC

Once the new links has been procured, provisions will need to be made with CTECC to verify connection has been re-established and that the new microwave path is working as designed. This will be coordinated with CTECC and Round Rock at the time of installation.

1.5.2 Assumptions

The following assumptions have been made in the design of this proposal. Any design changes required due to the following assumptions not being true may result in additional costs to the City of Round Rock:

- The Williamson County Loop Microwave System is fully implemented and in place for the conversion from T1 to Ethernet.
- No above-terrain obstructions exist in the microwave paths that will degrade path reliability. This assumption will be verified in the manner described earlier in this document.
- Sufficient structural capacity exists to support the proposed antennas on all towers. Any structural remediation required is the responsibility of the City of Round Rock.
- Sufficient utility electrical capacity exists to support the proposed DC power systems. The existing UPSs at the sites do NOT need to be sized to support the provided microwave equipment, because the provided DC systems come equipped with batteries to support runtime upon utility failure.
- Sufficient rack space exists at all sites to support the provided equipment. Sites with loop and spur equipment may need two racks.
- An R56-compliant ground system exists at all sites, such that the provided equipment can simply be connected to the system. No ground system updates/upgrades will be necessary at any site.



EQUIPMENT LIST

2.1 MICROWAVE SPURS EQUIPMENT LIST

ITEM	EQUIPMENT LIST	PRODUCT CODE	SYSTEM	Prime Site	Williamson Cnty Disp
	DESCRIPTION	PART NUMBER	QTY	QTY	QTY
1.00	Eclipse IRU600 & Accessories				
1.01	IRU600 Rfsec Assy 1+0 Repeater 2 Ant TxRx, Txrx 3RU, Hp/Hp, U5/U5 Ghz	EV105-H5-H5-100			
1.02	IRU600 RFSec assy 1+0 Repeater 2 Ant TxRx, TxRx 3RU, HP/HP, 11/U5 GHz	EV105-HB-H5-101			
1.03	IRU600 Rfsec Assy Hsb 1 Ant TxRx Uneql Rx 3RU, Hp, U6 Ghz	EV106-HU-HU-100	2	1	1
1.04	IRU600 Rfsec Assy Hsb 1 Ant TxRx Uneql Rx 3RU V2, Hp/Hp, 11 Ghz	EV106-HB-HB-101			
1.05	Wg Ext Kit 6Ghz 1Rst Shlf 1+0/Hsb	179-530090-0101	1		1
1.06	Wg Ext Kit 6Ghz 2Nd Shlf 1+0/Hsb	179-530090-0201	1	1	
2.00	Eclipse INUe & Accessories				
2.01	Eclipse, intelligent Node Unit 2RU, inc IDCe, Fan, NCCv2, High Output	EXX-000-203	2	1	1
2.02	Network Equipment Building Systems, 2RU	179-530053-001	2	1	1
2.03	Network Equipment Building Systems, Power Filter	179-530054-001	2	1	1
2.04	Kit Bracket 2RU	179-530064-001	2	1	1
2.05	Node Protection Card, High Output	EXS-002	2	1	1
2.06	RAC 60E, QPSK-256 QAM, High Gain, No XPIC, Acn & Sync-E	EXR-660-002	4	2	2
2.07	DAC Ge3 Gigabit Ethernet SWitch Card	EXD-181-002	4	2	2
2.08	DAC 3Xe3/DS3M, Muxed to E1/DS1 Bus	EXD-331-001			
2.09	Eclipse, DAC 16xE1/DS1 V2, Protectable	EXD-161-001	4	2	2
2.10	Network Capabilities Module (NCM)	EXD-400-002			
2.11	Aux, Alarm I/O Card	EXA-001	2	1	1
2.12	Adaptive Modulation RAC60/6X/60E/6Xe	EZF-02			
2.13	Secure Mangement, INU, inc Snmpv3	EZF-03			
2.14	Payload Encryption	EZF-04			

ITEM	EQUIPMENT LIST	PRODUCT CODE	SYSTEM	Prime Site	Williamson Cnty Disp
2.15	Radius Client, Centralized User Acct Mgmt	EZF-06			
2.16	NCM Loop Switch Aggregation Site License (Drop up to 63 T1)	EZF-14			
2.17	Node SW License, 50 Mbps total Radio Payload Capacity	EZE-08001	2	1	1
2.18	Node SW License, 100 Mbps total Radio Payload Capacity	EZE-08002			
3.00	Racks & Accessories				
3.01	Rack Assembly 7'-6" Chatsworth Aluminum W/1 Breaker Panel W/O Breakers, W/10 Blank Covers	179-530107-0114	1		1
3.02	Har-Rck Grnd Bar Kt, 72" Coated (TRGBVKIT145872W)	LOC-TRGBVKIT145872W	2		2
3.03	Channel, Mtg.	020-018475-005	6		6
3.04	6A/6B Pos., +/-48-24Vdc, W/O Brkrs, 19" (9072101001)	PWR-000070-TRM			
3.05	Circuit Breaker 20 Amp Snapak (030017750I)	PWR-000053-TRM	2		2
3.06	Circuit Breaker 5 Amp Snapak (030017750E)	PWR-000049-TRM	2		2
3.07	Circuit Breaker 3 Amp Snapak (030017750D)	PWR-000048-TRM	2		2
3.08	Circuit Breaker 1 Amp Snapak (030017750B)	PWR-000046-TRM			
3.09	Blanking Plug for Ov Brkr Panel (9000200001)	TRM-9000200001			
3.10	Cable, Trib, E3/DS3, Unbalanced Slim-Line Bnc to Slim-Line Bnc, 5 Meters (1-1869338-1, 1453238-2, 2-1700143-9)	037-579249-001			
3.11	2X Hdr-E50 to Y Join to 24Awg Free End 3.5M (HDR-E50MSG1)	037-579408-003	2	1	1
3.12	2X Hdr-E50 to Y Join to 24Awg Free End 15.5M (HDR-E50MSG1-Y-15M)	037-579408-015			
3.13	Cable Prot / Bridgeing Ge3, Direct Fit, 500MM	037-579461-500	2	1	1
3.14	Alarm I/O Hd15 10M Wirewrap	037-579315-001	2	1	1
3.15	Nms Cable, Rj45 to Rj45, Shielded, 2 Meters	037-579124-002	5	3	2
3.16	Nms Cable, Rj45 to Rj45, Shielded, 5 Meters	037-579125-002			
3.17	Gigabit Ethernet Sfp, Electrical 1000Base-T, Plug-in Module (ABCU-5700RZ)	EXG-261-SFP-GE-E			

ITEM	EQUIPMENT LIST	PRODUCT CODE	SYSTEM	Prime Site	Williamson Cnty Disp
3.18	Gig Eth Sfp, Opt MMf 850Nm Lc 1000Base-Sx, <550M (LM28-C3S-TC-N)	079-422662-001	4	2	2
3.19	DSx-1, 56-Term, W/ R-Conn, 1"X4" Rings, Blk, 19"/23", 4RU	101-112565-003			
3.20	64 Pin WW Adptr (M) Kit	PRICE ELEMENT	4		4
3.21	Wal Cbl 64P M to 64P M	PRICE ELEMENT	2		2
3.22	Installation Kit, Aluminum Rack, Concrete Floor	179-530119-001	2		2
3.23	Isolation Kit, 19" Rack	179-530121-001	2		2
4.00	Juniper MX5 Router				
4.01	MX5 DC CHASSIS W/ TIMING SUP INCL DUAL PWR SUP MIC-3D-20GE-SFP	LS(MX5-T-DC)	1		1
4.02	SFP 1000BSX GBIT ENET OPTIC (CTOBR30)	LS(SFP-1GE-SX)	4		4
4.03	SFP CAPABLE OF SUP 10/100/1000	LS(SFP-1GE-FE-E-T)	3		3
4.04	ND SUP FOR MX5-T-DC	LS(SVC-ND-MX5-T-DC)	1		1
5.00	Jackfields & Fiber				
5.01	CABLE, OPTICAL JMPR, LC-LC, MM-DUP, 62.5/125UM, 1M/3.3FT	LOC-2032500-001/3MIL	3		3
5.02	CABLE, OPTICAL JMPR, LC-LC, MM-DUP, 62.5/125UM, 10M/32.8FT (203-2500-010/3MI)	LOC-203-2500-010/3MI			
5.03	TEL CUST INTFC PNL 28CKT RJ48C to 64 Pin Amp	LS(097-0128-0016)	1		1
5.04	TEL Excellence 84CKT Jkfld, 64 Pin Amp	LS(E84C7)	1		1
6.00	Factory Services (Williamson County Spur)				
6.01	Radio integration	SVCS-IN-SIPQ-RI	1	1	
6.02	Vendor integration	SVCS-IN-SIPQ-VI	1	1	
6.03	Motorola R56 Labeling	SVCS-IN-SIPQ-VI	1	1	
6.04	Customer Acceptance Testing (done as part of final phase)	SVCS-IN-SIPQ-AT			
6.05	Application Engineering / Documentation	SVCS-IN-SIPQ-AE	1	1	
6.06	Network Engineering	SVCS-PN-EN-SE	1	1	
7.00	Antennas & Accessories				



ITEM	EQUIPMENT LIST	PRODUCT CODE	SYSTEM	Prime Site	Williamson Cnty Disp
7.01	Antenna, 5.925-6.425Ghz, 2.4M/8Ft, Sp, Sngl Pol, Cpr137G, Gry Mld Rad, Cat A (PAR8-59-PXA)	AND-PAR8-59-PXA			
7.02	Antenna, 5.925-6.425Ghz, 1.8M/6Ft, Sp, Sngl Pol, Cpr137G, Gry Mld Rad, Cat A (PAR6-59-PXA/B)	AND-PAR6-59-PXA/B			
7.03	ANTENNA, 6.425-7.125GHZ, 1.8M/6FT, SP, SNGL POL, CPR137G, OLDER MOUNT, GRY MLD RAD, CAT A	AND-PAR6-65-PXA/B-P	2	1	1
7.04	Antenna, 10.125-11.7Ghz, 0.9M/3Ft, Hplp, Sngl Pol, Cpr90G, Gry Poly Rad (VHLP3-11W-6GR)	AND-VHLP3-11W-6GR			
7.05	TWR LEG MOUNT/ICE SHIELD KIT, SUPPORTS UP TO 8" DIAMETER LEG & 6' ANTENNA OR SMALLER	179-530147-001	2	1	1
7.06	TWR LEG MOUNT/ICE SHIELD KIT, SUPPORTS 8" DIAMETER LEG & LARGER	179-530148-001			
8.00	6GHz Waveguide & Accessories				
8.01	Elliptical Waveguide Standard, 5.925-7.125 Ghz, Black Pe Jacket, Per Foot (EW63-F)	AND-EW63-F	185	105	80
8.02	KIT, WG ACCESSORIES, EW63 (5.925-7.125GHZ), SUPPORTS 100FT OF WG EA.	AND-EW63-KIT	3	2	1
8.03	5.925-7.125 Ghz Cpr137G Fixed-Tuned Cpr137G Conn. for Ew63, Ewp63 (163SE)	AND-163SE	4	2	2
8.04	Waveguide Boot for Ew63, 4 in (WGB4-63)	AND-WGB4-63	2	1	1
8.05	Snap-in Hanger Kit for Ew63, Kit of 10 (EWSH-63)	AND-EWSH-63	7	4	3
8.06	KIT, WG INSTALL KIT (EWG-KIT)	AND-EWG-KIT	2	1	1
8.10	Hardware, Dehydrators, & Accessories				
8.11	4 Port Entrance Panel, 4 inch, 1 X 4 (204673-4)	AND-204673-4	1		1
8.12	Distribution Manifold 2 Port, Wall Mntbl, 0-15.0 Psig, 25Ft Tubing Per Port (6600D-2)	AND-6600D-2	1		1
8.13	Distribution Manifold 4 Port, Wall Mntbl, 0-15.0 Psig, 25Ft Tubing Per Port (6600D-4)	AND-6600D-4			
8.14	Distribution Manifold 6 Port, Wall Mntbl, 0-15.0 Psig, 25Ft Tubing Per Port (6600D-6)	AND-6600D-6			

ITEM	EQUIPMENT LIST	PRODUCT CODE	SYSTEM	Prime Site	Williamson Cnty Disp
8.15	DEHYDRATOR, LOW-PRESSURE MEM, 19IN RACK MNTBL, 3.0-5.0 PSIG, W/DIS ALRM, 115 VAC, 50/60 HZ (MT050B-81315)	AND-MT050B-81315	1		1
8.16	Dehydrator Wall Shelf for Mr050; Mt050; Mt300 and Pmt200 Dehydrators (AE01D-D1658-100)	AND-AE01D-D1658-100	1		1
9.00	Chargers & Accessories				
9.01	7FT 6 IN X 20.38 IN RELAY RACK - REQUIRES SHIPPING CRATE IF ASSEMBLED	CDT-170.0011.10A	1		1
9.02	PACKAGING CRATE FOR CUSTOM TELECOM PWR SYSTEMS UP TO 90 IN	CDT-KBC05489A	1		1
9.03	MOUNT WIRE & TEST - ADD MWT IF ADDITIONAL COMPONENTS ARE REQUIRED IN A RACK ADD FOR EACH	CDT-SFT00022	1		1
9.04	Powershell System 48Vdc, 40Vdc-120Vac input, 4 RACK Units 25Amps Redundant (H48120V4U25AR)	CDT-H48120V4U25AR	1		1
9.05	Powershell System 48Vdc, 40Vdc-120Vac input, 4 RACK Units 50Amps Redundant (H48120V4U50AR)	CDT-H48120V4U50AR			
9.06	Double Fused Rectifier Usageon 48/25 (100.7670.4825)	CDT-100.7670.4825			
9.07	Small AC Junction Box	CDT-H124.0050.01	1		1
10.00	Batteries & Accessories				
10.01	48V,19" Rack Mnt,105Ah (M8202405005R19)	BAT-000052-GNB	1		1
10.02	48V,19" Rack Mnt,160Ah (M8202405007R19)	BAT-000053-GNB			
10.03	48V,19" Rack Mnt,265Ah (M8202409007R19)	BAT-000056-GNB			
10.04	19" Battery Base Plate (S06-401208-019)	BAT-000088-GNB	1		1
11.00	Field Services				
11.01	Transmission Eng - Path Survey -Travel Time & Expenses	SVCS-PN-EN-XE	1	1	
11.02	Transmission Eng - Frequency Coordination - License	SVCS-PN-EN-XE-LA	1	1	
11.03	Program Management	SVCS-IN-PM-PM	1	1	
11.04	Radio Installation incl. end to end field testing	SVCS-IN-IC-FI	1	1	
11.05	Antenna Installation & Testing	SVCS-IN-IC-AS	1	1	
11.06	Project Engineering	SVCS-IN-IC-PE	1	1	



ITEM	EQUIPMENT LIST	PRODUCT CODE	SYSTEM	Prime Site	Williamson Cnty Disp
12.00	Eclipse Warranty				
12.01	Warranty Plus lw , Na&C, 36 Months, IRU-600	SNA-BWXXA1003638	4	2	2
13.00	Management Adjustment				
13.01	Turnkey Management Discount	EQ DISCOUNT	1		
	Application of this One-Time Management Discount requires purchase of offered equipment and services. Reduction in offered services will reduce the extended One-Time Management Discount to the equipment-only management adjustment below				
13.02	Equipment Only Management Discount - Equipment only includes section 1 to 10 on this quote				

2.2 T1 TO ETHERNET EQUIPMENT LIST

Qty	Nomenclature	Description
3	ST2510	S2500 10 BASE-T DAUGHTER BOARD

STATEMENT OF WORK

3.1 CONTRACT

3.1.1 Contract Award (Milestone)

- The City of Round Rock and Motorola execute the contract and both parties receive all the necessary documentation.

3.1.2 Contract Administration

Motorola Responsibilities

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with the City of Round Rock.

City of Round Rock Responsibilities

- Assign a Project Manager, as the single point of contact responsible for City of Round Rock-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the City of Round Rock is responsible.

Completion Criteria

- Motorola internal processes are set up for project management.
- Both Motorola and the City of Round Rock assign all required resources.
- Project kickoff meeting is scheduled.

3.1.3 Project Kickoff

Motorola Responsibilities

- Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with the City of Round Rock.
- Review the resource and scheduling requirements with the City of Round Rock.

- Review the Project Schedule with the City of Round Rock to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and the City of Round Rock), meetings, reports, milestone acceptance, and the City of Round Rock's participation in particular phases.

City of Round Rock Responsibilities

- The City of Round Rock's key project team participants attend the meeting.
- Review Motorola and City of Round Rock responsibilities.

Completion Criteria

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

3.2 CONTRACT DESIGN REVIEW

3.2.1 Review Contract Design

Motorola Responsibilities

- Meet with the City of Round Rock project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
 - This project is contingent on the Williamson County Loop Microwave system being fully implemented and in place for the conversion of the T1 to Ethernet connection
 - There is sufficient structural capacity on the towers proposed to support the antennas associated with this project. Any structural remediation is the responsibility of Leander and not included in this proposal.
 - No above-terrain obstructions exist in the microwave paths that will degrade path reliability. This assumption will be verified in the manner described below in this section.
 - There is sufficient electrical capacity to support the proposed DC power system. The existing UPSs at the sites do NOT need to be sized to support the provided microwave equipment, because the provided DC systems come equipped with batteries to support runtime upon utility failure
 - Sufficient rack space exists at all sites to support the provided equipment. Sites with loop and spur equipment may need two racks.
 - An R56-compliant ground system exists at all sites, such that the provided equipment can simply be connected to the system. No ground system updates/upgrades will be necessary at any site.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.

- Submit design documents to the City of Round Rock for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, and install.
- Prepare equipment layout plans for field installation.
- Provide minimum acceptable performance specifications for microwave links.
- Establish demarcation point (supplied by the Motorola system engineer) to define the connection point between the Motorola-supplied equipment and the City of Round Rock-supplied link(s) and external interfaces.
- Site Evaluation:
 - Conduct (updated) site evaluations to capture site details of the system design and to determine site readiness.
 - Determine each site's ability to accommodate proposed equipment based upon physical capacity.
 - ◆ Preliminary path calculations did not reveal any obstructions however that is not a guarantee that the path calculations will be six-nines reliability. Field path studies are required and must be conducted once the project is purchased to verify that there are no above-terrain blockages. If the path studies reveal any blockage, Motorola Solutions and the City of Round Rock will work together to find an alternate solution. Any associated costs with these adjustments will be the responsibility of the City of Round Rock.
- Prepare Site Evaluation Report that summarizes findings of above-described site evaluations.
- Assist the City of Round Rock with frequency planning services, frequency search services, interference analysis, public notifications, coordination, and frequency recommendations for the radio system. Work with the City of Round Rock to identify radio interference between the new communication system and other existing radio systems.

Restrictions:

- Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.
- Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others.
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by the City of Round Rock and documented through the change order process.

City of Round Rock Responsibilities

- The City of Round Rock's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.



Frequency Licensing and Interference:

- As mandated by FCC, the City of Round Rock, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system staging. This responsibility includes paying for FCC licensing and frequency coordination fees.
- Provide the FCC “call sign” station identifier for each site prior to system staging.

Completion Criteria

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is “frozen” in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

3.2.2 Design Approval (Milestone)

- The City of Round Rock executes a Design Approval milestone document.

3.3 ORDER PROCESSING

3.3.1 Process Equipment List

Motorola Responsibilities

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola’s Customer Order Fulfillment (COF) system.
- Create Ship Views, to confirm with the City of Round Rock the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

City of Round Rock Responsibilities

- Approve shipping location(s).
- Complete and provide Tax Certificate information verifying tax status of shipping location.

Completion Criteria

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

3.4 MANUFACTURING AND STAGING

3.4.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities

- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

City of Round Rock Responsibilities

- None.

Completion Criteria

- FNE shipped to either the field or the staging facility.

3.4.2 Manufacture Non-Motorola Equipment

Motorola Responsibilities

- Manufacture (third-party equipment suppliers) non-Motorola equipment necessary for the system based on equipment order.

City of Round Rock Responsibilities

- None.

Completion Criteria

- Ship non-Motorola manufactured equipment to the field and/or the staging facility.
- Approve Factory Acceptance Testing.

3.4.3 Ship Equipment to Field

Motorola Responsibilities

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

City of Round Rock Responsibilities

- None.

Completion Criteria

- Equipment ready for shipment to the field.

3.4.4 Ship Acceptance (Milestone)

- All equipment shipped to the field.

3.5 CIVIL WORK FOR THE CITY OF ROUND ROCK-PROVIDED FACILITIES

Motorola Responsibilities

- Provide electrical requirements for each equipment rack to be installed in the City of Round Rock-provided facilities.
- Provide heat load for each equipment rack to be installed in the City of Round Rock-provided facilities.

City of Round Rock Responsibilities

- If applicable and based on local jurisdictional authority, the City of Round Rock will be responsible for any installation or up-grades of the Critical Operation Power Systems in order to comply with NFPA 70, Article 708.
- Secure site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.
- Provide clear and stable access to the sites for transporting electronics and other materials. Sufficient site access must be available for trucks to deliver materials under their own power and for personnel to move materials to the facility without assistance from special equipment.
- Design and construct facilities for housing communications equipment such as shelters, towers, generators, fuel tanks, fenced compounds, etc.
- Supply adequately sized electrical service, backup power (UPS, generator, batteries, etc.) including the installation of conduit, circuit breakers, outlets, etc., at each equipment location. Provide AC power (dedicated 20A, AC outlets - simplex with ground) for each major piece of equipment within 6 feet of the location of the Motorola-supplied equipment, including the associated electrical service and wiring (conduit, circuit breakers, etc.).
- Provide adequate HVAC, grounding, lighting, cable routing, and surge protection (also, among existing and Motorola-provided equipment) based upon Motorola's Standards and Guidelines for Communication Sites (R56). Ceiling (minimum 9 feet) and cable tray heights (minimum 8 feet) in the equipment rooms in order to accommodate 7-foot, 6-inch equipment racks.
- Provide floor space and desk space for the System equipment at the City of Round Rock-provided facilities. Each rack shall be provided a minimum of 24-inch x 24-inch footprint with 36-inch clearance in the front and back.
- Relocate existing equipment, if needed, to provide required space for the installation of Motorola-supplied equipment.
- Bring grounding system up to Motorola's R56 standards and supply a single point system ground, of 5 ohms or less, to be used on all FNE supplied under the Contract. Supply grounding tie point within 10 feet from the Motorola-supplied equipment.
- Provide all necessary wall or roof penetrations on existing buildings for antenna coax and microwave waveguide (if applicable) for main transmitter antennas, microwave radios, and control station Yagi antennas.

- Provide obstruction-free area for the cable run between the demarcation point and the communications equipment.
- Resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- Arrange for space on the tower for installation of new antennas at the proposed heights.
- Perform structural analysis of existing tower and rooftops as required to confirm that the structure is capable of supporting proposed and future antenna loads.
- Supply all permits as contractually required.
- Supply interior building cable trays, raceways, conduits, and wire supports.
- Supply engineering and drafting as required for modifications to existing building drawings for site construction.
- Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.
- Complete all City of Round Rock deliverables in accordance within the approved project schedule.

Completion Criteria

- All sites are ready for equipment installations in compliance with Motorola's R56 standards.

3.6 SYSTEM INSTALLATION

3.6.1 Install Fixed Network Equipment

Motorola Responsibilities

- Will not provide storage location for the Motorola-provided equipment.
- Install system equipment as specified by the Equipment List, System Description, and system drawings.

Interference:

- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the City of Round Rock's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Bond the supplied equipment to the site ground system in accordance with Motorola's R56 standards.
- Will not remove existing equipment other than what is outlined in SOW or System description.
- Will not relocate existing equipment to a location designated by the City of Round Rock.
- Will not dispose of existing equipment.
- Install Aviat MW Solution for 6GHZ redundant path connectivity:

- Eclipse IRU600, Eclipse INUe, Juniper MX5 router, 11GHZ Waveguide, DC power system, and associated hardware and accessories.
- Convert existing T1 connectivity to Ethernet:
 - Uninstall qty. 2 S2500 gateway routers
 - Remove the T1 Module
 - Install Ethernet Modules (10 Base-T Daughter Board) in place to T1 Module
 - Re-install the qty. 2 S2500 routers with the Ethernet Module in the same location from which it was removed.
 - For qty. 1 Spare, remove the T1 Module from the S2500 router and replace with the Ethernet Module.

City of Round Rock Responsibilities

- Provide secure storage for the Motorola-provided equipment, at a location central to the sites. Motorola coordinates the receipt of the equipment with the City of Round Rock's designated contact, and inventory all equipment.
- Provide access to the sites, as necessary.

Completion Criteria

- Fixed Network Equipment installation completed and ready for optimization.
- Fixed Network Equipment Installation Complete
- All fixed network equipment installed and accepted by the City of Round Rock.

3.6.2 System Installation Acceptance (Milestone)

- All equipment installations are completed and accepted by the City of Round Rock.

3.7 SYSTEM OPTIMIZATION

3.7.1 Optimize System FNE

Motorola Responsibilities

- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.
- Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- Motorola and its subcontractors optimize each subsystem.
- Check audio and data levels to verify factory settings.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR.

City of Round Rock Responsibilities

- Provide access/escort to the sites.

Completion Criteria

- System FNE optimization is complete.

3.7.2 Link Verification

Motorola Responsibilities

- Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.
- Once the new link is procured and ME Spur installed, will verify path is working as designed. This will be coordinated with CTECC and the City of Round Rock at the time installation.

City of Round Rock Responsibilities

- Make available the required links which meet the specifications supplied by Motorola at the CDR.

Completion Criteria

- Link verification successfully completed.

3.7.3 Optimization Complete

- System optimization is completed. Motorola and the City of Round Rock agree that the equipment is ready for acceptance testing.

3.8 TRAINING

3.8.1 Perform Training

Motorola Responsibilities

- Training is not included.

3.9 AUDIT AND ACCEPTANCE TESTING

3.9.1 Perform R56 Audit

Motorola Responsibilities

- Perform R56 site-installation quality audits, verifying proper physical installation and operational configurations.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's Standards and Guidelines for Communication Sites (R56).

City of Round Rock Responsibilities

- Provide access/escort to the sites.
- Witness tests, if desire.

Completion Criteria

- All R56 audits completed successfully.

3.9.2 Perform Equipment Testing

Motorola Responsibilities

- Test individual components of the system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once Motorola (or the City of Round Rock) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

City of Round Rock Responsibilities

- Witness tests if desired.

Completion Criteria

- Successful completion of equipment testing.

3.9.3 Perform Functional Testing

Motorola Responsibilities

- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to the City of Round Rock for review.
- Resolve any minor task failures before Final System Acceptance.

City of Round Rock Responsibilities

- Witness the functional testing.

Completion Criteria

- Successful completion of the functional testing.
- City of Round Rock approval of the functional testing.

3.9.4 Perform Coverage Testing

Motorola Responsibilities

- Coverage testing not included.

City of Round Rock Responsibilities

- Review the test results in a timely manner.
- Timely approval of the test results, if the reports indicate compliance with the agreed requirements.

Completion Criteria

- None.

3.9.5 System Acceptance Test Procedures (Milestone)

- City of Round Rock approves the completion of all the required tests.

3.10 FINALIZE

3.10.1 Cutover

Motorola Responsibilities

- Motorola and the City of Round Rock develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

City of Round Rock Responsibilities

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).
- Conduct a roll call of all users working during the cutover, in an organized and methodical manner.

Completion Criteria

- Successful migration from the old system to the new system.

3.10.2 Resolve Punchlist

Motorola Responsibilities

- Work with the City of Round Rock to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

City of Round Rock Responsibilities

- Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria

- All punchlist items resolved and approved by the City of Round Rock.

3.10.3 Transition to Service/Project Transition Certificate

Motorola Responsibilities

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a City of Round Rock Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.
- Provide additional information regarding post-warranty support, included in the Warranty/Post-Warranty section of this document.

City of Round Rock Responsibilities

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria

- All service information has been delivered and approved by the City of Round Rock.

3.10.4 Finalize Documentation

Motorola Responsibilities

- Provide an electronic as-built system manual on a Compact Disk (CD). The documentation will include the following:
 - System-Level Diagram
 - Site Block Diagrams
 - Site Floor Plans
 - Site Equipment Rack Configurations
 - Antenna Network Drawings for RF Sites
 - Functional Acceptance Test Plan Test Sheets and Results
 - Equipment Inventory List

Drawings are created utilizing Visio design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

City of Round Rock Responsibilities

- Receive and approve all documentation provided by Motorola.

Completion Criteria

- All required documentation is provided and approved by the City of Round Rock.

3.10.5 Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from the City of Round Rock.

3.11 PROJECT ADMINISTRATION

3.11.1 Project Status Meetings

Motorola Responsibilities

- Motorola Project Manager will attend all project status meetings with the City of Round Rock, as determined during the CDR.
- Record the meeting minutes and supply the report.
- The agenda will include the following:
 - Overall project status compared to the Project Schedule.
 - Product or service related issues that may affect the Project Schedule.
 - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
 - Any miscellaneous concerns of either the City of Round Rock or Motorola.

City of Round Rock Responsibilities

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria

- Completion of the meetings and submission of meeting minutes.

3.11.2 Progress Milestone Submittal

Motorola Responsibilities

- Submit progress (non-payment) milestone completion certificate/documentation.

City of Round Rock Responsibilities

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria

- The City of Round Rock approval of the Milestone Completion document(s).

3.11.3 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.



WARRANTY AND MAINTENANCE PLAN

Motorola has over 75 years of experience supporting mission critical communications for public safety and public service agencies. Motorola's technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

4.1 THE MOTOROLA SERVICE DELIVERY TEAM

4.1.1 Customer Support Manager

Your Motorola Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola meets its response and restoration cycle time commitments. The CSM will supervise and manage the Motorola Authorized Servicer's functions.

4.1.2 Motorola System Technologists

The Motorola System Technologists (ST) are available to assist Motorola's Authorized Servicers when needed for network health and operations.

4.1.3 Motorola System Support Center

Located in Schaumburg, Illinois, the System Support Center (SSC) is a key component to the overall management and system maintenance. As detailed in this Customer Support Plan, the following services are provided by the System Support Center:

- Network Monitoring
- Dispatch Service
- Infrastructure Repair with Advanced Replacement
- Technical Support

Motorola has proven experience to deliver mission critical network support

- Extensive Experience – Motorola has over 75 years of experience supporting mission critical communications and the Public Safety community.
- Capacity to Respond – Motorola's network of local service centers, repair depots, system support center and parts support enable Motorola to provide quick and effective service delivery.
- Flexibility and Scalability – Motorola's Support Plans are customized to meet individual Customer needs.
- Skills and Process – Motorola uses a well-established, structured, and disciplined approach to provide service delivery. Motorola's team of well-trained and committed people understands the communications technology business.



4.1.4 Motorola Local Service Provider

Motorola's authorized service centers are staffed with trained and qualified technicians. They provide rapid response, repair, restoration, installations, removals, programming, and scheduled preventive maintenance tasks for site standards compliance and RF operability. Motorola's authorized service centers are assessed annually for technical and administrative competency.

Motorola places great emphasis on ensuring that communications systems, such as the one proposed for the City of Round Rock, meet high standards for design, manufacture, and performance. To enhance the value of the communications system being acquired, Motorola offers customized warranty and post-warranty services as outlined in this section.

4.2 WARRANTY SERVICES

Motorola will provide warranty services per our standard warranty terms and conditions as outlined within the Communication Systems Agreement within this proposal. In addition to the Standard Commercial Warranty, the service products that comprise the Custom Warranty package mirror those delivered to Williamson County and are listed below along with a brief description.

4.2.1 First Echelon On-Site Support: Point-to-Point Microwave

Motorola First Echelon OnSite Support will be added to supplement Aviat Networks' factory warranty. This provides local, trained and qualified technicians to work with the original equipment manufacturer to diagnose and restore your communications network. The field technicians restore the system by performing first level troubleshooting on site.

Response will be provided 24x7. Site access requiring tower climbs are not included under the terms of the contract.

4.3 POST WARRANTY SERVICES

As Motorola's continuing commitment to supporting your system, warranty services can be extended after the first year to provide maintenance and service support in future years. Any of the services that we identify can be customized in future years, and are available for purchase either in "System Support Services" packages or as individual service offerings. These system support services significantly benefit the City of Round Rock because the system can be effectively supported after the warranty period, thereby maximizing the operational capabilities and useful life of the system and protecting your investment in the system.

Post-warranty support has not been included with this offering but can be provided upon request.

4.4 SUMMARY

Whether it's a routine service call, or a disaster situation, Motorola understands its responsibility and takes pride in its commitment to deliver proven response service to the public safety community. Motorola has the capability to provide the technical, administrative, consultative, and maintenance repair services needed to support, enhance, and maintain the effectiveness of your communications network. Motorola's goal is to provide the City of Round Rock with the qualified resources, to maintain and improve system operation and availability, and to deliver world class service support.

Warranty and Post Warranty Service Overview	Warranty Year	Post Warranty Year
First Echelon On-Site Support: Point-to-Point Microwave	√	

PRICING SUMMARY

5.1 ROUND ROCK DISPATCH MICROWAVE SPUR REPLACEMENT

Deacription	Total
Dispatch Microwave Spur	\$273,989.00
T1 to Ethernet Conversion	Included
HGAC Discount	(\$13,699.00)
GRAND TOTAL with Discounts	\$260,290.00
Regional Project Discount	(\$8,220.00)
(Applies if all dispatch centers move forward with their projects at the same time)	
Grand Total if done as Regional Project	\$252,070.00

5.2 PAYMENT TERMS

Payments to Motorola shall be made according to the following milestones:

1. 20% of the total contract price is due when Purchaser executes this Agreement;
2. 60% of the total contract price will be invoiced immediately after the Equipment is shipped from Motorola's facilities;
3. 10% of the total contract price will be invoiced immediately after the Equipment is installed at the sites specified in the Exhibits; and
4. 10% of the total contract price will be invoiced immediately after System Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.



TERMS AND CONDITIONS

Terms and Conditions are included on the following pages.



SYSTEM PURCHASE AGREEMENT (Radio Systems)

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of ____, by and between Motorola Solutions, Inc., a Delaware corporation duly authorized to conduct business in the State of Texas ("Motorola" or "Seller") and the City of Round Rock, Texas, a body corporate and politic ("Purchaser").

WITNESSETH:

WHEREAS, the Purchaser desires to purchase a Communications System; and

WHEREAS, Motorola desires to sell a Communications System to Purchaser; and

WHEREAS, Houston-Galveston Area Council ("H-GAC"), acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Purchaser) has solicited proposals for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract dated as of _____ (the "Contract"), which provided that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article __ of the Contract, Motorola and Purchaser now wish to enter into this System Purchase Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by the Purchaser.

THEREFORE, the parties hereby enter into an agreement pursuant to which Motorola shall perform the work and furnish the equipment and services as more fully set forth herein and in the following exhibits, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement:

Exhibit A General Provisions.

Exhibit B Motorola Software License Agreement.

Exhibit C Technical and Implementation Documents, consisting of: System Description, Equipment List, and Statement of Work, all dated January 13, 2015.

Exhibit D Motorola/H-GAC Contract dated May 25, 2012.

Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 1 SCOPE OF WORK

A. Motorola shall furnish all of the equipment and software as outlined in Exhibit C and provide the tools, supplies, labor and supervision necessary for the installation of the items purchased in accordance with Exhibit C.

B. In addition to responsibilities described in the Statement of Work, Purchaser shall perform the following coincident with the performance of this Agreement:

- (1) Provide a designated Project Director.
- (2) Provide ingress and egress to Purchaser's facilities and/or sites as requested by Motorola and have such facilities available for installation of the equipment to be installed.
- (3) Provide adequate telephone or other communications lines (including modem access and adequate interfacing networking capabilities) for the installation, operation and support of the equipment.
- (4) Provide adequate space, air conditioning and other environmental conditions, and adequate and appropriate electrical power outlets, distribution, equipment and connections for the installation, operation and support of the equipment.
- (5) Provide a designated work area with adequate heat and light, and a secure storage area for equipment delivered to the Purchaser. The Purchaser shall be solely liable for loss or damage to equipment prior to, during and following installation when such equipment is on or within Purchaser's facilities and/or vehicles.

Section 2 SITES

This Agreement is predicated on the utilization of sites and site configurations, which have been selected either by the Purchaser or by Motorola and set forth in Exhibit C. In either situation, should it be determined by either Motorola or Purchaser during the course of performance on this Agreement that the sites or configuration selected are no longer available or desired, new or replacement sites or configuration will be selected and approved by both Motorola and the Purchaser. If any price or schedule adjustments are necessary as a result of these new or replacement sites, such adjustments will be added to this Agreement by change order in accordance with Section 4 of the General Provisions.

Section 3 SUBSURFACE/STRUCTURAL CONDITIONS

This Agreement is predicated upon normal soil conditions defined by E.I.A. standard RS-222 (latest revision). Should Motorola encounter subsurface, structural, adverse environmental and/or latent conditions at any site differing from those indicated on the specifications, or as used in the preparation of the bid price, the Purchaser will be given immediate notice of such conditions before they are further disturbed. Thereupon, Motorola and the Purchaser shall promptly investigate the conditions and, if found to be different, will adjust the plans and/or specifications as may be necessary. Any changes that cause an adjustment in the contract price

or in time required for the performance of any part of the contract shall result in a contract modification in accordance with Section 4 of the General Provisions.

Section 4 PERIOD OF PERFORMANCE

A. Motorola projects that it will be able to obtain final acceptance and completion of the Acceptance Test Plan within the time interval specified in Exhibit C (if applicable). A more detailed timeline shall be provided to Purchaser after the design review and customer kick-off meeting.

B. Whenever a party knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of the work, the party shall within thirty (30) days give the other party notice thereof and may request an extension of time to perform the work.

C. In order to successfully integrate and implement this project, shipments will be made F.O.B. Destination to Purchaser facilities, local Motorola staging facilities, warehousing facilities, or any combination thereof. It is agreed that this plan is acceptable to Purchaser and that Motorola will advise prior to shipment of actual destination and that Purchaser will accept shipment, and make payment as required by this Agreement.

D. It is also agreed that equipment shipping dates reflected in this Agreement are estimates only, and that shipment may be made at any time prior to, or subsequent to these estimated shipping dates.

Section 5 ACCEPTANCE CRITERIA

A. Motorola will test the Communications System in accordance with the Acceptance Test Plan. System acceptance will occur upon the successful completion of such testing ("System Acceptance") at which time both parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems or phases of the System, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems or phases. Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance. Purchaser and Motorola will jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon schedule.

B. Motorola agrees to notify Purchaser when the Communications System is ready for acceptance testing. Motorola and Purchaser agree to commence acceptance testing within ten (10) business days after receiving such notification. If testing is delayed for reasons within the control of Purchaser or its employees, contractors, agents or consultants for more than ten (10) business days after notification, final payment will be due within thirty (30) days after such notification and the Warranty Period will commence immediately.

C. Motorola may, but is not obligated to, issue written authorization for Purchaser to use the Communications System or its subsystem(s) for limited training or testing purposes, prior to the

completion of testing by Motorola. Any use of the Communications System without prior written authorization by Motorola shall constitute System Acceptance.

Section 6 PAYMENT SCHEDULE

A. Motorola agrees to sell all of the equipment and perform the services as outlined in the Scope of Work, and Purchaser agrees to buy the aforementioned equipment and services for the sum of (\$252,070.00), which includes the H-GAC administration fee. The final price may be adjusted by change orders approved pursuant to Statement of Work attached hereto as Exhibit "C".

B. Payments to Motorola shall be made according to the following milestones:

1. 20% of the total contract price is due when Purchaser executes this Agreement;
2. 60% of the total contract price will be invoiced immediately after the Equipment is shipped from Motorola's facilities;
3. 10% of the total contract price will be invoiced immediately after the Equipment is installed at the sites specified in the Exhibits; and
4. 10% of the total contract price will be invoiced immediately after System Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

C. In the event of failure or delay by the Purchaser in providing sites, space, approvals, licenses, or any other Purchaser obligations required preceding delivery of Motorola equipment, it is agreed that Motorola, at its sole discretion, may ship equipment as planned and that the Purchaser will accept the equipment and make payment in accordance with the terms of this Agreement. Any additional costs incurred by Motorola for storage of equipment will be invoiced and paid by Purchaser.

D. Payments to Motorola shall be made as follows:

- (i) Motorola shall immediately forward an invoice for the payment requested in Section 6(B) above to Purchaser.
- (ii) Purchaser shall pay the Motorola invoice within thirty (30) calendar days of receipt.

E. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of Motorola/H-GAC Contract dated _____.

F. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the date as

set forth above and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

Section 7 PROJECT MANAGEMENT

A. If the size or complexity of the project warrants, Motorola will assign a Project Manager, who is authorized to exercise technical direction of this project. Motorola, at any time, may designate a new or alternate Project Manager with written notice to Purchaser and H-GAC.

B. All matters affecting the terms of this Agreement or the administration thereof shall be referred to Motorola's cognizant Contract Administrator who shall have authority to negotiate changes in or amendments to this Agreement.

Section 8 NOTICE ADDRESSES

A. Motorola Solutions, Inc.
1303 East Algonquin Road
Schaumburg, IL 60196
Attn.: Law Department

B.

C. Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Attn.: Public Services Manager

Section 9 ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

The main body of this Agreement.

Exhibit A General Provisions.

Exhibit B Motorola Software License.

Exhibit C Technical and Implementation Documents, consisting of: _____.

Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable)

Exhibit D Motorola/H-GAC Contract dated _____.

Section 10 DISPUTES

Motorola and the Purchaser will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Motorola and the Purchaser within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. Motorola and the Purchaser will bear their own costs but will share the cost of the mediator equally. By mutual agreement, however, Motorola and Purchaser may postpone mediation until both parties have completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in Texas. Both Motorola and Purchaser consent to jurisdiction over it by such a court. All communications pursuant to the negotiation and mediation will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

Section 11 SEVERABILITY

If any portion of this Agreement or any exhibits hereto is held to be invalid, such provision or portion of such provision shall be considered severable, and the remainder of this Agreement shall not be affected.

Section 12 HEADINGS AND SECTION REFERENCES

The headings given to the paragraphs are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the heading refers.

Section 13 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 6 (Payment Schedule) if any payment obligations exist; Section 9 (Order of Precedence); Section 10 (Disputes); Section 11 (Severability); Section 12 (Headings and Section References); Section 13 (Survival of Terms) and Section 14 (Full Agreement).

Section 14 **FULL AGREEMENT**

This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties. The preprinted terms and conditions found on any Purchaser purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs that document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

MOTOROLA SOLUTIONS, INC.

PURCHASER

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print - Block Letters)

Name: _____
(Print - Block Letters)

Title: _____
(Print - Block Letters)

Title: _____
(Print - Block Letters)

Date: _____

Date: _____

EXHIBIT A
GENERAL PROVISIONS
MOTOROLA SOLUTIONS, INC.

Section 1 STANDARDS OF WORK

Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice.

Section 2 TAXES

The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes. If any taxes are determined applicable to this transaction or Motorola is required to pay or bear the burden thereof, the Purchaser agrees to pay to Motorola the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

Section 3 SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. Destination. Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the Purchaser upon receipt at the F.O.B. Destination. After delivery to the F.O.B. Destination, risk of loss and damage to the articles shall be borne by the Purchaser. The above notwithstanding, title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

Section 4 CHANGES IN THE WORK

A. The Purchaser may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.

B. If any order under this Section 4 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Motorola is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.

Section 5 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, indemnification, strict liability in tort or otherwise, is limited to the price of the particular products or services sold hereunder with respect to which losses or damages are claimed. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action shall be brought for any breach of this contract more than two (2) years after the accrual of such cause of action except for money due upon an open account.

Section 6 EXCUSABLE DELAYS

A. Neither Motorola nor the Purchaser shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but are not be limited to, acts of God; fire; strikes; material shortages; compliance with laws or regulations; riots; acts of war; or any other conditions beyond the reasonable control of the party or parties.

B. Delays as identified herein may cause an impact on the Period of Performance stated in the Agreement. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 7 DEFAULT

A. If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless such failure has been caused by the conditions set forth in Section 6 of these General Provisions) and may assert a default claim by giving the non-performing party a written and detailed notice of default. Except for a default by Purchaser for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Purchaser is the defaulting party, Motorola may stop work on the project until it approves the Purchaser's cure plan.

B. If a defaulting party fails to cure the default as provided above in Section 7.A, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting party will promptly return to the non-defaulting party any of its confidential information. If Purchaser is the non-defaulting party, terminates this Agreement as permitted by this Section, and completes the System through a third party, Purchaser may

as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the contract price. Purchaser will mitigate damages and provide Motorola with detailed invoices substantiating the charges. IN THE EVENT OF DEFAULT, MOTOROLA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, LIQUIDATED, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 8 DELAYS BY PURCHASER

If the Purchaser is responsible for delays in the schedule set forth in the Agreement, the Purchaser shall be liable for actual costs incurred by Motorola resulting from these delays if Motorola requests compensation. Such charges may include, but are not limited to, additional Engineering; rescheduling charges; storage charges; maintenance charges; and transportation charges. The Purchaser shall have the option to attempt to minimize actual costs incurred by storing and transporting equipment at its own expense. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 9 LICENSES/AUTHORIZATION

The Purchaser is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees is an agent or representative of the Purchaser in FCC matters or otherwise. Motorola, however, may assist in the preparation of the license application at no charge to the Purchaser. Purchaser acknowledges that project implementation is predicated on receipt of proper FCC licensing.

Section 10 INDEMNIFICATION

Motorola agrees to and hereby indemnifies and saves Purchaser harmless from all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the Purchaser by reason of or on account of damage to the tangible property of the Purchaser or the property of, injury to, or death of any person, to the extent and in the proportion that such damage or injury is caused by Motorola's negligent acts or omissions or that of its employees, subcontractors, or agents while on the premises of the Purchaser during the delivery and installation of the communications equipment. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 11 WARRANTIES

A. WARRANTY PERIOD. Upon System Acceptance, the System Functionality representation described below is fulfilled. The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance ("Warranty Period") in accordance with the applicable limited warranties shown below. In no event will the warranty period last longer than eighteen (18) months after the Equipment and Software is shipped from Motorola. Purchaser must notify Motorola in writing if Equipment or

Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

B. **SYSTEM FUNCTIONALITY.** Motorola represents that the Communications System will satisfy the functional requirements in Exhibit C. Upon System Acceptance, this System Functionality representation is fulfilled. After System Acceptance, the Equipment Warranty set forth below and the Software Warranty set forth in the Software License Agreement will apply.

Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System provided hereunder. Additionally, Motorola will not be responsible for System performance when the functionality is reduced for reasons beyond Motorola's control including, but not limited to, i) an earthquake, adverse atmospheric conditions or other natural causes; ii) the construction of a building that adversely affects the microwave path reliability or RF coverage; iii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iv) Purchaser changes to load usage and/or configuration outside the parameters specified in Exhibit C; v) any other act of parties who are beyond Motorola's control, including Purchaser or its employees, contractors, consultants or agents.

C. **EQUIPMENT WARRANTY.** Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section. At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola's liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

THIS WARRANTY DOES NOT APPLY TO

- a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.
- b) Defects or damage occurring from misuse, accident, liquids, neglect or acts of God.
- c) Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this System Purchase Agreement.
- d) Breakage of or damage to antennas unless caused directly by defects in material or workmanship.

- e) Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.
- f) Equipment that has had the serial number removed or made illegible.
- g) Batteries (because they carry their own separate limited warranty).
- h) Freight costs to the repair depot.
- i) Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment.
- j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.
- k) Software.
- l) Normal or customary wear and tear.

D. Motorola Software Warranty. Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit B.

E. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement.

F. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Section 12 CONFIDENTIAL INFORMATION

Motorola proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable. All other material and information of confidential nature marked Motorola PROPRIETARY and/or CONFIDENTIAL will be released as necessary under the following conditions:

- (1) Purchaser shall exercise reasonable and prudent measures to keep these items in confidence.
- (2) Purchaser shall not disclose these items to third parties without prior written permission, unless Motorola makes them public or Purchaser learns them rightfully from sources independent of Motorola, or it is required by law to be disclosed.
- (3) Motorola, where necessary, retains the right to prescribe specific security measures for the Purchaser to follow to maintain the confidentiality.

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required.

Section 13 SOFTWARE LICENSE

A. Motorola Software. Any Motorola Software furnished will be licensed to Purchaser solely according to the terms and restrictions of the Software License Agreement attached as Exhibit B. Purchaser hereby accepts all of the terms and restrictions of the Software License Agreement.

B. Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software pursuant to the Software License Agreement, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply and the copyright owner will have all of Motorola's rights and protections under the Software License Agreement.

Section 14 PATENT INDEMNIFICATION

A. Motorola will defend at its expense any suit brought against Purchaser to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Purchaser promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Purchaser providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Purchaser by a

court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

B. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Purchaser the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Purchaser a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

C. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Purchaser's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Purchaser to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Purchaser extend in any way to royalties payable on a per use basis or the Purchaser's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Purchaser from sales or license of the infringing Motorola Product.

D. This Section 14 provides Purchaser's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Purchaser has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 5.

Section 15 DISCLAIMER OF PATENT LICENSE

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that Purchaser shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.

Section 16 WAIVER

Failure or delay on the part of Motorola or Purchaser to exercise a right or power hereunder shall not operate as a waiver of the right or power. For a waiver of a right or

power to be effective, it must be in a writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

Section 17 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 18 ASSIGNABILITY

Except as provided herein, neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Purchaser. In addition, in the event Motorola separates one or more of its businesses (each a “Separated Business”), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a “Separation Event”), Motorola may, without the prior written consent of the other party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement..

Section 19 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 2 (Taxes); Section 5 (Limitation of Liability); Section 7 (Default); Subsection 11.F (Disclaimer of Implied Warranties); Section 12 (Confidential Information); Section 13 (Software License); and Section 16 (Waiver); Section 17 (Governing Law) and Section 19 (Survival of Terms).

Section 20 ADMINISTRATOR LEVEL ACCOUNT ACCESS

Motorola will provide Purchaser with Administrative User Credentials. Purchaser agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Purchaser is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Purchaser may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Purchaser understands that changes made as the Administrative User can significantly impact the performance of the System. Purchaser agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola’s ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the

extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Purchaser and Purchaser will pay Motorola on a time and materials basis for resolving the issue.

Section 21 MAINTENANCE SERVICE

If this Agreement contains a Warranty and Maintenance Plan, then, during the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement, including the Warranty and Maintenance Plan and Service Terms and Conditions. Such services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services during the Warranty Period, or any maintenance and support services after the Warranty Period, the description of and pricing for such services will be set forth in a separate document. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to such maintenance and support will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

Exhibit B

Software License Agreement

This Exhibit B, Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any

information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon

transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and confidential information and are Motorola's trade secrets. Licensee will not disclose the Software and Documentation to any third party except as permitted by this Agreement or expressly in writing by Motorola. Licensee will take necessary and appropriate precautions to maintain the confidentiality and guard against the unauthorized disclosure of the Software and Documentation. Licensee will limit access to the Software and Documentation only to Licensee's employees who "need to know" and are authorized to use the Software and Documentation as permitted by this Agreement.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit C

Technical and Implementation Documents

Exhibit D

Motorola/H-GAC Radio Communications Equipment & Systems Agreement

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
MOTOROLA SOLUTIONS, INC.
Farmers Branch, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Motorola Solutions, Inc.** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at Park West C-2, 1507 LBJ Freeway, Farmers Branch, Texas 75234.

ARTICLE 1: **SCOPE OF SERVICES**

The parties have entered into a **Radio Communication/Emergency Response & Mobile Interoperability Equipment** Contract to become effective as of May 1, 2012, and to continue through April 30, 2015 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Radio Communication/Emergency Response & Mobile Interoperability Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Radio Communication/Emergency Response & Mobile Interoperability Equipment** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **RA05-12**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **RA05-12**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: **LEGAL AUTHORITY**

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: **END USER AGREEMENTS**

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

ARTICLE 7:

SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:

EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract. To the extent allowed by law, nothing contained herein shall authorize **H-GAC** and/or **END USER** to audit confidential information regarding product cost.

ARTICLE 9:

REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:

MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR** at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to **H-GAC** on a basis that provides prices more favorable than those provided to **H-GAC**, **CONTRACTOR** shall within ten (10) business days thereafter notify **H-GAC** of that offering. The contract with **H-GAC** shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same quantity discount to **H-GAC** and its End Users for equal or larger orders purchased the same quantity and under the same circumstances. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to **H-GAC**.

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Contractor has in the State of Texas. The term "*pre-existing contracts*" shall refer to contracts in existence as of the original effective date of the HGAC contract, i.e.5/1/12.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "*Communications System*" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan.

The Parties accept the following definition of routine. *A prescribed, detailed course of action to be followed regularly; a standard procedure.*

ARTICLE 11:

SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:

DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of

such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR'S** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC'S liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR'S** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS

1. All Cooperative Purchasing business will be processed in accordance with **H-GAC'S** policies and procedures, at contracted prices, and shall include approved order processing charges.
2. **END USER** will access the Cooperative Purchasing Program through the **H-GAC** website and /or by submission of any duly executed purchase order to a contractor having a valid contract with **H-GAC** and in a format acceptable to **H-GAC**.
3. **END USER** will submit order(s) electronically through **CONTRACTOR'S** on-line ordering process or issue Purchase Order(s) directly to **CONTRACTOR** at contract prices, and also submit a copy to **H-GAC**.

4. The **H-GAC CONTRACTOR** will deliver products/services as specified by the contract between **CONTRACTOR** and **H-GAC**, and invoice each **END USER** for (1) products/services purchased and (2) **H-GAC'S** applicable order processing charge.
5. Upon delivery, acceptance, and receipt of an **H-GAC CONTRACTOR'S** documented invoice, **END USER** shall pay the **H-GAC CONTRACTOR** the full amount of the invoice.
6. For orders of less than \$100,000, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to **H-GAC** on a monthly basis. For orders of \$100,000 or more, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case not later than forty-five (45) calendar days after receipt of End User payment by **Motorola**.
7. Failure to promptly remit **H-GAC'S** order processing charges may result in sanctions including, but not limited to, contract termination.
8. **CONTRACTOR** shall be responsible for delivery and acceptance of each unit by **END USER**, according to the requirements of the specifications, this Contract, and purchase order issued to **CONTRACTOR** by an **END USER**. All required equipment tests shall be borne by **CONTRACTOR**.
9. **CONTRACTOR** shall promptly provide **H-GAC and END USER** with all information pertaining to delivery schedules. **CONTRACTOR** shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested.
10. All prices are F.O.B. **END USER'S** location with all transportation charges prepaid and included in any invoice.
11. All pricing shall be based on the current contract unless the **H-GAC CONTRACTOR** prior to receipt of **END USER'S** purchase order for delivery of any products/services has received **H-GAC'S** prior written approval for any price increases.
12. The **H-GAC CONTRACTOR** agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable **H-GAC** order processing charge. The **CONTRACTOR** agrees to encourage **END USERS** to execute authorizing Interlocal contracts with **H-GAC**.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER'S** purchase order is placed.

ARTICLE 21:

PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER'S** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER'S** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER'S** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER'S** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.


ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD /IF APPLICABLE/

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

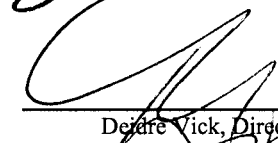
IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston**
Area Council, Houston, Texas:



Jack Steele, Executive Director

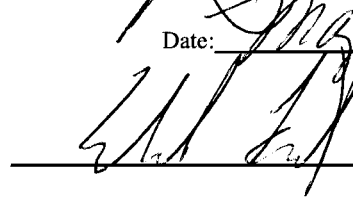
Attest for **Houston-Galveston**
Area Council, Houston, Texas:



Debra Vick, Director of Public Services

Date: 5/25, 2012

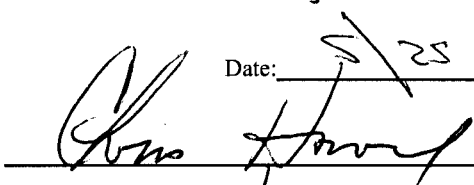
Signed for **Motorola Solutions, Inc.**
Farmers Branch, Texas:



Printed Name & Title: Edward Fuerst, MSSS Vice President

Date: 5/25, 2012

Attest for **Motorola Solutions, Inc.**
Farmers Branch, Texas:



Printed Name & Title: Chip Howard - Motorola Area Manager

Date: 5/25, 2012

Attachment A
Motorola Solutions, Inc.
Radio Communication/Emergency Response & Mobile Interoperability Equipment
Contract No.: RA05-12

Product Category	Description	Base Offered Price
A,B, C	<i>Per the RFP Motorola has included an Electronics Catalogue (ECAT disk), April 2011 Edition, on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.</i>	See APC Discounts per ECAT Pricebook
A	<i>Per the RFP Motorola has included an Electronics Catalogue for our Vertex equipment on a CD (Vertex Standard List Price Book, Effective 2/13/2012) media in lieu of listing each individual product and its options.</i>	28% off List Price
D	Motorola Integration Services LMR	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
D	Project Management Daily Rate*	\$ 1,610.00
D	System Engineering Daily Rate*	\$ 1,610.00
D	System Technologist Daily Rate*	\$ 1,925.00
D	Standard Shop Installation: Hourly Rate*	\$ 135.00
D	Standard Shop Installation: Daily Rate*	\$ 900.00
D	Mobile Radio Installation*	\$160 - \$370
D	Radio Programming*	\$50 - \$105
D	Data Installation*	\$160 - \$370
	*Prices may vary by Region and Stated Scope. Travel Not Included	
D	Motorola Integration Services Advanced Services	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
D	NG9-I-1 Consoling Services-Daily Rate*	\$1,500
D	Security Project/Program Management-Daily Rate*	\$1,500
D	Wireless Security Technician-Daily Rate*	\$1,400
D	Security Penetration Tester (Wired Network)-Daily Rate*	\$1,400
D	Secutriy Trainer-Daily Rate*	\$1,176
D	Application Security Code Reviewer-Daily Rate*	\$1,800
D	IT Incident Response and E-Discovery Assitance-Daily Rate*	\$1,500
D	IT Disaster Recovery Planner-Daily Rate*	\$1,400
D	IT Disaster Recovery Plan Tester-Daily Rate*	\$1,400
D	Buisness Continuity/Continuity of Government Planner-Daily Rate*	\$1,400
D	Buisness Continuity/Continuity of Government Plan Tester-Daily Rate*	\$1,400
D	Mobile Application Services Project Management-Daily Rate*	\$1500
D	Mobile Application Services System Engineer-Daily Rate*	\$1500
D	Mobile Application Services Solution Architech-Daily Rate*	\$1,800
D	Mobile Application Services Application and Solution Design-Daily Rate*	\$1,800
D	Mobile Application Services Application and Solution Implementation-Daily Rate*	\$1,800
D	Application Integration and Customization Services Project Management-Daily Rate*	\$1,500
D	Application Integration and Customization Services System Engineer-Daily Rate*	\$1,500
D	Application Integration and Customization Services Solution Architech-Daily Rate*	\$1,800

D	Application Integration and Customization Services Application and Solution Design-Daily Rate*	\$1,800
D	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	\$1,500
D	Unified Communications Services Project Management-Daily Rate*	\$1,500
D	Unified Communications Services System Engineer-Daily Rate*	\$1,500
D	Unified Communications Services Solution Architect-Daily Rate*	\$1,800
D	Unified Communications Services Application and Solution Design-Daily Rate*	\$1,800
D	Unified Communications Services Application and Solution Implementation-Daily Rate*	\$1,500
D	Consulting Services Project Management-Daily Rate*	\$1,500
D	Consulting Services System Engineer-Daily Rate*	\$1,500
D	Consulting Services Solution Architect-Daily Rate*	\$1,800
D	Consulting Services Internet Protocol Network Accessment-Daily Rate*	\$1,800
D	Consulting Services IP Network Design and Integration-Daily Rate*	\$1,800
D	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	\$1,800
D	Consulting Services Custom Network Interface Design and Integration-Daily Rate*	\$1,800
APC DISCOUNTS PER ECAT PRICEBOOK		
548	CAD Equipment	10%
702	CAD Equipment	0%
850	CAD Equipment	0%
40	Data Applications	15%
41	Data Applications	10%
41	Data Applications	10%
153	Data Applications	15%
297	Data Applications	0%
298	Data Applications	15%
299	Data Applications	15%
333	Data Applications	10%
343	Data Applications	10%
170	Data Subscriber Devices	15%
171	Data Subscriber Devices	10%
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	0%
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
147	Dispatch Solutions	10%
185	Dispatch Solutions	0%
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	13.50%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20.00%
454	Dispatch Solutions	15%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%
740	Dispatch Solutions	15%

629	Enterprise Terminals	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
272	Fixed Station Accessories	20%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
811	Fixed Stations	5%
5	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
881	Fixed Stations	15%
15	Fixed Wireless Broadband	20%
75	Fixed Wireless Broadband	0%
76	Fixed Wireless Broadband	0%
218	Fixed Wireless Broadband	15%
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	0%
801	Fixed Wireless Broadband	0%
806	Fixed Wireless Broadband	0%
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%

51	LTE	10%
52	LTE	10%
53	LTE	10%
54	LTE	10%
55	LTE	10%
56	LTE	10%
57	LTE	10%
58	LTE	5%
59	LTE	10%
61	LTE	10%
63	LTE	10%
65	LTE	10%
73	LTE	0%
375	LTE	0%
708	LTE	10%
823	Maintenance	0%
983	Maintenance	0%
291	Mobile Accessories	15%
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
38	Mobile Stations	10%
103	Mobile Stations	26.50%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
484	Mobile Stations	10%
500	Mobile Stations	25%
514	Mobile Stations	25%
518	Mobile Stations	25%
585	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
216	MOTOTRBO	10%
422	MOTOTRBO	10%
475	MOTOTRBO	10%
516	MOTOTRBO	10%
557	MOTOTRBO	10%
563	MOTOTRBO	10%
777	MOTOTRBO	10%
131	Network Products	10%
147	Network Products	10%
207	Network Products	10%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Recievers	15.00%
839	Paging/Recievers	15%
940	Paging/Recievers	15%
941	Paging/Recievers	15%
1	Portable Radiophone (Portables)	20%
4	Portable Radiophone (Portables)	20%
8	Portable Radiophone (Portables)	20%

37	Portable Radiophone (Portables)	10%
87	Portable Radiophone (Portables)	10%
133	Portable Radiophone (Portables)	15%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	0%
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
271	Portable Radiophone (Portables)	20%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20.00%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	20%
456	Portable Radiophone (Portables)	20%
476	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	20%
527	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
577	Portable Radiophone (Portables)	20%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	33.50%
687	Portable Radiophone (Portables)	18%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
785	Portable Radiophone (Portables)	20%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
659	Professional Services	0%
659	Professional Services	0%
670	Professional Services	0%
842	Professional Services	0%
682	Radius Products	20%
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
195	Software Upgrades/Flashport	0%
371	Software Upgrades/Flashport	0%
430	Software Upgrades/Flashport	20%

262	Test Equipment	20%
39	Trunking Products and Systems	5%
85	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
152	Trunking Products and Systems	5%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
2	Video Solutions	10%
488	Video Solutions	10%
606	Wireless Mobility	15%
683	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%

Exhibit E
Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for the additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove that Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER Contact

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than two (2) years after the accrual of such cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writing unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying

with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Texas.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider a resolution authorizing the Mayor to execute an Agreement for Architectural Services and accompanying Supplemental Agreement No. 1 with Wiginton Hooker Jeffry, P.C. for the Lisa Rae Drive Fire Station Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/26/2015

Dept Director: Chad McDowell, General Services Director

Cost: \$234,150.00

Indexes: 2014 General Obligation Bonds

Attachments: Resolution, Exhibit A

Department: General Services Department

Text of Legislative File 2015-2277

Architectural Services related to the construction of a new Fire Station located at 1401 and 1405 Lisa Rae Drive, Round Rock. Professional Services for this project shall include, but not limited to, schematic Design Development, Construction Documents, bidding, and construction observation. Once built, this station will be replacing station number #4, resulting in a zero impact to the current operational budget. This fee is based off of our prototype Fire Station and is currently 5.5% of the Construction cost.

Cost: \$234,150.00

Source of Funds: 2014 GO Bonds

Staff Recommend approval

RESOLUTION NO. R-2015-2277

WHEREAS, the City of Round Rock desires to retain professional architectural and design services related to the construction of a fire station at 1401 and 1405 Lisa Rae Drive, and

WHEREAS, Wiginton Hooker Jeffry, PC has submitted a Standard Form of Agreement Between Owner and Architect (“Agreement”) and Supplemental Agreement No. 1 to provide said services, and

WHEREAS, the City Council desires to enter into said Agreement and Supplemental Agreement No. 1 with Wiginton Hooker Jeffry, PC, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Standard Form of Agreement Between Owner and Architect and Supplemental Agreement No. 1 with Wiginton Hooker Jeffry, PC for architectural and design services related to the construction of a fire station at 1401 and 1405 Lisa Rae Drive, 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 26th day of February, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**City of Round Rock Agreement
for Architectural Services for
City of Round Rock
A Fire Station at 1401 and 1405 Lisa Rae Drive
with Wiginton Hooker Jeffry, PC**

Based upon AIA Document B141 - 1997
1997 Edition - Electronic Format
Standard Form of Agreement between Owner and Architect

AGREEMENT made as of the _____ (____) day of the month of February in the year Two Thousand Fifteen.

BETWEEN the Architect's client identified as the City or the Owner:

City of Round Rock
221 East Main Street
Round Rock, Williamson and Travis Counties, Texas 78664

and the Architect:

Wiginton Hooker Jeffry, PC
209 East Riverside Drive
Austin, Texas 78704

For the following Project:

Professional architectural services and design services related to the construction of a Round Rock Fire Station at 1401 and 1405 Lisa Rae Drive, Round Rock, Texas.

Professional services for this Project shall include but not be limited to, Schematic Design, Design Development, Construction Documents, Bidding Phase and Construction Observation.

The Owner and the Architect agree as follows:

ARTICLE 1.1 INITIAL INFORMATION

1.1.1 This Agreement is based on the following information and assumptions.

The Architect shall furnish the delineated services, including but not limited to meeting with the Owner's representatives and others designated by the Owner to determine needs and requirements; rendering professional consultation and advice; furnishing all necessary design and contract administration services for the referenced Project; and providing other specialized services.

Architectural services shall include the submittal of plans for Texas Accessibility Standards (TAS) review, which is a requirement of federal law to comply with the ADA if the construction budget exceeds \$50,000.

1.1.2 PROJECT PARAMETERS

1.1.2.1 The objective or use is:

The referenced Project consists of professional planning, design, and construction services related to the following:

New construction of a Round Rock Fire Station at 1401 and 1405 Lisa Rae Drive.

1.1.2.2 The physical parameters are:

The Fire Station is planned to be built at 1401 and 1405 Lisa Rae Drive, Round Rock, Texas.

1.1.2.3 The Owner's Program is:

The program of development shall include but not be limited to the following elements: Schematic Design Phase, Design Development Phase, Construction Documents Phase, Bidding Phase and Construction Administration Phase. The tasks performed as a part of each element shall be as stated in Exhibit "A" attached hereto and incorporated herein for all purposes. The parties agree that elements, or portions thereof, may be omitted by the Owner for reasons including meeting the Project budget.

Schedule

Proposed Schedule for the Project is attached as Exhibit B and incorporated herein. The attached Proposed Schedule (Exhibit B) is identical to the Proposed Schedule for the Red Bud Fire Station Project. The Architect shall construct both the Red Bud Fire Station and Lisa Rae Fire Station simultaneously, or if not simultaneously, construction on both Projects shall commence within one month of each other and shall be completed within one month of each other.

The Architect will maintain project schedule in a format acceptable to the City throughout the duration of the Project.

1.1.2.4 The legal parameters are: Not applicable.

1.1.2.5 The financial parameters are as follows:

1. The Fee Schedule relative to this Agreement is as follows:

A. Professional Services

In consideration for the professional services to be performed by the Architect, the City agrees to pay the Architect a total sum not to exceed Two Hundred Thirty-Four Thousand One Hundred Fifty Dollars and no/100 (\$234,150.00). Said sum is a fixed not-to-exceed amount, and shall be paid as delineated in the attached Exhibit "A" which is incorporated herein by reference for all purposes. Such not-to-exceed sum includes amounts paid for Architect's services; and for consultant fees for MEP engineers, structural engineers, civil engineers; for the production of Record Drawings; and for reimbursable expenses, as follows:

B. Reimbursable Expenses Allowance

Payment for reimbursable expenses, including administrative charges and out-of-pocket expenses, shall not exceed the maximum sum of Seven Thousand Dollars and no/100 (\$7,000.00), and such amount is *included* in the not-to-exceed total fee recited herein.

C. Not-to-exceed total payment for Professional Services and Reimbursable Expenses payable hereunder: Unless subsequently changed by Supplemental Agreement hereto, the Architect's total compensation for services and reimbursables hereunder shall not exceed Two Hundred Thirty-Four Thousand One Hundred Fifty Dollars and no/100 (\$234,150.00). Such amount represents the absolute limit of the City's liability to the Architect unless same shall be changed by additional Supplemental Agreement, and the City shall pay, strictly within the confines of the not-to-exceed sums recited herein, the Architect's professional fees and reimbursable expenses for work done on behalf of the City. No deductions shall be made for the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to the Architect. No additions shall be made to the Architect's compensation based on Project claims, whether paid by the City or denied.

D. Additional Services: Additional services are defined as any services not listed as a basic service including revisions to previously-approved plans that necessitate additional work for the Architect, substantive changes in Project scope, or additional work necessitated by unknown or reasonably unforeseen circumstances. The parties expressly agree that such additional services would be performed under a supplemental agreement negotiated at a time subsequent to this Agreement. Submittals with applications to agencies with jurisdiction (i.e. TCEQ, City) are included as a basic service. Submittal, filing, and review fees charged by authorities having jurisdiction shall be a reimbursable expense.

1.1.2.6 The time parameters are:

Services hereunder shall commence immediately upon receipt by the Architect of this fully-executed Agreement. Completion of design services shall be not later than the date identified in the attached Exhibit "B." Other time parameters or adjustments to time parameters may be determined at a later date by mutual agreement of the parties.

1.1.2.7 The proposed procurement or delivery method for the Project is:

Professional services such as architectural/planning will be engaged by negotiated contract. The general contractor for construction will be selected by a method to be determined.

1.1.2.8 Other parameters are:

Unknown at this time.

1.1.3 PROJECT TEAM

1.1.3.1 The Owner's Designated Representatives are:

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

Travis Wilkes
Building Construction Manager
City of Round Rock
212 Commerce Boulevard
Round Rock, Texas 78664
Telephone Number (512) 341-3317
Email Address: twilkes@roundrocktexas.gov

1.1.3.2 The persons or entities, in addition to the Owner's Designated Representatives, who are required to review the Architect's submittals to the Owner are:

Not designated at this time.

1.1.3.3 The Owner's consultants and contractors are:

Architect of Record / Prime Firm:

Wiginton Hooker Jeffrey, P.C.

1.1.3.4 The Architect's Designated Representative is:

Don Greer
611 South Congress Avenue
Suite 225
Austin, Texas 78704

1.1.3.5 The consultants retained at the Architect's expense are identified in Exhibit "A."

1.1.4 Other important initial information is:

Not applicable.

1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 as modified between the Owner and the Contractor. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and the Architect with consent of the Contractor, which consent shall not be unreasonably withheld. The

Architect consents to the modifications of AIA Document A201, General Conditions of the Contract for Construction, between the Owner and the Contractor.

1.1.6 It is expressly understood and agreed by and between the parties hereto that any alteration in schedule, compensation and Change in Services shall be effected only by Supplemental Agreement hereto. Any such Supplemental Agreement to this Agreement must be duly authorized by appropriate City Council or City Manager action.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

1.2.1 The Owner and the Architect shall fully cooperate with one another to fulfill all of their respective obligations required under this Agreement. Both parties shall endeavor during the full term hereof to maintain good working relationships among all members of the Project team.

1.2.2 OWNER

1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within fifteen (15) days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

1.2.2. The Owner shall establish and periodically update the budget for the Project, including that portion allocated for the Cost of the Work, the Owner's other costs, and reasonable contingencies related to all costs.

1.2.2.3 The Owner's Designated Representatives identified in Paragraph 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or Owner's Designated Representatives shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Paragraph 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project and are approved by the Owner.

1.2.2.5 Unless otherwise provided in this Agreement, and if requested in writing, the Owner shall furnish or pay for tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

1.2.2.7 Each party shall provide prompt written notice to the other if either becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

1.2.2.8 The Owner will furnish building permits without charge. Electrical, plumbing and other trade permits will be the responsibility of the construction contractor. Any charges which may be assessed for tap fees will be paid by the Owner and are not to be included by the Architect in the specifications for the Project. However, the Owner agrees to reimburse the Architect the actual costs of review fees associated with Texas Building Accessibility reviews, and reviews by other authorities having jurisdiction.

1.2.2.9 The Owner will provide the Architect with miscellaneous items such as two (2) copies of the City of Round Rock General and Supplementary Conditions for Building Construction, Wage Rates, Contract and Bond Forms, and such other information and materials as may be necessary and practicable for the orderly and expeditious progress of the work and the awarding of the construction contract. To the extent practicable, these documents shall be utilized in the preparation of the construction documents.

1.2.2.10 The Owner will provide timely review and response to inquiries in order to maintain an orderly progression.

1.2.2.11 The Owner will furnish relevant design standards and Owner-furnished equipment specifications.

1.2.3 ARCHITECT

1.2.3.1 The services performed by the Architect, the Architect's employees and the Architect's consultants shall be as

enumerated in Article 1.4 and as enumerated elsewhere herein, in attached and accompanying documents, in supplemental documents, and in related documents.

1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Subparagraph 1.1.2.6 and which may be adjusted, if necessary and approved by the Owner, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or the Owner.

1.2.3.3 The Architect's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

1.2.3.7 The Architect shall be entitled to reasonably rely on the accuracy and completeness of services and information furnished by the Owner. Each party shall provide prompt written notice to the other if either becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

1.3.1 COST OF THE WORK

1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed by the Architect.

1.3.1.2 The Cost of the Work shall include the cost at reasonable current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, for the Contractor's overhead and profit.

1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

1.3.2 INSTRUMENTS OF SERVICE

1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. All of the Architect's designs and work product under this Agreement, including but not limited to Tracings, Drawings, Estimates, Specifications, Investigations, Studies and other documents, shall be the property of the Owner, to be used as the Owner desires; by execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, the Architect hereby conveys, transfers and assigns to the Owner all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project designs and work product developed under this Agreement. Copies may be retained by the Architect. The Architect shall be liable to the Owner for any loss or damage to any such documents while they are in the possession of or while being worked upon by the Architect or anyone connected with the Architect, including agents, employees, consultants or subcontractors. All documents so lost or damaged shall be replaced or restored by the Architect without cost to the Owner. Nothing in this paragraph shall be deemed to include the Architect's standard detail or standard features of overall design, or functional elements of overall design and or individual

design aspects and components the Architect has developed and/or used previously on other projects.

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

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

1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations not otherwise provided in this Agreement.

1.3.2.5 All plans and drawings will be prepared and submitted by the Architect to the Owner for approval on a minimum 24-inch by 36-inch or maximum 32-inch by 42-inch drafting sheet, with all lettering processed in ink or pencil and clearly legible when the sheets are reproduced and reduced to half size.

1.3.2.6 Upon completion of the construction of the Project, the Architect shall, within thirty (30) calendar days from receipt of final-as-built mark-ups from the contractor, deliver to the Owner the reproducible Record Drawings and Record Specifications as described supplementally herein. In addition, the Architect shall submit originals of all documents listed under Section 1.3.2.1 modified to actual as-built conditions as provided by the General Contractor.

1.3.2.7 The Architect shall have no liability for changes made to the drawings. Any such change shall be sealed by the architect making that change and shall be appropriately marked to reflect what was changed or modified. To the extent permitted by law, the Owner agrees to indemnify, defend and hold harmless the Architect for any claims, damages, suits and loss of every kind and nature for the unauthorized re-use of the Architect's Instruments of Service.

1.3.3 CHANGE IN SERVICES

1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing. It is expressly understood and agreed by and between the parties hereto that any alteration in schedule, compensation and Change in Services shall be effected only by Supplemental Agreement hereto. Any such Supplemental Agreement to this contract must be duly authorized by appropriate City Council or City Manager action. It is expressly agreed by the parties that, as to services hereunder, the total sum of \$234,150.00, which includes authorized reimbursable expenses, shall represent the absolute limit of the Owner's liability to the Architect unless same shall be changed by Supplemental Agreement hereto.

1.3.3.2 Changes in Services of the Architect may include a change in the cost of work of more than ten percent (10%) or a change in the size of the building of more than ten percent (10%) as defined in Exhibit "A," if the increase is authorized by the Owner.

1.3.4 MEDIATION

1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with lien notice or filing deadlines prior to resolution of the matter by mediation.

1.3.4.2 The Owner and the Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. Request for mediation shall be filed in writing with the other party to this Agreement, and mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

1.3.5 ARBITRATION

1.3.5.1 The Owner and the Architect hereby expressly agree that no claims or disputes between the Owner and the Architect arising out of or relating to the contract documents or a breach thereof shall be decided by any arbitration proceeding, including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Section 1-14) or any applicable state arbitration statute, except that in the event that the Owner is subject to an arbitration proceeding related to the Project, the Architect consents to be joined in the arbitration proceeding if the Architect's presence is required or requested by the Owner for complete relief to be accorded in the arbitration proceeding.

1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

1.3.6.1 The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 1.3.8.

1.3.7 MISCELLANEOUS PROVISIONS

1.3.7.1 This Agreement shall be governed by the laws of the state of Texas, and venue shall lie in Williamson County, Texas.

1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, as modified between the Owner and the Contractor.

1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document, A201, General Conditions of the Contract for Construction, as modified between the Owner and the Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or the Architect.

1.3.7.6 Unless otherwise provided in this Agreement, the Architect and the Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

1.3.7.9 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with

respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

1.3.8 TERMINATION OR SUSPENSION

1.3.8.1 If the Owner fails to make payments to the Architect in substantial compliance with this Agreement, such failure may be considered substantial nonperformance and cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give fifteen (15) days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all non-disputed sums due prior to suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.2 In connection with the work outlined in this Agreement, it is agreed and fully understood by the Architect that the Owner may cancel or indefinitely suspend further work hereunder or terminate this contract either for cause or for the convenience of the Owner, upon fifteen (15) days' written notice to the Architect, with the understanding that immediately upon receipt of said notice all work and labor being performed under this Agreement shall cease. The Architect shall invoice the Owner for all work satisfactorily completed and shall be compensated in accordance with the terms of this Agreement for all work accomplished prior to the receipt of said notice. No amount shall be due for lost or anticipated profits. All plans, field surveys, maps, cross sections and other data, designs and work related to the Project shall become the property of the Owner upon termination of this Agreement, and shall be promptly delivered to the Owner in a reasonably organized form without restriction on future use. Should the Owner subsequently contract with a new architect for continuation of services on the Project, the Architect shall cooperate in providing information.

1.3.8.3 Nothing contained in Section 1.3.8.2 immediately above shall require the Owner to pay for any work which is unsatisfactory as determined by the Owner's representative or which is not submitted in compliance with the terms of this Agreement. The Owner shall not be required to make any payments to the Architect when the Architect is in default under this contract, nor shall this section constitute a waiver of any right, at law or at equity, which the Owner may have if the Architect is in default, including the right to bring legal action for damages or to force specific performance of this Agreement.

1.3.9 PAYMENTS TO ARCHITECT

1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

1.3.9.2 Reimbursable Expenses, in an amount not to exceed \$7,000.00, are *included* in the not-to-exceed sum for compensation for the Architect's services and include expenses incurred by the Architect and the Architect's employees and consultants directly related to the Project, as identified in the following clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 reimbursable expenses as designated in Paragraph 1.5.5.; and
- .5 other similar direct Project-related expenditures.

1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representatives at mutually convenient times.

1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Architect. This Agreement comprises the documents listed below.

1.4.1.1 Standard Form of Agreement between Owner and Architect with Standard Form of Architect's Services, AIA Document B141-1997, as herein amended.

1.4.1.2 Other documents as follows:

Exhibit "A" supplementing the Scope of Services;

Exhibit "B" proposed Project Schedule;

"Supplemental Agreement No. 1" supplementing Standard Form of Agreement between Owner and Architect with Standard Form of Architect's Services, AIA Document B141-1997.

1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS) provide that it is a violation of ADA/TAS to design and construct a facility for first occupancy later than January 26, 1993 that does not meet the accessibility and usability requirements of the ADA/TAS except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Architect will use its best professional efforts to interpret and meet applicable ADA/TAS requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

ARTICLE 1.5 COMPENSATION

1.5.1 For the Architect's services as described herein, compensation shall be computed as follows:

The Architect's total compensation for services hereunder shall not exceed the sum of \$234,150.00, which sum includes authorized reimbursable expenses.

1.5.2 If the services of the Architect are changed as described in Subparagraph 1.3.3.1, the Architect's compensation may be adjusted.

1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of one (1.00) times the amounts billed to the Architect for such services.

1.5.4 For Reimbursable Expenses as described in Subparagraph 1.3.9.2, and any other items included in Paragraph 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of one (1.00) times the expenses incurred by the Architect, and the Architect's employees and consultants.

1.5.5 Other Reimbursable Expenses, if any, are as follows: None

1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

1.5.7 An initial payment of Zero and No/100 Dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

1.5.8 Payments are due and payable thirty (30) days from the date of the Architect's invoice, or not later than the time period required under the Texas Prompt Payment Act, whichever is later. Non-disputed amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

Payments hereunder shall be made in accordance with the Prompt Payment Act.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

CITY OF ROUND ROCK, TEXAS

WIGINTON HOOKER JEFFRY, PC

By: _____
Mayor, Alan McGraw

By: _____

Date: _____

Date: 2.9.2015

ATTEST:

FOR CITY, APPROVED AS TO FORM:

By: _____
Sara L. White, City Clerk

By: _____
Stephan L. Sheets, City Attorney



W H J ARCHITECTS

611 S. Congress Avenue, Suite 225 Austin, Texas 78704 ph 512.447.1418 fx 512.448.0102 www.whjarch.com

February 6, 2015

Travis Wilkes
Building Construction Manager
General Services Division, City of Round Rock
212 Commerce Blvd.
Round Rock, Texas 78664

via e-mail: twilkes@roundrocktexas.gov

Re: Proposal for Fire Station Prototype Adaption at 1401 and 1405 Lisa Rae Drive

Dear Travis:

At your request, Wiginton Hooker Jeffry (WHJ) offers a proposal for professional design services for the site adaption of the fire station prototype at 1401 and 1405 Lisa Rae Drive. This proposal replaces the one issued on November 4.

For the site adapt of the prototype for the Lisa Rae location, WHJ will provide the following services for a fixed fee: Civil, Architectural, Structural, Mechanical, Electrical, and Plumbing. The scope is the same as what is defined in our Agreement dated September 11, 2014 (Resolution R-2014-1771 and as modified on December 9, 2014 (Resolution R-2014-2061), with the exception of programming, which will not be required. The fee is based on a building size not to exceed 11,232 square feet and a construction budget of not more than \$4,019,296, which includes site development costs, construction cost escalation, and design contingency. A discount (approximately 38%) has been applied based on the following assumptions:

1. Lisa Rae station design will be substantially the same as the prototype design, with no more than 5% difference (including architectural, structural, and MEP designs).
2. The Red Bud and Lisa Rae stations will be bid at the same time as a single package.
3. The two stations will be awarded to a single General Contractor.
4. The two stations will be constructed simultaneously or the second station will start construction within one month of the first and be completed within one month of the first station's completion.

Exhibit "A"

The fee for the Lisa Rae station is structured as follows:

Schematic Design	\$38,000
Design Development	\$62,600
Construction Documents	\$54,500
Bidding/ Negotiation	\$7,800
Construction Administration	\$61,250
<i>Subtotal:</i>	<i>\$224,150</i>
 Record Drawings (Allowance)	 \$3,000
<u>Reimbursables (Allowance)</u>	<u>\$7,000</u>
Total Not to Exceed	\$234,150

If the City requires landscape architecture services for the Lisa Rae site, the fee is an additional \$8,527.

The reimbursable expenses allowance is based on the number of sets of documents delineated in the contract. I expect that there will be additional savings to the City on Reimbursable expenses because of the projects following a parallel design and construction path. It also assumes that shop drawings and product data submittals will be exchanged electronically.

The fee for Record Drawings will be treated as a not-to-exceed allowance that will be charged on an hourly basis for actual services provided. It assumes a maximum of 20 hours of work. When the Contractor submits "as-built" documents, if it is determined that more than 20 hours will be necessary, the Architect shall negotiate an additional services fee with the City.

The design fee is based on a condensed Schematic Design process. The Architect will modify the prototype design as required for minor program changes and site conditions and review the concept with City staff. Staff will provide comments, the Architect will make adjustments if necessary, and staff will approve the design. This approval shall serve as the basis for further development for the remainder of Design Development and Construction Document phases. Substantive changes initiated by the City after this approval are subject to an additional services supplemental agreement, per section 1.1.2.5.1.D of the contract.

The project team remains the same:

Architect

Wiginton Hooker Jeffry, P.C.

Attention: Don Greer

611 S. Congress Avenue

Suite 225

Austin, Texas 78704

Exhibit "A"

Page 3

Civil Engineer (and Landscape Architect, if required)

Halff Associates, Inc.
Attention: Don Pool
Two Sierra Way, Suite 105
Georgetown, Texas 78626

Structural Engineer

Engineering 360, Inc.
Attention: Larry Fisher
2300 Greenhill Drive, Suite 500
Round Rock, Texas 78664

Mechanical/ Electrical/ Plumbing Engineers

Hendrix Consulting Engineers:
Attention: Buck Hendrix
115 E. Main Street
Round Rock, Texas 78664

We look forward to continuing our work with the City of Round Rock. Please contact us if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Greer", with a stylized flourish at the end.

Don Greer, AIA, LEED AP
Vice President

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. TBAE may be contacted at: 333 Guadalupe, Suite 2-350; Austin, Texas 78701; 512-305-9000; www.tbae.state.tx.us

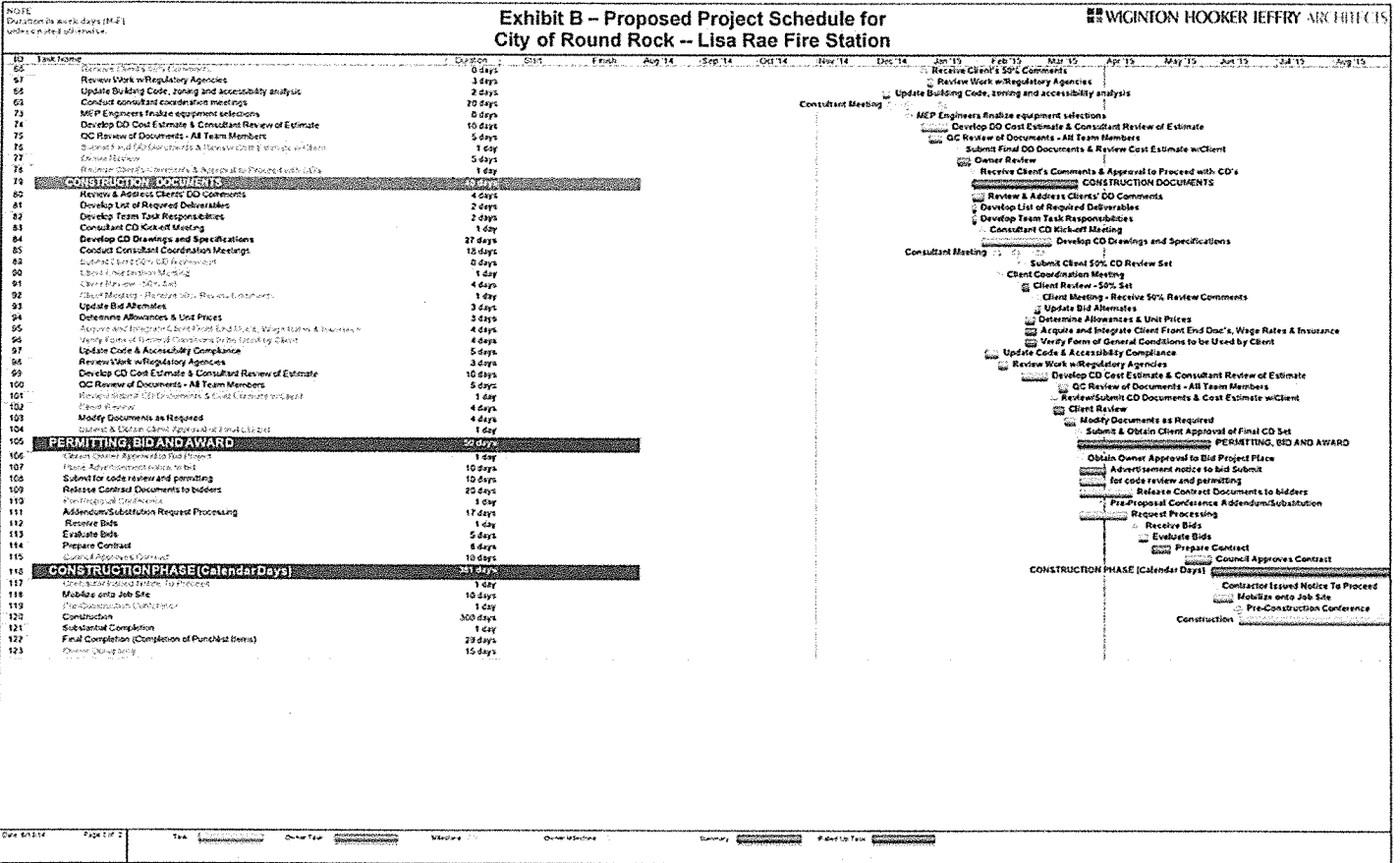
Exhibit "A"

Total		Set Fee (i.e. not a percentage)		Totals	
\$182,000 (Arch / MEP / Struct only)		Half			
		WHJ	20% HCE	12% 360	
SD	\$38,000	\$25,840	\$7,600	\$4,560	\$38,000
DD	\$45,000	\$30,600	\$9,000	\$5,400	\$62,600
CD	\$39,000	\$26,520	\$7,800	\$4,680	\$54,500
BN	\$6,000	\$4,080	\$1,200	\$720	\$7,800
CA	\$54,000	\$36,720	\$10,800	\$6,480	\$61,250
	\$182,000	\$123,760	\$36,400	\$21,840	\$224,150
			\$182,000		
Total Project Fee		\$224,150			

Exhibit "A"

WIGINTON HOOKER JEFFRY ARCHITECTS

[illegible]



SUPPLEMENTAL AGREEMENT NO. 1

CITY OF ROUND ROCK

STATE OF TEXAS

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

This document is entitled Supplemental Agreement No. 1, and it supplements "City of Round Rock Agreement for Architectural Services for a Round Rock Fire Station with Wiginton Hooker Jeffry, P.C." for the following Project:

Professional architectural services and design services related to the following: construction of a new Fire Station on City-owned property located at 1401 and 1405 Lisa Rae Drive, Round Rock, Texas.

Professional services for this Project shall include, but not be limited to, Schematic Design, Design Development, Construction Documents, Bidding, and Construction Observation. Architect shall be the Architect of Record, and shall be in charge of coordination of consultants.

This Supplemental Agreement No. 1 is made and entered into as of the same date of the Agreement it supplements, that being the _____ day of February, 2015, and likewise is by and between the same parties, those being the CITY OF ROUND ROCK, a home-rule municipal corporation of Williamson and Travis Counties, Texas (hereinafter referred to as "City" and/or "Owner") and WIGINTON HOOKER JEFFRY, P.C., with offices located at 611 South Congress Avenue, Suite 225, Austin, Texas 78704 (hereinafter referred to as "Architect").

WITNESSETH:

WHEREAS, as is recited in the Agreement this document supplements, City intends to provide services for the design and construction of the described project (hereinafter called the "Project"). Architect's services are desired for purposes including but not limited to being architect of record, coordinating consultants, planning, civil, architectural, design, structural, mechanical/electrical/plumbing engineering services, document production, bidding-related services, and construction observation services related to the Project. Total compensation for Architect's services under this Agreement shall not exceed the following: \$234,150.00, *including* reimbursable expenses in an amount not to exceed \$7,000.00.

WHEREAS, as is recited in the Agreement this document supplements, City desires to contract with Architect for the delineated professional services, and for the administration of the Construction Contract during construction of the Project, all as previously and hereinafter stipulated and within the limits the City has budgeted or will budget therefor; and

WHEREAS, as is stipulated in the Agreement this document supplements, Architect has agreed to provide such professional services for the compensation delineated previously and herein;

NOW, THEREFORE, City and Architect, in consideration of the terms, covenants and conditions contained in the Agreement this document supplements and herein, hereby agree as follows:

ARTICLE I
SCOPE OF SERVICES AND COMPENSATION

1.01 Scope. Architect, as an independent contractor and professional consultant in its relationship with the City, shall perform all professional services for the Project as set forth in the Agreement this document supplements and herein.

1.02 Compensation. City shall compensate Architect in accordance with the terms and conditions as recited in the Agreement this document supplements and herein.

Unless subsequently changed by additional Supplemental Agreement to this Agreement, duly authorized by City Council Resolution or City Manager action, Architect's total compensation hereunder shall not exceed Three Hundred Twenty-Eight Thousand Four Hundred Forty Dollars and no/100 **\$234,150.00**, *including* a not-to-exceed amount of Seven Thousand Dollars and no/100 (**\$7,000.00**) for approved Reimbursable Expenses. These amounts represent the absolute limit of City's liability to Architect under this Agreement, unless same shall be changed by additional Supplemental Agreement hereto.

The times and further conditions of payment shall be as described in Article VI hereof.

ARTICLE II
ARCHITECT'S SERVICES

2.01 Basic Services. Architect's Basic Services consist generally of the phases described below, and include complete planning, civil, architectural, design, structural, mechanical/electrical/plumbing engineering services, document production, bidding-related services, and construction observation services, and such other services as may be necessary to assist the City in the design and construction of the Project, within the limits the City has budgeted or will budget therefor, and in compliance with the Project Facility Program, which is hereby made a part of this Agreement for all purposes. Architect agrees that upon execution of this Agreement, it will submit to City within ten (10) days a list of all additional consultants it intends to utilize, not previously identified in Architect's proposal, delineating their respective tasks. All of Architect's consultants shall be subject to the approval of the City through its City Manager, and City reserves the right to reject any consultant. Architect shall perform all work hereunder in a manner satisfactory and acceptable to the City, represented by its City Manager or his designee, hereinafter referred to as "Director." A Performance Schedule shall be agreed to by Architect and Director, and Architect agrees to use its best efforts to complete all services hereunder in accordance with such Performance Schedule. All services shall be performed to the highest professional standard.

2.02 Schematic Design Phase. Architect shall provide the following Schematic Design Phase Services: as delineated in the Agreement this document supplements.

2.03 Design Documents Phase. Architect shall provide the following Design Documents Phase

Services: as delineated in the Agreement this document supplements and herein, and as follows:

- (1) Architect shall prepare Design Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work, said Design Documents to include adequate specifications for elements of the Project for consideration and approval by Director. Five (5) copies each of said documents will be submitted to City, each consisting of drawings and other documents to fix and describe the size, cross sections and character of the Project as to architectural, structural, mechanical and electrical systems, materials, and such other essentials as may be necessary and appropriate. Said documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. Said documents shall include outline specifications that identify major materials and systems and establish in general their quality levels. The Design Document Phase shall be completed within the agreed Performance Schedule.

2.04 Construction Documents Phase. Architect shall provide the following Construction Documents Phase Services: as delineated in the Agreement this document supplements and herein, and as follows:

- (1) Architect shall prepare from the approved Design Development Documents and updated budget for the Cost of the Work, for consideration of and approval by Director, Construction Documents, which documents shall set forth in detail the requirements of the entire Project, including the necessary bidding information prepared in such a way to allow City, if it so desires, to advertise for the award of one or more contracts for the construction and completion of the entire Project, or any phase thereof, and Architect shall assist City in preparation of the Bidding Forms, shall utilize without modification City's standard General and Supplementary General Conditions, and shall draft all Special Conditions of the Contract. City's standard form of Contract between City and the Contractor shall also be utilized, along with City's form of Bid Bond, Performance Bond and Payment Bond. Architect shall also compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms. City shall provide all standard documents for Architect to include in the Project Manual.
- (2) Architect shall file five (5) complete sets of proposed Construction Documents with Director for review and official approval prior to the advertisement of bids for the construction of the Project, and within the agreed Performance Schedule following approval of the Design Documents. Following approval, Architect shall prepare and have on hand additional sets as needed for bidding purposes. Should additional sets be required, Architect will be reimbursed for same as an eligible reimbursable expense, upon approval in advance by City. Architect shall also file with Director at said time, the following items:
 - (a) Tracing of the Project Title Sheet, signed by Architect, with seal affixed. (This tracing shall be returned to Architect to print contract documents when the signatures of City officials have been properly affixed).
 - (b) Four (4) unbound copies of the approved Project Construction Manual for

subsequent binding with signed construction contracts. The Project Construction Manual shall include General and Supplementary General Conditions; Specifications and Special Provisions; Advertisement, Instructions to Bidders and Bid Proposal Form; City's Bid Bond, Contract, Performance and Payment Bond Forms; approved Wage Rates; Federal regulations if applicable to the Project; and other required documents for construction of the Project.

- (3) Architect shall be solely responsible for obtaining the prior approval of the Texas Department of Licensing and Regulation prior to submittal of all Construction Documents to City for approval. Any fees charged by the Department for this approval shall be paid by Architect as a reimbursable expense.

2.05 Bidding and/or Negotiation Phase. Architect shall provide the following Bidding/Negotiation Services: as delineated in the Agreement this document supplements and herein, and as follows:

Following City's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, Architect shall assist City in awarding a construction contract following legal public bid requirements. Architect shall arrange for procuring the reproduction of Bidding Documents, distributing same to prospective bidders, and maintaining records. Owner shall be responsible for payment for the costs of reproduction of such documents, either directly or through reimbursement to Architect. During the bid process, Architect shall assist City as follows:

- (1) Jointly conducting pre-bid conferences, including on-site visits as required, to endeavor to assure that bidders understand the Construction Documents, the various on-site conditions, and the coordination and scheduling requirements.
- (2) Preparing responses to questions from prospective bidders, and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the required form of addenda to Contract Documents.
- (3) Assisting in the opening of bids, tabulation and evaluation of bids received, and advising on award of the contract.
- (4) Jointly conducting pre-award conferences where necessary.

Architect's assistance to City shall include submitting written reviews and recommendations for awards based upon the acceptability of bids; and, if required by City, more detailed analyses of specific bids. Reviews shall also consider the responsiveness of bids and their conformity with Bid Documents.

2.06 Construction Observation Phase. Architect shall provide the following Construction Observation Phase Services: as delineated in the Agreement this document supplements and herein, and as follows:

The Construction Phase will commence with the award of the first Construction Contract and will terminate following the final one-year warranty inspection of the completed Project, correction of all defects in Project materials and workmanship, and resolution of all Project-related claims and disputes. During the Construction Phase, Architect shall provide the following services:

- (1) Architect shall provide administration of the Construction Contract as set forth in the

Construction Documents, specifically the General and Supplementary General Conditions. Architect's assigned authority thereunder will not be substantially modified without Architect's written consent.

- (2) Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents will be in a form prepared or approved by Architect and will include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.
- (3) If deemed appropriate by Architect, Architect will on Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.
- (4) Interpretations and decisions of Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, Architect will endeavor to secure faithful performance by both Owner and the Contractor, will not show partiality to either, and will not be liable for the results of interpretations or decisions so rendered in good faith.
- (5) Architect shall render initial decisions on claims, disputes or other matters in question between Owner and the Contractor as provided in the Contract Documents. However, Architect's decisions on matters relating to aesthetic effect will be final only if consistent with the intent expressed in the Contract Documents.
- (6) Architect shall report to Owner all known and substantial deviations from the Contract Documents and most recent construction schedule submitted by the Contractor. However, Architect will not be responsible for the Contractor's failure to perform work in accordance with requirements of the Contract Documents. Architect will be responsible for Architect's acts or omissions, but will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the work.
- (7) Architect will at all times have access to the work wherever it is in preparation or in progress.
- (8) Owner will endeavor to communicate with the Contractor through Architect about matters arising out of or relating to the Contract Documents. Communications by and with Architect's subconsultants will be through Architect.
- (9) Architect, as a representative of City, shall advise and consult with Director and will keep City informed in writing through him of the progress of the Project, including percent complete on a monthly basis, during the Construction Phase; and after issuance of the "work order" to proceed with the work, all of City's instructions to its Contractors will be issued through Architect. Architect will have authority to act on behalf of Owner only to the extent provided in this Agreement unless otherwise properly modified by written

amendment.

- (10) Architect shall provide, during construction, adequate and competent on-site construction observation, periodically visiting the site to the extent necessary to personally familiarize itself with the progress and quality of the work, and to determine if the work is proceeding in substantial accordance with the Contract Documents. Architect's site observations may be conducted with Owner's designated representative to check conformance of the work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of work to be completed or corrected. Field Reports of each visit shall be prepared by Architect and submitted to City. Architect shall employ reasonable measures to safeguard City against defects and deficiencies in the work of the Contractor. Architect shall not be responsible for the construction means, methods, techniques, sequences of procedures, nor for the safety precautions and programs employed in connection with the work. However, Architect will immediately inform Director whenever defects and deficiencies in the work are observed, or when any observed actions or omissions are undertaken by the Contractor which are not in the best interests of City and the Project.
- (11) Based on such observations at the site and on the Contractor's Application and Certificate for Payment, Architect shall determine, monthly, the amount owing to the Contractor and shall certify and forward the Contractor's Application and Certificate for Payment to Director for approval and payment. These certifications shall constitute a representation by Architect to City, based on observations at the site and other data comprising the application for payment, that the work has progressed to the point indicated; that to the best of Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning whole upon substantial completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to Project completion, and to any specific qualifications stated in the Certificate); and that the Contractor is entitled to payment in the amount certified.
- (12) Architect shall have authority to reject work which does not conform to the Contract Documents. Whenever Architect considers it necessary or advisable, Architect will have authority to require inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. However, neither this authority of Architect nor a decision made in good faith either to exercise or not exercise such authority shall give rise to a duty or responsibility of Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the work.
- (13) Architect shall make recommendations on all claims and disputes of City or the Contractor relating to the execution and progress of the work or the interpretation of the Contract Documents, based upon such review and analysis by Architect as may reasonably be required. In the event of litigation, where Architect is named as an additional party with the City, such assistance will include the availability of knowledgeable witnesses in the employ of Architect for expert testimony.

- (14) Architect shall use its best efforts to promptly review and approve or reject shop drawings, product data and samples and other submissions of the Contractor for conformance only with the design concept of the Project and with the information given in the Contract Documents. Architect shall establish and implement precise procedures, to be approved by City's Director, for expediting the processing and approval of these submissions without delay. Prompt review by Architect of submissions is of prime importance to City and an absolute necessity under the time constraints of the Project.
- (15) Architect shall prepare Change Orders and/or Construction Change Directives to the construction contract, in six (6) copies, after review and approval by City. Each Change Order shall be specific and final as to prices and extensions of time, with no reservations or other provisions allowing for future additional money or time as a result of the particular changes identified and fully compensated in the Change Order. Architect's compensation for preparation of Change Orders, if any, shall be determined by Section 2.09(l) below.
- (16) Architect shall conduct inspections to determine the dates of substantial completion and final completion, shall receive written guarantees and related documents assembled by Contractor for submittal with the final Certificate of Payment, and shall prepare and present final Certificate for Payment to Director for City's approval and payment. In addition, Architect shall make inspection of the Project at least thirty (30) days before the expiration of the one (1) year warranty contained in the Contractor's Performance Bond.
- (17) Architect shall conduct regularly scheduled progress meetings with City, the Contractor and major Subcontractors. Minutes of same shall be prepared by Architect with copies submitted to City's Director.
- (18) Architect shall have authority to order minor changes in the construction work, consistent with the Contract Documents, and not involving an adjustment in the Contractor's bid price or an extension of the Project Schedule. Such changes shall be accomplished by Field Order. In addition, Architect may issue written Field Orders which interpret the Plans and Specifications, with copies submitted to City's Director.
- (19) Architect shall assemble and deliver to City a set of reproducible Record Construction Drawings showing significant changes in the work during the construction process and final location of mechanical and electrical service lines and outlets, based upon marked-up prints of drawings and other data furnished by the Contractor to Architect. Architect shall provide Record Construction Specifications which will identify the changes in the specifications on a sheet, which sheet will be inserted at the beginning of each section to which they pertain.
- (20) Architect shall obtain from the Contractor and forward to Owner the following: (1) consent of surety or sureties, if any, of reduction in or partial release of retainage or the making of final payment; and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying Owner against liens.

2.07 Warranty Phase. Architect shall assist Owner in scheduling corrections to be made by the Contractor during the warranty period. During the eleventh month following completion of the prime general contract, Architect will arrange for a warranty inspection tour of the entire Project by authorized

representatives of City, the Subconsultants and of each prime contractor engaged on the Project. Architect shall then prepare a list of work which needs to be done by each prime contractor to satisfy that prime contractor's warranty obligations to City. For any non-warranty involvement of Architect, payments shall be made based upon the Hourly Rate Schedule contained in this Agreement.

2.08 Project Representation Beyond Basic Services. In the event that circumstances should develop whereby continuous, full-time representation at the Project site is required, the conditions under which such representation shall be furnished and the Project Representatives selected, employed and directed shall be governed by an additional written Supplemental Agreement between City and Architect.

2.09 Additional Services. Architect shall perform Additional Services, as requested by City, after a not-to-exceed amount has been mutually agreed upon in writing by Director and Architect. Where City Council or City Manager authorization is required, Architect shall not proceed until the appropriate Resolution or directive for such Additional Services has been delivered. The following services are not covered under Article II, which defines and outlines Architect's Basic Services. If any of these Additional Services are authorized in writing by Director in advance of their performance, they shall be paid for in the manner agreed to at the time of authorization.

- (1) Preparing Change Orders and supporting data and/or revising previously approved plans when the changes in approved Plans and Specifications are required by the City. If changes are required to be made because of error, oversight, clarification, discrepancy, or budget overruns in the work of Architect, City shall not be liable to compensate Architect for Additional Services or expenses in such connection.
- (2) Providing consultation concerning replacement of any Project work damaged by fire or other cause during construction, and furnishing professional services as may be required in connection with the replacement of such work, unless damage was the result of Architect's error.
- (3) Providing other extraordinary professional services over and above the contract requirements, where required and requested by City, including extraordinary professional services which might result if the City decides to "fast-track" the Project.
- (4) Providing construction phase services more than twelve (12) months after the start of construction of the Contractor's Notice to Proceed, whichever occurs first.
- (5) Performing more than two (2) reviews of each shop drawing, product data item, sample or similar submittal from the Contractor.
- (6) Providing more than twenty-four (24) site visits/construction meetings over the duration of the Project.
- (7) Providing more than two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- (8) Providing more than one (1) inspection for any portion of the Work to determine Final Completion.

ARTICLE III
CITY'S RESPONSIBILITIES

3.01 Full information. City shall provide full information regarding requirements for the Project.

3.02 Designate representatives. City shall designate, when necessary, representatives authorized to act in its behalf. City shall examine documents submitted by Architect and render decisions pertaining thereto promptly to avoid unreasonable delay in the orderly progress of Architect's work.

3.03 Tests and inspections. City shall furnish, or pay for structural, mechanical, chemical, soil mechanics, and other laboratory tests, reports and inspections as required by law or the Contract Documents.

3.04 Permits. City will furnish the building permit without charge. Electrical, plumbing and other trade permits will be the responsibility of the construction contractor. Any charges which may be assessed for tap fees will be paid by City and are not to be included by Architect in the Specifications for the Project.

3.05 Miscellaneous items. City will also provide Architect with such items as two (2) copies of the City of Round Rock General and Supplementary General Conditions for Building Construction, Instructions to Bidders, Proposal Forms, Wage Rates, Contract and Bond Forms, Bid Advertisement Form, and such other information and materials as may be necessary and practicable for the orderly and expeditious process of the work and the awarding of the Construction Contract. To the extent practicable, these documents shall be utilized in the preparation of the Construction Documents.

ARTICLE IV
FIXED LIMIT OF TOTAL BUDGETED CONSTRUCTION COST

4.01 Budgeted Construction Costs. The fixed limit of total Budgeted Construction Cost for this Project has not been fully ascertained as of the date of making of these Contract Documents. Architect, in consultation with City, shall determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and will make reasonable adjustments in the scope of the Project to bring it within the limits when fixed. With City approval, Architect may also include in the Contract Documents alternate bids to adjust the construction cost to the fixed limit. If the lowest responsible bid is within the fixed limit of total Budgeted Construction Cost for the Project is still less than the fixed limit of total Budgeted Construction Cost for the Project, City shall pay Architect fees for Basic Services in accordance with this Agreement.

4.02 Procedures if Bid(s) Exceed Budgeted Construction Costs. If the lowest responsible bid exceeds its portion of the fixed limit of total Budgeted Construction Cost for the Project, City at its option may either (1) give written approval of an increase in such fixed limit, with no obligation to increase Architect's fee, or (2) authorize rebidding within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3), if the lowest responsible bid exceeds the Budgeted Construction Cost by more than ten (10%), Architect, without additional charge, shall immediately modify the Drawings and Specifications as necessary to bring the Project cost within the budgeted fixed limit, or within any higher fixed limit subsequently authorized by City. Providing this service shall be the limit of Architect's responsibility in this regard,

and having done so, Architect shall be entitled to his fees in accordance with this Agreement. If the lowest responsible bid is within ten percent (10%) of the Budgeted Construction Cost, the Architect shall, upon the City's request and as an Additional Service, make revisions to Drawings and Specifications to reduce the Probable Construction Cost. However, when the excess is due to changes initiated by Architect in scope, basic systems or the kinds and quality of materials, finishes or equipment, Architect shall make revisions at no additional cost to City.

ARTICLE V **REIMBURSABLE EXPENSES**

5.01 Reimbursable Expenses. Reimbursable Expenses are *included* in the total not-to-exceed fee delineated in the Agreement this document supplements and herein, and include actual expenditures at actual costs made by Architects, their employees, or their consultants in the interest of the Project.

5.02 Travel, phone, postage, reproduction, etc. The following shall be reimbursable and included in the total not-to exceed fee: reasonable transportation and living expenses of principals and employees when traveling in connection with the Project outside of Round Rock, Texas, essential long distance calls and telegrams, fees paid for the securing of approval of authorities having jurisdiction over the Project, postage, and reproduction of Drawings and Specifications, excluding copies for Architect's office use.

5.03 Overtime. If authorized in advance by City, the expense of extraordinary overtime work, not due to Architect delays, requiring higher than regular rates, and renderings, slides, photographs or models for the City's use shall be reimbursable.

5.04 Texas Department of Licensing and Regulation fees. Any fees charged to Architect by the Texas Department of Licensing and Regulation for review and approval of design or development documents shall be reimbursable.

5.05 Texas Natural Resource Conservation Commission fees. Any related fees charged to Architect by the Texas Commission on Environmental Quality shall be reimbursable.

5.06 Special Consultants. If the employment of special consultants for specialized design services is authorized by City, (for example, special lighting and landscape consultants, special soil mechanics engineers, communications consultants, etc.), fees for other than normally required architectural, structural, mechanical, electrical and civil engineering services and the Basic Services hereinbefore defined, shall be reimbursable.

ARTICLE VI **PAYMENTS TO THE ARCHITECT**

6.01 Basic Services. Payments on account of Architect's Basic Services shall be made monthly in proportion to the degree of completion of each phase, as delineated in the Agreement this document supplements and herein.

As to the Construction Observation Phase fee apportionment, Architect shall invoice for equal monthly payments based upon the contractually-stipulated Construction Period.

6.02 Reimbursable Expenses. Payments for authorized Reimbursable Expenses for Architect, as hereinbefore referred to and in an amount not to exceed \$7,000.00, shall be made following presentation, review and approval of Architect's detailed invoice in triplicate.

6.03 Deductions. No deductions shall be made from Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.

6.04 Additions. No additions shall be made to Architect's compensation based upon Project construction claims, whether paid by City or denied.

6.05 Abandonment. If any work designed or specified by Architect during any phase or subphase is abandoned or suspended, in whole or in part, Architect is to be paid for the services performed on account of it prior to receipt of written notice from City through its Director of such abandonment or suspension.

6.06 Invoices. Architect's invoices to City shall provide complete information and documentation to substantiate Architect's charges, and shall be in a form to be specified by Director. All payments to Architect shall be made on the basis of the invoices submitted by Architect and approved by Director. Such invoices shall conform to the schedule of services and costs in connection therewith set out hereinabove. All Reimbursable Expenses shall be clearly shown. Should additional backup material be requested by Director, Architect shall comply promptly with such request. In this regard, should Director determine it necessary, Architect shall make all records and books relating to this Agreement available to City for inspection and auditing purposes.

6.07 Payment of Invoices. City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Architect and to adjust the same to meet the requirements of the Agreement. Following approval of invoices, City will endeavor to pay Architect promptly, but not later than the time period required under the Texas Prompt Payment Act; however, under no circumstances shall Architect be entitled to receive interest on payments which are late because of a good faith dispute between Architect and City or because of amounts which City has a right to withhold under this Agreement or state law.

6.08 Offsets. City may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City from Architect, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court.

ARTICLE VII

ARCHITECT'S ACCOUNTING RECORDS

7.01 Accounting Records. Records of Architect's Consultant and Reimbursable Expenses pertaining to the Project, and records of accounts between City and Architect shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives at mutually convenient times.

ARTICLE VIII
TERMINATION AND DEFAULT

8.01 Termination. In connection with the work outlined in this Agreement, it is agreed and fully understood by Architect that Director may cancel or indefinitely suspend further work hereunder or terminate this Agreement either for cause or for the convenience of City, upon fifteen (15) days' written notice to Architect, with the understanding that immediately upon receipt of said notice all work and labor being performed under this Agreement shall cease. Architect shall invoice City for all work satisfactorily completed and shall be compensated in accordance with the terms of this Agreement for all work accomplished prior to the receipt of said notice. No amount shall be due for lost or anticipated profits. All plans, field surveys, maps, cross sections and other data, designs and work related to the Project shall become the property of City upon termination of this Agreement, and shall be promptly delivered to City in a reasonably organized form without restriction on future use. Should City subsequently contract with a new architect for continuation of services on the Project, Architect shall cooperate in providing information.

8.02 Default. Nothing contained in Section 8.01 above shall require City to pay for any work which is unsatisfactory as determined by Director or which is not submitted in compliance with the terms of this Agreement. City shall not be required to make any payments to Architect when Architect is in default under this Agreement, nor shall this Article constitute a waiver of any right, at law and at equity, which City may have if Architect is in default, including the right to bring legal action for damages or to force specific performance of this Agreement.

ARTICLE IX
GENERAL, SUPPLEMENTARY AND SPECIAL CONDITIONS;
CONTRACT ADMINISTRATION

9.01 General, Supplementary and Special Conditions. City of Round Rock - Supplementary General Conditions to AIA Document A201, "General Conditions of the Contract for Construction", are to be used by Architect without modification; however, City may, upon prior consultation, approve of any changes that may be necessary for specific cases or instances. Any special conditions pertaining to the Project that are approved by City will be included under the Special Conditions portion of the Construction Documents.

9.02 Contract Administration. This Agreement shall be administered on behalf of City by its City Manager, and Architect shall fully comply with any and all instructions from Director. Any dispute arising hereunder shall be submitted to Director, whose decision in the matter shall be final and binding.

ARTICLE X
RESPONSIBILITY FOR WORK, INDEMNIFICATION AND INSURANCE

10.01 Architect's Responsibility for Work. Approval by City shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, subcontractors, agents and consultants for the accuracy and competency of their Designs, Working Drawings, Specifications or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect, error or omission in the Designs, Working Drawings, and Specifications or other

documents prepared by Architect, his employees, subcontractors, agents and consultants.

10.02 Indemnification (Damage Claims). Architect agrees to indemnify and hold City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Architect's breach of any of the terms or provisions of this Agreement, or by any negligent act or omission of Architect, his officers, agents, associates, employees or subconsultants, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both Architect and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

10.03 Indemnification (Patent and Copyright Claims). Architect agrees to completely indemnify and hold harmless City, its officers, agents and employees, against a claim that any of the Designs, Plans or Specifications prepared by Architect, its employees, associates or subconsultants, pursuant to this Agreement infringe a U.S. patent or copyright directly, indirectly or contributorily, regardless of whether or not City is proven to have actively induced or contributed to the infringement. Architect will pay any and all resulting costs, damages and attorney's fees finally awarded, provided that:

- (1) City promptly notifies Architect in writing of the claim; and
- (2) Architect has control of settlement negotiations.
 - (a) The City Attorney of City shall be kept informed of settlement negotiations, and shall execute any settlement agreement reached by Architect on City's behalf.
 - (b) Architect's indemnification under this section is conditioned on City's agreement that if any of the designs, plans or specifications, become, or in Architect's opinion are likely to become, the subject of such a claim, City will permit Architect, at Architect's option and expense, either to procure the right for City to continue using the designs, plans or specifications or to replace or modify the same so that they become non-infringing; and if neither of the foregoing alternatives is available on terms which are reasonable in Architect's judgment, City, to the extent City is legally able to do so, will cease using the designs, plans or specifications on written request of Architect, in which instance City has the sole option to either require Architect to perform new design work at Architect's sole expense, or to terminate this Agreement.
 - (c) Architect has no liability under this section for any claim of infringement based upon the modification or alteration of the designs, plans or specifications prepared under this Agreement subsequent to the Project by City, or by any engineering consultant subsequently employed by City.
 - (d) The foregoing states the entire obligation of Architect with respect to infringement of patents and copyrights.

10.04 Insurance. Architect, at Architect's sole cost, shall purchase and maintain during the term of this Agreement the minimum professional liability insurance coverage in the amount of One Million Dollars (\$1,000,000.00) from a company authorized to do insurance business in Texas and otherwise acceptable to City. Failure to maintain the minimum insurance coverage during the term of this Agreement shall be considered a material breach of this Agreement.

10.05 Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Architect, Architect shall require each subconsultant performing work under this Agreement to maintain during the term of the Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Section 10.04 above, including the required provisions and additional policy conditions as shown below in Section 10.06, unless specifically waived by the City Manager. As an alternative, Architect may include its subconsultants as additional insureds on its own coverages as prescribed under these requirements. Architect's certificate of insurance shall note in such event that the subconsultants are included as additional insureds and that the Architect agrees to provide Workers' Compensation coverage for the subconsultants and their employees.

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

10.06 Insurance Policy Endorsements. Each insurance policy under paragraph 10.04 shall include the following conditions by endorsement to the policy:

- (1) Each policy shall require that thirty (30) days prior to the expiration, cancellation, or non-renewal, a notice thereof shall be given to City by certified mail to:

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

Architect shall also notify City, within 24 hours of receipt, of any notices of expiration, cancellation, or non-renewal it receives from its insurer.

- (2) Companies issuing the insurance policies shall have no recourse against City for payment of any premiums or assessments for any deductibles which all are at the sole responsibility and risk of Architect.
- (3) The Term "City" or "City of Round Rock" shall include all authorities, Boards, Commissions, Departments, and officers of City and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the City of Round Rock.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

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

ARTICLE XI
COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES, ETC.

11.01 Compliance with Laws. Architect, its consultants, agents, employees and subcontractors shall 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 all local, State and National boards, bureaus and agencies. Architect shall further obtain all permits and licenses required in the performance of the professional services contracted for herein.

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

ARTICLE XII
TERM

12.01 Term. Unless sooner terminated in accordance with the applicable provisions hereof, or extended by mutual agreement approved by City's Director, the term of this Agreement shall be from the date hereof until final completion of the Project and all architectural/engineering and construction administration services in connection therewith, including the final one (1) year warranty inspection, and resolution of any outstanding Project-related claims or disputes.

12.02 Project Performance Schedule. Architect understands that the Project Performance Schedule is of critical importance, and agrees to undertake all necessary efforts to expedite the performance of services required herein, so that construction of the Project will be commenced as scheduled. In this regard, Architect shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all services required under this Agreement in the highest professional manner.

ARTICLE XIII
FINANCIAL INTEREST PROHIBITED, CONFIDENTIALITY

13.01 Financial Interest Prohibited. Architect covenants and represents that Architect, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

13.02 Confidentiality. Architect's reports, evaluations, designs, drawings, data, and all other documentation and work developed by Architect hereunder shall be kept confidential, and shall not be disclosed to any third parties without the prior written consent and approval of City's Director.

ARTICLE XIV
GENERAL PROVISIONS

14.01 Time is of the Essence. Architect understands and agrees that time is of the essence and that any failure of Architect to complete the services for each phase of this Agreement within the agreed Project Performance Schedule will constitute a material breach of this Agreement. Architect shall be fully responsible for its delays or for failures to use his best efforts in accordance with the terms of this Contract. Where damage is caused to City due to Architect's failure to perform in these circumstances, City may withhold, to the extent of such damage, Architect's payments hereunder without waiver of any of City's additional legal rights or remedies.

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

14.03 Assignment. The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Architect shall not assign, sublet or transfer any interest in this Agreement without prior written authorization of City's Director.

14.04 Amendments. This Agreement, representing the entire agreement between the parties, may only be amended or supplemented by mutual agreement of the parties hereto in writing.

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

14.06 Notices. All notices and correspondence to City by Architect shall be mailed or delivered as follows:

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

and to:

Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, Texas 78664

All notices and correspondence from City to Architect shall be mailed or delivered to the Architect as follows:

Wiginton Hooker Jeffry, PC
Don Greer
611 South Congress Avenue
Suite 225
Austin, Texas 78704

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the City of Round Rock has caused this Contract to be signed in its corporate name by its Mayor, duly authorized to execute the same in its behalf by Resolution No. _____ approved by the City Council on February _____, 2015, and Wiginton Hooker Jeffry, P.C., signing by and through its duly authorized representative, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions of this Contract.

CITY OF ROUND ROCK, TEXAS

WIGINTON HOOKER JEFFRY, P.C.

By: _____
Alan McGraw, Mayor

By:  _____

Date: _____

Date: 2.9.2015 _____

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS, P.O. BOX 12337, AUSTIN, TEXAS 78711-2337 OR 333 GUADALUPE, SUITE 2-350, AUSTIN, TEXAS 78701-3942, TELEPHONE (512) 305-9000, HAS JURISDICTION OVER INDIVIDUALS LICENSED UNDER THE ARCHITECTS' REGISTRATION LAW, TEXAS CIVIL STATUTES, ARTICLE 249a.



City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider a resolution approving the Brushy Creek Regional Utility Authority reimbursing the City of Leander the amount of \$1,724,620 for the acquisition of the Gross Tract.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/26/2015

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution

Department: Utilities and Environmental Services

Text of Legislative File 2015-2290

Taking Overview

In review, this matter involves the fee simple acquisition of 5.2147 acres from Gary and Cathy Gross for land adjacent to the area where the deep water intake structure will be located. In the past, land acquisition efforts requiring condemnation have been performed by one of BCRUA's constituent cities and for this matter that city is Leander. Leander's appraisal for the property is currently \$1,724,620 which offer the landowners did not accept. The landowners responded with an appraisal for \$3,320,000.

Commissioner's Hearing

The Special Commissioner's Hearing was held September 25. Although the landowners appeared through counsel and participated in the hearing through cross-examination, they did not present direct testimony. The Special Commissioners returned an award based on the City of Leander's evidence, \$1,724,620.

Need for Possession

Subsequent to the hearing the landowners have contested Leander's right to take the property, asserting month other things Leander does not have the right to condemn property on behalf of BCRUA. Since there was no need for possession of the property and initial prospects for settlement appeared favorable, the Commissioners' Award has not yet been deposited. Now, however, access to the property is necessary to facilitate ongoing design and engineering. Moreover, after a detailed mediation on February , it appears the parties' relative expectations regarding settlement are currently too misaligned for that to be a

realistic possibility.

Staff recommends that the City approve BRCUA's reimbursement to Leander of the amount of the Special Commissioners' Award of \$1,724,620 so that the Award may be deposited and design can proceed.

Staff recommends approval

RESOLUTION NO. R-2015-____

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

WHEREAS, the BCRUA has previously determined the necessity to acquire a parcel of land owned by Gary Gross and Cathy Gross, situated in Travis County, Texas containing 5.217 acres ("Property"), for a permanent raw water intake facility and related appurtenances; and

WHEREAS, the City of Leander, on behalf of the BCRUA, filed a petition for condemnation to acquire the Property; and

WHEREAS, on September 25, 2014 a Special Commissioners hearing was held and the Special Commissioners determined that Gary Gross and Cathy Gross were entitled to the sum of One Million Seven Hundred Twenty Four Thousand Six Hundred and Twenty Dollars (\$1,724,620.00) for their respective interests in the Property; and

WHEREAS, it is necessary and proper for the BCRUA to reimburse Leander for the cost of acquiring the Property; and

WHEREAS, the City Council wishes to approve said reimbursement, Now Therefore

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

That the payment of One Million Seven Hundred Twenty Four Thousand Six Hundred and Twenty Dollars (\$1,724,620.00) by the BCRUA to the City of Leander for the cost of acquiring property for a permanent raw water intake facility and related appurtenances, is hereby approved.

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

RESOLVED this 26th day of February, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: H.4

Title: Consider a resolution authorizing the Mayor to execute an Amended and Restated Out-of-City Wastewater Service Agreement with Jim Embree.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/26/2015

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

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Map

Department: Utilities and Environmental Services

Text of Legislative File 2015-2254

In June of 2014, the City Council approved a resolution for an Out-of-City Wastewater Service Agreement to serve the property located at 4229 County Road No. 123, Round Rock, Texas 78664, which is not currently located within the City's corporate limits. The property owner and the City entered into an agreement that formalized the terms by which they City would provide wastewater service to the property. The City agreed to provide the owner wastewater service as required for domestic use, on an as-needed basis, for one single-family residence. The owner agreed to pay the City for capital recovery fees and for all wastewater collected at the rate authorized by Chapter 44, Section 44-30, City of Round Rock, Code of Ordinances.

The property owner has since requested that the City amend the Out-of-City Wastewater Service Agreement in order to provide wastewater service to two single-family houses on their property. This would require the owner pay for additional capital recovery fees for this additional house.

The City recommends approval of this amended and restated Out-of-City Wastewater Service Agreement with Jim Embree.

Staff recommends approval.

RESOLUTION NO. R-2015-2254

WHEREAS, the City of Round Rock (“City”) has previously entered into an Out-of-City Wastewater Service Agreement (“Agreement”) with Jim Embree to provide wastewater to one single family house located on the property at 4229 County Road No. 123 (“Property”); and

WHEREAS, the City and Jim Embree now wish to provide wastewater service to two single family houses on the Property; and

WHEREAS, the City and Jim Embree desire to amend and restate the terms and conditions of the Agreement, 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 Amended and Restated Out-Of-City Wastewater Service Agreement with Jim Embree, 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 26th day of February, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

§

**AMENDED AND RESTATED
OUT-OF-CITY WASTEWATER SERVICE AGREEMENT**

THIS AMENDED AND RESTATED OUT-OF-CITY WASTEWATER SERVICE AGREEMENT ("Amended Agreement"), is made and entered by and between Jim Embree, referred to herein as the "Customer," and the CITY OF ROUND ROCK, TEXAS a home-rule municipality located in Williamson and Travis Counties, State of Texas, referred to herein as the "City." The Customer and the City are hereinafter referred to collectively as "the Parties," or individually as a "Party."

RECITALS:

WHEREAS, the Customer is the owner of record of the property at 4229 County Road No. 123, Round Rock, Texas 78664 ("Property"), being more particularly described in Exhibit "A" which is hereby incorporated for all purposes; and

WHEREAS; the City has determined that it is desirable for the Property to receive wastewater service from the City notwithstanding the fact that the Property is outside the City's corporate limits, and WHEREAS, the Customer and the City have previously entered into that one certain Out-of-City Wastewater Service Agreement dated June 26, 2014 by which the City will provide wastewater service to one single family house located on the Property, and

WHEREAS, the Parties to the original Agreement now wish to provide wastewater service to two single family houses on the Property, and

WHEREAS, pursuant to Sec. 44-3, Code of Ordinances, 2010 Edition, the City Council hereby determines that there is adequate capacity of wastewater treatment services available for the purpose of servicing Customer without impairing services within the City, NOW, THEREFORE:

WITNESSETH:

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

Article I. Customer's Obligations Under this Agreement

1.01 Customer shall be required to own and install a standard wastewater service line which will connect with the City's wastewater system located in the Oak Bluff subdivision as

shown in Exhibit "B". Prior to the installation, the Customer shall submit a detailed drawing prepared by a licensed engineer in the State of Texas for review and approval by the City.

1.02 Customer shall grant the City the right of entry and access to Customer's private wastewater line attached to the City's wastewater system at all times to inspect, to investigate the source of operational or maintenance problems, to prevent or detect, minimize, or avert operational or maintenance problems, or for any other purpose reasonable related to the provision of service under this Agreement. The Customer will cooperate with the City to provide access for these purposes, provided that the City provides Customer at least one working day's written notice or, in the event of an emergency, prior notice by telephone or confirmed facsimile, or its need for access.

1.03 Customer shall be responsible for securing sufficient rights allowing Customer to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove a wastewater system and lines, together with all necessary lines, pipes, conduits, manholes, ventilators, and other equipment, improvements, accessories and appurtenances or operations thereto, in, upon, over, under, above and across any necessary areas of private or public property to connect to the City's wastewater system. Such right shall not conflict with any existing drainage easements held by the City.

1.04 Customer shall comply with all requirements of Sec. 44-3 Code of Ordinances, 2010 regarding the furnishing of sewer services outside the city limits, a copy of such Sec. 44-3 being attached hereto as Exhibit C. Failure to comply with any of these requirements shall give the City the option of terminating this Agreement.

Article II. Provision of Wastewater Services

2.01 City agrees to sell Customer wastewater service as required by Customer for domestic use on an as needed basis for two single-family residences located on the Property.

2.02 The wastewater service to be provided herein is for the Property as described in Exhibit A and no other property.

2.03 Customer agrees to abide by all mandatory and voluntary use restrictions imposed by the City on its own citizens.

Article III. Rates

3.01 Customer agrees to pay City for all wastewater services provided to Customer at the rate authorized by Chapter 44, Section 44-30, Code of Ordinances, 2010 Edition, City of Round Rock, Texas, as amended from time to time, applicable to customers located outside the corporate limits of the City. Consistent with that provision, the volume charge shall be contractually set as twice the winter average as determine by the City Utility Billing Department for residential customers located within the corporate limits of the City. Because the Property is not served with water from the City, the wastewater accounts will be calculated based on a City average for single-family residential wastewater usage.

3.02 The City shall render a monthly bill to Customer for wastewater services. Payment shall be made no later than the sixteenth (16th) day following the mailing of the bill. Failure by Customer to make a payment when and as specified will give the City the option to terminate all obligations of the City under this Agreement.

3.03 Customer shall be subject to the penalty provisions for late payment as now exist in Chapter 44, Code of Ordinances, 2010 Edition, City of Round Rock, Texas, and as may be amended from time to time.

Article IV. Compliance with Ordinances

4.01 Customer agrees to comply with all of City's ordinances as they now exist or may be amended from time to time regarding the sanitary use of the wastewater treatment system.

4.02 Customer agrees to take all necessary precautions to maintain the sanitary conditions of City's water supply system.

4.03 Customer agrees to pay a Wastewater Impact Fee in the amount of two thousand and seventy three dollars, \$2,073 for each single family residence being served, based on one living unit equivalent; and to pay all other fees applicable to wastewater service.

4.04 Customer agrees and understands that the City's willingness to provide wastewater service to the Property is expressly contingent on the Property continuing to be used for two single-family residences. Customer shall not change or expand the existing uses without the express written consent of the City, which may be withheld for any reason. Any change or expansion of uses without the consent of the City will give the City the option of terminating this Agreement.

4.05 Customer agrees that it will comply with all of the City's ordinances regarding subdivision, zoning, development, and building permits.

Article V. Force Majeure

5.01 In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of that Party, to the extent affected by the force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of the inability. The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to equipment, pipelines, or canals, partial or entire failure of water supply, and any other inability of either Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirement that any force majeure be

acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the Party having the difficulty. Force majeure shall relieve City from liability to Customer for failure to provide water service due to an inability covered by this article. Force majeure shall not relieve Customer of its obligation to make payments to City as provided in this Agreement.

Article VI. Term

6.01 The term of this Agreement shall be for a term of twenty (20) years from the date hereof.

6.02 This Agreement shall become null and void upon the annexation of the Property by the City.

Article VII. Miscellaneous Provisions

7.01 Customer is prohibited from selling or giving wastewater service purchased herein to anyone else.

7.02 Customer shall be permitted to assign its right herein to a bona fide purchaser of the Property as long as the intended use of the service and the Property remains the same or similar.

7.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and any and all actions brought to enforce the terms of this Agreement shall be brought in Williamson County, Texas.

7.04 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

7.06 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

7.07 The violation by Customer of any of City's ordinances related to the use or disposition of wastewater, or to subdivision, zoning, development or building ordinances shall render this Agreement voidable at the option of City.

IN WITNESS HEREOF, the parties have executed this Out of City Wastewater Service Agreement in two (2) counterparts, each of which will be deemed an original on this the _____ day of _____, 2015.

JIM EMBREE

By: 
Jim Embree

Customer's Address:

4229 County Road No. 123
Round Rock, Texas 78665

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

Attest:

Sara White, City Clerk

For City, Approved as to Form:

Stephan L. Sheets, City Attorney



EXHIBIT A

DESCRIPTION OF 1.75 ACRES OF LAND OUT OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 522 IN WILLAMSON COUNTY, TEXAS, SAID 1.75 ACRES OF LAND IS OUT OF AND A PART OF THAT CERTAIN 4.01 ACRES OF LAND CONVEYED TO JIM EMBREE BY DEED OF RECORD UNDER DOCUMENT NO. 2011062361 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.75 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron rod with a plastic cap stamped Tri Tech Surveying set at the Northeast corner of the above said 4.01 acres tract, said iron rod being also the Northwest corner of a called 15.31 acres tract being conveyed to Leigh Spray by deed of record in Volume 638 Page 184, Deed Records of Williamson County, Texas, said iron rod is in the South margin of County Road 123;

THENCE along the North line of the above said 4.01 acres of land, same being the South margin of County Road 123, the following two (2) calls:

1. N88°22'04"W, 112.23 feet to a ½" iron rod with plastic cap stamped Tri Tech Surveying set;
2. N87°58'00"W, 80.23 feet to a ½" iron rod with a plastic cap stamped Tri Tech Surveying set at the Northeast corner of the herein described tract and being the PLACE OF BEGINNING hereof;

THENCE over and across the said 4.01 acres of land, S00°06'29"E, 371.54 feet to a ½" iron rod with plastic cap stamped Tri Tech Surveying set in the South line of the 4.01 acres tract, same being a North line of a called 12.01 acres of land conveyed to James Embree by deed of record under Document No. 2006040996 of the Official Public Records of Williamson County, Texas, said iron rod is the Southeast corner hereof;

THENCE N89°59'55"W, along the dividing line of the above said 4.01 acres tract and the above said 12.01 acres tract, 201.92 feet to a ½" iron rod with plastic cap stamped Tri Tech Surveying set at the Southwest corner hereof;

THENCE over and across the above said 4.01 acres tract, N00°27'37"W, 370.91 feet to a ½" iron rod with plastic cap stamped Tri Tech Surveying set in the North line of the 4.01 acres tract, same being the South margin of County Road 123, for the Northwest corner hereof;

THENCE along the North line of said 4.01 acres tract, same being the South margin of County Road 123, the following two (2) calls:

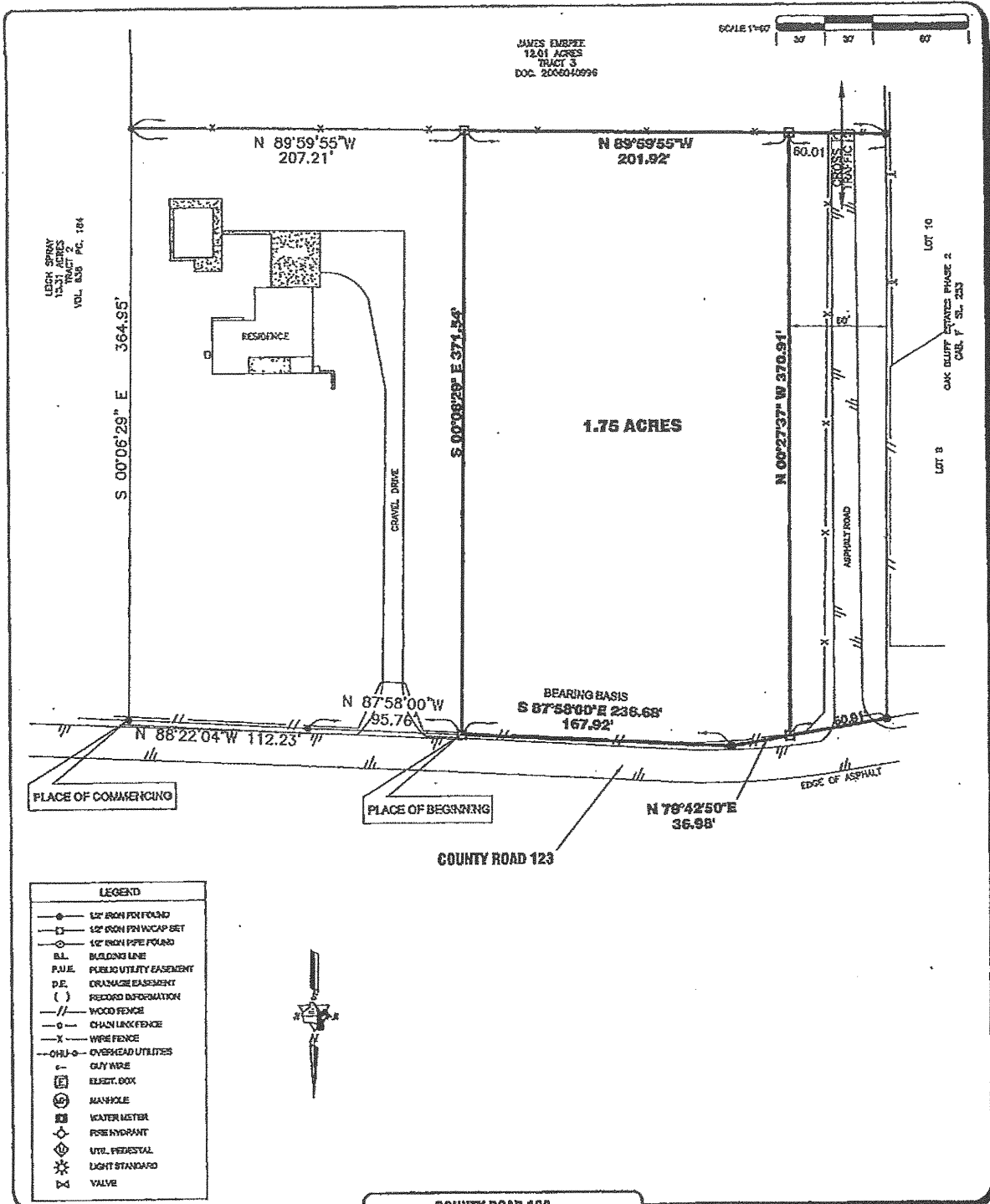
1. N79°42'50"E, 36.98 feet to a ½" iron rod with plastic cap stamped Tri Tech Surveying set;
2. S87°58'00"E (bearing basis), 167.92 feet returning to the POINT OF BEGINNING and containing 1.75 acres of land.




David Bell

Registered Professional Land Surveyor No. 3994
JOB # AUS-PL651-11

10/22/12
Date



PROPERTY INFORMATION

LEGAL DESCRIPTION

1.75 ACRES OF LAND OUT OF THAT CERTAIN 4.01 ACRE TRACT OF LAND IN THE ROBERT MCNUTT SURVEY ABSTRACT NO. 622 IN WILLIAMSON COUNTY, SAID 4.01 ACRES OF LAND BEING CONVEYED TO JAM EMBRETT BY DEED OF RECORD UNDER DOCUMENT NO. 200602361 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.75 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED IN THE ACCOMPANYING METES AND BOUNDS:

SURVEYED FOR: JAM EMBRETT

DRAWING INFORMATION

TRI-TECH JOB NO: AUS-PL651-11

DRAWN BY: KRS

FIELD DATE: OCTOBER 16, 2011

NOTES:

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. THE ENCUMBRANCES OF RECORD, AS REFLECTED ON THIS SURVEY ARE BASED ON THE RECORDED MAP, PLAT AND/OR DEEDS IN CONJUNCTION WITH INFORMATION OBTAINED FROM THE TITLE REPORT LISTED HEREON.

ALL BUILDING LINES, RECORDED EASEMENTS, UNRECORDED EASEMENTS, BUILDING RESTRICTIONS (DEED RESTRICTIONS, ETC.) AND ZONING ORDINANCES (INCLUDING CITY OF ROUND ROCK, IF ANY, THAT AFFECT SUBJECT PROPERTY SHOULD BE VERIFIED.

THIS SURVEY IS VALID FOR THE TRI-TECH SURVEY ONLY.
THIS SURVEY IS VALID FOR THE TRI-TECH SURVEY ONLY.
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TRI-TECH SURVEYING COMPANY, L.P.

PROFESSIONAL LAND SURVEYING, INC.
FOUNDED BY DAVID BELL AND DAVID BELL, P.E.

WWW.SURVEYINGCOMPANY.COM

1800 Meadows Road
Austin, Texas 78704

Phone (512) 443-0222
Fax (512) 443-0224
Mobile (512) 319-0800

CERTIFICATION

I, the undersigned registered professional land surveyor, do hereby state that the plat shown hereon represents a boundary survey made on the ground and under my supervision of the land or parcel of land, according to the map or plat hereon, indicated hereby.

DAVID BELL
3894
LAND SURVEYOR

SURVEYOR REGISTRATION

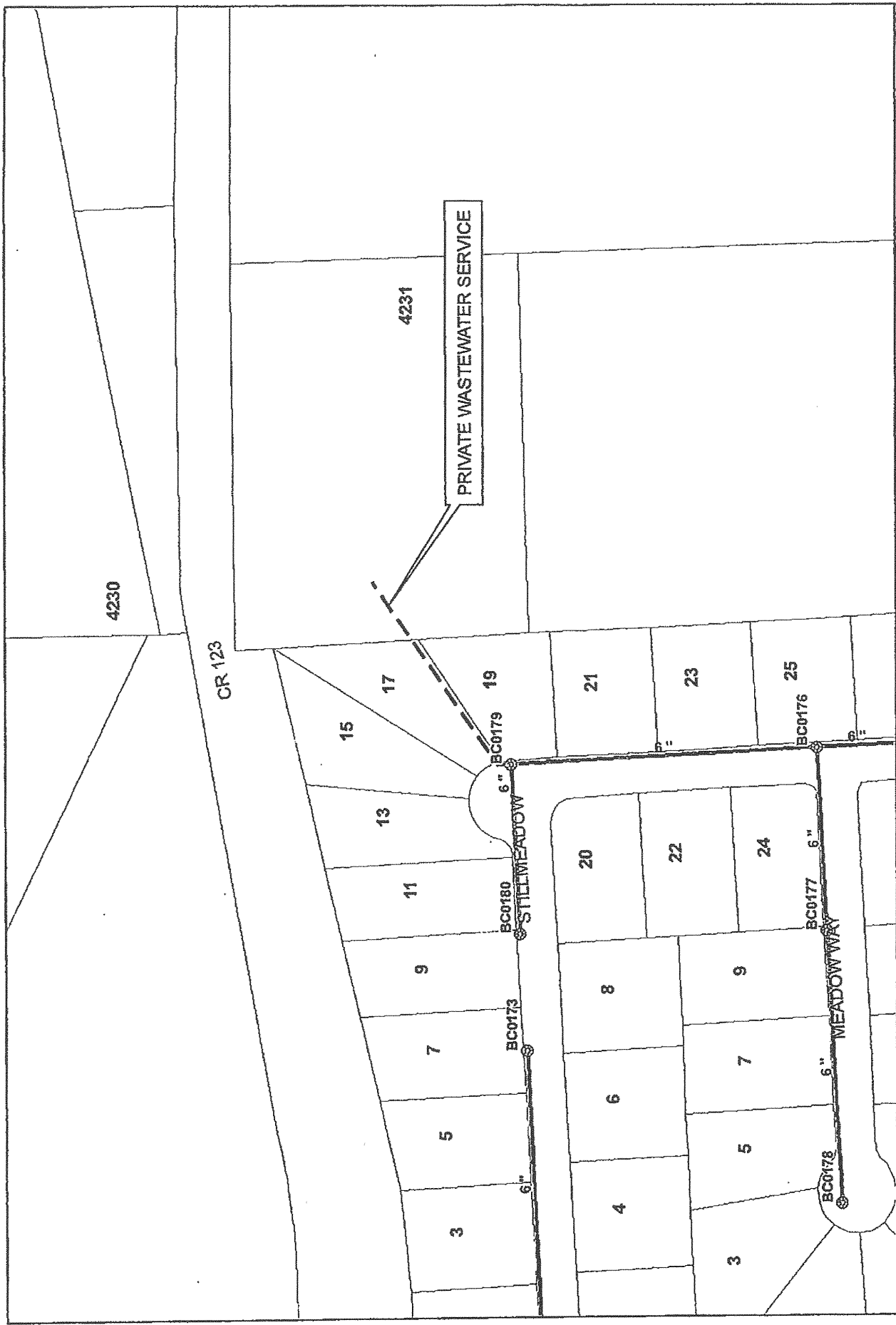


Exhibit B

Date: 5/19/2014

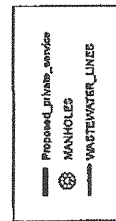
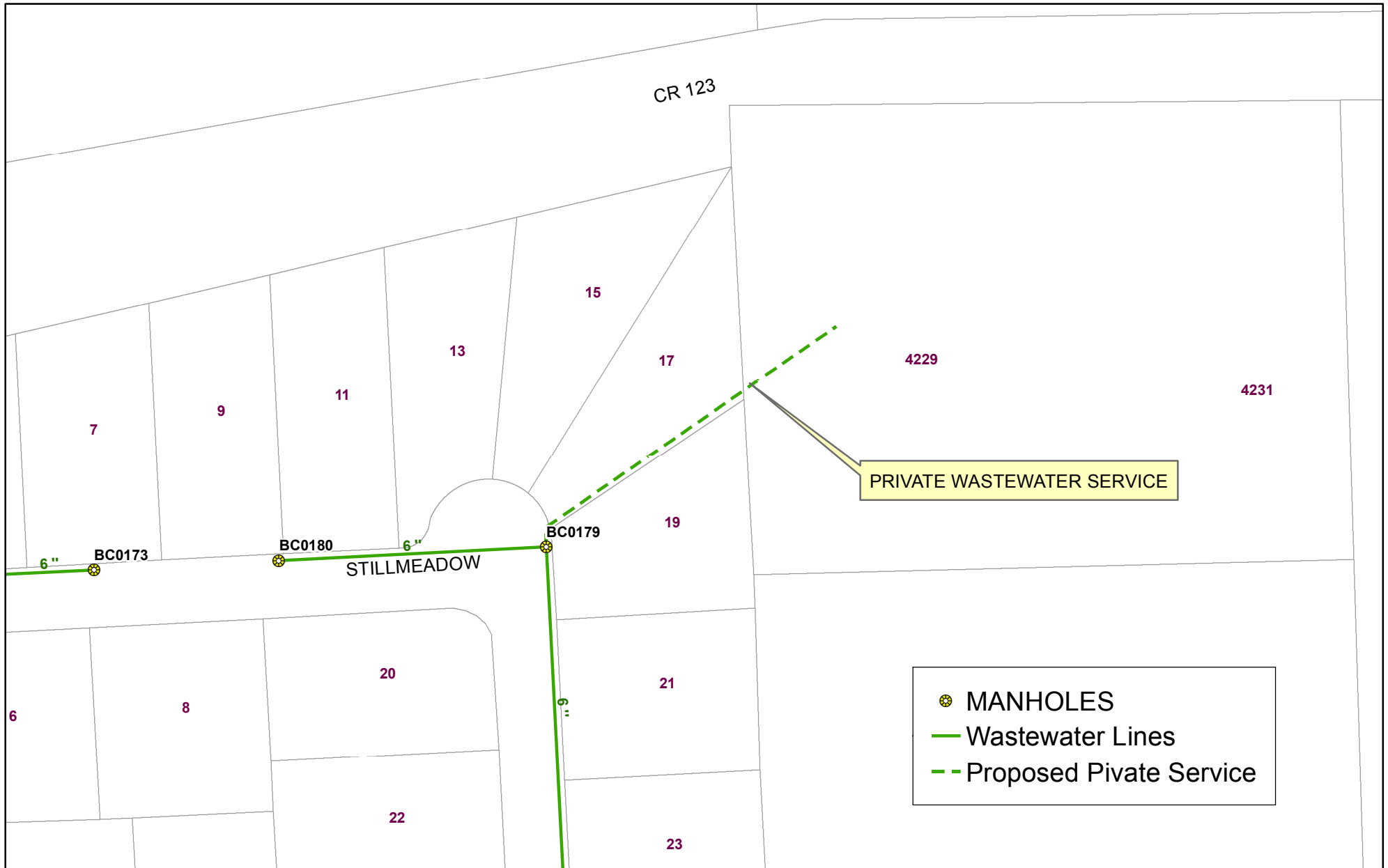


EXHIBIT C

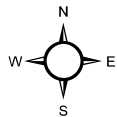
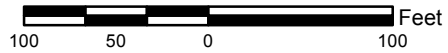
Sec. 44-3. Furnishing of water and sewer services outside city limits.

- (a) *Conditions under which city services will be provided.* The city shall furnish water or sewer services to residential and commercial users located outside the city limits only upon the following conditions:
- (1) *Adequate capacity exists.* There is adequate capacity of city services available for the purpose of servicing residential and commercial users outside the city without impairing services within the city. Whether such adequate capacity exists shall be determined solely by the city council, and the determination of the city council shall be final.
 - (2) *Owners outside city limits to bear costs of lines and furnish easements.* The construction costs of water and sewer lines and appurtenances which serve residential and commercial users outside the city limits shall be paid for by the owner, developer, or political entity requesting the service. Such owner, developer, or political entity shall also furnish suitable construction and permanent easements and rights-of-way for utility lines.
 - (3) *Construction to conform to city standards.* All design and construction shall be in accordance with city standards and specifications.
 - (4) *New subdivisions to comply with subdivision regulations.* New subdivisions (any plat recorded after the date of passage of this section) desiring city water and sewer services shall comply with the subdivision regulations of the City of Round Rock, Texas, in effect at the time such new subdivision is approved. Existing subdivisions whose plats were recorded with the county clerk of Williamson County, Texas, at the time of the passage of the original Ord. No. 269 (January 8, 1976) can be furnished with water and sewer services without the necessity of having sanitary sewer collection and treatment facilities.
 - (5) *City to have right of review.* The city shall have the right to review and approve all plats and plans and inspect and approve all water and sewer construction within subdivisions where water and/or sewer service is to be provided.
 - (6) *Water and sewer facility requirements.* Except as provided in subsection (4) of this section, all residential and commercial users shall have sanitary sewer collection and treatment facilities. Water will not be provided to residential and commercial users who utilize septic tanks save and except water can be provided to subdivisions whose plats were recorded with the County Clerk of Williamson County, Texas, at the time original Ord. No. 269 was adopted (January 8, 1976).
 - (7) *Water and sewer lines to meet ultimate requirements of city.* Where water or sewer lines and appurtenances are extended outside the city limits, the lines shall be sized to serve the ultimate requirements of the city.
 - (8) *Extended lines to be designed and inspected by city's engineer.* All water and sewer lines and appurtenances extending from existing city facilities to any tract of land outside the city limits requesting water and/or sewer service shall be designed and inspected by the city's engineer. The owner, developer, or political entity requesting the service shall pay for these services in keeping with the current contract between the city and the engineer employed by the city.
 - (9) *City may reimburse owner for oversized lines.* Where the size of the water or sewer lines required to meet the ultimate requirements for the city is larger than eight inches and the total capacity is not required to serve the tract of land to be developed, the city may enter into a contract with the owner, developer, or entity constructing the lines for reimbursement for the excess capacity as other users request and are granted service. The developer or entity requesting service from an existing line shall pay a tap fee on a pro rata basis, as hereinafter set forth. The reimbursement to the owner, developer, or entity who paid for the line construction shall be made only from those tap fees paid to the city by users of the facility paid for by the said owner, developer, or entity.

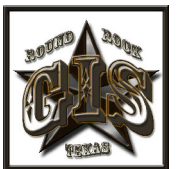
- (10) *Pro rata basis for tap fee.* The pro rata basis for the tap fee shall be computed based upon the required demand for use and the fire protection as specified by the engineering criteria approved by the city's engineer. The basis for cost shall be the actual total cost of the facility plus five percent interest. The total cost shall include, but shall not be limited to, construction costs, engineering costs, and inspection costs.
- (11) *Wholesale bulk rate sales of water.* Facilities constructed and paid for by another public entity or facilities which will later be acquired by a public entity may be owned, operated, and maintained by that entity. Such facilities shall purchase water from the city at a negotiated wholesale bulk rate. The city shall own, operate, and maintain all other facilities.
- (b) *Rates.* The rates paid by residential and commercial users located outside the city limits for the use of the water and sewer facilities of the city shall be in accordance with section 44-29



Date: 2/12/2015



**OUT-OF-CITY
WASTEWATER SERVICE AGREEMENT
WITH JIM EMBREE**





City of Round Rock

Agenda Item Summary

Agenda Number: H.5

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Randall Jones Engineering for the Arterial "H" 16-inch Waterline Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/26/2015

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

Cost: \$40,000.00

Indexes: Self-Financed Water Construction

Attachments: Resolution, Exhibit A, Map

Department: Utilities and Environmental Services

Text of Legislative File 2015-2255

The Preserve at Stone Oak's elevation prevents the City from being able to distribute adequate water pressure without the use of a small booster pump station. This project would allow the City to serve this subdivision with higher pressure by delivering BCRUA water from Lake Travis through our Treated Water Transmission Line - Segment 3.

This project will consist of constructing approximately 4,300 L.F. of 16-inch water line from the Segment 3 line that terminates at C.R. 175 to an existing 12-inch water line that ends at the west end of Arterial "H" in Mayfield Ranch.

It has become necessary to construct this project in order to furnish water service for the development of the Palmer Tract which is located north of Vista Oaks and east of C.R. 175. The developer of the Palmer Tract will be responsible for the design and construction cost associated with a 12-inch line which is necessary to serve their development. The City will be responsible for the cost difference between a 12-inch and the 16-inch waterline. It is anticipated that the waterline will be constructed with the Arterial H roadway project.

The City Utility staff recommends the Mayor to execute a contract with Randall Jones Engineering for the amount of \$40,000 for the design of this waterline.

Cost: \$40,000.00

Source of Funds: Self-financed Water Construction Fund

Staff recommends approval.

RESOLUTION NO. R-2015-2255

WHEREAS, the City of Round Rock desires to retain engineering services for the Arterial “H” 16-inch Water Line Project; and

WHEREAS, Randall Jones and Associates Engineering, Inc. has submitted a Contract for Engineering Services to provide said services; and

WHEREAS, the City Council desires to enter into said contract with Randall Jones and Associates Engineering, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with Randall Jones and Associates Engineering, Inc. for the Arterial “H” 16-inch Water Line 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 26th day of February, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



CITY OF ROUND ROCK CONTRACT FOR ENGINEERING SERVICES

FIRM: RANDALL JONES AND ASSOCIATES ENGINEERING, INC. ("Engineer")
ADDRESS: 1212 E. Braker Lane, Austin, TX 78753
PROJECT: Arterial "H" 16-inch Water Line

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§
§

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2015 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

CONTRACT DOCUMENTS

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

ARTICLE 1 **CITY SERVICES**

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

ARTICLE 2 **ENGINEERING SERVICES**

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

Engineer shall perform the Engineering Services in accordance with the Work Schedule as identified in Exhibit C entitled "Work Schedule." Such Work Schedule shall contain a complete schedule so that the Engineering Services under this Contract may be accomplished within the specified time and at the specified cost. The Work Schedule shall provide specific work sequences and definite review times by City and Engineer of all Engineering Services. Should the review times or Engineering Services take longer than shown on the Work Schedule, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the City Manager.

ARTICLE 3 **CONTRACT TERM**

(1) **Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Schedule. If Engineer does not perform the Engineering Services in accordance with the Work Schedule, then City shall have the right to terminate this Contract as set forth below in Article 20. So long as the City elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify City in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with the Work Schedule.

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

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

ARTICLE 4 **COMPENSATION**

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

Engineer shall be paid on the basis of actual hours worked by employees performing work associated with this Contract, in accordance with the Fee Schedule attached hereto as Exhibit D. Payment of monies due for the Engineer's subconsultant's services shall be based on the actual amount billed to the Engineer by the subconsultant. Payment of monies due for direct cost expenses shall be based on the actual costs.

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of Forty Thousand and No/100 Dollars, (\$40,000.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

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

ARTICLE 5 **METHOD OF PAYMENT**

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

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

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve

Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

ARTICLE 6

PROMPT PAYMENT POLICY

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

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

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

ARTICLE 7

NOTICE TO PROCEED

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

ARTICLE 8

PROJECT TEAM

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

Jeff Bell
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 218-7076

Fax Number (512) 218-5536
Email Address jbell@roundrocktexas.gov

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

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

R. Brent Jones, P.E.
President
1212 E. Braker Lane
Austin, TX 78753
Telephone Number (512) 334-0017
Fax Number (512) 836-4817
Email Address brentj@rj-eng.com

ARTICLE 9

PROGRESS EVALUATION

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

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

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

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

ARTICLE 10

SUSPENSION

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

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

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

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13
SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14
USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 15

PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 16

SUBCONTRACTING

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

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

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

ARTICLE 18
SUBMISSION OF REPORTS

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

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

ARTICLE 21

COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22

INDEMNIFICATION

Engineer 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 Contract, which are caused by or which result from the negligent error, omission, or negligent act of Engineer or of any person employed by Engineer or under Engineer's direction or control.

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

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24

ENGINEER'S SEAL

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

ARTICLE 25

NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

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

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

ARTICLE 26

INSURANCE

(1) **Insurance.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and

otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

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

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

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

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

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

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

(4) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit E herein entitled "Certificates of Insurance."

ARTICLE 27

COPYRIGHTS

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

ARTICLE 28
SUCCESSORS AND ASSIGNS

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

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 32
NOTICES

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

City:

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

and to:

Stephan L. Sheets
City Attorney
309 East Main Street
Round Rock, TX 78664

Engineer:

R. Brent Jones, P.E.
President
1212 E. Braker Lane
Austin, TX 78753

ARTICLE 33
GENERAL PROVISIONS

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

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

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

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

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

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

ARTICLE 34
SIGNATORY WARRANTY

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

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

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Alan McGraw, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

RANDALL JONES AND ASSOCIATES ENGINEERING, INC.

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

- | | |
|---------------|---------------------------|
| (1) Exhibit A | City Services |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Schedule |
| (4) Exhibit D | Fee Schedule |
| (5) Exhibit E | Certificates of Insurance |

EXHIBIT A

City Services

The City of Round Rock will furnish to the Engineer the following items/information:

1. Record drawings and documents pertaining to the projects in the area. These items include, but are not limited to; easement documents, construction plans, test records, aerals and topography.

EXHIBIT B

Engineering Services

The basic services for this project are broken down below. Additional services shall be provided on an hourly basis according to the attached rate chart, or at a fee that is agreed to prior to commencing work.

Design Phase

1. Prepare construction plans and specifications for the installation of a 16" waterline along the alignment of the future Arterial H from Sam Bass Road to the end of the existing Arterial H.
2. Provide field notes as necessary for an easement if the ROW has not been dedicated. The City is responsible for easement, ROW acquisitions.
3. Prepare bid quantities for the 16" waterline as the base bid and for an 8" waterline as an alternate.

Bidding Phase

1. Prepare bidding documents and contractor copies.
2. Attend pre-bid conference and attend public bid opening.
3. Prepare bid tabulations
4. Make recommendation for bid award and prepare notice of award.
5. Prepare five sets of final contract documents.

Construction Phase

1. Attend construction meetings as requested by the City.
2. Review material submittals, pay request and change orders.
3. Attend the final walk through and generate the punch list.
4. Make recommendation for project acceptance.
5. Prepare and submit close out documents as requested by the City.

EXHIBIT C Work Schedule

<i>Process/Task</i>	<i>Due Date</i>	<i>Duration</i>	<i>Comments</i>
Construction Plans			
Start construction plans	2/20/2015	45	
60% submittal	4/6/2015	21	
Comments returned	4/27/2015	28	
90% submittal	5/25/2015	21	
Comments returned	6/15/2015	14	
1st update filed	6/29/2015	14	
1st update comments returned	7/13/2015	14	
2nd update filed	7/27/2015	14	
2nd update comments returned	8/10/2015	14	
3rd update filed	8/24/2015	14	
3rd update comments returned	9/7/2015	14	
TCEQ APPROVAL	9/13/2015	0	
Construction plan approval w/city	9/21/2015	10	
Precon	10/1/2015		

EXHIBIT D

Fee Schedule

The fee to provide the basic services outlined in Exhibit B is **\$40,000**. Additional services shall be provided on an hourly basis according to the attached rate chart, or at a fee that is agreed to prior to commencing work. Billings will follow the schedule as outlined below.

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1: (e.g. surveying)	15	\$2,500.00	\$0.00	\$0.00	\$2,500.00
Task 2: (e.g. preliminary design/ 60% plans)	270	\$25,000.00	\$0.00	\$0.00	\$25,000.00
Task 3: (e.g. final design/90%, 100% plans)	45	\$4,000.00	\$0.00	\$0.00	\$4,000.00
Task 4: (e.g. bid phase services)	40	\$3,500.00	\$0.00	\$0.00	\$3,500.00
Task 5: (e.g. construction phase services)	25	\$3,500.00	\$0.00	\$0.00	\$3,500.00
Task 6: (e.g. project management)	15	\$1,500.00	\$0.00	\$0.00	\$1,500.00
GRAND TOTAL:	410	\$40,000.00	\$0.00	\$0.00	\$40,000.00

DIRECT LABOR

OFFICE PERSONNEL SERVICES

Principal	\$200.00 per hour
Project Engineer	\$150.00 per hour
Staff Engineer	\$130.00 per hour
Registered Surveyor	\$130.00 per hour
GPS Data Processor	\$110.00 per hour
Senior Technician	\$ 85.00 per hour
Technician	\$ 55.00 per hour
Draftsman	\$ 45.00 per hour
Clerical	\$ 45.00 per hour

FIELD PARTY SERVICES

GPS Field Unit & Operator	\$135.00 per hour
---------------------------	-------------------

REIMBURSABLE EXPENSES

All direct reimbursable expenses shall be at the prevailing commercial rate or cost, plus 10% for handling.

EXHIBIT E

Certificates of Insurance

Attached Behind This Page

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/05/2015

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

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

PRODUCER USI Southwest 7600-B N. Cap of Tx Hwy #200 Austin, Texas 78731	CONTACT NAME: Debi Wylie	
	PHONE (A/C, No, Ext): 512-651-4159	FAX (A/C, No): 512-467-0113
INSURED Randall Jones & Assoc Engineering, Inc 1212 E. Braker Lane Austin, TX 78753	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: XL Specialty Insurance Company	
	NAIC # 37885	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR YVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
	(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab Claims Made & Reported Pol.			DPR9720696 Retro:10/01/88	12/14/2014	12/14/2015	\$2,000,000 per claim \$2,000,000 annl aggr.

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

** Supplemental Name **

Randall Jones Engineering, Inc.

RJ Surveying, Inc.

RJ Surveying & Associates, Inc.

CERTIFICATE HOLDER

CANCELLATION

City of Round Rock City Manager 221 E Main Street Round Rock, TX 78664	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>James E. Zimmerman</i>

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ARTERIAL "H" 16-INCH WATER LINE PROJECT



Date: 2/11/2015

Document Path: O:\Workspaces_GIS\Utilities\workspace\MAPS\2015\Council\Arterial_H_16in\Wline\Arterial_H_16in_Wline.mxd





City of Round Rock

Agenda Item Summary

Agenda Number: H.6

Title: Consider a resolution authorizing the Mayor to execute an Agreement with ACT Pipe and Supply for the purchase of water meter box anti-float lids.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/26/2015

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

Cost: \$78,645.00

Indexes: Utility Fund

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2015-2262

The City has a number of water meter boxes with metal lids in the distribution system. The metal lids are causing difficulty in the transmission of meter data as part of the City's conversion to an automated meter reading fixed network system.

This agreement between the City of Round Rock and ACT Pipe and Supply is for the purchase of various sized plastic anti-float lids which are compatible for remote read meters for us throughout the City's water supply system. The City solicited bids from vendors in November 2014 and ACT Pipe and Supply met the qualifications and submitted the bid with the lowest price for the City. The cost per lid is \$52.43, and the City anticipates replacing approximately 1,500 lids this year which equates to \$78,645. If additional lids are required to be purchased in the following years, the City will request additional funds for those lids at a later time. The term of this agreement is for three years with the option to extend the contract for two additional 12-month terms.

Cost: \$78,645.00

Source of Funds: Utility Fund

Staff recommends approval.

RESOLUTION NO. R-2015-2262

WHEREAS, the City of Round Rock has duly advertised for bids to purchase water meter box anti-float lids; and

WHEREAS, ACT Pipe and Supply has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of ACT Pipe and Supply, Now
Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Water Meter Box Anti-Float Lids From ACT Pipe and Supply, 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 26th day of February, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

CITY OF ROUND ROCK AGREEMENT FOR PURCHASE OF WATER METER BOX ANTI-FLOAT LIDS FROM ACT PIPE AND SUPPLY

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§

§

§

§

§

§

KNOW ALL BY THESE PRESENTS:

THAT THIS Agreement for purchase of water meter box anti-float lids, and for related goods and services, (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of February, 2015, 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 ACT PIPE AND SUPPLY, whose offices are located at 1400 Grand Avenue Parkway, Pflugerville, TX 78660 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase water meter box anti-float lids, and City desires to procure same from Services Provider; and

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

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated Solicitation Number 15-004 dated November 2014, Class/Item: 890-40; (b) Services Provider's Response to the IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving

preference in the following order:

- (1) This Agreement;
- (2) Services Provider's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.

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

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

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

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

2.01 EFFECTIVE DATE, INITIAL TERM, AND ALLOWABLE RENEWALS

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

B. The initial term of this Agreement is for thirty-six (36) months from the effective date hereof. After that initial term, this Agreement may be renewed for two (2) successive twelve (12)-month periods, under the same terms and conditions, only upon the express written agreement of both parties, and only provided that the Services Provider has performed each and every contractual obligation specified in this Agreement.

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

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

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

4.01 ITEMS AWARDED; SCOPE OF WORK

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

Scope of Work. For purposes of this Agreement, City has issued documents delineating the required services (specifically Invitation for Bid Solicitation Number 15-004, Class/Item: 890-40 dated November 2014). Services Provider has issued its response agreeing to provide all such required service in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

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

5.01 COSTS

Bid costs listed on page thirteen (13), Attachment C – Bid Form No. 1, of Exhibit "A," in the amount of **seventy-eight thousand six hundred forty-five dollars and no/100 (\$78,645.00)** per year, shall be the basis of any charges collected by the Services Provider.

6.01 INVOICES

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

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

7.01 INTERLOCAL COOPERATIVE CONTRACTING/PURCHASING

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

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

8.01 NON-APPROPRIATION AND FISCAL FUNDING

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

9.01 PROMPT PAYMENT POLICY

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

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

performed that causes the payment to be late; or

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

10.01 GRATUITIES AND BRIBES

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

11.01 TAXES

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

12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

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

13.01 INSURANCE

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

14.01 CITY'S REPRESENTATIVE

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

Rick Whisenant
Utility Inventory Specialist
Utilities and Environmental Sciences
910 Luther Person Place
Round Rock, Texas 78665

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the

reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

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

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

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

17.01 TERMINATION AND SUSPENSION

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

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

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

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City’s delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services

Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

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

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

20.01 ASSIGNMENT AND DELEGATION

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

21.01 NOTICES

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

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

Notice to Services Provider:

ACT Pipe and Supply
1400 Grand Avenue Parkway
Pflugerville, TX 78660

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephen L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

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

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

23.01 EXCLUSIVE AGREEMENT

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

24.01 DISPUTE RESOLUTION

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

25.01 SEVERABILITY

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

26.01 MISCELLANEOUS PROVISIONS

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

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

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

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

[Signatures on the following page.]

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

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Attest:

By: _____
Sara White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

ACT Pipe and Supply

By: _____
Printed Name: LISA HUNTER
Title: Sales Representative
Date Signed: 1/17/2015





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

INVITATION FOR BID
WATER METER BOX ANTI-FLOAT LID
SOLICITATION No. 15-004

NOVEMBER 2014

EXHIBIT "A"

City of Round Rock
Solicitation Number: IFB No. 15-004
Water Meter Box Anti-Float Lid
Class/Item: 890-40
November 2014

CITY OF ROUND ROCK

IFB NO. 15-004

WATER METER BOX ANTI-FLOAT LID

PART I

GENERAL

1. **PURPOSE:** The City of Round Rock herein after "City" seeks to establish a multiple year contract with a qualified person, firm or corporation, herein after "Respondent", to provide water meter box anti-float lid, compatible with remote read meters for use throughout the City's water supply system.
2. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, 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. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. The City's Definitions, Terms and Conditions can be obtained from the City's website <http://www.roundrocktexas.gov/bids>.
3. **INSURANCE:** The Respondent shall meet or exceed ALL insurance requirements set forth by the Insurance Requirements as identified on the City's website at <http://www.roundrocktexas.gov/bids>.
4. **CLARIFICATION:** For questions or clarification of specifications, you may contact:

Mike Schurwon, CPPB, CPTM
Purchaser
City of Round Rock - Purchasing Department
mschurwon@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Division.
5. **QUALIFICATIONS:** The opening of a response shall not be construed as the City's acceptance of such as qualified and responsive. All Respondents shall:
 - 5.1. Be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of commodity or provision of the services as specified herein.
 - 5.2. Provide the name, address, telephone number and e-mail of at least three (3) firms applicable to Municipal and/or Government projects that have utilized similar services of size and scope in the past (two) 2 years (Attachment A). City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.
6. **BEST VALUE EVALUATION AND CRITERIA:** All responses received may be evaluated based on the best value for the City. In determining best value, the City may consider:
 - 6.1. Purchase price;
 - 6.2. Reputation of Respondent and of Respondent's goods or services;
 - 6.3. Quality of the Respondent's goods or services;
 - 6.4. The extent to which the goods or services meet the City's needs;
 - 6.5. Respondent's past relationship with the City;
 - 6.6. The total long-term cost to the City to acquire the Respondent's goods or services;
 - 6.7. Any relevant criteria specifically listed in the solicitation.

7. **AGREEMENT TERM:** It is the City's intent to structure the agreement as follows:
- 7.1. The initial term of the resulting agreement shall be three (3) consecutive twelve (12) month periods from the effective award date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing.
 - 7.2. The City reserves the right to review the respondents' performance at any time and terminate all or part of the agreement, with or without cause or continue the agreement through the next period.
 - 7.3. If the respondent fails to perform its duties in a reasonable and competent manner, the City shall give notice to the respondent of the deficiencies and the respondent shall have thirty (30) days to correct such deficiencies. If the respondent fails to correct the deficiencies with the thirty (30) days, the City may terminate the agreement by giving the respondent written notice of termination and the reason for the termination.
8. **AWARD:** The City reserves the right to accept or reject all or part of a response, waive minor technicalities and award the response to best serve the interests of the City. Split awards or non-award may be made at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement.

NOTE: Award announcement will appear on the City's website at: <http://www.roundrocktexas.gov/bids>.

9. **PRICE INCREASE OR DECREASE:** A price increase or decrease to the agreement may be considered based on the following:
- 9.1 The City may permit "unit price" adjustments upwardly or downwardly when correlated with the price index specified herein. Unless otherwise indicated, the price index shall be the specified index as published by the Bureau of Labor Statistics, Washington, DC 20212. The baseline index shall be the index announced for the month in which the solicitation opened. Unit prices may be adjusted for each renewal period and extension period in accordance with changes in index.
 - 9.2 Price adjustments for each renewal and extension periods will be based on the PPI: <http://www.bls.gov/poi/>, TABLE 3: Producer price indexes for selected stage-of-processing groupings, seasonally adjusted [1982=100].
 - 9.2.1 The allowable percent change shall be calculated by subtracting the baseline index announced for the month in which the renewal option is exercised and dividing the result by the baseline index.
 - 9.2.1.1. A = Baseline index from month in which the solicitations opened or the month of the last approved price increase.
 - 9.2.1.2. B = Current and/or latest baseline index.
 - 9.2.1.3. "B" minus "A" then divided by "A". Multiply sum by 100% equals the percent of the allowable price increase or decrease, "C".
$$C = [(B-A) \text{ divided by } A] \times 100 \%$$
 - 9.2.2 The allowable percent change shall be rounded to the nearest one-hundredth of one percent and shall be the maximum unit price adjustment permitted, except that the vendor may offer price decreases in excess of the allowable percent change.
 - 9.3 Price increase cannot exceed 25% for the total cost and term of the agreement.

City of Round Rock
Solicitation Number: IFB No. 15-004
Water Meter Box Anti-Float Lid
Class/Item: 890-40
November 2014

9.4 PROCEDURE TO REQUEST INCREASE OR OFFER DECREASE

- 9.4.1. Mail the price increase request to the designated City Contract Specialist a minimum of 120 days prior to each renewal period.

Vendor shall supply supporting documentation as justification for each request to: City of Round Rock, Purchasing Department, Attn: Ric Bowden, Contract Specialist, 221 E. Main Street, Round Rock, Texas 78664-5299

- 9.4.2. Upon receipt of the request, the City reserves the right to either: accept the escalation as supported by the appropriate price index and make change to the purchase order within thirty (30) days of the request, negotiate with the vendor or cancel the purchase order if an agreement cannot be reached on the value of the increase.

10. ACCEPTANCE: Inspection and acceptance of Services should not take more than five (5) working days from completion of said Services. The vendor will be notified within this time frame if the Services are in full compliance with the specifications. If the agreement is canceled for non-acceptance, the Services may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
11. ORDER QUANTITY: The quantities shown on the Solicitation form are estimates only. No guarantee of any minimum or maximum purchase quantity is made or implied. The City will only order the quantity of services needed to fulfill requirements, which may be more or less than indicated.
12. PROMPT PAYMENT POLICY: Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 12.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
- 12.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
- 12.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- 12.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
13. NON-APPROPRIATION: The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may terminate by not providing a renewal contract or by providing the Vendor written notice of termination at the end of its then current fiscal year.
14. CANCELLATION: The City reserves the right to cancel the Agreement without penalty by providing 30 days prior written notice to the Vendor. Vendor shall provide the City with 120 days written notice prior to cancellation of the Agreement and shall continue services for a period of time not to exceed 120 days after written notification. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. NOTE: This Agreement is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.

15. **DAMAGE:** The successful Respondent shall be responsible for damage to the City's equipment and/or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Vendor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.
16. **ENVIRONMENT:** It is the intent of the City to purchase goods and services having the least adverse environmental impact, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
17. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's Agreements, with the consent and agreement of the awarded Respondent(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and 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.
18. **RIGHT TO AUDIT:**
 - 18.1. The Respondent agrees that the representatives of the Office of the State Auditor or other authorized representatives of the City shall have access to, and the rights to audit, examine, or reproduce, and all records of the Respondent related to the performance under this Agreement. The Respondent shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Respondent are resolved, whichever is longer. The Respondent agrees to refund to the City any overpayments disclosed by any such audit.
 - 18.2. Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the City to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by sub-Respondents through the respondent and the requirement to cooperate is included in any subcontract it awards.
19. **TAX EXEMPTION:** The City of Round Rock is exempt from all Federal excise, State, and Local taxes unless otherwise stated in this document. The City claims exemption from all States and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemptions Certificates will be furnished upon request. Respondents shall not charge for said taxes. If billed, City will not remit payment until invoice is corrected.
20. **RESPONDENT RESPONSIBILITIES:**
 - 20.1. The respondent shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the contract including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, respondent shall furnish the City with satisfactory proof of its compliance.
 - 20.2. The Respondent shall fully and timely provide all deliverables described in the Solicitation, Contract/Purchase Order and in the Respondent's response in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and Local laws, rules and regulations.

City of Round Rock
Solicitation Number: IFB No. 15-004
Water Meter Box Anti-Float Lid
Class/Item: 890-40
November 2014

PART II

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:
 - 1.1. Solicitation released **November 18, 2014**
 - 1.2. Deadline for questions **November 24, 2014, 12:00 p.m., C.S.T.**
 - 1.3. City responses to all questions or addendums **November 25, 2014, 5:00 p.m., C.S.T.**
 - 1.4. Deadline for Responses **December 4, 2014, 3:00 p.m., C.S.T.**

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

All questions regarding the solicitation shall be submitted in writing by Monday, November 24, 2014, at 12:00 PM (CST) to Mike Schurwon, CPPB, CTPM, Purchaser, City of Round Rock by e-mail: mschurwon@roundrocktexas.gov on the date noted above. The City shall provide answers to all questions by Tuesday, November 25, 2014, at 5:00 p.m. (CST). The City shall not be responsible for failure of electronic equipment of operator error.

A copy of all the questions submitted and the City's response to the questions may be posted the City of Round Rock webpage, <http://www.roundrocktexas.gov/bids>.

2. **RESPONSE DUE DATE:** Signed and sealed responses are due no later than **3:00 PM, Thursday, December 4, 2014**, as noted above to the Purchasing Department. Mail or carry sealed responses to:

City of Round Rock
City Hall – Reception Desk
221 E. Main Street
Round Rock, Texas 78664-5299
Attention: Mike Schurwon - Purchaser

WATER METER BOX LIDS - "DO NOT OPEN"
IFB No. 15-004
Deadline: December 4, 2014, 3:00 pm

- 2.1. Responses received after this time and date shall not be considered.
 - 2.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
 - 2.3. Facsimile or electronically transmitted responses are not acceptable.
 - 2.4. Late responses will be returned to Respondent unopened if return address is provided.
3. **RESPONSE REQUIREMENTS:** Respondent shall submit one (1) executed (signed) "Original" and two (2) copies of the bid response. Completed documentation shall include, at a minimum:
 - 3.1. Itemized and signed solicitation document. **Failure to itemize solicitation may result in disqualification.**
 - 3.2. **ATTACHMENT A:** Reference sheet that shall include the name, address, active telephone number and valid e-mail of at least three (3) firms applicable to Municipal and Government projects that have utilized similar services in the last two (2) years.
 - 3.3. **ATTACHMENT B:** If addendums have been issued, bidder(s) should complete and return "Attachment B" with their response. Failure to do so may result in disqualification of bid response.
 - 3.4. **ATTACHMENT C:** Bid Form No. 1

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4. **POST AWARD MEETING:** The City and Respondent may conduct a post award meeting to discuss, but not limited to the following:
 - 4.1. City contact(s) information for implementation of agreement.
 - 4.2. Agreement terms and conditions.
 - 4.3. Performance Measures

PART III
SPECIFICATIONS

1. **SCOPE OF WORK:** Provide water meter box anti-float lid to be used by the City of Round Rock water line maintenance. Unit(s) furnished to these specifications shall meet or exceed all requirements describes herein. Single wall water meter boxes and anti-float lids shall be used to house and protect various size remote read water meters from damage due to, but not limited to, ground collapse or traffic through the City's water supply system. Specifications cover only the general requirements as to the performance and design criteria of the water meter boxes and anti-float lids, as well as certain details to which the successful respondent shall conform. Respondents shall be responsible for furnishing equipment that meets or exceeds all of the requirements as set forth herein, as well as provide equipment that is designated for the intended application.
2. **APPROVED PRODUCTS LIST:** The water meter box lid listed have been pre-approved for compatibility and durability. Meter box lid currently pre-approved as outlined as follows:
 - 2.1 Black Polymer Anti Float, AMR/AMI Lid w/Rebar, Pickhole, & Single Knockout
Size: 18-5/8" x 17-7/8"
Height: 1-1/2"
Width: 17"
Length: 18"
MFG: DFW Plastics, Inc., Series 38C, Meter Box Lid, Part #DFW38DW-AF1EPF1-LID

NOTE: Use with dual service for 5/8 x 3/4 Meter
3. **FUNCTIONAL REQUIREMENTS:** The water meter box lid shall:
 - 3.1 Polymer lid shall be constructed of ANTI-FLOAT polyethylene material
 - 3.2 Polymer lid shall have a molded pick hole pocket (3" x 9/16" x 1-1/4" Deep with 3/16" 304 SS Rod).
 - 3.3 Polymer lid shall have one (1) *MOLDED AMR/AMI hole (1.88 x 2.50")*, recessed (4-5/8" x 1/4") deep.
 - 3.4 Polymer lid shall have six (6) pieces of 1/2" rebar located in the lid for locate ability and resistance to floating.
 - 3.5 Polymer lid shall have no polymer hook to secure the polymer lid to the concrete meter box.
 - 3.6 Polymer lid shall seat securely and evenly inside and shall not overlap the edge of the concrete meter box.
 - 3.7 Polymer lid shall have molded tread-pattern for skid resistance. Tread dimensions shall be 0.188" x 0.938" x 0.150" deep.
 - 3.8 Polymer lid shall have "Water Meter" molded into the lid – Font shall be Std Fadal CNC Font with 1" characters x 0.150" deep.
 - 3.9 Polymer lid shall be black and have a molded recycled emblem with a minimum of 50% Post Consumer Recycled and 50% Post Industrial/Pre Consumer Recycle Content – Verified with a Leed Product Documentation.
4. **DIMENSIONS:** The water meter box lid shall be rectangular in shape with the following dimensions:
 - 4.1 Black Polymer Anti Float, AMR/AMI Lid w/Rebar, Pickhole, & Single Knockout
Size: 18-5/8" x 17-7/8"
Height: 1-1/2"
Width: 17"
Length: 18"
MFG: DFW Plastics, Inc., Series 38C, Meter Box Lid, Part # DFW38DW-AF1EPF1-LID

City of Round Rock
Solicitation Number: IFB No. 15-004
Water Meter Box Anti-Float Lid
Class/Item: 890-40
November 2014

5. **PROPERTIES:** The water meter box lid shall be molded out of modified polyethylene material in accordance with the minimum ASTM specifications outlined below:

<u>Properties</u>	<u>ASTM Test Method</u>	<u>Minimum Test Value</u>
Tensile strength @ Yield	D638	2300 psi
Ultimate Elongation (%)	D638	765
Density	D1505	0.932
Flexural Modulus	D790	73,000 psi
Deflection Temperature	D648	88c @ 66 psi
Melt Index (dg/min.)	D1238 Cond. E	5.0
UV Stabilizer	Yes	NA

NOTES:

1. Polymer lid shall have a molded pick hole pocket.
2. Meter Box - Vertical and Lateral Load Rating shall be compliant with the following:
 - a. AASHTO, Design Load of H-10; ASTM C857-12a, Design Load A-8, 8,000lbs, transferred through a 10" x 10" steel plated centered in the cover and body.
 - b. AASHTO, Design Load of H-20; ASTM C857-12a, Design Load of A-16, 16,000lbs. transferred through a 10" x 20" steel plate centered on the cover and body.

6. **AUTHORIZED CONTACT:**

- 6.1. The City hereby designates the following representative(s) authorized to act in its behalf with regard to all purchases of water meter box lids (anti-float) for the City of Round Rock – Utilities and Environmental Services as follows:

Mr. Rick Whisenant
Utility Inventory Specialist
City of Round Rock
Utilities and Environmental Services
910 Luther Peterson Place
Round Rock, TX 78665
Telephone: (512) 218-5570
E-mail: rwhisenant@roundrocktexas.gov

City of Round Rock
Solicitation Number: IFB No. 15-004
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SOLICITATION INSTRUCTIONS
ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF SOLICITATION
ANY EXCEPTIONS THERETO MUST BE IN WRITING

1. **SOLICITATION REQUIREMENTS:**
 - 1.1 Responding requires pricing per unit shown and extensions. If trade discount is shown on solicitation, it should be deducted and net line extensions shown. Respondents guarantee product offered will meet or exceed specifications identified in this invitation for Bid (IFB).
 - 1.2 Solicitations shall be submitted on Solicitation Sheet. Each response shall be placed in a separate envelope completely and properly identified. Responses must be in the Purchasing Department before the hour and date specified on the solicitation.
 - 1.3 Late responses properly identified will be returned to respondent unopened. Late responses will not be considered.
 - 1.4 Respond F.O.B. destination, freight, prepaid, & allowed unless otherwise specified on the solicitation. If otherwise, show exact cost to deliver.
 - 1.5 Response shall show unit price on quantity and unit of measure specified, extension and show total. In case of errors in extension, unit prices shall govern. Responses subject to unlimited price increase will not be considered.
 - 1.6 Submitted prices shall be firm for acceptance 30 days from solicitation opening date. "Discount from List" responses are not acceptance unless requested. Cash discount will not be considered in determining the low response. All cash discounts offered will be taken if earned.
 - 1.7 Responses shall give Tax Identification Number, full name and address of respondent. Failure to sign will disqualify response. Person signing response shall show title and authority to bind signatories firm in an agreement. Firm name should appear on each page in the block provided in the upper right corner. Business Entity shall be one (1) of the following: Individual, Partnership, Sole Proprietorship, Estate/Trust, Corporation, Governmental, Non-profit, all others shall be specified. **INDIVIDUAL:** List name and number as shown on Social Security Card. **SOLE PROPRIETORSHIP:** List legal name followed by legal business name and Social Security Number. **ALL OTHERS:** List legal name of entity and Tax Identification Number (TIN).
 - 1.8 Responses cannot be altered or amended after opening time. Any Alterations made before opening time shall be initiated by respondent or an authorized agent. No response can be withdrawn after opening time without approval of the CITY based on a written acceptable reason.
 - 1.9 The City is exempt from State Sales Tax and Federal Excise Tax. Do not include tax in response.
 - 1.10 The City reserves the right to accept or reject all or any part of response, waive minor technicalities and award the response to best serve the interests of the City. Split awards may be made at the sole discretion of the City.
 - 1.11 Consistent and continued late responses could cause rejection of responses by the City and/or investigation for antitrust violations.
 - 1.12 Telephone, facsimile, and electronically transmitted responses are not acceptable in response to the solicitation.
 - 1.13 **CAUTION:** Solicitation invitation allows sufficient time for receipt of the preferred mail response. The City shall not be responsible for responses received late, illegible, incomplete, or otherwise non-responsive.
2. **SPECIFICATION:**
 - 2.1 Any catalog, brand name or manufacturer's reference used in the solicitation is descriptive only (not restrictive), and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered unless advertised under the provisions of Section 252.022 of the Texas Local Government Code. If other than brand(s) specified is offered, illustrations and complete descriptions of product offered are requested to be made a part of the response. If respondent takes no exceptions to specifications or reference data in response, respondent will be required to furnish brand names, numbers, etc., as specified in the solicitation.
 - 2.2 All items on the solicitation shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in the solicitation. Verbal agreements to the contrary will not be recognized.
 - 2.3 Samples, when requested, must be furnished free of expense to the City. If not destroyed in examination, they will be returned to the respondent, on request, at respondent expense. Each example should be marked with respondents' name and address, City solicitation number and code. Do not enclose in or attach to response.
 - 2.4 The City will not be bound by any oral statement or representation contrary to the written specifications of the solicitation.
 - 2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.
3. **TIE RESPONSES:** In case of tie responses, the award will be made in accordance with Section 271.901 of the Texas Local Government Code.
4. **DELIVERY:**
 - 4.1 Response shall show number of days required to place material in City's designated location under normal conditions. Failure to state deliver time obligates respondent to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause response to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from Vendor list. (See 4.2 following.)
 - 4.2 If delay is foreseen, Vendor shall give written notice to the City. The City has the right to extend delivery date if reasons appear valid. Vendor shall keep the City advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting Vendor.
 - 4.3 No substitutions or cancellations permitted without written approval of the City.
 - 4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from the City, unless otherwise specified in the solicitation.
5. **INSPECTION AND TESTS:** All goods will be subject to inspection and test by the City to the extent practicable at all times and places. Authorized City personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests may be performed on samples submitted with the response or on samples taken from regular shipments. If the products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods, which have been delivered and rejected in whole or in part, may, at the City's option, be returned to the Vendor or held for disposition at Vendor's risk and expense. Latent defects may result in revocation of acceptance.
6. **AWARD OF AGREEMENT:** A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the solicitation. Responses do not become agreements or purchase orders unless and until they are accepted by the City through its designates and an agreement or a purchase order is issued. The agreement or purchase order shall be governed, construed, and interpreted under the Charter of the City and the laws of State of Texas. All agreements or purchase orders are subject to the approval of the City Council or Manager.
7. **PAYMENT:** Vendor shall submit three (3) copies of an invoice showing the agreement or purchase order number on all copies.
8. **PATENTS AND COPYRIGHTS:** The Respondent agrees to protect the City from claims involving infringements of patents or copyrights.
9. **RESPONDENT ASSIGNMENTS:** Respondent hereby assigns to the purchaser any and all claims for overcharges associated with this agreement, which arise under the antitrust laws of the State of Texas, TX, Bus. And Comm. Code Ann. Sec. 15.01, et seq. (1967).
10. **RESPONDENT AFFIRMATION:**
 - 10.1 Signing the response with a false statement is a material breach of agreement and shall void the submitted response or any resulting agreements, and the Respondent shall be removed from all Vendor lists. By signature hereon affixed, the respondent hereby certifies that:
 - 10.2 The respondent has not given, offered to give, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a public servant in connection with the submitted response.
 - 10.3 The respondent is not currently delinquent in the payment of any debt owed the City.
 - 10.4 Neither the respondent nor the firm, corporation, partnership, or any entity represented by the respondent, or anyone acting for such firm, corporation, or entity has violated the antitrust laws of this State codified in Section 15.01 et. Seq. Texas Business and Commercial Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the response made to any competitor, or any other person engaged in such line of business.
 - 10.5 The respondent has not received compensation for participation in the preparation of the specification for the solicitation.
11. **NOTE TO RESPONDENTS:** Any terms and conditions attached to response will not be considered unless the respondent specifically references them on the front of the response form. **WARNING:** Such terms and conditions may result in disqualification of the response (e.g. responses with the laws of a state other than Texas requirements for prepayment, Limitations on remedies, etc.) The City of Round Rock can only accept responses which contain all the terms and conditions of its formal solicitation; in particular, all respondents' affirmations and certifications must be included. Submission of responses on forms other than City's form may result in disqualification of your response.
12. **INQUIRIES:** Inquiries pertaining to Solicitation invitations must give Solicitation number, codes, and opening date.

ATTACHMENT A

RESPONDENT'S REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 15-004
RESPONDENT'S NAME: W. Woodward DATE: 12/3/2014

Provide the name, address, telephone number and point of contact of at least three (3) firms applicable to Municipal and/or Government projects that have purchased similar water meters boxes and lids for at least two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of solicitation.

1. Company's Name City of Pflugerville
Name of Contact Matthew Woodward
Title of Contact Utility Foreman
E-Mail Address matthew@pflugerville.tx.gov
Present Address PO Box 559
City, State, Zip Code Pflugerville Texas 78660
Telephone Number (512) 910-6410 Fax Number: ()

2. Company's Name City of Austin
Name of Contact Donnie Guillory
Title of Contact Buyer/Purchaser
E-Mail Address donnie.guillory@austintexas.gov
Present Address 1055 E 18th Street Ste 200
City, State, Zip Code Austin Texas 78701
Telephone Number (512) 972-2073 Fax Number: ()

3. Company's Name Manville WSC
Name of Contact Tony Gray
Title of Contact General Manager
E-Mail Address tonygray@manvillewsc.org
Present Address PO Box 848
City, State, Zip Code Coupland, TX 78015
Telephone Number (888) 856-3488 Fax Number: ()

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

City of Round Rock
Solicitation Number: IFB No. 15-004
WATER METER BOX ANTI-FLOAT LID
Class/Item: 890-40
NOVEMBER 2014

City of Round Rock

ATTACHMENT B
ADDENDUM ACKNOWLEDGMENT FORM

NOTE: IF ADDENDUMS HAVE BEEN ISSUED, BIDDER(S) SHOULD COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR BID RESPONSE. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BID RESPONSE.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: N/A Dated: _____
Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____

Respondent (Company): ACT Pipe & Supply

Signature (in ink): [Signature]

Name (Typed/printed): Lisa Word

Title: Sales Representative Date: 12/3/2014



ATTACHMENT C - BID FORM No. 1
PURCHASING DEPARTMENT
221 E. Main Street • Round Rock, Texas 78664-5299

SOLICITATION INFORMATION	RESPONDENT INFORMATION
Solicitation Number: IFB No. 15-004	Tax ID Number: 74-1872912
Solicitation Name: Water Meter Box Lid	Business Name: ACT Pipe & Supply
Opening Date: December 4, 2014	Address: 1400 Grandview Blvd
Opening Time: On or Before 3:00 PM CST	Address: Round Rock TX 78665
Opening Location: City of Round Rock City Hall 221 E. Main Street Round Rock, TX 78664	Contact: Lisa Ward
	Telephone: 512 252 7130
	E-mail: lward@actpipe.com
	Website: www.actpipe.com

HOW DID YOU HEAR ABOUT THIS SOLICITATION?	<input type="checkbox"/> Newspaper	<input type="checkbox"/> City's Website	<input checked="" type="checkbox"/> E-mail Announcement	<input type="checkbox"/> ESBD	<input type="checkbox"/> Other
1st TIME RESPONDING TO THE CITY?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	ARE YOU REGISTERED WITH VENDOR CENTRAL?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Register at: roundrocktexas.gov/vendorcentral					

Item #	Description	Unit Price	Unit of Measure	Extended Price
1	Water Meter Box Anti-Float Lid, 18-5/8" x 17-7/8" x 1-1/2" - Reference: DFW Plastics #DFW38DW-AF1EPF1-LID	1500	EA	\$78,645.00
	NOTE - BID BASED ON SHIPPING ITEM COMPLETE, ONE TIME DELIVERY			

ACKNOWLEDGEMENTS
<p>By the signature hereon affixed, the Respondent hereby certifies that neither the respondent nor the entity represented by the respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business. Further, by signing and submitting this response the Respondent acknowledges:</p> <ul style="list-style-type: none">That they have read and fully understand the solicitation and accept all terms and conditions set forth herein.The respondent is not currently delinquent in the payment of any debt owed to the City. <p>Sealed response envelope shall be clearly marked with solicitation name, solicitation number and name of responding entity.</p> <p>The agreement or purchase order resulting from this solicitation may qualify for Inter-local or Cooperative Contracting (Piggybacking) per the terms outlined in Part I, #17 of this solicitation. If applicable, do you agree to "piggyback" purchasing from other governmental agencies?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Response shall include one (1) signed "Original" and Two (2) copies of response.</p> <p>Printed Name: <u>Lisa Ward</u></p> <p>Authorized Signature: <u>[Signature]</u></p> <p>Date: <u>12/3/14</u></p> <p>Failure to sign response will disqualify response.</p>

EXHIBIT "A"



City of Round Rock

Agenda Item Summary

Agenda Number: H.7

Title: Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation in amending the Transportation Capital Improvement Program (TCIP).

Type: Resolution

Governing Body: City Council

Agenda Date: 2/26/2015

Dept Director: Gary Hudder, Transportation Director

Cost: \$17,136,629.00

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

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2015-2268

This amendment to the Transportation Capital Improvement Program (TCIP) includes a number of budget increases, reductions and adjustments. The primary objective of this amendment is to adjust funding for a number of projects reflecting the recent issuance of the Certificates of Obligation for transportation projects, and to provide financing to projects which were reduced in the last amendment to fund the Creek Bend project. Some of the items included in the amendment are the following:

1) Reduce the budget on a number of projects. These projects will now be funded through the recently issues Certificates of Obligation. Notable reductions include:

- a) Reduce funds for the Creek Bend Boulevard project by - \$8,841,303;
- b) Reduce funds for the Seton Parkway Phase 2 project by -\$1,525,000; and
- c) Reduce funds for the Southwest Downtown Phase 5 project by - \$12,443,295.

2) Increase the budgets for a number of projects. Increases are proposed for the following projects:

- a) Increase the budget for Traffic Signals by \$750,000;
- b) Increase the budget for the Arterial Improvement Program (bottlenecks) by \$1,050,430;
- c) Increase the budget for the Downtown Improvements project by \$350,000;
- d) Increase the budget for the Gattis School Road project by \$3,024,195; and
- e) Increase the budget for Kenney Fort Boulevard Segment 4 project by \$250,680.

This amendment to the TCIP budget results in a net reduction of \$17,136,629.
Staff recommends approval.

RESOLUTION NO. R-2015-2268

WHEREAS, the Round Rock Transportation and Economic Development Corporation (“RRTEDC”) has previously adopted a Transportation Capital Improvement Plan (“TCIP”), and

WHEREAS, the RRTEDC wishes to amend said TCIP, and

WHEREAS, the bylaws of the RRTEDC require that said amendments to the TCIP be approved by the City Council, and

WHEREAS, the City Council wishes to approve said amendments to the TCIP, Now
Therefore

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

That the amendment to the Transportation Capital Improvement Plan approved by the Round Rock Transportation and Economic Development Corporation, which is attached hereto as Exhibit “A”, is hereby approved.

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

RESOLVED this 26th day of February, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Transportation Capital Improvements Program (TCIP)
Round Rock Transportation and Economic Development Corporation

EXHIBIT

“A”

Project Name	Project Limits	Work Description	Construction Date	Estimated Corporation Funding	Other Funding	Total Cost	TCIP Amendment #34
Kenney Fort Boulevard (Arterial A)	From Joe DiMaggio Boulevard to 1000 feet south of US 79	Preliminary engineering to establish alignment and ROW requirements. P.S.& E. Construction of Railroad overpass.	Summer 2011	\$15,420,098	\$8,000,000	d	\$23,420,098
RM 620	At Union Pacific Railroad	Construct railroad grade separation	Fall 2017	\$5,944,558			\$5,944,558
Traffic Signals	Various locations	Design and construct traffic signals, implement signal timing plans	On-going	\$6,502,334			\$6,502,334
Transportation Consulting		Miscellaneous consulting work in support of transportation programs and planning	On-going	\$846,293			\$846,293
Wyoming Springs Drive	From RM 620 to Brightwater Boulevard	Construct half of a 4-lane divided roadway	Completed	\$3,871,473	\$1,553,565	d	\$5,425,038
South Mays at Gattis School Road	1000 feet in all directions of intersection; schematic from Mays Street to Red Bud Lane	Design intersection improvements including turns lanes, signal improvements and pedestrian accommodations. Develop conceptual schematic for MAD 6 between Mays Street and Red Bud Lane.	TBD	\$32,285			\$32,285
FM 3406	Sam Bass Road to IH 35	Design and construct intersection improvements at various intersections from Sam Bass Road to IH 35.	Spring 2012	\$885,339			\$885,339
FM1460 North to University	Westinghouse Road to University Boulevard	Design a MAD 4 roadway, including plans, specifications and estimates, right-of-way determination and utility coordination, and cost sharing on right-of-way acquisition.	Winter 2012	\$442,439			\$442,439
Chisholm Trail 3	1900 feet north of Wolle Lane to Wolle Lane	Design and construct Chisholm Trail Road as a MAD 4, and build a public road to Special Event Center Property	Spring 2012	\$4,778,767			\$4,778,767
Major Maintenance Program	Various locations	Major maintenance of various arterials throughout the City FY 12-17	Ongoing	\$6,165,490			\$6,165,490
Arterial Improvement Program	Various locations	Design and construct projects which remove bottlenecks in the system.	Ongoing	\$3,002,576			\$3,002,576
Railroad Quiet Zones	UPRR, between CR 172 and St. Williams	Create a Railroad Quiet Zone between CR 172 and St. Williams Street	Summer 2013	\$2,013,567	\$452,270	a	\$2,465,837
IH 35 ramp reversals and frontage roads	Old Settlers Boulevard to US 79	Design and construct new entrance and exit ramps, obliterate old ramps, and add a lane to the frontage roads. Includes pedestrian accommodations and environmental documents.	Summer 2015	\$1,149,478	\$7,000,000	a	\$8,149,478
Creek Bend Boulevard	Creek Bend Circle to Wyoming Springs Drive	Design and construct a MAD 4 roadway with a bridge over Brushy Creek and Hairy Man Road. Includes all right-of-way acquisition, environmental work, etc.	Fall 2014	\$1,616,314	\$5,130,967	c	\$6,747,281
Chisholm Trail Road	FM 3406 to Sam Bass Road	Design and construct a MAD 4 roadway, including relocation of utilities, etc.	Winter 2012	\$5,022,426	\$6,111,605	c	\$11,134,031
Mays Street	Brushy Creek bridge to the UPRR/Lake Creek Bridge	Design and construct sidewalk and pedestrian improvements and add additional pavement to allow a center turn lane within these limits. Work also includes lighting on the UPRR bridge and gateway features at the entrance to downtown	Fall 2013	\$0			\$0
Southwest Downtown	Various location in southwest downtown	Design and construct street and pedestrian improvements on the remaining streets in southwest downtown. Includes San Saba, Liberty, Blair, and Bagdad.	Fall 2013	\$6,838,980			\$6,838,980



Transportation Capital Improvements Program (TCIP)

Round Rock Transportation and Economic Development Corporation

Project Name	Project Limits	Work Description	Construction Date	Estimated Corporation Funding	Other Funding		Total Cost	TCIP Amendment #34
La Frontera Streets Phase 2	Various streets in La Frontera	Design road repairs for pavement failures in La Frontera	TBD	\$231,962			\$231,962	
Arterial Sidewalk Program	Various locations	Design and construct sidewalks on various arterials throughout the City	TBD	\$450,000	\$115,163	h	\$565,163	
Major Bridge Maintenance	Various locations	Major bridge maintenance on arterial bridges throughout the city.	TBD	\$100,000			\$100,000	
University Boulevard	IH-35 frontage road to Sunrise Road	Design and construct a six-lane divided section, with sidewalks and a raised median. To include utility relocation and right-of-way acquisition.	TBD	\$1,950,000	\$5,000,000	d	\$6,950,000	
Seton Parkway, Phase 2	From current end west of Seton Hospital south and east to A. W. Grimes Boulevard	Design and construct half of a 4 lane divided arterial.	TBD	\$475,000			\$475,000	-\$1,525,000
Cypress Boulevard Realignment	At Cypress Boulevard/Eagles Nest and Sunrise Road	Design and construct the realignment of Cypress Boulevard with Eagles Nest	TBD	\$2,047,072			\$2,047,072	
Traffic Management Center	City wide	Retain consultant to identify needs and priorities for future traffic management center; provide funding for citywide traffic signal radio network.	Winter 2012	\$99,627			\$99,627	\$12,183
Arterial H	at CR 175	Utility reimbursement for right of way	Fall 2013	\$299,556			\$299,556	
Downtown Infrastructure Improvements	Generally located E. of Mays St., S. of Brushy Creek, W. of Georgetown St. and N. of UPRR	Develop master infrastructure plan for downtown	2014	\$600,238			\$600,238	\$350,000
Gander Mountain Way	Greenlawn Blvd. to Gander Mountain	Design commercial collector roadway	2014	\$0			\$0	
Gattis School Road	Greenlawn Blvd. to Red Bud Lane	Develop conceptual buidout plan for Gattis School Road, and acquire right-of-way and/or easements.	Fall, 2013	\$4,772,472			\$4,772,472	\$3,024,195
Kenney Fort Boulevard right-of-way	Within Round Rock jurisdiction	Purchase right-of-way for arterial within Round Rock jurisdiction	Spring, 2014	\$386,933			\$386,933	\$250,680
Southwest Downtown Phase 5	Round Rock Avenue, Main Street and Mays Street between Brushy Creek and UPRR	Design and construct street and pedestrian improvements on Round Rock Avenue, Main Street and Mays Street.	Spring, 2014	\$1,898,549			\$1,898,549	-\$12,443,295
				Total Current Projects	\$77,843,826	\$33,363,570	\$111,207,396	-\$17,232,946
				Total Completed Projects	\$143,906,399	\$285,774,277	\$429,680,676	\$96,317
				Total TCIP Projects	\$221,750,225	\$319,137,847	\$540,888,072	-\$17,136,629

Legend	
a = State/Federal Fund	e- City Utility Fund
b = Private	f- American Recovery and Reinvestment Act
c - GO & CO Transportation	g- General Self Financed Construction
d = Williamson County	h - Developer contribution

TCIP Amendment #34
Updated 02-26-2015



City of Round Rock

Agenda Item Summary

Agenda Number: H.8

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with HDR Engineering, Inc. for the Downtown Improvements Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/26/2015

Dept Director: Gary Hudder, Transportation Director

Cost: \$342,172.00

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

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2015-2267

The work to be performed by HDR Engineering, Inc. for this phase of the project consists of the preparation of an Infrastructure Master Plan to identify all infrastructure improvements required for the Downtown Improvements Project. The City of Round Rock has identified a project to improve the infrastructure in the central downtown area, the project limits of which include the area of downtown Round Rock bounded by Mays Street on the west, Brushy Creek on the north, Georgetown Street on the east, and the Union Pacific Railroad (UPRR) on the south.

On June 12, 2014, an engineering services contract for \$250,000.00 with HDR Engineering Inc. was approved by the City Council. Services covered in this contract were for the preparation of an Infrastructure Master Plan to identify all infrastructure improvements required for the Downtown Improvements Project.

Supplemental Agreement No. 1 consists of completing the Master Plan phase services for the central downtown area. Included in the supplemental will be Utility Coordination, Urban Design and Streetscape, Traffic Analysis, Parking plan, Water and Wastewater plan and Drainage plan. Also included will be Public Outreach, Implementation & Phasing and Project Management.

Services for this supplemental will be performed at a cost of \$342,172.00. The total cost of professional services with HDR Engineering Inc. will be \$592,172.00.

Cost: \$342,172.00

Source of Funds: Type B Corporation

Staff recommends approval.

RESOLUTION NO. R-2015-2267

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with HDR Engineering, Inc. for the Downtown Improvements Project, and

WHEREAS, HDR Engineering, Inc. has submitted Supplemental Contract No. 1 to the Contract to modify the provisions for the scope of services, and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 1 with HDR Engineering, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 1 to the Contract with HDR Engineering, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 26th day of February, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

**EXHIBIT
"A"**

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

**SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT FOR ENGINEERING SERVICES**

FIRM: HDR ENGINEERING, INC. ("Engineer")
ADDRESS: 810 Hesters Crossing, Suite 120, Round Rock, TX 78681
PROJECT: Downtown Improvements

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and HDR Engineering, Inc., hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 12th day of June, 2014 for the Downtown Improvements Project in the amount of \$250,000.00; 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 \$92,172.00 to a total of \$342,172.00;

NOW THEREFORE, premises considered, the City and the Engineer agree that said Contract is amended as follows:

I.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum To Exhibit B.

II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$92,172.00 the lump sum amount payable under the Contract for a total of \$342,172.00, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

HDR ENGINEERING, INC.

By: _____

Date

CITY OF ROUND ROCK

By: _____
Alan McGraw, Mayor

Date

APPROVED AS TO FORM:

Stephan L. Sheets, City Attorney

EXHIBIT B

Task Order 02 amends the original scope to include the following:

I. REVIEW OF EXISTING DATA AND DATA COLLECTION

NO CHANGES

II. UTILITY COORDINATION (Assume 8 utility companies)

- D. Perform utility coordination and liaison activities, including: proper notifications to utility owners, conduct utility coordination meetings, disseminate Master Plan improvement development schematics to all utility owners and obtain planned utility infrastructure upgrades that may be considered for installation during Master Plan improvement construction. A maximum of one (1) additional formal utility coordination meetings with affected utility owners is anticipated.
- E. Additional hours have been added to: Create a Utility Layout showing all existing utilities, Master Plan improvements and background image to assist in the coordination with the utility companies and easily identify potential conflicts.
- F. Identify potential utility conflicts between the existing utilities and proposed Master Plan improvements and take reasonable efforts to avoid or minimize the extent of relocations necessary to construct the improvements.
- G. Develop a Utility Conflict Matrix that lists all potential utility conflicts and that calculates clearance and depth of cover.
- H. Create a Conceptual Utility Layout: Engineer and City will identify appropriate locations/assignments for installation of shared use trenches into which new utility facilities will be placed. The proposed utility alignments will be added to the Utility Layout.

III. URBAN DESIGN AND STREETScape

- C. Review streetscape alternatives with city staff and stakeholders.
- D. Select preferred options and develop more refined streetscape solutions, illustrated with sections, plans and 3D renderings. Select palette of materials (i.e., paving, street trees, planters/grates, lighting, furnishings, etc.) and recommended deployment.

IV. TRAFFIC ANALYSIS AND MODELING

Traffic analysis and modeling will be completed to identify improvements to improve traffic operations within the southeast downtown area and stage traffic control during construction.

- G. Utilizing available traffic projection information and counts collected as part of the study, develop existing (2014) and forecasted build (2034) traffic volume forecasts for all intersections in the study area. Review traffic forecasts with the CITY to

obtain feedback and approval.

- H. Using existing geometric and traffic volume information described herein develop AM and PM peak hour SYNCHRO models to reflect transportation network configurations for existing (2014) traffic conditions.
- I. Using the existing traffic model as the base, develop AM and PM peak hour SYNCHRO models for forecasted traffic conditions. Two (2) scenarios shall be modeled as listed below for design year (2034) traffic volume conditions:
 - 1. Forecasted No build condition (Year 2034)
 - 2. Forecasted Build condition (Year 2034) (this model will incorporate all roadway changes proposed as part of the downtown improvement project and any other improvements to mitigate adverse traffic impacts)

It should be noted that realignment of McNeil Road under Mays Street will be modeled under forecasted build condition.
- J. Summarize results of the analysis in a technical memorandum. The measure of effectiveness will include intersection delay and level of service.
- K. Attend meetings with CITY staff to review study results and recommendations. A total of four (4) meetings have been assumed for budget purposes for the duration of the project.

V. PARKING PLAN

NO CHANGES

VI. DRAINAGE PLAN

- A. Development of a dynamic existing conditions model and evaluation of existing infrastructure will be conducted to determine the existing drainage conditions
 - 1. Adjust the ground elevations. Lower the "detailed LiDAR" surface by 0.6 feet to match the project control survey elevations.
 - 2. Adjust the inlet nodes and pipeline links. Whereas the surface had a uniform elevation difference between the project control survey and the previous ground elevations, the as-built drainage infrastructure varied from 0.5 feet to over 3 feet lower than the survey. Each individual node and link in the model will be modified (raise their elevation value). Each new/adjusted entry will be QCed again. An additional group of 37 survey points were requested beyond the original set of survey data points.
 - 3. Prepare a short summary memo for the project files presenting the discovered elevation differences and the final action to finalize the drainage model.
- B. Ultimate conditions model will be developed for the forecasted build out of the Downtown Area working in collaboration with project team, and with input from city staff.
 - 1. Model will be built without hydrologic controls to formulate a baseline of the ultimate need for the storm sewer system.
 - 2. Outfalls to Brushy Creek and Lake Creek for each of the watersheds will be evaluated for the forecasted build out of the project area.
 - 3. Hydrologic Control concepts, for incorporation into the ultimate model, will be developed based on land use, density, and streetscape.

4. The ultimate Model will be broken into “sub regions” in collaboration with the project team and City staff based on expected phasing of the Downtown Improvements. Each sub region will represent independent Storm Sewer system that will be built in an assumed phasing sequence developed in coordination with City staff. Up to 5 sub regions are anticipated in this scope of work.

C. Water Quality

1. Existing and proposed impervious cover for the project area will be developed based on the projected build out and land use to determine the ultimate water quality need.

2. For each “sub region” water quality opportunities will be developed that are compliant with TCEQ for Edward Aquifer Zones. Sizes and locations for the water quality features will be identified and TSS calculations will be prepared for each “sub region” to demonstrate compliance with TCEQ rules.

VII. WATER AND WASTE WATER PLAN

- A. Update existing water and sewer models based on water and wastewater master planning, as necessary, to reflect current land use plans and demands within the downtown project limits. This scope item assumes that the City will provide up-to-date models in current versions of software to HDR, and existing models are in working condition and do not require major modifications to restore functionality. HDR will consult with City utility staff regarding needed model runs and resulting water and wastewater system modifications. HDR will then complete model runs in order to confirm water and wastewater infrastructure needed for ultimate build out of the downtown area as identified in this scope of work. This includes line sizes and general alignments.
- B. Engineer will work with City utility staff to identify water and wastewater assignments for each street in the downtown area to avoid conflicts with franchise utilities and to comply with TCEQ requirements.
- C. Engineer will prepare a phasing plan for implementation of water and wastewater improvements to support phased growth of the downtown area.

VIII. SIGNING AND PAVEMENT MARKINGS

- A. Prepare preliminary signing and pavement marking plans as per City and TMUTCD requirements for roadways within the study area.
- B. Develop unit cost estimates for signing and pavement markings for intersections and roadway segments between intersections.

IX. CONCEPTUAL TRAFFIC CONTROL PLAN

- A. Prepare a conceptual traffic control plan for the CITY’s approval. Traffic Control Plans will be prepared in accordance with the Texas Manual of Uniform Traffic Control Devices (TMUTCD) and applicable standards.

1. Traffic control plan assumes that each major roadway will be constructed in three phases so as to not affect existing business. Two-way traffic will be maintained at all times. Minor Streets will be constructed in two phases and traffic will be limited to one-way operation to provide access to businesses.
- B. Prepare the Sequence of Construction narrative for implementation of traffic control plan.

X. PUBLIC OUTREACH

- D. City Council – Project Team will conduct up to two (2) council briefings on the plan development. The two meetings planned for the city council should be sufficient. The only reason for an additional meeting is that citizen input has caused our approach to change. These meetings may take place in open council or at other council activities such as council retreats as the opportunities arise.

XI. IMPLEMENTATION AND PHASING PLAN DEVELOPMENT

- A. Project Team with coordination with City staff, will develop a prioritized list of up to 5 break-out projects for phased PS&E development. For each project the project team will provide:
 1. Plan of improvements to be incorporated with each project.
 2. Conceptual Traffic Control Plan
 3. Cost Estimates by each project
 4. Master Project Development Schedule

XII. PROJECT MANAGEMENT

Project Management has been extended for completion of project.

Deliverables Required of the ENGINEER

The ENGINEER will be required to provide the following deliverable items:

- A. Project Existing Basemap – The basemap will depict the existing project conditions which will include existing street conditions, utility information, as well as the incorporation of adjacent projects to be constructed by the CITY.
- B. Traffic Analysis Technical Memorandum
- C. Urban Design and Streetscape Plan and Sections for:
 1. Main Street Historic Area
 2. Side Streets in Main Street Area
 3. Primary Streets
 4. Secondary Street
 5. Downtown Residential Streets
- D. Project Utility Improvements Master Plan

- E. Project Street Improvements Master Plan
- F. Conceptual Traffic Control Plan (for each phase)

Date: 1/30/2015
City of Round Rock Texas

Page 1 of 3

Exhibit D

City of Round Rock Transportation Services

Date: 1/30/2015

Project Name: Downtown Improvements Project
Consultant: HDR Engineering, Inc.

		Hours for the Classifications										Total	Task Subtotals	HDR Cost	Subconsultant Cost	Total Cost
		Project Principal	Project Manager	Senior Engineer	Design Engineer	Engineer In Training	Sr. Design Technician	CADD Technician	Steno / Clerical							
A.	Develop Implementation Plan	4	24	40			40				108	108	\$19,448.00	\$45,130.00	\$64,578.00	
TASK XII	Project Management															
A.	Project Coordination		12								12		\$2,772.00	\$12,161.00	\$31,613.00	
B.	Prepare Project correspondence		12						10	22	22		\$3,392.00	\$1,305.00	\$4,697.00	
C.	Perform QA/QC	1	4	16					12	33	33		\$5,162.00	\$1,460.00	\$6,622.00	
D.	Attend Monthly Project Progress meetings with City staff.		32						12	44	44	111	\$8,738.00	\$8,986.00	\$16,722.00	
	TOTALS	23	142	187	277	469	114	299	50	1551	1551		\$211,716.00	\$130,467.00	\$342,172.00	

**Addendum to
Exhibit D**

Project Name: **Downtown Improvements Project**

Consultant: **HDR Engineering, Inc.**

Cost Component, Hours	Total Hours
Project Principal	23
Project Manager	142
Senior Engineer.	187
Design Engineer	277
Engineer-in-Training	469
Sr. Design Technician	114
CADD Technician	299
Clerical/Steno	50
Total Hours	1561

Cost Component, Dollars	Labor Rate	Billing Rate	Totals \$
Project Principal	\$80	\$246	\$5,658.00
Project Manager	\$75	\$231	\$32,802.00
Senior Engineer	\$66	\$203	\$37,961.00
Design Engineer	\$50	\$154	\$42,658.00
Engineer-in-Training	\$34	\$105	\$49,245.00
Sr. Design Technician	\$39	\$120	\$13,680.00
CADD Technician	\$29	\$89	\$26,611.00
Clerical/Steno	\$20	\$62	\$3,100.00
Labor Dollars			\$211,715.00

Cost Component, Direct Expenses	Total
Travel Expenses	\$0
Traffic Counts	\$0
Printing	\$0
Subtotal	\$0.00
TOTAL DIRECT EXPENSES	\$0.00

PROJECT FEE SUMMARY			Total
HDR	Direct Labor Costs		\$68,738.64
HDR	Indirect Costs		\$120,292.61
HDR	Direct Expenses		\$0.00
HDR	Profit @12%	12%	\$22,683.75
SUB	McCann-Adams Studios	Urban Design	\$59,720.00
SUB	Half Associates, Inc.	Drainage Design	\$59,205.00
SUB	Vining Associates, Inc.	Public Outreach	\$3,900.00
SUB	Inland Geodetics	Survey	\$7,632.00
TOTAL FEE			\$342,172.00



City of Round Rock

Agenda Item Summary

Agenda Number: H.9

Title: Consider a resolution authorizing the Mayor to execute a Contract with Capital Excavation Company for the Creek Bend Boulevard Extension Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/26/2015

Dept Director: Gary Hudder

Cost: \$8,089,168.50

Indexes: 2014 Transportation Certificates of Obligation

Attachments: Resolution, Letter of Recommendation, Bid Tab

Department: Transportation Department

Text of Legislative File 2015-2252

The Creek Bend Boulevard Extension will extend the existing four-lane divided roadway from Creek Bend Circle across Brushy Creek and Hairy Man Road to connect with Brightwater Boulevard at Wyoming Springs Drive. The purpose of the proposed project is to improve safety and enhance mobility in the project area. Improvements consist of grading, asphalt pavement, drainage, utilities, water quality, traffic signalization, signing, pavement markings, illumination, raised medians, landscaping, sidewalks and bicycle accommodations. A bridge will also be constructed over Brushy Creek and Hairy Man Road. In addition to new construction, the project includes corridor enhancements along existing Creek Bend Boulevard south of Sam Bass Road. Landscaping and irrigation will be added to the medians, street lighting will be extended to Sam Bass Road, and the existing fences along the right of way from Creek Bend Circle to Sam Bass Road will be replaced with "rock-look" precast concrete fence. Creek Bend Boulevard will be milled and overlaid from Pena Cove to Sam Bass Road with only minor utility adjustments expected. Right-of-way acquisition for this project is complete.

This project will provide north-south connection over Brushy Creek, thus increasing connectivity and reducing the reliance on IH 35 for north-south movements on the west side of Round Rock. Completion of this project will also alleviate some of the traffic on Sam Bass Road and RM 620 and will make construction of future projects on these two east-west routes more feasible by providing an alternate route.

The bid opening was held at 2:00 p.m. on Tuesday, February 10, 2015. Three (3) sealed

bids were received and publicly read aloud as follows:

Capital Excavation Company	\$8,089,168.50
Smith Contracting Co., Inc.	\$8,797,515.67
Chasco Constructors	\$8,868,036.38

Capital Excavation Company is the low bidder with a base bid of \$8,089,168.50. No alternates were included with this project. City staff recommends awarding the contract for the construction of this project to Capital Excavation Company in the amount of \$8,089,168.50.

Cost: \$8,089,168.50

Source of Funds: 2014 Transportation Certificates of Obligation

Staff recommends approval.

RESOLUTION NO. R-2015-2252

WHEREAS, the City of Round Rock has duly advertised for bids for the Creek Bend Boulevard Extension Project; and

WHEREAS, Capital Excavation Company has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Capital Excavation Company, Now
Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Capital Excavation Company for the Creek Bend Boulevard Extension Project.

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

RESOLVED this 26th day of February, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Atkins North America, Inc.
6504 Bridge Point Parkway, Suite 200
Austin, Texas 78730

Telephone: +1.512.327.6840
Fax: +1.512.327.2453

www.atkinsglobal.com/northamerica

February 11, 2015

Ms. Leah Collier, PE
Senior Engineer
City of Round Rock – Transportation Department
2008 Enterprise Drive
Round Rock, Texas 78664

Dear Ms. Collier,

Bids for the Creek Bend Boulevard Extension project were due at your office (2008 Enterprise Drive) by 2:00 pm on February 10, 2015. At that time we had received 3 bids for the project. The bids were opened and each bid package was checked for acknowledgement of addenda 1 and 2, inclusion of the Statement of Bidder's Safety Experience, and inclusion of a Bid Bond. All three submittals contained these items. Each total bid was read aloud and the results were as follows:

1. Capital Excavation Company: \$8,089,168.50
2. Smith Contracting Co, Inc.: \$8,797,151.67
3. Chasco Constructors: \$8,868,036.38

Each bidder's calculations were checked for accuracy (see attached Bid Comparison). There were minor discrepancies in some dollar descriptions. For example, one written unit price for concrete block retaining wall was listed as "Four hundred dollars and zero cents" however, "\$40.00" was written in the numerical unit price column. Based on the total amount that was calculated, and the unit price of the engineers estimate, the correct unit price (\$40.00) was used. None of the discrepancies identified would result in any change to the ranking of the bids.

Based on a review of the bids we have identified Capital Excavation Company as the low bidder and in compliance with the bidding requirements set forth by the City of Round Rock. As a result, we recommend that the City move forward with award of the project to Capital Excavation Company.

Sincerely,

Steven R. Lindsey, P.E.
Atkins


2/11/2015



CREEK BEND BLVD EXTENSION
SAM BASS RD TO WYOMING SPRINGS BLVD

			ENGINEERS ESTIMATE	
DESCRIPTION	UNIT	QTY	UNIT PRICE	COST
101-01 PREPARING ROW	STA	40.0	\$ 2,696.36	\$ 107,854.43
104-01 REMOVING P.C. CONCRETE SLAB	SF	693.0	\$ 0.74	\$ 511.55
104-02 REMOVE P.C. CONCRETE SIDEWALKS & DRIVEWAYS	SF	8461.0	\$ 1.62	\$ 13,725.01
104-03 REMOVE P.C. CONCRETE CURB	LF	1886.0	\$ 5.37	\$ 10,119.50
105-2014 REMOVING STAB BASE & ASPH PAV (7"-12")	SY	2684.0	\$ 3.89	\$ 10,435.61
110-01 STREET EXCAVATION	CY	18205.0	\$ 8.71	\$ 158,567.92
110-2003 EXCAVATION (SPECIAL)	CY	530.0	\$ 44.35	\$ 23,503.58
132-02 EMBANKMENT (SUBGRADE)	CY	5091.0	\$ 9.03	\$ 45,976.21
132-01 EMBANKMENT (NON-SUB GRADE FILL)	CY	18193.0	\$ 7.97	\$ 145,013.49
160-2003 FURNISHING AND PLACING TOPSOIL (4")	SY	3721.0	\$ 0.84	\$ 3,140.41
164-2035 DRILL SEEDING (PERM) (RURAL) (CLAY)	SY	16004.0	\$ 0.18	\$ 2,941.54
164-2041 DRILL SEEDING (TEMP) (WARM)	SY	16004.0	\$ 0.12	\$ 1,934.24
168-2001 VEGETATIVE WATERING	MG	481.0	\$ 18.55	\$ 8,921.02
210-01 FLEXIBLE BASE	CY	7637.0	\$ 64.66	\$ 493,813.23
306-01 PRIME COAT	GAL	3717.0	\$ 5.19	\$ 19,278.18
315-01 PLAN & TEXT ASPH CONC PAV (0" TO 2")	SY	6608.0	\$ 1.62	\$ 10,709.45
400-2003 STRUCT EXCAV (PIPE)	CY	3820.0	\$ 8.61	\$ 32,895.43
401-2001 FLOWABLE BACKFILL	CY	300.0	\$ 116.68	\$ 35,003.52
509-01 TRENCH EXCAVATION PROTECTION	LF	5552.0	\$ 2.33	\$ 12,908.90
416-2004 DRILL SHAFT (36 IN)	LF	1210.0	\$ 136.80	\$ 165,526.87
416-2007 DRILL SHAFT (54 IN)	LF	72.0	\$ 275.00	\$ 19,800.00
416-2029 DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	180.0	\$ 184.40	\$ 33,191.13
420-2001 CL A CONC (MISC)	CY	100.0	\$ 247.11	\$ 24,711.00
420-2003 CL C CONC (ABUT)	CY	100.0	\$ 681.58	\$ 68,157.79
420-2004 CL C CONC (BENT)	CY	165.1	\$ 734.80	\$ 121,314.90
420-2006 CL C CONC (RAIL FOUNDATION)	CY	32.0	\$ 457.64	\$ 14,644.41
420-2017 CL C CONC (BENT)(MASS PLACEMENT)	CY	182.4	\$ 690.00	\$ 125,856.00
420-2033 CL S CONC (APPR SLAB)	CY	315.1	\$ 402.60	\$ 126,860.12
420-2034 CL S CONC (BRIDGE SDWLK)	CY	235.1	\$ 479.13	\$ 112,642.56
420-2049 CL S CONC (BRIDGE MEDIAN)	CY	119.0	\$ 531.15	\$ 63,206.56
420-2051 CL C CONC (COLUMN)	CY	75.4	\$ 960.14	\$ 72,394.69
422-2001 REINF CONC SLAB	SF	41032.0	\$ 13.97	\$ 573,164.11
423-2001 RETAINING WALL (MSE)	SF	12012.0	\$ 33.39	\$ 401,071.30
423-2006 RETAINING WALL (CONC BLOCK)	SF	108.0	\$ 28.00	\$ 3,024.48
425-2068 PRESTR CONC GIRDER (TX54)	LF	4676.9	\$ 126.49	\$ 591,575.70
434S-01 5 INCH P.C. CONCRETE MEDIANS AND ISLANDS	SF	318.0	\$ 5.22	\$ 1,658.80

Capital Excavation		Smith Contracting		CHASCO	
UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
\$2,200.00	\$88,000.00	\$2,000.00	\$80,000.00	\$7,500.00	\$300,000.00
\$6.00	\$4,158.00	\$5.00	\$3,465.00	\$5.00	\$3,465.00
\$2.00	\$16,922.00	\$3.00	\$25,383.00	\$1.00	\$8,461.00
\$8.00	\$15,088.00	\$3.00	\$5,658.00	\$6.00	\$11,316.00
\$7.00	\$18,788.00	\$4.00	\$10,736.00	\$8.00	\$21,472.00
\$20.00	\$364,100.00	\$13.00	\$236,665.00	\$22.00	\$400,510.00
\$30.00	\$15,900.00	\$20.00	\$10,600.00	\$30.00	\$15,900.00
\$30.00	\$152,730.00	\$60.00	\$305,460.00	\$29.00	\$147,639.00
\$6.00	\$109,158.00	\$24.00	\$436,632.00	\$15.64	\$284,538.52
\$3.00	\$11,163.00	\$1.50	\$5,581.50	\$2.40	\$8,930.40
\$0.20	\$3,200.80	\$0.30	\$4,801.20	\$0.27	\$4,321.08
\$0.20	\$3,200.80	\$0.30	\$4,801.20	\$0.24	\$3,840.96
\$5.00	\$2,405.00	\$17.00	\$8,177.00	\$16.00	\$7,696.00
\$35.00	\$267,295.00	\$40.00	\$305,480.00	\$35.00	\$267,295.00
\$4.50	\$16,726.50	\$5.00	\$18,585.00	\$4.30	\$15,983.10
\$3.00	\$19,824.00	\$3.30	\$21,806.40	\$3.00	\$19,824.00
\$1.00	\$3,820.00	\$17.00	\$64,940.00	\$3.00	\$11,460.00
\$140.00	\$42,000.00	\$105.00	\$31,500.00	\$120.00	\$36,000.00
\$2.00	\$11,104.00	\$1.00	\$5,552.00	\$4.00	\$22,208.00
\$170.00	\$205,700.00	\$163.00	\$197,230.00	\$215.00	\$260,150.00
\$300.00	\$21,600.00	\$283.00	\$20,376.00	\$450.00	\$32,400.00
\$300.00	\$54,000.00	\$278.00	\$50,040.00	\$260.00	\$46,800.00
\$700.00	\$70,000.00	\$400.00	\$40,000.00	\$550.00	\$55,000.00
\$800.00	\$80,000.00	\$900.00	\$90,000.00	\$650.00	\$65,000.00
\$800.00	\$132,080.00	\$900.00	\$148,590.00	\$740.00	\$122,174.00
\$500.00	\$16,000.00	\$425.00	\$13,600.00	\$570.00	\$18,240.00
\$800.00	\$145,920.00	\$350.00	\$63,840.00	\$1,270.00	\$231,648.00
\$500.00	\$157,550.00	\$450.00	\$141,795.00	\$310.00	\$97,681.00
\$430.00	\$101,093.00	\$450.00	\$105,795.00	\$300.00	\$70,530.00
\$430.00	\$51,170.00	\$500.00	\$59,500.00	\$450.00	\$53,550.00
\$750.00	\$56,550.00	\$970.00	\$73,138.00	\$770.00	\$58,058.00
\$15.00	\$615,480.00	\$15.00	\$615,480.00	\$14.00	\$574,448.00
\$50.00	\$600,599.27	\$47.00	\$564,563.31	\$60.00	\$720,719.12
\$40.00	\$4,320.00	\$35.00	\$3,780.00	\$33.00	\$3,564.00
\$150.00	\$701,532.00	\$153.00	\$715,562.64	\$150.00	\$701,532.00
\$60.00	\$19,080.00	\$7.00	\$2,226.00	\$4.50	\$1,431.00



CREEK BEND BLVD EXTENSION
SAM BASS RD TO WYOMING SPRINGS BLVD

			ENGINEERS ESTIMATE	
DESCRIPTION	UNIT	QTY	UNIT PRICE	COST
591-01 RIPRAP (STONE PROTECTION) (12 IN) D50=8"	CY	2.3	\$ 131.02	\$ 301.34
591-02 RIPRAP (STONE PROTECTION) (24 IN) D50=12"	CY	148.0	\$ 137.56	\$ 20,359.31
432-2039 RIPRAP (MOW STRIP)(4 IN)	CY	6.8	\$ 403.97	\$ 2,747.00
450-2166 RAIL (TY C223)	LF	1450.0	\$ 117.49	\$ 170,361.31
454-2001 SEALED EXPANSION JOINT (4 IN)(SEJ-A)	LF	305.0	\$ 95.33	\$ 29,076.82
510-01 RC PIPE (CL III) (18 IN)	LF	1363.0	\$ 48.41	\$ 65,988.72
510-02 RC PIPE (CLIII) (24 IN)	LF	560.0	\$ 61.75	\$ 34,579.73
510-03 RC PIPE (CLIII) (30 IN)	LF	932.0	\$ 78.66	\$ 73,308.25
510-05 RC PIPE (CL III) (42 IN)	LF	291.0	\$ 123.76	\$ 36,014.32
506S-3 MANH (COMPL)	EA	16.0	\$ 5,000.00	\$ 80,000.00
506S-4 MANH (COMPL) (10 FT DIA)	EA	1.0	\$ 5,000.00	\$ 5,000.00
SP 506-A SPECIAL MANH (SP506-A) (COMPL)	EA	1.0	\$ 5,000.00	\$ 5,000.00
508S-3 INLET (COMPL) (10')	EA	20.0	\$ 5,796.73	\$ 115,934.65
508-01 HEADWALL (CH-PW-0) (DIA=30 IN)	EA	1.0	\$ 3,718.63	\$ 3,718.63
466-2130 HEADWALL (CH-PW-0)(DIA= 42 IN)	EA	1.0	\$ 5,514.82	\$ 5,514.82
496-2005 REMOV STR (WINGWALL)	EA	1.0	\$ 1,590.42	\$ 1,590.42
496-2006 REMOV STR (HEADWALL)	EA	1.0	\$ 1,568.77	\$ 1,568.77
496-2007 REMOV STR (PIPE)	LF	65.0	\$ 14.17	\$ 921.25
430-01 P.C. CONCRETE CURB AND GUTTER (EXCAVATION)	LF	8207.0	\$ 14.37	\$ 117,931.06
433-01 P.C. CONCRETE DRIVEWAY	SF	6311.0	\$ 7.15	\$ 45,130.92
530-2011 DRIVEWAYS (ACP)	SY	311.0	\$ 35.24	\$ 10,958.15
531-2005 CURB RAMPS (TY 1)	EA	16.0	\$ 1,237.17	\$ 19,794.66
531-2006 CURB RAMPS (TY 2)	EA	4.0	\$ 1,524.36	\$ 6,097.43
432S-01 NEW P.C. CONCRETE SIDEWALKS, 5" THICKNESS	SF	34279.0	\$ 4.54	\$ 155,611.62
531-2041 CURB RAMPS (TY 10)	EA	7.0	\$ 179.93	\$ 1,259.50
704-01 MTL BM GD FN TRANS (THRIE) (RND TIM POST)	EA	1.0	\$ 1,224.00	\$ 1,224.00
704-02 MTL W - BEAM GD FEN (CRT POST) (SHRT RAD)	LF	62.5	\$ 31.97	\$ 1,997.97
704-03 GUARDRAIL END TREATMENT (INSTALL)	EA	1.0	\$ 246.16	\$ 246.16
550-2001 CHAIN LINK FENCE (INSTALL) (6')	LF	300.0	\$ 16.14	\$ 4,842.90
550-2003 CHAIN LINK FENCE (REMOVE)	LF	300.0	\$ 3.83	\$ 1,149.21
213-525 ONCOR RD IL AM 40' POLE ANCHOR BASE	EA	30.0	\$ 3,000.00	\$ 90,000.00
618-2018 CONDT (PVC) (SCHD 40) (2")	LF	4038.0	\$ 7.88	\$ 31,809.91
618-2019 CONDT (PVC) (SCHD 40) (2") (BORE)	LF	335.0	\$ 21.17	\$ 7,091.98
618-2024 CONDT (PVC) (SCHD 40) (4")	LF	917.0	\$ 16.45	\$ 15,080.45
618-2026 CONDT (PVC) (SCHD 40) (6")	LF	513.0	\$ 14.00	\$ 7,182.00
618-2034 CONDT (PVC) (SCHD 80) (2")	LF	520.0	\$ 21.07	\$ 10,956.82

Capital Excavation		Smith Contracting		CHASCO	
UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
\$400.00	\$920.00	\$270.00	\$621.00	\$150.00	\$345.00
\$200.00	\$29,600.00	\$300.00	\$44,400.00	\$140.00	\$20,720.00
\$500.00	\$3,400.00	\$600.00	\$4,080.00	\$440.00	\$2,992.00
\$100.00	\$145,000.00	\$140.00	\$203,000.00	\$94.00	\$136,300.00
\$100.00	\$30,500.00	\$95.00	\$28,975.00	\$76.00	\$23,180.00
\$70.00	\$95,410.00	\$65.00	\$88,595.00	\$90.00	\$122,670.00
\$80.00	\$44,800.00	\$80.00	\$44,800.00	\$130.00	\$72,800.00
\$100.00	\$93,200.00	\$95.00	\$88,540.00	\$135.00	\$125,820.00
\$170.00	\$49,470.00	\$155.00	\$45,105.00	\$200.00	\$58,200.00
\$3,000.00	\$48,000.00	\$5,000.00	\$80,000.00	\$4,000.00	\$64,000.00
\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00	\$30,000.00	\$30,000.00
\$8,000.00	\$8,000.00	\$20,000.00	\$20,000.00	\$46,000.00	\$46,000.00
\$6,000.00	\$120,000.00	\$4,500.00	\$90,000.00	\$5,000.00	\$100,000.00
\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$3,800.00	\$3,800.00
\$4,000.00	\$4,000.00	\$9,000.00	\$9,000.00	\$5,800.00	\$5,800.00
\$5,000.00	\$5,000.00	\$1,400.00	\$1,400.00	\$900.00	\$900.00
\$5,000.00	\$5,000.00	\$1,300.00	\$1,300.00	\$1,100.00	\$1,100.00
\$20.00	\$1,300.00	\$13.00	\$845.00	\$30.00	\$1,950.00
\$12.00	\$98,484.00	\$15.00	\$123,105.00	\$12.00	\$98,484.00
\$9.00	\$56,799.00	\$9.00	\$56,799.00	\$5.70	\$35,972.70
\$40.00	\$12,440.00	\$35.00	\$10,885.00	\$42.00	\$13,062.00
\$1,000.00	\$16,000.00	\$1,700.00	\$27,200.00	\$750.00	\$12,000.00
\$1,400.00	\$5,600.00	\$1,300.00	\$5,200.00	\$850.00	\$3,400.00
\$4.00	\$137,116.00	\$5.00	\$171,395.00	\$3.60	\$123,404.40
\$3,000.00	\$21,000.00	\$1,500.00	\$10,500.00	\$950.00	\$6,650.00
\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
\$30.00	\$1,875.00	\$35.00	\$2,187.50	\$26.00	\$1,625.00
\$2,000.00	\$2,000.00	\$2,600.00	\$2,600.00	\$2,000.00	\$2,000.00
\$3.00	\$900.00	\$16.00	\$4,800.00	\$14.50	\$4,350.00
\$3.00	\$900.00	\$3.00	\$900.00	\$2.20	\$660.00
\$1,700.00	\$51,000.00	\$1,667.00	\$50,010.00	\$1,600.00	\$48,000.00
\$15.00	\$60,570.00	\$14.40	\$58,147.20	\$14.00	\$56,532.00
\$50.00	\$16,750.00	\$52.00	\$17,420.00	\$50.00	\$16,750.00
\$25.00	\$22,925.00	\$15.00	\$13,755.00	\$16.00	\$14,672.00
\$25.00	\$12,825.00	\$20.00	\$10,260.00	\$18.00	\$9,234.00
\$20.00	\$10,400.00	\$21.10	\$10,972.00	\$20.00	\$10,400.00



CREEK BEND BLVD EXTENSION
SAM BASS RD TO WYOMING SPRINGS BLVD

			ENGINEERS ESTIMATE	
DESCRIPTION	UNIT	QTY	UNIT PRICE	COST
618-2038 CONDT (PVC) (SCHD 80) (3")	LF	100.0	\$ 24.77	\$ 2,477.42
618-2040 CONDT (PVC) (SCHD 80) (4")	LF	40.0	\$ 11.53	\$ 461.36
620-2009 ELEC CONDR (NO. 6) BARE	LF	193.0	\$ 1.18	\$ 226.94
620-2010 ELEC CONDR (NO. 6) INSULATED	LF	386.0	\$ 1.41	\$ 545.79
620-2011 ELEC CONDR (NO. 8) BARE	LF	2142.0	\$ 1.00	\$ 2,137.57
620-2012 ELEC CONDR (NO. 8) INSULATED	LF	4942.0	\$ 1.00	\$ 4,937.40
624-2008 GROUND BOX TY A (122311) W/APRON	EA	1.0	\$ 727.20	\$ 727.20
624-2006 GROUND BOX TY 3 W/APRON	EA	5.0	\$ 1,100.00	\$ 5,500.00
624-2014 GROUND BOX TY D (162922) W/APRON	EA	2.0	\$ 844.02	\$ 1,688.04
213-120 ONCOR GROUND BOX 12"x12"x12"	EA	32.0	\$ 755.57	\$ 24,178.24
628-2013 ELC SRV TY A 240/480 060 (NS)AL(E)PS(U	EA	3.0	\$ 3,796.64	\$ 11,389.92
628-2113 ELC SRV TY D 120/240 100 (NS)AL(E)PS(U	EA	1.0	\$ 4,650.00	\$ 4,650.00
636-2001 ALUMINUM SIGNS (TY A)	SF	5.0	\$ 41.60	\$ 207.99
644-2001 IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	10.0	\$ 348.98	\$ 3,489.80
644-2004 IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	2.0	\$ 446.95	\$ 893.89
644-2056 RELOCATE SM RD SN SUP & AM TY 10BWG	EA	2.0	\$ 331.55	\$ 663.10
644-2060 REMOVE SM RD SN SUP & AM	EA	3.0	\$ 69.38	\$ 208.15
861-01 REFL PAV MRK TY I (W) 4" (BRK)(100MIL)	LF	1890.0	\$ 0.36	\$ 672.37
861-02 REFL PAV MRK TY I (W) 8" (DOT)(100MIL)	LF	28.0	\$ 0.95	\$ 26.65
861-03 REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	1048.0	\$ 0.77	\$ 810.15
861-04 REFL PAV MRK TY I (W) 12"(SLD)(100MIL)	LF	1329.0	\$ 2.57	\$ 3,414.63
861-05 REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	246.0	\$ 5.95	\$ 1,464.51
861-06 REFL PAV MRK TY I (Y) 8" (SLD) (100 MIL)	LF	251.0	\$ 1.05	\$ 263.69
871-01 REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	7.0	\$ 96.73	\$ 677.12
871-02 REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	7.0	\$ 126.26	\$ 883.81
860-06 REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	702.0	\$ 0.33	\$ 228.54
860-03 REF PAV MRK TY II (W) 4" (BRK)	LF	1890.0	\$ 0.18	\$ 343.70
860-04 REF PAV MRK TY II (W) 8" (DOT)	LF	28.0	\$ 0.68	\$ 18.93
860-05 REF PAV MRK TY II (W) 8" (SLD)	LF	651.0	\$ 0.43	\$ 281.51
860-07 REF PAV MRK TY II (W) 12" (SLD)	LF	1329.0	\$ 1.30	\$ 1,726.25
860-08 REF PAV MRK TY II (Y) 8" (SLD)	LF	251.0	\$ 0.52	\$ 130.77
860-01 REF PAV MRK TY II (W) 24" (SLD)	LF	246.0	\$ 2.44	\$ 599.73
871-03 REF PAV MRK TY II (W) (ARROW)	EA	7.0	\$ 48.66	\$ 340.65
871-04 REF PAV MRK TY II (W) (WORD)	EA	7.0	\$ 55.79	\$ 390.51
860-02 REF PAV MRK TY II (Y) 4" (SLD)	LF	702.0	\$ 0.14	\$ 99.28
873-01 REFL PAV MRKR TY II-C-R	EA	145.0	\$ 3.38	\$ 489.44

Capital Excavation		Smith Contracting		CHASCO	
UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
\$34.00	\$3,400.00	\$33.33	\$3,333.00	\$31.00	\$3,100.00
\$40.00	\$1,600.00	\$38.00	\$1,520.00	\$36.00	\$1,440.00
\$3.00	\$579.00	\$2.22	\$428.46	\$2.10	\$405.30
\$4.00	\$1,544.00	\$3.33	\$1,285.38	\$3.20	\$1,235.20
\$1.00	\$2,142.00	\$1.00	\$2,142.00	\$1.00	\$2,142.00
\$1.00	\$4,942.00	\$1.06	\$5,238.52	\$1.00	\$4,942.00
\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$950.00	\$950.00
\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$1,900.00	\$9,500.00
\$1,500.00	\$3,000.00	\$1,444.00	\$2,888.00	\$1,350.00	\$2,700.00
\$1,000.00	\$32,000.00	\$1,000.00	\$32,000.00	\$1,000.00	\$32,000.00
\$6,000.00	\$18,000.00	\$5,778.00	\$17,334.00	\$5,400.00	\$16,200.00
\$6,000.00	\$6,000.00	\$5,556.00	\$5,556.00	\$5,200.00	\$5,200.00
\$40.00	\$200.00	\$50.00	\$250.00	\$36.00	\$180.00
\$400.00	\$4,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
\$500.00	\$1,000.00	\$600.00	\$1,200.00	\$550.00	\$1,100.00
\$400.00	\$800.00	\$400.00	\$800.00	\$500.00	\$1,000.00
\$100.00	\$300.00	\$250.00	\$750.00	\$70.00	\$210.00
\$1.00	\$1,890.00	\$1.33	\$2,513.70	\$1.30	\$2,457.00
\$2.00	\$56.00	\$2.80	\$78.40	\$2.60	\$72.80
\$1.00	\$1,048.00	\$2.61	\$2,735.28	\$2.50	\$2,620.00
\$3.00	\$3,987.00	\$4.40	\$5,847.60	\$4.00	\$5,316.00
\$6.00	\$1,476.00	\$8.30	\$2,041.80	\$8.00	\$1,968.00
\$1.00	\$251.00	\$3.30	\$828.30	\$3.00	\$753.00
\$90.00	\$630.00	\$150.00	\$1,050.00	\$140.00	\$980.00
\$120.00	\$840.00	\$167.00	\$1,169.00	\$160.00	\$1,120.00
\$1.00	\$702.00	\$1.30	\$912.60	\$1.20	\$842.40
\$0.30	\$567.00	\$0.94	\$1,776.60	\$0.90	\$1,701.00
\$7.00	\$196.00	\$2.22	\$62.16	\$2.20	\$61.60
\$1.00	\$651.00	\$2.72	\$1,770.72	\$2.60	\$1,692.60
\$2.00	\$2,658.00	\$1.94	\$2,578.26	\$1.80	\$2,392.20
\$1.00	\$251.00	\$1.50	\$376.50	\$1.40	\$351.40
\$4.00	\$984.00	\$2.80	\$688.80	\$2.70	\$664.20
\$50.00	\$350.00	\$67.00	\$469.00	\$65.00	\$455.00
\$90.00	\$630.00	\$78.00	\$546.00	\$75.00	\$525.00
\$0.30	\$210.60	\$0.94	\$659.88	\$0.90	\$631.80
\$7.00	\$1,015.00	\$8.00	\$1,160.00	\$7.50	\$1,087.50



CREEK BEND BLVD EXTENSION
SAM BASS RD TO WYOMING SPRINGS BLVD

			ENGINEERS ESTIMATE	
DESCRIPTION	UNIT	QTY	UNIT PRICE	COST
874-01 ELIM EXT PAV MRK & MRKS (4")	LF	363.0	\$ 0.57	\$ 205.52
874-02 ELIM EXT PAV MRK & MRKS (8")	LF	660.0	\$ 0.94	\$ 621.11
874-03 ELIM EXT PAV MRK & MRKS (12")	LF	680.0	\$ 3.01	\$ 2,043.98
874-04 ELIM EXT PAV MRK & MRKS (ARROW)	EA	3.0	\$ 74.93	\$ 224.78
874-05 ELIM EXT PAV MRK & MRKS (WORD)	EA	2.0	\$ 57.92	\$ 115.85
680-2002 INSTALL HWY TRF SIG (ISOLATED)	EA	1.0	\$ 17,186.27	\$ 17,186.27
682-2001 BACK PLATE (12 IN) (3 SEC)	EA	6.0	\$ 54.64	\$ 327.84
682-2002 BACK PLATE (12 IN) (4 SEC)	EA	1.0	\$ 63.47	\$ 63.47
682-2003 BACK PLATE (12 IN) (5 SEC)	EA	1.0	\$ 78.90	\$ 78.90
682-2022 VEH SIG SEC (12 IN) LED (GRN ARW)	EA	2.0	\$ 213.77	\$ 427.54
682-2023 VEH SIG SEC (12 IN) LED (GRN)	EA	7.0	\$ 213.50	\$ 1,494.47
682-2024 VEH SIG SEC (12 IN) LED (YEL ARW)	EA	3.0	\$ 217.25	\$ 651.74
682-2025 VEH SIG SEC (12 IN) LED (YEL)	EA	7.0	\$ 213.54	\$ 1,494.78
682-2026 VEH SIG SEC (12 IN) LED (RED ARW)	EA	1.0	\$ 209.06	\$ 209.06
682-2027 VEH SIG SEC (12 IN) LED (RED)	EA	7.0	\$ 212.82	\$ 1,489.77
682-2066 LED COUNTDOWN PD SIGNAL MOD W/HOUSING	EA	8.0	\$ 520.56	\$ 4,164.49
684-2008 TRF SIG CBL (TY A) (12 AWG) (3 CONDR)	LF	1557.0	\$ 2.07	\$ 3,228.92
684-2030 TRF SIG CBL (TY A) (14 AWG) (4 CONDR)	LF	1290.0	\$ 0.96	\$ 1,240.10
684-2033 TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	LF	2506.0	\$ 1.85	\$ 4,647.70
684-2046 TRF SIG CBL (TY A) (14 AWG) (20 CONDR)	LF	2627.0	\$ 3.00	\$ 7,877.01
684-2082 TRF SIG CBL (TY C) (18 AWG) (2 CONDR)	LF	2423.0	\$ 1.00	\$ 2,423.00
686-2049 INS TRF SIG PL AM(S) 1 ARM (48') LUM	EA	1.0	\$ 7,834.20	\$ 7,834.20
686-2050 INS TRF SIG PL AM(S) 1 ARM(48')LUM&ILSN	EA	3.0	\$ 8,800.00	\$ 26,400.00
687-2001 PED POLE ASSEMBLY	EA	4.0	\$ 1,552.57	\$ 6,210.26
1122-2002 ROCK FILTER DAMS (INSTALL) (TY 2)	LF	50.0	\$ 19.81	\$ 990.40
1122-2009 ROCK FILTER DAMS (REMOVE)	LF	50.0	\$ 6.19	\$ 309.27
1122-2016 CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	220.0	\$ 10.87	\$ 2,392.11
1122-2019 CONSTRUCTION EXITS (REMOVE)	SY	220.0	\$ 5.05	\$ 1,111.33
1122-2048 BIOGRD EROSN CONT LOGS (12" DIA)INSTAL	LF	4572.0	\$ 4.00	\$ 18,288.00
340-01 HOT MIX ASPHALTIC CONCRETE PAVEMENT, TYPE C	TON	5156.0	\$ 72.03	\$ 371,365.44
6041-2007 ILSN (LED)(10 S)	EA	1.0	\$ 2,173.20	\$ 2,173.20
ILSN (LED)(10 D)	EA	2.0	\$ 2,300.00	\$ 4,600.00
6266-2001 VIVDS PROCESSOR SYSTEM	EA	1.0	\$ 7,577.83	\$ 7,577.83
6266-2002 VIVDS CAMERA ASSEMBLY	EA	3.0	\$ 1,452.71	\$ 4,358.12
6266-2003 VIVDS SET-UP SYSTEM	EA	1.0	\$ 507.50	\$ 507.50
6266-2004 VIVDS CENTRAL CONTROL	EA	1.0	\$ 2,266.67	\$ 2,266.67

Capital Excavation		Smith Contracting		CHASCO	
UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
\$1.00	\$363.00	\$2.00	\$726.00	\$2.00	\$726.00
\$2.00	\$1,320.00	\$3.40	\$2,244.00	\$3.20	\$2,112.00
\$3.00	\$2,040.00	\$4.83	\$3,284.40	\$4.50	\$3,060.00
\$80.00	\$240.00	\$100.00	\$300.00	\$95.00	\$285.00
\$130.00	\$260.00	\$139.00	\$278.00	\$130.00	\$260.00
\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$18,500.00	\$18,500.00
\$80.00	\$480.00	\$78.00	\$468.00	\$73.00	\$438.00
\$90.00	\$90.00	\$89.00	\$89.00	\$85.00	\$85.00
\$100.00	\$100.00	\$101.00	\$101.00	\$100.00	\$100.00
\$230.00	\$460.00	\$230.00	\$460.00	\$220.00	\$440.00
\$230.00	\$1,610.00	\$224.40	\$1,570.80	\$220.00	\$1,540.00
\$230.00	\$690.00	\$230.00	\$690.00	\$220.00	\$660.00
\$230.00	\$1,610.00	\$224.00	\$1,568.00	\$220.00	\$1,540.00
\$230.00	\$230.00	\$230.00	\$230.00	\$220.00	\$220.00
\$400.00	\$2,800.00	\$413.00	\$2,891.00	\$400.00	\$2,800.00
\$800.00	\$6,400.00	\$761.00	\$6,088.00	\$700.00	\$5,600.00
\$2.00	\$3,114.00	\$1.44	\$2,242.08	\$1.40	\$2,179.80
\$2.00	\$2,580.00	\$1.56	\$2,012.40	\$1.50	\$1,935.00
\$2.00	\$5,012.00	\$2.11	\$5,287.66	\$2.00	\$5,012.00
\$6.00	\$15,762.00	\$5.56	\$14,606.12	\$5.30	\$13,923.10
\$2.00	\$4,846.00	\$2.20	\$5,330.60	\$2.10	\$5,088.30
\$14,000.00	\$14,000.00	\$13,333.00	\$13,333.00	\$12,500.00	\$12,500.00
\$15,000.00	\$45,000.00	\$14,444.00	\$43,332.00	\$13,500.00	\$40,500.00
\$3,000.00	\$12,000.00	\$3,333.00	\$13,332.00	\$3,200.00	\$12,800.00
\$20.00	\$1,000.00	\$25.00	\$1,250.00	\$18.00	\$900.00
\$9.00	\$450.00	\$12.00	\$600.00	\$5.30	\$265.00
\$10.00	\$2,200.00	\$11.00	\$2,420.00	\$20.00	\$4,400.00
\$8.00	\$1,760.00	\$7.00	\$1,540.00	\$6.30	\$1,386.00
\$4.00	\$18,288.00	\$12.00	\$54,864.00	\$4.20	\$19,202.40
\$80.00	\$412,480.00	\$87.00	\$448,572.00	\$80.00	\$412,480.00
\$4,000.00	\$4,000.00	\$3,556.00	\$3,556.00	\$3,300.00	\$3,300.00
\$4,000.00	\$8,000.00	\$3,667.00	\$7,334.00	\$3,500.00	\$7,000.00
\$6,000.00	\$6,000.00	\$6,333.00	\$6,333.00	\$6,000.00	\$6,000.00
\$2,000.00	\$6,000.00	\$1,778.00	\$5,334.00	\$1,700.00	\$5,100.00
\$600.00	\$600.00	\$611.00	\$611.00	\$600.00	\$600.00
\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$3,800.00	\$3,800.00



CREEK BEND BLVD EXTENSION
SAM BASS RD TO WYOMING SPRINGS BLVD

			ENGINEERS ESTIMATE	
DESCRIPTION	UNIT	QTY	UNIT PRICE	COST
6266-2005 VIVDS COMMUNICATION CABLE (COAXIAL)	LF	1322.0	\$ 2.24	\$ 2,956.31
8116-2001 ETHERNET CABLE CAT5	LF	229.0	\$ 3.00	\$ 687.00
8835-2001 ACCESSIBLE PEDESTRIAN SIGNAL UNITS	EA	8.0	\$ 1,048.39	\$ 8,387.13
EC-01 CURB INLET PROTECTION	EA	20.0	\$ 35.00	\$ 700.00
8000-01 STORMTROOPER UNIT	EA	3.0	\$ 75,000.00	\$ 225,000.00
8000-02 CONTROL MANHOLE	EA	3.0	\$ 15,000.00	\$ 45,000.00
510-06 PIPE, 30" DIA., CLASS 250 DUCTILE IRON, (ALL DEPTHS) INCLUDING EXCAVATION AND BACKFILL	LF	241.0	\$ 400.00	\$ 96,400.00
510-07 PIPE, 16" DIA., CLASS 250 DUCTILE IRON, (ALL DEPTHS) INCLUDING EXCAVATION AND BACKFILL	LF	343.0	\$ 175.00	\$ 60,025.00
510-08 PIPE, 12" DIA., PVC DR 14 C900, (ALL DEPTHS) INCLUDING EXCAVATION AND BACKFILL	LF	1704.0	\$ 100.00	\$ 170,400.00
510-09 PIPE, 12" DIA., CLASS 350 DUCTILE IRON, (ALL DEPTHS) INCLUDING EXCAVATION AND BACKFILL	LF	808.0	\$ 250.00	\$ 202,000.00
510-10 PIPE, 10" DIA., CLASS 350 DUCTILE IRON, (ALL DEPTHS) INCLUDING EXCAVATION AND BACKFILL	LF	75.0	\$ 125.00	\$ 9,375.00
505-01 42" STEEL ENCASEMENT PIPE	LF	79.0	\$ 650.00	\$ 51,350.00
505-02 20" STEEL ENCASEMENT PIPE	LF	73.0	\$ 500.00	\$ 36,500.00
510-11 WET CONNECTIONS, 30" Dia. X 30" Dia.	EA	2.0	\$ 9,000.00	\$ 18,000.00
510-12 WET CONNECTIONS, 24" Dia. X 16" Dia.	EA	1.0	\$ 8,000.00	\$ 8,000.00
510-13 WET CONNECTIONS, 8" Dia. X 8" Dia.	EA	1.0	\$ 2,000.00	\$ 2,000.00
510-14 12" DOUBLE END EXPANSION JOINT	EA	1.0	\$ 5,000.00	\$ 5,000.00
510-15 30" COUPLING	EA	2.0	\$ 500.00	\$ 1,000.00
510-16 24" COUPLING	EA	1.0	\$ 400.00	\$ 400.00
510-17 16" COUPLING	EA	1.0	\$ 300.00	\$ 300.00
510-18 12" COUPLING	EA	1.0	\$ 250.00	\$ 250.00
510-19 8" COUPLING	EA	1.0	\$ 200.00	\$ 200.00
510-21 DUCTILE IRON FITTINGS (ALL SIZES)	TON	10.5	\$ 10,000.00	\$ 105,300.00
510-22 PIPE MAINTENANCE/REMOVAL VAULT	EA	1.0	\$ 90,000.00	\$ 90,000.00
511-01 VALVES, RESILIENT WEDGE GATE VALVE, 24" DIAMETER	EA	1.0	\$ 18,000.00	\$ 18,000.00
511-02 VALVES, RESILIENT WEDGE GATE VALVE, 16" DIAMETER	EA	2.0	\$ 12,000.00	\$ 24,000.00
511-03 VALVES, RESILIENT WEDGE GATE VALVE, 12" DIAMETER	EA	2.0	\$ 2,500.00	\$ 5,000.00
511-04 VALVES, RESILIENT WEDGE GATE VALVE, 10" DIAMETER	EA	2.0	\$ 2,250.00	\$ 4,500.00
511-05 VALVES, RESILIENT WEDGE GATE VALVE, 8" DIAMETER	EA	2.0	\$ 2,000.00	\$ 4,000.00
511-06 VALVES, PRESSURE REDUCING VALVE, 10" DIAMETER	EA	1.0	\$ 70,000.00	\$ 70,000.00
511-08 FIRE HYDRANT	EA	4.0	\$ 5,500.00	\$ 22,000.00

Capital Excavation		Smith Contracting		CHASCO	
UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
\$5.00	\$6,610.00	\$4.44	\$5,869.68	\$4.30	\$5,684.60
\$6.00	\$1,374.00	\$5.56	\$1,273.24	\$5.30	\$1,213.70
\$1,400.00	\$11,200.00	\$1,389.00	\$11,112.00	\$1,300.00	\$10,400.00
\$80.00	\$1,600.00	\$90.00	\$1,800.00	\$76.00	\$1,520.00
\$60,000.00	\$180,000.00	\$75,000.00	\$225,000.00	\$76,000.00	\$228,000.00
\$25,000.00	\$75,000.00	\$2,000.00	\$6,000.00	\$10,000.00	\$30,000.00
\$400.00	\$96,400.00	\$260.00	\$62,660.00	\$320.00	\$77,120.00
\$140.00	\$48,020.00	\$160.00	\$54,880.00	\$210.00	\$72,030.00
\$60.00	\$102,240.00	\$95.00	\$161,880.00	\$95.00	\$161,880.00
\$120.00	\$96,960.00	\$300.00	\$242,400.00	\$110.00	\$88,880.00
\$130.00	\$9,750.00	\$130.00	\$9,750.00	\$180.00	\$13,500.00
\$240.00	\$18,960.00	\$300.00	\$23,700.00	\$350.00	\$27,650.00
\$90.00	\$6,570.00	\$90.00	\$6,570.00	\$135.00	\$9,855.00
\$7,000.00	\$14,000.00	\$5,000.00	\$10,000.00	\$7,500.00	\$15,000.00
\$6,000.00	\$6,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00
\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$8,600.00	\$8,600.00
\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$8,400.00	\$16,800.00
\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$4,200.00	\$4,200.00
\$900.00	\$900.00	\$4,200.00	\$4,200.00	\$5,200.00	\$5,200.00
\$600.00	\$600.00	\$3,000.00	\$3,000.00	\$3,100.00	\$3,100.00
\$400.00	\$400.00	\$500.00	\$500.00	\$900.00	\$900.00
\$1.00	\$10.53	\$15,000.00	\$157,950.00	\$13,000.00	\$136,890.00
\$13,000.00	\$13,000.00	\$30,000.00	\$30,000.00	\$45,000.00	\$45,000.00
\$24,000.00	\$24,000.00	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00
\$8,000.00	\$16,000.00	\$11,000.00	\$22,000.00	\$8,000.00	\$16,000.00
\$3,000.00	\$6,000.00	\$6,000.00	\$12,000.00	\$2,800.00	\$5,600.00
\$3,000.00	\$6,000.00	\$6,000.00	\$12,000.00	\$3,200.00	\$6,400.00
\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00
\$90,000.00	\$90,000.00	\$63,000.00	\$63,000.00	\$80,000.00	\$80,000.00
\$5,000.00	\$20,000.00	\$4,900.00	\$19,600.00	\$5,000.00	\$20,000.00



CREEK BEND BLVD EXTENSION
SAM BASS RD TO WYOMING SPRINGS BLVD

			ENGINEERS ESTIMATE	
DESCRIPTION	UNIT	QTY	UNIT PRICE	COST
511-09 AUTOMATIC COMBINATION AIR/VACUUM RELEASE VALVE ASSEMBLY, 2" DIAMETER	EA	1.0	\$ 3,000.00	\$ 3,000.00
FB-01 INSTALL FERN BLUFF METER	EA	1.0	\$ 60,000.00	\$ 60,000.00
FB-02 INSTALL FERN BLUFF BACKFLOW PREVENTER	EA	1.0	\$ 47,000.00	\$ 47,000.00
506-02 MINOR MANHOLE HEIGHT ADJUSTMENT, 48-INCH DIA., COMPLETE IN PLACE	EA	1.0	\$ 1,000.00	\$ 1,000.00
506-03 REMOVAL AND REPLACE EXISTING MANHOLE, 48-IN DIA, COMPLETE IN PLACE	EA	1.0	\$ 17,500.00	\$ 17,500.00
510-23 DISINFECTING/ FLUSHING, AND TESTING	LS	1.0	\$ 5,000.00	\$ 5,000.00
511-10 MANUAL AIR RELEASE VALVE ASSEMBLY	EA	3.0	\$ 2,500.00	\$ 7,500.00
510-20 8" AC TO DI ADAPTOR, INCLUDING INSTALLATION	EA	2.0	\$ 5,000.00	\$ 10,000.00
511-07 REMOVAL OF EXISTING FIRE HYDRANT ASSEMBLY	EA	2.0	\$ 1,600.00	\$ 3,200.00
511-12 REMOVE EXISTING 8" WATER VALVE AND BOX	EA	1.0	\$ 600.00	\$ 600.00
510-24 RELOCATE 8" AC WATERLINE	LF	100.0	\$ 80.00	\$ 8,000.00
510-25 CRITICAL LOCATES, ALL DEPTHS	EA	2.0	\$ 900.00	\$ 1,800.00
510-26 CONNECT EXISTING WATER METER TO PROPOSED LINE	EA	1.0	\$ 600.00	\$ 600.00
510-27 REPLACE/ RELOCATE EXISTING WATER METER PER DRAWING DETAILS	EA	6.0	\$ 1,700.00	\$ 10,200.00
ENCOM COMMPAK BROADBAND 2.4/5.8 GHZ RADIO	EA	1.0	\$ 2,750.00	\$ 2,750.00
ANTENNA COMPATIBLE WITH SPECIFIED RADIO	EA	1.0	\$ 300.00	\$ 300.00
OPTICOM DETECTOR - GTT MODEL 722	EA	2.0	\$ 1,000.00	\$ 2,000.00
OPTICOM PHASE SELECTOR - GTT MODEL 754	EA	1.0	\$ 3,550.00	\$ 3,550.00
OPTICOM CARD RACK - GTT MODEL 760	EA	1.0	\$ 350.00	\$ 350.00
OPTICOM CABLE - GTT MODEL 138	LF	866.0	\$ 2.00	\$ 1,732.00
DUAL BAND (2.4/5.8) WIRELESS ETHERNET RADIO	EA	1.0	\$ 2,600.00	\$ 2,600.00
HARDENED ETHERNET SWITCH	EA	1.0	\$ 2,770.00	\$ 2,770.00
BATTERY BACK-UP SYSTEM (TO BE FURNISHED BY THE CONTRACTOR AND INSTALLED BY THE CITY)	EA	1.0	\$ 12,200.00	\$ 12,200.00
7000-01 PRECAST CONCRETE FENCE, COMPLETE	LF	2195.0	\$ 75.00	\$ 164,625.00
502-2001 BARRICADES, SIGNS & TRAFFIC HANDLING	MO	15.0	\$ 3,500.00	\$ 52,500.00
6834-2002 PORTABLE CHANGEABLE MESSAGE SIGN	EA	3.0	\$ 10,000.00	\$ 30,000.00
500-2001 MOBILIZATION	LS	1.0	\$ 750,000.00	\$ 750,000.00
LANDSCAPING	LS	1.00	\$ 300,000.00	\$ 300,000.00
TOTAL				\$ 8,207,756.83

Capital Excavation		Smith Contracting		CHASCO	
UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$3,100.00	\$3,100.00
\$95,000.00	\$95,000.00	\$32,000.00	\$32,000.00	\$67,000.00	\$67,000.00
\$40,000.00	\$40,000.00	\$18,000.00	\$18,000.00	\$29,000.00	\$29,000.00
\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
\$12,000.00	\$12,000.00	\$22,500.00	\$22,500.00	\$20,000.00	\$20,000.00
\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00
\$800.00	\$2,400.00	\$2,000.00	\$6,000.00	\$1,600.00	\$4,800.00
\$2,000.00	\$4,000.00	\$3,000.00	\$6,000.00	\$1,000.00	\$2,000.00
\$700.00	\$1,400.00	\$2,000.00	\$4,000.00	\$1,100.00	\$2,200.00
\$2,000.00	\$2,000.00	\$900.00	\$900.00	\$650.00	\$650.00
\$150.00	\$15,000.00	\$200.00	\$20,000.00	\$170.00	\$17,000.00
\$1,000.00	\$2,000.00	\$5,000.00	\$10,000.00	\$1,900.00	\$3,800.00
\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00
\$2,000.00	\$12,000.00	\$1,700.00	\$10,200.00	\$2,700.00	\$16,200.00
\$2,500.00	\$2,500.00	\$2,444.00	\$2,444.00	\$2,300.00	\$2,300.00
\$300.00	\$300.00	\$306.00	\$306.00	\$300.00	\$300.00
\$1,400.00	\$2,800.00	\$1,333.00	\$2,666.00	\$1,300.00	\$2,600.00
\$5,000.00	\$5,000.00	\$4,778.00	\$4,778.00	\$4,500.00	\$4,500.00
\$400.00	\$400.00	\$378.00	\$378.00	\$350.00	\$350.00
\$3.00	\$2,598.00	\$3.33	\$2,883.78	\$3.20	\$2,771.20
\$3,000.00	\$3,000.00	\$2,578.00	\$2,578.00	\$2,400.00	\$2,400.00
\$2,000.00	\$2,000.00	\$1,967.00	\$1,967.00	\$1,800.00	\$1,800.00
\$2,000.00	\$2,000.00	\$1,667.00	\$1,667.00	\$1,600.00	\$1,600.00
\$70.00	\$153,650.00	\$73.00	\$160,235.00	\$70.00	\$153,650.00
\$3,000.00	\$45,000.00	\$1,400.00	\$21,000.00	\$1,100.00	\$16,500.00
\$6,000.00	\$18,000.00	\$2,000.00	\$6,000.00	\$13,000.00	\$39,000.00
\$320,000.00	\$320,000.00	\$300,000.00	\$300,000.00	\$340,000.00	\$340,000.00
\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
	\$8,089,168.50		\$8,797,151.67		\$8,868,036.38



City of Round Rock

Agenda Item Summary

Agenda Number: H.10

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 2 with Rodriguez Transportation Group, Inc. for the Seton Parkway Phase 2 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/26/2015

Dept Director: Gary Hudder, Transportation Director

Cost: \$30,933.04

Indexes: 2014 Transportation Certificates of Obligation

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2015-2253

The additional services to be performed by the Engineer include providing additional surveying, additional effort due to desire change in initial project approach such as utility plan sheet revisions including design of the (PRV) pressure release valve, additional duration of project, and construction phase services for the waterline construction. These services come at a cost of \$30,933.04.

Cost: \$30,933.04

Source of Funds: 2014 Transportation Certificates of Obligation

Staff recommends approval.

RESOLUTION NO. R-2015-2253

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with Rodriguez Transportation Group, Inc. for the Seton Parkway Phase 2 Project, and

WHEREAS, Rodriguez Transportation Group, Inc. has submitted Supplemental Contract No. 2 to the Contract to modify the provisions for the scope of services, and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 2 with Rodriguez Transportation Group, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 2 to the Contract with Rodriguez Transportation Group, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 26th day of February, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

SUPPLEMENTAL CONTRACT NO. 2
TO CONTRACT FOR ENGINEERING SERVICES

FIRM: RODRIGUEZ TRANSPORTATION GROUP, INC. ("Engineer")
ADDRESS: 11211 Taylor Draper Lane, Suite 100, Austin, TX 78759
PROJECT: Seton Parkway Phase 2

This Supplemental Contract No. 2 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Rodriguez Transportation Group, Inc., hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 28th day of February, 2013 for the Seton Parkway Phase 2 Project in the amount of \$299,619.81; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 1 on July 24, 2014 to amend the scope of services and to increase the compensation by \$70,327.12 to a total of \$369,946.93; 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 \$30,933.04 to a total of \$400,879.97;

NOW THEREFORE, premises considered, the City and the Engineer agree that said Contract is amended as follows:

I.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum To Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum To Exhibit C.

II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$30,933.04 the lump sum amount payable under the Contract for a total of \$400,879.97, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

RODRIGUEZ TRANSPORTATION GROUP, INC.

By: _____

Date

CITY OF ROUND ROCK

By: _____
Alan McGraw, Mayor

Date

APPROVED AS TO FORM:

Stephan L. Sheets, City Attorney

ADDENDUM TO EXHIBIT B

Engineering Services

The additional Scope of Work to be performed by the Engineer under this Supplemental Contract is described as follows:

- Provide additional surveys, to be provided as requested on an “on-call basis” for up to three (3) trips to the project site.
- Finalizing the plan set in preparation for bid opening required additional unanticipated effort. Items that required additional effort may be summarized as follows: 1) Utility plan sheet revisions, resulting from a desired change in the initial project approach; 2) Finalizing the project manual and bid forms.
- Provide for additional effort required to address project drawings provided to the Engineer by the Contractor.
- Project duration has been extended by 9 additional months

FUNCTION CODE 130 (ROW DATA)

FUNCTION CODE 150 (FIELD SURVEY)

Additional survey services are to be provided as requested on an “on-call” basis for up to three (3) trips to the project site.

Topographic Surveys:

1. Recover and/or establish primary control monuments for this project. The values will be relative to NAD 83 Texas State Plane Coordinates, Central Zone 4203 (scaled to surface values). Vertical Datum will be GPS Orthometric heights and projected through the length of the project.
2. Collect spot elevations within the project area including, but not limited to improvements, drainage features, trees 8” and up, visible utilities, natural ground, grade breaks and environmental features. Wastewater manholes will be inverted for flowline information providing access is achievable.
3. Process the collected data into a detailed topographic survey and DTM (1 foot contour interval) of the depicted areas.
4. Deliverables will include a Microstation 2D and 3D file with break-lines, TIN files, a DTM file processed to 1.0 foot contours will be provided and the associated spot point data in ASCII format.

FUNCTION CODE 163 (MISCELLANEOUS ROADWAY PLANS)

Water:

1. Utility Design Plans – The Engineer will prepare and update the utility plan sheet to accommodate a pressure release valve (PRV). The addition of the PRV required the re-alignment of the utility.

Project Manual and Bid Forms

1. The Engineer will coordinate with City staff as needed to assist with the preparation of the Project Manual and Bid Form.

FUNCTION CODE 180 (CONSTRUCTION PHASE SERVICES)

The ENGINEER will provide the following services following the water line construction activities:

1. Prepare one set of reproducible as-built plans based on one (1) record copy of project drawings labeled “Project Record” maintained by the contractor. The contractor will submit the “Project Record” drawings to the ENGINEER at contract closeout.

FUNCTION CODE 190 (PROJECT MANAGEMENT)

The ENGINEER will provide additional project management effort resulting from the project duration being extended by approximately nine (9) months.

ADDENDUM TO EXHIBIT C - WORK SCHEDULE

	2013				2014										
DESCRIPTION	JANUARY thru JUNE	JULY thru DECEMBER	JAN - FEB	MAR - APR	MAY - JUN	JUL - AUG	SEP - OCT	NOV - DEC	JAN - FEB	MAR - APR	MAY - JUN	JUL - AUG	SEP - OCT	NOV - DEC	
PHASE 1															
NOTICE TO PROCEED	■														
INITIAL DATA COLLECTION	■														
DESIGN/ROW SURVEYS		■													
GEOTECHNICAL INVESTIGATIONS		■	■												
ENVIROMENTAL (DATA COLLECTION/SURVEY)				■	■	■	■								
SCHEMATIC DESIGN			■	■	■	■	■	■							
ENVIRONMENTAL (REPORT)					■	■	■	■							
SUBMIT PHASE 1 DELIVERABLES							■								
PHASE 2															
BEGIN 30% DETAIL DESIGN					■	■	■								
INTERNAL 30% QAQC REVIEW							■								
SUBMIT 30% DESIGN								■							
BEGIN 60% DETAIL DESIGN								■	■	■					
INTERNAL 60% QAQC REVIEW									■						
SUBMIT 60% DESIGN										■					
BEGIN 90% DETAIL DESIGN										■	■	■	■		
INTERNAL 90% QAQC REVIEW											■				
SUBMIT 90% DESIGN												■			
WATER LINE DESIGN											■	■	■	■	
ASSEMBLE FINAL PS&E												■	■	■	
ASSEMBLE FINAL BID DOCUMENTS													■	■	
SUBMIT FINAL PS&E AND DOCUMENTS														■	
CONSTRUCTION PHASE SERVICES														■	

Addendum to Exhibit D Fee Schedule

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1: (e.g. surveying)	0	\$0.00	\$10.00	\$3,990.00	\$4,000.00
Task 2: (e.g. environmental investigation and approval)	0	\$0.00	\$0.00	\$0.00	\$0.00
Task 3: (e.g. geotechnical investigation)	0	\$0.00	\$0.00	\$0.00	\$0.00
Task 4: (e.g. public outreach and schematic design)	0	\$0.00	\$0.00	\$0.00	\$0.00
Task 5: (e.g. preliminary design/ 30% plans)	0	\$0.00	\$0.00	\$0.00	\$0.00
Task 6: (e.g. final design/ 60%, 90%, 100% plans)	0	\$0.00	\$0.00	\$0.00	\$0.00
Task 7: (e.g. utility design)	52	\$0.00	\$0.00	\$6,500.00	\$6,500.00
Task 8: (e.g. bid phase services)	16	\$2,045.44	\$0.00	\$0.00	\$2,045.44
Task 9: (e.g. construction phase services)	52	\$5,454.40	\$0.00	\$6,500.00	\$11,954.40
Task 10: (e.g. project management)	36	\$6,433.20	\$0.00	\$0.00	\$6,433.20
GRAND TOTAL:	156	\$13,933.04	\$10.00	\$16,990.00	\$30,933.04

City of Round Rock
Seton Parkway Extension (Phase 2)

Rodriguez Transportation Group, Inc.	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engr. In Training	Sr. Engr. Spec.	Sr. Engr. Tech.	Engr. Tech.	Admin/ Clerical	Total Hours	Total Labor Cost
		\$178.70	\$167.70	\$123.71	\$115.47	\$52.48	\$127.84	\$101.72	\$96.22	\$41.24		
Route and Design Studies; Geotechnical Investigation												
FC - 110 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Environmental Investigation and Approvals												
											0	\$0.00
FC - 130 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	\$0.00
ROW Data and Field Surveys												
											0	\$0.00
FC - 150 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Roadway Design (for PS&E)												
											0	\$0.00
FC - 160 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Hydraulic Design (for PS&E)												
											0	\$ -
FC - 161 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	\$ -
Signing, Markings and Signalization (for PS&E)												
FC - 162 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Miscellaneous (for PS&E)												
Project Manual and Bid Form							16				16	\$2,045.44
FC - 163 Subtotal - Labor	0	0	0	0	0	0	16	0	0	0	16	\$2,045.44
Construction Phase Services												
Development of As-Built Plans		8		16			16					
FC - 163 Subtotal - Labor	0	8	0	16	0	0	16	0	0	0	40	\$5,454.40
Managing Contracted PS&E Services												
Conduct General Administration (Extended Project Duration 9 months)		36									36	\$6,433.20
FC - 164 Subtotal - Labor	0	36	0	0	0	0	0	0	0	0	36	\$6,433.20
TOTAL SHEETS	0											
Total - Labor Hours	0	44	0	16	0	0	32	0	0	0	92	\$13,933.04
Total - Labor Cost		\$7,862.80	\$0.00	\$1,979.36	\$0.00	\$0.00	\$4,090.88	\$0.00	\$0.00	\$0.00		
DIRECT EXPENSES												
Mylar Plots (11"x17")					sheets @	\$3.00 / sheet						\$0.00
Photocopies BW (11"x17")					sheets @	\$0.20 / sheet						\$0.00
Photocopies BW (8.5"x11")					sheets @	\$0.10 / sheet						\$0.00
Photocopies Color (11"x17")					sheets @	\$2.00 / sheet						\$0.00
Photocopies Color (8.5"x11")					sheets @	\$1.00 / sheet						\$0.00
Reproduction of CD/DVD					CD/DVD @	\$5.00 / each						\$0.00
Air Travel					trips with	people @		/ round trip				\$0.00
Rental Vehicle					trips @	/ day						\$0.00
Lodging					nights with	rooms @		/ day				\$0.00
Mileage					miles @	\$5.00 c/ mile						\$0.00
Meals					days for	people @		/ day				\$0.00
Misc. (Parking, Tolls, Etc.)												\$0.00
Overnight Mail - Letter Size					Deliveries @	\$14.00 / each						\$0.00
Overnight Mail - oversize box					Deliveries @	\$50.00 / each						\$0.00
Subtotal - Other Direct Expenses												
												\$0.00
GRAND TOTAL												

EXHIBIT D-2 FEE SCHEDULE
Subprovider: Inland Geodetics, LLC
Estimate of Engineering Services Budget

City of Round Rock
Seton Parkway Extension (Phase 2)[illegible]

EXHIBIT D-2 FEE SCHEDULE
Subprovider: Fugro Consultants, Inc.
Estimate of Engineering Services Budget

City of Round Rock
Seton Parkway Extension (Phase 2)

Fugro Consultants, Inc.	No. of Sheets	Project Manager	Project Engineer	Senior Eng. Technician	Drafting	Word Processing						Total Hours	Total Labor Cost
		\$150.00	\$130.00	\$75.00	\$60.00	\$50.00	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00		
Route and Design Studies; Geotechnical Investigation													
												0	\$0.00
FC - 110 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Environmental Investigation and Approvals													
												0	\$0.00
FC - 130 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
ROW Data and Field Surveys													
												0	\$0.00
FC - 150 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Roadway Design (for PS&E)													
												0	\$0.00
FC - 160 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Hydraulic Design (for PS&E)													
												0	\$0.00
FC - 161 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Signing, Markings and Signalization (for PS&E)													
												0	\$ -
FC - 162 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Miscellaneous (for PS&E)													
												0	\$0.00
FC - 163 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Construction Phase Services													
												0	\$0.00
FC - 163 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Managing Contracted PS&E Services													
												0	\$0.00
FC - 164 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
TOTAL SHEETS	0												
Total - Labor Hours	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Total - Labor Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
DIRECT EXPENSES													
Mylar Plots (11"x17")						sheets @	\$3.00	/sheet					\$0.00
Photocopies BW (11"x17")						sheets @	\$0.20	/sheet					\$0.00
Photocopies BW (8.5"x11")						sheets @	\$0.10	/sheet					\$0.00
Photocopies Color (11"x17")						sheets @	\$2.00	/sheet					\$0.00
Photocopies Color (8.5"x11")						sheets @	\$1.00	/sheet					\$0.00
Reproduction of CD/DVD						CD/DVD @	\$5.00	/each					\$0.00
Air Travel					trips with	people @		/round trip					\$0.00
Rental Vehicle					trips @		/day						\$0.00
Lodging					nights with	rooms @		/day					\$0.00
Mileage					miles @	\$5.00	/mi						\$0.00
Meals					days for	people @		/day					\$0.00
Misc. (Parking, Tolls, Etc.)													\$0.00
Overnight Mail - Letter Size					Deliveries @	\$14.00	/each						\$0.00
Overnight Mail - oversize box					Deliveries @	\$50.00	/each						\$0.00
Mobilization of Drill Rig					0.00 lump sum @	\$600.00	lump sum						\$0.00
Drilling and Sampling (Estimated 80 feet)					0 hrs @	\$170.00	/hrs						\$0.00
Backfill/Plugging Boreholes					0 feet @	\$8.00	/feet						\$0.00
Cleaning/Shearing for Rig Access					0 each @	\$1,800.00	/each						\$0.00
Barricades/Traffic Control					0 each @	\$2,000.00	/each						\$0.00
Moisture Contents					0 test @	\$15.00	/test						\$0.00
Atterberg Limit Determinations					0 test @	\$60.00	/test						\$0.00
Sieve Analysis					0 test @	\$60.00	/test						\$0.00
Unconsolidated-Undrained Triaxial					0 test @	\$60.00	/test						\$0.00
Soluble Sulfate Content					0 test @	\$75.00	/test						\$0.00
Backhoe and Operator Rental					0 day @	\$1,200.00	/day						\$0.00
Subtotal - Other Direct Expenses													
GRAND TOTAL													

Subprovider: K Friese & Associates, Inc.
Estimate of Engineering Services Budget

City of Round Rock
Seton Parkway Extension (Phase 2)

K Friese & Associates, Inc.											No. of Sheets	Project Manager	Project Engineer	Engineer In Training	CADD Technician							Total Hours	Total Labor Cost
												\$190.00	\$110.00	\$90.00	\$85.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Route and Design Studies; Geotechnical Investigation																							
																						0	\$0.00
FC - 110 Subtotal - Labor											0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Environmental Investigation and Approvals																							
																					0	\$0.00	
FC - 130 Subtotal - Labor											0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
ROW Data and Field Surveys																							
																					0	\$0.00	
FC - 150 Subtotal - Labor											0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Roadway Design (for PS&E)																							
																					0	\$0.00	
FC - 160 Subtotal - Labor											0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Hydraulic Design (for PS&E)																							
																					0	\$0.00	
FC - 161 Subtotal - Labor											0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Signing, Markings and Signalization (for PS&E)																							
																					0	\$ -	
FC - 162 Subtotal - Labor											0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Miscellaneous (for PS&E)																							
1. Water Line Revisions for PRV												16	16		20							52	\$6,500.00
																					0	\$0.00	
																					0	\$0.00	
																					0	\$0.00	
FC - 163 Subtotal - Labor											0	16	16	0	20	0	0	0	0	0	0	52	\$6,500.00
Construction Phase Services																							
Water Line Extension Construction Phase Services												16	16		20							52	\$6,500.00
FC - 163 Subtotal - Labor											0	16	16	0	20	0	0	0	0	0	0	52	\$6,500.00
Managing Contracted PS&E Services																							
																					0	\$0.00	
FC - 164 Subtotal - Labor											0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
TOTAL SHEETS											0												
Total - Labor Hours											0	32	32	0	40	0	0	0	0	0	0	104	\$13,000.00
Total - Labor Cost												\$6,080.00	\$3,520.00	\$0.00	\$3,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
DIRECT EXPENSES																							
Mylar Plots (11"x17")															sheets @	\$3.00 / sheet							\$0.00
Photocopies BW (11"x17")															sheets @	\$0.20 / sheet							\$0.00
Photocopies BW (8.5"x11")															sheets @	\$0.10 / sheet							\$0.00
Photocopies Color (11"x17")															sheets @	\$2.00 / sheet							\$0.00
Photocopies Color (8.5"x11")															sheets @	\$1.00 / sheet							\$0.00
Reproduction of CD/DVD															CD/DVD @	\$5.00 / each							\$0.00
Air Travel															trips with	people @							\$0.00
Rental Vehicle															trips @	/ day							\$0.00
Lodging															nights with	rooms @							\$0.00
Mileage															miles @	55.0 c/ mile							\$0.00
Meals															days for	people @							\$0.00
Misc. (Parking, Tolls, Etc.)																							\$0.00
Overnight Mail - Letter Size															Deliveries @	\$14.00 / each							\$0.00
Overnight Mail - oversize box															Deliveries @	\$50.00 / each							\$0.00
Subtotal - Other Direct Expenses																							\$0.00
GRAND TOTAL																							\$13,000.00

EXHIBIT D-2 FEE SCHEDULE
Subprovider: Seiler Lankes Group, LLC
Estimate of Engineering Services Budget

City of Round Rock
Seton Parkway Extension (Phase 2)

Seiler Lankes Group, LLC	No. of Sheets	Project Engineer	Engineer V	Engineering Spec. V	Engineer II	Engineering Spec. II	Engineer In Training II	Engineering Tech. III			Total Hours	Total Labor Cost
		\$116.48	\$107.52	\$98.56	\$35.12	\$50.64	\$71.68	\$71.68	\$0.00	\$0.00		
Route and Design Studies; Geotechnical Investigation												
											0	\$0.00
FC - 110 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Environmental Investigation and Approvals												
											0	\$0.00
FC - 130 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	\$0.00
ROW Data and Field Surveys												
											0	\$0.00
FC - 150 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Roadway Design (for PS&E)												
											0	\$0.00
FC - 160 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Hydraulic Design (for PS&E)												
											0	\$0.00
FC - 161 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	\$ -
Signing, Markings and Signalization (for PS&E)												
											0	\$ -
FC - 162 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Miscellaneous (for PS&E)												
											0	\$0.00
FC - 163 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Construction Phase Services												
											0	\$0.00
FC - 163 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Managing Contracted PS&E Services												
											0	\$0.00
FC - 164 Subtotal - Labor	0	0	0	0	0	0	0	0	0	0	0	\$0.00
TOTAL SHEETS	0											
Total - Labor Hours	0	0	0	0	0	0	0	0	0	0	0	\$0.00
Total - Labor Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
DIRECT EXPENSES												
Mylar Plots (11"x17")						sheets @	\$3.00 / sheet					\$0.00
Photocopies BW (11"x17")						sheets @	\$0.20 / sheet					\$0.00
Photocopies BW (8.5"x11")						sheets @	\$0.10 / sheet					\$0.00
Photocopies Color (11"x17")						sheets @	\$2.00 / sheet					\$0.00
Photocopies Color (8.5"x11")						sheets @	\$1.00 / sheet					\$0.00
Reproduction of CD/DVD						CD/DVD @	\$5.00 / each					\$0.00
Air Travel						trips with	people @		/ round trip			\$0.00
Rental Vehicle						trips @	/ day					\$0.00
Lodging						nights with	rooms @		/ day			\$0.00
Mileage						miles @	\$5.00 / mile					\$0.00
Meals						days for	people @		/ day			\$0.00
Misc. (Parking, Tolls, Etc.)												\$0.00
Overnight Mail - Letter Size						Deliveries @	\$14.00 / each					\$0.00
Overnight Mail - oversize box						Deliveries @	\$50.00 / each					\$0.00
Subtotal - Other Direct Expenses												
GRAND TOTAL												
												\$0.00