



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider approval of the minutes for the July 22, 2015 City Council Retreat, July 23, 2015 Special Called and Regular City Council meetings.

Type: Minutes

Governing Body: City Council

Agenda Date: 8/13/2015

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 072215 Semi Annual Retreat Minutes, 072315 Draft Special Called Minutes, 072315 Draft Minutes

Department: City Clerk's Office

Text of Legislative File 2015-2748

City of Round Rock

Meeting Minutes

City Council

Semi-Annual Retreat

Wednesday, July 22, 2015

CALL SESSION TO ORDER

The City Council met in special session for the semi-annual retreat at the Police Department Training Room located at 2701 N. Mays Street, Round Rock.

Mayor McGraw called the meeting to order at 8:31 a.m.

ROLL CALL

Present: 7- Mayor Alan McGraw
Mayor Pro-Tem George White
Councilmember Craig Morgan
Councilmember Will Peckham
Councilmember Writ Baese
Councilmember Kris Whitfield

Absent: 0-

OPENING REMARKS BY THE CITY MANAGER

City Manager Laurie Hadley opened the retreat with a general overview of the day and turned the session over to Susan Morgan, CFO.

PRESENTATIONS:

D.1 Consider a presentation and discussion regarding the FY 2015-2016 Budget.

Susan Morgan, CFO reviewed the proposed budget with the City Council and answered questions posed by the Council.

D.2 Consider a presentation and update on city bond projects.

The City Manager and department directors presented updates on all the projects related to city bonds recently issued.

ADJOURNMENT

*There being no further business, the meeting adjourned at 2:14 p.m.
Respectfully Submitted,*

*Sara L White
City Clerk*



City of Round Rock

Meeting Minutes - Draft

City Council

Special Called Meeting

Thursday, July 23, 2015

CALL SESSION TO ORDER – 6:00 P.M.

Mayor McGraw called the session to order at 6:02 p.m.

ROLL CALL

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

Absent: 0

PRESENTATIONS:

C1. Consider a presentation regarding the Arts Master Plan.

Scot Wilkinson, Arts Director began the presentation and introduced Kirk Johnson with Corgan who presented their findings regarding a performing arts center in Round Rock.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:01 p.m.

Respectfully Submitted,

*Sara L. White
City Clerk*



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, July 23, 2015

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

The Round Rock City Council met in regular session on Thursday, July 23rd, 2015 in the City Council chambers at 221 E. Main Street. Mayor McGraw called the meeting to order at 7:15 pm.

ROLL CALL

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

Absent: 0

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

Mike Freeman, 1706 Oakridge Drive, spoke to the City Council regarding an arts facility in Round Rock.

Toby Phillips spoke to the City Council regarding bringing an arts facility to Round Rock.

Rick Lindsey, 1710 Zimmerman Ln, spoke to the City Council regarding establishing late hours in the City of Round Rock.

PROCLAMATIONS:

E.1 [2015-2689](#) Consider proclaiming August 2015 as "National Breastfeeding Month" in the City of Round Rock.

Mayor McGraw read the proclamation and presented it to Debbie Vargas, representative of the Williamson County and Cities Health District.

CONSENT AGENDA:

A motion was made by Mayor Pro-Tem White, seconded by Councilmember Morgan 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 Baese
Councilmember Whitfield

Nay: 0

Absent: 0

F.1 [2015-2688](#) Consider approval of the minutes for the July 9, 2015 City Council meeting.

The minutes were approved under the consent agenda.

F.2 [2015-2623](#) Consider a resolution adopting the CDBG 2015-2016 Annual Action Plan.

The resolution was approved under the consent agenda.

ORDINANCES:

G.1 [2015-2628](#) Consider public testimony regarding and an ordinance rezoning 21.18 acres located northeast of the intersection of S. IH 35 and Greenlawn Boulevard from the C-1 (General Commercial) and the C-1a (General Commercial - Limited) zoning districts 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 hearing was closed.

A motion was made by Mayor Pro-Tem White, seconded by Councilmember Whitfield, 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 Baese
Councilmember Whitfield

Nay: 0

Absent: 0

A motion was made by Councilmember Whitfield, 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 Baese
Councilmember Whitfield

Nay: 0

Absent: 0

RESOLUTIONS:

H.1 [2015-2673](#)

Consider a resolution authorizing the Mayor to execute an Agreement for Pass-Through Wastewater Service with Vista Oaks Municipal Utility District and Palmer Investments, LP.

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

A motion was made by Councilmember Peckham, seconded by Councilmember Baese, 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 Baese
Councilmember Whitfield

Nay: 0

Absent: 0

H.2 [2015-2677](#)

Consider a resolution authorizing the Mayor to execute an Agreement for Professional Consulting Services with Halff Associates, Inc. for the Heritage Trail West Project.

Rick Atkins, Parks and Recreation Director made the staff presentation.

A motion was made by Councilmember Baese, 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 Baese
Councilmember Whitfield

Nay: 0

Absent: 0

H.3 [2015-2678](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Hagood Engineering Associates, Inc. for the Lake Creek Trail - Round Rock West Project.

Rick Atkins, Parks and Recreation 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 Baese
Councilmember Whitfield

Nay: 0

Absent: 0

H.4 [2015-2660](#)

Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Page Southerland Page, Inc. for the Southwest Downtown Infrastructure Improvements Phase 5A Project.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Peckham, 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 Baese
Councilmember Whitfield

Nay: 0

Absent: 0

H.5 [2015-2661](#)

Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Cash Construction Co., Inc. for the Southwest Downtown District Infrastructure Improvements Phase 5A Project.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Peckham, 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 Baese
 Councilmember Whitfield

Nay: 0

Absent: 0

H.6 [2015-2676](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Klotz Associates for the 2015 Various Median Improvements Project.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Mayor Pro-Tem White, seconded by Councilmember Morgan, 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 Baese
 Councilmember Whitfield

Nay: 0

Absent: 0

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

EXECUTIVE SESSION

J.1 [2015-2700](#) Consider Executive Session as authorized by §551.087 and §551.072 Government Code, to deliberate the offer of a financial or other incentive to encourage economic development in the City and related to the City's property located at 115 E. Bagdad.

J.2 [2015-2704](#) Consider Executive Session as authorized by §551.071 Government Code related to consultation with the City Attorney regarding pending litigation to wit: Ketchum v. City of Round Rock and Freese & Nichols, Inc., Cause No. 14-0643-C277, 277th District Court, Williamson County, Texas

The Council recessed to executive session. Mayor McGraw called the session to order at 8:00p.m. and adjourned it at 9:10pm.

ACTION RELATIVE TO EXECUTIVE SESSION:

K.1 [2015-2705](#) Consider a resolution authorizing the Mayor to execute a Memorandum of Settlement Agreement related to pending litigation to wit: Ketchum v. City of Round Rock and Freese & Nichols, Inc., Cause No. 14-0643-C277, 277th District Court, Williamson County, Texas

A motion was made by Councilmember Whitfield, seconded by Councilmember Baese, 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 Baese
 Councilmember Whitfield

Nay: 0

Absent: 0

ADJOURNMENT

There being no further business, Mayor McGraw adjourned the meeting at 9:12 pm.



City of Round Rock

Agenda Item Summary

Agenda Number: E.2

Title: Consider a resolution authorizing the Mayor to execute an Interlocal Cooperation Contract with Texas Department of Public Safety for purchase of alcohol and drug testing supplies.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/13/2015

Dept Director: Allen Banks, Police Chief

Cost: \$700.00

Indexes: General Fund

Attachments: Resolution, Exhibit A

Department: Police Department

Text of Legislative File 2015-2690

The City regularly enters into cooperative agreements with the Texas Department of Public Safety (DPS) to allow the Police Department to purchase a variety of items, including alcohol and drug-testing supplies, through the state. The Police Department purchases alcohol blood test kits through for use by police officers in the field through this agreement. DPS requires police departments to use its kits in order to use DPS to process the result of those kits. This agreement does not commit the City to purchase kits; it only allows the City to do so. The Department spends less than \$700 on these kits annually. The proposed contract is a routine item that expires in 2017.

Cost: \$700.00

Source of Funds: General Fund

Staff recommends approval.

RESOLUTION NO. R-2015-2690

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments and agencies of the state to enter into agreements with one another to perform governmental functions and services, and

WHEREAS, the City of Round Rock wishes to enter into an Interlocal Cooperation Contract with the Texas Department of Public Safety for the purchase of alcohol and drug testing supplies, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Interlocal Cooperation Contract with the Texas Department of Public Safety, 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 13th day of August, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**INTERLOCAL COOPERATION CONTRACT
DPS, REPROGRAPHICS & DISTRIBUTION SERVICES
P.O. BOX 15999
AUSTIN, TEXAS 78761-5999**

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS CONTRACT is entered into by and between the Texas Department of Public Safety and the local government agency shown below as the Contract Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Contract Act," Government Code, Chapter 791, and in furtherance of the responsibilities of the Texas Department of Public Safety as provided in Government Code, Chapter 411.

I. CONTRACTING PARTIES

City of Round Rock, Texas on behalf of
The Receiving Agency: Round Rock Police Department

Complete Address: 221 E. Main Street Round Rock, Texas 78664
Street Address City and State Zip Code

The Performing Agency: Texas Department of Public Safety

II. STATEMENT OF SERVICE TO BE PERFORMED:

The Texas Department of Public Safety will provide, in accordance with the procedures set forth in Department rules, certain forms, manuals, gunshot residue kit, and supplies for the Receiving Agency to use in the Breath Testing and Laboratory Alcohol and Drug Testing Program. The purpose and objective of this Contract is to control and establish uniform procedures, paperwork and supplies used in the above mentioned programs.

III. BASIS FOR CALCULATING COSTS:

Cost shall be in accordance with the attached document (revised price sheet).

IV. PAYMENT FOR SUPPLIES:

Receiving Agency shall submit full payment to the Department of Public Safety at the time of order. Payment shall be made from the Receiving Agency's current revenues.

V. TERMS OF CONTRACT:

This Contract shall become effective September 1, 2015 and shall terminate on August 31, 2017.

THE UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performances of this Contract. It is mutually understood that this Contract shall be effective if signed by a person authorized to do so according to the normal operating procedure of said party. If the governing body of a party is required to approve this Contract, it shall not become effective until approved by the governing body of that party. In that event, this Contract shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party, a copy of which shall be attached to this Contract.

RECEIVING AGENCY

City of Round Rock, Texas

Name of Agency

By: _____

Authorized Signature

Title

Date: _____

FOR CITY, ATTEST

By: _____

Sara L. White

City Clerk

PERFORMING AGENCY

TEXAS DEPARTMENT OF PUBLIC SAFETY

Name of Agency

By: _____

Authorized Signature

Title

Date: _____



INTRODUCTION

The Texas Department of Public Safety is stocking certain forms, manuals, gunshot residue kit, and supplies for the Intoxilyzer Breath Testing Program and the Laboratory Alcohol and Drug Testing Program for all Texas cities, counties and state Department of Public Safety operations. This is being done to control uniformity of procedures, consistency of paper work and supplies of the Breath Testing Program and the Laboratory Alcohol and Drug Testing Program thus strengthening our position in court should the need arise. We will also be able to take advantage of volume buying thus passing on the savings to you, the customer. Certain minimum quantities and packaging will be required in order to be as efficient as possible. The prices will differ between DPS and non-DPS users. The non-DPS agencies will be charged a slightly higher price due to all administrative and handling expense and will be required by law to have an Interlocal Cooperation Contract on file with Reprographics & Distribution Services for any supply item such as mouthpieces, alcohol blood tests kits, gunshot residue kit and urine specimen kit. An Interlocal Contract is not required for printed materials. We strongly urge that all purchases be discussed and coordinated with your local Breath Test Program Technical Supervisor and/or DPS Headquarters Laboratory Alcohol and Drug Testing Program personnel. These individuals are familiar with the ordering procedure and should be aware of any price changes. The Technical Supervisor or Laboratory Alcohol and Drug Testing personnel will also be in a position to advise the purchaser of the quantities of supplies that will be needed.

INSTRUCTIONS FOR THE PURCHASE OF
INTOXILYZER BREATH TESTING AND LABORATORY ALCOHOL/DRUG TESTING
SUPPLIES AND GUN SHOT RESIDUE KIT

1. **Submit your request on your department letterhead using the sample on page 5.**

This request must have an authorized signature and the name and phone number of a contact person. Also, furnish exemption number if tax exempt.

Attach pages 3 and 4 to include requested items and total amount due.

This request should be addressed to:

DPS GENERAL STORES
P.O.BOX 15999
AUSTIN, TEXAS 78761-5999

2. Prices will be subject to change on a periodic basis and include shipping and handling.
3. Submit check or money order made out to the **Department of Public Safety, General Stores**, along with your request.
4. Our minimum stock quantities for non DPS agencies of Intoxilyzer Breath Testing and Alcohol/Drug testing supplies and printed materials will be listed on pages 3 and 4.
Minimum quantities must be adhered to.
5. If you have any questions concerning this procedure, please contact:

DPS GENERAL STORES

512-424-5424

512-424-5718

NON DPS AGENCIES PRICE SHEET

AN INTERLOCAL COOPERATION CONTRACT IS NOT REQUIRED TO PURCHASE PRINTED MATERIALS BELOW

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

THESE ITEMS MUST BE PRE-PAID

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MINIMUM QUANTITY</u>	<u>PRICES</u>	<u>TOTAL AMOUNT</u>
_____	DIC 23 PEACE OFFICERS SWORN REPORT (Rev. 9-01)	PAD 50 SETS	\$2.50/PAD	_____
_____	DIC 23A SPECIMEN ROUTING REPORT	PAD 50 SETS	\$2.50/PAD	_____
_____	DIC 24 STATUTORY WARNING	PAD 50 SETS	\$2.50/PAD	_____
_____	DIC 25 NOTICE OF SUSPENSION TEMPORARY DRIVING PERMIT	PAD 50 SETS	\$2.50/PAD	_____
_____	DIC 54 PEACE OFFICER'S SWORN REPORT COMM. MOTOR VEHICLE	PAD 50 SETS	\$2.50/PAD	_____
_____	DIC 55 STATUTORY WARNING COMMERCIAL MOTOR VEHICLE OPERATORS	PAD 50 SETS	\$2.50/PAD	_____
_____	DIC 56 BREATH TEST TECHNICAL SUPERVISOR AFFIDAVIT	PAD 50 SETS	\$2.50/PAD	_____
_____	DIC 57 NOTICE OF DISQUALIFICATION (Rev. 9-01)	PAD 50 SETS	\$2.50/PAD	_____
DIC SPANISH FORMS:				
_____	DIC 24S DWI STATUTORY WARNING	PAD 50 SETS	\$2.50/PAD	_____
_____	DIC 25S NOTICE OF SUSPENSION	PAD 50 SETS	\$2.50/PAD	_____
_____	DIC 57S NOTICE OF DISQUALIFICATION	PAD 50 SETS	\$2.50/PAD	_____
THP FORMS:				
_____	THP 1 OFFENSE REPORT	PAD OF 100 SHEETS	\$2.50/PAD	_____
_____	THP 1A SFST SCORING SHEET	PAD OF 100 SHEETS	\$2.50/PAD	_____

_____	THP 51 STATUTORY AUTHORIZATION MANDATORY BLOOD SPECIMEN	PAD OF 100 SHEETS	\$2.50/PAD	_____
_____	THP 51A AFFIDAVIT OF PERSON WHO WITHDREW BLOOD	PAD OF 100 SHEETS	\$2.50/PAD	_____
_____	THP/BR 38 INTOXILYZER MANUAL	(BINDER, TABS & CONTENTS)	\$8.75/EACH	_____

***MUNICIPALITIES AND COUNTIES MUST HAVE AN INTERLOCAL CONTRACT
ON FILE TO PURCHASE ITEMS BELOW**

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

THESE ITEMS MUST BE PRE-PAID

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MINIMUM QUANTITY</u>	<u>PRICES</u>	<u>TOTAL AMOUNT</u>
_____	* PBT (MOUTHPIECES) (PORTABLE BREATH TESTING TUBE)	1 PKG of 25 EACH	\$4.50/PKG.	_____
_____	* INTOXILYZER MOUTHPIECES	1 PKG of 100 EACH	\$23.00/PKG.	_____
_____	* ALCOHOL BLOOD TEST KIT	1 EACH	\$6.50/EACH	_____
_____	* URINE SPECIMEN TEST KIT	1 EACH	\$4.50/EACH	_____
_____	* SYRINGE TRANSPORT TUBES	1 EACH	\$3.50/EACH	_____
_____	* GUNSHOT RESIDUE KIT	1 EACH	\$8.50/EACH	_____

TOTAL ENCLOSED

(Items from pages 3 & 4)

MAIL ORDERS AND PAYMENTS TO:

GENERAL STORES

P.O. BOX 15999

AUSTIN, TEXAS 78761-5999

512-424-5424

512-424-5718

USING YOUR LETTERHEAD, PRINT THIS PAGE,
ATTACH ORDER SHEETS, AND MAIL TO:
GENERAL STORES
P.O. BOX 15999
AUSTIN, TEXAS 78761-5999

DATE _____

Gentlemen:

Please enter our purchase order for the attached supplies. My check is enclosed.

Sincerely,

Title _____

Tax exempt number _____

Contact person _____ Phone number _____

Physical Address (City, State, Zip)

Email Address



City of Round Rock

Agenda Item Summary

Agenda Number: E.3

Title: Consider a resolution authorizing the City Manager to issue a purchase order to Paradigm Traffic Systems, Inc. for a back-up battery system.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/13/2015

Dept Director: Gary Hudder, Transportation Director

Cost: \$81,600.00

Indexes: General Fund

Attachments: Resolution, Quote

Department: Transportation Department

Text of Legislative File 2015-2743

In 2013 the City began implementation of an traffic signal Battery Backup uninterruptible power supply (UPS) system to include all City of Round Rock Signalized intersections to provide backup power in the event of loss or failure of normal utility power. The system will provide power to operate a Traffic Signal for 3-4 of full color operation and 18-24 hours of operation in Red Flash.

This City currently maintains 81 Traffic Signals including 5 current New Traffic Signal projects.

In 2013, the City maintained 67 intersections and selected a system through RFI 14-012 for a multi-year program. Implementation began Sept 2014 with 26 installations along Palm Valley Blvd, Gattis School Road and Louis Henna Blvd. Implementation continued in In Mar 2015 with 20 installations along University Blvd; Hesters Blvd and Old Settlers.

Currently the City has 5 current Traffic Signal projects with BBU/UPS at Cypress Blvd@ Sunrise, Greenlawn@ Pflugerville Loop, Red Bud@ Pioneer Crossing & Old Settlers and University@ Vizcaya; and 3 Improvement Projects including 3 Signals at University@ IH35 DDI, Mays@ Main & Anderson.

Future TXDOT projects include Palm Valley@ A.W. Grimes and Old Settlers Blvd@ Planation D. and future City Traffic Signal Improvement projects include McNeil@ IH35 & Round Rock West & Palm Valley@ Egger Blvd.

The City will have 5 remaining Traffic Signal BBU/UPS Systems to install which is scheduled in 2016 for Kenney Fort@ Forest Creek & Joe DiMaggio, N Mays @ Texas & Bowman and S Mays@ Logan.

This request is for 17 BBU/UPS systems for Round Rock Ave/RM620, A.W. Grimes, Old Settlers (completion of corridor), Kenney Fort Blvd and McNeil Drive to keep up with the growth of our signals maintained.

Cost: \$81,600.00

Source of Funds: General Fund

Staff recommends approval.

RESOLUTION NO. R-2015-2743

WHEREAS, the City of Round Rock (“City”) desires to purchase a back-up battery system,
and

WHEREAS, the City is a member of the Texas Government Statewide Purchasing
Cooperative (“Buy Board”), and

WHEREAS, Paradigm Traffic Systems, Inc. is an approved vendor of the Buy Board, and

WHEREAS, the City wishes to issue a purchase order to Paradigm Traffic Systems, Inc., Now
Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to Paradigm
Traffic Systems, Inc. for the purchase of a back-up battery system.

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 13th day of August, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

(817) 831-9406 ph
(817) 831-9407 fx

PARADIGM
TRAFFIC SYSTEMS, INC.

PO Box 550
Arlington, Texas 76001

QUOTATION

TO: City of Round Rock
Traffic Signal Supervisor
Bobby Mercer

RFQ: BuyBoard Contract # 432-13
Public Safety, Fire House
Supply & Equipment &
Traffic Signals

attn:

ph: 512-341-3309

email:

1-800-211-5454 fax

DATE 7/20/2015	SLSMN DJ	DELIVERY 30 - 45 Days ARO	FREIGHT PPD & Allowed	SHIP VIA Best Way	F.O.B. Destination	TERMS Net 30	QUOTE # Q18231DJ
ITEM	QTY	DESCRIPTION				UNIT PRICE	TOTAL PRICE
1	17	BUY BOARD LINE ITEM 151 UPS BATTERY BACKUP SYSTEM (ALPHA) C/O 1 each Alpha FXM 2000 - SNMP UPS 1 each Automatic / Mauual Transfer Switch 4 each 220 GXL Battery 1 each Battery Cable Kit 1 each Alpha Guard Battery Management 1 each UPS S6 Cabinet / <u>with generator plug option included</u> 1 each LED Indicator Light 1 each Installation Assistance				\$5,000.00	\$85,000.00
2	17	Customer Discount				(\$200.00)	(\$3,400.00)
						TOTAL	\$81,600.00

Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions please call or send a fax to me.

This quote is valid for 60 days. Thereafter it is subject to change without notice.

OFFERED BY:

Dan Jaynes
Paradigm Traffic Systems, Inc.
Federal ID# 75-2520341



City of Round Rock

Agenda Item Summary

Agenda Number: E.4

Title: Consider a resolution approving the Brushy Creek Municipal Utility District "FY-2016 Brushy Creek Regional Wastewater System Allocated Budget."

Type: Resolution

Governing Body: City Council

Agenda Date: 8/13/2015

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

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2015-2729

In October of 2009, the City of Round Rock entered into an agreement with the Brushy Creek Municipal Utility District (MUD) to provide wastewater services. In this agreement, the MUD became a sub-regional customer of the City of Round Rock. A contractual obligation of the agreement states that the Council must approve the costs and flows of the system charged to the MUD annually. The FY-2016 Brushy Creek Regional Wastewater System (BCRWWS) Allocated Budget for the Brushy Creek MUD is attached. The Budget includes the MUD's Operations and Maintenance Budget (Flow Charge) based on winter average flows into the system, Debt Service Budget (Capital Charge) based on Reserved Capacity in the system and an administration and overhead fee (Administration Charge) as set forth in the Wastewater Service Agreement.

The MUD is also responsible for any required improvement costs that are not otherwise paid through the charges listed above. The FY-2016 Budget for the planned BCRWWS required improvements is attached. The MUD's allocated Required Improvements Budget is based on their Reserved Capacity in the System Component as outlined in the Agreement. Staff recommends approval.

RESOLUTION NO. R-2015-2729

WHEREAS, the City of Round Rock has previously entered into an agreement with Brushy Creek Municipal Utility District (“District”) to provide wastewater services; and

WHEREAS, pursuant to the agreement, the Council must approve the costs and flows of the system charged to the District annually; and

WHEREAS, the City Council wishes to approve the proposed FY 2016 Brushy Creek Regional Wastewater System (“BCRWWS”) Allocated Budget for Brushy Creek Municipal Utility District, Now Therefore

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

That the FY 2016 BCRWWS Allocated Budget for Brushy Creek Municipal Utility District, 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 13th day of August, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



EXHIBIT

"A"

Brushy Creek Municipal Utility District FY2016 Brushy Creek Regional Wastewater System Allocated Budget

Final

	Flow Charge ¹	Capital Charge	Admin Charge	Monthly Total ²
Oct-15	\$39,714.56	\$35,693.29	\$869.46	\$76,277.31
Nov-15	\$39,714.56	\$35,693.29	\$869.46	\$76,277.31
Dec-15	\$39,714.56	\$35,693.29	\$869.46	\$76,277.31
Jan-16	\$39,714.56	\$35,693.29	\$895.54	\$76,303.39
Feb-16	\$39,714.56	\$35,693.29	\$895.54	\$76,303.39
Mar-16	\$39,714.56	\$35,693.29	\$895.54	\$76,303.39
Apr-16	\$39,714.56	\$35,693.29	\$895.54	\$76,303.39
May-16	\$39,714.56	\$35,693.29	\$895.54	\$76,303.39
Jun-16	\$39,714.56	\$35,693.29	\$895.54	\$76,303.39
Jul-16	\$39,714.56	\$35,693.29	\$895.54	\$76,303.39
Aug-16	\$39,714.56	\$35,693.29	\$895.54	\$76,303.39
Sep-16	\$39,714.56	\$35,693.29	\$895.54	\$76,303.39
FY2016 Total	\$476,574.70	\$428,319.46	\$10,668.24	\$915,562.40

¹ Based on the BRA's BCRWWS Final Budget dated 6/2/15

² The City of Round Rock will bill this amount monthly. All Payments must be received by the 15th of each month.

FY2016 Brushy Creek Regional Wastewater System Required Improvement Budget

<u>East & West WWTP</u>	<u>Total Budget</u>	<u>BCMUD Allocation</u>	<u>Total for BCMUD</u>
Total Estimated Improvements	\$75,000.00	7.55%	\$5,662.50
<u>Collection System</u>	<u>Total Budget</u>	<u>BCMUD Allocation</u>	<u>Total for BCMUD</u>
Regional MH Rehab	\$40,000.00	2.84%	\$1,136.00
FY2016 Total Required Improvements			<u>\$6,798.50</u>



City of Round Rock

Agenda Item Summary

Agenda Number: E.5

Title: Consider a resolution approving the Fern Bluff Municipal Utility District
"FY-2016 Brushy Creek Regional Wastewater System Allocated Budget."

Type: Resolution

Governing Body: City Council

Agenda Date: 8/13/2015

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

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2015-2730

In October of 2009, the City of Round Rock entered into an agreement with the Fern Bluff Municipal Utility District (MUD) to provide wastewater services. In this agreement, the MUD became a sub-regional customer of the City of Round Rock. A contractual obligation of the agreement states that the Council must approve the costs and flows of the system charged to the MUD annually. The FY-2016 Brushy Creek Regional Wastewater System Allocated Budget for the Fern Bluff MUD is attached. The Budget includes the MUD's Operations and Maintenance Budget (Flow Charge) based on winter average flows into the system, Debt Service Budget (Capital Charge) based on Reserved Capacity in the system and an administration and overhead fee (Administration Charge) as set forth in the Wastewater Service Agreement.

The MUD is also responsible for any required improvement costs that are not otherwise paid through the charges listed above. The FY-2016 Budget for the planned BCRWWS required improvements is attached. The MUD's allocated Required Improvements Budget is based on their Reserved Capacity in the System Component as outlined in the Agreement. Staff recommends approval.

RESOLUTION NO. R-2015-2730

WHEREAS, the City of Round Rock has previously entered into an agreement with Fern Bluff Municipal Utility District (“District”) to provide wastewater services; and

WHEREAS, pursuant to the agreement, the Council must approve the costs and flows of the system charged to the District annually; and

WHEREAS, the City Council wishes to approve the proposed FY 2016 Brushy Creek Regional Wastewater System (“BCRWWS”) Allocated Budget for Fern Bluff Municipal Utility District, Now Therefore

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

That the FY 2016 BCRWWS Allocated Budget for Fern Bluff Municipal Utility District, 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 13th day of August, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



EXHIBIT "A"

Fern Bluff Municipal Utility District FY2016 Brushy Creek Regional Wastewater System Allocated Budget

Final

	Flow Charge ¹	Capital Charge	Admin Charge	Monthly Total ²
Oct-15	\$10,249.96	\$9,934.97	\$579.63	\$20,764.55
Nov-15	\$10,249.96	\$9,934.97	\$579.63	\$20,764.55
Dec-15	\$10,249.96	\$9,934.97	\$579.63	\$20,764.55
Jan-16	\$10,249.96	\$9,934.97	\$597.02	\$20,781.94
Feb-16	\$10,249.96	\$9,934.97	\$597.02	\$20,781.94
Mar-16	\$10,249.96	\$9,934.97	\$597.02	\$20,781.94
Apr-16	\$10,249.96	\$9,934.97	\$597.02	\$20,781.94
May-16	\$10,249.96	\$9,934.97	\$597.02	\$20,781.94
Jun-16	\$10,249.96	\$9,934.97	\$597.02	\$20,781.94
Jul-16	\$10,249.96	\$9,934.97	\$597.02	\$20,781.94
Aug-16	\$10,249.96	\$9,934.97	\$597.02	\$20,781.94
Sep-16	\$10,249.96	\$9,934.97	\$597.02	\$20,781.94
FY2016 Total	\$122,999.47	\$119,219.60	\$7,112.07	\$249,331.14

¹ Based on the BRA's BCRWWS Final Budget dated 6/2/15

² The City of Round Rock will bill this amount monthly. All Payments must be received by the 15th of each month.

FY2016 Brushy Creek Regional Wastewater System Required Improvement Budget

East & West WWTP	Total Budget	FBMUD Allocation	Total for BCMUD
Total Estimated Improvements	\$75,000.00	2.24%	\$1,680.00
Collection System	Total Budget	FBMUD Allocation	Total for BCMUD
Regional MH Rehab	\$40,000.00	1.26%	\$504.00
FY2016 Total Required Improvements			\$2,184.00



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider an ordinance annexing city-owned land located near the intersection of Creek Bend Boulevard and Hairy Man Road. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 8/13/2015

Dept Director: Brad Wiseman

Cost: \$0.00

Indexes:

Attachments: Ordinance

Department: Planning and Development Services Department

Text of Legislative File 2015-2724

The three tracts were purchased by the City in 2014 for the future expansion of Creek Bend Boulevard. Two tracts had no platting history and equal approximately 5.398 acres. The third tract is a platted lot, listed as Lot 1, Block B, Creek Bend Subdivision Phase 1. Construction of this section of roadway is currently underway and staff would like to bring this section into the City Limits prior to completion of construction. The tract is generally located between the existing terminus of Creek Bend Boulevard, just north of Hairy Man Road, and will terminate at the intersection of Wyoming Springs Boulevard and Brightwater Boulevard. This is a City initiated annexation request. Staff recommends approval.

ORDINANCE NO. O-2015-2724

AN ORDINANCE ANNEXING ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ROUND ROCK, TEXAS, TO WIT: 0.067 AND 5.331 ACRES OF LAND, OUT OF THE ELISHA MCDANIEL SURVEY, ABSTRACT NO. 441, AND LOT 1, BLOCK B, CREEK BEND PHASE 1, IN WILLIAMSON COUNTY; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH AREA SHALL BECOME A PART OF THE CITY AND THAT THE OWNERS AND INHABITANTS THEREOF SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND TO BE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City is a duly constituted Home Rule City pursuant to Chapter 9, Local Government Code, as amended, and

WHEREAS, pursuant to Section 43.021, Local Government Code, the City may extend its boundaries and annex area adjacent to it, and

WHEREAS, the City is the owner of a tract of land containing 0.067 and 5.331 acres out of the Elisha McDaniel Survey, Abstract No. 441, and Lot 1, Block B, Creek Bend Phase 1, in Williamson County (the "Property") more fully described in Exhibits "A-1", "A-2", and "A-3", and

WHEREAS, the City Council has determined that all requirements of Chapter 43, Local Government Code have been complied with and hereby consider it appropriate to approve the annexation, Now Therefore

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

I.

That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

II.

That the City Council has heard the arguments for and against the annexation and has determined to approve the annexation.

III.

That the property described in Exhibits "A-1", "A-2", and "A-3" attached hereto and incorporated herein for all purposes, be and is hereby annexed and brought within the corporate limits of the City of Round Rock, Williamson County, Texas, and same is hereby made an integral part hereof.

IV.

That the owners and future inhabitants of the area herein annexed be entitled to all of the rights and privileges of other citizens and property owners of said City and are hereby bound by all acts, ordinances and all other legal action now in full force and effect and all those which may be hereafter adopted.

V.

That the official map and boundaries of the City, heretofore adopted and amended be and is hereby amended so as to include the aforementioned territory as part of the City of Round Rock, Texas.

VI.

That the City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

VII.

That this Ordinance shall become effective after its passage.

VIII.

That the City Clerk is hereby directed and authorized to file a certified copy of this Ordinance in the Office of the County Clerk of Williamson County, Texas.

IX.

If any section, subsection, sentence, phrase, or word of this Ordinance be found to be illegal, invalid or unconstitutional or if any portion of said property is incapable of being annexed by the City, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this Ordinance or the application of any other section, sentence, phrase, word, paragraph or provision of any other Ordinance of the City. The City Council declares that it would have adopted the valid portions and applications of this Ordinance and would have annexed the valid property without the invalid part, and to this end the provisions of this Ordinance are declared to be severable.

X.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this ____ day of _____, 2015.

Alternative 2.

READ and APPROVED on first reading this the ____ day of _____, 2015.

READ, APPROVED and ADOPTED on second reading this the ____ day of _____, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution authorizing the Mayor to execute an Annexation Development Agreement with Beverly Johnson Gordon for two tracts of land along East Palm Valley Blvd.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/13/2015

Dept Director: Brad Wiseman, AICP, Director of Planning and Development Services

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Planning and Development Services Department

Text of Legislative File 2015-2699

Based on the City Council direction as part of the Strategic Plan and the Annexation Prioritization study presented to City Council in 2014, this property was identified as a feasible and logical property to be annexed due to the frontage on US 79/East Palm Valley Blvd. However, prior to annexation of an area that is appraised for ad valorem tax purposes as agricultural, wildlife management, or timber management, the City is required by statute to offer the land owner an annexation development agreement. This agreement guarantees the land's immunity from annexation for a period of 15 years, as long as the land is used for agricultural, wildlife management or timber production only. This agreement also authorizes the City to enforce all regulations and planning authority of the city, except those that would interfere with agricultural purposes, wildlife management or timber production. The landowner has accepted the agreement.

By accepting the agreement, the landowner agrees that the city's AG-Agricultural zoning requirements apply to the property, and that the property will only be used for AG zoning uses. This agreement runs with the land for a period of 15 years. If the current or a future landowner violates the agreement, that action will constitute a petition for voluntary annexation, and the property will be subject to annexation at the direction of the City Council. Within 30 days of annexation, the property will be zoned in conformance with the City's General Plan, or as agreed to by the City and the Owner. The current version of the Future Land Use Map shows the property to have business park, open space, residential and commercial designations.

Staff recommends approval.

RESOLUTION NO. R-2015-2699

WHEREAS, Beverly Johnson Gordon (“Owner”) is the owner of certain tracts of land consisting of 60.82 acres and 158.70 acres (“Property”), as described in Exhibit “A” to the Annexation Development Agreement; and

WHEREAS, the City of Round Rock (“City”) intends to annex the Property; and

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into an Annexation Development Agreement regarding the annexation of the Property into the city limits; 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 Annexation Development Agreement with Beverly Johnson Gordon, 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 13th day of August, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

STATE OF TEXAS

§ ANNEXATION DEVELOPMENT

§ AGREEMENT WITH

COUNTY OF WILLIAMSON

§ BEVERLY JOHNSON GORDON

This is an ANNEXATION DEVELOPMENT AGREEMENT by and between THE CITY OF ROUND ROCK, TEXAS ("City") and BEVERLY JOHNSON GORDON ("Owner", whether one or more).

WHEREAS, Owner is owner of that certain tracts of land consisting of 60.82 acres and 158.70 acres more particularly described in Exhibit "A", attached hereto (the "Property"), and;

WHEREAS, the City intends to annex the Property, and;

WHEREAS, pursuant to Sections 43.035 and 212.172 of the Texas Local Government Code, the City and the Owner desire to enter into this Annexation Development Agreement (the "Agreement"); and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns, and;

WHEREAS, this Agreement is to be recorded in the Official Records of Williamson County, Texas

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the City and Owner hereby agree as follows:

A. PURPOSE

The purpose of this Agreement is to comply with all requirements of Sections 43.035 and 212.172 of the Texas Local Government Code pertaining to the annexation of Property into the Round Rock city limits.

B. GENERAL TERMS AND CONDITIONS

1. Both parties agree that in consideration of the mutual promises stated herein, that the Property will not be annexed by the City of Round Rock so long as (1) the Property continues to receive an agricultural exemption or a wildlife management exemption from the Williamson County Central Appraisal District (the "AG Exemption"), except for (a) existing single-family residential use, and (b) existing farmers market tract on Highway 79 and (2) no action is taken by the Owner or his assigns to file a final subdivision plat or any related development document ("Development Documents") for a use unrelated to the agriculture, regarding some or all of the Property (other than the

existing 2 acre subdivision plat currently of record in Doc. No. 2009094029, Official Public Records of Williamson County, Texas.) If one or more of the above circumstances occur, the City is authorized to commence proceedings to annex portions of the Property which are either affected by the removal of the AG Exemption, or which are the subject of the Development Documents. It is expressly understood and agreed that the Owners may develop the Property in phases and that the City of Round Rock will only annex those portions of the Property which are included within "final" subdivision plats.

2. As consideration for the City foregoing annexation proceedings as described above, the Owner hereby authorizes the City to enforce all regulations and planning authority of the City, except for any regulations which interfere with Owner's or tenant's use of the Property for agricultural purposes, wildlife management, recreational enjoyment, or timber production.

3. The Owner agrees that the City's AG- Agricultural zoning requirements apply to the Property, and that the Property shall only be used for AG zoning uses until such time as the Property is annexed into the City of Round Rock. Upon such annexation, the Property will be entitled to be zoned for land uses that are consistent with the official City of Round Rock Comprehensive Plan in effect on the date hereof and such other uses as may be agreed upon by the City of Round Rock and the Owners.

4. The Owner acknowledges that if Owner or any successor or assign violates any condition of this Agreement, then in addition to the City's other remedies, such act will constitute a petition for voluntary annexation by the Owner, and the Property will be subject to annexation at the direction of the Council. The Owner and any successors or assigns agree that such annexation shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner, her successors or assigns.

5. Both parties agree that upon annexation of the Property by the City, the City shall, within 30 days of the effective date of the annexation, initiate an initial zoning of the Property conforming to the land use designation for the Property as shown on the most recent amendment of City's Comprehensive Plan.

C. MISCELLANEOUS PROVISIONS

1. Actions Performable. The City and the Owner agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. Governing Law. The City and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the

parties and supersedes all prior written and oral matters related to this agreement. Any amendment to this Agreement must be in writing and signed by all parties. This Agreement runs with the land and shall bind the Property for a term of fifteen years, unless amended by the parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carrier, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

City of Round Rock
City Manager
221 East Main Street
Round Rock, Texas 78664
Williamson County
Phone: (512)218-5401

Owner
Beverly Johnson Gordon
9168 CR 110
Round Rock, Texas 78665
Williamson County
Phone: (512) 743-3855

7. Force Majeure. Owner and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike or inclement weather.

8. Conveyance of Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

9. Continuity. This Agreement shall run with the Property and be binding on all successors and grantees of Owner.

10. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Owner, respectively.

SIGNED as of this _____ day of _____, 2015.

(signatures on following pages)

CITY OF ROUND ROCK, TEXAS

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

THE STATE OF TEXAS }

COUNTY OF WILLIAMSON }

This instrument was acknowledged before me on the _____ day of _____, 2015,
by Alan McGraw, as Mayor and on behalf of the City of Round Rock, Texas.

Notary Public, State of Texas

Printed Name:_____

My Commission Expires:_____

PROPERTY OWNER

BEVERLY JOHNSON GORDON

THE STATE OF TEXAS }

COUNTY OF _____ }

This instrument was acknowledged before me on the _____ day of _____, 2015,
by Beverly Johnson Gordon.

Notary Public, State of Texas

Printed Name:_____

My Commission Expires:_____

After recording, return this document to:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

EXHIBIT

A

Page 1 of 2

CR-110

CR-123

US 79

Subject Tract
60.82 ac.



EXHIBIT

A

Page 2 of 2

CR-110

Subject Tracts
158.70 ac.

US 79





City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution responding to the petition filed by the Local 3082 of the International Association of Fire Fighters requesting recognition as the sole and exclusive bargaining agent for all the non-exempt fire fighters employed by the City.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/13/2015

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments: Resolution

Department: City Manager's Office

Text of Legislative File 2015-2742

RESOLUTION NO. R-2015-2742

WHEREAS, pursuant to §142.103 of the Texas Local Government Code, on July 15, 2015, the Round Rock Association of Professional Firefighters Local 3082 filed a petition signed by the majority of all fire fighters employed by the City; and

WHEREAS, such petition requests that the Round Rock Association of Professional Firefighters Local 3082 be recognized as the sole and exclusive bargaining agent for all of the fire fighters employed by the City; and

WHEREAS, the City Council wishes to grant such petition; Now Therefore

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

The City Council hereby recognizes the Round Rock Association of Professional Firefighters Local 3082 as the sole and exclusive bargaining agent for all fire fighters employed by the City, and

BE IT FURTHER RESOLVED THAT

The City Manager and appropriate staff members may meet and confer with the Round Rock Association of Professional Firefighters Local 3082 as provided by Chapter 142, Subchapter C of the Texas Local Government Code.

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 13th day of August, 2015.

ATTEST:

ALAN MCGRAW, Mayor
City of Round Rock, Texas

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution accepting the bid received and authorizing the negotiation of the sale of property known as McNeil Community Park, located at 3700 N. IH-35.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/13/2015

Dept Director: Bryan Williams, Assistant City Manager

Cost:

Indexes:

Attachments: Resolution

Department: City Manager's Office

Text of Legislative File 2015-2747

RESOLUTION NO. R-2015-2747

WHEREAS, the City of Round Rock (“City”) is the owner of a 18.414 acre tract of land known locally as the McNeil Community Park, located at 3700 N. IH-35, Round Rock, Williamson County, Texas (“Property”); and

WHEREAS, the City desires to sell the property and pursuant to § 272.001 of the Texas Local Government Code, has duly published notice for bids in a newspaper of general circulation in Williamson County to sell the property; and

WHEREAS, James Michael Farr is a ready, willing, and able buyer and has submitted the highest cash offer, Now Therefore

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

That the City Council hereby authorizes and directs the City Manager and his staff to negotiate with James Michael Farr for the purchase of the Property; and

BE IT FURTHER RESOLVED

That the Mayor is hereby authorized and directed to execute on behalf of the City any and all documents necessary for the closing of the aforesaid transaction.

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 13th day of August, 2015.

ATTEST:

ALAN MCGRAW, Mayor
City of Round Rock, Texas

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute a contract with Myers Concrete Construction for the Bradford Park Storm Repair Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/13/2015

Dept Director: Rick Atkins, Director

Cost: \$115,485.76

Indexes: Parks Improvement & Acquisition Fund

Attachments: Resolution, Bid Tab

Department: Parks and Recreation Department

Text of Legislative File 2015-2738

The project includes the removal of damaged trail and masonry work and replacement of trail and damaged amenities/ furnishings.

In 2015, the newly completed park was severely damaged in a flood situation. After processing the damage with our insurance provider we were able to repair the park with park development funds.

Cost: \$115,485.76

Source of Funds: Parks Improvement & Acquisition Fund

Staff recommends approval.

RESOLUTION NO. R-2015-2738

WHEREAS, the City of Round Rock has duly advertised for bids for the Bradford Park Storm Repair Project; and

WHEREAS, Myers Concrete Construction has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Myers Concrete Construction, 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 Myers Concrete Construction for the Bradford Park Storm Repair 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 13th day of August, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

THE CITY OF ROUND ROCK
PARKS & RECREATION DEPARTMENT

301 West Bagdad
 Round Rock, Texas. 78664
 (512) 218-5540

BIDS EXTENDED AND CHECKED

BY : MCC
 DATE : 6/23/2015
 SHEET 1 OF 1

BID TABULATION

CONTRACT :										
Bradford Park Storm Repair Project										
LOCATION : Council Chambers										
DATE: June 23, 2015										
			MYERS		PATIN					
			Bid Bond? Y		Bid Bond? Y		Bid Bond? Y		Bid Bond? Y	
ITEM	UNIT	APPROX QTY.	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1- Mobilization	L.S.	1	\$4,320.73	\$4,320.73	\$6,500.00	\$6,500.00		\$0.00		\$0.00
2 - Stabilized Const. Entrance	EA.	1	\$3,240.55	\$3,240.55	\$2,000.00	\$2,000.00		\$0.00		\$0.00
3 - Erosion Control Log	L.F.	1600	\$5.66	\$9,056.00	\$5.00	\$8,000.00		\$0.00		\$0.00
4 - Rock Berm	EA.	1	\$3,294.56	\$3,294.56	\$1,500.00	\$1,500.00		\$0.00		\$0.00
5 - Temporary Concrete Washout	EA.	1	\$1,620.27	\$1,620.27	\$1,500.00	\$1,500.00		\$0.00		\$0.00
6 - Demolition & Haul Off of Damaged Trail	L.S.	1	\$20,160.73	\$20,160.73	\$9,300.00	\$9,300.00		\$0.00		\$0.00
7 - Concrete Trail Replacement	S.F.	.7620	\$7.94	\$6,052.80	\$12.00	\$91,440.00		\$0.00		\$0.00
8 - Conc. Curb Reinforcement Ex. Channel	L.S.	1	\$2,122.99	\$2,122.99	\$7,200.00	\$7,200.00		\$0.00		\$0.00
9 - 3"-5" Rip Rap at Bridge	L.S.	1	\$1,402.28	\$1,402.28	\$3,000.00	\$3,000.00		\$0.00		\$0.00
10- Revegetation Using Bermuda Seed	L.S.	1	\$9,764.85	\$9,764.85	\$2,500.00	\$2,500.00		\$0.00		\$0.00
TOTAL BASE BID:				\$115,485.76		\$132,940.00		\$0.00		\$0.00

bidtab/bidtab

BID FORM

JOB NAME: Bradford Park Storm Repair Project

JOB LOCATION: Round Rock, Williamson County, Texas

OWNER: City of Round Rock, Texas

DATE: June 2015

Ladies and Gentlemen:

Pursuant to the foregoing Notice to Bidders and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work, to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work on which he bids as provided by the attached supplemental specifications, and as shown on the plans for the construction of **Bradford Park Storm Repair Project** and binds himself on acceptance of this proposal to execute a contract and bond for completing said project within the time stated, for the following prices, to wit:

The Owner reserves the right to award any combination of bid items in the Base Bid.

BASE BID

<u>Bid Item</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
1.	1	L.S.	Mobilization, complete in place per plan, for Four thousand ^{three thousand} dollars twenty and Twenty three cents.	\$4,320.73	\$4,320.73

<u>Bid Item</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
2.	1	EA.	Stabilized construction entrance/exit, (installation and removal) complete in place per plan, for <u>Three thousand five hundred forty</u> dollars and <u>fifty five</u> cents.	\$ <u>3,240.55</u>	\$ <u>3,240.55</u>
3.	1,600	L.F.	Erosion control log, complete in place per plan, for <u>Five</u> dollars and <u>Sixty six</u> cents.	\$ <u>5.66</u>	\$ <u>9,056.00</u>
4.	1	EA.	Rock berm, complete in place per plan, for <u>Three thousand two hundred ninety four</u> dollars and <u>fifty six</u> cents.	\$ <u>3,294.56</u>	\$ <u>3,294.56</u>
5.	1	EA.	Temporary concrete washout area, complete in place per plan, for <u>One thousand Six hundred twenty</u> dollars and <u>twenty seven</u> cents.	\$ <u>1,620.27</u>	\$ <u>1,620.27</u>
6.	1	L.S.	Demolition & haul off of damaged trail, landscape fabric, complete in place per plan, for <u>Twenty thousand one hundred sixty</u> dollars and <u>seventy three</u> cents.	\$ <u>20,160.73</u>	\$ <u>20,160.73</u>
7.	7,620	S.F.	Concrete trail replacement per detail, complete in place per plan, for <u>Seven</u> dollars and <u>Ninety four</u> cents.	\$ <u>7.94</u>	\$ <u>60,502.80</u>
8.	1	L.S.	Concrete curb reinforcement for existing concrete channel per detail, complete in place per plan, for <u>Two thousand one hundred twenty two</u> dollars and <u>Ninety nine</u> cents.	\$ <u>2,122.99</u>	\$ <u>2,122.99</u>

9. 1 L.S. 3"-5" rip rap at bridge,
complete in place, per plan.
for One thousand four hundred two dollars
and Twenty eight cents. \$1,402.28 \$1,402.28
10. 1 L.S. Re-vegetation using Bermuda
seed of all disturbed areas,
complete in place, per plan.
for Nine thousand Seven hundred sixty four dollars
and Eighty five cents. \$9,764.85 \$9,764.85

TOTAL BASE BID (Items 1 thru 10):

\$ 115,485.76

STATEMENT OF SEPARATE CHARGES:

Materials:

\$ 34,645.73

All Other Charges:

\$ 80,831.03

*Total:

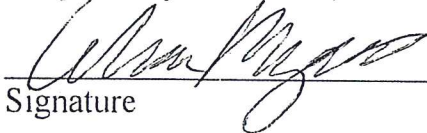
\$ 115,485.76

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

If this proposal is accepted, the undersigned agrees to execute the contract and provide necessary bonds and insurance certification as per the Instructions to Bidders and commence work within ten (10) days after written Notice to Proceed. The undersigned further agrees to complete the work in full within **thirty (30)** calendar days after the date of the written Notice-to-Proceed.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final. The Owner reserves the right to reject any or all bids and may waive any informalities.

Respectfully Submitted,



Signature

Charlene Myers

Print Name

President

Title for

Myers Concrete Construction, Inc.

Name of Firm

June 28, 2015

Date

PO Box 2928 Wimberly TX 78676

Address

512-847-8000

Telephone

Secretary, if Contractor is a
Corporation



City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution determining that Navcon Group, LLC provides the best value for the City for the City Hall Third Floor Remodel Project, and authorizing the Mayor to execute a Standard Form of Agreement.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/13/2015

Dept Director: Chad McDowell, General Services Director

Cost: \$109,444.00

Indexes: 2004 General Obligation Bonds

Attachments: Resolution, Bid Tab

Department: General Services Department

Text of Legislative File 2015-2735

The City received four bids on June 23, 2015 for the City Hall third floor remodel. The selection committee ranked Navcon number one based on the criteria established. The funding for the remodel will be from the 2004 GO Bond and PEG Funds. The remodel will utilize existing space, to create six new offices and one conference room. Estimated construction time will be 30 days and the work will be performed during the day.

Cost: \$109,444.00

Source of Funds: 2004 GO Bonds

Staff Recommends Approval

RESOLUTION NO. R-2015-2735

WHEREAS, the City of Round Rock has previously determined in Resolution No. R-2015-2398 that “Competitive Sealed Proposal” is the delivery method which provides the best value for the City for the City Hall Third Floor Remodel Project located at 221 E. Main Street in Round Rock, Texas, and

WHEREAS, after advertising for and receiving proposals from offerors, the City of Round Rock determines that Navcon Group, LLC is the offeror which offers the best value for the City, and

WHEREAS, the City Council now wishes to enter into a “Standard Form of Agreement Between Owner and Contractor” with Navcon Group, LLC, Now Therefore

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

That, after advertising for and receiving proposals from offerors, the City of Round Rock hereby finds that Navcon Group, LLC is the offeror which offers the best value for the City.

BE IT FURTHER RESOLVED

That the Mayor is hereby authorized and directed to execute on behalf of the City a “Standard Form of Agreement Between Owner and Contractor” with Navcon Group, LLC for the City Hall Third Floor Remodel 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 13th day of August, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Competitive Sealed Proposal Ranking for: _____City Hall 3rd floor_____

Contractor Name	Bid Bond, Etc.	Add #1 Received	Add #2 Received	Base Price	Alternates Totals	Total Cost	Price 40pts.	Past Projects with References Listed 20pts.	Team Qualifications & Experience 20pts.	Project Plan, Approach and Quality Control 20pts.	Compliance with Bid Format 0 to -10pts.	Total Points	FINAL RANKING
Southwest Corpoartion				\$96,684.00		\$96,684.00	40.00	15.50	13.38	12.50	-6.75	74.63	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
DKC				\$106,922.00		\$106,922.00	36.17	7.00	9.25	9.25	-4.75	56.92	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
Novium				\$109,500.00		\$109,500.00	35.32	17.50	12.88	16.50	-5.75	76.44	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
Navcon				\$109,093.00		\$109,093.00	35.45	14.50	20.00	18.25	-0.25	87.95	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
Proposer's Name						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
Proposer's Name						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
Proposer's Name						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
Proposer's Name						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
Proposer's Name						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									
Proposer's Name						\$0.00	#DIV/0!	0.00	0.00	0.00	0.00	#DIV/0!	
				(Lowest Priced Proposal / Proposer's Price) X 40 = Price Score									

Selection Committee:

Date: 7/2/2015



City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution authorizing the Mayor to execute Term Renewal Agreement No. 1 to City of Round Rock Agreement for Purchase of Services relating to HVAC filter replacement with Star Air, Inc.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/13/2015

Dept Director: Chad McDowell, General Services Director

Cost:

Indexes: General Fund

Attachments: Resolution, Exhibit A

Department: General Services Department

Text of Legislative File 2015-2736

The City desires to extend the term of the Agreement for the first of two allowable consecutive twelve month renewal terms.

Staff Recommends Approval

RESOLUTION NO. R-2015-2736

WHEREAS, the City of Round Rock has previously entered into an Agreement for Purchase of Services Relating to HVAC Filter Replacement From Star Air, Inc. (“Agreement”) in September 2010; and

WHEREAS, it has become necessary to extend the term of the Agreement for the first of two allowable twelve-month renewal terms; and

WHEREAS, the City Council desires to renew said Agreement with Star Air, 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 Term Renewal Agreement No. 1 to “City of Round Rock Agreement for Purchase of Services Relating to HVAC Filter Replacement From Star Air, 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 13th day of August, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

“A”

00338327/ss2

II.

This Renewal Agreement embodies the first of two (2) allowable twelve (12) month renewal periods and shall extend the original Agreement as to time only with no other changes in terms or conditions of the original Agreement.

IN WITNESS WHEREOF, the City and Vendor have executed this Renewal Agreement to be effective as of the last date of due execution by both parties.

CITY OF ROUND ROCK, TEXAS

STAR AIR, INC.

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

By: Randy Taylor
Printed Name: Randy Taylor
Title: PRESIDENT
Date Signed: 7-16-15

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney





City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Brown & Gay Engineers, Inc. for the 2015-2017 On-Call Traffic Operations Engineering Services.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/13/2015

Dept Director: Gary Hudder, Transportation Director

Cost: \$100,000.00

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

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2015-2717

This Work Authorization contract for traffic operations engineering services will allow the Transportation Department staff to quickly assign work to Brown & Gay Engineers, Inc for small to moderate traffic studies and design projects. This Work Authorization contract is for a two-year period and has a not to exceed total of \$100,000.00. Examples of tasks that might be expected under the individual work authorizations include: coordinated signal timing plan development, signal improvement design, traffic data collection and analysis, and signing and marking plans development. There are many instances in which the Transportation Department is asked to provide specific traffic data and/or implement "fixes" relative to economic development, safety concerns, and questions raised by community members. Many times we cannot respond quickly enough, due to staffing constraints. Having this contract in place with Brown & Gay will allow us to react to those issues and request more effectively.

Cost: \$100,000.00

Source of Funds: Type B Corporation

Staff recommends approval.

RESOLUTION NO. R-2015-2717

WHEREAS, the City of Round Rock desires to retain engineering services for the 2015-2017 On-Call Traffic Operations Engineering Services Work Authorization Project, and

WHEREAS, Brown & Gay Engineers, Inc. has submitted a Contract for Engineering Services to provide said services, and

WHEREAS, the City Council desires to enter into said contract with Brown & Gay Engineers, 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 Brown & Gay Engineers, Inc. for the 2015-2017 On-Call Traffic Operations Engineering Services Work Authorization 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 13th day of August, 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 FOR 2015-2017 ON-CALL TRAFFIC OPERATIONS ENGINEERING SERVICES WORK AUTHORIZATION

FIRM: BROWN & GAY ENGINEERS, INC. ("Engineer")
ADDRESS: 7000 North Mopac, Suite 330, Austin, TX 78731

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

ARTICLE 3 **CONTRACT TERM**

(1) **Term.** This Agreement shall be from the date hereof and shall terminate at the close of business on the 13th day of the month of August, 2016, or as otherwise terminated as provided in Article 20 entitled "Termination." Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify City in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with the Work Schedule.

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

(3) Work Authorization. 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 C. Payment of monies due for the Engineer's subconsultant's services, if any, shall be based on the actual amount billed to the Engineer by the subconsultant.

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00). 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 a month, an invoice showing Engineering Services performed. This submittal shall also include a progress assessment report in a form acceptable to City.

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 Engineering Services 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
WORK AUTHORIZATION

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

ARTICLE 8
PROJECT TEAM

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

Leah Collier
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 341-3318
Fax Number (512) 218-5563
Email Address lcollier@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:

Federico J. Mendoza, PE
Vice President
7000 North Mopac, Suite 330
Austin, TX 78731
Telephone Number (512) 879-0407
Fax Number (512) 879-0499
Email Address fmendoza@browngay.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 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.

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 Contract. 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 any 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 infrastructure or facilities for which said work and documents were prepared, 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 infrastructure or facilities for which said work and documents were prepared.

City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written agreement of Engineer. However, City shall be permitted to authorize a 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 work for the City. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes 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 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 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 Engineer's Instruments of Service by other engineers subsequent to the completion and delivery of the Instruments of Service to the City. 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 this Contract 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. 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 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 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 any construction project or maintenance performed pursuant to the Engineering Services provided under this Contract has been satisfactorily 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 any construction project or maintenance performed pursuant to the Engineering Services provided under this Contract.

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) Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal or reduction in limits by endorsement 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

- (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 D 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 this Contract, 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:

Federico J. Mendoza, PE
Vice President
7000 North Mopac, Suite 330
Austin, TX 78731

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

BROWN & GAY ENGINEERS, INC.

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

- | | |
|---------------|---------------------------|
| (1) Exhibit A | City Services |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Fee Schedule |
| (4) Exhibit D | Certificates of Insurance |

EXHIBIT A

City Services

The City will provide the following items/information for the ENGINEER under this agreement:

1. Pertinent data related to specific work orders.
2. Timeline for submissions.
3. Meet with ENGINEER on an as-needed basis depending on the work order.
4. Review submittals and provide comments.

EXHIBIT B

Engineering Services

The Engineer shall provide various traffic operations engineering services through individual work authorizations for projects that may include data collection and analysis such as warrant studies or speed studies, traffic modeling and simulation, proposed signal design and existing signal improvements, implementation and integration of the Advanced Traffic Management System master plan items, and corridor coordination plans with Flashing Yellow Left-Turn Arrow upgrades. This list of potential projects is not meant to be exhaustive but a representative list of the nature of the tasks expected to be completed under the Master Agreement being authorized at this time.

EXHIBIT C
Fee Schedule

Brown & Gay Engineers, Inc.

Direct Labor

Labor/Staff Classification	Contract Rate
Principal	\$220.00
Senior Project Manager	\$198.00
Senior Engineer	\$185.00
Project Manager	\$175.00
Project Engineer	\$150.00
Design Engineer	\$125.00
Engineer	\$110.00
EIT II	\$98.00
EIT I	\$87.00
Senior Engineer Tech	\$115.00
Engineer Tech	\$85.00
Junior Engineer Tech	\$59.00
Senior CADD Operator	\$110.00
CADD Operator	\$90.00
Sr. Modeler/Analyst	\$120.00
Modeler/Analyst	\$105.00
Admin/Clerical	\$69.00

EXHIBIT D

Certificate of Insurance

Attached Behind This Page

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/14/2015

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 Three Memorial City 840 Gessner, Suite 600 Houston, TX 77024	CONTACT NAME: Karen Wagner PHONE (A/C, No, Ext): 713-490-4569 FAX (A/C, No): 484-652-5160 E-MAIL ADDRESS: karen.wagner@usi.biz														
INSURED Brown and Gay Engineers, Inc. 10777 Westheimer Suite 400 Houston, TX 77042	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Cas. Co. of</td> <td>25674</td> </tr> <tr> <td>INSURER B : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C : Travelers Indemnity Company of</td> <td>25682</td> </tr> <tr> <td>INSURER D : Catlin Insurance Company, Inc.</td> <td>19518</td> </tr> <tr> <td>INSURER E : Charter Oak Fire Insurance Comp</td> <td>25615</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Cas. Co. of	25674	INSURER B : Travelers Indemnity Company	25658	INSURER C : Travelers Indemnity Company of	25682	INSURER D : Catlin Insurance Company, Inc.	19518	INSURER E : Charter Oak Fire Insurance Comp	25615	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Travelers Property Cas. Co. of	25674														
INSURER B : Travelers Indemnity Company	25658														
INSURER C : Travelers Indemnity Company of	25682														
INSURER D : Catlin Insurance Company, Inc.	19518														
INSURER E : Charter Oak Fire Insurance Comp	25615														
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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			PACP3F875201	12/31/2014	12/31/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA3F879328	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			CUP003F878092	12/31/2014	12/31/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	XVMPEUB4369T94414	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			AED1975380915	09/01/2014	09/01/2015	\$2,000,000 per claim
A	Contrac.Equipment			PACP3F875201	12/31/14	12/31/15	\$4,000,000 annl aggr. \$1,030,219 / \$1,000 Ded

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

Re: 2015-2017 On-Call Traffic Operations Engineering Services.

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.
(See Attached Descriptions)

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 
--	---

DESCRIPTIONS (Continued from Page 1)

The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording.

The General Liability, Automobile Liability, Workers Compensation and Professional Liability policies provide a Blanket Waiver of Subrogation when required by written contract.

Valuable Papers Limit: \$100,000 Policy Limit

The Umbrella Liability policy follows form to the underlying General Liability, Automobile and Workers Compensation policies. The Umbrella Liability coverage limits are in addition to those provided by the General Liability, Automobile and Workers Compensation policies.

The General Liability, Automobile, Workers Compensation, Umbrella Liability and Professional Liability policies include an endorsement providing that 30 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the Insurance Carrier.



City of Round Rock

Agenda Item Summary

Agenda Number: G.8

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Bury, Inc. for the 2015-2017 On-Call Traffic Operations Engineering Services.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/13/2015

Dept Director: Gary Hudder, Transportation Director

Cost: \$100,000.00

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

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2015-2720

This Work Authorization contract for traffic operations engineering services will allow the Transportation Department staff to quickly assign work to Bury, Inc. for small to moderate traffic studies and design projects. This Work Authorization contract is for a two-year period and has a not to exceed total of \$100,000.00. Examples of tasks that might be expected under the individual work authorizations include: coordinated signal timing plan development, signal improvement design, traffic data collection and analysis, and signing and marking plans development. There are many instances in which the Transportation Department is asked to provide specific traffic data and/or implement "fixes" relative to economic development, safety concerns, and questions raised by community members. Many times we cannot respond quickly enough, due to staffing constraints. Having this contract in place with Bury, Inc. will allow us to react to those issues and request more effectively.

Cost: \$100,000.00

Source of Funds: Type B Corporation

Staff recommends approval.

RESOLUTION NO. R-2015-2720

WHEREAS, the City of Round Rock desires to retain engineering services for the 2015-2017 On-Call Traffic Operations Engineering Services Work Authorization Project, and

WHEREAS, Bury, Inc. has submitted a Contract for Engineering Services to provide said services, and

WHEREAS, the City Council desires to enter into said contract with Bury, 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 Bury, Inc. for the 2015-2017 On-Call Traffic Operations Engineering Services Work Authorization 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 13th day of August, 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 FOR 2015-2017 ON-CALL TRAFFIC OPERATIONS ENGINEERING SERVICES WORK AUTHORIZATION

FIRM: BURY, INC. ("Engineer")
ADDRESS: 221 West Sixth Street, Suite 600, Austin, TX 78701

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

ARTICLE 3 **CONTRACT TERM**

(1) **Term.** This Agreement shall be from the date hereof and shall terminate at the close of business on the 13th day of the month of August, 2016, or as otherwise terminated as provided in Article 20 entitled "Termination." Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify City in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with the Work Schedule.

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

(3) Work Authorization. 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 C. Payment of monies due for the Engineer's subconsultant's services, if any, shall be based on the actual amount billed to the Engineer by the subconsultant.

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00). 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 a month, an invoice showing Engineering Services performed. This submittal shall also include a progress assessment report in a form acceptable to City.

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 Engineering Services 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
WORK AUTHORIZATION

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

ARTICLE 8
PROJECT TEAM

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

Leah Collier
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 341-3318
Fax Number (512) 218-5563
Email Address lcollier@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:

Bobak J. Tehrany
Project Manager/Associate
221 West Sixth Street, Suite 600
Austin, TX 78701
Telephone Number (512) 328-0011
Fax Number (512) 328-0325
Email Address btehrany@buryinc.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 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.

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 Contract. 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 any 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 infrastructure or facilities for which said work and documents were prepared, 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 infrastructure or facilities for which said work and documents were prepared.

City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written agreement of Engineer. However, City shall be permitted to authorize a 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 work for the City. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes 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 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 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 Engineer's Instruments of Service by other engineers subsequent to the completion and delivery of the Instruments of Service to the City. 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 this Contract 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. 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 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 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 any construction project or maintenance performed pursuant to the Engineering Services provided under this Contract has been satisfactorily 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 any construction project or maintenance performed pursuant to the Engineering Services provided under this Contract.

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) Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal or reduction in limits by endorsement 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

- (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 D 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 this Contract, 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:

Bobak J. Tehrany
Project Manager/Associate
221 West Sixth Street, Suite 600
Austin, TX 78701

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

BURY, INC.

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

- | | |
|---------------|---------------------------|
| (1) Exhibit A | City Services |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Fee Schedule |
| (4) Exhibit D | Certificates of Insurance |

EXHIBIT A

City Services

The City will provide the following items/information for the ENGINEER under this agreement:

1. Pertinent data related to specific work orders.
2. Timeline for submissions.
3. Meet with ENGINEER on an as-needed basis depending on the work authorization.
4. Review submittals and provide comments.

EXHIBIT B

Engineering Services

Provide various traffic operations engineering through individual work authorizations for projects that may include data collection and analysis such as warrant studies or speed studies, traffic modeling and simulation, proposed signal design and existing signal improvements, implementation and integration of the Advanced Traffic Management Systems master plan items, and corridor coordination plans with Flashing Yellow Left-Turn Arrow upgrades. This list of potential projects is not meant to be exhaustive but is representative of the nature of the tasks expected to be completed under the Master Agreement being authorized at this time.

EXHIBIT C

Fee Schedule

Attached Behind This Page

BURY

STANDARD RATE SCHEDULE

THE FOLLOWING RATES ARE FOR WORK PERFORMED ON AN HOURLY CHARGE BASIS. RATES INCLUDE COMPANY OVERHEAD AND PROFIT FOR SERVICES ACCOMPLISHED DURING REGULAR WORKING HOURS.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

Managing Principal	\$ 245.00 per hour
Principal	\$ 225.00 per hour
Senior Vice President	\$ 210.00 per hour
Vice President	\$ 200.00 per hour
Senior Project Manager	\$ 190.00 per hour
Project Manager	\$ 175.00 per hour
Senior Consultant	\$ 160.00 per hour
Consultant	\$ 140.00 per hour
Associate Consultant	\$ 130.00 per hour
Senior Technical Designer	\$ 110.00 per hour
Technical Designer	\$ 100.00 per hour
Landscape Architect	\$ 100.00 per hour
LA Designer	\$ 80.00 per hour
Managing Surveyor	\$ 160.00 per hour
Senior Survey Tech	\$ 120.00 per hour
Survey Tech	\$ 105.00 per hour
Administration	\$ 80.00 per hour
Construction Observation	\$ 120.00 per hour
Claims Management	\$ 275.00 per hour
Expert Witness	\$ 450.00 per hour

FIELD PARTY SERVICES

2-Man Field Party	\$ 160.00 per hour
3-Man Field Party	\$ 185.00 per hour
4-Man Field Party	\$ 215.00 per hour

DIRECT EXPENSES

Transportation:

By Firm's Passenger Vehicles	\$ Per IRS Rates
By Firm's Survey Trucks	\$ 0.75 per mile

Subsistence for Out-of-City Work (Survey Field Crew)	Prevailing IRS approved rates for survey locale
Survey Stakes, Lathes, Iron Rods and other Direct Expenses	Our cost plus 10%
In-House Courier & Delivery Services	< 15 Miles at ¼ hr Billing
In-House Courier & Delivery Services	> 15 Miles at ½ hr Billing
In-House Reproduction & Printing by Firm	Prevailing commercial rates
Outside Reproductions, Couriers and other Direct Expenses	Our cost plus 10%

These rates are subject to change without notice

NOTES:

1. Field Party rates include a charge for normal equipment, normal supplies and survey vehicles. Abnormal use of stakes, lathes, etc. used (such as during the construction phase of a project) will be charged as indicated. A mileage charge will be billed for projects exceeding a 50 mile radius of the base office.
2. A minimum of two (2) hours Field Party time charge will be made for show up time and return to office, resulting from inclement weather conditions, etc.
3. Field Party stand-by time will be charged for at the appropriate rates shown above.

EXHIBIT D

Certificate of Insurance

Attached Behind This Page

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/13/2015

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: Debra Wylie	
	PHONE (A/C, No, Ext): 512-651-4159	FAX (A/C, No): 512-467-0113
E-MAIL ADDRESS:		
INSURED Bury, Inc. 221 West Sixth Street, Suite 600 Austin, TX 78701	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Lloyds of London	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		
NAIC # AA112		

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							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						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	(Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			N144006	08/15/2014	08/15/2015	\$2,000,000 per claim
	Claims Made Pol.			Retro:01/16/84			\$4,000,000 annl aggr.

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

The Professional Liability policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

** Supplemental Name **

Bury, Inc.

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Round
221E. 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

James E. Zimmerman

© 1988-2010 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

Bury + Partners- Virginia, Inc.
Bury + Partners- San Antonio, Inc.
Bury + Partners- DFW, Inc.
Bury + Partners- Houston, Inc.
Land Design Partners, Inc.
Bury + Partners, Inc.
Bury+Partners-Public Works, Inc.
Land Design Partners - DFW, Inc.
Bury + Partners-HS&A, Inc.
Land Design Partners San Antonio, Inc.
Bury + Partners - Holdings, Inc.
Bury & Partners Holdings, Inc.
Bury Holdings, Inc.
Bury-AUS, Inc.
Bury-DFW, Inc.
Bury-HOU, Inc.
Bury-SAN, Inc.

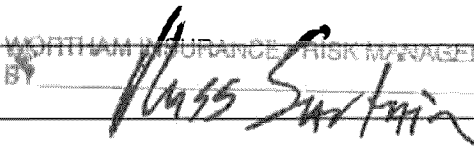
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09-02-2014	Policy Number: EBA 009 95 00
Named Insured: BURY HOLDINGS INC	
Countersigned by:  BY <u>Miss Surtina</u>	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09-02-2014	Policy Number: EBA 009 95 00
Named Insured: BURY HOLDINGS INC	
Countersigned by:  WORTHAM INSURANCE RISK MANAGEMENT	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because

of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".



City of Round Rock

Agenda Item Summary

Agenda Number: G.9

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with HDR Engineering, Inc. for the 2015-2017 On-Call Traffic Operations Engineering Services.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/13/2015

Dept Director: Gary Hudder, Transportation Director

Cost: \$100,000.00

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

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2015-2721

This Work Authorization contract for traffic operations engineering services will allow the Transportation Department staff to quickly assign work to HDR Engineering, Inc. for small to moderate traffic studies and design projects. This Work Authorization contract is for a two-year period and has a not to exceed total of \$100,000.00. Examples of tasks that might be expected under the individual work authorizations include: coordinated signal timing plan development, signal improvement design, traffic data collection and analysis, and signing and marking plans development. There are many instances in which the Transportation Department is asked to provide specific traffic data and/or implement "fixes" relative to economic development, safety concerns, and questions raised by community members. Many times we cannot respond quickly enough, due to staffing constraints. Having this contract in place with HDR Engineering, Inc. will allow us to react to those issues and request more effectively.

Cost: \$100,000.00

Source of Funds: Type B Corporation

Staff recommends approval.

RESOLUTION NO. R-2015-2721

WHEREAS, the City of Round Rock desires to retain engineering services for the 2015-2017 On-Call Traffic Operations Engineering Services Work Authorization Project, and

WHEREAS, HDR 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 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 a Contract for Engineering Services with HDR Engineering, Inc. for the 2015-2017 On-Call Traffic Operations Engineering Services Work Authorization 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 13th day of August, 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 FOR 2015-2017 ON-CALL TRAFFIC OPERATIONS ENGINEERING SERVICES WORK AUTHORIZATION

FIRM: HDR ENGINEERING, INC. ("Engineer")
ADDRESS: 810 Hesters Crossing, Suite 120, Round Rock, TX 78681

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

ARTICLE 3 **CONTRACT TERM**

(1) **Term.** This Agreement shall be from the date hereof and shall terminate at the close of business on the 13th day of the month of August, 2016, or as otherwise terminated as provided in Article 20 entitled "Termination." Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify City in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with the Work Schedule.

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

(3) Work Authorization. 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 C. Payment of monies due for the Engineer's subconsultant's services, if any, shall be based on the actual amount billed to the Engineer by the subconsultant.

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00). 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 a month, an invoice showing Engineering Services performed. This submittal shall also include a progress assessment report in a form acceptable to City.

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 Engineering Services 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
WORK AUTHORIZATION

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

ARTICLE 8
PROJECT TEAM

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

Leah Collier
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 341-3318
Fax Number (512) 218-5563
Email Address lcollier@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:

Benedict P. Patrick
Project Manager
810 Hesters Crossing, Suite 120
Round Rock, TX 78681
Telephone Number (512) 904-3745
Fax Number (512) 904-3773
Email Address benedict.patrick@hdrinc.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 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.

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 Contract. 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 any 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 infrastructure or facilities for which said work and documents were prepared, 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 infrastructure or facilities for which said work and documents were prepared.

City shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written agreement of Engineer. However, City shall be permitted to authorize a 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 work for the City. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes 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 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 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 Engineer's Instruments of Service by other engineers subsequent to the completion and delivery of the Instruments of Service to the City. 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 this Contract 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. 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 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 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 any construction project or maintenance performed pursuant to the Engineering Services provided under this Contract has been satisfactorily 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 any construction project or maintenance performed pursuant to the Engineering Services provided under this Contract.

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) Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal or reduction in limits by endorsement 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

- (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 D 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 this Contract, 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:

Benedict P. Patrick
Project Manager
810 Hesters Crossing, Suite 120
Round Rock, TX 78681

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

HDR 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 | Fee Schedule |
| (4) Exhibit D | Certificates of Insurance |

EXHIBIT A

City Services

The City will provide for the ENGINEER under this agreement the following items/information:

1. Provide pertinent data related to specific work orders.
2. Provide timeline for submissions.
3. Meet with ENGINEER on an as needed basis depending on the work order.
4. Review submissions and provide comments.

EXHIBIT B

Engineering Services

The work to be performed by HDR Engineering, Inc. (ENGINEER) under this contract shall involve various traffic engineering services under individual work authorizations that may include the following:

1. Project management
2. Traffic engineering studies (signal warrants, speed study, etc.)
3. Data collection and analysis
4. Traffic modeling and planning
5. Traffic signal timing, coordination, and implementation
6. Surveys, if necessary
7. Signal design
8. Pavement marking and signing plans
9. Schematic development and cost estimates for roadways
10. Preparation of Plans, Specifications, & Estimates (PS&E)
11. Traffic control plans
12. Perform other engineering tasks as required by specific work orders

The above list of potential tasks is not meant to be exhaustive but is representative of the nature of tasks expected to be completed under this master agreement.

Detailed scope and deliverables will be determined under each separate work authorization.

EXHIBIT C
Fee Schedule

Title	RATE	UNITS
Project Principal	\$90.00	Hourly
Senior Project Manager	\$73.00	Hourly
Senior Engineer	\$68.00	Hourly
Project Manager	\$65.00	Hourly
Project Engineer	\$52.00	Hourly
Design Engineer	\$45.00	Hourly
Senior EIT	\$38.00	Hourly
Junior EIT	\$34.00	Hourly
Administrative Assistant	\$30.00	Hourly
CADD Technician	\$29.00	Hourly

Indirect Costs **175%**
Profit **12%**

Note:

1. Actual employee hourly labor rates and hours will be used in estimating the fee. The above is an example of typical hourly rates.
2. Direct expenses will be billed at actual costs.
3. Sub consultant charges will be billed as expenses.

EXHIBIT D

Certificate of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

6/1/2016

DATE (MM/DD/YYYY)

7/10/2015

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1013472 HDR ENGINEERING, INC. 8404 INDIAN HILLS DRIVE OMAHA, NE 68114-4049	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Fire Insurance Company		19682
	INSURER B: Travelers Property Casualty Co of America		25674
	INSURER C: American Zurich Insurance Company		40142
	INSURER D: Lexington Insurance Company		19437
	INSURER E:		
INSURER F:			

COVERAGES HDRIN01 **CERTIFICATE NUMBER:** 13570829 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	37CSEQU0950	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	37CSEQU0951 (AOS) 37CSEQU0952 (HI) 37CSEQU1160 (MA)	6/1/2015 6/1/2015 6/1/2015	6/1/2016 6/1/2016 6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0	Y	Y	ZUP-10R64084-15-NF (EXCLUDES PROF. LIAB)	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	0381127	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	ARCHS & ENGS PROFESSIONAL LIABILITY	N	N	061853691	6/1/2015	6/1/2016	PER CLAIM: \$1,000,000. AGG: \$1,000,000.

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

BENEDICT PATRICK, 2015-2017 ON-CALL TRAFFIC OPERATIONS ENGINEERING SERVICES - HDR. THE CITY OF ROUND IS NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY, AUTO AND UMBRELLA AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES WHERE ALLOWABLE BY LAW. 30 DAYS NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

13570829
CITY OF ROUND ROCK
ATTN: CITY MANAGER
221 E. MAIN STREET
ROUND ROCK TX 78664

CANCELLATION

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

John M. Amelle

© 1988-2014 ACORD CORPORATION. All rights reserved.



City of Round Rock

Agenda Item Summary

Agenda Number: G.10

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 8 with Atkins North America, Inc. for the Creek Bend Boulevard Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/13/2015

Dept Director: Gary Hudder, Transportation Director

Cost: \$159,095.13

Indexes: 2014 Transportation Certificates of Obligation

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2015-2739

The Creek Bend Blvd Extension project extends Creek Bend Blvd from Creek Bend Circle to Wyoming Springs Drive in Williamson County.

The improvements 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 project will include raised medians, sidewalks, and bicycle accommodations.

On January 26, 2012, an engineering services contract for \$179,898.43 with Atkins North America, Inc. was approved by the City Council. Services covered in this contract were 30% schematic drawings for a four lane divided roadway connection between Wyoming Springs Drive and Creek Bend Circle.

Supplemental Agreement No. 1 was approved on July 12, 2012 by the City Council at a cost of \$805,808.42. Services covered under this contract amendment included 100% plans, specifications, and estimates; and bidding and construction phase services.

Supplement Agreement No. 2 was approved by the City Council on December 14, 2012 for \$21,570.57. Additional services were needed to study and define limits of the voids along the proposed Creek Bend Boulevard alignment encountered during geotechnical drilling. This study was limited to the area immediately adjacent to the apparent void.

Supplemental Agreement No. 3 was approved on March 8, 2013 at a cost of \$49,900 by the City Manager. Services were needed to study and further define limits of a void between Station 23+25 and Station 27+25 (Study Area 1).

Supplemental Agreement No. 4, approved on August 22, 2013 at a cost of \$169,332.84,

was needed to further define the limits of the voids along the remainder of the proposed Creek Bend Boulevard corridor from Station 11+30 to Station 23+25 (Study Areas 2 - 5). Supplemental Agreement No. 5 was approved on October 15, 2013 and consisted of revising the scope of Supplemental #4 to allow for both geophysics studies and geotechnical investigations to be performed as part of an assessment of voids and related features along the proposed Creek Bend Blvd alignment. The budget from Supplemental #4 remained unchanged and was the sole source of budget for Supplemental No. 5. Supplemental Agreement No. 6 was approved on March 13, 2014 and consisted of geotechnical investigations being done as part of an assessment of voids and related features along the proposed Creek Bend Blvd alignment. These geotechnical studies were recommended after completing the geophysical studies of the five (5) study areas along the entire proposed alignment. Construction plans have been 95% complete since February 2013. Pending results of this investigation, the project schedule and budget were adjusted accordingly. Services for this supplemental were performed at a cost of \$82,089.99. Supplemental Agreement No. 7 consists of construction phase services for the entire project as well as adding improvements and extending corridor enhancements along Creek Bend Boulevard to 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 a precast concrete fence. Creek Bend Boulevard will be milled and overlaid from Pena Cove to Sam Bass Road with only minor utility adjustments expected. Services for this supplemental will be performed at a cost of \$186,383.73 which includes approximately \$80,000 for construction phase services. The total cost of professional services with Atkins will be \$1,485,983.98.

Supplemental Agreement No. 8 consists of construction inspection services related to the bridge structure, including foundations, substructure and superstructure, for compliance with the Contract documents. Based on the contractor's baseline schedule it is assumed that the bridge inspection will last for 4 months. Inspection scope of services shall include but not limited to verify that the bridge structure is built according to the plans and specifications, and all contract documents, verify the accuracy of the work and determine pay quantities by taking measurements of the quantities placed and verify all the specifications are met for inspected items of work regarding materials, construction, measurement and payment. Services for this supplemental will be performed at a cost of \$159,095.13. The total cost of professional services with Atkins will be \$1,645,079.11
Cost: \$159,095.13

Source of Funds: 2014 Transportation COs

Staff recommends approval.

RESOLUTION NO. R-2015-2739

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with Atkins North America, Inc. for the Creek Bend Boulevard Project; and

WHEREAS, Atkins North America, Inc. has submitted Supplemental Contract No. 8 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. 8 with Atkins North America, 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. 8 to the Contract with Atkins North America, 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 13th day of August, 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. 8
TO CONTRACT FOR ENGINEERING SERVICES****FIRM:** ATKINS NORTH AMERICA, INC. ("Engineer")**ADDRESS:** 6504 Bridge Point Parkway, Suite 200, Austin, TX 78730**PROJECT:** Creek Bend Boulevard

This Supplemental Contract No. 8 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Atkins North America, Inc., hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 26th day of January, 2012 for the Creek Bend Boulevard Project in the amount of \$179,898.43; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 1 on July 12, 2012 to amend the scope of services and to increase the compensation by \$805,808.42 to a total of \$985,706.85; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 2 on December 14, 2012 to amend the scope of services and to increase the compensation by \$21,570.57 to a total of \$1,007,277.42; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 3 on March 8, 2013 to amend the scope of services and to increase the compensation by \$49,900.00 to a total of \$1,057,177.42; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 4 on August 22, 2013 to amend the scope of services and to increase the compensation by \$160,332.84 to a total of \$1,217,510.26; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 5 on October 15, 2013 to amend the provisions for the scope of services; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 6 on March 13, 2014 to amend the scope of services and to increase the compensation by \$82,089.99 to a total of \$1,299,600.25; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 7 on October 9, 2014 to amend the scope of services and to increase the compensation by \$186,383.73 to a total of \$1,485,983.98; 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 \$159,095.13 to a total of \$1,645,079.11;

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 \$159,095.13 the lump sum amount payable under the Contract for a total of \$1,645,079.11, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, the City and the Engineer have executed this Supplemental Contract in duplicate.

ATKINS NORTH AMERICA, 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

PROJECT DESCRIPTION

This Supplemental Contract consists of additional construction phase services relating to bridge inspection, progress meetings, review of pay applications, final walk through participation, and punch list preparation.

TASK 1: SURVEYING – Not Included with this Supplemental

TASK 2: ROUTE STUDY – Not Included with this Supplemental

TASK 3: ENVIRONMENTAL STUDIES – Not Included with this Supplemental

TASK 4: PRELIMINARY DESIGN/30% PLANS – Not Included with this Supplemental

TASK 5: PROJECT MANAGEMENT

1. Manage additional activities described in task 14.

TASK 6: DIRECT EXPENSES

1. Mileage for site visits and meetings
2. Inspector vehicle maintenance, insurance, and fuel

TASK 7: WATER IMPROVEMENTS – Not Included with this Supplemental

TASK 8: UTILITY LOCATIONS/LAYOUTS – Not Included with this Supplemental

TASK 9: GEOTECHNICAL DESIGN – Not Included with this Supplemental

TASK 10: 60% PLANS – Not Included with this Supplemental

TASK 11: 95% PLANS – Not Included with this Supplemental

TASK 12: 100% PLANS/FINAL SUBMITTAL – Not Included with this Supplemental

TASK 13: 100% LANDSCAPING AND FENCE PLANS – Not Included with this Supplemental

TASK 14: CONSTRUCTION PHASE SERVICES

1. The ENGINEER shall provide construction inspection services related to the bridge structure, including foundations, substructure and superstructure, for compliance with the Contract documents. Based on the contractor's baseline schedule it is assumed that the bridge inspection will last for 4 months. Inspection scope of services shall include:
 - Verify that the bridge structure is built according to the plans and specifications, and all contract documents
 - Verify the accuracy of the work and determine pay quantities by taking measurements of the quantities placed
 - Verify all the specifications are met for inspected items of work regarding materials, construction, measurement and payment
 - Verify and record daily quantities for each item of work for the purposes of review and approval of the contractor's monthly pay estimate
 - Verify all material sourcing information is from an approved source
 - Maintain a daily work report (DWR) to document construction activity and progress
 - Collect and maintain all material tickets for the project files
 - Conduct pre-activity meetings prior to major operations
 - Coordinate and schedule necessary materials testing
 - Review and comment, as appropriate, on applicable material test reports
 - Document and facilitate the resolution of deficiencies
 - Conduct hold-point inspections utilizing check lists for the following structure elements:
 - (1) Drill shafts
 - (2) Footings
 - (3) Columns
 - (4) Caps
 - (5) Abutments
 - (6) Reinforcing steel
 - (7) Deck panels
 - (8) Deck forms
 - (9) Overhangs
 - (10) Deck grading
 - (11) Deck reinforcing steel
 - (12) Expansion joints
 - Attend bi-weekly project progress meetings
 - Review and comment, as applicable, on the contractor's monthly schedule of reported progress and planning
 - Review contractor's monthly pay request for approval
 - Coordinate resolution to requests for information (RFIs)
 - Assist, as applicable, in the development and review of change orders
 - Provide input on as-built drawings

2. Project Manager will attend weekly project status meetings.
3. Inspector will attend up to 25 bi-weekly progress meetings and prepare meeting notes/action items as appropriate. A site visit will also be performed in conjunction with the meeting to stay familiar with the status of the project. Progress meetings during the bridge inspection are included under bridge inspection. These additional 25 meetings are for the 11 months the bridge inspector is not on-site full time.
4. Review up to 11 monthly pay applications. Pay applications during the bridge inspection are included under bridge inspection. These additional 11 pay application reviews are for the 11 months the bridge inspector is not on-site full time.
5. The ENGINEER shall provide construction schedule support services for the following:
 - Review, analysis and comment of the contractor's baseline schedule
 - Review, analysis and comment of the contractor's monthly schedule updates
 - Review, analysis and comment of the contractor's final as-built schedule
6. Participate in final walkthrough and prepare the punch list.

EXCLUSIONS

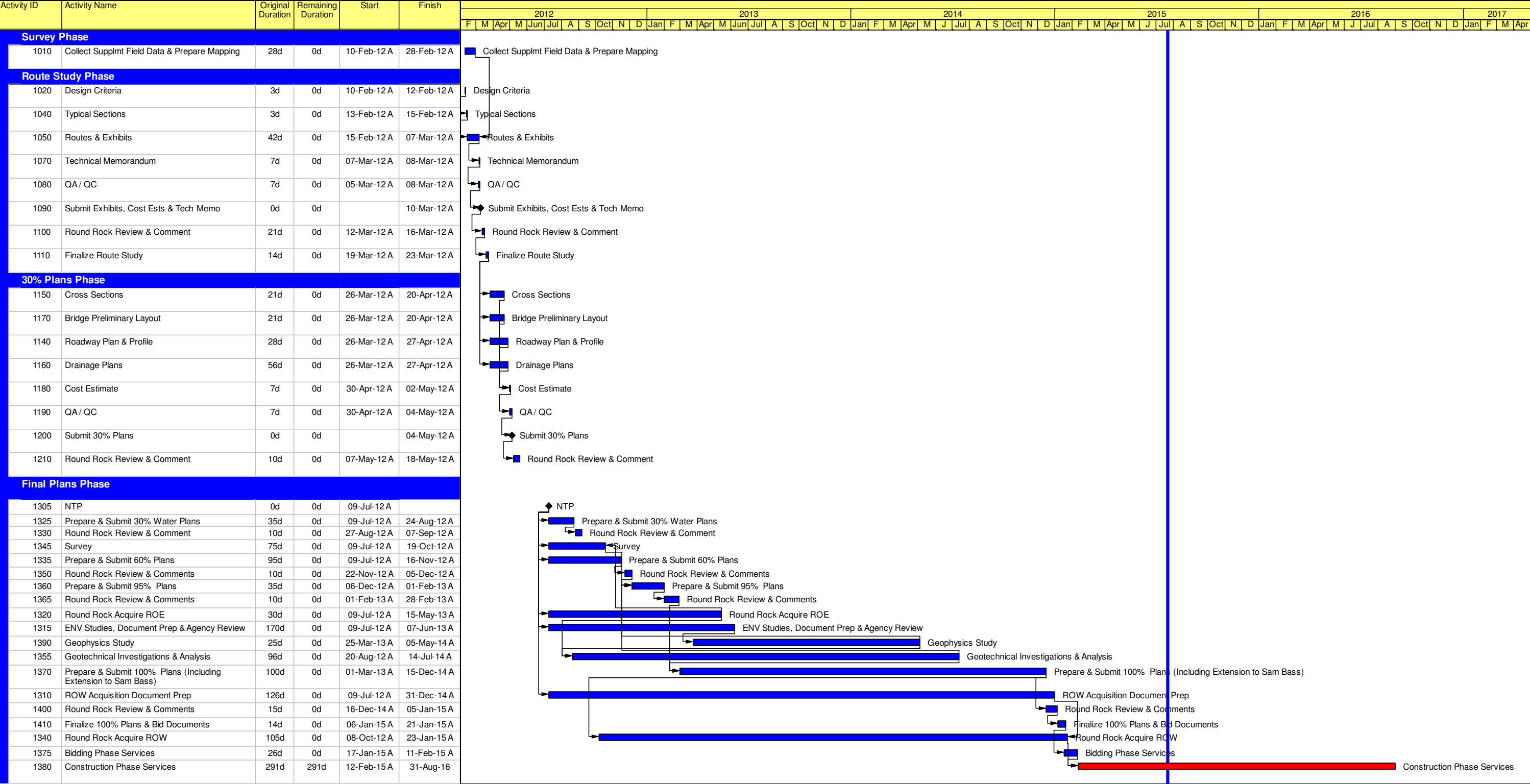
1. All bridge inspection services not specifically identified above, including but not limited to:
 - Geotechnical investigations and analysis
 - Materials testing
 - Construction survey; verification of contractor's horizontal and vertical control
2. All tasks related to delay and cost claims shall be considered supplemental services and subject to additional fee, specifically, but not limited to:
 - Time Impact Analyses (TIA) for delay claims
 - Claims defense, response and resolution

DELIVERABLES

1. Meeting notes, when necessary, for bi-weekly progress meetings.
2. Material test report review comments.
3. Review for up to 15 monthly pay applications including supporting documentation.
4. Schedule review comments
5. Punch list.

ADDENDUM TO EXHIBIT C
Work Schedule

Attached Behind This Page



Page 1 of 1

ATKINS

ADDENDUM TO EXHIBIT D
Fee Schedule

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 5: Project Management	40.0	\$ 7,503.88			\$ 7,503.88
Task 6: Direct Expenses			\$ 2,862.50		\$ 2,862.50
Task 14: Construction Phase Services	1,190.0	\$ 148,728.75			\$ 148,728.75
GRAND TOTAL:	1,230.0	\$ 156,232.63	\$ 2,862.50	\$ -	\$ 159,095.13

Overhead Rate = 170.07%
Profit Rate = 12%

Atkins Raw Labor = \$ 51,650.84
Atkins Overhead = \$ 87,842.58
Atkins Profit = \$ 16,739.21
Atkins Total Labor = \$ 156,232.63

**CREEK BEND BLVD EXTENSION
SUPPLEMENTAL #8
ATTACHMENT D**

TASK 5: PROJECT MANAGEMENT				
Task Description	Project Manager	Design EIT	Admin/ Clerical	Total Hours
<i>Rates</i>	\$ 62.02	\$ 34.82	\$ 31.50	
Project Management				
1. Manage additional construction activities	40			40
Totals	40			40
Raw Labor	\$ 2,480.80	\$ -	\$ -	\$ 2,480.80
Multiplier	3.02	3.02	3.02	
	\$ 7,503.88	\$ -	\$ -	\$ 7,503.88

**CREEK BEND BLVD EXTENSION
SUPPLEMENTAL #8
ATTACHMENT D**

TASK 6: DIRECT EXPENSES				
Direct Cost	Unit	Quantity	Unit Price	Total
Site Visits & Meetings				
Mileage	Mile	1500	\$0.575	\$862.50
Vehicle Maintenance, Insurance & Fuel	Month	4	\$500.000	\$2,000.00
Printing				
Exhibits (Color on Bond)	SF		\$5.00	\$0.00
Photocopies B/W (8.5 X 11)	EA		\$0.05	\$0.00
Photocopies B/W (11 X 17)	EA		\$0.10	\$0.00
Mylar Plots (11 X 17)	EA		\$2.50	\$0.00
Overnight Mail - letter size	EA		\$17.50	\$0.00
Overnight Mail - oversized box	EA		\$35.00	\$0.00
Courier Services	EA		\$37.50	\$0.00
Total Direct Expenses				\$2,862.50

**CREEK BEND BLVD EXTENSION
SUPPLEMENTAL #8
ATTACHMENT D**

TASK 14: CONSTRUCTION PHASE SERVICES									
Task Description	Senior Project Manager	Project Manager	Senior Engineer	Design Engineer	Design EIT	Project Inspector	Senior Scheduler	Admin/ Clerical	Total Hours
<i>Rates</i>	\$ 78.85	\$ 62.02	\$ 63.59	\$ 37.64	\$ 34.82	\$ 36.50	\$ 50.13	\$ 31.50	
Construction Phase Services									
1. Bridge inspection (Assume 4 months)						688			688.0
2. PM attend weekly progress meetings		150							150.0
2. Inspector attend bi-weekly progress meetings (includes site visit and notes prep)						200			200.0
3. Review pay applications		8				20			28.0
4. Review monthly schedule submittals		16					80		96.0
5. Final walkthrough and punch list prep		8				20			28.0
Totals		182.0				928.0	80.0		1,190.0
Raw Labor	\$ -	\$11,287.64	\$ -	\$ -	\$ -	\$33,872.00	\$4,010.40	\$ -	\$ 49,170.04
Multiplier	3.02	3.02	3.02	3.02	3.02	3.02	3.02	3.02	
	\$ -	\$ 34,143	\$ -	\$ -	\$ -	\$ 102,455	\$ 12,131	\$ -	\$ 148,728.75



City of Round Rock

Agenda Item Summary

Agenda Number: G.11

Title: Consider a resolution authorizing the Mayor to execute the Second Amendment to the Interlocal Agreement for Interim Water Supply with the City of Cedar Park.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/13/2015

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

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2015-2675

The Cities of Round Rock, Cedar Park, and Leander have joined together to create the Brushy Creek Regional Utility Authority (BCRUA) to operate a regional water treatment and distribution facility to treat and transport water from Lake Travis. Because of the drought that we have experienced in Central Texas over the past several years, the Lake Travis surface water level had reached a point where the BCRUA shut down the regional water plant. This was necessary in order to protect the pumps that are submersed below the existing floating barge once the plant was turned off. Round Rock has studied the feasibility of permitting Cedar Park to utilize the excess capacity available in the Round Rock water system.

On August 8, 2013, the City Council approved an Interlocal Agreement (ILA) for Interim Water Supply between the City of Round Rock and the City of Cedar Park. In August of 2014, the City Council approved the First Amendment to the ILA, extending the term until September 30, 2015. The Cities would now like to approve this Second Amendment to the Interlocal Agreement that allows the City of Round Rock to provide the City of Cedar Park up to four million gallons a day (mgd), on an as available basis only. In addition, if the Round Rock has water restrictions in place, the amount of water provided to Cedar Park will be reduced as follows:

- Stage 1 of Drought Contingency Plan: (twice-a-week mandatory watering) - reduce maximum amount of water per day to 1.8 mgd.
- Stage 2: (once-a-week mandatory watering) - reduce maximum amount of waste per day

to 1.4 mgd.

- Stage 3: (emergency, no outdoor watering) - reduce amount of water to zero.

This Second Amendment to the Interim Water Supply Agreement will expire on December 31, 2015.

Staff recommends approval.

RESOLUTION NO. R-2015-2675

WHEREAS, the City of Round Rock has previously entered into an Interlocal Agreement (“Agreement”) with the City of Cedar Park for interim water supply, and

WHEREAS, the City now desires to enter into a Second Amendment to the Interlocal Agreement with the City of Cedar Park to extend the term until December 31, 2015 and to increase the Firm Service to a peak daily flow of 4 MGD, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City the Second Amendment to the Interlocal Agreement for Interim Water Supply with the City of Cedar Park, 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 13th day of August, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

**SECOND AMENDMENT
TO THE INTERLOCAL AGREEMENT FOR
INTERIM WATER SUPPLY BETWEEN
THE CITY OF ROUND ROCK
AND
THE CITY OF CEDAR PARK**

**STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS**
COUNTY OF WILLIAMSON §**

THIS SECOND AMENDMENT ("Second Amendment") is to that one certain Interlocal Agreement for Interim Water Supply (2013), executed September 10, 2013 ("Agreement") by and between the City of Cedar Park ("Cedar Park") and the City of Round Rock ("Round Rock"), collectively referred to herein as "the Parties."

RECITALS

1. The Parties previously on September 10, 2013 entered into the Agreement providing that Round Rock would permit Cedar Park to utilize some of Round Rock's excess water capacity on an interim basis.
2. The Parties previously entered into the First Amendment to the Agreement extending the Term until September 30, 2015.
3. By mutual consent, the Parties wish to extend the Term until December 31, 2015 and to increase the Firm Service to a peak daily flow of 4 MGD.
4. Cedar Park and Round Rock desire to amend the Agreement to reflect the above changes.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and undertakings set forth below, Cedar Park and Round Rock hereby contract and agree as follows:

**ARTICLE ONE
DEFINITIONS**

- 1.01 Unless the context clearly requires otherwise, terms used in this Second Amendment shall have the meaning as set forth in the Agreement.

**ARTICLE TWO
AMENDMENTS**

2.01 Article 2.03 Establishment of Maximum Level of Firm Service is hereby amended to read as follows:

Round Rock and Cedar Park agree that, for the term of this Agreement, Round Rock will provide to Cedar Park at the Point of Delivery, Firm Service up to a peak daily flow of 4.0 MGD on a firm or assured basis ("Firm Service"). During said period, Interim Water Service in excess of a peak daily flow of 4.0 MGD will be provided only on an as available basis ("As Available Service").

2.02 Article 3.01. Term of Agreement is hereby amended to read as follows:

This Agreement shall be effective until the 31st day of December, 2015.

**ARTICLE III
MISCELLANEOUS**

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

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

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

CITY OF CEDAR PARK, TEXAS

By: _____
_____, Mayor

Date: _____

Attest:

By: _____

LeAnn Quinn, City Secretary

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

Date: _____

Attest:

By: _____
Sara White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.12

Title: Consider a resolution authorizing the Mayor to execute a Contract with Austin Underground, Inc. for the Lake Creek 2 & 3 Wastewater Line Upgrades Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/13/2015

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

Cost: \$2,519,182.00

Indexes: Self-Financed Wastewater Construction

Attachments: Resolution, Bid Tab, Letter of Recommendation, Map

Department: Utilities and Environmental Services

Text of Legislative File 2015-2726

The Lake Creek 2 and Lake Creek 3 wastewater lines are part of a regional wastewater system, which is owned by the City of Round Rock (68.8%) and City of Austin (31.2%). This project continues the City's efforts to provide adequate wastewater service capacity to the developing Southwest area of Round Rock which has an estimated build-out capacity flow of 18.4 MGD. The project consist of approximately 6,200 linear feet of 36-inch wastewater line beginning east of Lake Creek Park and extending westward along Lake Creek across Mays Street. The cost of this project, including engineering and legal services, will be shared with the City of Austin (31.2%).

On June 25, 2015, six bids were submitted and the lowest bid in the amount of \$2,519,182 was submitted by Austin Underground. This amount was below the engineer's estimate of \$2,700,000. The Utility staff recommends approval of this contract to Austin Underground.

Cost: \$2,519,182.00

Source of Funds: Self-financed Wastewater Construction

Staff recommends approval.

RESOLUTION NO. R-2015-2726

WHEREAS, the City of Round Rock has duly advertised for bids for the Lake Creek 2 & 3 Wastewater Line Upgrades Project; and

WHEREAS, Austin Underground has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Austin Underground, 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 Austin Underground for the Lake Creek 2 & 3 Wastewater Line Upgrades 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 13th day of August, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

CITY OF ROUND ROCK LAKE CREEK 2 & 3 WASTEWATER LINE UPGRADES BID OPENS: 2:00 PM, THURSDAY, JUNE 25, 2015				COMPANY CP&Y, Inc. and Bury		COMPANY Austin Underground Inc P.O. Box 5650 Lago Vista TX 78645		COMPANY DeNucci Constructors, LLC 8310-1 Capital Tx. Hwy. N., Ste. 27 Austin, TX 78731		COMPANY S.J. Louis Construction of Texas LTD. 9862 Lorene Suite 200 San Antonio, TX 78216 (210) 340-9998		COMPANY Smith Contracting Co., Inc. 15308 Ginger St. Austin, TX 78728		COMPANY Patin Construction LLC 3800 W. 2nd Street Taylor, TX 76574 (512) 269-1071		COMPANY Central Road & Utility, LTD 8760 A Research Blvd., #192 Austin, TX 78758 512-989-2602	
Project Budgetary Amount: \$2.7 million																	
ITEM #	DESCRIPTION	UNITS	BID QTY	Unit Cost	Total Cost	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
LAKE CREEK 2 & 3 WASTEWATER LINE UPGRADES																	
1	PREPARING RIGHT OF WAY	AC	7.2	\$ 7,370.00	\$ 53,064.00	\$ 7,000.00	\$ 50,400.00	\$ 3,800.00	\$ 27,360.00	\$ 13,890.00	\$ 100,008.00	\$ 4,000.00	\$ 28,800.00	\$ 10,000.00	\$ 72,000.00	\$ 6,051.90	\$ 43,573.68
2	CLEARING AND GRUBBING	AC	7.2	\$ 9,570.00	\$ 68,904.00	\$ 3,000.00	\$ 21,600.00	\$ 9,500.00	\$ 68,400.00	\$ 3,500.00	\$ 25,200.00	\$ 13,300.00	\$ 95,760.00	\$ 4,000.00	\$ 28,800.00	\$ 4,243.60	\$ 30,553.92
3	BORING 48-IN STEEL ENCASEMENT PIPE, 1/2" THICK WALL	LF	90	\$ 1,100.00	\$ 99,000.00	\$ 810.00	\$ 72,900.00	\$ 650.00	\$ 58,500.00	\$ 820.00	\$ 73,800.00	\$ 800.00	\$ 72,000.00	\$ 2,000.00	\$ 180,000.00	\$ 1,103.10	\$ 99,279.00
4	CONCRETE ENCASEMENT FOR 36-IN DIA. PIPE	LF	977	\$ 176.00	\$ 171,952.00	\$ 220.00	\$ 214,940.00	\$ 75.00	\$ 73,275.00	\$ 55.00	\$ 53,735.00	\$ 85.00	\$ 83,045.00	\$ 100.00	\$ 97,700.00	\$ 242.30	\$ 236,727.10
5	NEW STANDARD PRECAST MANHOLD W/ PRE-CAST BASE, 72" DIA.	EA	24	\$ 9,900.00	\$ 237,600.00	\$ 10,000.00	\$ 240,000.00	\$ 7,000.00	\$ 168,000.00	\$ 10,250.00	\$ 246,000.00	\$ 13,400.00	\$ 321,600.00	\$ 10,000.00	\$ 240,000.00	\$ 14,901.70	\$ 357,640.80
6	NEW STANDARD DROP MANHOLE W/ PRE-CAST BASE, 72" DIA.	EA	1	\$ 11,000.00	\$ 11,000.00	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00	\$ 12,100.00	\$ 12,100.00	\$ 33,500.00	\$ 33,500.00	\$ 13,500.00	\$ 13,500.00	\$ 19,145.20	\$ 19,145.20
7	ABANDONMENT OF EXISTING MANHOLES	EA	19	\$ 5,500.00	\$ 104,500.00	\$ 2,000.00	\$ 38,000.00	\$ 2,600.00	\$ 49,400.00	\$ 1,100.00	\$ 20,900.00	\$ 3,700.00	\$ 70,300.00	\$ 1,000.00	\$ 19,000.00	\$ 1,937.60	\$ 36,814.40
8	REMOVE EXISTING 48" MANHOLE AND REPLACE W/ NEW STANDARD PRECAST MANHOLE, W/ PRE-CAST BASE (ALL DEPTHS), 72" DIA., WW	EA	6	\$ 11,000.00	\$ 66,000.00	\$ 15,000.00	\$ 90,000.00	\$ 10,800.00	\$ 64,800.00	\$ 10,100.00	\$ 60,600.00	\$ 15,000.00	\$ 90,000.00	\$ 12,000.00	\$ 72,000.00	\$ 17,666.30	\$ 105,997.80
9	REMOVE EXISTING 48" MANHOLE AND REPLACE W/ NEW STANDARD DROP MANHOLE, W/ PRE-CAST BASE (ALL DEPTHS), 72" DIA., WW	EA	1	\$ 11,000.00	\$ 11,000.00	\$ 20,000.00	\$ 20,000.00	\$ 11,800.00	\$ 11,800.00	\$ 9,900.00	\$ 9,900.00	\$ 15,300.00	\$ 15,300.00	\$ 15,000.00	\$ 15,000.00	\$ 11,391.90	\$ 11,391.90
10	REMOVE EXISTING WWWW	EA	6	\$ 1,100.00	\$ 6,600.00	\$ 3,000.00	\$ 18,000.00	\$ 2,800.00	\$ 16,800.00	\$ 500.00	\$ 3,000.00	\$ 3,600.00	\$ 21,600.00	\$ 2,500.00	\$ 15,000.00	\$ 1,846.10	\$ 11,076.60
11	TRENCH SAFETY SYSTEMS (ALL DEPTHS)	LF	6058	\$ 5.50	\$ 33,319.00	\$ 3.00	\$ 18,174.00	\$ 2.00	\$ 12,116.00	\$ 0.01	\$ 60.58	\$ 1.00	\$ 6,058.00	\$ 3.00	\$ 18,174.00	\$ 1.80	\$ 10,904.40
12	PIPE, 8-IN DIA., PVC SDR (WW)	LF	8	\$ 82.50	\$ 660.00	\$ 610.00	\$ 4,880.00	\$ 38.00	\$ 304.00	\$ 40.00	\$ 320.00	\$ 40.00	\$ 320.00	\$ 150.00	\$ 1,200.00	\$ 103.70	\$ 829.60
13	PIPE, 10-IN DIA. VC SDR (WW)	LF	24	\$ 99.00	\$ 2,376.00	\$ 510.00	\$ 12,240.00	\$ 85.00	\$ 2,040.00	\$ 60.00	\$ 1,440.00	\$ 65.00	\$ 1,560.00	\$ 200.00	\$ 4,800.00	\$ 114.60	\$ 2,750.40
14	PIPE, 12-IN DIA. PVC SDR (WW)	LF	9	\$ 110.00	\$ 990.00	\$ 510.00	\$ 4,590.00	\$ 105.00	\$ 945.00	\$ 80.00	\$ 720.00	\$ 70.00	\$ 630.00	\$ 250.00	\$ 2,250.00	\$ 128.10	\$ 1,152.90
15	ABANDONMENT OF EXISTING 10" WASTEWATER LINE	LF	10	\$ 3.30	\$ 33.00	\$ 460.00	\$ 4,600.00	\$ 38.00	\$ 380.00	\$ 50.00	\$ 500.00	\$ 60.00	\$ 600.00	\$ 15.00	\$ 150.00	\$ 12.10	\$ 121.00
16	ABANDONMENT OF EXISTING 12" WASTEWATER LINE	LF	1272	\$ 3.30	\$ 4,197.60	\$ 21.00	\$ 26,712.00	\$ 28.00	\$ 35,616.00	\$ 3.00	\$ 3,816.00	\$ 3.00	\$ 3,816.00	\$ 15.00	\$ 19,080.00	\$ 7.30	\$ 9,285.60
17	ABANDONMENT OF EXISTING 15" WASTEWATER LINE	LF	105	\$ 5.50	\$ 577.50	\$ 66.00	\$ 6,930.00	\$ 38.00	\$ 3,990.00	\$ 5.00	\$ 525.00	\$ 8.00	\$ 840.00	\$ 15.00	\$ 1,575.00	\$ 8.50	\$ 892.50
18	ABANDONMENT OF EXISTING 24" WASTEWATER	LF	3204.0	\$ 5.50	\$ 17,622.00	\$ 6.00	\$ 19,224.00	\$ 42.00	\$ 134,568.00	\$ 3.00	\$ 9,612.00	\$ 3.00	\$ 9,612.00	\$ 15.00	\$ 48,060.00	\$ 9.70	\$ 31,078.80
19	ABANDONMENT OF EXISTING 30" WASTEWATER LINE	LF	2323	\$ 7.70	\$ 17,887.10	\$ 6.00	\$ 13,938.00	\$ 65.00	\$ 150,995.00	\$ 20.00	\$ 46,460.00	\$ 3.00	\$ 6,969.00	\$ 15.00	\$ 34,845.00	\$ 10.90	\$ 25,320.70
20	REMOVE EXISTING 12" WASTEWATER LINE	LF	360	\$ 8.80	\$ 3,168.00	\$ 35.00	\$ 12,600.00	\$ 28.00	\$ 10,080.00	\$ 1.00	\$ 360.00	\$ 7.00	\$ 2,520.00	\$ 25.00	\$ 9,000.00	\$ 19.40	\$ 6,984.00
21	REMOVE EXISTING 15" WASTEWATER LINE	LF	1455	\$ 11.00	\$ 16,005.00	\$ 28.00	\$ 40,740.00	\$ 28.00	\$ 40,740.00	\$ 1.00	\$ 1,455.00	\$ 7.00	\$ 10,185.00	\$ 25.00	\$ 36,375.00	\$ 25.70	\$ 37,393.50
22	REMOVE EXISTING 18" WASTEWATER LINE	LF	67	\$ 16.50	\$ 1,105.50	\$ 94.00	\$ 6,298.00	\$ 48.00	\$ 3,216.00	\$ 1.00	\$ 67.00	\$ 7.00	\$ 469.00	\$ 25.00	\$ 1,675.00	\$ 28.10	\$ 1,882.70
23	REMOVE EXISTING 24" WASTEWATER LINE	LF	940	\$ 22.00	\$ 20,680.00	\$ 34.00	\$ 31,960.00	\$ 58.00	\$ 54,520.00	\$ 1.00	\$ 940.00	\$ 7.00	\$ 6,580.00	\$ 25.00	\$ 23,500.00	\$ 30.30	\$ 28,482.00
24	CONCRETE TRENCH CAP (LESS THAN 1.5' OF COVER)	LF	124	\$ 385.00	\$ 47,740.00	\$ 130.00	\$ 16,120.00	\$ 85.00	\$ 10,540.00	\$ 70.00	\$ 8,680.00	\$ 135.00	\$ 16,740.00	\$ 600.00	\$ 74,400.00	\$ 62.90	\$ 7,799.60
25	ADJUST EXISTING DOUBLE WATER SERVICE	EA	1	\$ 2,058.65	\$ 2,058.65	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 2,513.00	\$ 2,513.00
26	RECONNECT SERVICE LATERAL 4-IN PIPE TO REPLACED PIPE	EA	28	\$ 1,100.00	\$ 30,800.00	\$ 1,000.00	\$ 28,000.00	\$ 800.00	\$ 22,400.00	\$ 300.00	\$ 8,400.00	\$ 950.00	\$ 26,600.00	\$ 2,500.00	\$ 70,000.00	\$ 1,473.20	\$ 41,249.60
27	ROCK RIP-RAP	SY	290	\$ 49.50	\$ 14,355.00	\$ 70.00	\$ 20,300.00	\$ 85.00	\$ 24,650.00	\$ 50.00	\$ 14,500.00	\$ 123.00	\$ 35,670.00	\$ 150.00	\$ 43,500.00	\$ 121.10	\$ 35,119.00
28	NATIVE SEEDING FOR EROSION CONTROL METHOD, STRAW MULCH	AC	7.2	\$ 2,200.00	\$ 15,840.00	\$ 4,000.00	\$ 28,800.00	\$ 3,600.00	\$ 25,920.00	\$ 2,700.00	\$ 19,440.00	\$ 8,000.00	\$ 57,600.00	\$ 6,500.00	\$ 46,800.00	\$ 8,656.40	\$ 62,326.08
29	SOIL RETENTION BLANK CLASS 1: TYPE A PROECTIVE FENCING TYPE A CHAIN LINK FENCE (TYPICAL APPLICATION - HIGH DAMAGE POTENTIAL)	SY	60	\$ 75.00	\$ 4,500.00	\$ 74.00	\$ 4,440.00	\$ 6.00	\$ 360.00	\$ 2.00	\$ 120.00	\$ 1.75	\$ 105.00	\$ 20.00	\$ 1,200.00	\$ 6.10	\$ 366.00
30	ROCK BERM	LF	4914	\$ 5.50	\$ 27,027.00	\$ 3.00	\$ 14,742.00	\$ 6.00	\$ 29,484.00	\$ 2.80	\$ 13,759.20	\$ 4.00	\$ 19,656.00	\$ 3.50	\$ 17,199.00	\$ 4.20	\$ 20,638.80
31	ROCK FILTER DAM (TYPE 3)	LF	62	\$ 38.50	\$ 2,387.00	\$ 96.00	\$ 5,952.00	\$ 45.00	\$ 2,790.00	\$ 25.00	\$ 1,550.00	\$ 25.00	\$ 1,550.00	\$ 50.00	\$ 3,100.00	\$ 54.60	\$ 3,385.20
32	STABILIZED CONSTRUCTION ENTRANCE	EA	376	\$ 110.00	\$ 41,360.00	\$ 65.00	\$ 24,440.00	\$ 60.00	\$ 22,560.00	\$ 35.00	\$ 13,160.00	\$ 45.00	\$ 16,920.00	\$ 100.00	\$ 37,600.00	\$ 60.60	\$ 22,785.60
33	STILT FENCE FOR EROSION CONTROL	LF	8	\$ 2,200.00	\$ 17,600.00	\$ 2,000.00	\$ 16,000.00	\$ 2,200.00	\$ 17,600.00	\$ 1,200.00	\$ 9,600.00	\$ 1,200.00	\$ 9,600.00	\$ 2,000.00	\$ 16,000.00	\$ 1,515.60	\$ 12,124.80
34	TOTAL MOBILIZATION PAYMENT	LS	7341	\$ 2.20	\$ 16,150.20	\$ 3.00	\$ 22,023.00	\$ 2.70	\$ 19,820.70	\$ 2.00	\$ 14,682.00	\$ 3.50	\$ 25,693.50	\$ 2.50	\$ 18,352.50	\$ 3.60	\$ 26,427.60
35	SAFETY FENCING	LF	1	\$ 217,666.79	\$ 217,666.79	\$ 90,000.00	\$ 90,000.00	\$ 80,000.00	\$ 80,000.00	\$ 100,000.00	\$ 100,000.00	\$ 146,000.00	\$ 146,000.00	\$ 160,000.00	\$ 160,000.00	\$ 151,451.80	\$ 151,451.80
36	BARRICADES, SIGNS AND TRAFFIC HANDLING	MONTH	631	\$ 1.65	\$ 1,041.15	\$ 9.00	\$ 5,679.00	\$ 6.00	\$ 3,786.00	\$ 2.00	\$ 1,262.00	\$ 4.00	\$ 2,524.00	\$ 3.00	\$ 1,893.00	\$ 6.10	\$ 3,849.10
37	DIVERSION AND CARE OF WATER	LS	2	\$ 8,800.00	\$ 17,600.00	\$ 4,000.00	\$ 8,000.00	\$ 6,500.00	\$ 13,000.00	\$ 2,800.00	\$ 5,600.00	\$ 3,200.00	\$ 6,400.00	\$ 1,250.00	\$ 2,500.00	\$ 12,124.40	\$ 24,248.80
38	PIPE, 30 IN-DIA. SN46 FRPM, INCLUDING EXCAVATION AND BACKFILL, VVV	LF	1	\$ 38,500.00	\$ 38,500.00	\$ 8,000.00	\$ 8,000.00	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00	\$ 100,000.00	\$ 50,000.00	\$ 50,000.00	\$ 6,062.20	\$ 6,062.20
39	PIPE, 36 IN-DIA. SN46 FRPM, INCLUDING EXCAVATION AND BACKFILL, VVV	LF	1606	\$ 148.50	\$ 238,491.00	\$ 180.00	\$ 289,080.00	\$ 185.00	\$ 297,110.00	\$ 267.00	\$ 428,802.00	\$ 197.00	\$ 316,382.00	\$ 240.00	\$ 385,440.00	\$ 199.60	\$ 320,557.60
40	PIPE, 36 IN-DIA. SN72 FRPM, INCLUDING EXCAVATION AND BACKFILL, VVV	LF	3860	\$ 165.00	\$ 636,900.00	\$ 160.00	\$ 617,600.00	\$ 215.00	\$ 829,900.00	\$ 302.00	\$ 1,165,720.00	\$ 263.00	\$ 1,015,180.00	\$ 270.00	\$ 1,042,200.00	\$ 260.90	\$ 1,007,074.00
40A	EXCAVATION AND BACKFILL, VVV	LF	592	\$ 150.00	\$ 88,800.00	\$ 470.00	\$ 278,240.00	\$ 244.00	\$ 144,448.00	\$ 283.00	\$ 167,536.00	\$ 235.00	\$ 139,120.00	\$ 277.00	\$ 163,984.00	\$ 236.00	\$ 139,712.00
41	BY-PASS PUMPING	LS	1	\$ 242,000.00	\$ 242,000.00	\$ 15,000.00	\$ 15,000.00	\$ 120,000.00	\$ 120,000.00	\$ 155,000.00	\$ 155,000.00	\$ 325,000.00	\$ 325,000.00	\$ 25,000.00	\$ 25,000.00	\$ 363,733.20	\$ 363,733.20
42	MANHOLE VENTS	EA	6	\$ 3,850.00	\$ 23,100.00	\$ 3,000.00	\$ 18,000.00	\$ 1,200.00	\$ 7,200.00	\$ 4,000.00	\$ 24,000.00	\$ 5,000.00	\$ 30,000.00	\$ 5,000.00	\$ 30,000.00	\$ 7,693.30	\$ 46,159.80
43	UTILITY LOCATION	LF	1240	\$ 1.10	\$ 1,364.00	\$ 16.00	\$ 19,840.00	\$ 6.00	\$ 7,440.00	\$ 7.00	\$ 8,680.00	\$ 5.00	\$ 6,200.00	\$ 20.00	\$ 24,800.00	\$ 16.60	\$ 20,584.00
44	CIP PROJECT SIGNS	EA	2	\$ 550.00	\$ 1,100.00	\$ 2,000.00	\$ 4,000.00	\$ 650.00	\$ 1,300.00	\$ 500.00	\$ 1,000.00	\$ 800.00	\$ 1,600.00	\$ 1,000.00	\$ 2,000.00	\$ 1,151.80	\$ 2,303.60
Total Amount of Base Bid - Phase I (Items 1-44)				\$ 2,674,621.49		\$ 2,519,182.00		\$ 2,692,353.70		\$ 2,884,009.78		\$ 3,182,104.50		\$ 3,170,152.50		\$ 3,429,749.88	

CITY OF ROUND ROCK LAKE CREEK 2 & 3 WASTEWATER LINE UPGRADES BID OPENS: 2:00 PM, THURSDAY, JUNE 25, 2015				COMPANY CP&Y, Inc. and Bury		COMPANY Austin Underground Inc P.O. Box 5650 Lago Vista TX 78645		COMPANY DeNucci Constructors, LLC 8310-1 Capital Tx. Hwy. N., Ste. 27 Austin, Tx 78731		COMPANY S.J. Louis Construction of Texas LTD. 9862 Lorene Suite 200 San Antonio, TX 78216 (210) 340-9998		COMPANY Smith Contracting Co., Inc. 15308 Ginger St. Austin, TX 78728		COMPANY Patin Construction LLC 3800 W. 2nd Street Taylor, TX 76574 (512) 269-1071		COMPANY Central Road & Utility, LTD 8760 A Research Blvd., #192 Austin, Tx 78758 512-989-2602		
Project Budgetary Amount: \$2.7 million																		
ITEM #	DESCRIPTION	UNITS	BID QTY	Unit Cost	Total Cost	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	
ALTERNATIVES																		
1.1	FRP DROP MANHOLE 72" DIA., WW	EA	21			\$ 11,000.00	\$ 231,000.00	\$ 15,500.00	\$ 325,500.00	\$ 13,300.00	\$ 279,300.00	\$ 16,000.00	\$ 336,000.00	\$ 20,000.00	\$ 420,000.00	\$ 19,000.00	\$ 399,000.00	
1.1A	FRP DROP MANHOLE 72" DIA., WW INCLUDING 9 CY OF CLSM AT STA 62+89.27	EA	1			\$ 11,000.00	\$ 11,000.00	\$ 16,500.00	\$ 16,500.00	\$ 14,300.00	\$ 14,300.00	\$ 15,600.00	\$ 15,600.00	\$ 22,000.00	\$ 22,000.00	\$ 17,000.00	\$ 17,000.00	
1.1B	FRP DROP MANHOLE 72" DIA., WW INCLUDING 8 CY OF CLSM AT STA 54+44.08	EA	1			\$ 11,500.00	\$ 11,500.00	\$ 15,500.00	\$ 15,500.00	\$ 14,200.00	\$ 14,200.00	\$ 24,000.00	\$ 24,000.00	\$ 22,000.00	\$ 22,000.00	\$ 21,000.00	\$ 21,000.00	
1.1C	FRP DROP MANHOLE 72" DIA., WW INCLUDING 2 CY OF CLSM AT STA 29+12.56	EA	1			\$ 11,800.00	\$ 11,800.00	\$ 16,000.00	\$ 16,000.00	\$ 13,500.00	\$ 13,500.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 21,000.00	\$ 19,000.00	\$ 19,000.00	
1.2	FRP DROP MANHOLE 72" DIA., WW INCLUDING 12 CY OF CLSM AT STA 33+28.08	EA	1			\$ 13,200.00	\$ 13,200.00	\$ 16,500.00	\$ 16,500.00	\$ 15,000.00	\$ 15,000.00	\$ 22,000.00	\$ 22,000.00	\$ 23,000.00	\$ 23,000.00	\$ 21,000.00	\$ 21,000.00	
1.3	REMOVE EXISTING 48" MANHOLE AND REPLACE WITH NEW FRP MANHOLE, 72" DIA., WW	EA	6			\$ 13,000.00	\$ 78,000.00	\$ 17,800.00	\$ 106,800.00	\$ 13,500.00	\$ 81,000.00	\$ 22,000.00	\$ 132,000.00	\$ 20,000.00	\$ 120,000.00	\$ 23,000.00	\$ 138,000.00	
1.4	REMOVE EXISTING 48" MANHOLE AND REPLACE WITH NEW FRP MANHOLE, 72" DIA., WW	EA	1			\$ 13,200.00	\$ 13,200.00	\$ 18,300.00	\$ 18,300.00	\$ 13,200.00	\$ 13,200.00	\$ 26,000.00	\$ 26,000.00	\$ 30,000.00	\$ 30,000.00	\$ 23,000.00	\$ 23,000.00	
Subtotal Amount of Alternatives							\$ 369,700.00		\$ 515,100.00		\$ 430,500.00		\$ 576,600.00		\$ 658,000.00		\$ 638,000.00	
DEDUCTIONS																		
2.1	DEDUCT NEW STANDARD PRECAST MANHOLE W/ PRE-CAST BASE, 72" DIA., WW PER BASE BID ITEM NO. 5	EA	24			\$ 5,000.00	\$ 120,000.00	\$ 7,000.00	\$ 168,000.00	\$ 10,250.00	\$ 246,000.00	\$ 13,400.00	\$ 321,600.00	\$ 10,000.00	\$ 240,000.00	\$ 14,901.70	\$ 357,640.80	
2.2	DEDUCT NEW STANDARD DROP MANHOLE W/ PRE-CAST BASE, 72" DIA., WW PER BASE BID ITEM NO. 6	EA	1			\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 12,100.00	\$ 12,100.00	\$ 33,500.00	\$ 33,500.00	\$ 13,500.00	\$ 13,500.00	\$ 19,145.20	\$ 19,145.20	
2.3	DEDUCT REMOVE EXISTING 48" MANHOLE AND REPLACE W/ NEW STANDARD DROP MANHOLE W/ RECAST BASE, 72" DIA., WW PER BASE BID ITEM NO. 8	EA	6			\$ 10,000.00	\$ 60,000.00	\$ 10,800.00	\$ 64,800.00	\$ 10,100.00	\$ 60,600.00	\$ 15,000.00	\$ 90,000.00	\$ 12,000.00	\$ 72,000.00	\$ 17,666.30	\$ 105,997.80	
2.4	DEDUCT REMOVE EXISTING 48" MANHOLE AND REPLACE W/ NEW STANDARD DROP MANHOLE W/ RECAST BASE, 72" DIA., WW PER BASE BID ITEM NO. 9	LS	1			\$ 15,000.00	\$ 15,000.00	\$ 11,800.00	\$ 11,800.00	\$ 9,900.00	\$ 9,900.00	\$ 15,300.00	\$ 15,300.00	\$ 15,000.00	\$ 15,000.00	\$ 11,391.90	\$ 11,391.90	
Subtotal Amount of Deductions							\$ 200,000.00		\$ 252,600.00		\$ 328,600.00		\$ 460,400.00		\$ 340,500.00		\$ 494,175.70	
Grand Total Amount of Base Bid - Alts. And Deducts.						\$ 2,674,621.49		\$ 2,688,882.00		\$ 2,954,853.70		\$ 2,985,909.78		\$ 3,298,304.50		\$ 3,487,652.50		\$ 3,573,574.18
Bid Bond Received? Yes/No							yes		yes		yes		yes		yes		yes	
Addenda Received? Yes/No							yes		yes		yes		yes		yes		yes	
Safety Info. Received? Yes/No							yes		yes		yes		yes		yes		yes	



BURY

July 13, 2015

Mr. Eddie Zapata
Utilities & Environmental Services Department
City of Rock Round
2008 Enterprise Dr.
Round Rock, Texas 78664

RE: Lake Creek 2 & 3 Wastewater Line Upgrades

Dear Mr. Zapata:

On Thursday, June 25, 2015, at 2:00 p.m., six bids were received and publicly opened at the City of Round Rock, Texas, 221 E. Main St., for Lake Creek 2 & 3 Wastewater Line Upgrades. The table below summarizes the bids received for this project.

Contractor	Bid Amount
Austin Underground	\$ 2,519,182.00
DeNucci Constructors, LLC	\$ 2,692,353.70
S.J. Louis Construction of Texas, LTD.	\$ 2,884,009.78
Smith Contracting Co.	\$ 3,182,104.50
Patin Construction, LLC	\$ 3,170,152.50
Central Road & Utility, LTD	\$ 3,429,749.88

The Engineer's Estimate for this project was \$2,700,000.

CP&Y, Inc. reviewed Bidders Experience and supplemental qualification documentation as provided by the City of Round Rock and contacted Austin Underground (General Contractor) for references. CP&Y, Bury, and the City of Round Rock also met with Austin Underground regarding their project approach and change order management on July 9, 2015. Based on the information reviewed, it appears Austin Underground can complete this project according to the construction plans and specifications.

CP&Y, Inc. and Bury, therefore, recommend that the City of Round Rock award the contract for construction of Lake Creek 2 & 3 Wastewater Line Upgrades to Austin Underground, in the amount of their low bid of \$2,519,182.00. As discussed at the meeting on July 9, 2015, the award will be for the base bid; however, the bid alternate may be considered as a possible change order.

Respectfully submitted,
CP&Y, Inc.

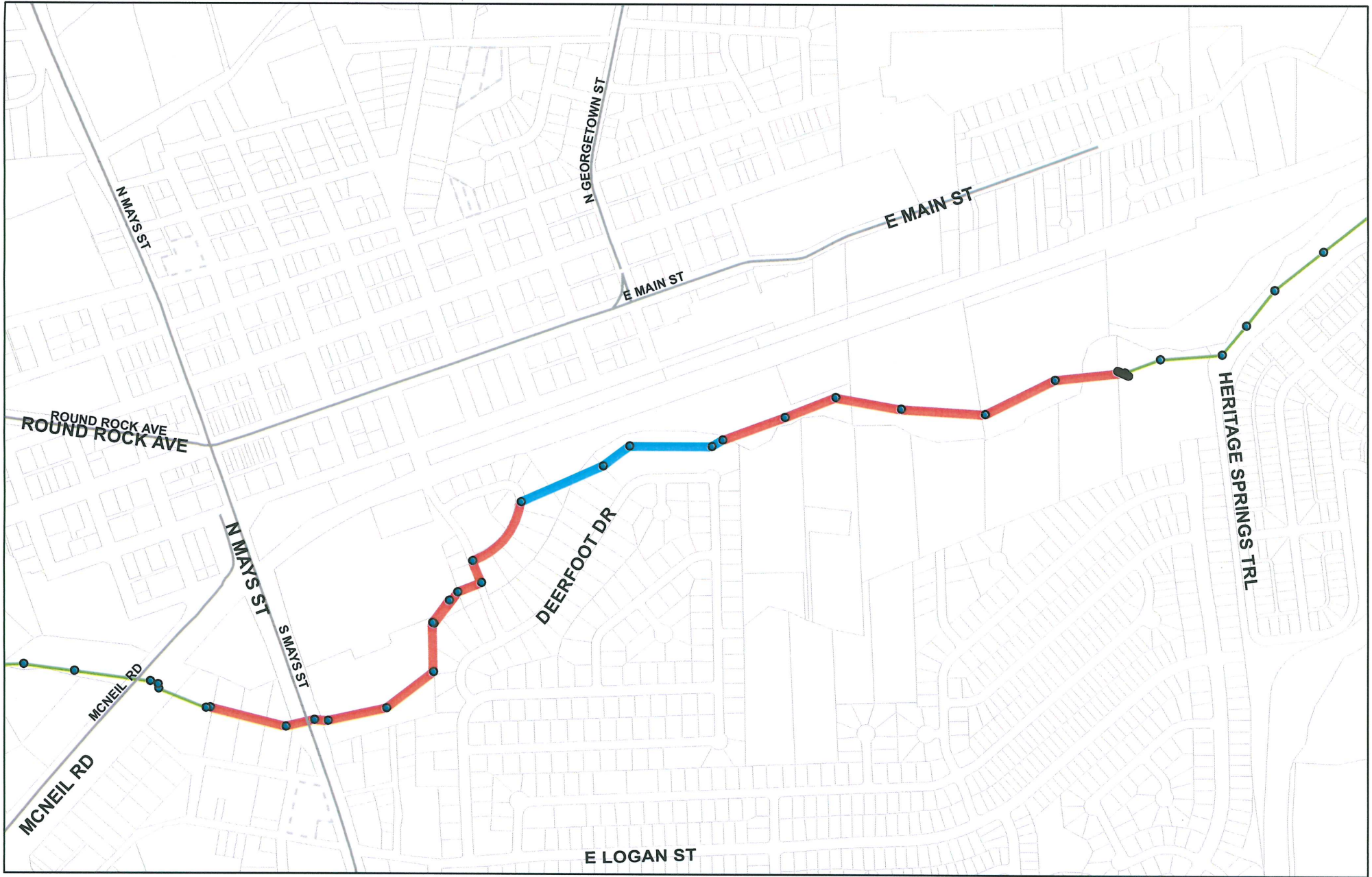
Jesse Penn, P.E.

Bury

Stephanie Blew, P.E.

cc: David Freireich, PE

490 245 0 490 980 1,470 Feet



LAKE CREEK 2 & 3 WASTEWATER LINE UPGRADE PROJECT



- LC 2
- LC 3
- WASTEWATER LINES
- MANHOLES





City of Round Rock

Agenda Item Summary

Agenda Number: G.13

Title: Consider a resolution authorizing the Mayor to execute a Contract with Austin Underground, Inc. for the Purple Sage Drive Culvert Replacement Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/13/2015

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

Cost: \$250,949.00

Indexes: Regional Detention Fund

Attachments: Resolution, Bid Tab, Map

Department: Utilities and Environmental Services

Text of Legislative File 2015-2728

This project was identified during the City's Storm Water Master Plan. The existing culverts consists of multiple Corrugated Metal Pipes that cross under Purple Sage Drive that are in need of replacement to prevent street flooding and damage to existing City infrastructure. The corrugated metal pipes will be replaced with two 6-foot x 5-foot concrete box culverts to adequately convey the storm water and reduce the frequency and depth of flooding in this area.

On July 14, 2015, six bids were submitted and the lowest bid in the amount of \$250,949 was submitted by Austin Underground, Inc. This amount is below the engineer's construction estimate of \$300,000.

Cost: \$250,949.00

Source of Funds: *Regional Detention Fund*

Staff recommends approval.

RESOLUTION NO. R-2015-2728

WHEREAS, the City of Round Rock has duly advertised for bids for the Purple Sage Drive Culvert Replacement Project; and

WHEREAS, Austin Underground, Inc. has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Austin Underground, Inc., Now
Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Austin Underground, Inc. for the Purple Sage Drive Culvert Replacement 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 13th day of August, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

THE CITY OF ROUND ROCK
Utilities & Environmental Services
2008 Enterprise Drive
Round Rock, Texas 78664

BIDS EXTENDED AND CHECKED

BY : Danny Halden & Jorae Rosenthal
DATE : 7/15/2015

BID TABULATION

SHEET: 1 of 2

CONTRACT : Purple Sage Drive Culvert Replacement				Austin Underground, Inc.		Patin Construction, LLC		JKB Construction Co., LLC	
LOCATION : 2008 Enterprise Drive				Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes	
DATE: 7/14/2015 Time: 2:00 PM				Addendum(s)? Yes		Addendum(s)? No		Addendum(s)? Yes	
Project Duration: 75 Calendar Days				Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes	
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT ** PRICE	COST	UNIT PRICE	COST
1	Clearing & Grubbing	1	LS	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$9,000.00	\$9,000.00
2	Remove P.C. Slab	2808	SF	\$2.00	\$5,616.00	\$3.00	\$8,424.00	\$3.00	\$8,424.00
3	Remove P.C. Curb	157	LF	\$9.00	\$1,413.00	\$3.00	\$471.00	\$5.00	\$785.00
4	Street Excavation	128	CY	\$20.00	\$2,560.00	\$30.00	\$3,840.00	\$50.00	\$6,400.00
5	Flexible Base 12"	110	CY	\$110.00	\$12,100.00	\$40.00	\$4,400.00	\$50.00	\$5,500.00
6	HMAC 2" Type D	264	SY	\$23.00	\$6,072.00	\$35.00	\$9,240.00	\$30.00	\$7,920.00
7	Trench Protection	224	LF	\$2.50	\$560.00	\$10.00	\$2,240.00	\$5.00	\$1,120.00
8	Riprap for Wingwall Apron	79	SY	\$130.00	\$10,270.00	\$80.00	\$6,320.00	\$143.00	\$11,297.00
9	Riprap for Flume	27	SY	\$230.00	\$6,210.00	\$80.00	\$2,160.00	\$148.00	\$3,996.00
10	Concrete Curb & Gutter	165	LF	\$42.00	\$6,930.00	\$30.00	\$4,950.00	\$28.00	\$4,620.00
11	Safety End Treatment	1	EA	\$5,200.00	\$5,200.00	\$2,200.00	\$2,200.00	\$3,900.00	\$3,900.00
12	Remove Storm Sewer Pipe	719	LF	\$7.00	\$5,033.00	\$20.00	\$14,380.00	\$20.00	\$14,380.00
13	Waterline Removal	50	LF	\$51.00	\$2,550.00	\$40.00	\$2,000.00	\$105.00	\$5,250.00
14	ACM Handling/Disposal	35	LF	\$38.00	\$1,330.00	\$40.00	\$1,400.00	\$255.00	\$8,925.00
15	Remove/Dispose Gas Pipe	50	LF	\$9.50	\$475.00	\$40.00	\$2,000.00	\$200.00	\$10,000.00
16	PVC C900 Waterline	50	LF	\$95.00	\$4,750.00	\$200.00	\$10,000.00	\$60.00	\$3,000.00
17	Ductile Iron Fittings	0.3	TON	\$1,200.00	\$360.00	\$10,000.00	\$3,000.00	\$6,500.00	\$1,950.00
18	Sch 80 PVC Sleeve	50	LF	\$30.00	\$1,500.00	\$25.00	\$1,250.00	\$50.00	\$2,500.00
19	Concrete Box Culvert	224	LF	\$455.00	\$101,920.00	\$600.00	\$134,400.00	\$335.00	\$75,040.00
20	30" RCP	7	LF	\$290.00	\$2,030.00	\$500.00	\$3,500.00	\$75.00	\$525.00
21	Wingwall (SW-0)	1	EA	\$9,300.00	\$9,300.00	\$5,000.00	\$5,000.00	\$21,800.00	\$21,800.00
22	Wingwall (FW-0)	1	EA	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$17,300.00	\$17,300.00
23	Dry Rock Riprap	139	SY	\$100.00	\$13,900.00	\$70.00	\$9,730.00	\$150.00	\$20,850.00
24	Bermuda Block Sodding	245	SY	\$18.00	\$4,410.00	\$4.00	\$980.00	\$6.00	\$1,470.00
25	Native Seeding	2140	SY	\$6.75	\$14,445.00	\$1.00	\$2,140.00	\$2.00	\$4,280.00
26	Soil Retention Blanket	2140	SY	\$1.75	\$3,745.00	\$2.00	\$4,280.00	\$1.70	\$3,638.00
27	Sediment Containment Dike	10	LF	\$8.00	\$80.00	\$10.00	\$100.00	\$6.00	\$60.00
28	Rock Berm	40	LF	\$36.00	\$1,440.00	\$50.00	\$2,000.00	\$16.00	\$640.00
29	Stabilized Construction Entrance	1	EA	* \$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$1,100.00	\$1,100.00
30	Culvert Railing	100	LF	\$40.00	\$4,000.00	\$100.00	\$10,000.00	\$70.00	\$7,000.00
31	Mobilization	1	LS	\$5,000.00	\$5,000.00	\$14,000.00	\$14,000.00	\$14,500.00	\$14,500.00
32	Traffic Control	1.5	MO	\$2,500.00	\$3,750.00	\$850.00	\$1,275.00	\$7,000.00	\$10,500.00
GRAND TOTAL:				* \$250,949.00		\$274,380.00		\$287,670.00	

* Corrected Upon Bid Tabulation

** No Written Unit Prices on BidForm

THE CITY OF ROUND ROCK
Utilities & Environmental Services
2008 Enterprise Drive
Round Rock, Texas 78664

BIDS EXTENDED AND CHECKED

BY : Danny Halden & Jorae Rosenthal
DATE : 7/15/2015

BID TABULATION

SHEET: 2 of 2

CONTRACT : Purple Sage Drive Culvert Replacement				Whitestone Civil Construction, LLC		Chasco Constructors, Ltd., L.L.P		Central Road & Utility, Ltd.	
LOCATION : 2008 Enterprise Drive				Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes	
DATE: 7/14/2015 Time: 2:00 PM				Addendum(s)? Yes		Addendum(s)? Yes		Addendum(s)? Yes	
Project Duration: 75 Calendar Days				Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes	
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Clearing & Grubbing	1	LS	\$10,000.00	\$10,000.00	\$37,000.00	\$37,000.00	\$7,500.00	\$7,500.00
2	Remove P.C. Slab	2808	SF	\$5.00	\$14,040.00	\$3.00	\$8,424.00	\$7.00	\$19,656.00
3	Remove P.C. Curb	157	LF	\$9.00	\$1,413.00	\$8.00	\$1,256.00	\$25.00	\$3,925.00
4	Street Excavation	128	CY	\$35.00	\$4,480.00	\$130.00	\$16,640.00	\$55.00	\$7,040.00
5	Flexible Base 12"	110	CY	\$95.00	\$10,450.00	\$60.00	\$6,600.00	\$80.00	\$8,800.00
6	HMAC 2" Type D	264	SY	\$23.00	\$6,072.00	\$27.00	\$7,128.00	\$50.00	\$13,200.00
7	Trench Protection	224	LF	\$15.00	\$3,360.00	\$20.00	\$4,480.00	\$5.00	\$1,120.00
8	Riprap for Wingwall Apron	79	SY	\$109.00	\$8,611.00	\$100.00	\$7,900.00	\$110.00	\$8,690.00
9	Riprap for Flume	27	SY	\$110.00	\$2,970.00	\$120.00	\$3,240.00	\$160.00	\$4,320.00
10	Concrete Curb & Gutter	165	LF	\$19.00	\$3,135.00	\$25.00	\$4,125.00	\$50.00	\$8,250.00
11	Safety End Treatment	1	EA	\$4,600.00	\$4,600.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00
12	Remove Storm Sewer Pipe	719	LF	\$26.00	\$18,694.00	\$20.00	\$14,380.00	\$40.00	\$28,760.00
13	Waterline Removal	50	LF	\$18.00	\$900.00	\$50.00	\$2,500.00	\$25.00	\$1,250.00
14	ACM Handling/Disposal	35	LF	\$75.00	\$2,625.00	\$70.00	\$2,450.00	\$200.00	\$7,000.00
15	Remove/Dispose Gas Pipe	50	LF	\$12.00	\$600.00	\$20.00	\$1,000.00	\$25.00	\$1,250.00
16	PVC C900 Waterline	50	LF	\$66.00	\$3,300.00	\$140.00	\$7,000.00	\$70.00	\$3,500.00
17	Ductile Iron Fittings	0.3	TON	\$7,800.00	\$2,340.00	\$2,000.00	\$600.00	\$10,000.00	\$3,000.00
18	Sch 80 PVC Sleeve	50	LF	\$50.00	\$2,500.00	\$60.00	\$3,000.00	\$75.00	\$3,750.00
19	Concrete Box Culvert	224	LF	\$440.00	\$98,560.00	\$600.00	\$134,400.00	\$575.00	\$128,800.00
20	30" RCP	7	LF	\$140.00	\$980.00	\$300.00	\$2,100.00	\$170.00	\$1,190.00
21	Wingwall (SW-0)	1	EA	\$13,852.00	\$13,852.00	\$12,000.00	\$12,000.00	\$15,750.00	\$15,750.00
22	Wingwall (FW-0)	1	EA	\$9,395.00	\$9,395.00	\$13,000.00	\$13,000.00	\$18,000.00	\$18,000.00
23	Dry Rock Riprap	139	SY	\$89.00	\$12,371.00	\$130.00	\$18,070.00	\$150.00	\$20,850.00
24	Bermuda Block Sodding	245	SY	\$16.00	\$3,920.00	\$10.00	\$2,450.00	\$15.00	\$3,675.00
25	Native Seeding	2140	SY	\$5.50	\$11,770.00	\$4.00	\$8,560.00	\$3.00	\$6,420.00
26	Soil Retention Blanket	2140	SY	\$1.55	\$3,317.00	\$2.00	\$4,280.00	\$2.00	\$4,280.00
27	Sediment Containment Dike	10	LF	\$7.20	\$72.00	\$6.00	\$60.00	\$35.00	\$350.00
28	Rock Berm	40	LF	\$27.50	\$1,100.00	\$17.00	\$680.00	\$55.00	\$2,200.00
29	Stabilized Construction Entrance	1	EA	\$1,400.00	\$1,400.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00
30	Culvert Railing	100	LF	\$80.00	\$8,000.00	\$90.00	\$9,000.00	\$125.00	\$12,500.00
31	Mobilization	1	LS	\$19,000.00	\$19,000.00	\$30,000.00	\$30,000.00	\$17,000.00	\$17,000.00
32	Traffic Control	1.5	MO	\$3,232.00	\$4,848.00	\$4,000.00	\$6,000.00	\$7,500.00	\$11,250.00
GRAND TOTAL:				\$288,675.00		\$372,323.00		* \$378,776.00	

* Corrected Upon Bid Tabulation



Date: 2/3/2015



PURPLE SAGE DR. CULVERT PROJECT





City of Round Rock

Agenda Item Summary

Agenda Number: G.14

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with AECOM Technical Services, Inc. for the Dam 101 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/13/2015

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

Cost: \$79,337.00

Indexes: Drainage Fund

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2015-2727

This Engineering Services Contract with AECOM Technical Services, Inc. to continue the preliminary design and analysis work for Dam 101. As described in the Interlocal Agreement (ILA), an "Initial Work" phase contracted to Upper Brushy Creek Water Central Improvement District (UBCWCID) was recently completed. This new contract includes work for the Geophysical Investigation utilizing ERI (electrical resistivity imaging) to provide a rapid cost-effective means of evaluating the subsurface materials. This effort will allow for a more focused drilling effort in the future. Because the proposed dam site is located over the karstic region of the Edwards Aquifer Recharge Zone, great care must be taken to determine the appropriate foundation design.

Dam 101 is a joint project between the UBCWCID and the City to substantially lessen the frequency and depth of flooding along Lake Creek, particularly in the Greater Round Rock West area. The UBCWCID and City signed an ILA that assigned responsibility for coordinating design, construction, and funding of Dam 101 to the City. The UBCWCID is contributing \$6 Million to the project and will operate and maintain the dam when complete. The ILA anticipates a payment of \$2 Million from the UBCWCID before October 1, 2015.

Cost: \$79,337.00

Source of Funds: Drainage Fund

Staff recommends approval.

RESOLUTION NO. R-2015-2727

WHEREAS, the City of Round Rock desires to retain engineering services for the Dam 101 Project; and

WHEREAS, AECOM Technical Services, Inc. has submitted a Contract for Engineering Services to provide said services; and

WHEREAS, the City Council desires to enter into said contract with AECOM Technical Services, 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 AECOM Technical Services, Inc. for the Dam 101 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 13th day of August, 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: AECOM TECHNICAL SERVICES, INC. ("Engineer")
ADDRESS: 9400 Amberglen Boulevard, Austin, TX 78729
PROJECT: Dam 101

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 Seventy-Nine Thousand Three Hundred Thirty-Seven and No/100 Dollars, (\$79,337.00). 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:

Alysha Girard
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 218-6646

Fax Number (512) 218-5536
Email Address agirard@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:

Darrell L. Jones, P.E.
Sr. Project Manager
9400 Amberglen Boulevard
Austin, TX 78729
Telephone Number (512) 419-5897
Fax Number (512) 454-8807
Email Address darrell.jones@aecom.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:

Darrell L. Jones, P.E.
Sr. Project Manager
9400 Amberglen Boulevard
Austin, TX 78729

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

AECOM TECHNICAL SERVICES, 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 will provide the following information and other assistance to the Engineer (Insert Engineer Name) that the City deems appropriate and necessary:

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

EXHIBIT B
Engineering Services

**Proposed AECOM Scope of Work (SOW) - City of Round Rock - Proposed Dam 101
Geophysical Survey to Investigate Foundation of Proposed Dam 101 – Rev 1
June 26, 2015**

BACKGROUND

The City of Round Rock (City) and the Upper Brushy Creek Water Control and Improvement District (District) are jointly pursuing flood control and mitigation projects within the Lake Creek Watershed. The City wishes to design and construct Dam 101 as part of this effort. The purpose of this proposal is to provide the initial geophysical investigation, required as a precursor to the more intrusive boring program, required for the dam's foundation investigation.

GEOPHYSICAL SURVEY APPROACH AND EXECUTION

The objective of the geophysical investigation is to characterize the condition of the karstic, solution-prone limestone bedrock underlying the proposed Dam 101 alignment. The investigation will consist of an electrical resistivity imaging (ERI) survey.

Electrical resistivity imaging (ERI) provides a rapid and cost-effective means of measuring electrical resistivities of subsurface materials. The method relies on the principle that different subsurface materials resist the flow of electrical current to varying degrees.

In general, soil and rock act as electrical insulators and are highly resistive. The flow of electrical current is primarily through moisture-filled pore spaces. The observed resistivity is controlled by the following: rock composition, porosity, permeability, amount of water within the pore spaces, and the concentration of dissolved solids within the pore fluids. Therefore, resistivity measurements yield useful information for the characterization of the stratigraphy, structure, and composition of the subsurface.

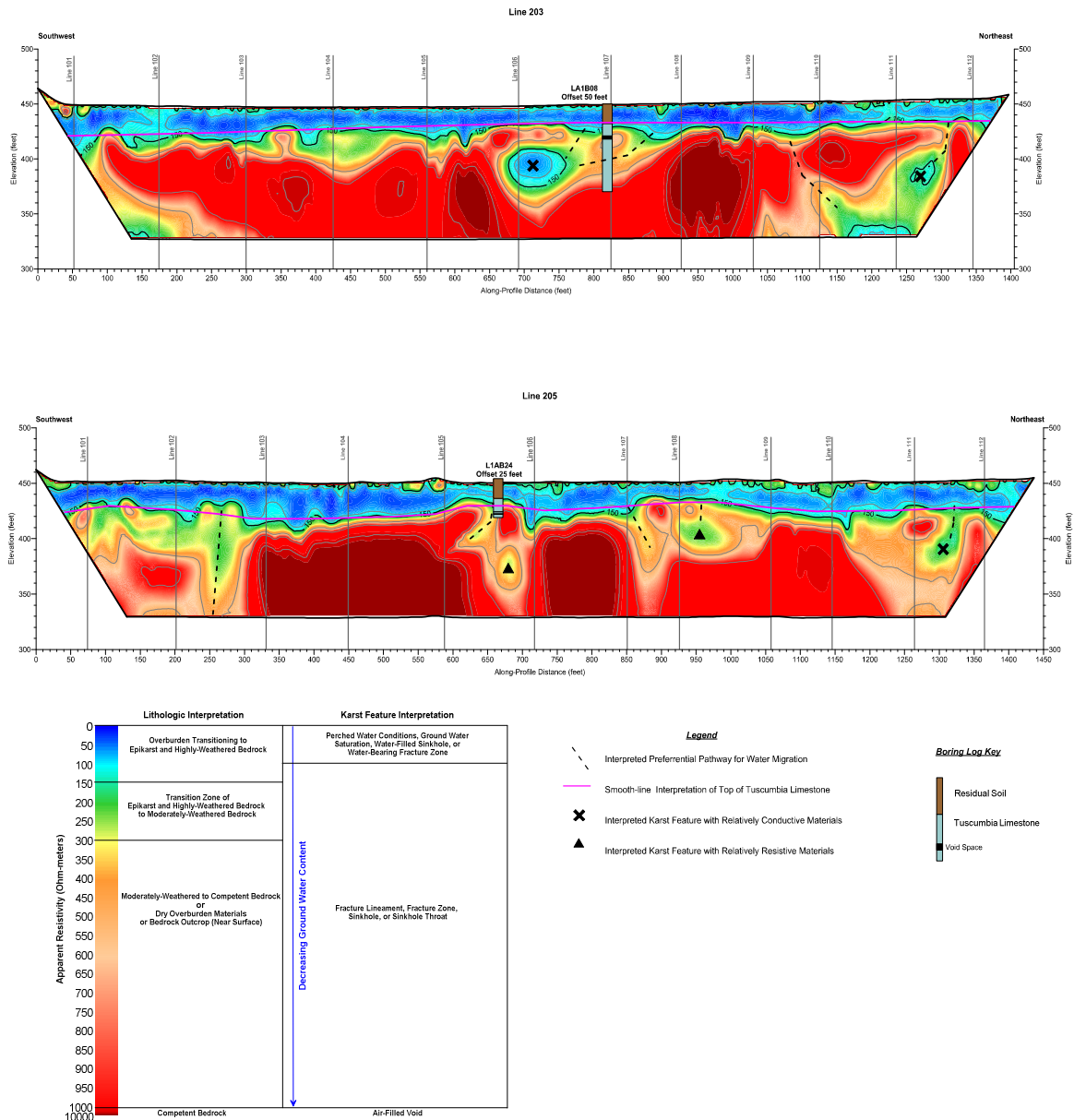
The following physical characteristics of subsurface materials reduce resistivity: increasing water content, increasing groundwater salinity, increasing clay content, and decreasing grain size. If groundwater is present to fill void spaces, the increased porosity in soil and bedrock materials, degree of weathering, and number of fractures in bedrock materials typically result in relatively decreased resistivity values. Conversely, resistivity values typically increase with an increasing degree of compaction or lithification.

A direct current (DC) electrical resistivity survey is conducted by placing two pairs of electrodes in the ground and connecting them to a power source to create a simple electric circuit in the subsurface. An electric current is passed through two of the electrodes (i.e. current electrodes), and the resulting voltage is measured at various locations along the ground surface between a second pair of electrodes (i.e. potential electrodes). Subsurface resistivity values are calculated from the separation and geometry of the electrode positions, the amount of applied current, and the measured voltage across the potential electrodes.

Water-bearing fracture zones, and saturated, mud-filled karstic voids appear on these profiles as low resistivity zones in contrast to surrounding, more resistive, un-fractured and

under-saturated bedrock. Air-filled voids such as conduits and caves will be represented as regions of very high resistivity. An example of an ERI investigation AECOM completed to identify subsurface karst features indicative of potential ground subsidence or preferred pathways for groundwater seepage is shown below.

Figure 1 – Example ERI Results for Delineation of Karst Features



AECOM will collect up to 7,340 feet of ERI data along a series of four transects extending along the axis of the dam as shown on Figure 2 and summarized in Table 1 below.

Line #	Approximate Length of ERI Transects
1	2,650
2	1,650
3	1,740
4	1,300
Sub Total	7,340

Upon completion of the geophysical data collection, AECOM will collect positional data of surveyed locations of the geophysical transect lines. The positional data will be collected using a Trimble ProXH global positioning system (GPS). Real-time differential corrections will be provided by the Wide Area Augmentation System (WAAS), where the resulting differential GPS (DGPS) have a horizontal accuracy of approximately 3 feet. AECOM will utilize available good resolution LiDAR data to provide the required elevation control for the ERI profiles.

Deliverables:

The results of the geophysical investigation will be presented in a report detailing the survey methods, field investigation, and results. The results and relevant site features will be overlain on existing AUTOCAD base map drawings. The results of the ERI survey will be presented as color-contoured profiles. Identifiable sources of interference at the surface will be annotated accordingly on the profiles and site plan. Features indicative of potential karst conditions of concern and the depth to bedrock will be annotated on the map and profiles.

The findings of the geotechnical verification investigation will be summarized in a brief geotechnical summary memorandum that will be included as an appendix to the geophysical report. The geophysical results will be correlated with the results of the complimentary geotechnical boring program. Summary logs of the borings will be included on the respective ERI profile lines.

Electronic copies, including drawings and text, will be issued in PDF format, unless otherwise specified. It is assumed that AECOM will respond to up to one set of client comments. The final report will be issued within approximately one week of receipt of City comments.

COMPLIMENTARY GEOTECHNICAL PROGRAM

The complimentary geotechnical investigation program will include three test holes to confirm the results of the geophysical investigation. The test holes will be advanced using conventional HQ sized hollow stem auger and coring with a total footage of approximately 150 feet or 1 week of drilling whichever is less. The test holes will be used to characterize the soil and subsurface rock properties but also will confirm up to three areas where the geophysical investigation indicates potential karst formations. Soil and rock samples will be taken and stored for future materials testing. The test holes will be logged by a URS geologist.

Soil and rock samples will be sent to a local laboratory for testing. Laboratory testing may include triaxial tests, unconfined compression, consolidation tests, Atterberg Limits, soil

permeability tests and others as needed. Test results which will be presented in the Geotechnical Data Report.

Deliverables:

- Field notes and logs which will be presented in a summary memo, incorporated into the geophysical report.
- Draft and Final Memorandum that will include information obtained from the investigations, including test hole logs and a location map.

ASSUMPTIONS

We make the following assumptions with regards to the geophysical/geotechnical investigations at Dam 101:

- AECOM will have access to the site and be permitted to have a vehicle on-site during scheduled working hours;
- Average weather conditions are assumed for the duration of the field program and we have assumed that the work will not be delayed by extreme weather conditions;
- The field work will require up to five days to complete during a single mobilization;
- No brush clearing or removal will be performed for the investigation;
- No geophysical surveying will be conducted in areas deemed potentially hazardous to personal safety or that are deemed inaccessible with the geophysical instruments;
- Field utility locates will be required prior to the investigation.
- The location of the test holes will be defined based on the preliminary results of the geophysical is completed.
- The field program will be completed without delay and interruption.
- It is assumed that drilling will occur over a one week period.
- A 10 hour work day is assumed.
- The City will be responsible for remitting fees to the WCCF
- The memorandum will be reviewed by the District and not outside agencies.

PROJECT MANAGEMENT

This will consist of project management and meeting time necessary for project setup and execution of the project. This subtask consists of managing and scheduling URS resources and project team members and performing administrative tasks during the execution of the work. This will include the following:

- a) Initial project setup/contract/accounting system;
- b) Health and Safety Plan – for geophysical and boring related activities
- c) Contract Administration
- d) Budget/Schedule Management.
- e) Client Communications

Additional management support as follows:

URS will assist the City prior to the Geotechnical drilling, with coordination with the Williamson County Conservation Foundation. This will include preparing a Geotechnical

Drilling Participation Application for submission by the City, which will include a figure of the number and anticipated locations of proposed borings.

URS will assist the City with Owner communications/coordination via the UBC WCID.

Meetings. It is anticipated that one meeting/conference call will be scheduled after submission of the Draft Report, to review City comments and discuss the results.

PROPOSED SCHEDULE

The field team could to start work preparations within approximately two weeks of receiving notice to proceed as well as permission from landowners to access the property. We anticipate that the geophysical field investigation will require up to five field days to complete using a three man field team.

The complimentary geotechnical boring program will follow the geophysical work. It is being conducted to match schedules and mobilization with the geotechnical investigation at Dam 102, conducted under a separate contracting mechanism. The schedules for completion of the boring program will be better defined as the schedule for 102 is set, but should be completed within approximately 60 days, including sample test results.

The draft report will be issued within three weeks of completion of the combination of geophysical and remaining geotechnical borings and test results.

KEY PERSONNEL

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

TABLE B-1
SUMMARY OF PROPOSED ENGINEERING TEAM PERSONNEL

NAME	TITLE
Jeff Irvin, PE	Project Principal
Darrell Jones, PE	Project Manager
Ed Toms, PE	Principal/Lead Dam Designer
Damien Gonsmann	Project Geologist
Tim King	Project Geophysical Lead

EXHIBIT C

Work Schedule

The schedule below provides approximate durations associated with the anticipated milestones:

Dam 101 Geophysical Investigation

Task	Est. Task Start	Est. Task End
Award	8/13/15	
NTP	8/17/15	
ERI Field Inv	8/31/15	9/4/15
ID Borings for Geotech drilling/ Utility clearance	9/4/15	9/11/15
Geotech field investigation	9/14/15	9/18/15
Lab Test Results (incorp. into design phase)		10/15/15
Field notes / logs	9/21/15	9/29/15
Geotech summary Memo	9/21/15	9/29/15
Draft Tech Memo To City	9/29/15	10/2/15
City Review/Comment	10/5/15	10/9/15
Final Draft Tech Memo	10/9/15	10/16/15

EXHIBIT D

Fee Schedule

AECOM proposes to perform the scope of work described above on a time and materials basis in accordance with mutually-agreed to terms and conditions in a Contract between AECOM Technical Services, Inc. and City of Round Rock. The estimated cost for this work is presented in the table below.

Task	Task Description	Estimated Cost
1	Project Preparation & Mobilization	\$7,430
2	Field Investigation	\$18,428
3	Analysis and Report	\$12,335
4	Project Management	\$5,474
5	Other Direct Costs	\$35,670
Total:		\$79,337

The total estimated cost for this work is \$79,337. A more detailed cost estimate table is available upon request. Please note costs for individual tasks may be exceeded; however, the total project cost will not be exceeded without prior approval from the City.

The cost estimates included in this proposal are valid for three months from the date of submittal. If the proposal is accepted after said period, AECOM reserves the right to review and retain or modify the cost estimate stated herein in order to appropriately reflect changing costs and salaries and similar economic considerations.

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2015

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 Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: LosAngeles.CertRequest@Marsh.Com 06510 -AECOM--15-16 Austin PL 07 2017		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: FAX (A/C, No):															
INSURED AECOM AECOM Technical Services 9400 Amberglen Blvd. Austin, TX 78729		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : N/A</td><td>N/A</td></tr><tr><td>INSURER B : N/A</td><td>N/A</td></tr><tr><td>INSURER C : Illinois Union Insurance Co</td><td>27960</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : N/A	N/A	INSURER B : N/A	N/A	INSURER C : Illinois Union Insurance Co	27960	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A : N/A	N/A																
INSURER B : N/A	N/A																
INSURER C : Illinois Union Insurance Co	27960																
INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES **CERTIFICATE NUMBER:** LOS-001880106-01 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 ***CLAIMS MADE***	10/08/2014	04/01/2016	Per Claim/Agg \$1,000,000 Defense Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Geophysical Survey to Investigate Foundation of Proposed Dam 101;

CERTIFICATE HOLDER

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

CANCELLATION

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
of Marsh Risk & Insurance Services

David Denihan

David Denihan

© 1988-2014 ACORD CORPORATION. All rights reserved.



City of Round Rock

Agenda Item Summary

Agenda Number: G.15

Title: Consider a resolution approving the proposed BCRUA Operating Budget for Fiscal Year 2015-2016.

Type: Resolution

Governing Body: City Council

Agenda Date: 8/13/2015

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

Cost: \$163,982.00

Indexes: Utility Fund

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2015-2725

In 2008, the Cities of Cedar Park, Leander, and Round Rock agreed to jointly pursue a Regional Water System that will ultimately provide an additional 105.8 million gallons per day of potable water to meet future water demands of the Cities based on projected population growth.

This proposed budget provides funding for BCRUA operating expenses for the fiscal year 2015-2016, ending September 30, 2016. Projected expenses are separated into four categories: non-operating expenses, fixed operating expenses for Cities not receiving water, fixed operating expenses for Cities receiving water, and variable operating expenses. These budgeted expenses are allocated to each City based in accordance with Exhibit B of the System Operating Agreement. This budget does not include capital costs and is not funded from bond proceeds; therefore, each City will contribute funding from their respective utility systems.

The total Proposed Operating Budget for the fiscal year 2015-2016 is \$1,612,004, of which Round Rock's portion is \$281,577. Included in the budget is a "fee in lieu of minimum take" in the amount of \$121,682 that Round Rock must pay because we do not plan to take water during fiscal year 2015-2016. This amount is used to reimburse the partner Cities for the additional operating costs that they will incur for taking additional water from the BCRUA plant instead of from their respective water treatment plants.

The budget remains similar to fiscal year 2014-2015, but does reflect an approximate 3% reduction. At this time, staff anticipates that the full BCRUA water system will be back and

fully functional before the new fiscal year begins on October 1, and believes the system will remain able to deliver all required supplies to member Cities throughout the 2015-2016 budget year. It will take another year or two of full year operation before the operating schedule establishes a pattern that will provide for more predictable and accurate budget projections.

The BCRUA Operations Committee has reviewed and approved this budget in July 2016. All three Cities are required to approve the budget with their respective City Councils.

Cost: \$163,982.00

Source of Funds: Utility Fund

Staff recommends approval.

RESOLUTION NO. R-2015-2725

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

WHEREAS, the BCRUA has submitted a proposed annual operating budget for Fiscal Year 2015-2016, and

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

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

That the annual operating budget submitted by and for the Brushy Creek Regional Utility Authority, Inc. for Fiscal Year 2015-2016, 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 13th day of August, 2015.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT "A"

FY 2016 Budget - Final Draft

CODE	FY 2016 BCRUA Op Budget	Non-Operating Expenses	Fixed Operating Expenses for Cities not Receiving Water	Fixed Operating Expenses for Cities Receiving Water	Variable Operating Expenses	FY2015	3.31.15 Act	FY 2016	Cedar Park	Leander	Round Rock	
7510.00	Insurance	100%				\$ 15,600.00	\$ 4,416.86	\$ 15,600.00	\$ 2,335.32	\$ 7,363.20	\$ 5,901.48	
7300.00	Security/Fire/Elevator	100%				4,500.00	308.00	8,200.00	1,227.54	3,870.40	3,102.06	Simplex Grinnell/Elevator Inspect-License/Misc Repairs
7100.00	Gen Manager-Admin Services	100%				111,700.00	55,838.79	111,700.00	16,721.49	52,722.40	42,256.11	GM \$106.7K, Admin \$5K
9300.00	Capital Outlay	100%				25,000.00	-	25,000.00	3,742.50	11,800.00	9,457.50	Chemical Feed System Improvements
9305.00	Desks, Files, Kitchen Appliances, etc.	100%				2,000.00	-	2,000.00	299.40	944.00	756.60	
7215.00	Grounds Maint/Building Maint	100%				20,000.00	1,070.10	23,000.00	3,443.10	10,856.00	8,700.90	HVAC \$4.5K, Mowing \$15K, Misc \$3.5K
7220.00	Irrigation Water at Plant-WW-Solid Waste	100%				10,000.00	3,005.24	11,000.00	1,646.70	5,192.00	4,161.30	\$1,045.44 CTR/\$750.00 Month W/WW
7225.00	TCEQ Admin	100%				100.00	-	100.00	14.97	47.20	37.83	Annual PWS Fee Less 25 Connections = \$100
7230.00	Safety Equip	100%				2,500.00	959.93	3,500.00	523.95	1,652.00	1,324.05	Basic PPE for Employees
7235.00	Treated/Raw Main Maint	100%				48,500.00	-	20,000.00	2,994.00	9,440.00	7,566.00	
7470.00	Audit Fees/Invest/Bank	100%				51,000.00	31,666.60	51,000.00	7,634.70	24,072.00	19,293.30	
7680.00	Legal Services	100%				40,000.00	7,029.30	40,000.00	5,988.00	18,880.00	15,132.00	
7710.00	Computers & Equipment	33%		67%		7,500.00	543.34	10,500.00	4,271.18	4,918.01	1,310.81	Computer/Network Equip/Dahill Contract
7240.00	SCADA/Services	33%		67%		10,000.00	395.00	10,000.00	4,067.79	4,683.82	1,248.39	Misc Contract Services/Hardware
7715.00	Communication/Phones	33%		67%		6,400.00	2,339.43	7,000.00	2,847.45	3,278.67	873.87	
7245.00	Intake Barge Repair/Maint	33%		67%		104,000.00	43,998.75	20,000.00	8,135.58	9,367.64	2,496.78	
7430.00	Accounting/Finance/Personnel	33%		67%		45,000.00	18,440.02	45,000.00	18,305.06	21,077.19	5,617.76	
7101.00	Plant Superintendent 1 FTE		33%	67%		112,291.92	59,414.17	116,223.12	47,277.12	54,436.82	14,509.18	1 FTE, Base X 1.5
7105.00	Administration Assistant (operations)		33%	67%		-	-	-	-	-	-	
7110.00	Small Tools/Equipment		33%	67%		5,000.00	-	7,500.00	3,050.84	3,512.87	936.29	
7115.00	Office/Building Supplies		33%	67%		6,000.00	557.59	7,000.00	2,847.45	3,278.67	873.87	General Office Supplies/Paper/Toner/Pens...
7120.00	Plant Winterization Supplies		33%	67%		1,000.00	-	2,000.00	813.56	936.76	249.68	
7720.00	Miscellaneous Expenses		33%	67%		1,000.00	17.00	2,000.00	813.56	936.76	249.68	
7000.00	Plant Operators 3 FTE			100%		195,212.16	100,772.24	200,091.84	106,728.99	93,362.85	-	3 FTEs, Base X 1.5
7005.00	Maintenance Technician			100%		-	-	-	-	-	-	
7010.00	Treatment Materials/Supplies			100%		30,000.00	825.22	30,000.00	16,002.00	13,998.00	-	Misc repair parts/services
7015.00	Vehicle Repairs/Maint			100%		4,000.00	81.55	4,000.00	2,133.60	1,866.40	-	2 Truck/1 UTV/Backhoe
7020.00	Contract Services (Lab Services)			100%		11,300.00	-	15,000.00	8,001.00	6,999.00	-	Annual/1/4 TCEQ Sampling, VOC, TOC, Bact's
7020.50	Laboratory Supplies			100%		20,500.00	-	20,000.00	10,668.00	9,332.00	-	Equipment Maint/Reagents/Misc Supplies for Lab
7025.00	Fuel and Oil			100%		5,000.00	-	5,000.00	2,667.00	2,333.00	-	2 Trucks/1 UTV's Gas/Backhoe
7030.00	Janitorial Facility Maint			100%		5,600.00	-	6,900.00	3,680.46	3,219.54	-	1 X Clean per week @ \$575.00 Mo, Misc Supplies
7035.00	Equip Facility Maint			100%		25,000.00	361.92	25,000.00	13,335.00	11,665.00	-	Misc Maint/Repairs
7040.00	Schools/Training			100%		7,500.00	-	7,500.00	4,000.50	3,499.50	-	
7045.00	License and Membership Dues			100%		2,000.00	111.00	2,000.00	1,066.80	933.20	-	TWUA/AWWA etc...
7050.00	Uniforms			100%		3,600.00	1,358.68	3,200.00	1,706.88	1,493.12	-	Uniforms
7200.00	Power-Pumping Raw/Treated/Lift Stations				100%	500,000.00	22,185.65	500,000.00	266,700.00	233,300.00	-	
7205.00	Chemicals				100%	155,000.00	-	185,000.00	98,679.00	86,321.00	-	
7210.00	Sludge Disposal				100%	23,500.00	-	23,500.00	12,534.90	10,965.10	-	\$550.00 per Roll Off .75 per week
9310.00	Contingency					46,489.20	24,438.40	46,489.20	6,592.17	21,970.80	17,926.24	
Total Annual						\$ 1,663,793	\$ 380,135	\$ 1,612,004	\$ 693,498	\$ 754,525	\$ 163,982	

Reserve Operating Account
LESS: FY15 Reserve Budget
Reserve Adjustment for FY16

Round Rock Fee in Lieu of Min. Take
Total Operating Budget

FY 2016 Debt Service Budget

Total Operating and Debt Service Budget

\$ 403,001	\$ 173,375	\$ 188,631	\$ 40,996
(415,948)	(176,135)	(194,731)	(45,083)
(12,947)	(2,760)	(6,100)	(4,087)
(121,682)			121,682
1,599,057	569,056	748,425	281,577
\$ 11,809,880	\$ 1,443,112	\$ 6,047,311	\$ 4,319,457
\$ 13,408,937	\$ 2,012,168	\$ 6,795,736	\$ 4,601,034

BCRUA Project Reserved Capacity Allocation

Cedar Park	14.97%
Leander	47.20%
Round Rock	37.83%

Capacity Allocation for Cities Receiving Water

Cedar Park	53.34%
Leander	46.66%
Round Rock	0.00%

Ultimate Capacity Allocation

Cedar Park	14.18%
Leander	47.26%
Round Rock	38.56%

Round Rock Fee in Lieu of Minimum Take Calculation

BCRUA FY16 Gallons Treated (5MGD x 365)	1,825,000,000
BCRUA FY16 WTP O&M Expenses (minus amount paid by RR)	1,448,022
BCRUA Cost per 1,000 gal.	\$0.79
Cedar Park FY14 WTP O&M Expenses (minus raw water)	2,185,155
Cedar Park FY14 Gallons Treated	4,036,780,000
Cedar Park Cost per 1,000 gal.	\$0.54
Difference in BCRUA and CP Cost per 1,000 gal.	\$0.25
Round Rock Minimum Annual Take in gallons	486,727,500
Round Rock Fee in Lieu of Minimum Take	\$121,682



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider Executive Session as authorized by §551.087 and §551.072 Government Code, to deliberate the offer of a financial or other incentive to encourage economic development in the City and related to the City's property located at 115 E. Bagdad.

Type: Executive Session

Governing Body: City Council

Agenda Date: 8/13/2015

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File 2015-2760