



City of Round Rock

City Council

Meeting Agenda

Alan McGraw, Mayor
Craig Morgan, Mayor Pro-Tem, Place 1
Rene Flores, Place 2
Frank Leffingwell, Place 3
Will Peckham, Place 4
Writ Baese, Place 5
Kris Whitfield, Place 6

Thursday, January 12, 2017

7:00 PM

City Council Chambers, 221 East Main St.

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

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

Any citizen wishing to speak during citizen communication regarding an item on or off the agenda may do so after completing the required registration card. All comments must be no more than 3 minutes in length. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council. The Mayor may deny any presenter the opportunity to address the City Council if the presentation or comments offered is substantially repetitive of those previous made, per §2-26(b)(d), of the Round Rock Code of Ordinances, 2010 Edition.

E. PROCLAMATIONS:

- E.1 [2017-4075](#) [Consider proclaiming January 2017 as "National Mentoring Month" in the City of Round Rock.](#)

F. APPROVAL OF MINUTES:

- F.1 [2017-4076](#) [Consider approval of the minutes for the December 15, 2016 City Council meeting.](#)

G. ORDINANCES:

- G.1 [2017-4069](#) [Consider an ordinance annexing 36.95 acres at Gattis School Road and Westview Drive \("Westview Annexation"\). \(Second Reading\)](#)

H. RESOLUTIONS:

- H.1 [2017-4041](#) [Consider a resolution setting a date, time and place for a public hearing on the creation of the La Frontera Redevelopment Public Improvement District; and authorizing publication of a notice of said hearing.](#)
- H.2 [2017-4032](#) [Consider a resolution authorizing the Mayor to execute a Contract with Cash Construction for the Southwest Downtown District Infrastructure Improvements - Phase 5B Project.](#)
- H.3 [2017-4033](#) [Consider a resolution authorizing the Mayor to execute a Contract with Patin Construction, LLC for the 2014 Sidewalk Gap Project.](#)
- H.4 [2017-4062](#) [Consider a resolution authorizing the Mayor to execute a Contract with D&S Concrete Contractors for the Kensington Channel Improvements Project.](#)
- H.5 [2017-4064](#) [Consider a resolution authorizing the Mayor to execute a Contract with Myers Concrete Construction for the Hester's Crossing Channel Improvements Project.](#)
- H.6 [2017-4072](#) [Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the Interlocal Agreement Regarding Use of Construction Cost Savings From Phase 1A of the BCRUA Regional Water Treatment and Distribution Project.](#)
- H.7 [2017-4073](#) [Consider a resolution authorizing the Mayor to execute a Demand Response Enrollment Agreement with NRG Curtailment Solutions, Inc. for participation in the demand response program.](#)
- H.8 [2017-4031](#) [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No.3 with Joeris General Contractors. Ltd. for the Old Settlers Park Multi-Purpose Sports Field Complex Project.](#)
- H.9 [2017-4070](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to Vermeer Texas-Louisiana for a Horizontal Grinder and Accessories.](#)
- H.10 [2017-4071](#) [Consider a resolution authorizing the Mayor to execute Supplemental No. 1 to a Consulting Services Agreement with Karl Kietzke for building consulting services for construction projects.](#)
- H.11 [2017-4077](#) [Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Rock Engineering & Testing Laboratory, Inc for construction material testing services for the Public Safety Training Facility Project.](#)

I. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

J. EXECUTIVE SESSION:

- J.1 [2017-4097](#) [Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property located at 416 and 420 N. Mays Streets, Round Rock, Texas.](#)
- J.2 [2017-4098](#) [Consider Executive Session as authorized by §551.072, Government Code, to deliberate the purchase of and/or value of the leasehold interest of the Chamber of Commerce building at 212 E. Main Street.](#)

K. ACTION RELATIVE TO EXECUTIVE SESSION:

- K.1 [2017-4099](#) [Consider possible action authorizing the City Manager to sign a Letter of Intent regarding purchase of the leasehold interest in the Chamber of Commerce building located at 212 E. Main Street.](#)

L. ADJOURNMENT

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

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

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on this 6th day of January 2017 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Sara L. White, TRMC, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider proclaiming January 2017 as "National Mentoring Month" in the City of Round Rock.

Type: Proclamation

Governing Body: City Council

Agenda Date: 1/12/2017

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2017-4075

WHEREAS, youth mentoring is recognized as a powerful youth development strategy, offering guidance, support, and encouragement to help young people become responsible, productive adults; and

WHEREAS, strong mentoring programs help young people stay in school and improve academically, boost self-esteem and communication skills, and improve chances of going on to higher education; and

WHEREAS, the demand for mentoring far exceeds the number of adults who volunteer to become mentors; and

WHEREAS, the Round Rock Independent School District's STARS Mentoring Program brings together caring adults and young people who need positive role models;

NOW, THEREFORE, I, ALAN MCGRAW, Mayor of the City of Round Rock, Texas, do hereby proclaim January 2017 as

"NATIONAL MENTORING MONTH"

In the City of Round Rock and encourage Round Rock citizens to commend our committed mentors and consider making a difference themselves by signing up to mentor a student.

PROCLAIMED this 12th day of January, 2017.



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the December 15, 2016 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 1/12/2017

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 121516 Draft Minutes

Department: City Clerk's Office

Text of Legislative File 2017-4076



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, December 15, 2016

CALL REGULAR SESSION TO ORDER – 5:00 P.M.

The Round Rock City Council met in regular session on December 15, 2016 in the City Council Chambers, located at 221 E. Main Street, Round Rock. Mayor McGraw called the meeting to order at 5:01 p.m.

ROLL CALL

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

Absent: 0

PLEDGES OF ALLEGIANCE

*Mayor McGraw, and a group of Boy Scouts led the following Pledges of Allegiance:
United States
Texas*

CITIZEN COMMUNICATION

*Charlotte Barbini, 1700 West Creek Loop, spoke regarding the Baca Center holiday program
Jesse Carson of Austin, spoke to the City Council regarding Black History Month activities in January.
Chuck Freeman, 401 Teravista Parkway, spoke to the City Council regarding upcoming Black History Monday activities.
John Martin, 122 Chandler Pointe Loop, spoke to the City Council regarding the proposed Kalahari project and concerns he has about the project.*

CONSENT AGENDA:

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

- E.1** [2016-4008](#) Consider approval of the minutes for the November 22, 2016 and December 1, 2016 City Council meetings.
The Minutes were approved under the consent agenda.
- E.2** [2016-3984](#) Consider an ordinance readopting Chapter 24, Article II, Code of Ordinances (2010 Edition), regarding youth curfew regulations. (Second Reading)
This Ordinance was approved under the consent agenda.
- E.3** [2016-3988](#) Consider a resolution authorizing the renewal of the Administrative Services Agreement with Aetna for stop loss insurance coverage for the period of January 1, 2017 through December 31, 2017.
This Resolution was approved under the consent agenda.
- E.4** [2016-4036](#) Consider a resolution authorizing the Mayor to execute the Second Amendment to the Administration and Funding Agreement for the City of Round Rock Economic Development Program with the Round Rock Chamber of Commerce and the Round Rock Transportation and Economic Development Corporation.
This Resolution was approved under the consent agenda.

PUBLIC HEARINGS:

- F.1** [2016-4028](#) Consider public testimony regarding the 2015-2016 CDBG Consolidated Annual Performance Evaluation Report (CAPER).
Raynesha Hudnell, CDBG Coordinator, made the staff presentation.
Mayor McGraw opened the hearing for public testimony.
There being none, the public hearing was closed.

STAFF PRESENTATIONS:

- G.1** [2016-4052](#) Consider a presentation regarding the proposed Kalahari Resort Hotel and Convention Center and the agreements related thereto.

Brooks Bennett, Assistant City Manager, made the staff presentation.

RESOLUTIONS:

- H.1** [2016-4010](#) Consider a resolution establishing an economic development program to encourage the development of a Kalahari Resort Hotel and Convention Center on approximately 351 acres.

Steve Sheets, City Attorney made the staff presentation.

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

Aye: 7 - Mayor McGraw
 Mayor Pro-Tem Morgan
 Councilmember Leffingwell
 Councilmember Flores
 Councilmember Peckham
 Councilmember Baese
 Councilmember Whitfield

Nay: 0

Absent: 0

- H.2** [2016-4012](#) Consider a resolution authorizing the Mayor to execute an Economic Development Program Agreement with the Round Rock Transportation and Economic Development Corporation, KR Acquisitions, LLC, and KR CC, Inc. to establish performance based financial incentives for the development of a Kalahari Resort Hotel and Convention Center on approximately 351 acres.

Steve Sheets, City Attorney made the staff presentation.

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

Aye: 7 - Mayor McGraw
 Mayor Pro-Tem Morgan
 Councilmember Leffingwell
 Councilmember Flores
 Councilmember Peckham
 Councilmember Baese
 Councilmember Whitfield

Nay: 0

Absent: 0

H.3 [2016-4013](#)

Consider a resolution authorizing the Mayor to execute a Master Development Agreement with the Round Rock Transportation and Economic Development Corporation, KR Acquisitions, LLC, and KR CC, Inc. to establish the terms and conditions for the planning, design, construction, development, and financing of the Kalahari Resort Hotel and Convention Center and related public infrastructure improvements.

Steve Sheets, City Attorney made the staff presentation.

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

Aye: 7 - Mayor McGraw
 Mayor Pro-Tem Morgan
 Councilmember Leffingwell
 Councilmember Flores
 Councilmember Peckham
 Councilmember Baese
 Councilmember Whitfield

Nay: 0

Absent: 0

H.4 [2016-4014](#)

Consider a resolution authorizing the Mayor to execute an Assignment and Assumption and Lease-Back Agreement with KR CC, Inc. related to the purchase of approximately 351 acres of land made up of the Bison Tract, the Krienke Tract, and the Keller Tract.

Steve Sheets, City Attorney made the staff presentation.

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

Aye: 7 - Mayor McGraw
 Mayor Pro-Tem Morgan
 Councilmember Leffingwell
 Councilmember Flores
 Councilmember Peckham
 Councilmember Baese
 Councilmember Whitfield

Nay: 0

Absent: 0

H.5 [2016-4015](#)

Consider a resolution authorizing the Mayor to execute a Ground Lease with KR CC, Inc. for the lease of approximately 351 acres for the development of a Kalahari Resort Hotel and Convention Center.

Steve Sheets, City Attorney 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 Morgan
 Councilmember Leffingwell
 Councilmember Flores
 Councilmember Peckham
 Councilmember Baese
 Councilmember Whitfield

Nay: 0

Absent: 0

H.6 [2016-4020](#)

Consider a resolution authorizing the Mayor to execute a Memorandum of the Ground Lease with KR CC, Inc.

Steve Sheets, City Attorney made the staff presentation.

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

Aye: 7 - Mayor McGraw
 Mayor Pro-Tem Morgan
 Councilmember Leffingwell
 Councilmember Flores
 Councilmember Peckham
 Councilmember Baese
 Councilmember Whitfield

Nay: 0

Absent: 0

H.7 [2016-4021](#)

Consider a resolution authorizing the Mayor to execute a Landlord Consent and Estoppel Agreement with KR CC, LLC and the Bank of Wisconsin Dells related to the Ground Lease.

Steve Sheets, City Attorney made the staff presentation.

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

H.8 [2016-4022](#)

Consider a resolution authorizing the Mayor, City Manager, and/or the City Attorney to execute any and all standard closing documents necessary for the purchase of approximately 132 acres known as the Bison Tract.

Steve Sheets, City Attorney made the staff presentation.

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

H.9 [2016-4023](#)

Consider a resolution authorizing the Mayor, City Manager, and/or the City Attorney to execute any and all standard closing documents necessary for the purchase of approximately 155 acres known as the Krienke Tract.

Steve Sheets, City Attorney made the staff presentation.

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

H.10 [2016-4024](#)

Consider a resolution authorizing the Mayor, City Manager, and/or the City Attorney to execute any and all standard closing documents necessary for the purchase of 60 acres known as the Keller/Johnson Tract.

Steve Sheets, City Attorney made the staff presentation.

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

Aye: 7 - Mayor McGraw
Mayor Pro-Tem Morgan
Councilmember Leffingwell
Councilmember Flores
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**ADJOURNMENT**

There being no further business, the meeting was adjourned at 5:52 p.m.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider an ordinance annexing 36.95 acres at Gattis School Road and Westview Drive ("Westview Annexation"). (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 1/12/2017

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A

Department: Planning and Development Services Department

Text of Legislative File 2017-4069

The City Council directed staff to prepare a service plan for the annexation of the area along Gattis School Road at their meeting on October 27, 2016. The service plan was prepared and the required notifications were made. The first public hearing on the annexation was held on December 1, 2016 and the second public hearing was held on December 13, 2016.

The first ordinance reading was the initiation of the annexation process. This second ordinance reading will complete the annexation. City services will be provided according to the terms of the service plan, which is contained in the ordinance. Police, fire and emergency services will be provided immediately upon annexation. Water and wastewater services will be provided within two and one-half years, if not sooner.

Staff recommends approval.

ORDINANCE NO. O-2017-4069

AN ORDINANCE ANNEXING CERTAIN HEREINAFTER-DESCRIBED ADJACENT AND CONTIGUOUS TERRITORY TO THE CITY OF ROUND ROCK, TEXAS, TO-WIT: 36.95 ACRES DESCRIBED IN EXHIBIT "A", ALL OF SAID PROPERTY BEING SITUATED IN WILLIAMSON COUNTY, TEXAS, AND ALL ADJACENT ROADWAYS BEING FOR ANNEXATION; EXTENDING THE BOUNDARY LIMITS OF ROUND ROCK SO AS TO INCLUDE SAID PROPERTY WITHIN ROUND ROCK'S CITY LIMITS; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING THAT SUCH PROPERTY 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, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY NOW IN EFFECT AND THOSE WHICH ARE HEREINAFTER ADOPTED; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City of Round Rock, Texas is a duly constituted home-rule municipality and, as such, is authorized to unilaterally annex territory subject to the laws of the State of Texas and subject to its Charter; and

WHEREAS, a determination has been made that the following described territory should be unilaterally annexed: a tract of land containing 36.95 acres of land, (the "Property"), said Property being situated in Williamson County, Texas, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference for all purposes; and

WHEREAS, the procedures prescribed by the Charter of the City of Round Rock and the applicable laws of the State of Texas have been duly followed with respect to the Property; and

WHEREAS, the City Council of the City of Round Rock by resolution directed the City's Planning Director to prepare a service plan that provided for the extension of full municipal services to the Property, and such service plan was duly prepared; and

WHEREAS, the City complied with all statutory provisions requiring notice to property owners in the area proposed for annexation, to public entities providing services in the area proposed for annexation, to private entities providing services in the area proposed for annexation, to railroads with rights-of-way in the area proposed for annexation, and to each public school district in the area proposed for annexation; and

WHEREAS, the City complied with all statutory provisions requiring newspaper publication of the first of two statutorily-required public hearings by causing notice to be published in the Round Rock Leader newspaper on November 19, 2016; and

WHEREAS, the City complied with all statutory provisions requiring newspaper publication of the second of two statutorily-required public hearings by causing notice to be published in the Round Rock Leader newspaper on December 3, 2016; and

WHEREAS, the City complied with all statutory provisions requiring website posting of such first and second public hearings; and

WHEREAS, the City Council of the City of Round Rock held the first public hearing concerning annexation of the Property, following lawful posting and publication, on December 1, 2016; and

WHEREAS, the City Council of the City of Round Rock held the second public hearing concerning annexation of the Property, following lawful posting and publication, on December 13, 2016; and

WHEREAS, after considering the public testimony received at each such hearing, the City Council of the City of Round Rock determines that annexation of the Property is proper in all respects and that such action is in the best interests of the community and its citizens; and

WHEREAS, the City Council of the City of Round Rock finds that each and every requirement of law concerning public notices, hearings, and other procedural matters has been fully complied with; and

WHEREAS, the City Council of the City of Round Rock determines that the Property for annexation which is more fully described in Exhibit “A” should be annexed; Now, therefore,

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

I.

That all of the above recitations are found to be true and correct and are incorporated into the body of this Ordinance.

II.

That the property described in the attached Exhibit “A”, together with all adjacent roadways, be and is hereby annexed and brought within the corporate limits of the City of Round Rock, Texas, and same is hereby made an integral part hereof; and that the boundary limits of the City of Round Rock be and the same are hereby extended to include the above-described territory within the city limits of the City of Round Rock, and the same shall hereafter be included within the territorial limits of the City of Round Rock.

III.

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

IV.

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

V.

That the Service Plan providing for extension of municipal services to the areas proposed to be annexed, attached hereto and incorporated herein as Exhibit "B", is hereby approved.

VI.

That the appropriate city official of the City of Round Rock 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 the City Clerk is hereby directed and authorized to file a certified copy of this Ordinance in the Office of the County Clerks of Williamson County, Texas and Travis County, Texas.

VIII.

That this Ordinance shall become effective after its passage.

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 thereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

READ and **APPROVED** on first reading this the 10th day of January, 2017.

READ, APPROVED and **ADOPTED** on second reading this the 12th day of January, 2017.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT



"A"

Gattis School Rd

Westview Dr

Areas to be annexed
approx 36.95 ac.

Legend

-  Area to be annexed
-  City Limits





City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider a resolution setting a date, time and place for a public hearing on the creation of the La Frontera Redevelopment Public Improvement District; and authorizing publication of a notice of said hearing.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/12/2017

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Resolution

Department: Planning and Development Services Department

Text of Legislative File 2017-4041

The creation of this District ensures proportional responsibility of the funding for offsite wastewater line upgrades. The City analyzed the downstream Lake Creek basin relative to the fully developed condition for wastewater. The proportional contribution of this development is based on the former Garden Ridge building to the increased demand of future retail and restaurant uses. The proportional total from the district shall not exceed one hundred ninety eighty thousand, four hundred dollars (\$198,400.00) this money will be coupled with other funding sources to upsize several thousand feet of wastewater lines for 8' to 10', from 10' to 12', and from 10' to 15'.

Staff recommends approval.

RESOLUTION NO. R-2017-4041

A RESOLUTION SETTING A DATE, TIME AND PLACE FOR A PUBLIC HEARING ON THE CREATION OF THE LA FRONTERA REDEVELOPMENT PUBLIC IMPROVEMENT DISTRICT; AND AUTHORIZING PUBLICATION OF NOTICE OF SAID HEARING.

WHEREAS, a petition regarding the creation and establishment of the La Frontera Redevelopment Public Improvement District has been submitted to the City, and

WHEREAS, the City desires to call a public hearing to consider the creation of the La Frontera Redevelopment Public Improvement District, Now Therefore

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

I.

That a public hearing regarding the creation and establishment of the La Frontera Redevelopment Public Improvement District shall be held before the City Council of the City of Round Rock, Texas on the 23rd day of February, 2017 at 7:00 p.m. in the City Council Chambers at 221 East Main Street, Round Rock, Texas 78664.

II.

That the City Clerk is directed to give proper notice of the hearing as required by Section 372.009 of the 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 12th day of January, 2017.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider a resolution authorizing the Mayor to execute a Contract with Cash Construction for the Southwest Downtown District Infrastructure Improvements - Phase 5B Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/12/2017

Dept Director: Gary Hudder, Transportation Director

Cost: \$4,315,214.00

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

Attachments: Resolution, Bid Tab, Bid Award Letter, Form 1295, Site Layout Sheet

Department: Transportation Department

Text of Legislative File 2017-4032

The Southwest Downtown Infrastructure Improvements Project - Phase 5B (SWDT-5B), which is a continuation of the on-going downtown enhancements, was formally accepted by the City in February 2005 as part of the Southwest Downtown Master Plan.

The SWDT-5B Project will improve and develop Bagdad Avenue, McNeil Road, Florence Street, and Blair Street (See attached Site Plan) to provide residents with better access to adjoining businesses and downtown Round Rock. This project includes improvements to water, wastewater, stormwater, dry utility infrastructure, roadway, landscape and pedestrian facilities.

The City of Round Rock Transportation Department advertised the SWDT-5B Project from 09/03/2016 to 09/24/2016, and held a bid opening on September 28th, 2016. Three(3) sealed bids were received and read aloud. Bids ranged between \$4,315,214.00 and \$4,597,746.25, with an apparent low bid submitted by Cash Construction at \$4,315,214.00.

After careful review, the Transportation Department staff recommends approval of award to Cash Construction for the Southwest Downtown Infrastructure Improvements Project - Phase 5B.

Cost: \$4,315,214.00

Source of Funds: RR Transportation and Economic Development Corporation

Staff recommends approval.

RESOLUTION NO. R-2017-4302

WHEREAS, the City of Round Rock has duly advertised for bids for the Southwest Downtown District Infrastructure Improvements – Phase 5B Project; and

WHEREAS, Cash Construction Company has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Cash Construction Company, Now
Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Cash Construction Company for the Southwest Downtown District Infrastructure Improvements – Phase 5B 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 12th day of January, 2017.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

BID TABULATION
SOUTHWEST DOWNTOWN DISTRICT INFRASTRUCTURE IMPROVEMENTS - PHASE 5B
 Round Rock, Texas

THE CITY OF ROUND ROCK Infrastructure Development and Construction Management Project Manager: Todd Keltgen 2008 Enterprise Dr. Round Rock, Texas. 78664 (512) 218-5555				BY: Page DATE: 9/29/2016					
				Patin Construction LLC Jimmy Patin 3800 W. 2nd Street Taylor, TX 76574 512-269-1071 jimmy@patincon.com		Smith Contracting Co Hunter Smith 15308 Ginger Street Austin, TX 78728 512-990-7640 huntersmith @smithcontinc.com		Cash Construction - H.H. Dickehut, III 217 Kingston Lane Pflugerville, TX 78660 512-251-7872 ace@ccctex.com	
				Statement of Safety? Y		Statement of Safety? Y		Statement of Safety? Y	
				Addendum(s) Y		Addendum(s) Y		Addendum(s) Y	
				Bid Bond? Y		Bid Bond? Y		Bid Bond? Y	
				Patin		Smith		Cash	
ITEM #	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1-500-6001	TxDOT Mobilization	LS	1	\$65,000.00	\$65,000.00	\$40,000.00	\$40,000.00	\$15,000.00	\$15,000.00
2-104-6029	Remove P.C. Concrete Curb and Gutter and Properly Dispose Offsite	LF	4,265	\$5.00	\$21,325.00	\$5.00	\$21,325.00	\$5.00	\$21,325.00
3-104-6001	Remove P.C. Concrete Sidewalks and Driveways, and other Miscellaneous Concrete Appurtenances and Properly Dispose Offsite	SF	18,116	\$5.00	\$90,580.00	\$3.00	\$54,348.00	\$1.00	\$18,116.00
4-529-6007	P.C. Reinforced Concrete Curb and Gutter	LF	4,776	\$25.00	\$119,400.00	\$20.00	\$95,520.00	\$24.00	\$114,624.00
5-530-6004	P.C. Reinforced Concrete Driveway	SY	1,230	\$100.00	\$123,000.00	\$110.00	\$135,300.00	\$60.00	\$73,800.00
6-528-6004	Concrete Paver Units for Sidewalk (Paver Section): Sidewalk Unit (2-3/8" thick) with 1" Sand, 6" min. 2 sack Cement Stabilized Crushed Limestone Flexible Base, and 6" Re-Compacted Moisture Conditioned Subgrade	SY	3,537	\$65.00	\$229,905.00	\$75.00	\$265,275.00	\$58.00	\$205,146.00
7-528-6004	Concrete Paver Units for Sidewalk Curb Ramps with 1" Sand, 6" Cement Stabilized Crushed Limestone Flexible Base, and 6" Re-Compacted Moisture Conditioned Subgrade, including contrasting detectable warning unit pavers	SY	115	\$80.00	\$9,200.00	\$90.00	\$10,350.00	\$100.00	\$11,500.00
8-531-6042	Portland Cement Reinforced Concrete Sidewalks to 4-Inch Thickness, (as needed to match existing sidewalk on-site for each address at ROW)	SY	30	\$75.00	\$2,250.00	\$75.00	\$2,250.00	\$85.00	\$2,550.00
9-529-6033	P.C. Reinforced Concrete Retainer Curb, Type A, Including Tree Wells	LF	2,203	\$45.00	\$99,135.00	\$25.00	\$55,075.00	\$75.00	\$165,225.00
10-529-6033	12" Retainer Curb with Mortared Rock Limestone Block (6"x6"x up to 24") Wall, with mortared joints up to 3-feet tall, including foundation, (measured by lineal foot of retainer curb) complete in place per lineal foot	LF	860	\$68.00	\$58,480.00	\$74.00	\$63,640.00	\$86.00	\$73,960.00

BID TABULATION
SOUTHWEST DOWNTOWN DISTRICT INFRASTRUCTURE IMPROVEMENTS - PHASE 5B
Round Rock, Texas

ITEM #	ITEM DESCRIPTION	UNIT	APPROX. QTY.	Patin		Smith		Cash	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
11-423-6015	Turndown Mortared Rock Limestone Block (6"x6"x up to 24") Wall, with mortared joints up to 3-feet tall, including foundation, (measured square feet of face of block) complete in place per square foot	SF	924	\$23.00	\$21,252.00	\$80.00	\$73,920.00	\$45.00	\$41,580.00
12-531-6032	Portland Cement Reinforced Concrete, 5'x5' landing with steps and Handrail, access door at existing building that are constructed within ROW	EA	3	\$8,500.00	\$25,500.00	\$14,000.00	\$42,000.00	\$3,000.00	\$9,000.00
13-531-6032	Portland Cement Reinforced Concrete, Sidewalk Ramp Detail with Handrail included within. ADA Ramp 5' Wide 20' Long and 5'x5' Landing at ROW to Existing Sidewalk at Building to provide ADA Access to Building (If Needed)	EA	1	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00
14-360-6046	P.C. Reinforced Concrete Steps	LF	30	\$175.00	\$5,250.00	\$160.00	\$4,800.00	\$330.00	\$9,900.00
15-1004-6001	Protective Fencing Type A Chain Link Fence, Temporary Tree Protection Fencing, maintained throughout the project, per lineal foot	LF	440	\$3.00	\$1,320.00	\$5.00	\$2,200.00	\$3.00	\$1,320.00
16-1004-6002	Protective Fencing Type B Wood Fence, Temporary Tree Bark Protection Planking, maintained throughout the project, per lineal foot	LF	125	\$8.00	\$1,000.00	\$22.00	\$2,750.00	\$12.00	\$1,500.00
17-506-6041	Erosion Control Log Includes maintained throughout the project, per lineal foot	LF	10	\$8.50	\$85.00	\$5.00	\$50.00	\$12.00	\$120.00
18-506-6038	Filter Inlet Protection (Includes area, grate and curb inlets, and trench drains), maintained throughout the project per each	EA	30	\$60.00	\$1,800.00	\$100.00	\$3,000.00	\$70.00	\$2,100.00
19-506-6038	Silt Fence and /or Triangular Filter Dike, maintained throughout project per lineal foot	LF	3,135	\$3.00	\$9,405.00	\$3.25	\$10,188.75	\$3.00	\$9,405.00
20-506-6020	Stabilized Construction Entrance, maintained throughout project per each	EA	4	\$1,500.00	\$6,000.00	\$2,300.00	\$9,200.00	\$3,000.00	\$12,000.00
21-506-6001	Rock Berm Protection for areas of Concentrated Runoff, Maintained throughout project per lineal foot	LF	10	\$50.00	\$500.00	\$60.00	\$600.00	\$40.00	\$400.00
22	Round Rock Mobilization	LS	1	\$220,000.00	\$220,000.00	\$140,000.00	\$140,000.00	\$70,000.00	\$70,000.00
23	Contractor management of activities associated with and Contractor's full compliance with TCEQ Regulations and Programs specifically including, but not limited to, Storm Water Pollution Prevention Plan, Water Pollution Abatement Plan and Sewage Collection System Plan requirements. (These project documents are hereby made part of the Contract). Contractor documentation of compliance is also included as a deliverable for this task	LS	1	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$5,000.00	\$5,000.00

BID TABULATION
SOUTHWEST DOWNTOWN DISTRICT INFRASTRUCTURE IMPROVEMENTS - PHASE 5B
Round Rock, Texas

ITEM #	ITEM DESCRIPTION	UNIT	APPROX. QTY.	Patin		Smith		Cash	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
24	Type A Survey Identification Marker with adjustable Valve Box, Locations as directed by City Project Manager	EA	4	\$500.00	\$2,000.00	\$2,000.00	\$8,000.00	\$100.00	\$400.00
25	8' Swing Gate Panel for 6' Tall Chain Link Fence , including installation, at Lee's Body Shop	EA	4	\$850.00	\$3,400.00	\$650.00	\$2,600.00	\$600.00	\$2,400.00
26	Man Gate, 6' Tall Chain Link Fence, including installation, Lee's Body Shop or as needed	LF	205	\$20.00	\$4,100.00	\$19.00	\$3,895.00	\$17.00	\$3,485.00
27	8' Swing Gate Panel for 4' Tall Chain Link Fence , including installation, at 2-Private Residences along McNeil Road	EA	4	\$300.00	\$1,200.00	\$515.00	\$2,060.00	\$450.00	\$1,800.00
28	Man Gate, 4' Tall Chain Link Fence, including installation, Private Residences along McNeil Rd. or as needed	LF	180	\$16.00	\$2,880.00	\$13.50	\$2,430.00	\$12.00	\$2,160.00
29	Man Gate, 6' Tall Wood Fence, including installation, Private Residence along Blair St or as needed	LF	60	\$25.00	\$1,500.00	\$20.00	\$1,200.00	\$18.00	\$1,080.00
30	Metal beam guard fence - Per Bridge End Detail (TxDOT BED-14)	LF	200	\$25.00	\$5,000.00	\$45.00	\$9,000.00	\$40.00	\$8,000.00
31	Street Excavation, Plan Quantity (Method B), Properly Disposed Offsite	CY	7,500	\$30.00	\$225,000.00	\$36.00	\$270,000.00	\$30.00	\$225,000.00
32	Remove Trees and Properly Dispose Offsite	EA	7	\$500.00	\$3,500.00	\$1,000.00	\$7,000.00	\$1,000.00	\$7,000.00
33	Remove and Relocate existing wood business sign, place within business' property, coordinate with Owner (Texas Spanish Academy) to minimize Owner disruption	LS	1	\$1,250.00	\$1,250.00	\$975.00	\$975.00	\$500.00	\$500.00
34	Remove metal beam guard fence (200 LF) on north side of McNeil Rd.	LS	1	\$500.00	\$500.00	\$900.00	\$900.00	\$1,500.00	\$1,500.00
35	Remove and Relocate Existing Mailboxes, coordinate Temporary and Final Locations with each Owner	EA	5	\$500.00	\$2,500.00	\$600.00	\$3,000.00	\$300.00	\$1,500.00
36	Subgrade Preparation - 6" Scarified Moisture Conditioned then Recompacted Subgrade Materials	SY	15,520	\$12.00	\$186,240.00	\$5.00	\$77,600.00	\$4.50	\$69,840.00
37	Asphalt Stabilized Base: Hot Mix Asphaltic Concrete Base (10.5" Thick), TxDOT Item 340, Type B (Black Base) (Method A) under, and 1.5 feet behind, roadway curbs	SY	10,000	\$47.50	\$475,000.00	\$50.00	\$500,000.00	\$49.00	\$490,000.00
38	Hot Mix Asphaltic Concrete Pavement, Type C (Method A; 2-inch)	SY	3,470	\$14.00	\$48,580.00	\$12.50	\$43,375.00	\$11.50	\$39,905.00
39	Hot Mix Asphaltic Concrete Pavement, Type D (Method A; 2-inch)	SY	5,350	\$13.00	\$69,550.00	\$11.50	\$61,525.00	\$10.50	\$56,175.00
40	2" Mill and Overlay Asphalt Concrete Pavement, C (Method A; 2-inch)	SY	750	\$25.00	\$18,750.00	\$22.00	\$16,500.00	\$35.00	\$26,250.00
41	P.C. Reinforced Concrete Valley Gutter	SF	2,500	\$10.00	\$25,000.00	\$10.00	\$25,000.00	\$11.00	\$27,500.00

BID TABULATION
SOUTHWEST DOWNTOWN DISTRICT INFRASTRUCTURE IMPROVEMENTS - PHASE 5B
Round Rock, Texas

ITEM #	ITEM DESCRIPTION	UNIT	APPROX. QTY.	Patin		Smith		Cash	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
42	Installation of New Tree Well per Detail	EA	9	\$2,000.00	\$18,000.00	\$3,700.00	\$33,300.00	\$1,300.00	\$11,700.00
43	Barricades, Signs and Traffic Handling, for Contractor Traffic Control Plan for all phasing throughout the project, complete in place per month	MO	12	\$1,500.00	\$18,000.00	\$2,000.00	\$24,000.00	\$3,000.00	\$36,000.00
44	Portable Changeable Message Sign, Wanco WTMMB-S-LL(A)-11, or approved equal by City of Round Rock, with Digital Remote Communication Modem (City of Round Rock will take owner ship of signs once construction is complete)	EA	2	\$24,000.00	\$48,000.00	\$22,000.00	\$44,000.00	\$15,000.00	\$30,000.00
45	Install Temporary Caliche Gravel Access to Buildings if needed	SY	100	\$20.00	\$2,000.00	\$30.00	\$3,000.00	\$10.00	\$1,000.00
46	Temporary Asphalt Pavement as needed (TY A) (4") TxDOT 340	TON	20	\$100.00	\$2,000.00	\$150.00	\$3,000.00	\$200.00	\$4,000.00
47	10' Curb Inlet	EA	7	\$6,500.00	\$45,500.00	\$5,250.00	\$36,750.00	\$5,000.00	\$35,000.00
48	5' Curb Inlet, Type C (per TxDOT Detail)	EA	5	\$5,500.00	\$27,500.00	\$4,550.00	\$22,750.00	\$4,700.00	\$23,500.00
49	10' Curb Inlet, Type B	EA	2	\$7,500.00	\$15,000.00	\$7,500.00	\$15,000.00	\$5,000.00	\$10,000.00
50	Trench Drain per LF (if required)	LF	1	\$1,000.00	\$1,000.00	\$450.00	\$450.00	\$2,000.00	\$2,000.00
51	3'x3' Grate Inlet	EA	3	\$4,500.00	\$13,500.00	\$3,300.00	\$9,900.00	\$3,000.00	\$9,000.00
52	4'x4' Grate Inlet	EA	4	\$6,500.00	\$26,000.00	\$4,000.00	\$16,000.00	\$3,600.00	\$14,400.00
53	Storm Water Manhole (Precast), 5' Dia., including ring adjustments, lid, etc.	EA	2	\$7,000.00	\$14,000.00	\$5,100.00	\$10,200.00	\$7,000.00	\$14,000.00
54	Storm Water Manhole (Precast), 6' Dia., including ring adjustments, lid, etc.	EA	3	\$8,500.00	\$25,500.00	\$8,000.00	\$24,000.00	\$8,000.00	\$24,000.00
55	Storm Water Box Manhole COA 506S-5, including ring adjustments, lid, etc.	EA	2	\$7,000.00	\$14,000.00	\$10,300.00	\$20,600.00	\$6,000.00	\$12,000.00
56	Storm Water Pipe, 42" Dia. RCP (all depths), Including Excavation and Backfill	LF	234	\$220.00	\$51,480.00	\$240.00	\$56,160.00	\$250.00	\$58,500.00
57	Storm Water Pipe, 30" Dia. RCP (all depths), Including Excavation and Backfill	LF	249	\$200.00	\$49,800.00	\$145.00	\$36,105.00	\$172.00	\$42,828.00
58	Storm Water Pipe, 24" Dia. RCP (all depths), Including Excavation and Backfill	LF	75	\$180.00	\$13,500.00	\$115.00	\$8,625.00	\$125.00	\$9,375.00
59	Storm Water Pipe, 18" Dia. RCP (all depths), Including Excavation and Backfill	LF	529	\$170.00	\$89,930.00	\$95.00	\$50,255.00	\$88.00	\$46,552.00
60	Storm Water Pipe, 12" Dia. PVC (all depths), Including Excavation and Backfill	LF	10	\$160.00	\$1,600.00	\$370.00	\$3,700.00	\$300.00	\$3,000.00
61	Downspout Adapter (Piedmont 45-degree 11-gauge carbon steel or prior approved equal)	EA	4	\$1,000.00	\$4,000.00	\$740.00	\$2,960.00	\$500.00	\$2,000.00
62	Trench Safety Systems (all depths), Storm Sewer only	LF	1,116	\$3.00	\$3,348.00	\$1.00	\$1,116.00	\$1.00	\$1,116.00
63	Traffic Sign - Stop Sign (30"), including installation	EA	11	\$625.00	\$6,875.00	\$520.00	\$5,720.00	\$500.00	\$5,500.00

BID TABULATION
SOUTHWEST DOWNTOWN DISTRICT INFRASTRUCTURE IMPROVEMENTS - PHASE 5B
Round Rock, Texas

ITEM #	ITEM DESCRIPTION	UNIT	APPROX. QTY.	Patin		Smith		Cash	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
64	Accessible Parking Signs, including installation	EA	2	\$560.00	\$1,120.00	\$520.00	\$1,040.00	\$450.00	\$900.00
65	Traffic Signs – Yield, One Way, Speed Limit, Directional Arrows, etc. (All other traffic signs excluding stop signs), including installation	EA	5	\$560.00	\$2,800.00	\$520.00	\$2,600.00	\$450.00	\$2,250.00
66	Street Name Signs, including installation	EA	22	\$100.00	\$2,200.00	\$75.00	\$1,650.00	\$65.00	\$1,430.00
67	"CAUTION - Never Handle Grounded Bats" (24" x 48") Sign, installed at under-crossing of bridge	EA	2	\$560.00	\$1,120.00	\$525.00	\$1,050.00	\$400.00	\$800.00
68	Fire Hydrant Blue Reflector, including installaion	EA	4	\$50.00	\$200.00	\$12.75	\$51.00	\$10.00	\$40.00
69	Thermoplastic Pavement Markings - Reflectorized Type I, 4 inches in width (SLD) (Y), 100 Mils in Thickness	LF	500	\$3.00	\$1,500.00	\$3.00	\$1,500.00	\$2.50	\$1,250.00
70	Thermoplastic Pavement Markings - Reflectorized Type I, 4 inches in width (SLD) (W), 100 Mils in Thickness	LF	850	\$3.00	\$2,550.00	\$3.00	\$2,550.00	\$2.50	\$2,125.00
71	Thermoplastic Pavement Markings - Reflectorized Type I, 18 inches in width (SLD) (W), 100 Mils in Thickness	LF	180	\$5.00	\$900.00	\$5.00	\$900.00	\$4.30	\$774.00
72	Thermoplastic Pavement Markings - Reflectorized Type I, 12 inches in width (SLD) (W), 100 Mils in Thickness	LF	260	\$4.50	\$1,170.00	\$4.25	\$1,105.00	\$4.00	\$1,040.00
73	Asphalt Repair, Replace in accordance with Roadway Detail	SY	10	\$100.00	\$1,000.00	\$300.00	\$3,000.00	\$140.00	\$1,400.00
74	Concrete Driveway Repair, Replace in accordance with Driveway Detail	SY	10	\$200.00	\$2,000.00	\$180.00	\$1,800.00	\$150.00	\$1,500.00
75	Pipe, Two each 4" Dia. Sch. 40 PVC (all depths) including Excavation and Backfill, pipes as irrigation sleeves in the same trench, including all fittings and appurtenances	LF	1,800	\$10.00	\$18,000.00	\$10.00	\$18,000.00	\$44.00	\$79,200.00
76	Trench Safety Systems (all depths), Underground Utilities (Storm Sewer Not Included)	LF	5,700	\$1.00	\$5,700.00	\$1.00	\$5,700.00	\$1.00	\$5,700.00
77	Power Pole Removal and Disposal, if not by Utility	EA	8	\$500.00	\$4,000.00	\$600.00	\$4,800.00	\$300.00	\$2,400.00
78	Temporary Power Pole Installation, if not by Utility	EA	5	\$2,000.00	\$10,000.00	\$4,000.00	\$20,000.00	\$1,200.00	\$6,000.00
79	New WW Manhole, 48" Dia., including ring adjustments, lid, interior coatings, etc.	EA	4	\$6,500.00	\$26,000.00	\$6,000.00	\$24,000.00	\$6,500.00	\$26,000.00
80	Pipe, 6" Dia. PVC ASTM D2241 SDR26 WW (all depths), including excavation and backfill	LF	20	\$80.00	\$1,600.00	\$95.00	\$1,900.00	\$85.00	\$1,700.00
81	Pipe, 8" Dia. PVC ASTM D2241 SDR26 WW (all depths), including excavation and backfill	LF	388	\$90.00	\$34,920.00	\$100.00	\$38,800.00	\$91.00	\$35,308.00
82	Pipe, 10" Dia. PVC ASTM D2241 SDR26 WW (all depths), including excavation and backfill	LF	145	\$100.00	\$14,500.00	\$115.00	\$16,675.00	\$120.00	\$17,400.00
83	Clean Out Assembly for Pipe, 6" Dia. PVC ASTM D2241 SDR26 WW (all depths), including Excavation and Backfill	EA	1	\$1,500.00	\$1,500.00	\$600.00	\$600.00	\$400.00	\$400.00

BID TABULATION
SOUTHWEST DOWNTOWN DISTRICT INFRASTRUCTURE IMPROVEMENTS - PHASE 5B
Round Rock, Texas

ITEM #	ITEM DESCRIPTION	UNIT	APPROX. QTY.	Patin		Smith		Cash	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
84	Clean Out Assembly for Pipe, 8" Dia. PVC ASTM D2241 SDR26 WW (all depths), including Excavation and Backfill	EA	11	\$1,500.00	\$16,500.00	\$825.00	\$9,075.00	\$450.00	\$4,950.00
85	Reconnect existing services, including wastewater, with matching existing service pipe size from building connection and including trenching, backfill, compaction, sod, transition fittings to new stubs, typical pipe size 4-inch or less, but up to 6-inch	LF	700	\$70.00	\$49,000.00	\$40.00	\$28,000.00	\$55.00	\$38,500.00
86	Pipe, 12" Dia. PVC AWWA C-900 Class 200, or DI AWWA C-100 Min. Class 200 W (all depths), including excavation and backfill	LF	1,505	\$80.00	\$120,400.00	\$130.00	\$195,650.00	\$100.00	\$150,500.00
87	Pipe, 8" Dia. PVC AWWA C-900 Class 200, or DI AWWA C-100 Min. Class 200 W (all depths), including excavation and backfill	LF	362	\$70.00	\$25,340.00	\$90.00	\$32,580.00	\$90.00	\$32,580.00
88	Pipe, 6" Dia. PVC AWWA C-900 Class 200, or DI AWWA C-100 Min. Class 200 W (all depths), including excavation and backfill	LF	100	\$60.00	\$6,000.00	\$75.00	\$7,500.00	\$85.00	\$8,500.00
89	Pipe, 4" Dia. PVC AWWA C-900 Class 200, or DI AWWA C-100 Min. Class 200 W (all depths), including excavation and backfill	LF	413	\$50.00	\$20,650.00	\$70.00	\$28,910.00	\$60.00	\$24,780.00
90	Pipe, 1-1/2" or 2" Dia. Type K Copper Tubing or Black Colored Polyethylene DR9 per City Stds. City DWG No. WT-03 (all depths). Domestic Potable Water Service Line outside of ROW, including excavation and backfill	LF	500	\$20.00	\$10,000.00	\$25.00	\$12,500.00	\$45.00	\$22,500.00
91	Installing or Reconnecting Lateral Water Service to Existing, or Replaced Pipe (Single 1-1/2" or 2" Water Service Connection for City Meter, Backflow Preventor, Etc.)	EA	13	\$1,250.00	\$16,250.00	\$950.00	\$12,350.00	\$2,500.00	\$32,500.00
92	Gate Valve, 12" Dia.	EA	16	\$7,000.00	\$112,000.00	\$2,600.00	\$41,600.00	\$2,800.00	\$44,800.00
93	Gate Valve, 8" Dia.	EA	8	\$2,000.00	\$16,000.00	\$1,800.00	\$14,400.00	\$1,700.00	\$13,600.00
94	Gate Valve, 4" Dia.	EA	10	\$1,200.00	\$12,000.00	\$1,300.00	\$13,000.00	\$1,200.00	\$12,000.00
95	Fire Hydrant Assembly (per detail), includes leads and 6" Gate Valve	EA	3	\$6,000.00	\$18,000.00	\$5,200.00	\$15,600.00	\$4,700.00	\$14,100.00
96	Ductile Iron Fittings 4 inch through 12 inch	TON	2	\$20,000.00	\$40,000.00	\$14,000.00	\$28,000.00	\$15,000.00	\$30,000.00
97	Jacking or Boring 18" Steel Encasement Pipe, ASTM A-252, Grade 2 , including grouting	LF	60	\$355.00	\$21,300.00	\$420.00	\$25,200.00	\$550.00	\$33,000.00
98	Encasement Pipe 12" Dia., Steel ASTM A-252, Grade 2	LF	30	\$120.00	\$3,600.00	\$117.00	\$3,510.00	\$110.00	\$3,300.00
99	Encasement Pipe 18" Dia., Steel ASTM A-252, Grade 2	LF	30	\$150.00	\$4,500.00	\$140.00	\$4,200.00	\$130.00	\$3,900.00

BID TABULATION
SOUTHWEST DOWNTOWN DISTRICT INFRASTRUCTURE IMPROVEMENTS - PHASE 5B
Round Rock, Texas

ITEM #	ITEM DESCRIPTION	UNIT	APPROX. QTY.	Patin		Smith		Cash	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
100	One to three each- 3-inch or smaller service electrical and/or communication conduits in one trench to structure for service provider manhole/handhole	LF	300	\$44.00	\$13,200.00	\$48.00	\$14,400.00	\$50.00	\$15,000.00
101	One each- 4-inch Communication line to/from Duct Bank to service provider manhole/handhole	LF	100	\$66.00	\$6,600.00	\$72.00	\$7,200.00	\$70.00	\$7,000.00
102	Two each- 4-inch Communication lines to/from Duct Bank to service provider manhole/handhole	LF	85	\$75.00	\$6,375.00	\$83.00	\$7,055.00	\$85.00	\$7,225.00
103	Three each- 4-inch Communication lines to/from Duct Bank to service provider manhole/handhole	LF	85	\$85.00	\$7,225.00	\$92.00	\$7,820.00	\$90.00	\$7,650.00
104	Four each- 4-inch Communication lines to/from Duct Bank to service provider manhole/handhole	LF	170	\$95.00	\$16,150.00	\$101.00	\$17,170.00	\$100.00	\$17,000.00
105	C10 - Duct Bank (Communications Only)	LF	201	\$190.00	\$38,190.00	\$210.00	\$42,210.00	\$200.00	\$40,200.00
106	C10W - Duct Bank (Communications Only)	LF	20	\$260.00	\$5,200.00	\$275.00	\$5,500.00	\$250.00	\$5,000.00
107	2 - 6" Electric Duct	LF	250	\$170.00	\$42,500.00	\$185.00	\$46,250.00	\$170.00	\$42,500.00
108	E0 - Duct Bank (Electrical & Communications)	LF	555	\$190.00	\$105,450.00	\$210.00	\$116,550.00	\$200.00	\$111,000.00
109	E2 - Duct Bank (Electrical & Communications)	LF	433	\$260.00	\$112,580.00	\$275.00	\$119,075.00	\$250.00	\$108,250.00
110	E4 - Duct Bank (Electrical & Communications)	LF	40	\$290.00	\$11,600.00	\$305.00	\$12,200.00	\$300.00	\$12,000.00
111	Precast Concrete Transformer Pad	EA	2	\$2,200.00	\$4,400.00	\$2,400.00	\$4,800.00	\$2,400.00	\$4,800.00
112	Precast Concrete Switchgear Pad	EA	1	\$8,000.00	\$8,000.00	\$8,750.00	\$8,750.00	\$8,500.00	\$8,500.00
113	City of Round Rock 52" Duct Bank Manhole	EA	1	\$7,500.00	\$7,500.00	\$8,150.00	\$8,150.00	\$8,000.00	\$8,000.00
114	City of Round Rock Handhole	EA	8	\$2,500.00	\$20,000.00	\$2,500.00	\$20,000.00	\$2,500.00	\$20,000.00
115	Time Warner / Level 3 Shared Manhole	EA	1	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
116	Time Warner / Level 3 Shared Handhole	EA	4	\$3,000.00	\$12,000.00	\$2,500.00	\$10,000.00	\$2,500.00	\$10,000.00
117	AT&T Manhole	EA	1	\$17,000.00	\$17,000.00	\$19,000.00	\$19,000.00	\$17,000.00	\$17,000.00
118	AT&T Handhole	EA	4	\$3,000.00	\$12,000.00	\$2,500.00	\$10,000.00	\$2,500.00	\$10,000.00
119	Coordination with Oncor Electric, including coordination of installation of routing of conduit from duct bank to manholes and to services, including wiring coordination	LS	1	\$12,000.00	\$12,000.00	\$13,200.00	\$13,200.00	\$12,000.00	\$12,000.00
120	Coordination of Gas Systems Installations with Atmos	LS	1	\$12,000.00	\$12,000.00	\$13,200.00	\$13,200.00	\$12,000.00	\$12,000.00
121	Coordination with Level 3, including coordination of installation of routing of conduit from duct bank to manholes and to services, including wiring coordination	LS	1	\$12,000.00	\$12,000.00	\$13,200.00	\$13,200.00	\$12,000.00	\$12,000.00
122	Coordination with Time Warner Cable, including coordination of installation of routing of conduit from duct bank to manholes and to services, including wiring coordination	LS	1	\$12,000.00	\$12,000.00	\$13,200.00	\$13,200.00	\$12,000.00	\$12,000.00
123	Coordination with AT&T, including coordination of installation of routing of conduit from duct bank to manholes and to services, including wiring coordination	LS	1	\$12,000.00	\$12,000.00	\$13,200.00	\$13,200.00	\$12,000.00	\$12,000.00

BID TABULATION
SOUTHWEST DOWNTOWN DISTRICT INFRASTRUCTURE IMPROVEMENTS - PHASE 5B
Round Rock, Texas

ITEM #	ITEM DESCRIPTION	UNIT	APPROX. QTY.	Patin		Smith		Cash	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
124	New electrical service to panel 'LPBB' as specified on the Drawings, with all coordination with Oncor Electric including coordination of installation of routing of conduit from pole and/or duct bank to manholes and to services, including wiring, as specified on the drawings, complete in place.	EA	1	\$8,500.00	\$8,500.00	\$7,500.00	\$7,500.00	\$7,000.00	\$7,000.00
126	Light pole, lighting fixture, lamp, (2) GFCI power receptacles with WP covers, ground rod, plus all specified associated conductors and raceways, as per drawings and specifications, complete in place.	EA	36	\$8,000.00	\$288,000.00	\$19,500.00	\$702,000.00	\$19,000.00	\$684,000.00
127	Power panelboard 'LPBB' as specified, including all circuit breakers, mounting hardware, feeder and branch-circuit conductors, complete in place	EA	1	\$24,000.00	\$24,000.00	\$26,000.00	\$26,000.00	\$25,000.00	\$25,000.00
128	Power panelboard 'LPFD' as specified, including all circuit breakers, mounting hardware, feeder and branch-circuit conductors, complete in place	EA	1	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$20,000.00	\$20,000.00
129	Lighting contactors, including all associated wiring, mounting hardware, NEMA 4X enclosure, as specified in the Drawings, complete in place	EA	2	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00
130	17" x 30" x 12" concrete electrical pull box plus AASHTO H-20 traffic-rated steel non-slip cover, as specified, complete in place	EA	16	\$3,000.00	\$48,000.00	\$2,400.00	\$38,400.00	\$2,500.00	\$40,000.00
131	NEMA '5-20R' GFCI power receptacle with weatherproof while-in-use cover, mounted +18" AFG as per detail #01/E4.1, including mounting hardware and structure, associated power conductors and raceway, complete in place	EA	19	\$1,000.00	\$19,000.00	\$1,000.00	\$19,000.00	\$1,000.00	\$19,000.00
132	Shade Tree Installation Only (includes excavation, planting mix backfill, staking/guying, mulch) - 3" caliper min. Shade Tree provided by owner	EA	9	\$350.00	\$3,150.00	\$465.00	\$4,185.00	\$500.00	\$4,500.00
133	Landscape Planting Bed At Fire Station	SY	120	\$40.00	\$4,800.00	\$44.00	\$5,280.00	\$25.00	\$3,000.00
134	Bermuda Solid Sod (4" depth min. prior approved topsoil)	SY	300	\$5.00	\$1,500.00	\$13.25	\$3,975.00	\$10.00	\$3,000.00
135	Bermuda Hydromulch (4" depth min. prior approved topsoil)	SY	3,600	\$1.00	\$3,600.00	\$4.75	\$17,100.00	\$6.00	\$21,600.00
136	Tree Bubblers - Shade Trees (includes 2 bubblers per tree, mainlines, lateral lines, valves and misc. appurtenances)	EA	17	\$325.00	\$5,525.00	\$175.00	\$2,975.00	\$200.00	\$3,400.00

BID TABULATION
SOUTHWEST DOWNTOWN DISTRICT INFRASTRUCTURE IMPROVEMENTS - PHASE 5B
Round Rock, Texas

ITEM #	ITEM DESCRIPTION	UNIT	APPROX. QTY.	Patin		Smith		Cash	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
137	Drip Irrigation - Bed Areas (includes mainlines, tubing, emitters, valves and misc. appurtenances)	SF	550	\$4.00	\$2,200.00	\$5.75	\$3,162.50	\$3.50	\$1,925.00
138	Irrigation - Full Coverage Sod Areas (includes mainlines, lateral lines, heads, and misc. appurtenances)	SF	36,000	\$1.00	\$36,000.00	\$0.55	\$19,800.00	\$0.50	\$18,000.00
139	Irrigation Meter (includes tap, 1-1/2" meter, gate valve, backflow preventer, and misc. appurtenances)	EA	2	\$5,000.00	\$10,000.00	\$3,000.00	\$6,000.00	\$1,500.00	\$3,000.00
140	Miscellaneous Irrigation Appurtenances (includes controllers, valves, sensors, sleeves, etc.)	LS	1	\$25,000.00	\$25,000.00	\$31,000.00	\$31,000.00	\$50,000.00	\$50,000.00
SUBTOTAL TXDOT BID ITEMS (1-21)				\$895,387.00		\$898,791.75		\$793,571.00	
SUBTOTAL ROUND ROCK BID ITEMS (22-140)				\$3,443,048.00		\$3,698,954.50		\$3,521,643.00	
TOTAL				\$4,338,435.00		\$4,597,746.25		\$4,315,214.00	

Firm Registration No. 958
Page Southerland Page, LLP



09/29/2016

September 29, 2016

Mr. Gary Hudder, Transportation Director
City of Round Rock
Transportation Department
2008 Enterprise Dr.
Round Rock, TX 78664

Re: SWDT Infrastructure Improvements Project – Phase 5B
Project No: 113051.02

Dear Mr. Hudder,

Bids were opened at 2:00 pm on September 28, 2016, for the Southwest Downtown District Infrastructure Improvements Project- Phase 5B. PAGE has reviewed the documents and tabulated the bids. The bid tabulation is attached and will be forwarded electronically. All Bid documentation appears to be complete and in order from all bidders.

Based on our evaluation of the submitted bids, Cash Construction Company is the apparent lowest bidder. We recommend that the project be awarded to Cash Construction Company for the base bid amount **\$4,315,214.00**.

Please call me at 512-382-3476 if you have any questions.

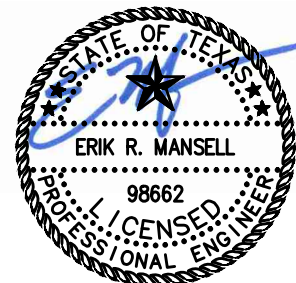
Sincerely,



Erik Mansell, PE

Senior Associate, Senior Civil Engineer

Firm Registration No. 958
Page Southerland Page, LLP



09/29/2016

Xc: Chris Lopez, File 113051.02

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-129694

Date Filed:
10/27/2016

Date Acknowledged:

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

Cash Construction Company, Inc.
Pflugerville, TX United States

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

City of Round Rock

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

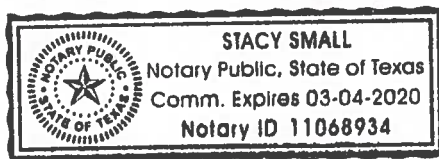
SWDT Phase 5B
Southwest Downtown District Infrastructure Improvements Phase 5B

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gentry, Nathan	Pflugerville, TX United States	X	
	Cash, BJ (Bruce Jr)	Pflugerville, TX United States	X	
	Cash, Bruce	Pflugerville, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

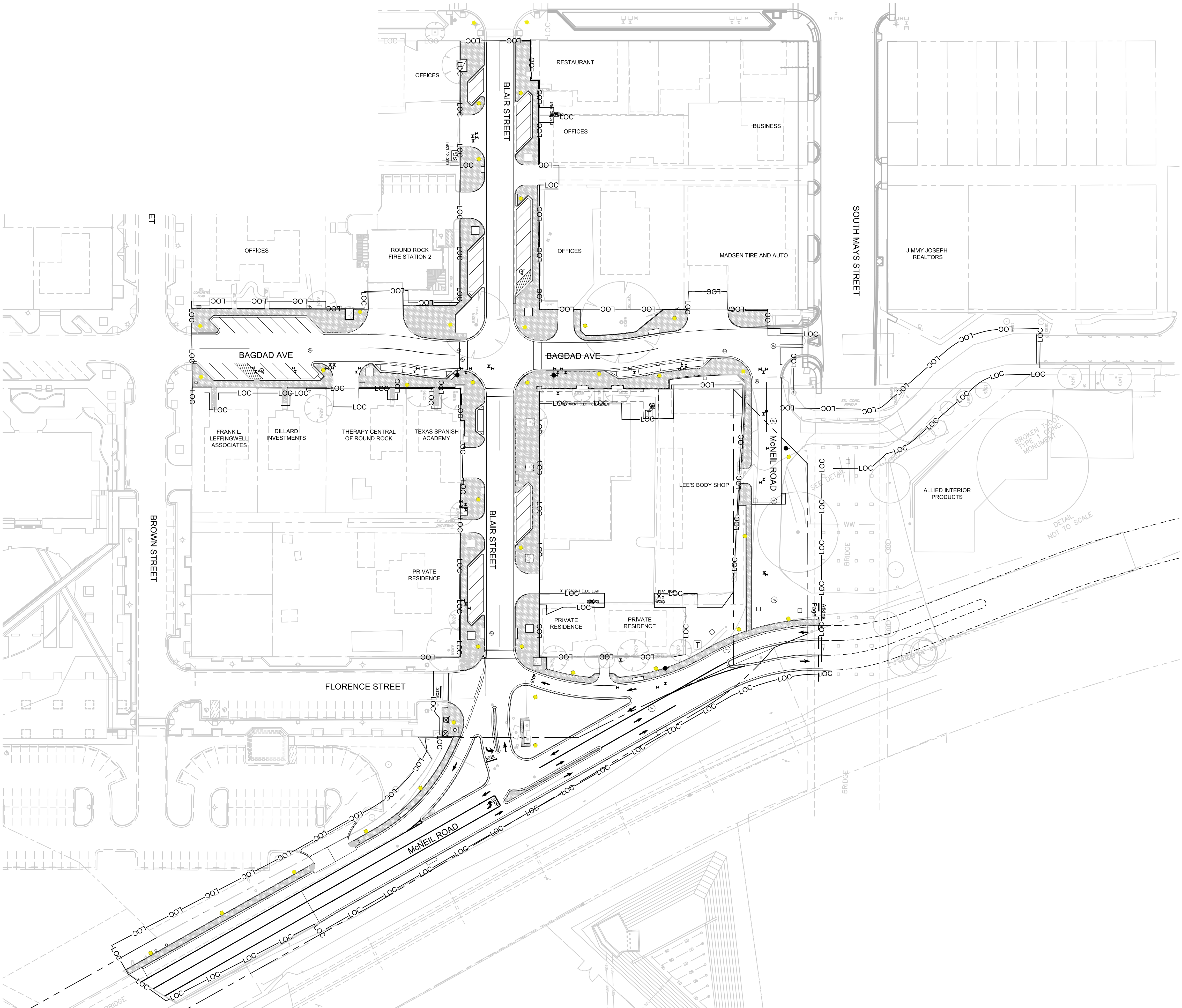
Sworn to and subscribed before me, by the said BS Cash, this the 27 day of October, 2016, to certify which, witness my hand and seal of office.

BS Cash
Signature of authorized agent of contracting business entity

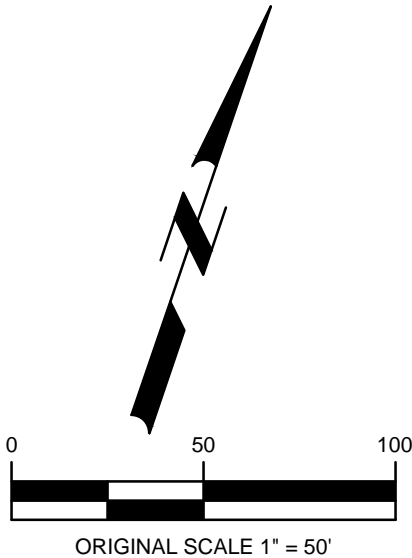
Stacy Small
Signature of officer administering oath

Stacy Small
Printed name of officer administering oath

Contract Administration
Title of officer administering oath



LIMITS OF CONSTRUCTION
4.69 ACES



GENERAL NOTES:

1. ACCESSIBLE RAMPS IN ACCORDANCE WITH TAS AND ADAAG STANDARDS SHALL BE INSTALLED BY CONTRACTOR AT ALL LOCATIONS WHERE PEDESTRIAN WALKS INTERSECT VEHICULAR DRIVES.
2. ALL WALKS WILL BE CONCRETE PAVERS UNLESS OTHERWISE INDICATED.
3. SLOPES ON ACCESSIBLE ROUTES MAY NOT EXCEED 1:20 UNLESS DESIGNED AS A RAMP.
4. ACCESSIBLE ROUTES SHALL HAVE A CROSS-SLOPE NO GREATER THAN 1:50.
5. ALL ACCESSIBLE PARKING SPACES SHALL HAVE A SLOPE NOT EXCEEDING 1:50 IN ANY DIRECTION.

ITEMS LISTED BELOW TO BE FUNDED BY TRANSPORTATION ALTERNATIVES PROGRAM (TAP) THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT).

Item #	Item Description	Quantity	Unit
1-500	Half Mobilization Cost	1	EA
11-104	Remove P.C. Concrete Curb and Gutter and Properly Dispose Offsite	4,265	LF
12-104	Remove P.C. Concrete Sidewalks and Driveways, and other Miscellaneous Concrete Appurtenances and Properly Dispose of Offsite	18,116	SF
19-529	P.C. Reinforced Concrete Curb and Gutter	4,776	LF
21-530	P.C. Reinforced Concrete Driveway	11,074	SF
22-528	Concrete Paver Units for Sidewalk(Paver Section): Sidewalk Unit (2-3/8" thick) with 1" Sand, 6" min. 2 sack Cement Stabilized Crushed Limestone Flexible Base, and 6" Re-Compacted Moisture Conditioned Subgrade	31,830	SF
23-528	Concrete Paver Units for Sidewalk Curb Ramps with 1" Sand, 6" Cement Stabilized Crushed Limestone Flexible Base, and 6" Re-Compacted Moisture Conditioned Subgrade, including contrasting detectable warning unit pavers	1,005	SF
24-531	P.C. Reinforced Concrete Sidewalks to 4" thickness (as needed to match existing sidewalk on-site for each address at ROW)	272	SF
25-529	P.C. Reinforced Concrete Retainer Curb, Type A, including Tree Wells	2,203	LF
26-529	12" Retainer Curb with Mortared Rock Limestone Block (6"x6"x up to 24") Wall, with mortared joints up to 3 feet tall, including foundation, (measured Turndown Mortared Rock Limestone Block (6"x6"x up to 24") Wall, with mortared joints up to 3 feet tall, including foundation, (measured square feet	860	SF
27-423	P.C. Reinforced Concrete, 5'x5' landing with steps and Handrail, access door at existing building that are constructed with ROW	924	SF
29-531	P.C. Reinforced Concrete, Sidewalk Ramp Detail with Handrail included within ADA Ramp 5' Wide 20' Long and 5'x5' Landing at ROW to Existing Sidewalk at Building to provide ADA Access to Building (If Needed)	3	EA
30-531	P.C. Reinforced Concrete Steps	1	EA
31-360	Protective Fencing Type A Chain Link Fence, Temporary Tree Protection Fencing, maintained throughout the project, per lineal foot	30	LF
53-506	Protective Fencing Type B Wood Fence, Temporary Tree Bark Protection Planking, maintained throughout the project, per lineal foot	440	LF
54-506	Protective Fencing Type B Wood Fence, Temporary Tree Bark Protection Planking, maintained throughout the project, per lineal foot	125	LF
55-506	Erosion Control Log Includes maintained throughout the project, per lineal foot	10	LF
56-506	Filter Inlet Protection (Includes area, grate and curb inlets, and trench drains), maintained throughout the project per each	20	EA
57-506	Silt Fence and /or Triangular Filter Dike, maintained throughout project per lineal foot	1,080	LF
58-506	Stabilized Construction Entrance, maintained throughout project per each	4	EA
59-506	Rock Berm Protection for areas of Concentrated Runoff, Maintained throughout project per lineal foot	10	LF



CAUTION - ELECTRICITY PRESENT

THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS THAT ENTER OR WORK ON THIS PROJECT ARE RESPONSIBLE FOR LOCATING, USING 811 OR THE ELECTRIC UTILITIES THEMSELVES, ALL OVERHEAD AND UNDERGROUND ELECTRICAL OF ANY NATURE AND FOR SAFEGUARDING ALL PERSONNEL ON THIS PROJECT, INCLUDING ANY OFF-SITE WORK AREAS SHOWN ON THE PLAN, FROM ANY INTERFERENCE WITH THE ELECTRIC LINES OR FROM DAMAGING, DIGGING UP OR UNCOVERING THE ELECTRIC LINES, GETTING A LADDER IN HARMS WAY OR ANY OTHER ACTIVITY OF ANY NATURE THAT COULD HARM ANY INDIVIDUAL IN ANY MANNER. THIS RESPONSIBILITY HEREBY REMOVES BAKER-AICKLEN & ASSOCIATES AND THE OWNER FROM ANY LIABILITY OF ANY NATURE.

Page

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Austin / Dallas / Denver / Houston / Washington DC /
International Affiliate Offices

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25 APRIL 2016
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PERMIT, OR CONSTRUCTION
Texas Board of Professional Engineers
Firm Registration No. 953
Page Southerland Page, LLP

DESIGNED: REVIEWED:

CITY OF ROUND ROCK
TEXAS

SOUTHWEST DOWNTOWN
INFRASTRUCTURE
IMPROVEMENTS PHASE 6B

OVERALL SITE
LAYOUT PLAN

PROJECT No.
113051.02

SHEET No.
C-21

90% CITY REVIEW
MAY 18, 2016

No. DATE REVISIONS



City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider a resolution authorizing the Mayor to execute a Contract with Patin Construction, LLC for the 2014 Sidewalk Gap Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/12/2017

Dept Director: Gary Hudder, Transportation Director

Cost: \$431,076.00

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

Attachments: Resolution, Bid Tab, Form 1295, Map - 2014 Sidewalk Gaps Project Limits

Department: Transportation Department

Text of Legislative File 2017-4033

The purpose of the 2014 Sidewalk Gaps Project is to improve pedestrian connectivity by maximizing opportunities for walking, while enhancing: safety, convenience, and strategic improvements, in addition to the expansion of the city's sidewalk system. A large portion of these proposed sidewalk paths will eliminate spaces, or gaps, between points where permanent sidewalks currently exist and connect citizens to destinations.

The 2014 Sidewalk Gaps Project primarily consists of constructing approximately 5,000 square yards of four foot, and five foot, wide concrete sidewalks along portions of South Mays Street, from West Logan Street to Gattis School Road; sections of Somerset Drive and Peachtree Valley Drive; and segments of Greenlawn Boulevard from Gattis School Road to Dell Way. There will also be modifications to existing driveways, and curb ramps, which fall along the sidewalk path that do not currently meet the regulations outlined in the Americans with Disabilities Act (ADA).

The City of Round Rock Transportation Department advertised the 2014 Sidewalk Gaps Project from 08/27/2016 to 09/17/2016, and held a bid opening on September 21st, 2016. Four (4) sealed bids were received and read aloud. Bids ranged between \$431,076.00 and \$559,060.00, with an apparent low bid submitted by Patin Construction at \$431,076.00.

After careful review, the Transportation Department staff recommends approval of award to Patin Construction for the 2014 Sidewalk Gaps Project.

Cost: \$431,076.00

Source of Funds: RR Transportation and Economic Development Corporation

Staff recommends approval.

RESOLUTION NO. R-2017-4033

WHEREAS, the City of Round Rock has duly advertised for bids for the 2014 Sidewalk Gap Project; and

WHEREAS, Patin Construction, LLC has submitted the lowest responsible bid; and

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

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Patin Construction, LLC for the 2014 Sidewalk Gap 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.

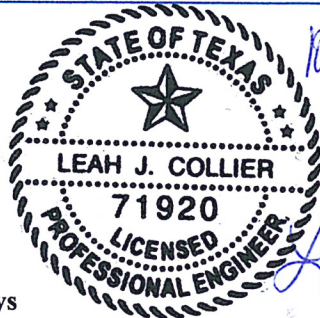
RESOLVED this 12th day of January, 2017.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

THE CITY OF ROUND ROCK
Transportation Department



PROJECT NAME: 2014 Sidewalk Gap
PROJECT ID: SDW
PROJECT DURATION: 90 Calendar Days

Bid Extended By: Bonnie Parks

Print Name

Initials

Bid Opening Date: 21-Sep-16

Bid Opening Location: 2008 Enterprise Dr

Liquidated Damages: \$ 500 / Calendar Days

No. of Responses: 4

Project Manager: Chris Lopez

Project Consultant: N/A

BID TABULATION

SHEET: 1 of

CONTRACT : 2014 Sidewalk Gaps Project

LOCATION : 2008 Enterprise Dr, Round Rock TX 78664

DATE: 9/21/16

Patin

Myers

M&C Fonseca

Smith

Statement of Safety? Yes

Addendum(s)? Yes

Bid Bond? Yes

Statement of Safety? Yes

Addendum(s)? Yes

Bid Bond? Yes

Statement of Safety? Yes

Addendum(s)? Yes

Bid Bond? Yes

Statement of Safety? Yes

Addendum(s)? Yes

Bid Bond? Yes

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Concrete Sidewalk (4")	3254	SY	\$55.00	\$178,970.00	\$79.00	\$257,066.00	\$55.00	\$178,970.00	\$50.00	\$162,700.00
2	Concrete Sidewalk (6")	20	SY	\$70.00	\$1,400.00	\$99.00	\$1,980.00	\$60.00	\$1,200.00	\$60.00	\$1,200.00
3	Driveways (Conc)	190	SY	\$90.00	\$17,100.00	\$108.00	\$20,520.00	\$58.00	\$11,020.00	\$110.00	\$20,900.00
4	Concrete Sidewalks w/6" Stand-Up Curb	340	SF	\$10.00	\$3,400.00	\$23.00	\$7,820.00	\$25.00	\$8,500.00	\$20.00	\$6,800.00
5	Concrete Sidewalks w/6" Retaining Wall	6600	SF	\$15.00	\$99,000.00	\$15.00	\$99,000.00	\$18.00	\$118,800.00	\$35.00	\$231,000.00
6	Type 1 Curb Ramp	2	EA	\$1,800.00	\$3,600.00	\$1,424.00	\$2,848.00	\$4,500.00	\$9,000.00	\$2,000.00	\$4,000.00
7	Type 5 Curb Ramp	4	EA	\$1,800.00	\$7,200.00	\$1,727.00	\$6,908.00	\$3,800.00	\$15,200.00	\$2,000.00	\$8,000.00
8	Type 7 Curb Ramp	3	EA	\$1,800.00	\$5,400.00	\$2,042.00	\$6,126.00	\$4,500.00	\$13,500.00	\$2,000.00	\$6,000.00
9	Removing Conc (Sidewalks)	42	SY	\$18.00	\$756.00	\$37.00	\$1,554.00	\$30.00	\$1,260.00	\$30.00	\$1,260.00
10	Removing Conc (Driveways)	175	SY	\$18.00	\$3,150.00	\$37.00	\$6,475.00	\$30.00	\$5,250.00	\$32.00	\$5,600.00
11	Adjust Manholes	3	EA	\$500.00	\$1,500.00	\$940.00	\$2,820.00	\$950.00	\$2,850.00	\$1,700.00	\$5,100.00

THE CITY OF ROUND ROCK
Transportation Department

Bid Extended By: Bonnie Parks

Print Name

Initials

Bid Opening Date: 21-Sep-16

Bid Opening Location: 2008 Enterprise Dr

Liquidated Damages: \$ 500 / Calendar Days

No. of Responses: 4

Project Manager: Chris Lopez

Project Consultant: N/A

PROJECT NAME: 2014 Sidewalk Gap

PROJECT ID: SDW

PROJECT DURATION: 90 Calendar Days

BID TABULATION

12	Furnishing & Placing Topsoil (4")	1300	SY	\$3.00	\$3,900.00	\$11.00	\$14,300.00	\$18.00	\$23,400.00	\$5.00	\$6,500.00
13	Sodding for Erosion Control	1300	SY	\$4.00	\$5,200.00	\$10.00	\$13,000.00	\$7.00	\$9,100.00	\$8.00	\$10,400.00
14	Irrigation System	1	LS	\$2,000.00	\$2,000.00	\$4,948.00	\$4,948.00	\$8,000.00	\$8,000.00	\$20,000.00	\$20,000.00
15	Sandbags for Erosion Control	40	EA	\$10.00	\$400.00	\$15.00	\$600.00	\$20.00	\$800.00	\$5.00	\$200.00
16	Biodeg Erosn Cont Logs(Install)(8")	5000	LF	\$9.00	\$45,000.00	\$4.00	\$20,000.00	\$6.00	\$30,000.00	\$7.50	\$37,500.00
17	Biodeg Erosn Cont Logs(Remove)	5000	LF	\$1.00	\$5,000.00	\$2.00	\$10,000.00	\$2.00	\$10,000.00	\$1.25	\$6,250.00
18	Mobilization	1	LS	\$30,000.00	\$30,000.00	\$5,666.00	\$5,666.00	\$22,000.00	\$22,000.00	\$10,000.00	\$10,000.00
19	Barricades, Signs & Traffic Handling	3	MO	\$3,500.00	\$10,500.00	\$2,291.00	\$6,873.00	\$3,200.00	\$9,600.00	\$3,000.00	\$9,000.00
20	Tree Protection	19	EA	\$400.00	\$7,600.00	\$233.00	\$4,427.00	\$250.00	\$4,750.00	\$350.00	\$6,650.00
	Total				\$431,076.00		\$492,931.00		\$483,200.00		\$559,060.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Patin Construction LLC
Taylor, TX United States

Certificate Number:
2016-131828

Date Filed:
11/02/2016

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

City of Round Rock

Date Acknowledged:

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

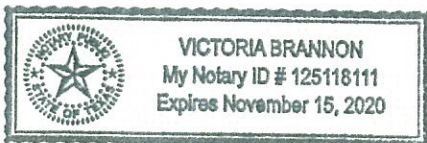
2014 Sidewalk Gap Project
2014 Sidewalk Gap Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Patin, Jimmy	Taylor, TX United States	X	
	Patin, Tim	Taylor, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Jimmy Patin
Signature of authorized agent of contracting business entity

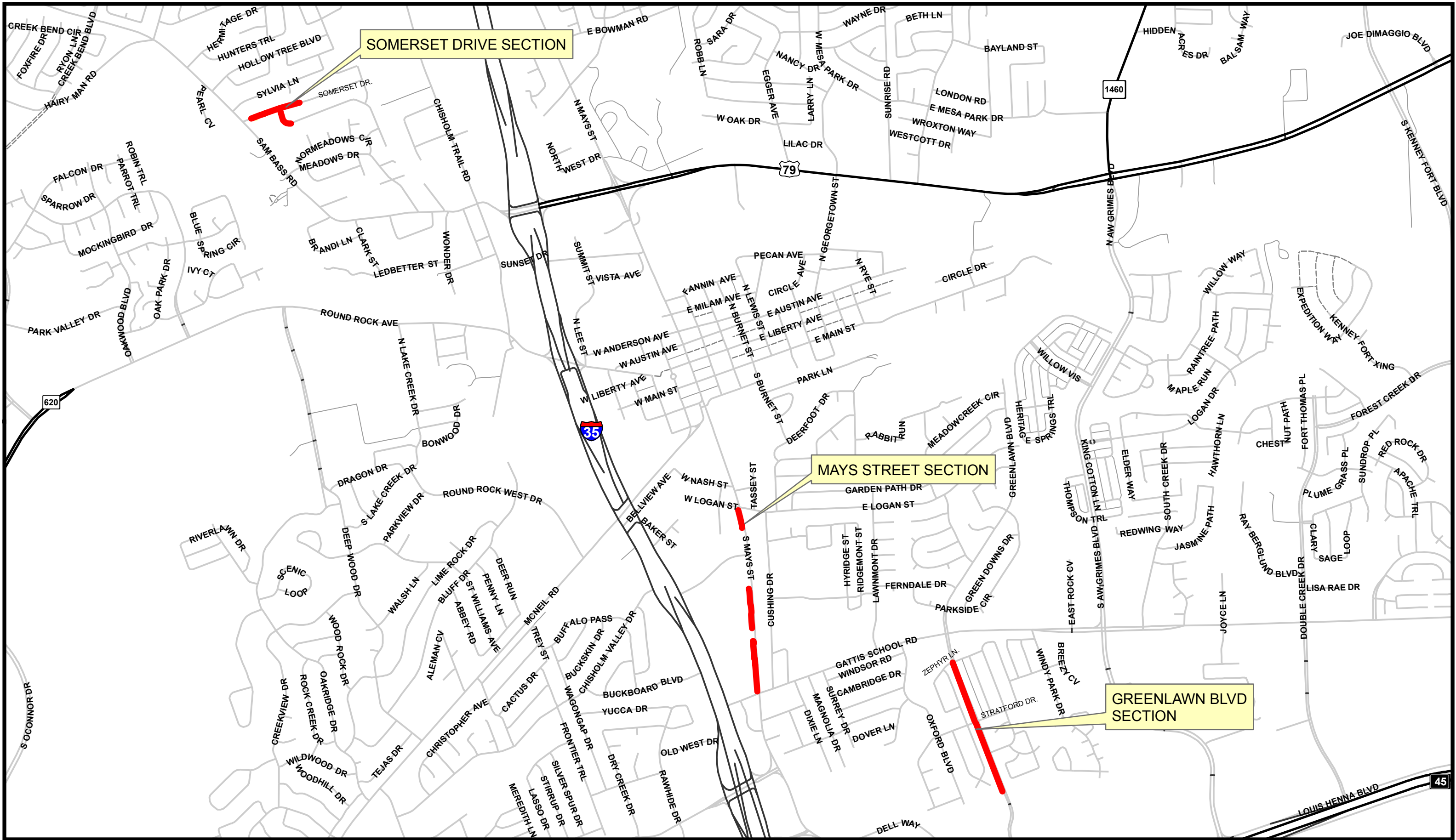
AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jimmy Patin, this the 2 day of November, 2016, to certify which, witness my hand and seal of office.

Victoria Brannon
Signature of officer administering oath

Victoria Brannon
Printed name of officer administering oath

Secretary
Title of officer administering oath



2014 Sidewalk Gaps Project -
Construction Limits





City of Round Rock

Agenda Item Summary

Agenda Number: H.4

Title: Consider a resolution authorizing the Mayor to execute a Contract with D&S Concrete Contractors for the Kensington Channel Improvements Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/12/2017

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$207,117.50

Indexes: Regional Detention Fund

Attachments: Resolution, Bid Tab, Form 1295, Map

Department: Utilities and Environmental Services

Text of Legislative File 2017-4062

On October 2015, the City executed an Engineering Services Contract with K. Friese and Associates. This contract included the design of a regional stormwater detention pond and channel repairs for the tributary known as Dry Branch Tributary 1 traversing through the Kensington Place Neighborhood. The goal of the analysis and design is to reduce flooding, reduce the erosive velocities, and to provide repairs for three existing concrete drop structures located within the Kensington Channel. The design for this contract has been divided into two categories. The first category is for the analysis and design of the regional stormwater detention pond and the second category is for the design of the channel repairs to the three drop structures located downstream of the proposed pond. The Kensington Channel Improvements project includes only the construction of the repairs to the three drop structures and does not include any construction of the regional detention pond. The design for the regional detention pond is still being analyzed and will be constructed at a later time.

K. Friese and Associates has evaluated and designed stream stabilization and restoration of the three drop structures within the Kensington Channel. The design included correcting the erosion and maintenance issues for the drop structures and two small eroded areas downstream of the structures. The proposed work is located along the channel, between Greenlawn Blvd., and Dell Way Street. The proposed work includes the removal of broken concrete riprap, new proposed concrete riprap at the toe of each structure, some regrading of the channel and the installation of dry rock riprap.

On December 07, 2016, the City received five bids for the construction of the channel improvements. Upon checking and tabulation of the bids, D&S Concrete Contractors submitted the lowest base bid in the amount of \$207,117.50. The engineer's construction estimate for this project was \$212,794. The City is recommending contracting with D&S Concrete Contractors for the execution of the construction of Kensington Channel Improvements project.

Cost: \$207,117.50

Source of Funds: Regional Detention Fund

Staff recommends approval

RESOLUTION NO. R-2017-4062

WHEREAS, the City of Round Rock has duly advertised for bids for the Kensington Channel Improvements Project; and

WHEREAS, D&S Concrete Contractors has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of D&S Concrete Contractors, 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 D&S Concrete Contractors for the Kensington Channel Improvements 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 12th day of January, 2017.

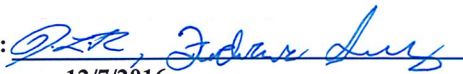
ALAN MCGRAW, Mayor
City of Round Rock, Texas

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 : 
 DATE : 12/7/2016

BID TABULATION

SHEET: 1 of 2

CONTRACT : Kesington Channel Improvements	D&S Concrete Contractors	TCB Construction	Smith Contracting	Myers Concrete Construction
LOCATION : 2008 Enterprise Drive	Statement of Safety? Yes	Statement of Safety? Yes	Statement of Safety? Yes	Statement of Safety? Yes
DATE: 12/7/2016	Addendum(s)? N/A	Addendum(s)? N/A	Addendum(s)? N/A	Addendum(s)? N/A
	Bid Bond? Yes	Bid Bond? Yes	Bid Bond? Yes	Bid Bond? Yes

BASE BID


ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Remove P.C. Concrete RipRap	1664	SF	\$10.00	\$ 16,640.00	\$9.50	\$ 15,808.00	\$7.00	\$ 11,648.00	\$9.50	\$15,808.00
2	Core and Grout Existing Concrete	2	EA	\$4,000.00	\$ 8,000.00	\$7,500.00	\$ 15,000.00	\$5,000.00	\$ 10,000.00	\$16,210.00	\$32,420.00
3	Concrete Riprap (6")	91	SY	\$400.00	\$ 36,400.00	\$117.00	\$ 10,647.00	\$300.00	\$ 27,300.00	\$397.00	\$36,127.00
4	Dry Riprap, D50 = 15", 24" Layer	954	CY	\$105.00	\$ 100,170.00	\$150.00	\$143,100.00	\$170.00	\$ 162,180.00	\$344.00	\$328,176.00
5	Native Seeding for Eros (Hydro)	2215	SY	\$4.50	\$ 9,967.50	\$2.75	\$ 6,091.25	\$6.00	\$ 13,290.00	\$6.00	\$13,290.00
6	Soil Retention Blanket Class 2 €	203	SY	\$20.00	\$ 4,060.00	\$7.25	\$ 1,471.75	\$10.00	\$ 2,030.00	\$4.00	\$812.00
7	Tree Removal	1	EA	\$900.00	\$ 900.00	\$1,200.00	\$ 1,200.00	\$600.00	\$ 600.00	\$659.00	\$659.00
8	Tree Protection Type A	351	LF	\$20.00	\$ 7,020.00	\$4.50	\$ 1,579.50	\$3.00	\$ 1,053.00	\$10.00	\$3,510.00
9	Pipe Slope Drain	2	EA	\$300.00	\$ 600.00	\$1,500.00	\$ 3,000.00	\$500.00	\$ 1,000.00	\$2,471.50	\$4,943.00
10	Rock Berm	100	LF	\$40.00	\$ 4,000.00	\$39.00	\$ 3,900.00	\$27.00	\$ 2,700.00	\$66.00	\$6,600.00
11	Stabilized Construction Entrances	3	EA	\$1,200.00	\$ 3,600.00	\$1,700.00	\$ 5,100.00	\$2,000.00	\$ 6,000.00	\$3,625.00	\$10,875.00
12	Erosion Control Log	180	LF	\$10.00	\$ 1,800.00	\$10.00	\$ 1,800.00	\$15.00	\$ 2,700.00	\$23.10	\$4,158.00
13	Mobilization (5%)	1	LS	\$9,100.00	\$ 9,100.00	\$20,000.00	\$ 20,000.00	\$10,000.00	\$ 10,000.00	\$23,137.00	\$23,137.00
14	Safety Fence	405	LF	\$12.00	\$ 4,860.00	\$6.00	\$ 2,430.00	\$2.00	\$ 810.00	\$8.00	\$3,240.00
TOTAL BASE BID:			\$	207,117.50	\$	231,127.50	\$	251,311.00	\$483,755.00		

Unit prices in red (\$XX.XX) indicate no written unit price entered by bidder.

Costs in red (\$XXXX.XX) indicate adjustment upon tabulation of bids.

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

BIDS EXTENDED AND CHECKED

BY: 
 DATE: 12/7/2016

BID TABULATION

SHEET: 2 of 2

CONTRACT : Kesington Channel Improvements		Shirley & Sons Construction			
LOCATION : 2008 Enterprise Drive			Statement of Safety? Yes	Statement of Safety?	Statement of Safety?
DATE: 12/7/2016		Addendum(s)? N/A	Addendum(s)? N/A	Addendum(s)? N/A	Addendum(s)? N/A
		Bid Bond? Yes	Bid Bond?	Bid Bond?	Bid Bond?

BASE BID

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Remove P.C. Concrete RipRap	1664	SF	\$7.20	\$11,980.80		\$0.00		\$0.00		\$0.00
2	Core and Grout Existing Concrete	2	EA	\$25,000.00	\$50,000.00		\$0.00		\$0.00		\$0.00
3	Concrete Riprap (6")	91	SY	\$1,305.00	\$118,755.00		\$0.00		\$0.00		\$0.00
4	Dry Riprap, D50 = 15", 24" Layer	954	CY	\$420.00	\$400,680.00		\$0.00		\$0.00		\$0.00
5	Native Seeding for Eros (Hydro)	2215	SY	\$18.00	\$39,870.00		\$0.00		\$0.00		\$0.00
6	Soil Retention Blanket Class 2	203	SY	\$73.00	\$14,819.00		\$0.00		\$0.00		\$0.00
7	Tree Removal	1	EA	\$500.00	\$500.00		\$0.00		\$0.00		\$0.00
8	Tree Protection Type A	351	LF	\$5.00	\$1,755.00		\$0.00		\$0.00		\$0.00
9	Pipe Slope Drain	2	EA	\$1,000.00	\$2,000.00		\$0.00		\$0.00		\$0.00
10	Rock Berm	100	LF	\$40.00	\$4,000.00		\$0.00		\$0.00		\$0.00
11	Stabilized Construction Entrances	3	EA	\$2,000.00	\$6,000.00		\$0.00		\$0.00		\$0.00
12	Erosion Control Log	180	LF	\$12.00	\$2,160.00		\$0.00		\$0.00		\$0.00
13	Mobilization (5%)	1	LS	\$34,000.00	\$34,000.00		\$0.00		\$0.00		\$0.00
14	Safety Fence	405	LF	\$13.00	\$5,265.00		\$0.00		\$0.00		\$0.00
TOTAL BASE BID:				\$691,784.80		\$0.00		\$0.00		\$0.00	

Unit prices in red (\$XX.XX) indicate no written unit price entered by bidder.

Costs in red (\$XXXX.XX) indicate adjustment upon tabulation of bids.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-147097

Date Filed:
12/15/2016

Date Acknowledged:

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

D&S Concrete Contractors
Seguin, TX United States

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

City Of Roundrock

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

Kensington Channel Improvement
Drainage Improvements

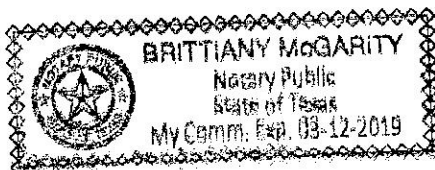
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

[Signature]
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said José Dominguez, this the 19th day of December 20 16, to certify which, witness my hand and seal of office.

[Signature] Brittiany McGarity Notary
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

Kensington Detention and Channel Improvements

The map displays the project area along Dry Branch Tributary 1. Key features include:

- Channel Repair:** Indicated by a yellow box with a line pointing to a green dot on the tributary near the intersection of Oxford Blvd and Windsor Trl.
- Detention Improvements:** Indicated by a yellow box with a line pointing to a green dot at the southern end of the tributary, near Dell Way.
- Streets:** Numerous residential streets are shown, including Cushing Dr, Shing Park Dr, Gattis School Rd, Windsor Rd, Cambridge Dr, Westminster Pl, Surrey Dr, Greenwich Pl, Dover Ln, Lancaster Gate Dr, Oxford Blvd, Windsor Trl, Windrift Way, Stratford Dr, Nottingham Hill Rd, Dell Way, Parkside Cir, Zephyr Ln, Cottonwood Ct, Catherine Ct, Cindy Ct, Breezy Ct, Whirlwind Trl, Windy Park Dr, Windy Park Cir, Parkfield Cir, Sedgewick Ln, Hampton Ln, and Fri Arc Creek Loop.
- Infrastructure:** Interstate 35 (I-35) is visible on the left side of the map.
- Orientation and Scale:** A north arrow and a scale bar (0 to 2,000 feet) are located in the bottom right corner.

Channel Repair

Detention Improvements





City of Round Rock

Agenda Item Summary

Agenda Number: H.5

Title: Consider a resolution authorizing the Mayor to execute a Contract with Myers Concrete Construction for the Hester's Crossing Channel Improvements Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/12/2017

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$109,050.80

Indexes: 2014 Drainage Revenue Bonds

Attachments: Resolution, Bid Tab, Form 1295, Map

Department: Utilities and Environmental Services

Text of Legislative File 2017-4064

On July 2016, the City executed an Engineering Services contract with Freese and Nichols, Inc.

This contract included services for the analysis, evaluation and design of stream stabilization to address and repair erosion issues within the existing channel located downstream of the La Frontera Dam on the south side of Hester's Crossing Road.

The design included erosion repair plans, which include the installation of rock gabion walls, regrading of the channel bed and embankments, rock riprap and the installation of vegetation along the channel bottom.

On December 07, 2016, the City received two bids for the construction of the designed improvements. Upon checking and tabulation of the bids, Myers Concrete Construction submitted the lowest base bid in the amount of \$86,023.97.

During the design of this project, City staff requested the design engineer to include two add alternatives that would extend the limits of the erosion repairs, so that the city could select to install if bids were acceptable to the city and within the project budget. Myers Concrete Construction bid for the Add Alternate No. 1 was \$13,388.12 and for Add Alternate No. 2 was \$9,638.71.

The City is recommending contracting with Myers Concrete Construction for the execution of the construction of the Base Bid, Add Alternate No. 1 and 2 for the Hester's Crossing

Channel Improvements project for a total contract award of \$109,050.80. The engineer's construction estimate for the Base Bid and Add Alternate No. 1 and 2 was \$125,500.

Cost: \$109,050.80

Source of Funds: 2014 Drainage Revenue Bonds

Staff Recommends Approval.

RESOLUTION NO. R-2017-4064

WHEREAS, the City of Round Rock has duly advertised for bids for the Hesters Crossing Channel Improvements 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 Hesters Crossing Channel Improvements 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 12th day of January, 2017.


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 : 
 DATE : 12/7/2016

BID TABULATION

SHEET: 1 of 2

CONTRACT : Hester's Crossing Channel Improvements	Myers Concrete Construction	Smith Contracting		
LOCATION : 2008 Enterprise Drive	Statement of Safety? Yes	Statement of Safety? Yes	Statement of Safety?	Statement of Safety?
DATE: 12/7/2016	Addendum(s)? N/A	Addendum(s)? N/A	Addendum(s)? N/A	Addendum(s)? N/A
	Bid Bond? Yes	Bid Bond? Yes	Bid Bond?	Bid Bond?

BASE BID

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Dry Rock Riprap (24")	26	SY	\$384.04	\$9,985.04	\$500.00	\$13,000.00		\$0.00		\$0.00
2	Mortared Rock Riprap (36")	25	SY	\$447.80	\$11,195.00	\$800.00	\$20,000.00		\$0.00		\$0.00
3	Soil Retention Blanket	146	SY	\$8.93	\$1,303.78	\$13.00	\$1,898.00		\$0.00		\$0.00
4	Native Grasslands for Erosion	146	SY	\$11.62	\$1,696.52	\$33.00	\$4,818.00		\$0.00		\$0.00
5	Native Grasslands for Eros (Hydro)	1474	SY	\$4.52	\$6,662.48	\$13.00	\$19,162.00		\$0.00		\$0.00
6	Filter Fabric	57	SY	\$22.07	\$1,257.99	\$20.00	\$1,140.00		\$0.00		\$0.00
7	Rock Berm	20	LF	\$59.37	\$1,187.40	\$37.00	\$740.00		\$0.00		\$0.00
8	Stabilized Construction Entrance	1	EA	\$3,226.82	\$3,226.82	\$3,000.00	\$3,000.00		\$0.00		\$0.00
9	Barricades, Signs, and Traffic	3	MO	\$2,673.24	\$8,019.72	\$2,000.00	\$6,000.00		\$0.00		\$0.00
10	Safety Fence	240	LF	\$6.38	\$1,531.20	\$3.00	\$720.00		\$0.00		\$0.00
11	Vegetated Gabions, Twisted Woven	99	CY	\$277.43	\$27,465.57	\$600.00	\$59,400.00		\$0.00		\$0.00
12	Permanent Turf Reinforcement	20	SY	\$70.61	\$1,412.20	\$80.00	\$1,600.00		\$0.00		\$0.00
13	Erosion Control Log (18")	575	LF	\$19.27	\$11,080.25	\$25.00	\$14,375.00		\$0.00		\$0.00
TOTAL BASE BID:					\$86,023.97		\$145,853.00		\$0.00		\$0.00

Unit prices in red (\$XX.XX) indicate no written unit price entered by bidder.
 Costs in red (\$XXXX.XX) indicate adjustment upon tabulation of bids.

BID TABULATION

Contract: Hester's Crossing Channel Improvements (Continued)

SHEET: 2 of 2

Myers Concrete
Construction

Smith Contracting

ADD ALTERNATE NO.1

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
AA1-1	Channel Excavation	15	CY	\$89.37	\$1,340.55	\$300.00	\$4,500.00		\$0.00		\$0.00
AA1-2	Dry Rock Riprap (24")	19	SY	\$384.85	\$7,312.15	\$600.00	\$11,400.00		\$0.00		\$0.00
AA1-3	Soil Retention Blanket	49	SY	\$11.31	\$554.19	\$15.00	\$735.00		\$0.00		\$0.00
AA1-4	Native Grasslands for Erosion	49	SY	\$11.62	\$569.38	\$33.00	\$1,617.00		\$0.00		\$0.00
AA1-5	Native Grasslands for Ero (Hydro)	287	SY	\$5.67	\$1,627.29	\$15.00	\$4,305.00		\$0.00		\$0.00
AA1-6	Filter Fabric	34	SY	\$23.23	\$789.82	\$20.00	\$680.00		\$0.00		\$0.00
AA1-7	Vegetated Coir Roll	62	LF	\$19.27	\$1,194.74	\$300.00	\$18,600.00		\$0.00		\$0.00
TOTAL ADD ALTERNATE NO.1:					\$13,388.12		\$41,837.00		\$0.00		\$0.00

ADD ALTERNATE NO.2

AA2-1	Channel Excavation	2	CY	\$135.04	\$270.08	\$800.00	\$1,600.00		\$0.00		\$0.00
AA2-2	Dry Rock Riprap (24")	13	SY	\$410.44	\$5,335.72	\$500.00	\$6,500.00		\$0.00		\$0.00
AA2-3	Soil Retention Blanket	50	SY	\$11.08	\$554.00	\$15.00	\$750.00		\$0.00		\$0.00
AA2-4	Native Grasslands for Erosion	50	SY	\$11.62	\$581.00	\$33.00	\$1,650.00		\$0.00		\$0.00
AA2-5	Native Grasslands for Ero (Hydro)	209	SY	\$5.33	\$1,113.97	\$16.00	\$3,344.00		\$0.00		\$0.00
AA2-6	Filter Fabric	32	SY	\$23.23	\$743.36	\$20.00	\$640.00		\$0.00		\$0.00
AA2-7	Vegetated Coir Roll	54	LF	\$19.27	\$1,040.58	\$300.00	\$16,200.00		\$0.00		\$0.00
TOTAL ADD ALTERNATE NO.2:					\$9,638.71		\$30,684.00		\$0.00		\$0.00

TOTAL BASE BID + ADD ALTERNATE NO.1:					\$99,412.09		\$187,690.00		\$0.00		\$0.00
TOTAL BASE BID + ADD ALTERNATE NO. 1&2:					\$109,050.80		\$218,374.00		\$0.00		\$0.00

Unit prices in red (\$XX.XX) indicate no written unit price entered by bidder.

Costs in red (\$XXXX.XX) indicate adjustment upon tabulation of bids.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Myers Concrete Construction, LP
Wimberle, TX United States

Certificate Number:
2016-147558

Date Filed:
12/19/2016

Date Acknowledged:

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

Ciyt of Round Rock

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

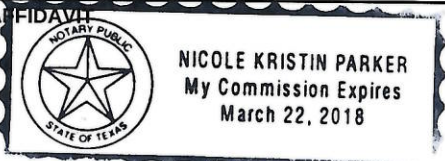
Hesters Crossing Channel Imp
Improvements of drainage channel at Hesters Crossing

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

5 Check only if there is NO Interested Party.



6 AFFIDAVIT



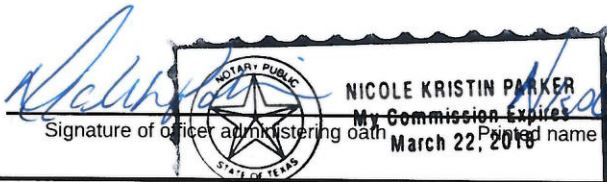
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Charlene Myers, this the 19 day of Dec, 2016, to certify which, witness my hand and seal of office.



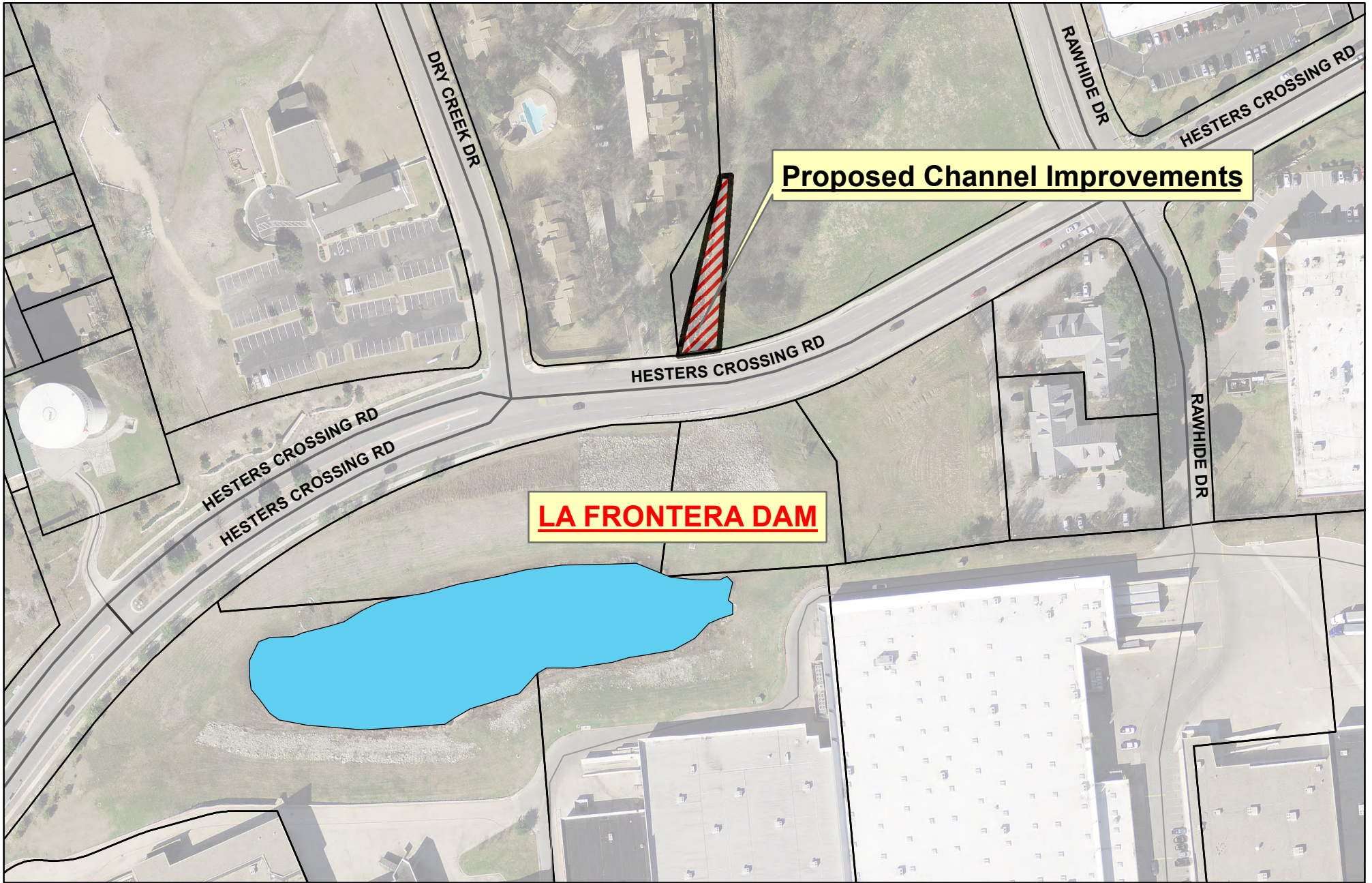
Signature of officer administering oath

Printed name of officer administering oath

Nicole Kristin Parker

[Signature]

Title of officer administering oath



HESTERS CROSSING CHANNEL IMPROVEMENTS



City of Round Rock

Agenda Item Summary

Agenda Number: H.6

Title: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the Interlocal Agreement Regarding Use of Construction Cost Savings From Phase 1A of the BCRUA Regional Water Treatment and Distribution Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/12/2017

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 2017-4072

In 2010, the Brushy Creek Regional Utility Authority (BCRUA) Board and the City Councils for Round Rock, Cedar Park, and Leander approved an Interlocal Agreement (ILA) which identified the anticipated cost savings from all Phase 1A construction project contracts. The ILA included an exhibit which outlined and authorized additional related project expenditures (Phase 1B, Phase 2, etc.) that could be funded by portions of the anticipated savings.

The purpose of this resolution is to authorize the BCRUA and the three Cities to execute Amendment No.1 to that 2010 ILA, further clarifying and updating those projects for which the remaining Phase 1A savings may be used. The amendment includes a variety of projects, including continuing Phase 2 related expenditures (e.g., right of way acquisition), and utilization of savings to fund the anticipated design costs for the Phase 1C project, which will increase capacity of the interim floating raw water intake and the regional water treatment plant from 17 to 30 million gallons per day.

The BCRUA board approved Amendment No. 1 to the ILA on December 14, 2016.

Staff recommends approval.

RESOLUTION NO. R-2017-4072

WHEREAS, the City of Round Rock (“City”) has previously entered into an Interlocal Agreement (“Agreement”) with the Brushy Creek Regional Authority (“BCRUA”) and the Cities of Cedar Park and Leander regarding use of construction cost savings from Phase 1A of the BCRUA Regional Water Treatment and Distribution Project on October 20, 2010; and

WHEREAS, the City Council now wishes to enter into Amendment No. 1 to the Agreement to add items to the list of approved expenditures, 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 Amendment No. 1 to the Interlocal Agreement Regarding Use of Construction Cost Savings From Phase 1A of the BCRUA Regional Water Treatment and Distribution Project, 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 12th day of January, 2017.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**AMENDMENT NO. 1 TO THE
INTERLOCAL AGREEMENT REGARDING USE OF CONSTRUCTION COST
SAVINGS FROM PHASE 1A OF THE BCRUA REGIONAL
WATER TREATMENT AND DISTRIBUTION PROJECT**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT REGARDING USE OF CONSTRUCTION COST SAVINGS FROM PHASE 1A OF THE BCRUA REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT ("Amendment No. 1") is entered into between the Brushy Creek Regional Utility Authority ("**BCRUA**"), the City of Round Rock, Texas, a Texas home-rule city ("**Round Rock**"); the City of Cedar Park, Texas, a Texas home-rule city ("**Cedar Park**"), and the City of Leander, Texas, a Texas home-rule city ("**Leander**"). In this Agreement, BCRUA, Round Rock, Cedar Park and Leander are sometimes individually referred to as "**Party**" and collectively referred to as "**Parties**". In this Agreement, Round Rock, Cedar Park and Leander are sometimes collectively referred to as "**Cities**."

Recitals

WHEREAS, on or about the 20th day of October, 2010 the Parties entered into that one certain Interlocal Agreement Regarding Use of Construction Cost Savings From Phase 1A of the BCRUA Regional Water Treatment and Distribution Project (the "ILA"), for the purpose of setting forth the terms and conditions for the expenditure of cost savings from Phase 1A towards other items and projects; and

WHEREAS, the Parties wish to amend the ILA to add items to the list of approved expenditures, **Now Therefore**, the parties hereby agree as follows:

I.

1.1 Section 2.01 of the ILA is hereby amended to read as follows:

2.01 The cost savings reflected in the Amended Exhibit D may be used by the Cities only for the projects and purposes as set forth in more detail on the Amended Exhibit A, attached hereto and incorporated herein for all purposes.

II.

2.1 To the extent necessary to effect the terms and provisions of this Amendment No. 1, the ILA is hereby amended and modified. In all other respects, the aforesaid ILA is hereby ratified and confirmed.

2.2 This Amendment No. 1 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 Amendment No. 1 to be effective as of the ____ day of _____, 201__.

SIGNATURES APPEAR ON FOLLOWING PAGES.

CITY OF ROUND ROCK:

ATTEST:

Sara White, City Clerk

By: _____
Alan McGraw, Mayor

Date: _____

CITY OF CEDAR PARK:

ATTEST:

LeAnn Quinn, City Secretary

By: _____
_____, Mayor

Date: _____

CITY OF LEANDER:

ATTEST:

Debbie Haile, City Secretary

By: _____
_____, Mayor

Date: _____

**BRUSHY CREEK REGIONAL UTILITY
AUTHORITY**

By: _____
Jon Lux, President

Attest:

By: _____
Ron Abruzzese, Secretary

Amended Exhibit A
BCRUA Regional Water Project
Use of Construction Cost Savings from Phase 1A
Updated: December 14, 2016

DESCRIPTION	CONSTRUCTED CAPACITY (MGD)	ESTIMATED COST	CEDAR PARK RESERVED CAPACITY (%)	CEDAR PARK COST	LEANDER RESERVED CAPACITY (%)	LEANDER COST	ROUND ROCK RESERVED CAPACITY (%)	ROUND ROCK COST
PHASE 2-DEEP WATER INTAKE & RAW WATERLINE								
Planning/Preliminary Engineering		\$ 8,160,038	28.96	\$ 2,279,671	42.85	\$ 3,521,484	28.19	\$ 2,358,884
Land Acquisition		\$ 3,356,474	28.96	\$ 972,035	42.85	\$ 1,438,249	28.19	\$ 946,190
Property Right Acquisitions & Monitoring		\$ 3,000,000	28.96	\$ 868,800	42.85	\$ 1,285,500	28.19	\$ 845,700
Local Planning & Zoning		\$ 250,000	28.96	\$ 72,400	42.85	\$ 107,125	28.19	\$ 70,475
Contingency		\$ 883,488	28.96	\$ 255,858	42.85	\$ 378,575	28.19	\$ 249,055
PHASE 2-DEEP WATER INTAKE & RAW WATERLINE SUB-TOTAL		\$ 15,650,000		\$ 4,448,764		\$ 6,730,932		\$ 4,470,304
Cost Allocation Percentages				28.43%		43.01%		28.56%
PHASE 1A-WATER TREATMENT PLANT CONSTRUCTION								
Legal & Litigation Costs		\$ 5,512,000	18.42	\$ 1,015,310	47.06	\$ 2,593,947	34.52	\$ 1,902,742
PHASE 1A-WATER TREATMENT PLANT CONSTRUCTION SUB-TOTAL		\$ 5,512,000		\$ 1,015,310		\$ 2,593,947		\$ 1,902,742
Cost Allocation Percentages				18.42%		47.06%		34.52%
PHASE 1B-WATER TREATMENT PLANT RE-RATING								
WTP Re-Rate		\$ 150,000	26.67	\$ 40,005	46.66	\$ 69,990	26.67	\$ 40,005
PHASE 1B-WATER TREATMENT PLANT RE-RATING SUB-TOTAL		\$ 150,000		\$ 40,005		\$ 69,990		\$ 40,005
Cost Allocation Percentages				26.67%		46.66%		26.67%
PHASE 1C-WATER TREATMENT PLANT EXPANSION								
TWDB Funding Consultant		\$ 46,200	26.67	\$ 12,322	46.66	\$ 21,557	26.67	\$ 12,322
Design Engineering		\$ 1,815,000	26.67	\$ 484,061	46.66	\$ 846,879	26.67	\$ 484,061
PHASE 1C-WATER TREATMENT PLANT EXPANSION SUB-TOTAL		\$ 1,861,200		\$ 496,382		\$ 868,436		\$ 496,382
Cost Allocation Percentages				26.67%		46.66%		26.67%
SEGMENT 2A & 2B TRANSMISSION LINES								
Segments 2A & 2B - LCRA Overhead (Leander)		\$ 1,106,793		\$ -		\$ 1,106,793		\$ -
Segments 2A & 2B - Take Points (Leander)		\$ 300,000		\$ -		\$ 300,000		\$ -
SEGMENT 2A & 2B TRANSMISSION LINES SUB-TOTAL		\$ 1,406,793		\$ -		\$ 1,406,793		\$ -
LEANDER RESERVE FUND								
Reserve Funding		\$ 6,184,000		\$ -		\$ 6,184,000		\$ -
LEANDER RESERVE FUND SUB-TOTAL		\$ 6,184,000		\$ -		\$ 6,184,000		\$ -
BCRUA RE-ALLOCATED PHASE 1A CONSTRUCTION SAVINGS		\$ 30,763,993		\$ 6,000,461		\$ 17,854,098		\$ 6,909,433



City of Round Rock

Agenda Item Summary

Agenda Number: H.7

Title: Consider a resolution authorizing the Mayor to execute a Demand Response Enrollment Agreement with NRG Curtailment Solutions, Inc. for participation in the demand response program.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/12/2017

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2017-4073

The City of Round Rock is a partner in the Brushy Creek Regional Wastewater System (BCRWWS) along with the cities of Austin and Cedar Park. NRG Curtailment Solutions, Inc. has approached the BCRWWS to enroll the East Regional Wastewater Treatment Plant in their Emergency Response Service Program. This program involves no cost to the partners, but obliges the BCRWWS to conduct a once a year 30-minute test proving that they can reduce the plants power demand by 950 kilowatts (kW), if called upon during a potential power curtailment. If a load reduction event were to occur, the BCRWWS could be subject to an 8 hour reduction in power that could be increased for an additional 4 hours in order to reduce the demand on the electric grid. The BCRWWS will do whatever it can to meet this load reduction, but will not be penalized in any way for not meeting the requirement.

If the BCRWWS meets the reduction in load requirement during such events, then the BCRWSS will receive a rebate from NRG. The rebates are estimated to be \$38,600 per year, which will be shared by the participating cities of BCRWWS. The operator of the east wastewater treatment plant confirmed that they should be able to easily reduce the electric load at the plant by 950 kW over the 30-minute test period. If the BCRWWS does not meet the requirement, then the rebate may be reduced. Enrollment in this program is a win-win opportunity for the cities to receive an electric utility rebate and an opportunity for ERCOT to reduce the peak loading on the grid. This agreement enrolls the City in the Emergency Response Service Program for 5 years.

Staff Recommends Approval.

RESOLUTION NO. R-2017-4073

WHEREAS, the City of Round Rock (“City”) is a partner in the Brushy Creek Regional Wastewater System (“BCRWWS”) along with the Cities of Austin and Cedar Park; and

WHEREAS, NRG Curtailment Solutions, Inc. (“NRG”) has approached the BCRWWS to enroll the East Regional Wastewater Treatment Plant in NRG’s Emergency Response Service Program; and

WHEREAS, the City Council desires to enroll into said Program, 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 Demand Response Enrollment Agreement with NRG Curtailment Solutions, 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 12th day of January, 2017.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



EXHIBIT
"A"

POWERPAY
DEMAND RESPONSE PROGRAM

enrollment
form

Demand Response Enrollment Agreement

Company: _____ ("We" or "Our") Utility: _____

Address: _____ City: _____ Zip: _____

Contact Person: _____ Tel: _____

E-mail: _____ Fax: _____

We agree to participate in NRG Curtailment Solutions, Inc. (NRGCS) f/k/a Energy Curtailment Specialists, Inc.'s demand response (DR) programs as designated below. By signing this Enrollment Agreement (Agreement) we agree to the following:

1. NRGCS will be our exclusive demand response provider and we authorize NRGCS to enroll us in the programs we designate below subject to our eligibility, program availability, and pursuant to the terms of this Agreement. NRGCS will enroll us in each designated program and provide all services necessary for us to participate in each program.
2. We consent to NRGCS's collection of our data, including but not limited to obtaining our electricity usage data from our utility. We will (a) complete any forms requested of NRGCS as required for program enrollment; (b) authorize NRGCS to complete forms required for program enrollment on our behalf; (c) authorize NRGCS to modify our capacity reduction commitment or bids as conditions require; and (d) curtail load or commence generation in compliance with the applicable program rules and this Agreement.
3. NRGCS will notify us immediately after it receives notice of a curtailment test or event. We understand that we are expected to be available for curtailment of our full committed capacity for all contracted hours within a Contract Period.
4. **We will not be subject to out-of-pocket financial penalties by participating in each program even if we fail to reduce electricity consumption when called upon.** If we do not reduce electricity consumption when called upon, our future capacity reduction commitment may be reduced and our program participation may be terminated. In no event will our failure to reduce electricity consumption require us to incur out-of-pocket penalties. NRGCS will be responsible for all costs associated with its QSE scheduling services, if applicable.
5. (a) We will not disclose NRGCS program information to any third party; (b) We will not enroll in any other demand response program during the term of this Agreement unless we participate through NRGCS; (c) If the program changes at any time, NRGCS will notify us of such changes and we agree to execute any conforming contract addenda required to continue our participation and enrollment consistent with those program changes; (d) We agree to be bound by full program rules and/or tariffs available on each program provider's website; and (e) NRGCS will determine in its discretion if we qualify for a program and whether we will be registered in the applicable program(s).
6. No part of any contracted demand response capacity may be used to provide ancillary or demand response services in any other program(s) during the same hours.
7. If there are any changes to our ability to meet our commitment we will notify NRGCS immediately.
8. **As payment for our participation we will receive 80% of the revenues** received from ERCOT (a) for accepted capacity offers per program that we are enrolled in; (b) attributable to the amount of kW we are enrolled and certified for; and (c) adjusted for our program performance and any costs provided for in this Agreement. NRGCS will pay us within 40-days after it receives revenue paid by ERCOT per contract period (currently three times per year).

WE AUTHORIZE NRG Curtailment Solutions, Inc. to enroll us in the following program(s):

<input type="checkbox"/>	Emergency Response Service Program	<input type="checkbox"/>	Commercial Load Management Program
--------------------------	------------------------------------	--------------------------	------------------------------------

☐ Check this box if you intend to run a generator in order to satisfy your obligations under this Agreement.



Emergency Response Service Program (ERS Program)

9. We authorize NRGCS to (a) enroll us in ERCOT's ERS Program; and (b) schedule our participation through NRGCS acting as a Qualified Scheduling Entity (**QSE**). NRGCS will obtain our agreement on the capacity to be offered before scheduling our participation. NRGCS will enroll us in the ERS Program for one or more ERS Contract Periods (defined below).

"ERS Contract Period" means the four month periods defined in the ERCOT Protocols for which ERCOT will procure ERS, as follows: June through September; October through January; and February through May.

10. We will be subject per ERS Contract Period to a maximum of eight (8) hours of cumulative obligation deployment time, however ERCOT may extend the duration up to an additional four (4) hours. We are required to perform a load shedding test once every year. If we fail the test, we will be subject to a retest. If we fail the retest NRGCS may at its discretion decline to reenroll us in the ERS Program. The duration of a test will not count toward the ERS Resource's eight hours of maximum deployment time for an ERS Contract Period.
11. We will participate in the ERS Program for **five (5) years** from the date the last party signs this Agreement as indicated by the date associated with that Party's signature, rounded forward to the end of the ERS Contract Period in effect at the end of that period (Initial ERS Term); By signing this Agreement we acknowledge that we are familiar with applicable federal, state or local environmental regulations that apply to the use of any generator in the provision of ERS, and that the use of such generator(s) to provide ERS would not violate those regulations.
12. By signing this Agreement we acknowledge that we have reviewed P.U.C. SUBST. R. 25.507, ERCOT ERS Protocols and this Agreement relating to the provision of ERS, and agree to comply with and be bound by such provisions.

I understand and agree with the above terms and conditions:

Initial Here: _____

Company Name: _____

Signature: _____ Title: _____ Date: _____

NRG CURTAILMENT SOLUTIONS, INC.

Signed by NRGCS: _____ Title: _____ Date: _____

- ☐ By checking this box, you agree that NRGCS may list the Customer's name and logo as a customer on NRGCS's website and include Customer's name and logo in various marketing materials.

WE AUTHORIZE NRG Curtailment Solutions, Inc. to enroll us in the Program Option designated by us, subject to the terms of the Agreement, and we agree to be bound by full program rules and/or tariffs available on each program provider's website.

Company Name: _____

Signature: _____ Title: _____ Date: _____

NRG Curtailment Solutions, Inc.

Signed by NRGCS: _____ Title: _____ Date: _____



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

NRG Curtailment Solutions, Inc.
Houston, TX United States

Certificate Number:
2016-149453

Date Filed:
12/30/2016

Date Acknowledged:

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

City of Round Rock

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

Demand Response Enrollment Agr
Demand Response Program, ERCOT

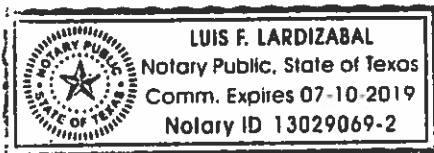
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	NRG Curtailment Solutions, Inc.	Buffalo, NY United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Frances J. Perkins
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Frances Perkins, this the 30 day of December, 20 16, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Luis Lardizabal
Printed name of officer administering oath

Public notary
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: H.8

Title: Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No.3 with Joeris General Contractors. Ltd. for the Old Settlers Park Multi-Purpose Sports Field Complex Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/12/2017

Dept Director: Chad McDowell, General Services Director

Cost: \$1,383,827.00

Indexes: Hotel Occupancy Tax Fund; RR Transportation and Economic Development Corporation (Type B)

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services Department

Text of Legislative File 2017-4031

This change order allows Joeris to complete a portion of Kenny Fort Road that accesses the north parking lot entrances to OSP Multi-Purpose Fields. Initially when this project went to bid the plans for the road project were not complete. The Full Kenny Fort extension is planned for the future. By building this portion of road now, we will have ingress and egress to the OSP new parking lots. Plans for this section have been completed for Transportation by K-Friese & Associates and the price came in just under their estimated budget of 1.4 million. Transportation will run the project management on this project.

Cost: \$1,383,827

Source of Funds: *HOT Funds (Road) and Type B (Intersection) Funds*

Staff recommends approval.

RESOLUTION NO. R-2017-4031

WHEREAS, the City of Round Rock has previously entered into a contract (“Contract”) with Joeris General Contractors, Ltd. for the OSP Multi-Purpose Sports Field Complex Project, and

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

WHEREAS, it has been determined that it is necessary to adjust/change the quantities in said Contract in accordance with the attached Quantity Adjustment/Change Order No. 3, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City, Quantity Adjustment/Change Order No. 3 to the Contract with Joeris General Contractors, Ltd. for the OSP Multi-Purpose Sports Field Complex Project, a copy of said quantity adjustment/change order being attached hereto as Exhibit “A” and incorporated herein for all purposes.

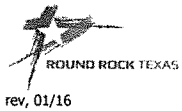
The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were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

RESOLVED this 12th day of January, 2017.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Contract Quantity Adjustment/Change Order

rev, 01/16

Department: General Services

Project Name: OSP multi-purpose sports field Date: 11/21/16

City Project ID Number: _____ Change Order/Quantity Adjustment No. 3

Vendor: Joeris

Company Name: _____ Address: _____ Phone No.: _____

Justification

New road to improve project access

SUMMARY

	Amount	% Change
Original Contract Price:	\$22,994,973.00	
Previous Quantity Adjustment(s):		
This Quantity Adjustment:	\$0.00	
Total Quantity Adjustment(s):	\$0.00	
Total Contract Price with Quantity Adjustment(s):	\$22,994,973.00	
Previous Change Order(s):		0%
This Change Order:	\$1,383,827.21	6%
Total Change Order(s) To Date:	\$1,383,827.21	6%
Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]:	\$24,378,800.21	
Difference between Original and Adjusted Contract Prices:	\$1,383,827.21	
Original Contract Time:		
Time Adjustment by previous Quan. Adj./Change Order:		
Time Adjustment by this Quan. Adj./Change Order:		
New Contract Time:	0	

Submitted for Approval

Prepared By: Travis Wilkes Building Const. Manager Nov 22, 2016

Signature: _____ Printed Name, Title, Company: _____ Date: _____

Approvals

Contractor: JEFF FULLER Sr. Project Manager Joeris 11-22-16

Signature: _____ Printed Name, Title, Company: _____ Date: _____

City Project Manager: Chad McDowell 11-23-16

Signature: _____ Printed Name, Title: _____ Date: _____

Mayor/City Manager: _____

Signature: _____ Printed Name, Title: _____ Date: _____

Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
1	road	1	1	\$1,383,827.21	\$1,383,827.21	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
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					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
				TOTALS:	\$1,383,827.21	0

[illegible]

Change Order Request

Project # 16010-0 - Round Rock Old Settlers Park Sports Complex

COR: 054R

Monday, November 21, 2016

Travis Wilkes
City of Round Rock Parks & Recreation
212 Commerce Blvd.
Round Rock, TX 78664

Re: Kenny Fort Road - Segment 4A w topsoil VE

Mr. Wilkes,

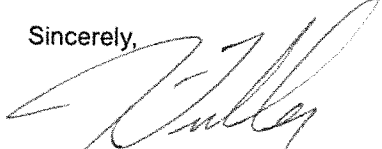
The additional cost associated with the work outlined in Change Order Request #054R - Kenny Fort Road - Segment 4A w topsoil VE is attached for your review and approval, along with the subcontractor quotes and a detailed breakdown.

Total Cost: \$ 1,383,827.21

In addition to the cost of work noted above, we are also requesting 0 additional calendar days to perform this work. Please advise how you would like us to proceed.

This proposal is valid until **Wednesday, December 21, 2016** unless otherwise noted.

Sincerely,



Jeff Fuller, Project Manager
Joeris General Contractors, Ltd
9211 Waterford Centre Blvd., Suite 150
Austin, Texas 78758
512-920-0338
512-920-0339 Fax

COR Cost Breakdown

Project # 16010-0 - Round Rock Old Settlers Park Sports Complex **COR: 054R**

Date 11/15/16

Days Req 0

PCO # Description

RFP 018R Kenny Fort Blvd. - Segement 4A

001	Sitework - Ranger proposal dated 11.7.16	\$ 456,071.35
002	Concrete - Cap Concrete proposal dated 11.7.16	\$ 224,534.89
003	Utilities - Cap Conc proposal dated 11.7.16	\$ 226,357.76
004	SWPPP Services - Env. Allies proposal dated 11.8.16	\$ 10,901.26
005	Erosion Stabilizatin Services - Env. Allies proposal dated 11.8.16	\$ 34,326.00
006	Elect. & Illumination - Alterman proposal dated 11.11.16	\$ 113,074.52
007	Striping & Signage - APAC proposal dated 11.2.16	\$ 22,391.53
008	Topsoil & Seeding - Maldonado proposal dated 11.11.16	\$ 148,656.25
009	Survey & Layout - Joeris	\$ 5,500.00
010	Clean-Up - Joeris	\$ 8,408.00
011	Dumpsters - Joeris	\$ 4,871.00
012	Dewatering - Joeris	\$ 2,598.00
013	Supervision (Asst. Super - 3 mo.) - Joeris	\$ 19,522.00
014	Traffic Control - Joeris	\$ 3,500.00
015	Demo Curb & Sidewalk along Old Settlers	\$ 2,500.00
016	Landscape VE Option - use on-site topsoil in lieu of imported sandy loam as specified.	\$ (35,000.00)
017	Bond	\$ 9,812.20
018	GC OH&P	\$ 125,802.45
Total For: RFP 018R		\$ 1,383,827.21

Qualifications:

- Proposal based solely on plans provided by K.Friese+ Associates dated 10.24.2016 & Addendum # 1 dated 10.26.2016
- Reference to GN 1 on sheet 3 to be disregarded per Nov. 7 email response from Travis Wilkes.
- Sales Tax Excluded
- Haul spoils to on-site location
- Landscape Maint not included (add \$2,500 for 60 Day Maint)
- Pole light assemblies, conductors or electric service poles excluded - assumed as provided and installed by others
- Hydroseed cap to bind broadcast seed not included (add \$11,026 if desired)
- Includes 12x12 - Highline Elect. Pull Boxes as submitted (unable to get price for Oncor box)
- SWPPP Narrative, NOI not included (Multi-Sport Complex SWPPP to be modified)
- Potholing to locate existing utilities excluded
- Curb backfill with on-site material
- Removal of sidewalk along Old Settlers at new intersection is included.
- Maintenance and warranty bond not included per Nov. 7 email
- Pedestrian rail PR-1 not included per Nov. 7 email.
- Pricing included to maintain construction access to Multi-Sports complex site during construction of road.
- Temp Irrigation using reuse water.
- Signage and Pavement markings taken from Page 48 in lieu of Page 6 as these quantities compared more favorable to the plan take-off.
- 6x6 J Box figured in lieu of TXDOT 72" Manhole. Add \$5,000 plus 4-6 weeks to schedule for TXDOT 72" manholes.
- No General Condition pricing included based on assumption that commencement of Phase B field work is not contingent on completion of this work.
- Joeris reserves the right to request reimbursement for General Conditions should it be determined Phase B cannot start until Kenny Fort work is complete.
- VE Option : Savings of \$35K to use on-site stockpiled topsoil (assuming availability) in lieu of imported pit loam.

Change Order Request

Project # 16010-0 - Round Rock Old Settlers Park Sports Complex

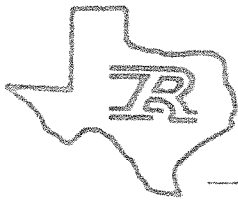
COR: 054R

Approved By:

Signature _____

Name _____

Date _____



RANGER

EXCAVATING, L.P.

5222 THUNDER CREEK RD. B-1 • AUSTIN, TEXAS 78759 • (512) 331-5551

CHANGE REQUEST #003

November 7, 2016

To: Jeff Fuller
Joeris Construction
From: Nathan Ziehr
Re: Old Settlers Sports Complex Round Rock
Subject: Kenney Fort Boulevard Segment 4A

Jeff,

Here is the price to address the requested price for our work on the new addition of Segment 4A to Kenney Fort Boulevard at the Old Settlers Sports Complex Round Rock Project.

DATE	ITEM	UNIT	QTY	UNIT RATE	TOTAL Cost
7-Nov	SDN.2 - CURB BACKFILL (ONSITE MATERIAL)	SY	1,494.00	\$ 6.20	\$ 9,262.80
7-Nov	101.1 - PREP ROW	STA	12.30	\$ 1,780.00	\$ 21,894.00
7-Nov	110.1 - EXCAVATION (ROADWAY)	CY	3,439.00	\$ 7.40	\$ 25,448.60
7-Nov	132.1 - EMBANKMENT (ORD COMP - TY.B)	CY	6,541.00	\$ 5.30	\$ 34,667.30
7-Nov	210.1 - FL BS (TY.A, GR.4)	CY	2,507.00	\$ 27.75	\$ 69,569.25
7-Nov	306.1 - PRIME COAT (MULTI OPT)	GAL	978.00	\$ 3.85	\$ 3,765.30
7-Nov	340.1 - D-GR HMA TY-B PG64-22	TON	1,381.00	\$ 86.00	\$ 118,766.00
7-Nov	340.2 - D-GR HMA TY-C PG70-22	TON	553.00	\$ 93.00	\$ 51,429.00
7-Nov	110.6001 - EXCAVATION (ROADWAY)	CY	6,132.00	\$ 9.40	\$ 57,640.80
7-Nov	132.6003 - EMBANKMENT (ORD COMP - TY.B)	CY	102.00	\$ 5.30	\$ 540.60
7-Nov	REMOBILIZATION TO EXCAVATE DRAINAGE SWALE	LS	1.00	\$ 3,600.00	\$ 3,600.00
SUBTOTAL					\$ 396,583.65

Overhead (6%)	LS	1.00	\$ 23,795.10	\$ 23,795.10
Profit (9%)	LS	1.00	\$ 35,692.60	\$ 35,692.60

TOTAL \$ 456,071.35

Sincerely,


Nathan Ziehr

• Leave EXIST Util



HUB Certified in Texas

P.O. Box 438 Liberty Hill, TX 78642

Voice: (512) 515-0650 Fax: (512) 515-0645

November 7, 2016

RE: Segment 4A

We are pleased to provide a concrete proposal for the above referenced project. The base proposal amount is **Please see below for pricing**. This proposal is valid until accepted in a written contract containing mutually acceptable terms and conditions or until 30 days from the date of this proposal, which ever comes first. Pricing is based on Civil Drawings dated October 24, 2016.

Sales tax IS NOT included in our proposal.

We acknowledge 1 addenda.

The following is included in our base bid amount:

- All Concrete will be cured with a curing compound
- Finish floor in accordance with ACI 301 and ACI302.1
- All concrete to have a slump range of 4-6"
- Sidewalk Concrete based on a COA Cls "A"
- Curb and Gutter Concrete based on a COA Cls "I"
- Approach Concrete based on COA Cls "P"
- Wingwall and Box Culvert Concrete based on a COA Cls "C"
- Curb Inlet Concrete based on a COA Cls "C"
- Furnish and install reinforcement
- All reinforcement accessories

• FINE GRADE ? SAND CUSHION
O SIDEWALKS; APPROACHES ✓
• REMOVE EXIST CURBS; GUTTER ^{NO}
• REMOVE EXIST SIDEWALK ^{NO}
ALONG OLD SETBACKS

Site-work Concrete:

- Wingwall (PW -1) (HW= 7 ft.)- \$14,866.02
- Wingwall (PW -1) (HW= 6 ft.)- \$11,450.80
- Concrete Approach - \$13,428.45
- CIP Box Culvert (6 ft. x 4 ft.) - \$78,980.42
- 15' Curb Inlets - \$11,990.29
- 4" Sidewalks - \$57,588.51
- ADA Ramps - \$1,437.50
- Curb and Gutter - \$26,213.75
- Light Pole Bases- \$8,579.15

224,534⁸⁹

Exclusions:

- Cold Weather Concrete Placement
- Layout of other trades scope
- Heating and/or Cooling of Concrete

- Drilled piers/ Slurry drilled piers U.N.O.
- Rock excavation/ Trenching
- Testing and Permits
- Traffic Control/Traffic Control Plan/ Barricades
- Wet-cure of concrete
- Dewatering
- Furnish and placement of handrails/ Temporary Walk Structures
- Embeds/Grates/ Anchor Bolts/ Angle iron
- ~~Locating~~ or Relocation of Existing Utilities
- Sealants & Waterproofing
- All demolition
- Asphalt Cutting/ Patching - As required at approach drives
- Imported material for fill
- SWPPP and erosions control
- Sign Footings/ Misc. Concrete
- Fence post set in concrete, concrete for the fence post
- Concrete Footers at all dry stack walls
- Concrete Wheel / Curb Stops
- Wash out box/container
- Furnish and Placement of CMU Reinforcement
- Haul Off of Spoils
- Liquidated damages
- Night/weekend work

Qualifications:

- Pad to be +/- .10 prior to Capitol Concrete Acceptance
- **Layout of Capitol Concrete's scope of work when the concrete scope is ready to be performed. Layout of other trades scope is not included.**
- Adequate access to be provided for pump truck and/or concrete trucks.
- All Retaining wall/ Continuous footings if any shall be received by CCC at Top of Footing elevations. Any additional excavation shall incur additional costs.
- 40 HR work week is included in base bid. Any and all overtime will be an additional charge.
- A safe working environment according to OSHA requirements.
- Price is based on ONE mobilization. Any additional mobilizations will be at a rate of \$1,800.00.

Should you have any questions regarding our proposal please feel free to contact me at your earliest convenience.

Sincerely,

Larry Franz
Project Estimator

		Quantity	Unit	Unit Cost	Total
430.1	Conc Curb and Gutter (TY II)	1675	LF	\$ 13.61	\$ 22,796.75
			O/H & P	\$ 2.04	\$ 3,417.00
433.1	Driveways (Conc)	315	SY	\$ 37.07	\$ 11,677.05
			O/H & P	\$ 5.56	\$ 1,751.40
432.1	Conc Sidewalks (4")	1407	SY	\$ 35.59	\$ 50,075.13
			O/H & P	\$ 5.34	\$ 7,513.38
	Curb Ramps (TY I)	2	EA	\$ 625.00	\$ 1,250.00
			O/H & P	\$ 93.75	\$ 187.50
462 6011	Conc Box Culv (6 ft x 4 ft)	157	LF	\$ 437.45	\$ 68,679.65
			O/H & P	\$ 65.61	\$ 10,300.77
466 6181	Wingwall (PW -1)(HW =6 ft)	1	EA	\$ 12,926.97	\$ 12,926.97
			O/H & P	\$ 1,939.05	\$ 1,939.05
466 6182	Wingwall (PW -1) (HW =7 ft)	1	EA	\$ 9,957.22	\$ 9,957.22
			O/H & P	\$ 1,493.58	\$ 1,493.58
508S I15S	15' Inlet Standard	2	EA	\$ 5,213.17	\$ 10,426.34
			O/H & P	\$ 781.98	\$ 1,563.95
416 6029	Drill Shaft (Rdwy ILL Pole) (30 in)	54	LF	\$ 138.15	\$ 7,460.13
			O/H & P	\$ 20.72	\$ 1,119.02
Total				\$	224,534.89



P.O. BOX 439
LIBERTY HILL, TX 78642
OFFICE: 512-515-0650 FAX: 512-515-0645
KENNEY FORT BLVD.
UTILITY PROPOSAL

DRAINAGE	QTY	UNIT	UNIT COST	SUBTOTAL	OH&P	TOTAL
18" RCP PIPE & FITTINGS	17	LF	\$45.27	\$769.59	\$105.01	\$ 874.60
24" RCP PIPE & FITTINGS	101	LF	\$59.19	\$5,978.19	\$812.86	\$ 6,791.05
36" RCP PIPE & FITTINGS	438	LF	\$103.81	\$45,468.78	\$6,130.25	\$ 51,599.03
36" PREFAB CAP & PLUG	1	EA	\$675.00	\$675.00	\$95.05	\$ 770.05
42" STEEL CASING	343	LF	\$246.70	\$84,618.10	\$11,457.71	\$ 96,075.81
6' x 6' JUNCTION BOX (IN LIEU OF 72" MANHOLE)	2	EA	\$4,497.68	\$8,995.36	\$1,208.55	\$ 10,203.91
6' x 5' GRATE INLET	1	EA	\$5,169.24	\$5,169.24	\$690.40	\$ 5,859.64
10' CURB INLET	3	EA	\$3,680.86	\$11,042.58	\$1,479.75	\$ 12,522.33
18" CMP	24	LF	\$43.66	\$1,047.84	\$157.18	\$ 1,205.02
SUB TOTAL DRAINAGE						\$ 185,901.44
GENERAL CONDITIONS	QTY	UNIT	UNIT COST	SUBTOTAL	OH&P	TOTAL
STAKING	1,056	LF	\$1.58	\$1,668.48	\$237.60	\$ 1,906.08
TRENCH PROTECTION	1,056	LF	\$2.10	\$2,217.60	\$316.80	\$ 2,534.40
ROCK TRENCHING	1,056	LF	\$18.24	\$19,261.44	\$2,751.00	\$ 22,012.44
MOBILIZATION	1	LS	\$6,300.00	\$6,300.00	\$900.00	\$ 7,200.00
SPOILS HAUL-OFF (on-site disposal)	87	LDS	\$68.00	\$5,916.00	\$887.40	\$ 6,803.40
SUB TOTAL GENERAL CONDITIONS						\$ 40,456.32
Total Project Costs						\$ 226,357.76

NOTE: "License for underground fire line is excluded from Capitol Concrete's scope of work and must be provided by Fire Sprinkler contractor or others."

EXCLUSIONS:

REVEGETATION
SWPPP
PERMITS, LICENSES, FEES
LIFT STATION
BONDS
TAX ON PUBLIC IMPROVEMENTS
PAVEMENT REPAIRS / PATCHES
TRAFFIC CONTROL / LANE CLOSURES
FURNISH WATER METERS
SOIL TESTING
DRY UTILITIES
DE-WATERING
FURNISH AND INSTALL GREASE TRAPS
CAST IN PLACE CONCRETE
BOOTHING FOR LOCATES
ANYTHING NOT EXPRESSLY LISTED ABOVE

This bid was prepared from plans by: K FRIESE ASSOCIATES
Plans Dated: 10/24/2016

BID DATE: 11/07/2016

LOCATE EXIST UTIL

RIP RAP?

BY ENV ALIES

TXDOT MANHOLE

- 4 TO 6 WEEK LEAD TIME

- 6X6 READY AVAILABLE

+ \$5,000

PROPOSAL FOR SWPPP SERVICES



**environmental
allies**

www.environmentalallies.com
9625 Windfern Rd., Houston TX 77064
281-442-4112 office * 281-442-4117 fax
Hannah Floyd * Estimator
estimator1@environmentalallies.com

November 8, 2016

Kenney Fort Boulevard- Segment 4A- Old Settlers Park

Round Rock, TX

		Pricing Good for 90 Days			
		Qty	Unit	Unit Price	Total
TPDES Compliance	1 SWPPP Narrative (No Start Up Service Charges) Includes: 1 Bound Copy, Required SWPPP Signage, Submission of MS4 Documents, Processing of NOI and NOT Excludes: NOI Fee if applicable (see next line)	TBD	EA	\$1,200.00	TBD
	2 Contractor NOI Permit Fee Filed & Submitted. STEERS Account is strongly suggested for quick processing	TBD	EA	\$325.00	TBD
	3 Site Inspections Performed Weekly- plug in the project duration (Qty) in months	TBD	MO	\$400.00	TBD
*May be able to use previous OSP SWPPP					
TPDES Compliance Total					\$0.00

Structural Controls	4 Stabilized Construction Entrance- 3' x 5' Crushed Limestone (111 SY)	0	EA	\$1,295.00	\$0.00
	5 Concrete Truck Washout- 1' Berm & Plastic Liner (10'x10')	0	EA	\$550.00	\$0.00
	6 Wire Back Reinforced Filter Fabric Fence (includes removal- one time only- must meet 500 LF minimum, offer may vary- see alternates)	0	LF	\$1.75	\$0.00
	7 Grate Inlet Protection Barrier with Filter Fabric	1	EA	\$53.50	\$53.50
	8 Curb Inlet Protection Barrier with Geocurve (10')	0	EA	\$90.00	\$0.00
	9 Type 2 Rock Berm- 18" H with wire- \$975 Minimum	26	LF	\$37.50	\$975.00
	Removal of Rock Berm	26	LF	\$15.00	\$390.00
	10 Mulch Sock (12")	1278	LF	\$6.67	\$8,524.26
	Removal of Mulch Sock	1278	LF	\$0.75	\$958.50
	11 Tree Protection (Chain Link Fence)	0	LF	\$2.41	\$0.00
	12 Clearing (for installation of silt fence and tree protection- only if needed)	TBD	DAY	\$500.00	TBD
Structural Controls Total					\$10,901.26

Mobil/Misc	13 Badging/ Orientation/ Drug Testing/ Safety Classes (price per person)	0	EA	TBD	\$0.00
	14 Mobilization Charge- This bid includes 1 mobilization*. All additional mobilizations will be charged a \$250 mobilization fee. All mobilizations must meet \$500 minimum. *This scope of work might require additional mobilization fees based on site readiness which could increase total project costs (Site readiness includes but is not limited to: contractor representative onsite to direct installation, clearing, surveying, phasing, BMP location identifications, tagged trees etc.)	0	EA	\$250.00	\$0.00

TAX	15 *Sales Tax	0	LS	8.25%	\$0.00
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Alternative Items		
GeoCurve for Curb Inlet Protection: \$ 90.00	If Rock Saw for Silt Fence is needed there will be a charge of \$0.50/LF for 1000 LF and greater; for less than 1000 LF, a \$600 flat rate for the saw will be charged in addition to the Silt Fence price per LF. If Silt Fence is less than 500 LF, then additional \$0.50/LF for removal - one time only. Offer may vary based upon evaluation of silt fence state (e.g. heavily compacted)	Additional Copy of SWPPP Narrative: \$50.00
Sales Tax*		
All bolded items are considered taxable temporary items, unless exemption certificate is provided. See section 151.338 of the Texas Tax Code.		
Exclusions		
Permits, fees, TX DOT specifications, safety classes, badging, site specific classes, damages by weather/non-weather related events, material removal & repairs, rooming fees, water meter fees, clearing, trimming, grubbing, backfilling, trenching, excavation & project maintenance.		
Certifications		
Certificates available upon request.		

TPDES Compliance Total	\$0.00
Structural Controls Total	\$10,901.26
Mobilization Total	\$0.00
*Sales Tax	\$0.00
SWPPP Grand Total	\$10,901.26

We the Contractor do hereby agree to the price, specifications and conditions referred to herein, and authorize the subcontractor named herein to perform the work as specified.

COMPANY _____
SIGNATURE _____

TITLE _____
DATE _____

SEE NEXT PAGE FOR STABILIZATION SERVICES

PROPOSAL FOR STABILIZATION SERVICES



**environmental
allies**

November 8, 2016

Kenney Fort Boulevard- Segment 4A- Old Settlers Park
Round Rock, TX

www.environmentalallies.com
9625 Windfern Rd., Houston TX 77064
281-442-4112 office * 281-442-4117 fax
Hannah Floyd * Estimator
estimator1@environmentalallies.com

		Pricing Good for 90 Days			
		Qty	Unit	Unit Price	Total
Misc	1 Curlex 2 Erosion Control Matting Pyramat	2880	SY	\$1.45	\$4,176.00
	2 Dry Rock Rip Rap (TXDOT)- installed on a prepared grade, excludes excavation	0	SY	\$20.12	\$0.00
		201	CY	\$150.00	\$30,150.00
Misc. Total					\$34,326.00

Mob	Mobilization Charge- This bid includes 1 mobilization*. All additional mobilizations will be charged a \$250 mobilization fee. All mobilizations must meet 1 acre of seed minimum. *This scope of work might require additional mobilization fees based on site readiness which could increase total project costs (Site readiness includes but is not limited to: contractor representative onsite to direct installation, clearing, surveying, phasing, BMP location identifications, tagged trees etc.)				
	3	0	EA	\$250.00	\$0.00
Mobilization Total					\$0.00

Environmental Allies Guarantee	
Environmental Allies has a 1 Year Guarantee for turf establishment that includes tractor work. Area to be seeded must be prepped to final grade and free of any erosion hills or debris before seeding. Guarantee is negated if Environmental Allies is directed to perform seeding on areas that do not meeting the requirements above. Written notice will be provided to the contractor prior to work performed. If there is no growth Environmental Allies will re-seed all areas, excludes but not limited to non-growth due to poor soil conditions, flooding, drought, unusual weather conditions, or non-watering neglect from the contractor on site. The request for the costs associated with the watering schedule will be required for any warranty work.	
Exclusions	
Permits, fees, TX DOT specs, safety classes, badging, site specific classes, damages by weather/non-weather related events, material removal & repairs, rooming fees, water meter fees, clearing, trimming, grubbing, backfilling, trenching, excavation & project maintenance. The client is responsible for providing a water source for hydromulch seeding and/or sod. The client is also responsible for maintaining and watering of the seed and/or sod after work has been completed. We do not provide topsoil, lime, lime stabilization, bed prep or maintenance.	
Certifications	
Certificates available upon request.	

Misc. Total	\$34,326.00
Mobilization Total	\$0.00
Stabilization Grand Total	\$34,326.00

We the Contractor do hereby agree to the price, specifications and conditions referred to herein, and authorize the subcontractor named herein to perform the work as specified.

COMPANY _____
SIGNATURE _____

TITLE _____
DATE _____



Electrical Construction • Service • Preventive Maintenance
Voice • Data • Video • Security • Design & Installation

11/11/2016
Joeris General contractors
Old Settlers Park, RR, TX project

Attn: Jeff Fuller

Re: AEC 14 Kenny Fort rd segment 4A
Electrical Scope and Pricing

We propose the necessary labor and material to perform the electrical work on the above referenced project per the following:

Scope of Work:

- 1) Add 2" conduit UG , boxes, pull string for Street Lighting
- 2) Includes excavation
- 3) Includes Boring in 3 locations
- 4) Includes conduit , ground rods into pole foundations
- 5) Suppling anchor bolts to pole foundation contractor
- 6) Oncor labeled boxes could not be found, in ground box allowance included(see attached)
- 7) Relocation of pole light C-8 is given as an Alternate (see attached)

Special Qualifications and/or Clarifications

- 1) The following items are **not** included in this proposal:
 - a) Any costs for unforeseen conditions, scheduling, acceleration, delays or disruption
 - b) Laying out or building light pole foundations
 - c) Pole lights assemblies, conductors or electric service poles
 - d) Relocation of pole C-8
 - e) sales tax

Conduit 6023	\$65,634.37
Bore 6024	\$26,461.21
12x12 boxes	<u>\$6,621.48</u>
TOTAL PRICE	\$98,717.06
Alternate Add C-8 relocate	\$14,357.46

#113,074⁵²

We appreciate the opportunity to submit the above proposal. If you have any questions, please call.
Please respond within 30 days for approval or disapproved.

Sincerely

P.O. Box 700490, San Antonio, Texas 78270 • 14703 Jones Maltsberger, San Antonio, Texas 78247
tel (210) 496-6888 • fax (210) 496-7349 • www.GoAlterman.com • Texas Electrical Contractor's License No. 17043
Regulated by The Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711,
1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints



ALTERMAN, INC. **RECAP AND SUMMARY SHEET**

Estimate ID #
11/8/16 4:39 PM

JOB NAME: AEC 14 Kenny fort segment 4A 6023 REVISED

BID DATE: November 8,2016
BID TIME:

JOB DURATION (MOS): -
WORKING DAYS: -
SQ. FOOTAGE: -

MATERIAL	DOLLARS	LABOR	
Pricing Pages	\$17,979.77	Labor Factor	1.00
		Labor Hours	415
Boring under road		Revised Labor Factor	
Fire Alarm		Revised Hours	415
Generator / ATS + terp tax		Adjustment Hours	
Diesel Fuel			
		Average Crew Size	
		TOTAL HOURS	415
		Labor Rate	\$29.00
		Labor Burden	29.00% \$3,490.15
		Insurance per MH	\$ 4.85 \$2,012.75
		Labor Subtotal	\$12,035.00
Steel Adjust			
Copper Adjust			
DIRECT JOB EXPENSES		TOTALS	
TEMPORARY SERVICE			
mobilizations		Labor	31% \$17,537.90
301 Permits/Licenses	\$230.00	Material	32% \$17,979.77
302 Utility Charges		DJE	37% \$21,308.63
303 Special Insurance		S.Tax on DJE	8.250%
305 Expendables	1.5% \$180.53		
306 Equip. Rentals	<div>Rental Schedule</div>	PRIME COST	\$ 56,826.30
307 Tool Expense	w/ composite DJE		
308 Ditching	\$18,901.00	Overhead	10.0% \$5,682.63
309 Compaction Test			
310 Crane		ACTUAL COST	\$ 62,508.92
311 Cable Test			
312 Storage and Sheds	w/ composite DJE	Profit	5.0% \$3,125.45
314 Telephone and Post.			
315 As-Built Drawings		SUB-TOTAL BID	\$ 65,634.37
316 Vehicle Expense	w/ composite DJE	Bond Premium	
317 Travel Expense		OCP Premium	
318 Freight and Drayage		Textura Premium	
319 Field Office			
320 Project Manager		TOTAL BID	\$ 65,634.37
321 Project Engineer	\$1,275.00		
330 Safety	w/ composite DJE	Cost/Square Foot	N/A
011 Composite DJE	6.0% \$722.10		

Description	Takeoff Qty		Order Qty		Unit Price	Amount
* unassigned *						
2 PVC COATED GRC ELL	32.00	EACH	32.00	EACH	18.05	577.60
2 SCHEDULE 40 PVC	1,500.00	FEET	1,500.00	FEET	0.96	1,440.00
2 FEMALE ADAPTER	36.00	EACH	36.00	EACH	0.94	33.70
2"BASE SPACER	375.00	EACH	375.00	EACH	0.582	218.25
RED CONCRETE	12.00	CUYC	12.00	CUYC	150.00	1,800.00
SAND	13.89	CUYC	13.89	CUYC	18.00	250.00
Street Light Base prep	8.00	EACH	8.00	EACH	550.00	4,400.00
ANCHOR BOLTS 1-1/4" X 48"	32.00	EACH	32.00	EACH	20.00	640.00
5/8" X 10' GROUND ROD	8.00	EACH	8.00	EACH	18.99	151.92
5/8" GROUND ROD CLAMP	8.00	EACH	8.00	EACH	2.95	23.60
FLOWABLE FILL	150.00	CUYC	150.00	CUYC	55.00	8,250.00
PULL STRING	1,520.00	FEET	1,520.00	FEET	0.05	76.00
PULL STRING	1,510.00	FEET	1,510.00	FEET	0.05	75.50
#6 SOLID Bare	120.00	FEET	120.00	FEET	0.36	43.20
						17,979.77
Grand Total						17,979.77



ALTERMAN, INC. RECAP AND SUMMARY SHEET

Estimate ID #
11/8/16 4:15 PM

JOB NAME: AEC 14 Kenny fort segment 4A Boring 6024

BID DATE: November 8, 2016

BID TIME:

JOB DURATION (MOS):

WORKING DAYS:

SQ. FOOTAGE:

MATERIAL	DOLLARS	LABOR	
Pricing Pages		Labor Factor	1.00
		Labor Hours	21
Boring under road	\$19,527.00	Revised Labor Factor	
Fire Alarm		Revised Hours	21
Generator / ATS + terp tax		Adjustment Hours	
Diesel Fuel		Average Crew Size	
		TOTAL HOURS	21
		Labor Rate	\$29.00
		Labor Burden	29.00% \$176.61
		Insurance per MH	\$ 4.85 \$101.85
		Labor Subtotal	\$609.00
Steel Adjust			
Copper Adjust			
DIRECT JOB EXPENSES		TOTALS	
TEMPORARY SERVICE			
mobilizations	\$2,200.00	Labor	4% \$887.46
301 Permits/Licenses	\$250.00	Material	85% \$19,527.00
302 Utility Charges		DJE	11% \$2,495.68
303 Special Insurance		S.Tax on DJE	8.250%
305 Expendables	1.5% \$9.14		
306 Equip. Rentals	<div>Rental Schedule</div>	PRIME COST	\$ 22,910.14
307 Tool Expense	w/ composite DJE		
308 Ditching		Overhead	10.0% \$2,291.01
309 Compaction Test			
310 Crane		ACTUAL COST	\$ 25,201.15
311 Cable Test			
312 Storage and Sheds	w/ composite DJE	Profit	5.0% \$1,260.06
314 Telephone and Post.			
315 As-Built Drawings		SUB-TOTAL BID	\$ 26,461.21
316 Vehicle Expense	w/ composite DJE	Bond Premium	
317 Travel Expense		OCP Premium	
318 Freight and Drayage		Textura Premium	
319 Field Office			
320 Project Manager		TOTAL BID	\$ 26,461.21
321 Project Engineer			
330 Safety	w/ composite DJE	Cost/Square Foot	N/A
011 Composite DJE	6.0% \$36.54		

FUQUAY, INC.

Certified WBE/HUB/DBE

P. O. Box 10327 Austin, Texas 78766

Phone (512) 260-9899 Fax (512) 260-9009

www.fuquay.com

DATE: November 8, 2016

Page 1 of 2

PROJECT: Kenny Fort Blvd. Segment 4A

This proposal provides all materials, labor, equipment and supervision necessary to complete the following items for the project referenced above.

SECTION - I

Horizontal Directional Drilling (HDD):

The first of these bores will be	\$6,500.00
If we can bore the other 2 within the same mobilization the next 2 will be	\$7,000.00
If grouting is required, all 3 on the same mobilization will cost	\$6,027.00

No potholing included.

If pits deeper than 4 feet this bid is not valid.

Please see other exclusions.

Total less Tax	\$19,527.00
----------------	-------------

All material is guaranteed to be as specified and the work shall be completed in a workmanlike manner. The specified work shall be in accordance with the drawing and specifications as provided by owner/contractor (Bore profile determined by inspector at pre-con).

Any alteration or deviation from specifications and drawings involving extra costs will be executed only upon written orders and will become an extra charge over and above the original quotation. Liability and Workers Compensation Insurance to be furnished by Fuquay, Inc.

EXCLUSIONS: , PAVEMENT REPAIR, , DEMOLITION, BID BOND, SPOILS HAUL-OFF, CONCRETE FLAT WORK, REVEGETATION, GRAVEL BACKFILL, CONSTRUCTION STAKING, TOPSOIL, SODDING, STEEL TIE-IN, HYDROMULCHING, DENSITIES, SAWCUTTING, CONCRETE BACKFILL, FLOWABLE BACKFILL, CLEARING, SIDEWALK REPAIR, STEEL MAIN TIE IN, FLEXIBLE BASE BACKFILL, FINAL CONNECTIONS, CONCRETE ENCASEMENT, FLOWABLE FILL, LANDSCAPING, SAWCUTTING, SEEDING, P&P BONDS, ROCK - TRENCHING, HOE RAMMING, ETC.

**IRRIGATION REPAIRS DO NOT INCLUDE ANY DAMAGES DUE TO OTHER
DAMAGE NOT INCLUDED IN THIS SCOPE OF WORK AREA.**

Fuquay, Inc. is not responsible for materials destroyed or damaged by other contractors, other parties or acts of nature after installation. The cost of replacement shall be at a re-negotiated price. The quoted price is based on a one time installation and unless specifically stated above, does not include the following:

TERMS:

Payment for services shall be due and payable within thirty (30) days of the date / month the work is performed. This proposal may be withdrawn by Fuquay, Inc. if not accepted within thirty days.

Respectfully Submitted,

Accepted by:

Fuquay, Inc.
Company

Company

Luriel Washington
Estimator

Name & Title

Date



ALTERMAN, INC. RECAP AND SUMMARY SHEET

Estimate ID #
 11/8/16 4:20 PM

JOB NAME: AEC 14 Kenny fort segment 4A 12x12 boxes

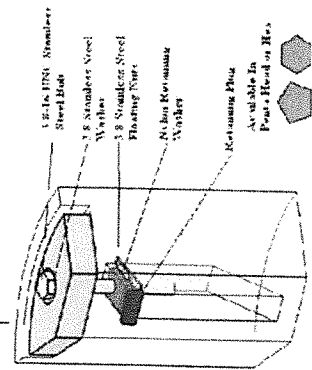
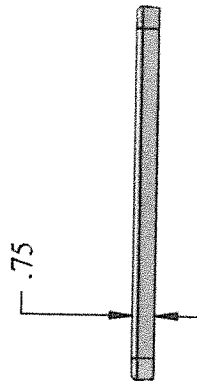
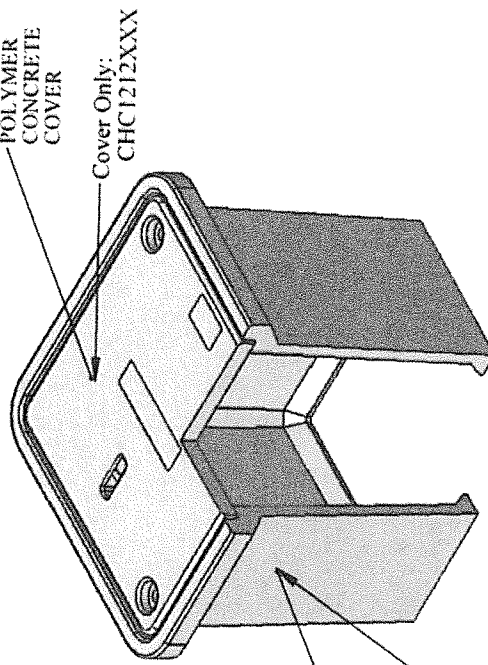
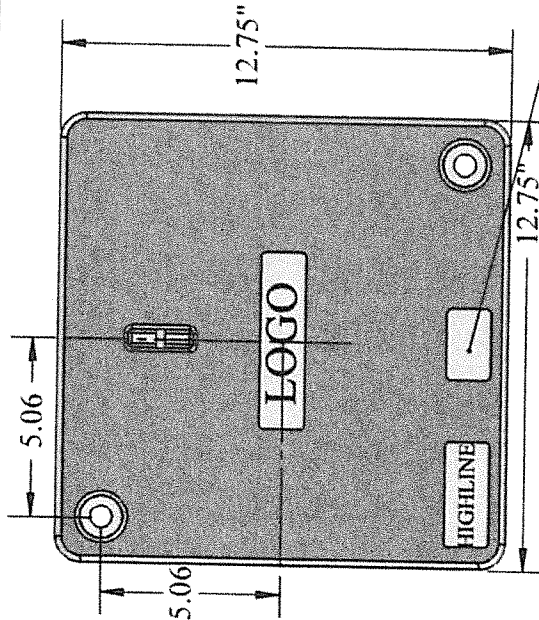
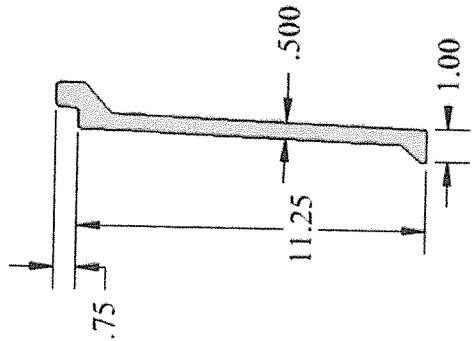
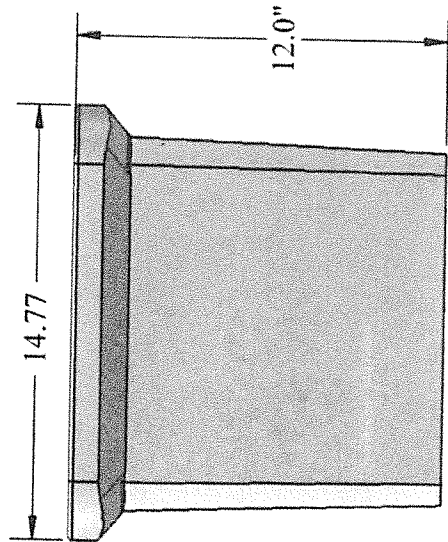
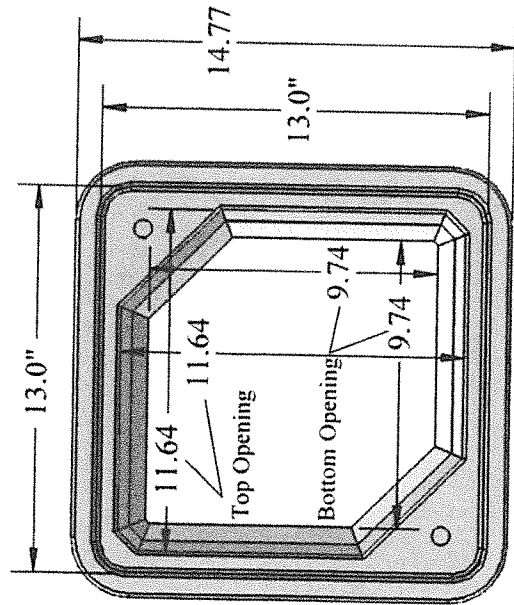
BID DATE: November 8,2016
 BID TIME:

JOB DURATION (MOS): -
 WORKING DAYS: -
 SQ. FOOTAGE: -

MATERIAL	DOLLARS	LABOR	
Pricing Pages	\$1,500.00	Labor Factor	1.00
		Labor Hours	48
Boring under road		Revised Labor Factor	
Fire Alarm		Revised Hours	48
Generator / ATS + terp tax		Adjustment Hours	
Diesel Fuel			
		Average Crew Size	
		TOTAL HOURS	48
		Labor Rate	\$29.00
		Labor Burden 29.00%	\$403.68
		Insurance per MH \$ 4.85	\$232.80
		Labor Subtotal	\$1,392.00
Steel Adjust			
Copper Adjust			
DIRECT JOB EXPENSES		TOTALS	
TEMPORARY SERVICE			
mobilizations		Labor 35%	\$2,028.48
301 Permits/Licenses		Material 26%	\$1,500.00
302 Utility Charges		DJE 38%	\$2,204.40
303 Special Insurance		S.Tax on DJE 8.250%	
305 Expendables 1.5%	\$20.88		
306 Equip. Rentals Rental Schedule		PRIME COST	\$ 5,732.88
307 Tool Expense w/ composite DJE			
308 Ditching \$2,100.00		Overhead 10.0%	\$573.29
309 Compaction Test		ACTUAL COST	\$ 6,306.17
310 Crane			
311 Cable Test		Profit 5.0%	\$315.31
312 Storage and Sheds w/ composite DJE			
314 Telephone and Post.		SUB-TOTAL BID	\$ 6,621.48
315 As-Built Drawings		Bond Premium	
316 Vehicle Expense w/ composite DJE		OCP Premium	
317 Travel Expense		Textura Premium	
318 Freight and Drayage			
319 Field Office		TOTAL BID	\$ 6,621.48
320 Project Manager			
321 Project Engineer		Cost/Square Foot	N/A
330 Safety w/ composite DJE			
011 Composite DJE 6.0%	\$83.52		

Bill of Materials
AEC 14 B ground boxes

Description	Takeoff Qty	Order Qty	Unit Price	Amount
* unassigned *				
Quazite Box 12" X 12"	12.00 EACH	12.00 EACH	125.000	1,500.00
				<u>1,500.00</u>
Grand Total				1,500.00



UNLESS OTHERWISE SPECIFIED:

DIMENSIONS ARE IN INCHES
TOLERANCES: $\pm 1/8$ "
FRACTIONAL:
ANGULAR: MACH \pm BEND \pm
TWO PLACE DECIMAL \pm
THREE PLACE DECIMAL \pm
DRAWING: SK
CHECKED
HIGHLINE APPR.
MFG APPR.

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS
DRAWING IS THE SOLE PROPERTY OF
HIGHLINE PRODUCTS. ANY
REPRODUCTION IN PART OR AS A WHOLE
WITHOUT THE WRITTEN PERMISSION OF
HIGHLINE PRODUCTS IS
PROHIBITED

INTERPRET GEOMETRIC
TOLERANCING PER:
MATERIAL
Polymer Concrete

BOX WEIGHT= 35 lbs

COVER WEIGHT= 10 lbs

UNITS PER PALLET= # 24

NAME: SK
DATE: 07.02.09

HIGHLINE
PRODUCTS

Stackable Polymer Handhole Assembly
Model PHA 121212
Tier8 (S) 12,000 lbs., Tier15 (H) 22,500 lbs.
Tier22 (X) 33,800 lbs.

SIZE DWG. NO. **A** PHA121212

REV **A**

SCALE: NTS

SHEET 1 OF 1



Electrical Construction • Service • Preventive Maintenance
Voice • Data • Video • Security • Design & Installation

11/8/2016
Joeris General contractors
Old Settlers Park, RR, TX project

Attn: Jeff Fuller

Re: AEC 14A Alternate for C-8 relocation
Electrical Scope and Pricing

We propose the necessary labor and material to perform the electrical work on the above referenced project per the following:

Scope of Work:

- 1) Add 2" conduit, pull string, in ground box for new location
- 2) Includes excavation /sidewalk cut/patch
- 3) Includes conduit & ground rod into pole foundation
- 4) Includes supplying anchor bolts to foundation contractor
- 5) Includes street closure permit
- 6) Includes taking down existing street light & re-setting in new location
- 7) Oncor labeled Box could not be found, in ground box allowance included (see attached)
- 8) Based upon regular working hours

Special Qualifications and/or Clarifications

- 1) The following items are **not** included in this proposal:
 - a) Any costs for unforeseen conditions, scheduling, acceleration, delays or disruption
 - b) Laying out or building light pole foundation
 - c) Conductors or tie-in to existing Oncor circuits
 - d) sales tax

TOTAL PRICE

\$14,357.46

We appreciate the opportunity to submit the above proposal. If you have any questions, please call. Please respond within 30 days for approval or disapproved.

Sincerely
ALTERMAN, INC.

P.O. Box 700490, San Antonio, Texas 78270 • 14703 Jones Maltsberger, San Antonio, Texas 78247
tel (210) 496-6888 • fax (210) 496-7349 • www.GoAlterman.com • Texas Electrical Contractor's License No. 17043
Regulated by The Texas Department of Licensing and Regulation, P. O. Box 12157, Austin, Texas 78711,
1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints



ALTERMAN, INC. RECAP AND SUMMARY SHEET

Estimate ID #
11/8/16 2:11 PM

JOB NAME: AEC 14 Kenny fort segment 4A ALTERNATE

ALTERNATE

BID DATE: November 8, 2016

JOB DURATION (MOS):

BID TIME:

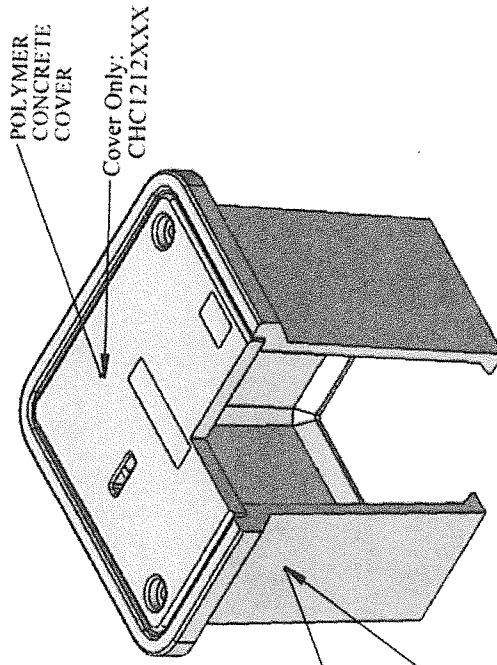
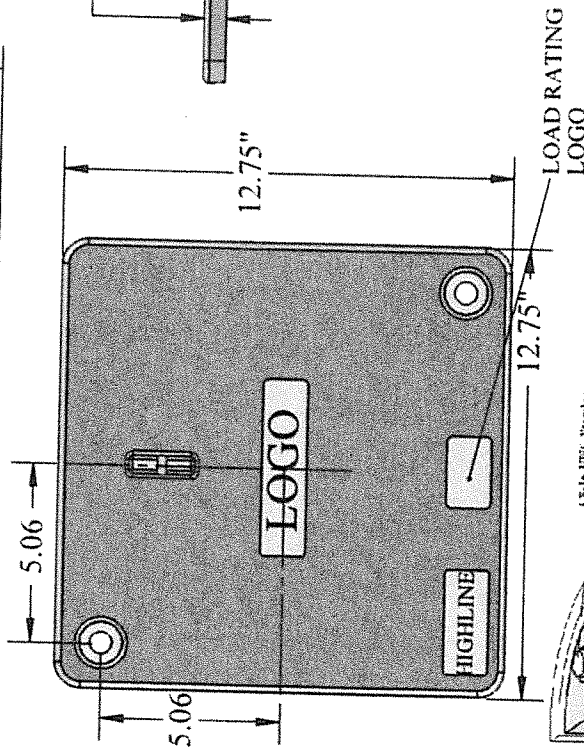
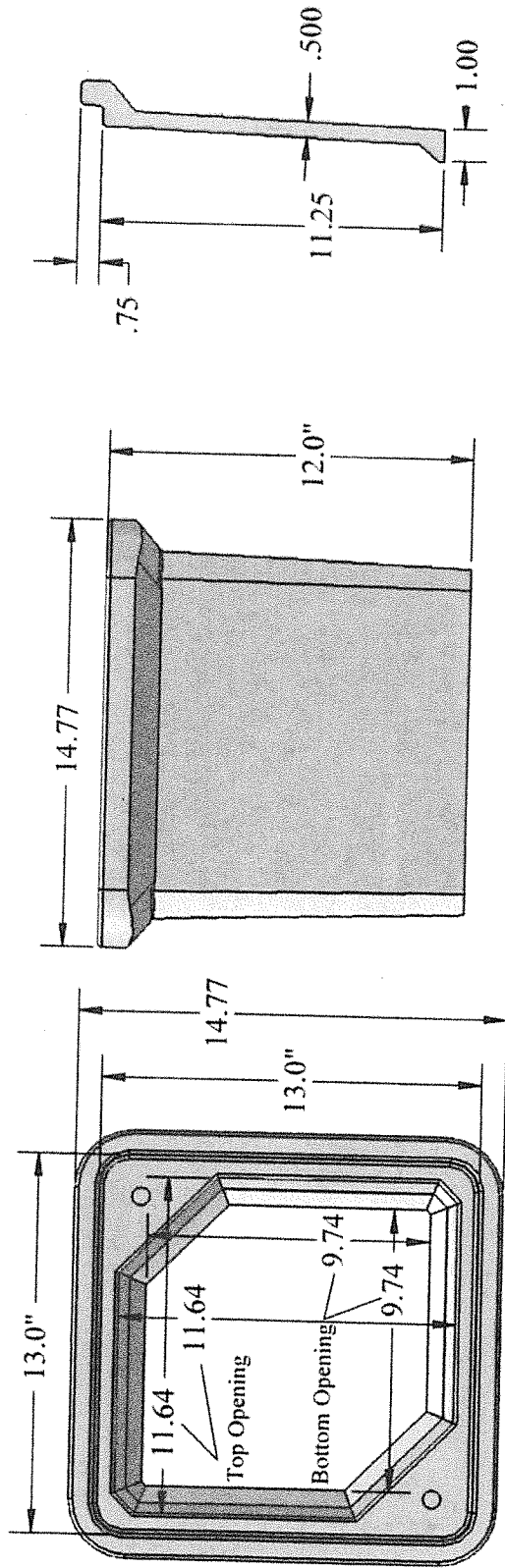
WORKING DAYS:

SQ. FOOTAGE:

-
-
-

MATERIAL	DOLLARS	LABOR	
Pricing Pages	\$1,046.34	Labor Factor	1.00
Boring under road		Labor Hours	56
Fire Alarm		Revised Labor Factor	
Generator / ATS + terp tax		Revised Hours	56
Diesel Fuel		Adjustment Hours	
		Average Crew Size	
		TOTAL HOURS	56
		Labor Rate	\$29.00
		Labor Burden 29.00%	\$470.96
		Insurance per MH \$ 4.85	\$271.60
		Labor Subtotal	\$1,624.00
Steel Adjust			
Copper Adjust			
DIRECT JOB EXPENSES		TOTALS	
TEMPORARY SERVICE			
mobilizations		Labor 19%	\$2,366.56
301 Permits/Licenses	\$2,400.00	Material 8%	\$1,046.34
302 Utility Charges		DJE 73%	\$9,017.80
303 Special Insurance		S.Tax on DJE 8.250%	
305 Expendables	1.5% \$24.36		
306 Equip. Rentals	<div>Rental Schedule</div>	PRIME COST	\$ 12,430.70
307 Tool Expense	w/ composite DJE		
308 Ditching	\$1,996.00	Overhead 10.0%	\$1,243.07
309 Compaction Test			
310 Crane	\$4,500.00	ACTUAL COST	\$ 13,673.77
311 Cable Test			
312 Storage and Sheds	w/ composite DJE	Profit 5.0%	\$683.69
314 Telephone and Post.			
315 As-Built Drawings		SUB-TOTAL BID	\$ 14,357.46
316 Vehicle Expense	w/ composite DJE		
317 Travel Expense		Bond Premium	
318 Freight and Drayage		OCP Premium	
319 Field Office		Textura Premium	
320 Project Manager			
321 Project Engineer		TOTAL BID	\$ 14,357.46
330 Safety	w/ composite DJE		
011 Composite DJE	6.0% \$97.44	Cost/Square Foot	N/A

Description	Takeoff Qty		Order Qty		Unit Price	Amount
<i>* unassigned *</i>						
2 GRC ELL	4.00	EACH	4.00	EACH	18.733	74.93
2 SCHEDULE 40 PVC	40.00	FEET	40.00	FEET	0.96	38.40
2 FEMALE ADAPTER	4.00	EACH	4.00	EACH	0.94	3.74
2"BASE SPACER	10.00	EACH	10.00	EACH	0.582	5.82
SAND	0.37	CUYC	0.37	CUYC	18.00	6.66
BARRACADES/WEEK	4.00	EACH	4.00	EACH		
SIDEWALK CROSSING	2.00	EACH	2.00	EACH	15.00	30.00
Street Plates	2.00	EACH	2.00	EACH	25.00	50.00
Quazite Box 12" X 12"	1.00	EACH	1.00	EACH	125.000	125.00
CONCRETE 5000 PSI	1.80	CUYC	1.80	CUYC	145.00	261.00
SONATUBE 30"	3.00	FEET	3.00	FEET	5.50	16.50
ANCHOR BOLTS 1-1/4" X 30"	4.00	EACH	4.00	EACH	20.00	80.00
5/8" X 10' GROUND ROD	1.00	EACH	1.00	EACH	18.99	18.99
5/8" GROUND ROD CLAMP	1.00	EACH	1.00	EACH	3.05	3.05
FLOWABLE FILL	4.07	CUYC	4.07	CUYC	55.00	223.85
PULL STRING	60.00	FEET	60.00	FEET	0.05	3.00
#6 SOLID Bare	15.00	FEET	15.00	FEET	0.36	5.40
. street pole/remove replace	2.00	EACH	2.00	EACH	50.00	100.00
						<u>1,046.34</u>
Grand Total						1,046.34



UNLESS OTHERWISE SPECIFIED:

DIMENSIONS ARE IN INCHES
TOLERANCES $\pm 1/8"$
FRACTIONAL
ANGULAR: MACH \pm BEND \pm
TWO PLACE DECIMAL
THREE PLACE DECIMAL

INTERPRET GEOMETRIC
TOLERANCING PER
MATERIAL

Polymer Concrete
FINISH

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS
DRAWING IS THE SOLE PROPERTY OF
HIGHLINE PRODUCTS. ANY
REPRODUCTION IN PART OR AS A WHOLE
WITHOUT THE WRITTEN PERMISSION OF
HIGHLINE PRODUCTS IS
PROHIBITED.

NAME: SK
DATE: 07.02.09

DRAWING: CHECKED
HIGHLINE APPR.
MFG APPR.

BOX WEIGHT = 35 lbs.
COVER WEIGHT = 10 lbs.
UNITS PER PALLET = 24

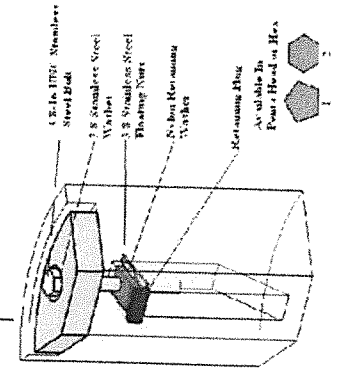
HIGHLINE
PRODUCTS

Stackable Polymer Handhole Assembly
Model PHA 121212
Tier8 (S) 12,000 lbs., Tier15 (H) 22,500 lbs.
Tier22 (X) 33,800 lbs.

SIZE DWG. NO. PHA121212
REV A

SCALE: NTS
SHEET 1 OF 1

LOAD RATING
LOGO



APAC-Texas, Inc. dba Wheeler

1320 Arrow Point Drive Cedar Park, Tx 78613

Phone: (512) 346-3839

Fax: (512) 388-2268

www.apac-texas.com

ESTIMATE**To: JOERIS GENERAL CONTRACTORS 252026**823 Arlon Parkway
SAN ANTONIO, TX 78216**Job Number: KW22043NT****ATTN: Jeff****Date: 11/2/2016****Estimator: Kim Wheeler****Job Name: Old Settlers Park
Kenny Fort Blvd Segment 4 A****Job Location:**Kenny Fort Blvd
Round Rock, TX**Phone:**

Phone: 210-494-1638

Fax: 210-494-1638

DESCRIPTION OF WORK:

Job Type	Material	Sq Yards	Excav (in.)	Recyl (in.)	Base (in.)	Pave (in.)	Price Sq/Yd	Amount
THERMOPLASTIC		0	0	0	0	0	\$0.00	\$17,775.25
Please see attached								
SEE COMMENTS		0	0	0	0	0	\$0.00	\$2,666.28
15%								
TRAFFIC SIGNS		0	0	0	0	0	\$0.00	\$475.00
Deliver and install 1 Stop Sign with double sided street name blades with wedge anchor post in dirt								
REFLECTORS		0	0	0	0	0	\$0.00	\$1,475.00
Deliver and install 5 Street End Markers per detail								

* ALL OF THE ABOVE WORK TO BE COMPLETED IN A SUBSTANTIAL AND WORKMANLIKE MANNER FOR THE SUM OF:

Total Price: \$22,391.53+Tax (if applicable)

The undersigned states that all the information provided herein is true and correct and undersigned and read and hereby agrees to the terms and conditions listed above on this quote.

The net amount of contract is to be paid upon completion of work. Any deviation or alteration from the above specifications involving extra cost of material or labor will be executed only upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. Asphalt paving for newly constructed parking lots, roadways, and driveways are proposed to comply with typical TXDOT hot mix standards. Any other paving specification must be noted in the comment section under each paving line item of this proposal form and priced accordingly. All permits and fees are excluded unless otherwise noted. APAC Texas Inc.- Wheeler Companies not responsible for utility lines less than 12 inches deep. APAC Texas Inc.- Wheeler Companies to carry Workers Compensation, General Liability and Auto Insurance upon the labor furnished in this Contract. Your signed acceptance constitutes a contract between you and the undersigned. All sums payable under this contract [or agreement] shall be paid to Wheeler Companies at its offices located in Round Rock, Williamson County, Texas. The proper venue for any action hereunder, whether legal or equitable, shall be maintained in Round Rock, Williamson County, Texas. Interest will accrue on all sums past due or found to be past due under this contract [or agreement] at the rate of eighteen percent (18%) compound interest per annum. The prevailing party agrees to pay reasonable attorney fees, all costs of court, and any other expenses incurred in the event of a litigated dispute between the parties.

Owner of Property _____ Address _____

Job Address _____ City/ST _____ Zip Code _____ Telephone _____ Fax _____

Tax Exempt: Yes or No [Please attach tax exempt certificate] Certified Payroll: Yes or No Bond # _____ Name of Surety _____

Address _____ City/ST _____ Zip _____ Code _____ Telephone _____ Fax _____ Email _____

Due to fluctuating asphalt prices, prices quoted above shall remain in effect for no more than 60 days from proposal date. This proposal must be endorsed and returned by an authorized company official, owner, owner's agent, or individual seeking the above scope of work within the 30 day period in order to hold these unit prices firm for no longer than 60 days from proposal date. Contracts or subcontracts generated from our proposed unit prices may be used to same effect as long as written contract is agreed to and endorsed by a company officer of APAC Texas, Inc. - Wheeler Companies within the 30 days from proposal date. Safety is the utmost importance.

**RESPECTFULLY SUBMITTED,
BY: Kim Wheeler**

Accepted: ____/____/____



kim.wheeler@apac.com

Quote
Prepared
For: APAC Texas

D.I.J. CONSTRUCTION, INC.
P.O. BOX 1609
BERTRAM, TEXAS 78605
(512) 355-2766
(512) 355-2392 Fax

November 3, 2016

Project: Kenney Fort Blvd - Segment 4A

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	REFL PAV MRK TY I (W) 4" (SLD)(090MIL)	LF	1,148.000 ✓	1.100	1,262.80
2	REFL PAV MRK TY I (W) 8" (SLD)(090MIL)	LF	76.000 ✓	2.500	190.00
3	REFL PAV MRK TY I (W) 12" (SLD)(090MIL)	LF	181.000 ✓	4.500	814.50
4	REFL PAV MRK TY I (W) 24" (SLD)(090MIL)	LF	34.000 ✓	9.000	306.00
5	REFL PAV MRK TY I (Y) 4" (SLD)(090MIL)	LF	3,472.000 ✓	1.100	3,819.20
6	REFL PAV MRK TY I (Y) 24" (SLD)(090MIL)	LF	523.000 ✓	9.000	4,707.00
7	REFL PAV MRK TY I (W) ARROW (090MIL)	EA	2.000 ✓	195.000	390.00
8	REFL PAV MRK TY I (W) WORD (090MIL)	EA	2.000 ✓	215.000	430.00
9	REFL PAV MRK TY II (W) 4" (SLD)	LF	76.000 ✓	0.500	574.00
10	REFL PAV MRK TY II (W) 8" (SLD)	LF	34.000 ✓	1.500	114.00
11	REFL PAV MRK TY II (W) 12" (SLD)	LF	181.000 ✓	1.750	316.75
12	REFL PAV MRK TY II (W) 24" (SLD)	LF	34.000 ✓	3.000	102.00
13	REFL PAV MRK TY II (Y) 4" (SLD)	LF	3,472.000 ✓	0.500	1,736.00
14	REFL PAV MRK TY II (Y) 24" (SLD)	LF	523.000 ✓	3.000	1,569.00
15	REFL PAV MRK TY II (W) ARROW	EA	2.000 ✓	100.000	200.00
16	REFL PAV MRK TY II (W) WORD	EA	2.000 ✓	100.000	200.00
17	RAIS PAV MRKR CL B TY II-A-A	EA	174.000 ✓	6.000	1,044.00

TOTAL BID

\$ 17,775.25

- NOTES: >> REFERENCE POINTS TO BE SUPPLIED BY PRIME CONTRACTOR TO FACILITATE LAYOUT.
>> OTHER THAN INCIDENTAL CLEANING ALL BUTTON OR PAVEMENT MARKING REMOVAL WILL BE THE RESPONSIBILITY OF THE PRIME CONTRACTOR.
>> QUOTE MUST BE ACCEPTED WITHIN 30 DAYS TO REMAIN VALID.
>> THIS PROPOSAL IS AN OFFER TO PERFORM THE SPECIFIC WORK DESCRIBED ABOVE AND IS DEPENDENT ON THE ACCEPTANCE OF AN AGREEABLE CONTRACT. THIS PROPOSAL WILL BECOME AN ATTACHMENT TO ANY CONTRACT.
>> PRICING EXCLUDES TAXES, BOND PREMIUMS, AND MUNICIPALITY PERMITS.
>> QUOTE ALLOWS FOR 1 MOVE-IN. ADDITIONAL MOBILIZATIONS WILL BE \$2500 EACH.
>> QUOTE DOES NOT INCLUDE REMOVAL OF TABS. TABS CAN BE REMOVED FOR \$0.35 EACH.

Accepted By:

Submitted By:

Tim D. Jarma
Estimator

tim@dijconstruction.com



MALDONADO
Nursery and Landscaping

QUOTE FOR SERVICE
Kenny Forst Segment 4A

MBE CERTIFIED BUSINESS

To: Jeff Fuller
From: Christopher T. Koontz - Commercial Estimating Manager
cc: Justin Bishop - Commercial Division Manager - Austin
Prepared By: Jarred Maldonado
Date: Tuesday, November 08, 2016

chrisk@mnlsa.com
justinb@mnlsa.com

210.599.1219
512.252.0198
cc: Estimates/2016

Maldonado Nursery & Landscaping, Inc. is pleased to provide a quote for the landscape development scope as outlined below for the above shown project.

The quote provided is based on the plans and specifications noted below, when no specification is provided or referenced Maldonado Nursery & Landscaping, will use those practices as commonly accepted by the TNLA (Texas Nursery and Landscape Association).

This quote is subject to review and modification after (15) days unless specified otherwise in specifications referenced, or upon modification of plans and specifications via addendum.

Landscape Plans: Erosion & Sedimentation Control Plan Sheet 44 of 62
Irrigation Plans: N/A
Specifications: N/A
Addendum #1: No Scope Changes
Scope:

Dated:
10/28/2016

Labor, materials, equipment and supervision as required to complete the scope of work shown below, as per plans and specifications shown above, unless specifically excluded else where in this quote.

Landscape Scope:

4" Pit Sandy Loam, broadcast application of TX Dot rural seed blend with a cool season grass blend, herbicide & fertilizer.

Irrigation Scope:

Temporary Irrigation Only, Water sourced from Old Settlers Park Irrigation System.

Notes:

1. The site is to be delivered to Maldonado Nursery and Landscaping at finish grade minus 4 inches.
2. Excavation and haul-off have been excluded from this bid.
3. Maldonado will not be responsible to locate or expose any sleeves installed by others.
3. Included a 60 day maintenance program

Pricing Breakdown: Units		Cost per Unit	Total
Labor	1825.80	21.47	\$39,200.00
Material			\$80,025.12
Equipment	401.65	25	\$10,041.18
Subtotal			\$129,266.30
OH/P			\$19,389.95
TOTAL			\$148,656.25

Detailed Units:

Item Description:	Quantity	Unit	Unit Cost	TOTAL
160-6003 FURSHING AND PLACING TOPSOIL (4")	27061	SY	\$ 2.50	\$ 67,778.07
*Unscreened Pit Loam		O/H & P	\$ 0.38	\$ 10,166.71
164-6003 BROADCAST SEED (PERM)(RURAL)(CLAY)	27061	SY	\$ 0.35	\$ 9,574.35
*Van Horn Green Sprangletop, South Texas Sideoats Groma, Bermudagrass, Buffalograss 22.4 lbs/ac		O/H & P	\$ 0.05	\$ 1,436.15
164-6009 BROADCAST SEED (TEMP WARM)	27061	SY	\$ 0.45	\$ 12,309.37
*Bermuda Seed 2 lbs per 1000 sf		O/H & P	\$ 0.07	\$ 1,846.41
164-6011 BROADCAST SEED (TEMP)(COOL)	27061	SY	\$ 0.54	\$ 14,576.69
*Fesque & Winter Wheat 10 lbs per 1000 sf		O/H & P	\$ 0.08	\$ 2,186.50
169-6006 VEGATIVE WATERING	541	MG	\$ 40.92	\$ 25,461.00
*Temporary Irrigation using reclaim water from Park		O/H & P	\$ 6.14	\$ 3,321.00
SUM			\$	148,656.25

Option Costs:		
60 Day Maintenance	\$	2,273.26
27061 SY of Hydroseed Cap	\$	10,024.40
Onsite Stockpiled Soil	\$	33,994.86

*** Tax Status: NON-TAXABLE Sales taxes have not been calculated into the above values.
 *** Bond Status: BOND NOT REQUIRED

Exclusions:

Cost of bonding, Cost of P&P Bonding, OCP insurance premiums, fee(s) for drug testing and background check(s), water meter, tap in, impact fees, electrical service for irrigation controller, furnishings, fencing, masonry, sub-grade preparation, cost of water for maintenance and establishment, flat work, tree preservation, restoration in areas outside of scope, cutting, patching, and boring, unless specifically shown above, hardscape or street sleeving.

Irrigator In Charge: Jerry Maldonado - License # L10003896 expiration 04/30/2018

Irrigation in Texas is regulated by the Texas Commission On Environmental Quality (TCEQ) (MC-178), P.O. Box 13087, Austin, Texas 78711-3087. TCEQ's website is: www.tceq.state.tx.us.

Offered By:

Justin Bishop - Austin Commercial Division Manager

Date: 11/8/2016

AUSTIN
 9800 Brown Lane, Austin, TX 78754
 O:512.252.0198 - F:512.832.9109

Corporate Office San Antonio
 Commercial Landscape & Irrigation
 16348 Nacogdoches, San Antonio, TX 78247
 O:210.599.1219 - F:210.599.9736

CORPUS CHRISTI
 1960 Holly Road, Corpus Christi, TX 78417
 O:361.452.1037 - F:361.452.1893

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-143621

Date Filed:
12/07/2016

Date Acknowledged:

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

Joeris General Contractors, Ltd.
Austin, TX United States

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

City of Round Rock

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

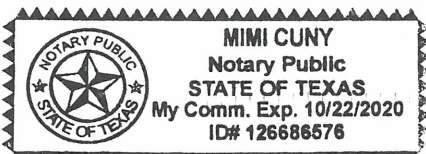
Old Settlers Park Improvements
Construction Manager

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	O'Rourke, Stephanie	San Antonio, TX United States		X
	Joeris, Gary	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Gary Joeris, this the 7 day of December, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: H.9

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Vermeer Texas-Louisiana for a Horizontal Grinder and Accessories.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/12/2017

Dept Director: Chad McDowell, General Services Director

Cost: \$407,702.00

Indexes: General Fund

Attachments: Resolution, Quote, Form 1295

Department: General Services Department

Text of Legislative File 2017-4070

With this purchase order we are replacing a 17 year old Mobark 1200 Tub Grinder with a New Vermeer HG4000 Tier IV Horizontal Grinder. The current condition of our tub grinder is very poor and has been in need of replacement for many years. Because this piece of equipment is so expensive the decision was made to replace other pieces of equipment first. Currently the repairs on this tub grinder are anywhere from \$25,000 - \$40,000 a year and the estimated value of this tub grinder is \$24,000. The reason we have chosen to switch from a tub grinder and purchase a horizontal grinder is because of ease of operations, better quality of product, ease of maintenance, and most importantly the safety aspect of grinding.

Cost: \$407,702.00

Source of Funds: General Fund

Staff recommends approval

RESOLUTION NO. R-2017-4070

WHEREAS, the City of Round Rock (“City”) desires to purchase a Horizontal Grinder and Accessories, and

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

WHEREAS, Vermeer Texas-Louisiana is an approved vendor of the Buy Board, and

WHEREAS, the City wishes to issue a purchase order to Vermeer Texas-Louisiana, 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 Vermeer Texas-Louisiana for the purchase of a Horizontal Grinder and Accessories.

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 12th day of January, 2017.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock
Emsud/ Marshall
12-6-16

Buy Board Contract # 424-13

We are pleased to quote the following:

One New Vermeer HG4000 Tier IV

- PT Tech Wet Clutch
- T Wing Cutters
- 515 Fiat Engine Tier 4 Final
- 20ft In Feed
- Magnetic Feed Roller
- Abrasion Resistant Mill
- 2 Inch Screens
- Deluxe Silencer
- Cleated Viper Belt
- 1 Year or 1000 Hour Vermeer Limited Standard Warranty

Buy Board Price.....\$382,250.00

Freight and Prep.....\$15,500.00

Pintle Hitch Option.....\$9,952.00

Mobark 1200 Tub Trade In value (in working condition).....\$24,000.00

Prices good for 45 days. The HG4000 is in stock at the factory and is subject to availability.

Thank you for the chance to earn your business.

Brad Carrozza

Solution Specialist

Cell # 512-799-9070

Email bradc@vermeertexas.com

An ESOP Company 100%

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-144108

Date Filed:
12/08/2016

Date Acknowledged:

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

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

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

City of Round Rock

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

Vermeer HG4000
purchase of a new Vermeer HG4000 Tier IV with accessories

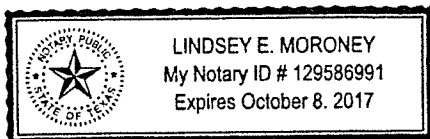
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

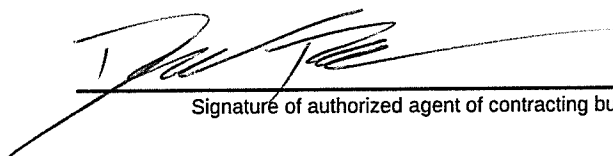


6 AFFIDAVIT

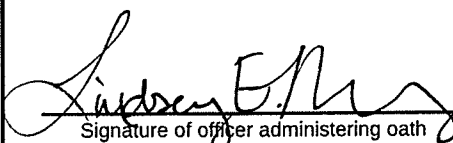
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE


Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Darren Tallman, this the 8 day of December
20 16, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Lindsey E. Moroney
Printed name of officer administering oath

Admin Asst.
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: H.10

Title: Consider a resolution authorizing the Mayor to execute Supplemental No. 1 to a Consulting Services Agreement with Karl Kietzke for building consulting services for construction projects.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/12/2017

Dept Director: Chad McDowell, General Services Director

Cost: \$100,000.00

Indexes: 2014 General Obligation Bonds; Dell Diamond Capital Improvement Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services Department

Text of Legislative File 2017-4071

Karl's original scope of work included Fire station #3 assessment, The Black Box Theater conception analysis, and the Fire Ball Grill. Karl's scope of work changed to include OSP Multipurpose fields when this project was moved to Building Construction Division. Karl's work hours on OSP has been extremely helpful in solving and avoiding problem so that the project continues to move forward. Karl's number one focus is to ensure the City of Round Rock is receiving the best value and highest quality of construction.

Cost: \$100,000.00

Source of Funds: 2014 GO Bonds and Dell Diamond Capital Improvement Fund

Staff recommends approval

RESOLUTION NO. R-2017-4071

WHEREAS, the City of Round Rock has previously entered into an Agreement for Consulting Services for Building Construction Projects (“Agreement”) with Karl Kietzke; and

WHEREAS, Karl Kietzke has submitted Supplemental Agreement No. 1 to amend the Agreement to modify the term and increase the not-to-exceed fee as a result of an increase in the scope of services, specifically the addition of building construction consulting services related to the Old Settlers Park Multi-Purpose Field Complex Project; and

WHEREAS, the City Council desires to enter into said Supplemental Agreement No. 1 with Karl Kietzke, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Agreement No. 1 to “City of Round Rock Agreement for Consulting Services for Building Construction Projects” With Karl Kietzke, 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 12th day of January, 2017.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

“A”

**SUPPLEMENTAL AGREEMENT NO. 1 TO
"CITY OF ROUND ROCK AGREEMENT FOR CONSULTING SERVICES
FOR BUILDING CONSTRUCTION PROJECTS"
WITH KARL KIETZKE**

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

This SUPPLEMENTAL AGREEMENT NO. 1 to “City of Round Rock Agreement for Consulting Services for Building Construction Projects” (the “Agreement”) is made by and between the City of Round Rock, Texas (hereinafter referred to as the “City”), and Karl Kietzke (hereinafter referred to as “Consultant”).

RECITALS:

WHEREAS, the City and Consultant previously executed an Agreement (hereinafter referred to as the "Agreement") for provision of building consulting services for certain City construction projects; and

WHEREAS, it has now become necessary to amend the Agreement to modify the term and increase the not-to-exceed fee as a result of an increase in the scope of services, specifically the addition of building construction consulting services related to the Old Settlers Park Multi-Purpose Field Complex Project;

NOW, THEREFORE, premises considered, the City and Consultant agree that said Agreement is amended as follows:

I.

Section 1.01 of the Agreement shall be amended as follows:

- B. The term of this Agreement shall expire upon successful completion of the services, which is estimated to be approximately nine (9) months from the effective date no later than August 31, 2017.

II.

Section 1.03 of the Agreement shall be amended as follows:

- A. The consulting fee shall be **Seventy-Five and No Cents (\$75.00)** per hour, not-to-exceed **Fifty Thousand Dollars and No Cents (\$50,000.00)** **One Hundred**

Thousand Dollars and No Cents (\$100,000.00).

III.

With the exception of the terms set forth herein, there shall be no other changes in the terms or conditions of the original Agreement and those such terms and conditions shall remain effective.

IN WITNESS WHEREOF, the City and Consultant have executed this Supplemental Agreement No. 1 in duplicate originals.

CITY OF ROUND ROCK, TEXAS

KARL KIETZKE

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

By: Karl Kietzke
Printed Name: Karl Kietzke
Title: Consultant
Date Signed: 12-14-16

FOR CITY, ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Kietzke Consulting
Round Rock , TX United States

Certificate Number:
2016-149277

Date Filed:
12/28/2016

Date Acknowledged:

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

City of Round Rock

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

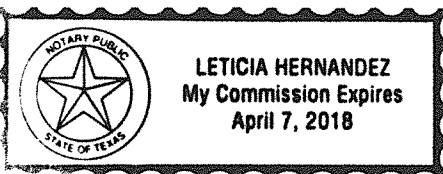
Cc2017
Construction consultant

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

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Karl Kietzke
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Karl Kietzke, this the 28 day of December, 2016, to certify which, witness my hand and seal of office.

Leticia Hernandez
Signature of officer administering oath

Leticia Hernandez
Printed name of officer administering oath

Notary Public
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: H.11

Title: Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Rock Engineering & Testing Laboratory, Inc for construction material testing services for the Public Safety Training Facility Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/12/2017

Dept Director: Chad McDowell, General Services Director

Cost: \$234,083.60

Indexes: 2014 General Obligation Bonds

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services Department

Text of Legislative File 2017-4077

Rock Engineering will be responsible for Construction Materials Engineering services for the proposed Public Safety Training Facility Project. Rock Engineering will perform inspection and testing services, as requested by our designated representative. As a checks and balance throughout the projects the CORR contracts with a testing firm to ensure we are receiving the product that was designed and paid for. Since this project is for such a long duration Rock Engineering will station someone at the site full-time in order to satisfy our requirement and provide us with a high level of customer service.

Cost: \$234,083.60

Source of Funds: 2014 GO Bonds

Staff recommends approval.

RESOLUTION NO. R-2017-4077

WHEREAS, the City of Round Rock desires to retain professional consulting services for construction materials testing services for the Public Safety Training Facility Project, and

WHEREAS, Rock Engineering & Testing Laboratory, Inc. has submitted an Agreement for Professional Consulting Services to provide said services, and

WHEREAS, the City Council desires to enter into said agreement with Rock Engineering & Testing Laboratory, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Professional Consulting Services for Construction Materials Testing Services With Rock Engineering & Testing Laboratory, 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 12th day of January, 2017.

ALAN MCGRAW, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES FOR
CONSTRUCTION MATERIALS TESTING SERVICES WITH
ROCK ENGINEERING & TESTING LABORATORY, INC.**

THE STATE OF TEXAS

§

THE CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THIS AGREEMENT for professional consulting services related to construction materials testing services for the Public Safety Training Facility Project (the "Agreement") is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299, (the "City") and ROCK ENGINEERING & TESTING LABORATORY, INC., located at No. 1 Roundville Lane, Round Rock, Texas 78664 (the "Consultant").

RECITALS:

WHEREAS, City has determined that there is a need for a construction material testing services for the Public Safety Training Center Project; and

WHEREAS, City desires to contract for such professional services; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 EFFECTIVE DATE, DURATION, AND TERM

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

The term of this Agreement shall be until full and satisfactory completion of the work specified herein is achieved.

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

2.01 PROPOSAL FOR SERVICES

Consultant has issued its proposal for services for the tasks delineated therein, such proposal for services being attached hereto as Exhibit "A" titled "Scope of Work," which document is incorporated herein for all purposes.

3.01 SCOPE OF SERVICES

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "A." Consultant's undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant shall perform services in accordance with this Agreement, in accordance with the appended proposal for services, and in a professional and workmanlike manner.

4.01 LIMITATION TO SCOPE OF SERVICES

Consultant and City agree that the scope of services to be performed is enumerated in Exhibit "A," and Consultant shall not undertake work that is beyond the Scope of Work set forth in Exhibit "A," however, either party may make written requests for changes to the Scope of Work." To be effective, a change to the Scope of Work must be negotiated and agreed to and must be embodied in a valid Supplemental Agreement as described in 9.01.

5.01 CONTRACT AMOUNT

In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant in accordance with Exhibit "A" which in payment for services and the Scope of Services deliverables as delineated in Exhibit "A."

Not-to-Exceed Total Payment for Services: Consultant's total compensation for consulting services hereunder shall not exceed **Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00)**. This amount represents the absolute limit of City's liability to Consultant hereunder unless same shall be changed by Supplemental Agreement, and City shall pay, strictly within the not-to-exceed sum recited herein, Consultant's professional fees for work done on behalf of City.

Payment for Reimbursable Expenses: There shall be no payments for reimbursable expenses included in this Agreement.

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

Additions: No additions shall be made to Consultant's compensation based upon project claims, whether paid by the City or denied.

6.01 INVOICE REQUIREMENTS; TERMS OF PAYMENT

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

Should additional backup material be requested by the City relative to service deliverables, Consultant shall comply promptly. In this regard, should the City determine it necessary, Consultant shall make all records and books relating to this Agreement available to the City for inspection and auditing purposes.

Payment of Invoices: The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 8.01 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law. The City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

7.01 PROMPT PAYMENT POLICY

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

- (a) There is a bona fide dispute between the City and Consultant, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- (b) There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- (c) The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or

- (d) The invoice is not mailed to the City in strict accordance with any instruction on the purchase order relating to the payment.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

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

9.01 SUPPLEMENTAL AGREEMENT

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

10.01 TERMINATION; DEFAULT

Termination: It is agreed and understood by Consultant that the City may terminate this Agreement for the convenience of the City, upon thirty (30) days' written notice to Consultant, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this Agreement, all data, information, and work product related to this project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new consultant for continuation of service on the project, Consultant shall cooperate in providing information.

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

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

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

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

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

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

11.01 NON-SOLICITATION

All parties agree that they shall not directly or indirectly solicit for employment, employ, or otherwise retain staff of the other during the term of this Agreement.

12.01 CITY'S RESPONSIBILITIES

Consultant's performance requires receipt of all requested information reasonably necessary to provision of services. Consultant agrees, in a timely manner, to provide City with a comprehensive and detailed information request list, if any.

13.01 INDEPENDENT CONTRACTOR STATUS

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

- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.

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

14.01 CONFIDENTIALITY; MATERIALS OWNERSHIP

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

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

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

Any and all materials created and developed by Consultant in connection with services performed under this Agreement, including all trademark and copyright rights, shall be the sole property of City at the expiration of this Agreement.

15.01 WARRANTIES

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

16.01 LIMITATION OF LIABILITY

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

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

In no event shall Consultant be liable to the City, by reason of any act or omission relating to the services provided under this Agreement (including the negligence of Consultant), whether a claim be in tort, contract or otherwise, (a) for any consequential, indirect, lost profit, punitive, special or similar damages relating to or arising from the services, or (b) in any event, in the aggregate, for any amount in excess of the total professional fees paid by the City to Consultant under this Agreement, except to the extent determined to have resulted from Consultant's gross negligence, willful misconduct or fraudulent acts relating to the service provided hereunder.

17.01 INDEMNIFICATION

Consultant agrees to hold harmless, exempt, and indemnify City, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type, or description, including but not limited to any and all expenses of litigation, court costs, attorneys' fees and all other costs and fees incident to any work done as a result hereof.

To the extent allowable by law, City agrees to hold harmless, exempt, and indemnify Consultant, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type, or description, including but not limited to any and all expenses of litigation, court costs, attorneys' fees and all other costs and fees incident to any work done as a result hereof.

18.01 ASSIGNMENT AND DELEGATION

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

19.01 LOCAL, STATE AND FEDERAL TAXES

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

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

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

20.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

B. Services Provider acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

21.01 FINANCIAL INTEREST PROHIBITED

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

22.01 DESIGNATION OF REPRESENTATIVES

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

Travis Wilkes, Assistant Director
General Services Department
City of Round Rock
212 Commerce Cove
Round Rock, TX 78664
(512) 341-3317
twilkes@roundrocktexas.gov

23.01 NOTICES

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

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

Notice to Consultant:

Rock Engineering & Testing Laboratory, Inc.
No. 1 Roundville Lane
Round Rock, Texas 78664

Notice to City:

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

AND TO:

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

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

24.01 INSURANCE

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

25.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

26.01 EXCLUSIVE AGREEMENT

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

27.01 DISPUTE RESOLUTION

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

28.01 SEVERABILITY

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

29.01 STANDARD OF CARE

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

30.01 GRATUITIES AND BRIBES

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

31.01 RIGHT TO ASSURANCE

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

32.01 MISCELLANEOUS PROVISIONS

Time is of the Essence. Consultant agrees that time is of the essence and that any failure of Consultant to complete the services for each phase of this Agreement within the agreed project schedule may constitute a material breach of this Agreement. Consultant shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Consultant's failure to perform in these circumstances, City may withhold, to the extent of such damage, Consultant's payments hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Consultant's work promptly to avoid unreasonable delays in the orderly progress of Consultant's work.

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

under this Agreement by the parties.

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

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

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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

For City, Attest:

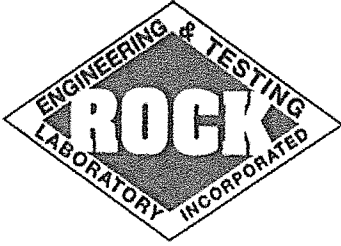
By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

**Rock Engineering & Testing Laboratory,
Inc.**

By: A. King Hammock, PE
Printed Name: Arnie K. Hammock, PE
Title: VP
Date Signed: 12/22/16



- GEOTECHNICAL ENGINEERING
- CONSTRUCTION MATERIALS ENGINEERING & TESTING
- SOILS • ASPHALT • CONCRETE

November 28, 2016

City of Round Rock – General Services
212 Commerce Cove
Round Rock, Texas 78664

Attn: Richard Will
richardwill@roundrocktexas.gov

**SUBJECT: PROPOSAL - CONSTRUCTION MATERIALS ENGINEERING SERVICES
PROPOSED PUBLIC SAFETY TRAINING FACILITY
2701 NORTH MAYS STREET
ROUND ROCK, TEXAS
RETL PROPOSAL NO.: P101316A**

Dear Mr. Will;

Introduction

Rock Engineering & Testing Laboratory, Inc. (RETL) understands that the City of Round Rock has selected our firm, based on qualifications, to provide Construction Materials Engineering Services for the proposed Public Safety Training Facility project. As requested, RETL is pleased to submit this proposal which includes pricing information for your review. RETL proposes to provide qualified personnel to perform inspection and testing services, as-requested by your designated representative, in general accordance with the project specifications and plans.

Background Information

The following information was provided for our use in the preparation of this proposal:

- Report of Subsurface Exploration and Geotechnical Evaluation prepared by Rock Engineering & Testing Laboratory Inc. (RETL Job No. G315132)
- Civil plans prepared by Hart, Gaugler & Associates, Inc.
- Structural plans prepared by Hart, Gaugler & Associates, Inc.
- Construction Schedule titled "*PSTF Contract Schedule 082916*" prepared by Chasco Construction
- Information discussed during a Testing Coordination Meeting held on 10/28/16 at the Chasco Construction office
- Estimate of quantities presented in email dated 10/31/16 prepared by Brent Woods representing Chasco Construction

ROCK ENGINEERING & TESTING LABORATORY, INC.
No. 1 Roundville Lane • Round Rock, Texas 78664
OFFICE: (512) 284-8022 • FAX: (512) 284-7764 • www.rocktesting.com

Exhibit "A"

Project Understanding

Based on the referenced information, we understand that the proposed project will consist of the following:

- Main Building (tall 1-story structure); concrete tilt-walls supported on drilled straight shaft piers with a soil supported concrete floor system
 - Administration/Classroom area
 - Warehouse/Training area
 - Firing Range area
- Police Training Village (Bldgs 21, 22, 23, 24, 25, 26, & 31)
 - Residential Training Buildings; 1 and 2-stories in height, load bearing CMU walls supported by reinforced ribbed mat foundation
- Fire Training Village (Bldgs 43 & 44)
 - Residential Training Buildings; 1-story in height, load bearing CMU walls supported by reinforced ribbed mat foundation
 - Burn Tower; 6-stories in height, load bearing CMU walls
 - Confined Space and Trench Training; one-level below grade
- Rail Car Prop
- Driving Skills Pad; consisting of 8-inches of rigid concrete paving
- Parking and Drive areas; consisting of 6 and 7-inches of rigid concrete pavement
- Surficial hardscape and landscaped areas

Scope of Services

RETL proposes that the scope of our services for this project consist of the following inspections and testing services as shown on Sheet S001 "General Notes" of the referenced structural drawings. Our services will be provided to determine compliance of the contractors work with the project plans and specifications.

- Earthwork Inspection and Testing
 - Verify removal of all organic and other deleterious material from the proposed foundation footprint areas.
 - Continuous observation of placement of select fill materials to raise the building pads to the design subgrade elevations.
 - Periodically observe the placement of fill materials to bring the site to the design subgrade elevations.
 - Perform field moisture content and density testing on subgrade soils and soils/aggregates placed as select fill /fill/backfill materials.
 - Perform laboratory testing of soils to include:
 - Atterberg Limit (ASTM D4318)
 - Sieve Analysis (ASTM C136)
 - Percent Finer than No. 200 Sieve (ASTM D1140)
 - Moisture Density Relationship (ASTM D1557)



- Foundation Inspection
 - Continuous observation of drilled pier installation.
 - Periodic observation of shallow foundation excavations for confirmation of bearing materials and removal of loose soils.
 - Observe placement of reinforcing steel (bar size/spacing/lap).
- Concrete Inspection and Testing:
 - Continuous inspection of the placement of structural concrete by personnel certified as ACI Concrete Field Testing Tech, Grade 1.
 - Obtain representative samples of concrete (ASTM C172)
 - Measurement of slump (ASTM C143)
 - Determination of air content (ASTM C231)
 - Measurement of temperature (ASTM C1064)
 - Preparation of compressive strength test specimens (ASTM C31)
 - Periodic inspection of the placement of concrete for paved areas.
 - Laboratory compressive strength testing of test specimens (ASTM C39)
- Masonry Inspection and Testing
 - Inspection of concrete masonry unit construction.
 - Observe mortar and grout mixing portions for compliance with mix design and placement operations.
 - Obtain representative samples of grout.
 - Measure grout slump (ASTM C143).
 - Measure grout temperature (ASTM C1064).
 - Prepare grout compressive strength test specimens (ASTM C1019).
 - Laboratory compressive strength testing of grout specimens (ASTM C39).
- Engineering
 - Review of material testing reports.
 - Preparation of City of Round Rock Special Inspection Letter.

Unit Rates

The type of inspections and field and laboratory tests that may be required on this project and the associated unit fees are as follows:

• Atterberg Limits (per test)	\$ 65.00
• Moisture/Density Relationship (per test)	\$ 200.00
• Sieve Analysis (per test)	\$ 60.00
• Minus #200 Sieve (per test)	\$ 35.00
• Field Density Testing - Nuclear Gauge (per day)	\$ 150.00
• Concrete Test Cylinders (each)	\$ 25.00
• Mortar Cubes (set of 3)	\$ 140.00
• Grout Prisms (set of 4)	\$ 160.00
• Engineering Technician (per hour)	\$ 40.00
• Sr. Engineering Technician (per hour)	\$ 45.00
• Registered Professional Engineer (Per hour)	\$ 165.00



Based on a project schedule of 15 months in which construction materials inspection and testing services may be required, RETL is proposing that the following "Special Billing Codes" be applied:

- Hourly rate reduction of 10% for RETL's "Lead Technician" responsible for earthwork, reinforcing steel, and CMU inspection and testing services.
- No minimum charge will be applied for hourly services.
- Overtime will be billed at a rate 1.3 times the hourly rate in addition to the unit fees as follows:
 - services provided before 0800 hours and after 1700 hours
 - services provided over 8 hours per day
 - services provided on Saturday, Sunday, and all Holidays
- No cylinder/sample pick-up or transportation charges will apply.

Projected Budget

Based on the information provided, RETL anticipates that the following quantities of testing will be required for this project:

MONTHLY FULL-TIME TECHNICIAN

Services to include Soils, Reinforcing Steel, and CMU inspection

10 hours per day - 5 days per week

Hours/day	Rate	
8	\$40.00	\$320.00
2	\$52.00	\$104.00

Nuclear Density Gauge

Daily \$150.00 \$150.00

Daily sub-total \$574.00

Avg days in a month

22 \$12,628.00

Estimated duration (months)

4

4 month sub-total \$50,512.00

8 hours per day - 5 days per week

Hours/day	Rate	
8	\$40.00	\$320.00

Nuclear Density Gauge

Daily \$150.00 \$150.00

Daily sub-total \$470.00

Avg days in a month

22 \$10,340.00

Estimated duration (months)

8

8 month sub-total \$82,720.00

FTT Sub-total \$133,232.00



MAIN BUILDING

Drill Piers

Hours	Rate	
8	\$44.00	\$352.00
2	\$57.20	\$114.40
8	\$40.00	\$320.00
2	\$52.00	<u>\$104.00</u>
Per day		\$890.40

Estimated duration (days)

24 \$21,369.60

Concrete test specimens (1 set of 5 per day)

24 \$125.00 \$3,000.00

Sub-total \$24,369.60

Slabs and tilt wall panels

Slabs/4 placements

Hours	Rate	
32	\$52.00	\$1,664.00
Concrete test specimens (1 set of 5 per 50 cubic yards; 1,052 yds @ 263 yds each)		
24	\$125.00	\$3,000.00
Sub-total		\$4,664.00

Tilt wall panels/5 placements

Hours	Rate	
40	\$52.00	\$2,080.00
Concrete test specimens (1 set of 5 per 50 cubic yards; 1,347 yds @ 270 yds each)		
30	\$125.00	\$3,750.00
Sub-total		\$5,830.00

MB Sub-total **\$36,527.60**

PTV - BLDGS 21, 22, 23, 24, 25, 26, and 31

Slabs/11 placements

Hours	Rate	
22	\$52.00	\$1,144.00
Concrete test specimens (1 set of 5 per 50 cubic yards; 262 yds)		
8	\$125.00	\$1,000.00

PTV Sub-total **\$2,144.00**



FTV - BLDGS 41, 43, 44, Confined Space, and Rail Car Prop

Slabs/17 placements

Hours	Rate	
57	\$52.00	\$2,964.00
Concrete test specimens (1 set of 5 per 50 cubic yards; 1,138 yds)		
26	\$125.00	\$3,250.00
<u>Sub-total</u>		<u>\$6,214.00</u>

SITE PAVEMENT - 6", 7" and 8"

18 placements

Hours	Rate	
108	\$52.00	\$5,616.00
Concrete test specimens (1 set of 5 per 150 cubic yards; 8,219 yds @ 460 yds each)		
54	\$125.00	\$6,750.00
<u>SP Sub-total</u>		<u>\$12,366.00</u>

CMU CONSTRUCTION - 10 months

Hours	Rate	
60	\$44.00	\$2,640.00
Mortar cubes		
10	\$140.00	\$1,400.00
Grout prisms		
220	\$160.00	\$35,200.00
<u>CMU Sub-total</u>		<u>\$39,240.00</u>

SOIL LAB TESTING

Proctors		
10	\$200.00	\$2,000.00
Atterberg limits		
20	\$65.00	\$1,300.00
% Passing No. 200		
20	\$35.00	\$700.00
Gradations		
6	\$60.00	\$360.00
<u>SL Subtotal</u>		<u>\$4,360.00</u>

TOTAL	\$234,083.60
--------------	---------------------



*Handwritten signature: [Signature]
11/30/16*

RETL suggests that a Construction Materials Inspection and Testing Services budget amount on the order of **\$240,000.00** be set aside for this project. The total fee will be dependent on the number of tests and inspections performed. The fee does not include any services for inspection and testing of structural steel construction nor the installation of concrete hardscaped areas.

Limitations

Services provided by RETL under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless RETL, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the above named parties of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of RETL.

The Parties to this agreement agree that if any claim is made that RETL failed to comply with any term of this agreement or that it failed to perform its work and/or duties under this agreement properly, the client, upon proof that there was some failure to comply or some mistake in the performance of the work, shall not be entitled to recover any sum greater than the amount paid by the client to RETL for the services performed by RETL.

Either the Client or RETL may terminate this Agreement at any time with or without cause upon giving the other party 10-calendar days prior written notice. The Client shall within 10 calendar days of termination pay RETL for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.


Closing

RETL looks forward to providing the construction materials testing and special inspections during the construction phase of this project. Copies of the construction materials testing reports will be delivered to the client via the email address provided by the client to RETL on the distribution list presented on the following page. A hard copy of the construction materials testing reports will be available through the mail only if explicitly requested by the client. If there are any questions, or if we can be of assistance, please contact our office.

Sincerely,



Arnie K. Hammock, P.E.
Vice President – Round Rock



Jeff Borja
CMT Project Manager



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-148987

Date Filed:
12/27/2016

Date Acknowledged:

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

Rock Engineering and Testing Laboratory, Inc.
Corpus Christi, TX United States

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

City of Round Rock

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

Public Safety Training Facilit
Geotechnical Engineering and Construction Materials Engineering

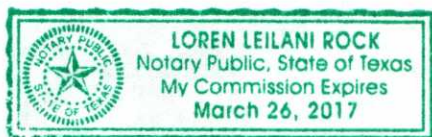
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Curtis Rock
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said CURTIS ROCK, this the 27th day of December, 20 16, to certify which, witness my hand and seal of office.

Loren L. Rock
Signature of officer administering oath

LOREN L. ROCK
Printed name of officer administering oath

NOTARY PUBLIC
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: J.1

Title: Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property located at 416 and 420 N. Mays Streets, Round Rock, Texas.

Type: Executive Session

Governing Body: City Council

Agenda Date: 1/12/2017

Dept Director:

Cost:

Indexes:

Attachments:

Department: City Manager's Office

Text of Legislative File 2017-4097



City of Round Rock

Agenda Item Summary

Agenda Number: J.2

Title: Consider Executive Session as authorized by §551.072, Government Code, to deliberate the purchase of and/or value of the leasehold interest of the Chamber of Commerce building at 212 E. Main Street.

Type: Executive Session

Governing Body: City Council

Agenda Date: 1/12/2017

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File 2017-4098



City of Round Rock

Agenda Item Summary

Agenda Number: K.1

Title: Consider possible action authorizing the City Manager to sign a Letter of Intent regarding purchase of the leasehold interest in the Chamber of Commerce building located at 212 E. Main Street.

Type: Action Relative to Executive Session

Governing Body: City Council

Agenda Date: 1/12/2017

Dept Director:

Cost:

Indexes:

Attachments:

Department: City Manager's Office

Text of Legislative File 2017-4099