



City of Round Rock

City Council

Meeting Agenda

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

Thursday, July 13, 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. CONSENT AGENDA:

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

- E.1 [2017-4590](#) [Consider approval of the minutes for the June 22, 2017 City Council meeting.](#)
- E.2 [2017-4574](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Pathmark Traffic Products of Texas, Inc. for the purchase of sign blanks and materials for street name signs.](#)
- E.3 [2017-4593](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to We Build Fun, Inc. for the purchase and installation of rubber surfacing for the Play for All Abilities Park.](#)

E.4 [2017-4596](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to Axon Enterprises, Inc. for TASER equipment for the Police Department.](#)

E.5 [2017-4599](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to Motorola for new radios for the Police Department.](#)

F. RESOLUTIONS:

F.1 [2017-4588](#) [Consider a resolution authorizing the Mayor to execute an Agreement for Architectural Services and accompanying Supplemental Agreement No. 1 with Architexas for the Stagecoach Inn Relocation Project.](#)

F.2 [2017-4513](#) [Consider a presentation regarding, and a resolution approving the Capital Improvement Plan Progress Semi-Annual Report from the Capital Improvements Advisory Committee.](#)

F.3 [2017-4592](#) [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement Regarding Allocation of Costs for the Re-Rating of, and Expansion to the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System with the Cities of Austin, Cedar Park, and Leander.](#)

F.4 [2017-4578](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to Silsbee Ford for the purchase of vehicles.](#)

F.5 [2017-4579](#) [Consider a resolution determining that "Competitive Sealed Proposal" is the delivery method which provides the best value for the construction of improvements to the Clay Madsen Recreation Center.](#)

F.6 [2017-4580](#) [Consider a resolution determining that "Competitive Sealed Proposal" is the delivery method which provides the best value for the construction of two new offices at the Round Rock Sports Center.](#)

F.7 [2017-4582](#) [Consider a resolution authorizing the Mayor to execute a Discretionary Service Agreement with Oncor Electric Delivery Company LLC to relocate overhead facilities regarding the Southwest Downtown Infrastructure Improvements Phase 5B Project.](#)

F.8 [2017-4595](#) [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Williamson County regarding the extension of Kenney Fort Boulevard south to SH 45.](#)

G. ORDINANCES:

G.1 [2017-4587](#) [Consider an ordinance amending Chapter 42, Section 42-318, Code of Ordinances \(2010 Edition\), to prohibit parking on a portion of School Days Lane. \(First Reading\)\(Requires Two Readings\)](#)

- G.2 [2017-4581](#) [Consider an ordinance amending Chapter 2, Section 2-78\(d\)\(2\) and Section 2-78\(e\), Code of Ordinances \(2010 Edition\), regarding civil service classifications, number of positions, and assignment pay. \(First Reading\)*](#)
- G.3 [2017-4589](#) [Consider an ordinance amending Chapter 2, Sections 2-19 and 2-20, Code of Ordinances \(2010 Edition\), regarding the time for the regular City Council meetings \(First Reading\)*](#)

H. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

I. EXECUTIVE SESSION:

- I.1 [2017-4603](#) [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 Street, Round Rock, Texas.](#)

J. ADJOURNMENT

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

In addition to any executive session already listed above, the City Council for the City of Round Rock reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed 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 7th day of July 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 approval of the minutes for the June 22, 2017 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 7/13/2017

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 062217 Draft Minutes

Department: City Clerk's Office

Text of Legislative File 2017-4590



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, June 22, 2017

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

The Round Rock City Council met in regular session on June 22, 2017 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 7:01 pm.

ROLL CALL

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

Absent: 0

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

There were no citizens wishing to speak at this meeting.

CONSENT AGENDA:

A motion was made by Councilmember Whitfield, seconded by Mayor Pro-Tem Peckham to approve the consent agenda. The motion carried by the following vote:

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

Nay: 0

Absent: 0

- E.1 [2017-4539](#) Consider approval of the minutes for the June 8, 2017 City Council meeting.

The minutes were approved under the consent agenda.

- E.2 [2017-4490](#) Consider an ordinance adopting Amendment No. 2 to the FY 2016-2017 Operating Budget. (Second Reading)

This ordinance was approved under the consent agenda.

ORDINANCES:

- F.1 [2017-4515](#) Consider public testimony regarding, and an ordinance granting a partial tax exemption from ad valorem taxes for certain qualified historically significant properties located in the City. (First Reading)*

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

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

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

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

Nay: 0

Absent: 0

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

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

Nay: 0

Absent: 0

RESOLUTIONS:**G.1** [2017-4516](#)

Consider a resolution directing the Planning Director to prepare a service plan concerning the proposed annexation of a tract at the Northeast Corner of North A.W. Grimes Boulevard and CR186 (Hickerson-Keith Annexation).

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

Councilmember Leffingwell abstained from any discussion and vote on this item.

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

Aye: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Mayor Pro-Tem Peckham
Councilmember Baese
Councilmember Whitfield

Nay: 0

Absent: 0

Abstain: 1 - Councilmember Leffingwell

G.2 [2017-4540](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to Motorola Solutions, Inc. for handheld radios and mobile radios for the Police Department.

Assistant Police Chief, Alain Babin, made the staff presentation.

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

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

Nay: 0

Absent: 0

G.3 [2017-4524](#)

Consider a resolution authorizing the Mayor to execute a Contract with Lone Star Paving for the 2017 Street Maintenance Program Chip Seal Project.

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nay: 0

Absent: 0

G.4 [2017-4526](#)

Consider a resolution authorizing the Mayor to execute a Public Highway At-Grade Crossing and Advanced Signal Agreement with Union Pacific Railroad Company for the St. Williams Street Quite Zone Project.

Gary Hudder, Transportation Director, made the staff presentation.

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

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

Nay: 0

Absent: 0

G.5 [2017-4509](#)

Consider a resolution authorizing the Mayor to execute Change Order No. 4 with Muniz Concrete & Contracting Inc. regarding the Brushy Creek Regional Trail Gap Project.

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

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

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

Nay: 0

Absent: 0

G.6 [2017-4529](#)

Consider a resolution authorizing the Mayor to execute a Real Estate Contract with MFT-The Creek, LLC for the purchase of a trail easement interest totaling 0.592 acres necessary for the Brushy Creek Trail Project (Parcel 3).

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

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

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

Nay: 0

Absent: 0

G.7 [2017-4537](#)

Consider a resolution authorizing the Mayor to execute Supplemental Agreement No.1 with Halff Associates, Inc. for the Heritage Trail West Project.

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

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

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

Nay: 0

Absent: 0

G.8 [2017-4531](#)

Consider a resolution authorizing the Mayor to execute a Sponsorship Agreement with xRedfoxx, LLC and the Play for All Foundation for a Village Pod building at the Play for All Abilities Park.

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

Councilmember Whitefield abstained from any discussion and vote on this item.

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

Aye: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Leffingwell
Mayor Pro-Tem Peckham
Councilmember Baese

Nay: 0

Absent: 0

Abstain: 1 - Councilmember Whitfield

G.9 [2017-4532](#)

Consider a resolution authorizing the Mayor to execute a Sponsorship Agreement with Nolan Ryan Foundation and the Play for All Foundation for a Train-Themed Play Structure at the Play for All Abilities Park.

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

Councilmember Whitefield abstained from any discussion and vote on this item.

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

Aye: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Leffingwell
Mayor Pro-Tem Peckham
Councilmember Baese

Nay: 0

Absent: 0

Abstain: 1 - Councilmember Whitfield

G.10 [2017-4533](#)

Consider a resolution authorizing the Mayor to execute a Sponsorship Agreement with Dell Children's Medical Center and the Play for All Foundation for a Treehouse at the Play for All Abilities Park.

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

Councilmember Whitefield abstained from any discussion and vote on this item.

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

Aye: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Leffingwell
Mayor Pro-Tem Peckham
Councilmember Baese

Nay: 0

Absent: 0

Abstain: 1 - Councilmember Whitfield

G.11 [2017-4534](#)

Consider a resolution authorizing the Mayor to execute a Sponsorship Agreement with Atmos Energy Corporation and the Play for All Foundation for a Village Pod building at the Play for All Abilities Park.

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

Councilmember Whitefield abstained from any discussion and vote on this item.

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

Aye: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Leffingwell
Mayor Pro-Tem Peckham
Councilmember Baese

Nay: 0

Absent: 0

Abstain: 1 - Councilmember Whitfield

G.12 [2017-4535](#)

Consider a resolution authorizing the Mayor to execute a Sponsorship Agreement with Chick Fil A, Inc. and the Play for All Foundation for a Village Pod building at the Play for All Abilities Park.

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

Councilmember Whitefield abstained from any discussion and vote on this item.

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

Aye: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Leffingwell
Mayor Pro-Tem Peckham
Councilmember Baese

Nay: 0

Absent: 0

Abstain: 1 - Councilmember Whitfield

G.13 [2017-4536](#)

Consider a resolution authorizing the Mayor to execute a Sponsorship Agreement with Nyle Maxwell Family of Dealerships and the Play for All Foundation for a Pit Structure Building at the Play for All Abilities Park.

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

Councilmember Whitefield abstained from any discussion and vote on this item.

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

Aye: 6 - Mayor Morgan
Councilmember Young
Councilmember Flores
Councilmember Leffingwell
Mayor Pro-Tem Peckham
Councilmember Baese

Nay: 0

Absent: 0

Abstain: 1 - Councilmember Whitfield

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

EXECUTIVE SESSION:

I.1 [2017-4564](#) Consider Executive Session as authorized by §551.072, Government Code, related to the value and possible sale of real property located at the northwest corner of the intersection of Main Street and Mays Street.

I.2 [2017-4573](#) 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.

The Council recessed to Executive Session.

Mayor Morgan called the session to order at 7:50 p.m. and adjourned it at 8:40 p.m.

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting 8:45 p.m.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.2

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Pathmark Traffic Products of Texas, Inc. for the purchase of sign blanks and materials for street name signs.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/13/2017

Dept Director: Gary Hudder, Transportation Director

Cost: \$78,988.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2017-4574

This agreement with Pathmark Traffic Products for purchase of aluminum signs of varying lengths, caps, and brackets for use as street name signs and related services at the cost of \$15,791 for each budget year. The contract with Pathmark is for (60) months. The potential cost of this contract \$78,955 during the five year period.

Cost: \$78,955.00

Source of Funds: General Fund

RESOLUTION NO. R-2017-4574

WHEREAS, the City of Round Rock has duly advertised for bids for purchase of aluminum sign blanks of varying lengths, caps, and brackets for use as street name signs, and for related services; and

WHEREAS, Pathmark Traffic Products of Texas, Inc. has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Pathmark Traffic Products of Texas, 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 Purchase of Sign Blanks and Materials for Street Name Signs with Pathmark Traffic Products of Texas, Inc., a copy of said Agreement being attached hereto as Exhibit "A" and incorporated herein, and

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

RESOLVED this 13th day of July, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF SIGN BLANKS
AND MATERIALS FOR STREET NAME SIGNS
WITH
PATHMARK TRAFFIC PRODUCTS OF TEXAS, INC.**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THIS AGREEMENT (referred to herein as the "Agreement"), is for purchase of aluminum sign blanks of varying lengths, caps, and brackets for use as street name signs, and related services, and is made on the ____ day of the month of _____, 2017, by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as "City"), and PATHMARK TRAFFIC PRODUCTS OF TEXAS, INC., whose offices are located at 4435 Hunter Road, San Marcos, Texas 78667 (referred to herein as "Pathmark" or "Vendor"). This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City has determined that there is a need for the delineated goods and services; and

WHEREAS, City desires to contract for the provision of such goods and services, and City desires to purchase same from Pathmark; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services, and City has selected the bid submitted by Pathmark; 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 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Pathmark whereby City is obligated to buy specified goods and Pathmark is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated IFB 17-009 dated March 2017; (b) Pathmark's Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Pathmark's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods** mean the specified supplies, materials, commodities, or equipment.

F. **Services** mean work performed to meet a demand or effort by Vendor to comply with promised delivery dates, specifications, and technical assistance specified.

G. **Pathmark** or **Vendor** means Pathmark Traffic Products, or any of its corporate structures, successors or assigns.

2.01 EFFECTIVE DATE, TERM, ALLOWABLE RENEWALS, PRICES FIRM

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

B. The term of this Agreement shall be for sixty (60) months from the effective date hereof.

C. Prices shall be firm for the duration of this Agreement. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges.

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Pathmark to supply the goods as outlined in IFB 17-009 dated March 2017, and Response to IFB submitted by Pathmark, all as specified in Exhibit "A" attached hereto and made a part hereof for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Pathmark in its Response to the IFB.

The goods and services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED; COSTS

A. All bid items set forth in "Attachment A: Bid Form" of Exhibit "A" (page 8) are awarded to Vendor.

B. Pathmark specifically acknowledges and agrees that City is not obligated to use or purchase any estimated annual quantity of goods. Only if, as, and when needed by City, the bid costs listed on Exhibit "A" shall be the basis of any charges collected by Pathmark.

5.01 INVOICES

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

- A. Name and address of Pathmark;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery dates.

6.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is

granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

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

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

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

A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about goods delivered or the service performed that causes the payment to be late; or

B. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

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

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain same from another source or supplier(s).

12.01 INSURANCE

Vendor shall meet all requirements as stated in the attached Invitation for Bid IFB 17-009 (including all attachments and exhibits), and its bid response; and as set forth at http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

13.01 CITY'S REPRESENTATIVE

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

Bobby Mercer, Transportation Superintendent
City of Round Transportation Department
2008 Enterprise Drive
Round Rock, TX 78664
512-341-3309
bmercer@roundrocktexas.gov

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

If Vendor abandons or defaults hereunder and is a cause of City purchasing the specified services elsewhere, Vendor agrees that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed. Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations hereunder;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16.01 TERMINATION AND SUSPENSION

- A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.
- B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.
- C. Vendor has the right to terminate this Agreement only for cause, in the event of material and substantial breach by City, or by written mutual agreement to terminate.
- E. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after notice of termination, Vendor shall submit a statement detailing the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all federal and state laws, City's Charter and Ordinances, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. Vendor 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.

19.01 ASSIGNMENT AND DELEGATION

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

20.01 NOTICES

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

A. When delivered personally to recipient's address as stated in this Agreement; or

B. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Pathmark Traffic Products of Texas, Inc.
4435 Hunter Road
San Marcos, TX 78667

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephen L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

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

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

22.01 EXCLUSIVE AGREEMENT

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

23.01 DISPUTE RESOLUTION

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

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any such void provision shall be deemed severed from this Agreement, and the balance of this

Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions hereof shall not prevent this entire Agreement from being void should a provision that is of the essence of this Agreement be determined to be void.

25.01 MISCELLANEOUS PROVISIONS

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

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

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

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

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

City of Round Rock, Texas

Pathmark Traffic Products of Texas, Inc.

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

By: Eddie Blakley
Printed Name: Eddie Blakley
Title: VP Sales
Date Signed: 5/23/17

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

Certificate Number:
2017-211689

Date Filed:
05/22/2017

Date Acknowledged:

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

PathMark Traffic Products of Texas, Inc.
San Marcos, 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.

17-009
Aluminum Sign Blanks, Caps, and Brackets

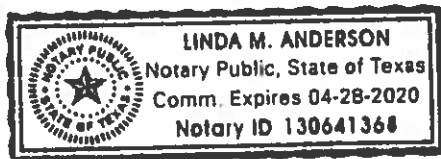
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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.



Eddie Blakley

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Eddie Blakley, this the 23rd day of MAY, 2017, to certify which, witness my hand and seal of office.

Linda M. Anderson
Signature of officer administering oath

LINDA M. ANDERSON
Printed name of officer administering oath

Office Manager
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: E.3

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to We Build Fun, Inc. for the purchase and installation of rubber surfacing for the Play for All Abilities Park.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/13/2017

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$100,513.75

Indexes: General Self-Financed Construction

Attachments: Resolution, Quote, Form 1295

Department: Parks and Recreation Department

Text of Legislative File 2017-4593

This item will authorize the City Manager to issue a purchase order to We Build Fun for purchase and installation of rubber playground surfacing at the Play for All Playground as part of the Play for All Expansion Project. The rubber surfacing helps make the playground accessible for people in wheelchairs and walkers. Traditional wood fiber, while considered accessible, can be difficult for wheelchairs and walkers to maneuver. The rubber surfacing will be located at the Large Playscape Expansion, portions of the swing pod expansion, Zip Line area, and the Adventure Hill.

The Play for All Playground is located at 151 N. A.W. Grimes Blvd. and has become one of the most popular playgrounds in Round Rock with approximately 1,000 visitors at the park daily. With the popularity and extreme use of the playground, it has become necessary to expand the park boundaries and offer additional play experiences. The Play for All Expansion Project includes adding additional parking, realigning the entry drive, addition of three (3) new playpods, and expanding the five (5) existing playpods. Lighting will also be added as part of the expansion.

The Play for All Expansion Project is a joint collaboration between the City and the Play for All Foundation. The Foundation has raised over \$500,000 to help fund the project and are continuing to raise funds.

Cost: \$100,513.75

Source of Funds: General Self-Financed Construction

RESOLUTION NO. R-2017-4593

WHEREAS, the City of Round Rock (“City”) desires to purchase and install rubber surfacing for the Play for All Abilities Park Project, and

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

WHEREAS, Webuildfun, Inc. is an approved vendor of the Buy Board, and

WHEREAS, the City wishes to issue a purchase order to Webuildfun, Inc., Now Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to Webuildfun, Inc. for the purchase and installation of rubber surfacing for the Play for All Abilities Park Project.

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

RESOLVED this 13th day of July, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



PO BOX 29
Allen, TX 75013
Phone: 972-727-0653
Fax: 972-396-4994

Customer Information:

Katie Baker
The City of Round Rock Parks & Recreation Department
301 W. Bagdad Ave.
Round Rock, TX 78664

Date: 3/10/2017

Est. Delivery: Consultant:
Josh Bailey

Project: Play For All Expansion

Buy Board Contract # 512-16 / Buy Board Vendor ID - 2904

ITEM	QTY	DESCRIPTION	EACH	TOTAL
Poured-In-Place Rubber				
Surfacing	9,575	Poured-In-Place Rubber surfacing for the various pods that are part of the expansion as detailed by Katie. Includes transitions into ewf surfacing where applicable. 50% black & 50% color mix. Includes installation - concrete slab base by other. Includes train track design (50% black & 50% color mix) * Nature Pod - 900 sq. ft. @ 102 inch fall height * Swing Pod - 800 sq. ft. @ 90 inch fall height * Swing Pod - 375 sq. ft. @ 24 inch fall height * Large Playscape Pod - 5,400 sq ft. - various heights - see drawing * Adventure Hill Pod - 2,050 sq. ft. - 46 inch fall height	\$11.05	\$105,803.75
Discount	1	Buy Board Discount	-\$5,290.00	-\$5,290.00
Install	1	Included		
Total				\$100,513.75

****Notes****

- * Concrete slabs by other
- * Does not include security while the rubber cures
- * Price assumes all site work done by "other" unless noted above
- * Price assumes all drainage away from the play area by "other" unless noted above
- * Price assumes border by "other" unless noted above

Thank you for the opportunity to provide this quote!
If tax exempt, please provide tax exemption certificate

In addition to manufacturer's warranty on materials, labor is warranted by webuildfun, inc. for 12 months from job completion if webuildfun, inc. provides the original installation

Josh Bailey

Prepared By:

Approved by:

- * In the event rock is encountered, charges may be assessed.
- * It is the responsibility of the owner to obtain permits (unless specified above).

- * It is the responsibility of the owner to locate all underground utility lines. Webuidlufn will assist with this by requesting a line locate from Dig Test, at the owner's request.
- * webuildfun, inc. Will make every reasonable effort to respect all marked utility lines, and will repair damage webuildfun, inc. causes to
- * webuildfun, inc. will not be responsible for damage to unmarked utilities
- * Re-establishment of disturbed grass areas is not included in this quote and if necessary, is to be provided by owner
- * Prices are guaranteed for 30 days from date listed on quote.

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:
2017-229346

Date Filed:
06/27/2017

Date Acknowledged:

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

Webbuildfun, Inc
Allen, 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 Parks & Recreation

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.

Poured-In-Place Rubber Surfacing
Poured-In-Place Rubber Surfacing at the Play For All Abilities Park

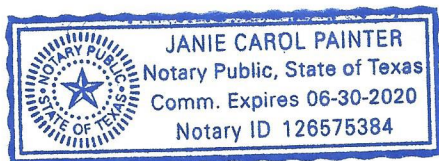
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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 of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Vince Allen, this the 27 day of June,
20 17, to certify which, witness my hand and seal of office.

Janie Carol Painter

Office Administrator

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: E.4

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Axon Enterprises, Inc. for TASER equipment for the Police Department.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/13/2017

Dept Director: Allen Banks, Chief of Police

Cost: \$95,259.08

Indexes: General Fund

Attachments: Resolution, Quote, Form 1295

Department: Police Department

Text of Legislative File 2017-4596

Round Rock Police Department officers are assigned TASER Inc. Conducted Electricity Weapons (CEWs) as a required piece of equipment that is necessary for performance of their duties.

This purchase would cover the cost of the required equipment and accessories in addition to an extended warranty that will cover all replacements for five years. The initial purchase cost for 41 TASERs, accessories, and the first year of extended warranty totals \$54,492.98. The extended warranty is \$10,058.22 annually. The total cost of the initial purchase and the subsequent four years of warranty is \$95,259.08. This warranty will cover routine maintenance and replacements that result from use.

Based on the fact that TASER International is a sole source provider of the product, there was not a solicitation of bids for this contract.

Cost: \$95,257.08

Source of Funds: General Fund

RESOLUTION NO. R-2017-4596

WHEREAS, the City of Round Rock (“City”) desires to purchase TASER equipment, accessories and extended warranty, and

WHEREAS, Section 252.022(4) of the Texas Local Government states that expenditures for items available from only one source are exempt from competitive bidding requirements, and

WHEREAS, Axon Enterprises, Inc. is the sole source provider of all TASER products, and

WHEREAS, the City wishes to issue a purchase order to Axon Enterprises, Inc., Now
Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to Axon Enterprises, Inc. for the purchase of TASER equipment, accessories, and extended warranty as described in the attached Exhibit “A.”

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

RESOLVED this 13th day of July, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

Axon Enterprise, Inc.*Protect Life.*

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: +1 4809910791



Damaris Morales
(512) 671-2836
damorales@roundrocktexas.gov

Quotation

Quote: Q-122053-2
Date: 6/22/2017 11:35 AM
Quote Expiration: 8/31/2017
Contract Start Date*: 7/28/2017
Contract Term: 5 years

AX Account Number:
107982

Bill To:
Round Rock Police Dept. - TX
221 E. Main Street
ROUND ROCK, TX 78664
US

Ship To:
Damaris Morales
Round Rock Police Dept. - TX
2701 N. MAYS ST.
ROUND ROCK, TX 78665
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Elliott Kelly	+1 5127123580	ekelly@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	22013	KIT, DATAPORT DOWNLOAD, USB, X2/ X26P	USD 176.49	USD 176.49	USD 0.00	USD 176.49
41	11002	HANDLE, BLACK, CLASS III, X26P	USD 964.05	USD 39,526.05	USD 0.00	USD 39,526.05
41	85058	TASER ASSURANCE PLAN CEW, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
41	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 197.22	USD 8,086.02	USD 0.00	USD 8,086.02
37	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 57.04	USD 2,110.48	USD 0.00	USD 2,110.48
4	11504	HOLSTER, BLACKHAWK, LEFT, X26P	USD 57.04	USD 228.16	USD 0.00	USD 228.16
41	22012	TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P	USD 58.38	USD 2,393.58	USD 0.00	USD 2,393.58
10	85058	TASER ASSURANCE PLAN CEW, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
10	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 197.22	USD 1,972.20	USD 0.00	USD 1,972.20

Year 1 Total Before Discounts: USD 54,492.98

Year 1 Net Amount Due: USD 54,492.98

Spares

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	11002	HANDLE, BLACK, CLASS III, X26P	USD 964.05	USD 964.05	USD 964.05	USD 0.00
1	85058	TASER ASSURANCE PLAN CEW, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	22012	TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P	USD 58.38	USD 58.38	USD 58.38	USD 0.00
Spares Total Before Discounts:						USD 1,022.43
Spares Discount:						USD 1,022.43
Spares Net Amount Due:						USD 0.00

Year 2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
10	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 197.22	USD 1,972.20	USD 0.00	USD 1,972.20
41	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 197.22	USD 8,086.02	USD 0.00	USD 8,086.02
Year 2 Total Before Discounts:						USD 10,058.22
Year 2 Net Amount Due:						USD 10,058.22

Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
10	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 197.22	USD 1,972.20	USD 0.00	USD 1,972.20
41	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 197.22	USD 8,086.02	USD 0.00	USD 8,086.02
Year 3 Total Before Discounts:						USD 10,058.22
Year 3 Net Amount Due:						USD 10,058.22

Year 4

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
10	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 197.22	USD 1,972.20	USD 0.00	USD 1,972.20
41	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 197.22	USD 8,086.02	USD 0.00	USD 8,086.02
Year 4 Total Before Discounts:						USD 10,058.22
Year 4 Net Amount Due:						USD 10,058.22

Year 5

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
10	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 197.22	USD 1,972.20	USD 0.00	USD 1,972.20
41	85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	USD 197.22	USD 8,086.02	USD 0.00	USD 8,086.02
Year 5 Total Before Discounts:						USD 10,058.22
Year 5 Net Amount Due:						USD 10,058.22

Subtotal	USD 94,725.86
Estimated Shipping & Handling Cost	USD 533.22
Grand Total	USD 95,259.08

This quote is for 41 new X26P CEWs covered under the Taser Assurance Plan. This quote also includes 10 extra TAP payments to cover the CEWs purchased on quote Q-97772 in February 2017.

Axon Enterprise, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at www.axon.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ Name (Print): _____ PO# (if needed): _____	Date: _____ Title: _____
--	---

Quote: Q-122053-2

Please sign and email to Elliott Kelly at ekelly@taser.com or fax to +1 4809910791

THANK YOU FOR YOUR BUSINESS!

'Protect Life'® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S.
 © 2013 Axon Enterprise, Inc. All rights reserved.

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:
2017-230953

Date Filed:
06/29/2017

Date Acknowledged:

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

Axon Enterprise, Inc.
Scottsdale, AZ 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.

Q-122053-2
Taser and accessories

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Taylor, Bret	Scottsdale, AZ United States	X	
	Partovi, Hadi	Scottsdale, AZ United States	X	
	Martz , Judy	Scottsdale, AZ United States	X	
	Kroll, Mark	Scottsdale, AZ United States	X	
	Carmona, Richard	Scottsdale, AZ United States	X	
	McBrady, Matthew	Scottsdale, AZ United States	X	
	Garnreiter, Michael	Scottsdale, AZ United States	X	
	Smith, Patrick	Scottsdale, AZ 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.



Robert Driscoll

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robert Driscoll, this the 29th day of June, 2017, to certify which, witness my hand and seal of office.

Caitlin M Morgan
Signature of officer administering oath

Caitlin M Morgan
Printed name of officer administering oath

Contracts Manager
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: E.5

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Motorola for new radios for the Police Department.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/13/2017

Dept Director: Allen Banks, Chief of Police

Cost: \$104,753.04

Indexes: General Fund

Attachments: Resolution, Quote, Form 1295

Department: Police Department

Text of Legislative File 2017-4599

This item seeks approval for the purchase of Motorola equipment for eight new-hire police officers. Included in the purchase are eight handheld radios, eight vehicle radios, necessary accessories, software and five year warranty. The purchase amount is included in the budgeted cost of the new officer positions as required equipment.

Cost: \$104,753.04

Source of Funds: General Fund

RESOLUTION NO. R-2017-4599

WHEREAS, the City of Round Rock (“City”) desires to purchase new radios for the Police Department; and

WHEREAS, Houston-Galveston Area Council (“HGAC”), acting as the agent for various local governmental entities who are “End Users” under Interlocal Agreements, including the City, has solicited proposals for radio communications equipment, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, Motorola is an approved vendor of HGAC pursuant to Contract #RA05-15 for radio communication, emergency response and mobile interoperability equipment; and

WHEREAS, the City wishes to issue a purchase order to Motorola for new radios, 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 Motorola for the purchase of new radios for the Police Department.

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

RESOLVED this 13th day of July, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

**MOTOROLA**

Account Manager: Clay Cassard
6500 River Place Blvd, Austin TX 78730

Date: date 5-2-17
Quote#: scc5717b
HGAC RA05-15

Prepared For: Damaris Morales

Phone Number:

Email :

Agency: City of Round Rock Police Dept

Customer #:

Ship to Address:

Bill to Address:

Item	Qty	Description	Model	List Price	Contract Price	Extended
8		APX 8000 ALL BAND PORTABLE MODEL 3.5				
		APX 8000 ALL BAND PORTABLE MODEL 3.5	H91TGD9PW7 N	\$6,292	4,467.32	35,738.56


MOTOROLA

Account Manager: Clay Cassard
6500 River Place Blvd, Austin TX 78730

Date: date 5-2-17
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Prepared For: Damaris Morales

Phone Number:

Email :

Agency: City of Round Rock Police Dept

Customer #:

Ship to Address:

Bill to Address:

Item	Qty	Description	Model	List Price	Contract Price	Extended
APX 8000 ALL BAND PORTABLE MODEL 3.5						
8		APX 8000 ALL BAND PORTABLE MODEL 3.5	H91TGD9PW7 N			
8		ADD: ASTRO DIGITAL CAI OPERATION	Q806	\$6,292	4,467.32	35,738.56
8		ADD: SMARTZONE OPERATION	H38	\$515.00	365.65	2,925.20
8		ADD: P25 9600 BAUD TRUNKING	Q361	\$1,500.00	1,065.00	8,520.00
8		ADD: TDMA OPERATION	QA00580	\$300.00	213.00	1,704.00
8		ADD: 5 YEAR SERVICE FROM THE START LITE	Q887	\$450.00	319.50	2,556.00
8		ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	QA01648	\$213.00	151.23	1,209.84
8		ADD: PROGRAMMING OVER P25 (OTAP)	G996	\$5.00	3.55	28.40
8		ADD: GROUP SERVICES	QA09008	\$100.00	71.00	568.00
8		ADD: P25 LINK LAYER AUTHENTICATION	QA01767	\$150.00	106.50	852.00
8		DEL: DELETE UHF BAND	QA05509	(\$800.00)	-568.00	-4,544.00
8		Standard Battery		\$150.00	106.50	852.00
8		RADIO MANAGEMENT SOFTWARE	T7914	\$100.00	71.00	568.00
8		RM DELIVERY OPTION - EMAIL Catherine Roberts	UA00049AA	\$0.00	0.00	0.00
8		PROMO	PROMO	(\$300.00)	-300.00	-2,400.00
8		ENCRYPTION				
8		ENH: MULTIKEY	H869	\$330.00	234.30	1,874.40
8		ENH: AES/DES,DES-XL,DES-OFB	Q15	\$799.00	567.29	4,538.32
RADIO ACCESSORIES						
TOTAL						55,558.72


MOTOROLA

Account Manager: Clay Cassard
6500 River Place Blvd, Austin TX 78730

Date: date 5-2-17
Quote#: scc5717b
HGAC RA05-15

Prepared For: Damaris Morales

Phone Number:

Email :

Agency: City of Round Rock Police Dept

Customer #:

Ship to Address:

Bill to Address:

Item	Qty	Description	Model	List Price	Contract Price	Extended
	8	BATT IMPRES 2 LIION R IP68 3400T	PMNN4486	\$150.00	112.50	900.00
	8	APX 7000 IMPRES CG SU APX7000 USNA/CA/LA	NNTN8863A	\$125.00	93.75	750.00
	8	IMPRES RSM, 3.5MM AUDIO JACK	PMMN4069A	\$110.00	82.50	660.00
	8	Belt Clip conversion kits	NTN9179	\$42.00	31.50	252.00

Total With Accessories
Trade In Credit
TOTAL

58,120.72
-3,200.00
54,920.72

APX8500 ALL BAND MP MOBILE Dual Band, Dash

Mount, Single Head

8	APX8500 ALL BAND MP MOBILE	M37TSS9PW1 N	\$4,770.00	3,386.70	27,093.60
8	ENH: ASTRO DIGITAL CAI OP APEX	G806	\$515.00	365.65	2,925.20
8	ENH: SMARTZONE OPERATION APX	G51	\$1,500.00	1,065.00	8,520.00
8	ADD: P25 TRUNKING SOFTWARE	G361	\$300.00	213.00	1,704.00
8	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	QA01648	\$5.00	3.55	28.40
8	ADD: O5 CONTROL HEAD	G442	\$432.00	306.72	2,453.76
8	ADD: APX CONTROL HEAD SOFTWARE	G444	\$0.00	0.00	0.00
8	ADD: DASH MOUNT	G66	\$125.00	88.75	710.00
8	ADD: ALL BAND MOBILE ANTENNA (7/8N/U)	GA01513	\$95.00	67.45	539.60
8	ADD: GPS/WI-FI ANTENNA	GA00226	\$75.00	25.00	200.00
8	ADD: KEYPAD MIC GCAI	W20	\$180.00	127.80	1,022.40


MOTOROLA

Account Manager: Clay Cassard
6500 River Place Blvd, Austin TX 78730

Date: date 5-2-17
Quote#: scc5717b
HGAC RA05-15

Prepared For: Damaris Morales	Ship to Address:	Bill to Address:
Phone Number:		
Email :		
Agency: City of Round Rock Police Dept		
Customer #:		

Item	Qty	Description	Model	List Price	Contract Price	Extended
	8	ADD: AUXILIARY SPKR 7.5 WATT	B18	\$60.00	42.60	340.80
	8	ADD: 4 YR SFS LITE	GA00318	\$363.00	257.73	2,061.84
	8	ADD: DIGITAL TONE SIGNALING	GA09000	\$150.00	106.50	852.00
	8	ADD: TDMA OPERATION	GA00580	\$450.00	319.50	2,556.00
	8	ENH: OVER THE AIR PROVISIONING	G996	\$100.00	71.00	568.00
	8	ADD: APX MOBILE RADIO AUTHENTICAT	GA01767	\$100.00	71.00	568.00
	8	ADD: GROUP SERVICES	GA09008	\$150.00	106.50	852.00
	8	DEL: DELETE UHF BANDGA05509681(\$800.00)	GA05509681	(\$800.00)	-568.00	-4,544.00
	8	RADIO MANAGEMENT SOFTWARE	T7914	\$100.00	71.00	568.00
	8	RM DELIVERY OPTION - EMAIL Catherine Roberts	UA00049AA	\$0.00	0.00	0.00
	8	PROMO	PROMO	(\$300.00)	-300.00	-2,400.00
	8	ENCRYPTION				
	8	ADD: MULTIPLE KEY ENCRYPTION OPERATION	W969	\$330.00	234.30	1,874.40
	8	ADD: AES/DES-XL/DES-OFB ENCRYPTION	G851	\$799.00	567.29	4,538.32

GRAND TOTAL 53,032.32
Trade In Credit -3,200.00
GRAND TOTAL 49,832.32

GRAND TOTAL 104,753.04

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:
2017-224778

Date Filed:
06/15/2017

Date Acknowledged:

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

Motorola Solutions
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.

scc5717b
Purchase of radios for eight new officers

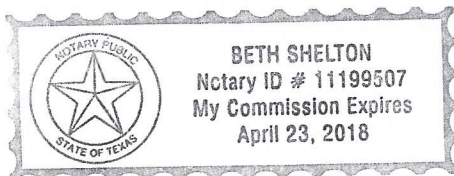
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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 Richard R Russek, this the 19 day of June, 20 17, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Beth Shelton
Printed name of officer administering oath

Notary
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider a resolution authorizing the Mayor to execute an Agreement for Architectural Services and accompanying Supplemental Agreement No. 1 with Architexas for the Stagecoach Inn Relocation Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/13/2017

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost: \$98,300.00

Indexes: Hotel Occupancy Tax Fund

Attachments: Resolution, Exhibit A, Form 1295, Map, Map 2

Department: Planning and Development Services Department

Text of Legislative File 2017-4588

In February 2017, Architexas, a preservation architecture firm, presented a report, entitled "Round Rock Stagecoach Inn Relocation Feasibility Study". The study outlined relocating the Old Stagecoach Inn from its current location at the Commons (901 Round Rock Avenue) because the structure is in the path of the RM620 road realignment project. After considering two sites, the preferred relocation option was determined to be to the Bathing Beach Park site along Chisholm Trail (see attached exhibit and map). The contract being considered by Council would continue the relationship with Architexas for project management for relocation of the structure.

Since February, Staff has been working with other departments, Legal and Architexas to formulate a workplan and to prepare a contract wherein Architexas will manage this project. According to the proposed project management contract, Architexas will be responsible for pre-design, design development, construction documents, bidding and construction phase services.

The relocation project outlined in the feasibility study consists of four phases: 1) Initial work (building and site preparation at existing site in advance of move); 2) New site preparation and relocation of historic building; 3) Stabilization of historic building at new site and mothballing of structure; 4) Basic exterior and interior rehabilitation of structure. The fourth phase (restoration), per the Council's direction, is not being included as part of the current project. According to the feasibility study, the total project cost for Phases 1-3 is \$532,166. Council asked staff to examine potential cost savings by doing some of the work in house. Staff has come up with approximately \$65,000 in project savings by working with Planning,

General Services, Transportation and Parks to complete some tasks.

This contract you are considering this evening for project management for the three phases outlined above is \$98,300 which includes \$75,800 for the project management scope and up to \$22,500 for up to 100 hours of specialty preservation consulting services to use as needed.

Round Rock was first established as a commercial center where a stagecoach route crossed Brushy Creek. The Old Stagecoach Inn was built from 1848-1853 to serve that route's travelers, making it one of the oldest surviving buildings from Round Rock's founding era. It served as a place for travelers to rest or change horse teams, have the wagon repaired or the horses shod by the blacksmith, and as a trading center for local farmers. Buildings from this "pre-railroad" period were constructed by skilled builders using traditional techniques and materials that could be obtained nearby, without access to manufactured building materials that had to be transported by rail. Few buildings remain from Round Rock's "pre-railroad" era, and as the Stagecoach Inn is in the path of the RM 620 road realignment project, it is proposed to be relocated to the Bathing Beach which is still within the original settlement on the stagecoach road.

Cost: \$98,300

Source of Funds: Hotel Occupancy Tax

RESOLUTION NO. R-2017-4588

WHEREAS, the City of Round Rock desires to retain professional architectural consulting services related to the relocation/restoration of the Stagecoach Inn, and

WHEREAS, Architexas, Architecture Planning & Historic Preservation, Inc. has submitted an Agreement for Architectural Services (“Agreement”) and Supplemental Agreement No. 1 to provide said services, and

WHEREAS, the City Council desires to enter into said Agreement and Supplemental Agreement No. 1 with Architexas, Architecture Planning & Historic Preservation, 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 Architectural Services for Relocation/Restoration of Stagecoach Inn and Supplemental Agreement No. 1 with Architexas, Architecture Planning & Historic Preservation, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 13th day of July, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

**City of Round Rock Agreement
for Architectural Services for
Relocation/Restoration of Stagecoach Inn with
Architexas, Architecture Planning & Historic Preservation, Inc.**

AGREEMENT made as of the Thirteenth (13th) day of the month of July in the year Two Thousand Seventeen (2017).

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

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

and the Architect:

Architexas – Architecture, Planning & Historic Preservation, Inc.
2900 South Congress Avenue, Suite 200
Austin, Texas 78704

For the following Project:

Professional architectural services related to the relocation/restoration of the Stagecoach Inn.

The Owner and the Architect agree as follows:

Architect will provide full architectural consulting services as outlined in this Agreement and in conformance with the general project approach as described in the Round Rock Stagecoach Inn – Relocation Feasibility Study, dated December 5, 2015, by Architect. In addition, Architect shall perform delineated project management and historic preservation services as set forth herein and in the attached exhibits, incorporated herein by reference for all purposes.

ARTICLE 1.1 INITIAL INFORMATION

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

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

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

1.1.2 PROJECT PARAMETERS

1.1.2.1 The objective or use is:

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

Relocation/Rebuilding of the Stagecoach Inn.

00353420 /ss2

1.1.2.2 The physical parameters are:

The Stagecoach is currently located on Round Rock Avenue in Round Rock, Texas and will be relocated to Bathing Beach Park on Chisholm Trail in Round Rock, Texas.

1.1.2.3 The Owner's Program is:

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

Schedule:

Initial proposed schedule for the Project is attached as Exhibit "C." The Architect will maintain a detailed project schedule in Microsoft Project or in an alternative format approved by the Owner throughout the duration of the Project which will be attached as Exhibit "D" and incorporated herein for all purposes.

1.1.2.4 The financial parameters are as follows:

1. The Fee Schedule relative to this Agreement is set forth in Exhibit "B," incorporated herein for all purposes, and is as follows:

A. Professional Services

In consideration for the professional services to be performed by the Architect, the Owner agrees to pay the Architect a total sum not to exceed **Ninety-Eight Thousand Three Hundred and no/100 Dollars (\$98,300.00)**. Said sum is a fixed not-to-exceed amount, and shall be paid as delineated in the attached Exhibit "B" which is incorporated herein by reference for all purposes. Such not-to-exceed sum includes amounts paid for Architect's services; for consultant fees for MEP engineers, structural engineers, civil engineers, and ADA consultants as needed; and for reimbursable expenses as set forth in Section B below.

B. Reimbursable Expenses Allowance

Payment for reimbursable expenses, including administrative charges and out-of pocket expenses, shall not exceed the maximum sum of **Two Thousand and no/100 Dollars (\$2,500.00)**, and such amount is *included* in the not-to-exceed total fee of \$98,300.00.

C. Additional Services

Additional services are defined as any services not included as part of the scope of work of the project including revisions to previously-approved plans that necessitate additional work for the Architect, substantive changes in Project scope, or additional work necessitated by unknown or reasonably unforeseen circumstances. Any additional services shall be performed under a supplemental agreement negotiated at a time subsequent to this Agreement.

1.1.2.5 The time parameters are:

Services hereunder shall commence within ten (10) upon receipt by the Architect of a Notice to Proceed from the Owner. Completion date shall be agreed upon by Owner and Architect and shall be incorporated in Exhibit "D."

Other time parameters or adjustments to time parameters may be determined at a later date by mutual agreement of the parties.

1.1.2.6 The proposed procurement or delivery method for the Project is: To be determined.

Professional services such as architectural/engineering will be engaged by negotiated contract.

1.1.3 PROJECT TEAM

1.1.3.1 The Owner's Designated Representatives are:

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

Joelle Jordan, AICP
Project Manager
City of Round Rock
301 W. Bagdad Avenue
Round Rock, Texas 78664
Telephone Number: (512) 218-5422
Email Address: jjordan@roundrocktexas.gov

1.1.3.2 The Owner's consultants and contractors are:

Architect of Record / Prime Firm:

Architexas – Architecture, Planning & Historic Preservation, Inc.

Consultants:

To be submitted to Owner and approved by Owner.

1.1.3.3 The Architect's Designated Representative is:

Stanley O. Graves, FAIA
Architexas – Architecture, Planning & Historic Preservation, Inc.
2900 South Congress Avenue, Suite 200
Austin, Texas 78704

1.1.3.4 The consultants retained at the Architect's expense shall be submitted to and approved by Owner.

1.1.4 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and the Architect.

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

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

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

1.2.2 OWNER

1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project.

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

1.2.2.3 The Owner's Designated Representatives identified in Paragraph 1.1.3.1 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or Owner's Designated Representatives shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

1.2.2.4 The Owner may furnish the services of consultants other than those designated in Paragraph 1.1.3.2 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project or a change in the scope of the Project. Any service furnished by the Architect at the Owner's request must be approved by the Owner.

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

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

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

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

1.2.2.9 Owner agrees to pay the actual costs of review fees associated with Texas Building Accessibility reviews, reviews by other authorities having jurisdiction, and any other required filing fees.

1.2.2.10 The Owner will provide the Architect with miscellaneous items such as the Project Facility Program, one digital copy of the City of Round Rock General and Supplementary Conditions for Building Construction, Wage Rates, Contract and Bond Forms, and such other information and materials as may be necessary and practicable for the orderly and expeditious progress of the work and the awarding of the construction contract. To the extent practicable, these documents shall be utilized in the preparation of the construction documents.

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

1.2.2.12 Any information related to design standards and Owner-furnished equipment specifications not provided pursuant to Section 1.2.2.10 above and desired by the Architect from the Owner must be requested by the Architect in writing during the initial Phase of the Project.

1.2.3 ARCHITECT

1.2.3.1 The services performed by the Architect, the Architect's employees and the Architect's consultants shall be as enumerated in Article 1.4 and as enumerated elsewhere herein, in attached and accompanying documents, in supplemental documents, and in related documents.

1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a detailed schedule in

Microsoft Project or an approved alternative format for the performance of the Architect's services which initially shall be consistent with the time periods established in Exhibit "C" and which may be adjusted, if necessary and approved by the Owner, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or the Owner.

1.2.3.3 The Architect's Designated Representative identified in Paragraph 1.1.3.3 shall be authorized to act on the Architect's behalf with respect to the Project.

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

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

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

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

ARTICLE 1.3 TERMS AND CONDITIONS

1.3.1 COST OF THE WORK

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

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

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

1.3.2 INSTRUMENTS OF SERVICE

1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely by the Owner. All of the Architect's designs and work product under this Agreement, including but not limited to Tracings, Drawings, Estimates, Specifications, Investigations, Studies and other documents, shall be the property of the Owner, to be used as the Owner desires; by execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, the Architect hereby conveys, transfers and assigns to the Owner all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project designs and work product developed under this Agreement. Copies may be retained by the Architect. The Architect shall be liable to the Owner for any loss or

damage to any such documents while they are in the possession of or while being worked upon by the Architect or anyone connected with the Architect, including agents, employees, consultants or subcontractors. All documents so lost or damaged shall be replaced or restored by the Architect without cost to the Owner.

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

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

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

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

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

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

1.3.3 CHANGE IN SERVICES

1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing. It is expressly understood and agreed by and between the parties hereto that any alteration in schedule, compensation and Change in Services shall be effected only by Supplemental Agreement hereto. Any such Supplemental Agreement to this contract must be duly authorized by appropriate City Council or City Manager action.

1.3.4 MEDIATION

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

the matter by mediation.

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

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

1.3.5 ARBITRATION

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

1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

1.3.7 MISCELLANEOUS PROVISIONS

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

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

1.3.7.3 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other. The Owner, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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

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

1.3.7.6 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information.

1.3.7.7 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least seven (7) days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

1.3.7.8 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

1.3.7.9 All Exhibits to the Contract are incorporated herein as a part of the Contract. Any inconsistencies or conflicts in Contract and Exhibits shall be resolved by giving preference to pages one (1) through nine (9) of the Contract.

1.3.8 TERMINATION OR SUSPENSION

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

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

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

1.3.9 PAYMENTS TO ARCHITECT

1.3.9.1 Payments on account of services rendered shall be made monthly upon presentation of the Architect's statement of services.

1.3.9.2 Reimbursable Expenses, in an amount not to exceed \$2,500.00, are *included* in the not-to-exceed sum for compensation for the Architect's services and include expenses incurred by the Architect and the Architect's employees and consultants directly related to the Project, as described in 1.1.2.4.B.

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

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

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

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

1.4.1.1 Architectural Services Agreement between Owner and Architect.

1.4.1.2 Other documents as follows:

Exhibit "A" Scope of Service.

Exhibit "B" Compensation and Hourly Rate Schedule

Exhibit "C" Project Schedule

Exhibit "D" Project Schedule (to be attached subsequent to execution)

"Supplemental Agreement No. 1" supplementing Architectural Services Agreement between Owner and Architect.

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

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

ARTICLE 1.5 COMPENSATION

1.5.1 Payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement and in format requested by the Owner.

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

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

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

[Signatures on the following page]

OWNER

CITY OF ROUND ROCK, TEXAS

By: _____
Mayor, Craig Morgan

Date: _____

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

ARCHITECT

ARCHITEXAS, INC.

By:  _____

Date: July 5, 2017

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF ROUND ROCK

STATE OF TEXAS

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

This document is entitled Supplemental Agreement No. 1, and it supplements “City of Round Rock Agreement for Architectural Services for Relocation/Restoration of Stagecoach Inn with Architexas – Architecture Planning & Historic Preservation, Inc.” for the following Project:

Professional architectural services and design services related to the following:

Relocating and rebuilding of the Stagecoach Inn in Round Rock, Texas. The project (hereinafter the “Project”) will consist of three (3) construction phases.

Professional services for this Project shall include, but not be limited to, Schematic Design, Design Development, Construction Documents, Bidding, and Construction Observation. In addition, Architect shall perform delineated project management and historic preservation consulting services. Architect shall be the Architect of Record, and shall be in charge of coordination of consultants.

This Supplemental Agreement No. 1 is made and entered into as of the same date of the Agreement it supplements, that being the 13th day of July, 2017, and likewise is by and between the same parties, those being the CITY OF ROUND ROCK, a home-rule municipal corporation of Williamson and Travis Counties, Texas (hereinafter referred to as “City” and/or “Owner”) and ARCHITEXAS, INC., with offices located at 2900 South Congress Avenue, Suite 200, Austin, Texas 78704 (hereinafter referred to as “Architect”).

WITNESSETH:

WHEREAS, as is recited in the Agreement this document supplements, City intends to provide services for the design, construction, and project management of the Project. Architect’s services are desired for purposes including but not limited to being architect of record, coordinating consultants, planning, civil, architectural, design, structural, mechanical/electrical/plumbing engineering services, confirming project program and space requirements, document production, bidding-related services, and construction observation services related to the Project; and

WHEREAS, total compensation for Architect’s services under this Agreement shall not exceed the following: **\$98,300.00**, *including* reimbursable expenses in an amount not to exceed **\$2,500.00**; and

WHEREAS, City may, at its sole discretion, request consulting services related to historic preservation in an amount not to exceed 100 hours, which amount is *included* in the not-to-exceed total compensation of **\$98,300.00**; and

WHEREAS, City shall only be billed for the number of hours requested for historic preservation consulting services; and

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

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

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

ARTICLE I

SCOPE OF SERVICES AND COMPENSATION

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

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

Architect's total compensation hereunder shall not exceed **Ninety-Eight Thousand Three Hundred and no/100 Dollars (\$98,300.00)**, *including* a not-to-exceed amount of Two Thousand Five Hundred and no/100 (**\$2,500.00**) for approved Reimbursable Expenses. These amounts represent the absolute limit of City's liability to Architect under this Agreement, unless same shall be changed by additional Supplemental Agreement hereto.

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

ARTICLE II

ARCHITECT'S SERVICES

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

professional standard.

2.01.1 Specialty Historic Preservation Services. This Project is unique in that it will preserve a historical building. Certain donations may be received by the City in the form of labor and/or materials for this Project. Architect agrees to work with all donors of appropriate trades and materials for this Project. City shall inform Architect of any donations received so that said donations can be incorporated into the Project in a timely manner. This work will be performed at the Architect's hourly rate.

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

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

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

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

- (1) Architect shall prepare from the approved Design Development Documents and updated budget for the Cost of the Work, for consideration of and approval by the City, Construction Documents, which documents shall set forth in detail the requirements of the entire Project, including the necessary bidding information prepared in such a way to allow City, if it so desires, to advertise for the award of one or more contracts for the construction and completion of the entire Project, or any phase thereof, and Architect shall assist City in preparation of the Bidding Forms, shall utilize without modification City's standard General and Supplementary General Conditions, and shall draft all Special Conditions of the Contract. City's standard form of Contract between City and the Contractor shall also be utilized, along with City's form of Bid Bond, Performance Bond and Payment Bond. Architect shall also compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.
- (2) Architect shall provide the City a digital copy of a complete set of proposed Construction Documents for review and official approval prior to the advertisement of bids for the construction of the Project, and within the agreed Performance Schedule following

approval of the Design Documents.

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

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

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

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

Architect's assistance to City shall include submitting written reviews and recommendations for awards based upon the acceptability of bids; and, if required by City, more detailed analyses of specific bids. Reviews shall also consider the responsiveness of bids and their conformity with Bid Documents. In addition to the tasks set forth in 2.05, Architect shall be responsible for all bid and proposal services set forth in Exhibit "A" of the Architectural Services Agreement.

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

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

- (1) Architect shall provide administration of the Construction Contract as set forth in the Construction Documents, specifically the General and Supplementary General Conditions. Architect's assigned authority thereunder will not be substantially modified without Architect's written consent.

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

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

precise procedures, to be approved by City's Director, for expediting the processing and approval of these submissions without delay. Prompt review by Architect of submissions is of prime importance to City and an absolute necessity under the time constraints of the Project.

- (15) Architect shall prepare Change Orders and/or Construction Change Directives to the construction contract, in six (6) copies, after review and approval by City. Each Change Order shall be specific and final as to prices and extensions of time, with no reservations or other provisions allowing for future additional money or time as a result of the particular changes identified and fully compensated in the Change Order.
- (16) Architect shall conduct inspections to determine the dates of substantial completion and final completion, shall receive written guarantees and related documents assembled by Contractor for submittal with the final Certificate of Payment, and shall prepare and present final Certificate for Payment to Director for City's approval and payment. In addition, Architect shall make inspection of the Project at least thirty (30) days before the expiration of the one (1) year warranty contained in the Contractor's Performance Bond.
- (17) Architect shall conduct regularly scheduled progress meetings with City, the Contractor and major Subcontractors. Minutes of same shall be prepared by Architect with copies submitted to City's Director.
- (18) Architect shall have authority to order minor changes in the construction work, consistent with the Contract Documents, and not involving an adjustment in the Contractor's bid price or an extension of the Project Schedule. Such changes shall be accomplished by Field Order. In addition, Architect may issue written Field Orders which interpret the Plans and Specifications, with copies submitted to City's Director.
- (19) Architect shall assemble and deliver to City a set of reproducible Record Construction Drawings showing significant changes in the work during the construction process and final location of mechanical and electrical service lines and outlets, based upon marked-up prints of drawings and other data furnished by the Contractor to Architect. Architect shall provide Record Construction Specifications which will identify the changes in the specifications on a sheet, which sheet will be inserted at the beginning of each section to which they pertain.
- (20) Architect shall obtain from the Contractor and forward to Owner the following: (1) consent of surety or sureties, if any, of reduction in or partial release of retainage or the making of final payment; and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying Owner against liens.

2.07 Warranty Phase. Architect shall assist Owner in scheduling corrections to be made by the Contractor during the warranty period. During the eleventh month following completion of the prime general contract, Architect will arrange for a warranty inspection tour of the entire Project by authorized representatives of City, the Subconsultants and of each prime contractor engaged on the Project. Architect shall then prepare a list of work which needs to be done by each prime contractor to satisfy that prime contractor's warranty obligations to City. For any non-warranty involvement of Architect, payments shall be made based upon the Hourly Rate Schedule contained in this Agreement.

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

ARTICLE III **CITY'S RESPONSIBILITIES**

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

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

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

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

3.05 Fees. City shall pay for fees required for Architect's submittal and approval of documents as set forth in the Agreement this document supplements.

3.06 Miscellaneous items. City will also provide Architect with City of Round Rock General and Supplementary General Conditions for Building Construction, Wage Rates, Contract and Bond Forms, and such other information and materials as may be necessary and practicable for the orderly and expeditious process of the work and the awarding of the Construction Contract. To the extent practicable, these documents shall be utilized in the preparation of the Construction Documents.

ARTICLE IV **FIXED LIMIT OF TOTAL BUDGETED CONSTRUCTION COST**

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

4.02 Procedures if Bid(s) Exceed Budgeted Construction Costs. If the lowest responsible bid exceeds its portion of the fixed limit of total Budgeted Construction Cost for the Project, City at its option may either (1) give written approval of an increase in such fixed limit, with no obligation to increase

Architect's fee, or (2) authorize rebidding within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3), if the lowest responsible bid exceeds the Budgeted Construction Cost by more than ten (10%), Architect, without additional charge, shall immediately modify the Drawings and Specifications as necessary to bring the Project cost within the budgeted fixed limit, or within any higher fixed limit subsequently authorized by City. Providing this service shall be the limit of Architect's responsibility in this regard, and having done so, Architect shall be entitled to his fees in accordance with this Agreement. If the lowest responsible bid is within ten percent (10%) of the Budgeted Construction Cost, the Architect shall, upon the City's request and as an Additional Service, make revisions to Drawings and Specifications to reduce the Probable Construction Cost. However, when the excess is due to changes initiated by Architect in scope, basic systems or the kinds and quality of materials, finishes or equipment, Architect shall make revisions at no additional cost to City.

ARTICLE V **REIMBURSABLE EXPENSES**

5.01 Reimbursable Expenses. Reimbursable Expenses are *included* in the total not-to-exceed fee delineated in the Agreement this document supplements and herein, and include the actual expenditures and actual costs set forth in the Agreement this document supplements.

ARTICLE VI **PAYMENTS TO THE ARCHITECT**

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

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

6.02 Reimbursable Expenses. Payments for authorized Reimbursable Expenses for Architect, as hereinbefore referred to and in an amount not to exceed \$2,500.00, shall be made following presentation, review and approval of Architect's detailed invoice in triplicate.

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

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

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

6.06 Invoices. Architect's invoices to City shall provide complete information and documentation to substantiate Architect's charges, and shall be in a form to be specified by Director. All payments to Architect shall be made on the basis of the invoices submitted by Architect and approved by Director. Such invoices shall conform to the schedule of services and costs in connection therewith set out hereinabove. All Reimbursable Expenses shall be clearly shown. Should additional backup material be

requested by Director, Architect shall comply promptly with such request. In this regard, should Director determine it necessary, Architect shall make all records and books relating to this Agreement available to City for inspection and auditing purposes.

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

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

ARTICLE VII **ARCHITECT'S ACCOUNTING RECORDS**

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

ARTICLE VIII **TERMINATION AND DEFAULT**

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

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

ARTICLE IX
GENERAL, SUPPLEMENTARY AND SPECIAL CONDITIONS;
CONTRACT ADMINISTRATION

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

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

ARTICLE X
RESPONSIBILITY FOR WORK, INDEMNIFICATION AND INSURANCE

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

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

10.03 Indemnification (Patent and Copyright Claims). Architect agrees to completely indemnify and hold harmless City, its officers, and employees, against a claim that any of the Designs, Plans or Specifications prepared by Architect, its employees, associates or subconsultants, pursuant to this Agreement infringe a U.S. patent or copyright directly, indirectly. Architect will pay resulting costs, damages and reasonable attorney's fees finally awarded, but only to the extent caused by its negligence, and provided that:

- (1) City promptly notifies Architect in writing of the claim; and
- (2) Architect has control of settlement negotiations.

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

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

10.05 Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Architect, Architect shall require each subconsultant performing work under this Agreement to maintain during the term of the Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Section 10.04 above, including the required provisions and additional policy conditions as shown below in Section 10.06, unless specifically waived by the City Manager.

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

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

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

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

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

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

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

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

11.01 Compliance with Laws. Architect, its consultants, agents, employees and subcontractors shall comply with all applicable Federal and State Laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by all local, State and National boards, bureaus and agencies in effect at the time of this Agreement. Architect shall further obtain all permits and licenses required in the performance of the professional services contracted for herein.

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

ARTICLE XII **TERM**

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

12.02 Project Performance Schedule. Architect understands that the Project Performance Schedule is of critical importance, and agrees to undertake all necessary efforts to expedite the performance of

services required herein, so that construction of the Project will be commenced as scheduled. In this regard, Architect shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all services required under this Agreement in the highest professional manner.

ARTICLE XIII
FINANCIAL INTEREST PROHIBITED, CONFIDENTIALITY

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

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

ARTICLE XIV
GENERAL PROVISIONS

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

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

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

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

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

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

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

and to:

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

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

Architexas, Inc.
2900 South Congress Avenue
Suite 200
Austin, Texas 78704

IN WITNESS WHEREOF, the City of Round Rock has caused this Contract to be signed in its corporate name by its Mayor, duly authorized to execute the same in its behalf by Resolution No. _____ approved by the City Council on July 13, 2017, and Architexas Inc. signing by and through its duly authorized representative, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions of this Contract.

CITY OF ROUND ROCK, TEXAS

ARCHITEXAS, INC.

By: _____
Craig Morgan, Mayor

By:  _____

Date: _____

Date: July 5, 2017

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

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

EXHIBIT A CITY OF ROUND ROCK STAGECOACH INN RELOCATION

The City of Round Rock (CoRR) commissioned a Round Rock Stagecoach Inn Relocation Feasibility Study that was completed by ARCHITEXAS in December of 2016. Relocation of the historic portion of the Stagecoach Inn to the "Park" site was proposed to be accomplished in four phases. The first three phases of that Feasibility Study is the basis for this proposal and scope. The estimated cost of Phases 1-3 of the Stagecoach Inn relocation is \$505,327.

Assumptions:

1. CoRR will make available any relevant reports, tests, surveys or documents related to the "Park" site and the Architect will be able to rely upon the accuracy of the material.
2. CoRR will provide any required Environmental Assessment or Cultural Resource Investigation of the "Park" site. CoRR does not anticipate there will be a required Assessment or Investigation.
3. Due to the limited time frame and scope of this project: The Architect will submit only 50% and 95% review sets of Construction Documents for CoRR review.
4. All utilities required for the project are available at the "Park" site and no design will be provided for any and all offsite utility infrastructure, roads, streets, drives, drainage and amenities. These are specifically excluded from this proposal.
5. Bidding Phase services will be limited to preparing bid documents, leading a Pre-bid meeting, responding to RFIs and preparing Addendums as needed.
6. The General Contractor selected to construct the improvements will be responsible for obtaining a Building Permit and for bringing plans through the permit process.
7. The "Park" site is considered to be the footprint of the relocated historic Stagecoach Inn and 20'-0" out in all directions.

SCOPE OF SERVICES

ARCHITEXAS proposes the following Scope of Services:

1. PRE-DESIGN SERVICES/DESIGN SERVICES

1.1 Kickoff and Orientation Meeting

The Consultant will conduct an orientation/kick-off meeting for all of the key stakeholders to explain the process and how each entity can participate most effectively. The objects of this meeting are to:

- Identify Key decision makers and lines of Authority
- Confirm the calendar for the project identifying milestones, key dates and requirements for attending public meetings
- Confirm the Project Program
- Confirm the Project Schedule
- Confirm the Project Budget

1.2 Tour Site and Obtain Reports, Documents and Data Pertaining to Round Rock Stagecoach Inn (RRSI)

The Consultant will tour existing and new RRSI site to become familiar with sites and to gain understanding of issues to be addressed in the relocation.

The Consultant will obtain the following Documents, Reports and Data related to the RRSI project:

- Topographic and Boundary Survey of the proposed project site
- Geotechnical / Subsurface Engineering Report with Recommendations
- Permits for Water Quality, Environmental Assessment and Cultural Resources indicating the site is approved for the proposed future development

1.3 Schematic / Design Development Combined (50% Submittal) 7 Weeks

A. Schematic Design Drawings

The Consultant will prepare drawings to illustrate the design concepts required for the relocation of the RRSI from its existing site to its new site, including foundation plans and electrical plans.

B. Estimate of Probable Cost

The Consultant will prepare an estimate of probable cost based on the Schematic/ Design Development drawings. The estimate will be delivered to the CoRR Project Manager two (2) weeks after the completion of the 50% Schematic/Design Development submittal.

1.4 Contract Documents (95% Submittal) 6 Weeks)

A. Based upon approved 50% drawings of Schematic/Design Development and incorporating any changes from CoRR Project Manager, the Consultant will prepare complete Contract Documents. The intent of the Contract Documents is to include necessary items for a Design/Bid/Build project delivery method.

B. Estimate of Probable Cost

The Consultant will prepare a cost estimate based on the completed 95% Construction Documents. The estimate will be delivered to the CoRR Project Manager two (2) weeks after completion of the 95% Construction Document submittal.

Deliverables:

- *95% Contract Construction Documents*
- *95% Technical Specifications*
- *Division 1 Technical Specifications (prepared by Consultant and CoRR Project Manager)*
- *Division 2 – 16 Technical Specifications*
- *Estimate of Probable Construction Cost*

1.5 Invitation for Bid Documents (100% Submittal) 2 Weeks

- A. Based upon 95% Construction Documents which have been reviewed and accepted by the CoRR and the incorporation of any changes or adjustments directed by the CoRR Project Manager, the Consultant will prepare Invitation for Bid (IFB) Documents in compliance with CoRR standards and subject to CoRR approval. The intent of the IFB Documents is to include all items and final changes necessary for the proper execution and completion of the construction work based on a Design/Bid/Build project delivery method.

1.6 Bid Document Distribution

- A. The Consultant will be responsible for printing the Bid Documents or distributing them to bidders and proposers and CoRR designated plan rooms in accordance with instructions and approval from the CoRR Project Manager. Cost for printing documents will be the responsibility of the bidders and proposers.

2. BID AND PROPOSAL EVALUATION – Five (5) Weeks

2.1 Interpretation of Bid Documents

- A. During the bid period, bidders may request, in writing, clarification or interpretation of any apparent inconsistencies between different provisions of the contract documents or any other point in the bid documents. The Consultant will issue all interpretations as addenda in a timely manner in consultation with CoRR and will distribute such addenda to prospective bidders or proposers, plan holders and code agencies in accordance with instructions and approval from the CoRR Project Manager.

2.2 Pre-Bid / Proposal Meeting and Site Visits

- A. The Consultant will be represented at pre-bid, pre-proposal meetings and site visits to respond to inquiries and requests for interpretations by prospective bidders and proposers unless directed otherwise by CoRR. The Consultant will also prepare written responses to questions and will forward these responses to CoRR for review and acceptance. Answers to questions that do not change the Contractor's scope of work will not be issued as addenda.

2.3 Bid Opening

- A. If requested by CoRR, the Consultant will be present at Bid opening, otherwise, the CoRR will transmit to Consultant one digital copy of each proposal for Consultant review of Bids and recommendation of the Apparent Low Bidder. The Consultant will not duplicate in any form the Bid documents, and will return the Bid documents to CoRR on completion of the Consultant review.

2.4 Bid and Proposal Evaluation

- A. The Consultant will assist CoRR in reviewing, checking, and evaluating bids and proposals, preparing bid tabulations and making written recommendations to the

CoRR Project Manager for the award of contract during the five (5) calendar days following a bid or proposal opening.

2.5 Conformed Documents (Incorporation of Addenda)

- A. As directed and approved by the CoRR Project Manager, the Consultant will incorporate all Addenda in the Contract Documents. Only changes made in formally issued addenda may be incorporated into the documents.

2.6 Pre-Construction Meeting

- A. Consultant will attend a Pre-Construction Meeting before mobilization at the site.

3. CONSTRUCTION SUPPORT SERVICES – Six to Eight (6-8) Months (or as needed to complete the Project)

The Consultant will provide Construction Support Services in support of CoRR Project Manager. The Construction Phase begins with the Issue of Notice to Proceed (NTP) to the Contractor. The Consultant will provide the following services during Construction Administration:

- Attend construction meetings every other week or as needed
- Chair the Construction Progress Meetings, prepare and distribute meeting agenda, minutes and updates to schedule and budget
- Visit project site at appropriate intervals; complete observation reports
- Review and process submittals; adhere to standard procedures established by the CoRR Project Manager regarding stamping and filing submittals.
- Interpret contract documents
- Review and evaluate contract documents
- A&E will prepare and submit to GC a calendar, outlining milestone dates for Key Submittals; GC will comment on schedule and A&E shall revise and A&E, CoRR, and GC shall formally accept calendar during negotiation with GC
- A&E will receive, review and respond to all GC RFIs and Submittals and will report the status to CoRR
- A&E will prepare and negotiate Change Requests / Change Orders for authorization by CoRR Project Manager
- Assist CoRR Project Manager in final acceptance review

3.1 Construction Meetings

- A. The Consultant will attend and conduct the pre-construction conference for general review with the Contractor of all the Contract requirements. The meeting Agenda and Schedule will be set by the A&E with input from the CoRR Project Manager.

3.2 Bi-Weekly Meetings

- A. The Consultant will attend bi-weekly construction meetings and such other construction meetings, which the CoRR Project Manager notifies the Consultant is needed to maintain construction schedules and quality.

3.3 Review of Submittals

- A. Based on the list of required submittals and approved submittal schedule as required by the Contract Documents, the Consultant will review and accept Contractor submittals for conformance with the design concept of the project and the Contract Documents. Returned submittals will include the Consultant's comments and any corrections or revisions, which are required to obtain its acceptance. Submittals shall be processed within fourteen (14) days or as quickly as feasible.

3.4 Requests for Information (RFI)

- A. The Contractor will submit any Requests for Information (RFI) or clarification of drawings and specifications to the A&E for review, response and approval. The Consultant will communicate status to CoRR. RFIs shall be responded to within three (3) days of receipt or as quickly as feasible.

3.5 Changes in the Work

- A. The Consultant, when requested by the CoRR Project Manager, will assist the CoRR Project Manager in a timely manner to review, evaluate, prepare and process all Construction contract changes (Change Notices, Change Directives and Change Orders). When directed by the CoRR Project Manager, the Consultant will prepare a Change Request including but not limited to the following:
 - Cost Estimate consistent with Standard Cost Estimate format
 - Evaluation of Schedule impact stated in days of duration and specifying Contractor activities impacted
 - Document Preparation. The Consultant will prepare specifications and construction drawings to depict the change proposed. Prepare appropriate revisions to the contract drawings and specifications for the project required by the change and provide the number of copies of these documents as required in the Consultant's "Issue for Construction" submittal requirements

3.6 Contractor Substitutions

- A. The Consultant will in a timely manner review, evaluate and make recommendations on all contractor requests for the use of "or equals" and substitutions. If the Consultant does not recommend acceptance of a substitution or an "or equal", it will provide specific and detailed reasons for its denial in writing.

3.7 Construction Observation

A. Site Visits

The Consultant will conduct the site visits with the CoRR Project Manager or its designated representative and, prior to leaving the site, will verbally discuss with the CoRR Project Manager or his authorized representative any observed defects, deficiencies and other problems and possible solutions to those problems. Consultant will not be required to make exhaustive or continuous site visits to check quality or progress of the work and will follow-up with a written report.

During the visits to the site, the Consultant will review the GC's Field Set Documents to ensure the GC and subcontractors are providing notations in red ink or by overlay detail, describing any variation between the "as drawn" and "as constructed" conditions, and observe work to monitor compliance with Contract Documents.

B. Observation Reports

If Consultant is called upon to observe the work of the Contractor(s) for the detection of defects or deficiencies in such work, Consultant will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. Consultant shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. If Consultant is called upon to review submittals from construction contractors, Consultant shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Consultants' action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Consultants' professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities. Consultant shall not assume any responsibility or liability for performance of the construction services or for the safety of persons and property during construction or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. Consultant shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s).

C. Punch Lists

Upon receipt of Notice of Substantial Completion from the GC, the Consultant will arrange to visually review the facility for purposes of preparing a Punch List, outlining items to be corrected, touched up, replaced or finished before the project is ready for occupancy. The Consultant will lead a final walk-through of the facility to verify that the contractor has completed the work identified on the punch list in an acceptable manner and that the facility is ready to be turned over to the CoRR.

3.8 Project Close-Out

- A. The Consultant will participate with the CoRR Project Manager in the preparation of any final inspection certificates and documents required to close out affected contracts and to facilitate final payment by the CoRR Project Manager.

3.9 Warranties

- A. Review and determine the acceptability of any written warranties and guaranties required by the Contract Documents for the project, which the contractor submits

to the CoRR Project Manager prior to the CoRR Project Manager acceptance of final payment

Construction Phase Services – Clarification. If the Consultant is called upon to observe the work of construction contractor(s) for the detection of defects or deficiencies in such work, the Consultant will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. The Consultant shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. The Consultant shall have no influence over construction means, methods, techniques, sequences or procedures. No fault or negligence shall be attributed to the Consultant based upon the acts or omissions of any construction contractors. Construction safety shall remain the sole responsibility of the construction contractor(s).

Construction Support Deliverables:

- *Construction Observation Reports*
- *Meeting Minutes*
- *Punch Lists*
- *Submittal Reviews*
- *RFI Responses*
- *Final Inspection and Certifications*

4. AS-BUILT DOCUMENTS

As part of the Project Close-out and after the Certificate of Occupancy has been issued, the General Contractor shall compile all superintendent and subcontractor redlines to the Field Set of Construction Documents and edit the electronic files to reflect the redlines, and transmit the "As-Built" documents, un-stamped to the A&E for review and comment as needed. The consultant will meet with representatives of the CoRR to review and comment on the content and intent of the Contractor's "As-Built Documents". The consultant will not be responsible for making changes to the IFC drawings. This is a coordinated effort between GC and A&E with A&E overseeing the process. When finalized, the documents will be issued to the CoRR in BIM (or CAD is acceptable to the CoRR Project Manager) and PDF format. The A&E will also ensure the GC completes the Close-out documentation as required by CoRR.

5. HISTORIC PRESERVATION SPECIALTY CONSULTATION (TBD)

This proposal includes up to 100 hours of additional consultation related to the unique nature and requirements of this historic preservation project. This time will be directed at the CoRR's request but could include public meetings, interactions with local non-profit historic preservation organizations, interaction with City staff performing project work or other consultations. These hours shall be used at the sole request of CoRR and CoRR shall only be charged for the number of hours requested.

EXHIBIT B COMPENSATION and HOURLY RATE SCHEDULE

PROFESSIONAL SERVICES

In consideration for the professional services to be performed by the Architect, the City of Round Rock agrees to pay the Architect a total sum of **NINETY EIGHT THOUSAND THREE HUNDRED DOLLARS (\$98,300)**. The said sum is a fixed not-to-exceed amount, and shall be paid as delineated as follows and includes amounts paid for Architects, Engineers and Planners.

BASIC SCOPE

Pre-Design/Schematic Design	\$ 11,370
Design Development	\$ 15,160
Construction Documents	\$ 26,530
Bidding	\$ 3,790
<u>Construction Phase Services</u>	<u>\$ 18,950</u>

FEE BASIC A&E SCOPE with Record Drawings \$ 75,800

SPECIALTY HISTORIC

PRESERVATION SERVICES (as needed) \$ 22,500

REIMBURSABLE EXPENSES

Payment for reimbursable expenses, including administrative charges and out-of-pocket expense, shall not exceed **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500)** and are included in the not-to-exceed total fee recited herein.

HISTORIC PRESERVATION SPECIALTY CONSULTATION

Based upon CoRR request, Consultant has included up to 100 hours of additional consultation related to the unique nature of this historic preservation project. This time may be utilized at the discretion of the CoRR to meet with city workers for self-performance activities, attend public meetings, presentations, etc.

ADDITIONAL SERVICES

Additional Services are defined as any service not listed as a basic service including revisions to previously approved plans that necessitate additional work for the Architect, substantive changes in the Project Scope, or additional work necessitated by unknown or reasonably unforeseen circumstances. The parties expressly agree that such additional services would be performed under a supplemental agreement negotiated at a time subsequent to this proposal. Compensation for approved Additional Services shall be computed based on the following Schedule of Hourly Rates:

Senior Principal	\$ 200.00/hr
Principal	\$ 165.00/hr
Architect/Designer/Project Manager	\$ 120.00/hr
Architectural Intern/CAD Technician	\$ 85.00/hr
Historic Preservation Specialist	\$ 85.00/hr
Administrative/Clerical	\$ 65.00/hr

EXHIBIT C PROJECT SCHEDULE

Pre-Design Services	2 Weeks
Schematic/Design Development	7 Weeks
Cost Estimate (SD, DD)	2 Weeks
Contract Documents	6 Weeks
Cost Estimate (CD)	2 Weeks
Invitation for Bid	2 Weeks
Bid and Proposal Evaluation	5 Weeks
Construction Support	6-8 Months (or as needed)
As-Built Documents	3 Weeks

Note: Schedule is an estimate of time required for the various phases of project delivery. Adequate Owner supplied documentation and Owner review times may impact the overall schedule.

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:
2017-231961

Date Filed:
07/05/2017

Date Acknowledged:

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

Architexas
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.

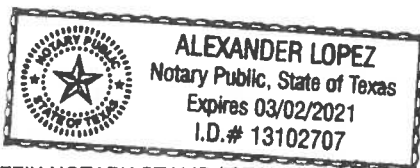
000000
Architectural Design Services for relocation of the Stagecoach Inn

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Irsik, Larry	Austin, TX United States	X	
	Graves, Stanley	Austin, TX United States	X	
	Melde, Craig	Dallas, TX United States	X	

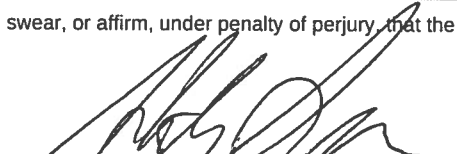
5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

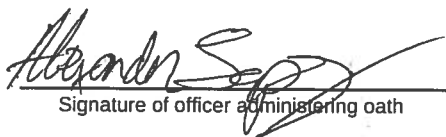
I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

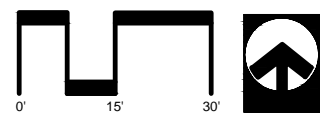
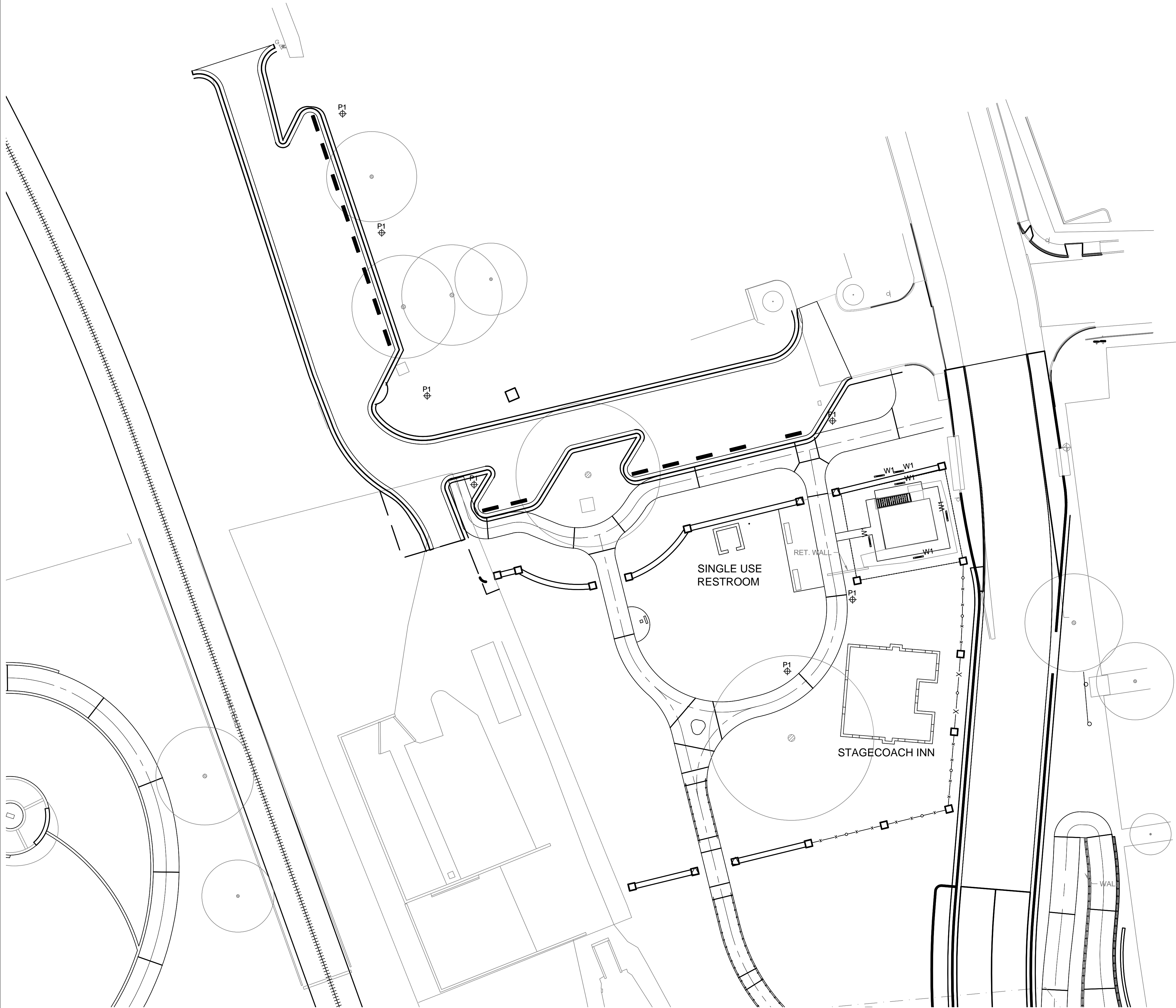

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Stanley Graves, this the 5th day of July, 2017, to certify which, witness my hand and seal of office.

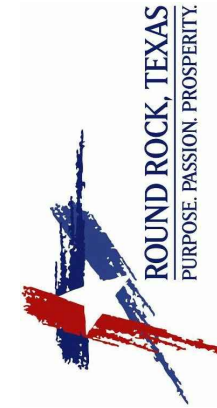

Signature of officer administering oath

Alexander Lopez
Printed name of officer administering oath

Notary Public
Austin, TX
1:14pm
Title of officer administering oath



HERITAGE TRAIL-WEST
CITY OF ROUND ROCK
ROUND ROCK, TX

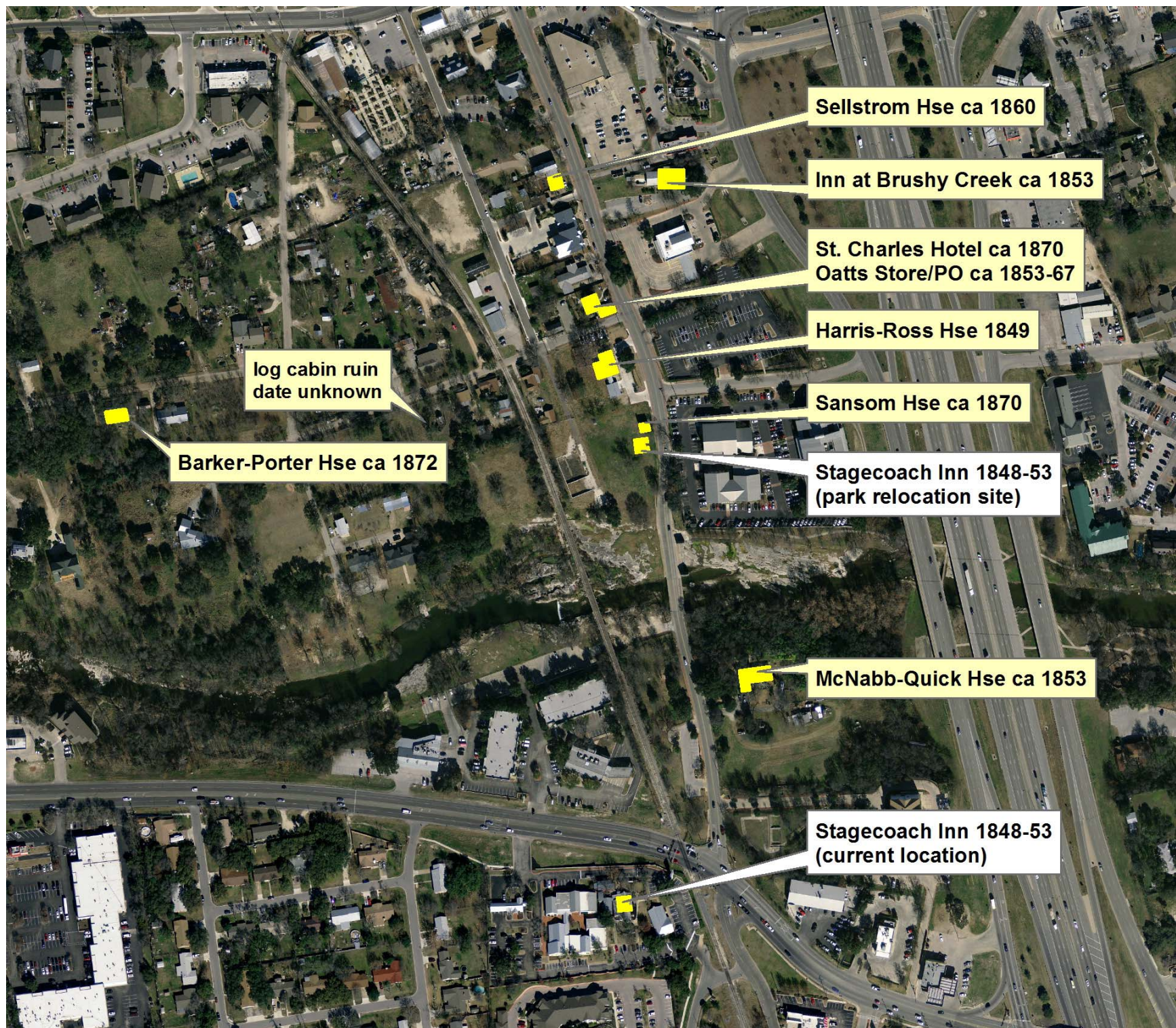


HALFF
9050 AMBERGLEN BLVD., BLDG. F, SUITE 125
AUSTIN, TX 78749-1102
TEL (512) 777-9623
FAX (512) 252-8141

Revision No.	Date	Description

PROGRESS ONLY
THESE DOCUMENTS ARE RELEASABLE FOR THE
PURPOSE OF INTERIM REVIEW ONLY FOR THE
AUTHORITY OF THE AS APRIL 2009.
NOT TO BE USED FOR REGULAR
APPROVAL, PERMITTING OR CONSTRUCTION.

Project No.:	31131
Issued:	03-17-2017
Drawn By:	BH, KH, WC, BM
Checked By:	BH
Scale:	
Sheet Title	SITE PLAN
Sheet Number	



Sellstrom Hse ca 1860

Inn at Brushy Creek ca 1853

St. Charles Hotel ca 1870
Oatts Store/PO ca 1853-67

Harris-Ross Hse 1849

Sansom Hse ca 1870

Stagecoach Inn 1848-53
(park relocation site)

McNabb-Quick Hse ca 1853

Stagecoach Inn 1848-53
(current location)

log cabin ruin
date unknown

Barker-Porter Hse ca 1872



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider a presentation regarding, and a resolution approving the Capital Improvement Plan Progress Semi-Annual Report from the Capital Improvements Advisory Committee.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/13/2017

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2017-4513

The Local Government Code Section 395.058 requires the Capital Improvements Advisory Committee to report to the political subdivision (City Council) the progress of the capital improvements plan and any perceived inequities in implementing the plan or imposing the impact fee. The local government code also requires the Advisory Committee to advise the City Council of the need to update the land use assumptions, capital improvements plan, and impact fees. These items were last updated in November 2015 and went into effect in March 2016.

The Committee met on May 17, 2017 to review the Semi-annual Capital Improvements Plan Progress Report. Although the projected population growth in Round Rock is proceeding at a slightly slower rate than what was anticipated in the impact fee report, this has not caused a significant concern since the number of connections to the water and wastewater systems are occurring at the projected rate anticipated by the City.

As a result of the potential volatility in growth rates and infrastructure requirements, the City recommends the impact fees be reviewed every three years so that the fees are set according to the growth patterns and needs of the water and wastewater utility systems. The next Capital Improvements Plan Progress Report will include the results of the new Impact Fee analysis and will be presented to the CIAC and City Council in approximately six months.

RESOLUTION NO. R-2017-4513

WHEREAS, Section 395.058 of the Texas Local Government Code (“the Act”) requires the Capital Improvement Advisory Committee (“CIAC”) to report to the City Council the progress of the capital improvements plan and any perceived inequities in implementing the plan or imposing the impact fee; and

WHEREAS, the CIAC is also required to advise the Council of the need to update the land use assumptions, capital improvements plan and impact fees; and

WHEREAS, the CIAC has submitted a Capital Improvement Plan Progress Semi-Annual Report; and

WHEREAS, the City Council has reviewed the attached Capital Improvement Plan Progress Semi-Annual Report and has determined same to be in compliance with the Act, Now Therefore

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

That the Capital Improvement Plan Progress Semi-Annual Report, attached hereto as Exhibit “A” and incorporated herein, is hereby approved.

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

RESOLVED this 13th day of July, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock Utilities & Environmental Services Department

**Capital Improvements
Plan Progress
Semi-Annual Report
May 2017**

SUMMARY

The Local Government Code Section 395.058 requires the Capital Improvement Advisory Committee (CIAC) to report to the political subdivision the progress of the capital improvements plan and any perceived inequities in implementing the plan or imposing the impact fee. Included herein is the semi-annual report for the reporting period of October 1, 2016 to April 1, 2017. This report includes an updated assessment of the actual growth rate in comparison to the projections and assumptions made in the report; projects completed or initiated during the period; and impact fees collected during the period. These comparisons are used as indicators of the need to update the land use assumptions, capital improvements plan or impact fees.

The local government code also requires the Capital Improvement Advisory Committee to advise the City Council of the need to update the land use assumptions, capital improvements plan and impact fees. These items were last updated by the City in November 2015.

Figure 1 represents Ground and Surface water use, along with the number of active water services over the past two years. Although the City continues to grow, the total water production has remained fairly level over the past two years. Part of this reason could be because water usage is dependent on weather patterns; however, the City's conservation and reuse water programs are also affecting the amount of potable water usage by the City. New water services continue to increase, but at a slower pace compared to the early 2000's.

Figure 1

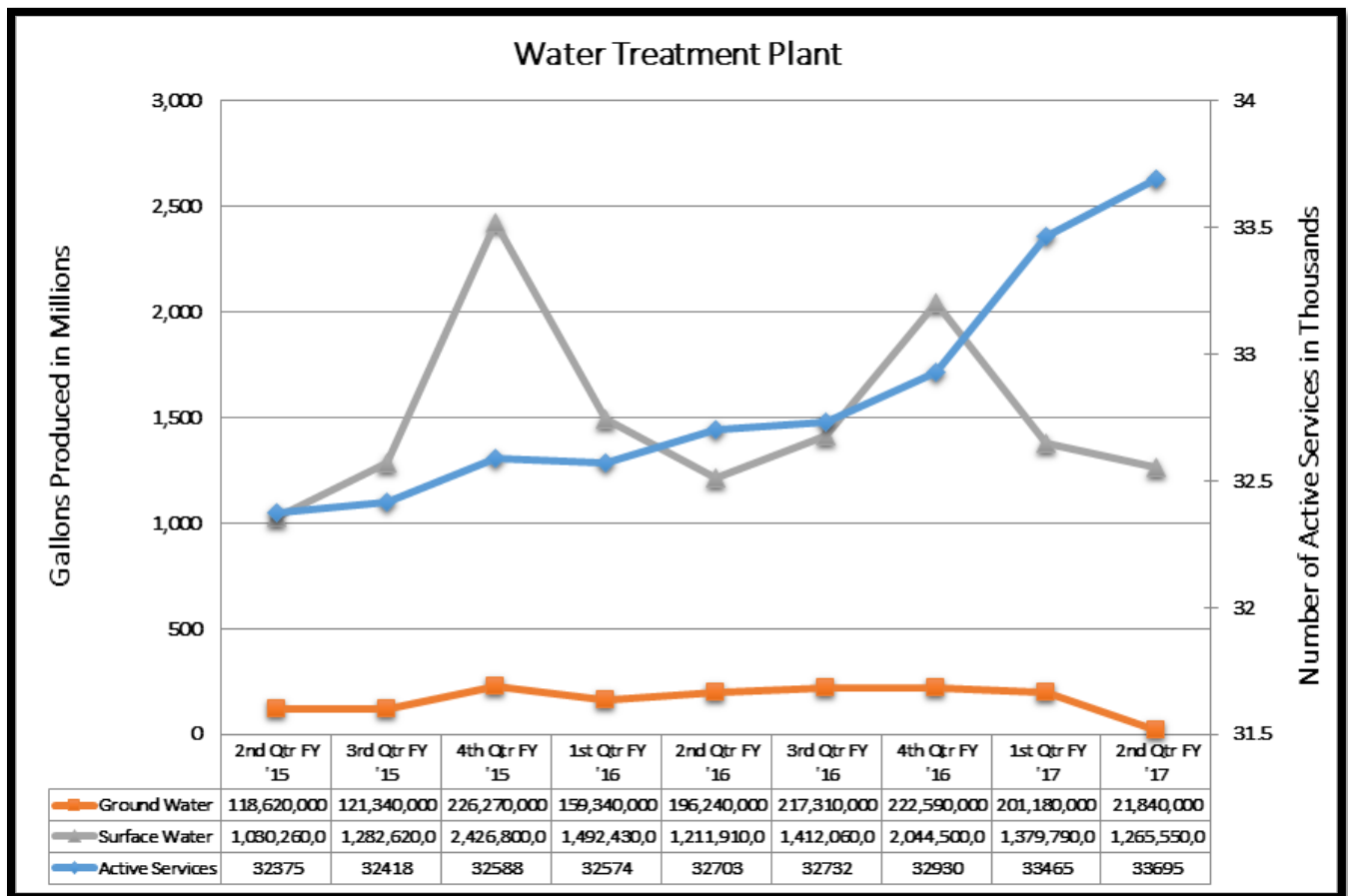


Figure 2 reflects the monthly potable water production over the past seven years. As can be expected, the average daily demand increases during the summer months; however, total water production is dependent on weather conditions, which effects discretionary water usage.

Figure 2

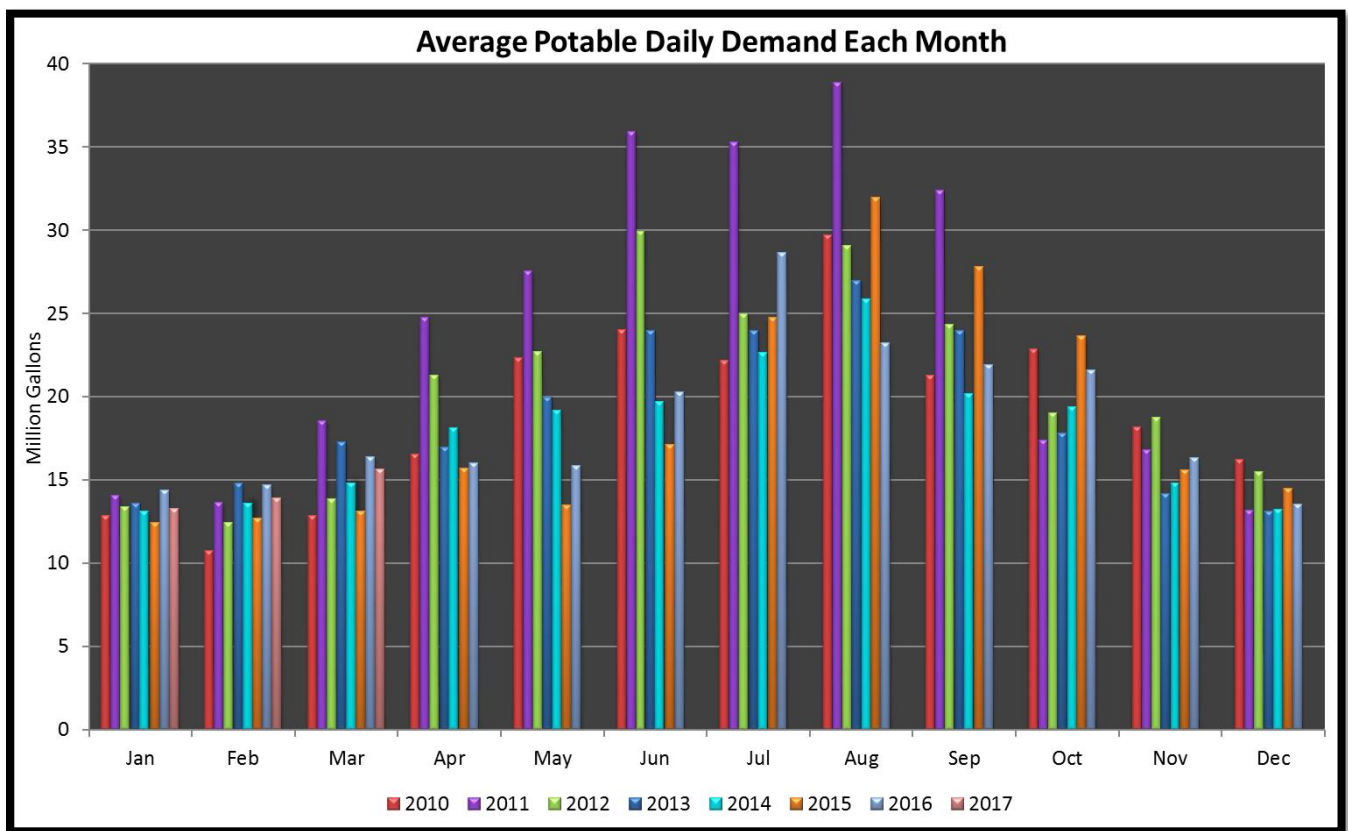


Figure 3 reflects the monthly potable treated water production and the Type I Reuse treated water production. The City's reuse water system began production in October 2012 with three customers: Old Settlers Park, Dell Diamond, and Forest Creek Golf Course. Since that time, the City has expanded the system to include Forest Creek HOA, Legends Village Subdivision, Austin Community College, Texas A&M Health Science Center, the Forest Grove and Vizcaya Subdivisions. The City continues to promote the reuse water system in the Northeast part of Round Rock and as depicted in Figure 3, the demand continues to grow.

Figure 3

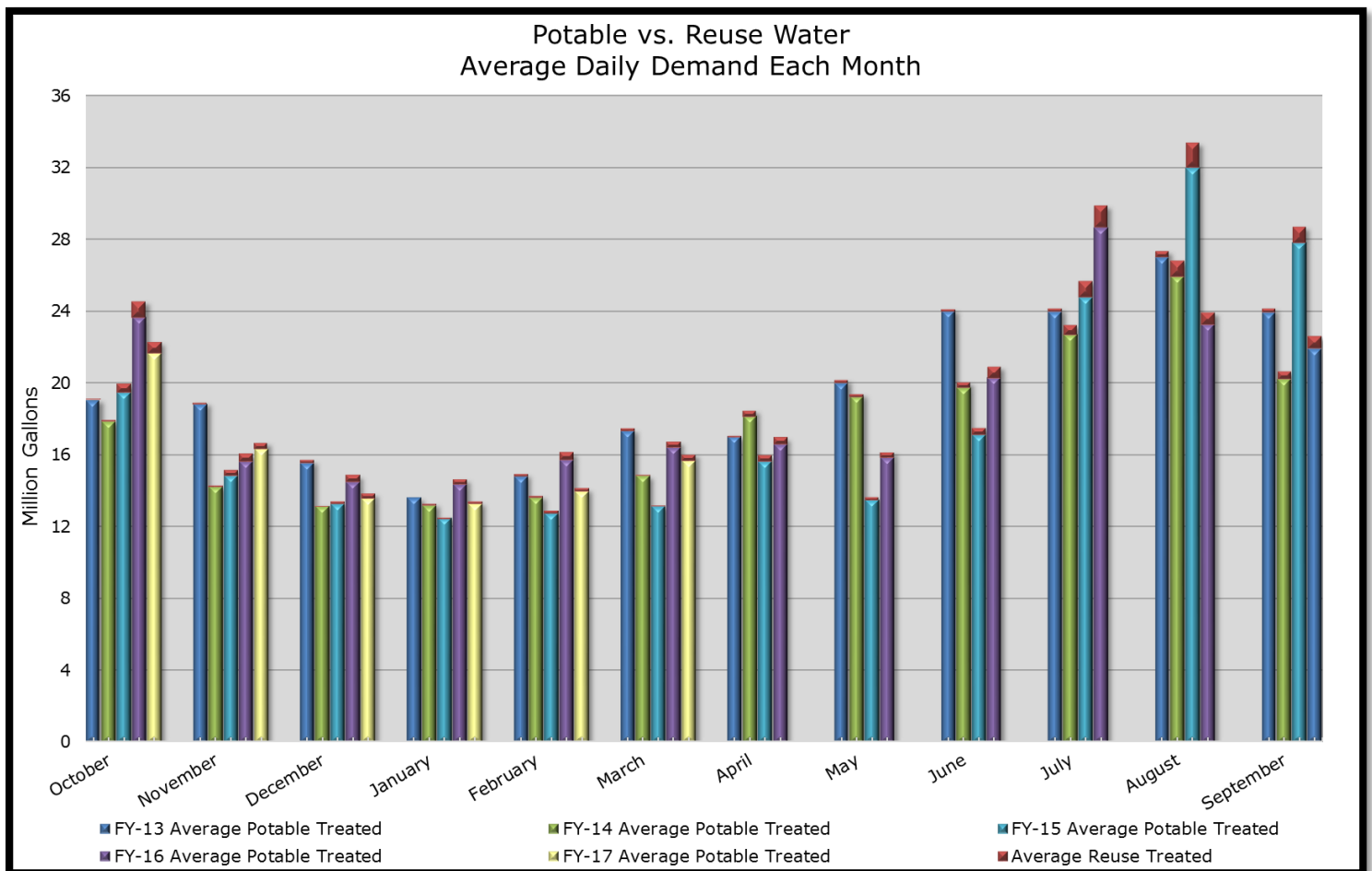


Figure 4 shows the number of single-family building permits issued annually. The number of new housing starts per year in the City of Round Rock has ranged from 222 to 480 over the past eight years. Single-family permits have remained steady over the past year due to new subdivisions available within the City. Of the 419 permits issued in FY-16, 310 were for single-family residences and 109 were for townhomes. With the release of four new subdivisions, single-family permitting has remained steady for the first half of FY-17. Several Municipal Utility Districts (MUDs) that are located in Round Rock's extra-territorial jurisdiction (ETJ) continue to experience a steady number of single-family housing starts over this same time period as well.

Figure 4

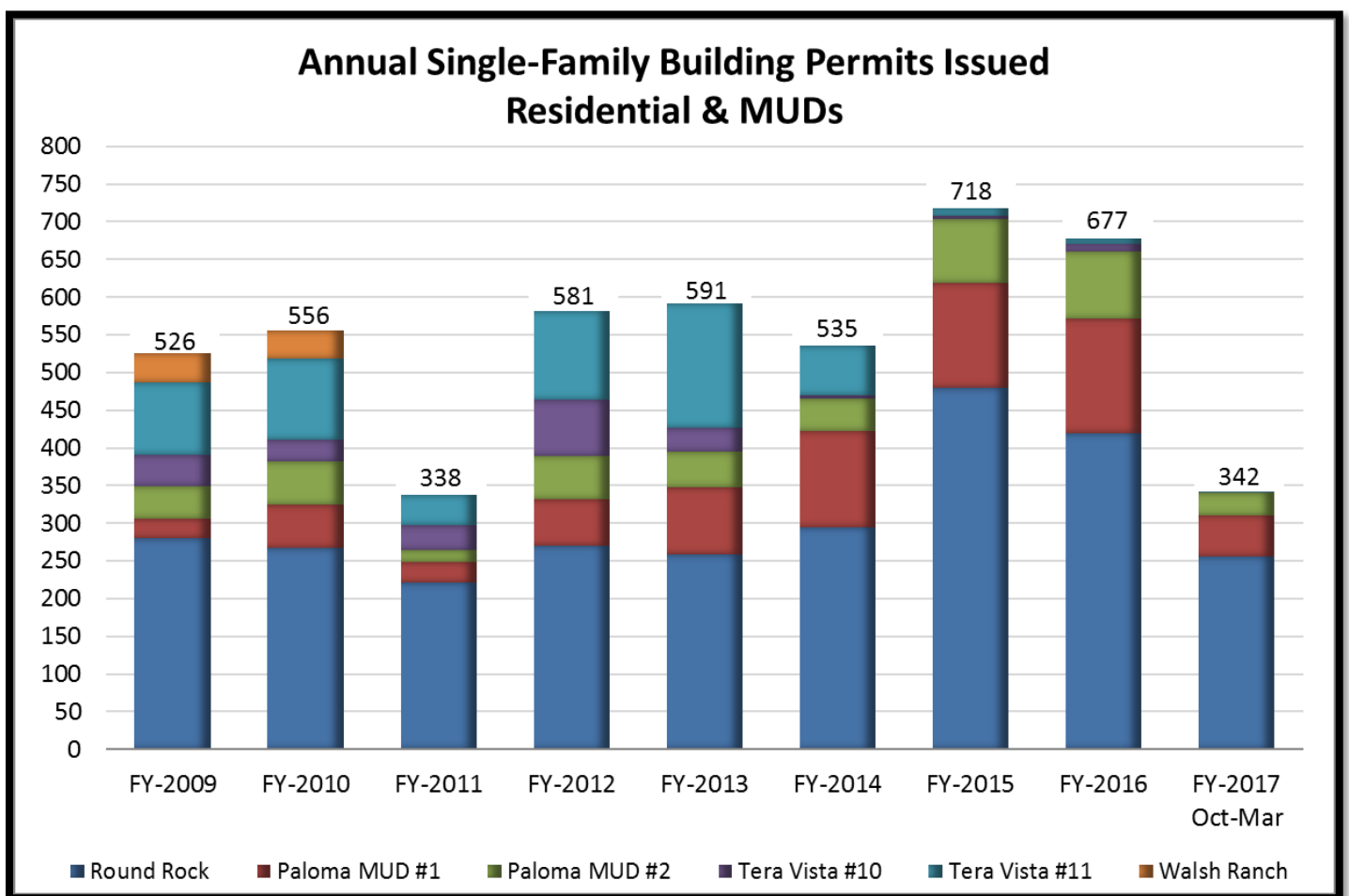


Table 1 represents the number of multi-family building permits issued annually. During FY-07, a large number of new apartment complexes were constructed within the City. This is reflected in the amount of impact fees collected during that year. The following years did not see this amount of multi-family construction; however, the population continued to grow despite the fewer permits issued. In FY-14, there was an increase in the number of multi-family projects under construction; however, these projects were permitted in FY-13, as shown in the table below. For FY-15 and FY-16, there were several multi-family complexes that were either under construction or in permit review. Currently, there are four projects under construction with another two in for a permit. There are also three senior living/assisted living projects and two Alzheimer units under construction.

Table 1

Fiscal Year	Units Permitted
FY 2005	538
FY 2006	56
FY 2007	2147
FY 2008	224
FY 2009	274
FY 2010	130
FY 2011	0
FY 2012	280
FY 2013	884 (124 LUEs)
FY 2014	334 (63.5 LUEs)
FY 2015	792 (302 LUEs)
FY 2016	608 (157 LUEs)
FY 2017 (Oct – Mar)	330 (170 LUEs)

Note: The number of LUEs that were determined for these developments are shown in parenthesis.

Table 2 reflects the number of new commercial building permits issued annually. Over the past several years the number of permits has been steady, ranging from 20 to 30 permits annually. However, from FY-13 thru FY-16, there was a significant increase in new commercial building permits, specifically for restaurants, hospitals, medical clinics, banks, convenient stores, and office buildings.

Table 2

Fiscal Year	Commercial Building Permits
FY 2009	30
FY 2010	29
FY 2011	27
FY 2012	20 (100 LUEs)
FY 2013	37 (185 LUEs)
FY 2014	33 (165 LUEs)
FY 2015	47 (202 LUEs)
FY 2016	63 (442.5 LUEs)
FY 2017 (Oct – Mar)	10 (31 LUEs)

Note: The number of LUEs for these developments is shown in parenthesis.

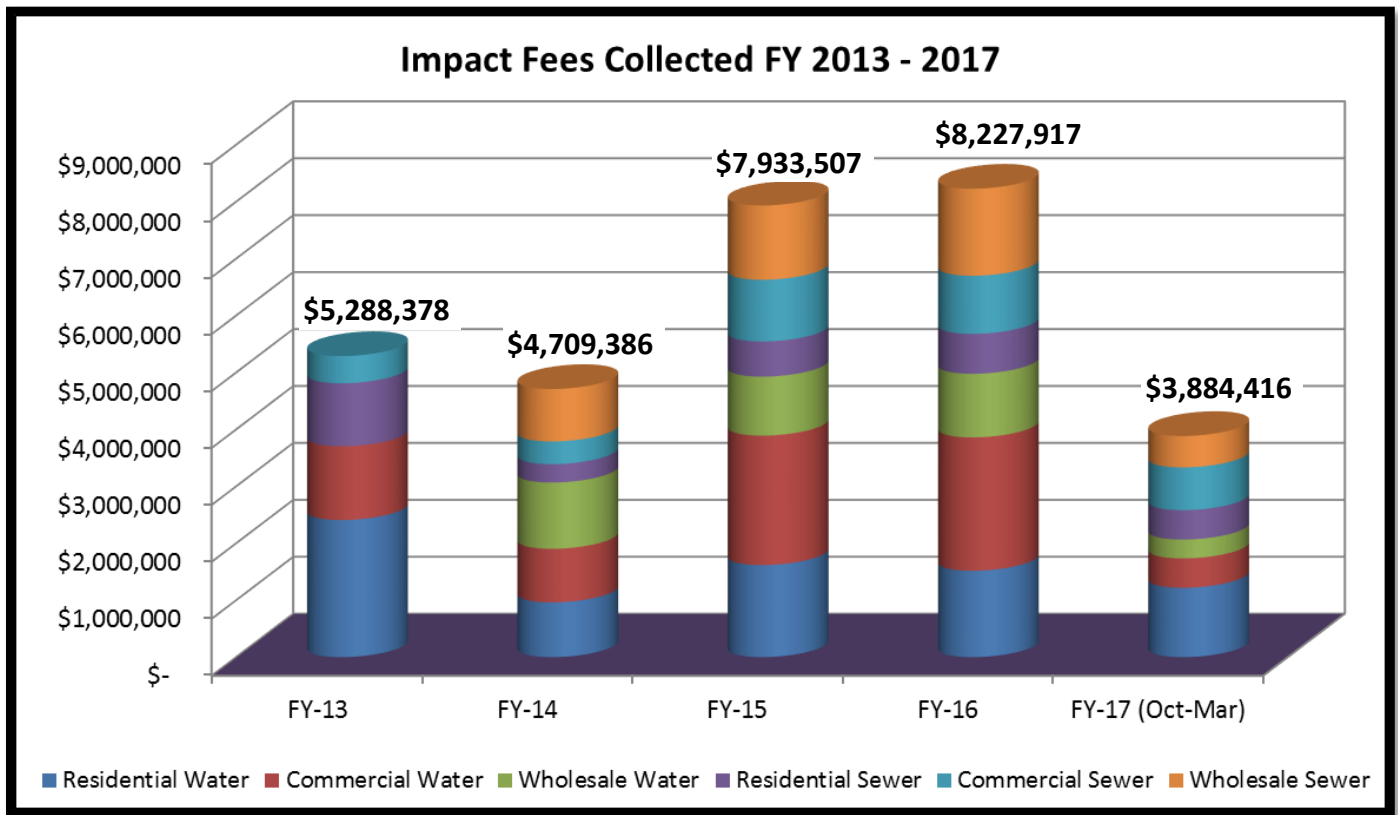
Commercial growth continues to be heavy in the City in FY-17 as well. Several new office buildings are under construction and in for permits. These facilities include medical offices, convenient stores, storage facilities, retail strip centers, hotels, Austin Community College expansion, and Round Rock Independent School District additions.

Table 3 and Figure 5 summarize the impact fees collected from FY-13 thru the first six months of FY-17 for residential and commercial building permits. There was a significant increase in the amount of impact fees collected in FY-15 and FY-16, due to the construction that occurred in single-family residential, multi-family residential and commercial developments.

Table 3

Impact Fees	FY-13	FY-14	FY-15	FY-16	FY-17 (Oct – Mar)
Residential Water	\$ 2,407,646	\$ 961,767	\$ 1,616,580	\$ 1,516,823	\$ 1,218,585
Commercial Water	\$ 1,296,258	\$ 941,463	\$ 2,273,857	\$ 2,342,270	\$ 514,994
Wholesale Water	N/A	\$ 1,163,887	\$ 1,035,951	\$ 1,117,590	\$ 331,287
Residential Sewer	\$ 1,106,716	\$ 322,936	\$ 618,240	\$ 701,551	\$ 516,973
Commercial Sewer	\$ 477,758	\$ 398,361	\$ 1,084,193	\$ 1,020,587	\$ 751,039
Wholesale Sewer	N/A	\$ 920,972	\$ 1,304,686	\$ 1,529,096	\$ 551,538
Total Collected	\$ 5,288,378	\$ 4,709,386	\$ 7,933,507	\$ 8,227,917	\$ 3,884,416

Figure 5



In 2015, the latest version of the water model assumed that 1,524 LUEs per year would be added to the water system. For an impact fee of \$4,025 per LUE, this would indicate that the City should have collected approximately \$6.13 million per year in water impact fees if the City would be growing as projected.

The wastewater model assumed that 1,089 LUEs would be added to the wastewater system per year. For an impact fee of \$2,099 per LUE, this would indicate that the City should have collected approximately \$2.29 million per year in wastewater impact fees if the City would be growing as projected.

Comparing these assumptions to the actual impact fees collected indicates that new connections to our water and wastewater systems are occurring as projected.

Table 4 provides population projections for Round Rock and Round Rock's ETJ over the coming years. These projections, anticipating a steady growth rate, indicate that in order to keep up with growth, capital improvements to the City's water and wastewater utility systems would be necessary. However, 2012-2016 estimates, shown in parenthesis, indicate the City's population growth rate is slightly slower than projected.

Table 4

Year	Inside City		City's ETJ	
	Projections	Growth Rate	Projections	Growth Rate
2010 (Census)	99,887	-	141,807	-
2011	100,659	0.8%	143,960	1.5%
2012	102,349 / (101,702)	1.7% (1.0%)	147,027	2.1%
2013	104,805 / (102,349)	2.4% (0.6%)	151,133	2.8%
2014	107,635 / (103,494)	2.7% (1.1%)	155,613	3.0%
2015	110,757 / (105,405)	2.9% (1.9%)	160,385	3.1%
2016	113,968 / (107,158)	2.9% (1.7%)	165,024	2.9%
2017	117,160 / (108,353)	2.8% (1.1%)	169,213	2.5%
2018	120,440	2.8%	173,490	2.5%
2019	123,812	2.8%	177,859	2.5%
2020	127,279	2.8%	182,323	2.5%
2021	130,461	2.5%	186,062	2.1%
2022	133,723	2.5%	189,881	2.1%
2023	137,066	2.5%	193,508	1.9%
2024	140,492	2.5%	197,218	1.9%
2025	143,302	2.0%	200,312	1.6%
2026	146,168	2.0%	203,462	1.6%
2027	149,092	2.0%	206,670	1.6%
2028	152,073	2.0%	209,651	1.4%
2029	155,115	2.0%	212,693	1.5%
2030	158,217	2.0%	215,795	1.5%

Notes: 2010 is the base year for these projections
() Annual Estimates by Planning & Development Services Department

Table 5 provides a summary of the Water System Capital Improvement Projects that have been completed or are in progress since the last impact fee analysis was completed in November 2015. In addition, projects that are anticipated over the next 10 years are also shown below.

Table 5

Completed Water Projects	Completion	Cost
Water Distribution System Model	2012	\$ 200,000
2012 Water Distribution System Master Plan & Impact Fee	2012	\$ 132,000
BCRUA Phase 1A - Construction Management & Inspection Services	2012	\$ 1,507,000
BCRUA Raw Water Line & Intake Barge, Contract 1	2012	\$ 8,590,000
BCRUA Raw Water Line & Intake Barge, Contract 2	2012	\$ 1,691,000
BCRUA Raw Water Line & Intake Barge, Contract 3	2012	\$ 1,134,000
BCRUA Treated Water Line - Phase 1, Segment 1	2012	\$ 3,608,000
BCRUA Treated Water Line - Phase 1, Segment 2A	2012	\$ 364,000
BCRUA Treated Water Line - Phase 1, Segment 2B	2012	\$ 5,168,000
BCRUA Treated Water Line - Phase 1, Segment 2C	2012	\$ 3,350,000
BCRUA Water Treatment Plant - Phase 1A	2012	\$ 19,048,000
Clearwell at RR-WTP	2012	\$ 2,851,000
BCRUA Treated Water Line - Phase 1, Segment 3	2015	\$ 8,749,000
University Blvd Water Line Phase 1	2015	\$ 1,877,000
Parcel 150	2015	\$ 3,144,000
CR 112 Phase 2 - 24" Water Line (890 PP)	2015	\$ 888,000
Water Distribution System Master Plan & Impact Fee	2015	\$ 141,000
Creek Bend 12" Water Line	2016	\$ 415,000
		\$ 62,857,000

Water Projects In Progress	Completion	Cost
Arterial H Waterline	2018	\$ 1,503,000
		\$ 1,503,000

Upcoming Water Projects	Estimated Completion	Estimated Cost
BCRUA Water Treatment Plant - Phase 1B	2017	\$ 31,000
South Creek Water Line	2018	\$ 617,000
Water Distribution System Master Plan & Impact Fee	2018	\$ 150,000
Palm Valley Water Line	2019	\$ 1,484,000
Double Creek Water Line	2019	\$ 1,841,000
BCRUA Water Treatment Plant - Phase 1C	2019	\$ 4,152,000
Avery Center East	2019	\$ 2,915,000
Meadow Lake Lines	2019	\$ 969,000
Southeast Red Bud Lane Water Lines	2020	\$ 559,000
Saddle Brook Water Lines	2020	\$ 598,000
Ground Water Treatment Plant at Lake Creek	2020	\$ 6,707,000
Round Rock Glen Water Lines	2020	\$ 1,169,000
Brenda Lane Water Lines	2020	\$ 1,141,000
Arterial A Water Line	2020	\$ 5,012,000
Arterial H Phase II	2020	\$ 1,470,500
Water Distribution System Master Plan & Impact Fee	2021	\$ 154,000
Parcel 185	2022	\$ 817,000
Gattis School Road	2022	\$ 1,827,000
2.0 MGD Elevated Storage Tank (PP 890)	2022	\$ 5,029,000
East Loop II	2022	\$ 6,619,000
Sam Bass Phase II	2022	\$ 1,624,000
South Creek Phase II	2022	\$ 2,312,000
East Loop III	2022	\$ 7,203,000
West Loop	2022	\$ 17,818,000
BCRUA Raw Water Line - Phase 2A, Segment 5	2023	\$ 16,866,000
BCRUA Deep Water Intake	2023	\$ 23,821,000
BCRUA Water Treatment Plant - Phase 1D	2023	\$ 1,047,000
Sam Bass Phase I	2023	\$ 14,469,000
		\$ 128,421,500

Table 6 provides a summary of the Wastewater System Capital Improvement Projects that have been completed or are in progress since the last impact fee analysis was completed in November 2015. In addition, projects that are anticipated over the next 10 years are also shown below.

Table 6

Completed Wastewater Projects	Completion	Cost
Chandler Creek 1 (Lower)	2013	\$ 424,000
McNutt Creek C3	2014	\$ 940,000
McNutt Creek C9	2015	\$ 1,471,000
McNutt Creek C13	2015	\$ 561,000
Chandler Creek 1 (Upper)	2015	\$ 573,000
Wastewater Master Plan and Impact Fee Update	2015	\$ 165,000
Lake Creek 2	2017	\$ 1,916,000
Lake Creek 3	2017	\$ 563,000
McNutt Creek C2 (referred to as C5)	2017	\$ 1,762,000
		\$ 8,375,000

Wastewater Projects in Progress	Completion	Cost
Forest Creek LS	2017	\$ 223,000
Brushy Creek 5	2017	\$ 288,000
		\$ 511,000

Upcoming Wastewater Projects	Estimated Completion	Estimated Cost
Chandler Creek 2	2018	\$ 428,000
Brushy Creek 2	2018	\$ 349,000
Chandler Creek 3	2018	\$ 655,000
McNutt Creek 15 (referred to as 12)	2018	\$ 488,000
Dry Creek	2019	\$ 856,000
McNutt Creek C10	2019	\$ 937,000

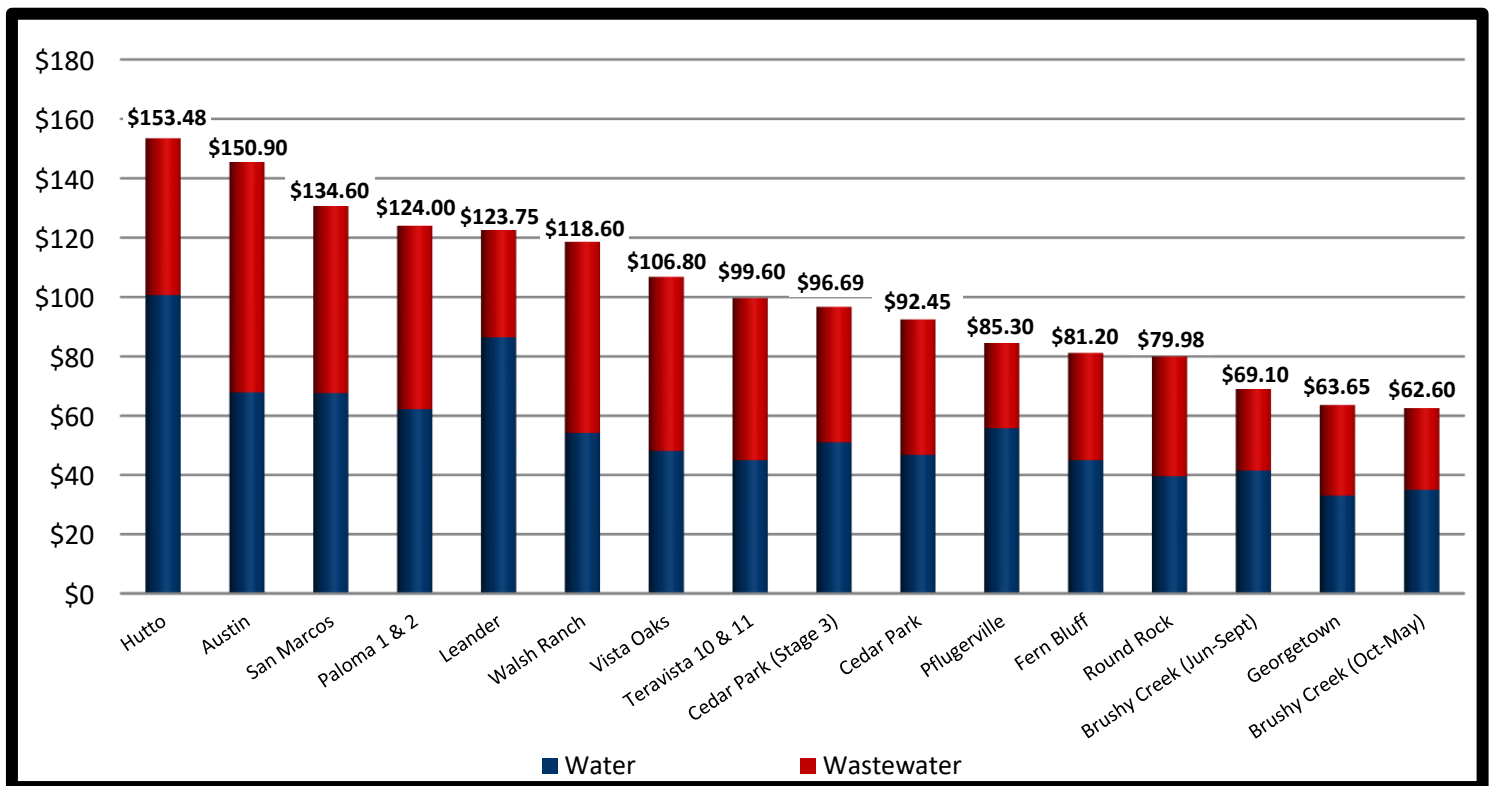
Upcoming Wastewater Projects Continued...	Estimated Completion	Estimated Cost
Brushy Creek 4	2020	\$ 173,000
McNutt Creek D2	2020	\$ 3,339,000
McNutt Creek C4	2020	\$ 154,000
Hilton Head LS	2020	\$ 17,000
Lake Creek 1	2021	\$ 1,287,000
Lake Creek 4	2021	\$ 1,712,000
McNutt Creek C12	2022	\$ 714,000
SE Annex LS	2022	\$ 616,000
Forest Creek 2	2022	\$ 1,948,000
McNutt Creek D4	2022	\$ 1,108,000
Onion Creek 1	2022	\$ 134,000
McNutt Creek C6	2022	\$ 202,000
Onion Creek 2	2022	\$ 99,000
Spanish Oak 1	2022	\$ 1,179,000
McNutt Creek D5	2022	\$ 748,000
Mayfield Park 2	2022	\$ 1,549,000
McNutt Creek C8b	2022	\$ 649,000
Mayfield Park 1	2022	\$ 311,000
WWTP Expansion 1	2023	\$ 39,179,000
WWTP Rerate	2023	\$ 5,000,000
Stone Oak LS	2023	\$ 295,000
		\$ 64,349,000

Completed Reuse Projects	Completion	Cost
Reuse Phase II	2015	\$ 2,108,500
Reuse Phase VI	2016	\$ 900,000
		\$ 3,008,500

Upcoming Reuse Projects	Estimated Completion	Cost
Reuse Phase V – Stony Point High School	2022	\$ 600,000
		\$ 600,000

Figure 6 provides a comparison of the Single-Family Residential Utility Rates for Round Rock customers versus surrounding Central Texas City and Municipal Utility Districts. As depicted, Round Rock utility rates remain some of the lowest in the region.

Figure 6
Single-Family Residential
Water and Wastewater Rates Comparison
(monthly cost)*



* assumes 10,000 gallons water & 8,000 gallons wastewater used

Table 7 compares Round Rock’s Water and Wastewater Impact Fees to other Central Texas cities. Historically, Round Rock had one of the highest total impact fees charged for new connections to the water and wastewater systems. However, several of the surrounding cities have increased their fees over the past few years and have surpassed Round Rock. Round Rock’s philosophy is for new customers and developments to pay for the capital improvements that are required due to the growth.

Table 7

Area Impact Fee Comparison				
City/Utility	Last Updated	Water	Wastewater	Total
Brushy Creek MUD	2016	\$2,095	\$1,804	\$3,899
Cedar Park	2014	\$2,250	\$2,000	\$4,250
Leander	2012	\$3,880	\$1,615	\$5,495
Jonah Water SUD	2013	\$4,636	\$1,068	\$5,704
Hutto	2013	\$3,625	\$2,128	\$5,753
San Marcos	2013	\$2,285	\$3,506	\$5,791
Round Rock	2016	\$4,025	\$2,099	\$6,124
Pflugerville	2014	\$4,241	\$2,725	\$6,966
Austin	2014	\$5,400	\$2,200	\$7,600
Georgetown	2016	\$6,139	\$2,997	\$9,136
Georgetown (South San Gabriel Basin)	2016	\$6,139	\$4,452	\$10,591

CONCLUSION AND RECOMMENDATIONS

The CIAC and City Council approved the new Impact Fees which went into effect March 1, 2016. Although the projected population growth in Round Rock is proceeding at a slightly slower rate than what was anticipated in the impact fee report, this has not caused a significant concern since the number of connections to the water and wastewater systems are occurring at the projected rate anticipated by the City.

As a result of the potential volatility in growth rates and infrastructure requirements, the City recommends the impact fees be reviewed every three years so that the fees are set according to the growth patterns and needs of the water and wastewater utility system improvements. The next Capital Improvements Plan Progress Report will be presented to the CIAC and to the City Council in approximately six months.



Mayor
Alan McGraw

Mayor Pro-Tem
Craig Morgan

Councilmembers
Rene Flores
Frank Leffingwell
Will Peckham
Writ Baese
Kris Whitfield

City Manager
Laurie Hadley

City Attorney
Stephan L. Sheets

May 22, 2017

Mayor Morgan
Councilmember Flores
Councilmember Leffingwell
Councilmember Peckham
Councilmember Baese
Councilmember Whitfield
Councilmember Young

RE: Capital Improvements Advisory Committee - Semi-Annual Meeting

Dear Mayor Morgan and Council Members:

The Capital Improvements Advisory Committee met on May 17, 2017, to consider and approve the semi-annual report to the City Council with respect to the progress of the Capital Improvements Plan and identification of any perceived inequities in the impact fees. The following information is being provided to you pursuant to § 395.058(c) of the Texas Local Government Code.

After discussion, the Committee found no perceived inequities in implementing the plan or imposing the impact fee. Therefore, a motion was made to approve and forward the report to the City Council, with updated city comparison data.

Sincerely,

David Pavliska, Chairman
Capital Improvements Advisory Committee



City of Round Rock

Agenda Item Summary

Agenda Number: F.3

Title: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement Regarding Allocation of Costs for the Re-Rating of, and Expansion to the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System with the Cities of Austin, Cedar Park, and Leander.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/13/2017

Dept Director: Michael Thane, Utilities & Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2017-4592

The East Brushy Creek Regional Wastewater Treatment Plant (BCRWWTP) is currently owned by the Cities of Austin, Cedar Park, and Round Rock. In addition, the City of Leander is currently leasing treatment capacity of up to 1.5 million gallons per day (mgd) from Round Rock. Because of the growth in this region by all of the Cities, additional capacity beyond the total rated capacity of 21.5 mgd is needed in the treatment plant in order to stay in compliance with the Texas Commission on Environmental Quality discharge permit. The Cities agreed to jointly pursue an application for the re-rating of the existing East BCRWWTP and to commence with an expansion of the East BCRWWTP that will provide for a total of 17.5 million gallons per day of additional wastewater treatment capacity to meet future wastewater treatment demands of the Cities based on projected population growth. This project, when completed, will permit the East BCRWWTP for up to 39 mgd of treatment capacity. The plan has been for the City of Leander to become an owner in the East BCRWWTP by constructing their own treatment plant capacity as part of the next expansion project.

This interlocal agreement sets out the cost allocations for the re-rating and expansion to the East BCRWWTP between the four Cities. This project includes efforts to design and construct the re-rate improvements which will increase the capacity of the existing plant by an additional 3.5 mgd as well as the efforts to design and construct a 14 mgd expansion of the East BCRWWTP which will provide for a total of 17.5 mgd. The purpose of this Agreement is to set forth the terms and conditions of the allocation of costs for the re-rating

and expansion, and to authorize preliminary and final design and other consulting services related to the project.

All project costs shall be determined for each City based on the additional capacity being received for the treatment plant re-rate improvements as outlined below:

<u>City</u>	<u>New Capacity</u>	<u>% of Capacity</u>
Round Rock	2.87 mgd	81.96%
Austin	0.12 mgd	3.43%
Cedar Park	0.51 mgd	14.61%
<u>Leander</u>	<u>0.00 mgd</u>	<u>0.00%</u>
Total	3.50 mgd	100.00%

All project costs shall be determined for each City based on the additional capacity being received for the treatment plant expansion improvements as outlined below:

<u>City</u>	<u>New Capacity</u>	<u>% of Capacity</u>
Round Rock	3.50 mgd	25.00%
Austin	3.00 mgd	21.42%
Cedar Park	2.00 mgd	14.29%
<u>Leander</u>	<u>5.50 mgd</u>	<u>39.29%</u>
Total	14.00 mgd	100.00%

The Cities agree that the reasonable compensation cost for Round Rock performing the financial administration and other general administrative services will be \$2,000 per month, beginning when the first Project Consultant Contract is executed, and ending with the completion of the bidding process for the construction of the project, which costs shall be shared and allocated among the Cities, including Round Rock. It is anticipated that the project will be completed by December 31, 2022.

RESOLUTION NO. R-2017-4592

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

WHEREAS, the City of Round Rock (“City”) wishes to enter into an Interlocal Agreement with the Cities of Austin, Cedar Park, and Leander regarding the allocation of costs for the re-rating of and expansion to the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Interlocal Agreement with the Cities of Austin, Cedar Park, and Leander, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 13th day of July, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

INTERLOCAL AGREEMENT REGARDING ALLOCATION OF COSTS FOR THE RE-RATING OF AND EXPANSION TO THE EAST WASTEWATER TREATMENT PLANT OF THE BRUSHY CREEK REGIONAL WASTEWATER SYSTEM

THIS INTERLOCAL AGREEMENT REGARDING THE ALLOCATION OF COSTS FOR THE RE-RATING OF, AND EXPANSION TO THE EAST WASTEWATER TREATMENT PLANT OF THE BRUSHY CREEK REGIONAL WASTEWATER SYSTEM ("Agreement") is entered into between the City of Austin, ("**Austin**"), the City of Cedar Park ("**Cedar Park**"), the City of Leander, ("**Leander**"), and the City of Round Rock, ("**Round Rock**"). In this Agreement, Austin, Cedar Park, Leander, and Round Rock are sometimes individually referred to as "**Party**" and collectively referred to as "**Parties**".

Recitals

WHEREAS, on June 4, 2010, the cities of Austin, Cedar Park, Leander, and Round Rock (the "Cities") entered into an Amended and Restated Master Contract for the Financing, Construction, Ownership and Operation of the Brushy Creek Regional Wastewater System, (the "Master Agreement"); and

WHEREAS, Section 3.06 of the Master Agreement provides for the procedures to be followed to accomplish the design and construction of expansions to the System, including the execution of interlocal agreements such as this Agreement; and

WHEREAS, the Parties have agreed to jointly pursue an application for the re-rating of the System, and for an expansion of the System that will provide for a total of 17.5 million gallons per day of additional wastewater treatment capacity to meet future wastewater treatment demands of the Parties based on projected population growth; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions of the allocation of costs for the re-rating and expansion and to authorize preliminary and final design and other consulting services related to the Project, and pursuant to which the Parties will cost participate in all costs and expenses related thereto; and

WHEREAS, the Parties intend to enter into a separate interlocal agreement to set forth the terms and conditions of the allocation of costs for the construction of the Project;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I. DEFINITIONS

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 “Agreement” means this Interlocal Agreement Regarding the Allocation of Costs for the Re-rating of, and Expansion to the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System.

1.02 “Austin” means the City of Austin, Texas.

1.03 “Cedar Park” means the City of Cedar Park, Texas.

1.04 “Cost Allocation Percentage, Re-Rate Project” means the percentage of Re-Rate Project Costs to be paid by each Party. The Re-Rate Project Cost Allocation Percentages are set forth on **Exhibit “A”** attached hereto.

1.05 “Cost Allocation Percentage, Expansion Project” means the percentage of Expansion Project Costs to be paid by each Party. The Expansion Project Cost Allocation Percentages are set forth on **Exhibit “B”** attached hereto.

1.06 “Effective Date” means the last date of execution of this Agreement by the Parties; provided all of the Parties must execute this Agreement for it to be effective.

1.07 “Leander” means the City of Leander, Texas.

1.08 “Master Agreement” means the Amended and Restated Master Contract for the Financing, Construction, Ownership and Operation of the Brushy Creek Regional Wastewater System dated June 4, 2010.

1.09 “Operations Committee” or “OC” means the Operations Committee created in Section 4.6 of the Master Agreement.

1.10 “Party” or “Parties” means Austin, Cedar Park, Leander, and/or Round Rock, individually or collectively, as applicable.

1.11 “Project” means: (i) the efforts to design and construct the re-rate improvements and increase the capacity of the existing System by an additional 3.5 million gallons per day, and (ii) the efforts to design and construct the necessary 14 million gallons per day expansion of the East Wastewater Treatment Plant, which will provide for a total of 17.5 million gallons per day of additional treatment capacity to meet the future wastewater treatment demands of the Parties.

1.12 “Project Consultant(s)” means one or more of the firms engaged by the Parties to perform Project Consulting Services.

1.13 “Project Consulting Contract(s)” means those certain contracts for engineering and related services to be approved by the Parties pursuant to which the Project Consultant(s) shall provide Project Consulting Services.

1.14 “Project Consulting Services” means the services required for the for preliminary and final engineering and other services to be performed by the Project Consultant(s) pursuant to the Project Consulting Contracts in order to complete the objectives of the Project.

1.15 “Project Costs” means all costs and expenses incurred by the Parties in furtherance of the Project.

1.16 “Project Costs, Expansion” means all those direct and indirect costs associated with the efforts to expand the existing East Wastewater Treatment Plant.

1.17 “Project Costs, Re-rate” means all of those direct and indirect costs associated with the efforts to re-rate the capacity of the existing System.

1.18 “Project Fund” means a fund to be established and administered by Round Rock in accordance with Section 4.02 in order to provide monies to pay the Project Costs.

1.19 “Round Rock” means the City of Round Rock, Texas.

1.20 “System” means the Brushy Creek Regional Wastewater System.

II. OPERATIONS COMMITTEE

2.01 Responsibility of the OC. The OC shall:

(i) Attend and participate in regular meetings with the Project Consultant(s) to monitor the status of the Project and to provide direction and recommendations with respect thereto;

(ii) Review and unanimously approve, in writing, reports for the Project produced by the Project Consultant(s);

(iii) Review and unanimously approve, in writing, any revisions to the scope to be performed by the Project Consultant(s);

(iv) Review and unanimously approve in writing other contracts necessary for the completion of the Project;

(v) Confirm in writing the final completion of Project; and

(vi) Address any other pertinent matters relating to the Project.

The OC shall meet at regular intervals to review the matters over which it has authority. The OC shall be diligent, prompt and timely in reviewing and acting on matters submitted to it.

III. CONSULTANT SERVICES

3.01 Consultant Services.

(a) The Parties intend to enter into Project Consultant Contracts in the form unanimously approved by the Parties.

(b) After the scope of Project Consultant Contracts is approved, including any proposed changes to a Project Consultant's compensation, the Project Consultant Contracts may only be modified by unanimous written authorization from the Parties, such authorization shall be set forth in a "Supplemental Contract".

3.02 OC Participation.

(a) The OC shall prepare a schedule of meetings with the Project Consultant(s) that shall be approved by all members of the OC. The foregoing shall not be construed to prohibit any Party from communicating with Project Consultant(s) regarding the Project Consultant Services without the presence or participation of the other Parties, or from meeting with the Project Consultant(s) when it is not practicable to schedule a meeting with the OC.

(b) The Parties agree that the final design of the Project will not be finalized until the OC has reviewed and unanimously approved in writing such design.

(c) Within ten (10) business days of receipt of any preliminary and/or final reports prepared by the Project Consultant(s), the members of the OC shall specify in writing to each other any objections regarding the draft reports, and any proposed revisions thereto. If any member of the OC fails to object in writing to the report within the ten (10)-business-day period, then that member shall be deemed to have approved the draft report. In the event that any member of the OC timely objects to the draft report, then the OC shall endeavor in good faith to resolve the matter by unanimous agreement. If the OC cannot unanimously agree to the proper resolution within fifteen (15) business days, then the OC shall refer the dispute to the respective City Managers of the Parties. The City Managers shall work diligently and in good faith to resolve the dispute as quickly as possible so as not to jeopardize the completion of the Project.

3.03 Work Product.

(a) Any Party is entitled to copies of any work product produced by the Project Consultant(s) in connection with the Project Consultant Services. The Party requesting a copy of such information shall pay all reasonable costs incurred in preparing and furnishing the copies.

(b) In accordance with, and subject to the terms and conditions set forth in the Project Consultant Contracts, the Parties may utilize the work product produced by the Project Consultant(s) for their own purposes.

IV. PROJECT COSTS.

4.01 Project Costs. All Project Costs shall be determined to be either Re-rate Project Costs or Expansion Project Costs.

4.02 Payment of Project Costs.

(a) All Re-Rate Project Costs shall be shared by the Parties according to the Re-Rate Cost Allocation Percentages, as set forth in **Exhibit "A"** attached hereto.

(b) All Expansion Project Costs shall be shared by the Parties according to the Expansion Cost Allocation Percentages, as set forth in **Exhibit “B”** attached hereto.

(c) The Parties agree that Project Consultant(s) will be instructed to send all invoices to Round Rock and that upon receipt of each invoice from the Project Consultant(s), Round Rock shall review the invoice and confirm that the Project Services have been completed in accordance with the request for payment. Round Rock shall also determine if the invoice is for Re-rate Project Costs or for Expansion Project Costs.

(d) Upon Round Rock’s approval of each invoice for Project Costs, including the determination of Re-Rate Project Costs or Expansion Project Costs, Round Rock will transmit a copy of the approved invoice to each Party’s representative on the OC. Within ten (10) business days of receipt of the invoice for payment, the members of the OC shall specify in writing to Round Rock any objections regarding the invoice for payment. If any member of the OC fails to object in writing to the invoice within the ten (10) business day period, then the Party represented by such OC member shall be deemed to have approved the invoice for payment. In the event that any member of the OC timely objects to the invoice, then the matter shall be resolved in accordance with the following procedures:

(i) If the objection relates to the performance of work or services by a Project Consultant, then the OC shall exercise all rights to which it is entitled under the Project Consulting Contract to resolve the dispute, require correction of the defective work, and otherwise address the concern of the objecting member of the OC.

(ii) In the event that any member of the OC objects to an invoice for reasons not related to the performance of work or services by the Project Consultant, then the OC shall endeavor in good faith to resolve the matter by unanimous agreement. If the OC cannot unanimously agree to the proper resolution within thirty (30) calendar days of the date of written objection, then the invoice shall be paid as received; provided, however, that any Party may subsequently seek a determination of the dispute through the dispute resolution process set forth in Sec. 4.04 below, and the allocation of costs between the Parties shall be adjusted in accordance with such determination. Any such request for dispute resolution must be brought within thirty (30) calendar days of the date of written objection.

(iii) In the event that Project Costs exceed agreed upon estimates, then the OC must approve such overruns by unanimous agreement. If the OC cannot unanimously agree, then the matter shall be submitted to the City Managers for resolution as set forth in Sec. 4.04.

(e) The Parties agree that the reasonable compensation cost for Round Rock’s performing the aforesaid financial administration and other general administrative services is the sum of \$2,000 per month, beginning when the first Project Consultant Contract is executed, and ending with the completion of the bidding process for the construction of the Project (resulting in the expansion of the East Wastewater Treatment Plant to a total of 17.5 million gallons per day of additional treatment capacity), which

costs shall be shared and allocated among the Parties (including Round Rock) according to the Cost Allocation Percentages set forth in Exhibit “B”.

(f) In the event of termination of this Agreement prior to the completion of the Project, all Parties shall provide payment of their pro rata share of the Project Costs incurred prior to and through the date of the termination.

4.03 Project Fund.

(a) The Parties shall contribute monies to the Project Fund in accordance with the following provisions:

(i) Within ten (10) calendar days of execution of the Project Consulting Contract(s) by the Parties, each Party shall deposit into the Project Fund a sum, which represents twenty five percent (25%) of each Party’s share of the estimated Project Costs. The Project Fund shall be placed in an interest-bearing account, and the interest shall become part of the Project Fund.

(ii) At such time as the balance in the Project Fund is substantially depleted, as determined in Round Rock’s reasonable discretion, Round Rock shall provide written notice (by email or otherwise) thereof to the other Parties, each of which shall have thirty (30) calendar days to deposit into the Project Fund an additional payment, in the same amount as originally deposited. Each notice by Round Rock shall be accompanied by a written accounting report that identifies in reasonable detail all prior expenditures from the Project Fund.

(iii) The foregoing process shall continue until such time as the Project Costs have been paid in full. In the event that the Project Costs exceed the original estimate, after prior notice to the Parties of the cost exceedance and what was considered to avoid such costs, each Party shall deposit within the Project Fund a sum equal to the product determined by multiplying each Party’s Cost Allocation Percentage for the type of Project Costs for such services.

(b) In the event that there are remaining funds within the Project Fund upon final completion of the Project, then Round Rock shall promptly divide and remit within 30 calendar days such funds to the Parties on a pro rata basis according to the percentage of all Project Costs previously paid by each of the Parties. Payment shall be accompanied by a written accounting describing the basis for calculation of payment to each Party.

(c) All interest that accumulates within the Project Fund shall remain within such fund for payment of Project Costs.

4.04 Disputes. In the event of any disputes among the Parties, the Parties agree that the City Managers shall work diligently and in good faith to resolve the dispute as quickly as possible so as not to jeopardize the completion of the Project.

V.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code* and Section 552.001, *Texas Local Government Code*.

5.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose. The obligation of Parties to make payments to Round Rock will not constitute a general obligation or indebtedness of the Parties that obligate a Party to levy or pledge any revenue from taxes.

5.04 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.05 Entire Agreement. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project Consulting Services and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter. The Parties confirm that further agreements regarding the Project are contemplated and will not be affected or limited by this Agreement.

5.06 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.07 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

AUSTIN:

P.O. Box 1088
Austin, Texas 78767
Attn: Director, Austin Water
Telephone: (512) 972-0109

with copy to:

City Law Department
P.O. Box 1088
Austin, Texas 78767
Attn: Division Chief, Utility & Regulatory
Division

CEDAR PARK:

450 Cypress Creek Road, Bldg. 1
Cedar Park, Texas 78613
Attn: Sam Roberts
Telephone: (512) 401-5000
Email: sam.roberts@cedarparktexas.gov

with copy to:

J.P LeCompte
City Attorney
450 Cypress Creek Road, Bldg. 1
Cedar Park, Texas 78613
Email: JP.LeCompte@cedarparktexas.gov

ROUND ROCK:

221 East Main
Round Rock, Texas 78664
Attn: Michael Thane
Telephone: (512) 218-3236
Email: mthanelhadley@roundrocktexas.gov

with copy to:

Steve Sheets
309 E. Main Street
Round Rock, Texas 78664-5264
Telephone: (512) 255-8877
Email: steve@scrrlaw.com

LEANDER:

P.O. Box 319
Leander, Texas 78646-0319
Attn: Wayne Watts
Telephone: (512) 259-1178
Email: w.watts@ci.leander.tx.us

with copy to:

Paige Saenz
223 W. Anderson Lane, Suite A-105
Austin, Texas 78752
Telephone: (512) 323-5778
Email: paige@cityattorneytexas.com

5.08 Force Majeure. The Parties shall not be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects. Force majeure shall not relieve the Parties of its obligation to make payment to Round Rock as provided in this Agreement.

5.09 Independent Contractor. Each of the Parties shall have the status of an independent contractor hereunder and shall be solely responsible for the proper direction of its employees hereunder and each Party's employees shall not be considered employees or borrowed servants of any of the other parties for any reason.

5.10 No Third Party Beneficiaries. This Agreement shall inure only to the benefit of the Parties and third parties not privy to this Agreement shall not, in any form or manner, be considered a third party beneficiary of this Agreement.

5.11 Conflict. If there is a conflict between the Master Agreement and this Agreement, the provisions of this Agreement shall control.

5.12 Termination. This Agreement may be terminated by mutual agreement of the Parties. If this Agreement is terminated by the Parties prior to its completion of Project Consulting Services, then the terms and conditions of the Master Agreement shall control. Any outstanding balance within the Project Fund will be returned proportionally in accordance with the applicable Exhibit percentages. The Parties shall then work cooperatively with due diligence to determine how to address existing and future wastewater treatment capacity issues.

5.13 Default. In the event that one Party believes that the other Party is in default of any of the provisions in this agreement, the non-defaulting party will make written demand to cure to the defaulting party and give the defaulting party up to thirty days to cure the default or, if the curative action cannot reasonably be completed within thirty days, the defaulting party will commence the curative action within thirty days and thereafter diligently pursue the curative action to completion. This period must pass before the non-defaulting party may initiate any remedies available to the non-defaulting party due to such default. The non-defaulting party shall mitigate direct or consequential damages arising from any default to the extent reasonably possible under the circumstances. The parties agree that they will use their best efforts to resolve any disputes and may engage in non-binding arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas before initiating any lawsuit to enforce their rights under this agreement. Nothing in this agreement shall be construed to limit either party's right to recover damages or to seek other appropriate curative remedies if a breach of contract action is filed by a non-defaulting party to this Agreement.

5.14 Counterparts. Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.15 No Waiver of Immunities or Defenses. Nothing in this Agreement shall be deemed to waive, modify or amend any immunity or legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party.

5.16 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

CITY OF AUSTIN:

By: _____
Robert Goode, Assistant City Manager

Date: _____

CITY OF ROUND ROCK:

ATTEST:

Sara White, City Clerk

By: _____
Craig Morgan, Mayor

Date: _____

CITY OF CEDAR PARK:

ATTEST:

LeAnn Quinn, City Secretary

By: _____
Matthew Powell, Mayor

Date: _____

CITY OF LEANDER:

ATTEST:

Dara Crabtree, City Secretary

By: _____
Christopher Fielder, Mayor

Date: _____

Exhibit "A" **Allocation of Re-rate Project Costs**

City	Rerate Capacity (MGD)	Cost Allocation
Round Rock	2.87	81.96%
Leander	0.00	0.00%
Cedar Park	0.51	14.61%
Austin	0.12	3.43%
TOTALS	3.50	100.00%

Exhibit "B"

Allocation of Expansion Project Costs

City	Expansion Capacity (MGD)	Cost Allocation
Round Rock	3.50	25.00%
Leander	5.50	39.29%
Cedar Park	2.00	14.29%
Austin	3.00	21.42%
TOTALS	14.00	100.00%



City of Round Rock

Agenda Item Summary

Agenda Number: F.4

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Silsbee Ford for the purchase of vehicles.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/13/2017

Dept Director: Chad McDowell, General Services Director

Cost: \$214,388.00

Indexes: General Fund; Utility Fund

Attachments: Resolution, Quotes, Form 1295

Department: General Services Department

Text of Legislative File 2017-4578

With this purchase order we are purchasing replacement vehicles which include; two (2) 2017 Ford Explorers for the Police Department, five (5) 2017 Ford F-Series trucks for Inspections Services, Police Department, Drainage Engineering and Utilities. Initially these vehicles were cut from the FY17 replacement list, however due to some significant savings throughout the year we are able to add these vehicles back in.

Cost: \$214,388.00

Source of Funds: General Fund and Utility Fund

RESOLUTION NO. R-2017-4578

WHEREAS, the City of Round Rock (“City”) desires to purchase vehicles for several city departments, and

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

WHEREAS, Silsbee Ford is an approved vendor of the Buy Board, and

WHEREAS, the City wishes to issue a purchase order to Silsbee Ford, 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 Silsbee Ford for the purchase of vehicles.

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

RESOLVED this 13th day of July, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #521-16

Vehicles and Heavy Duty Trucks

VENDOR-Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK #1

Contact: MARSHALL REYNOLDS

Email: (512) 218-5571 mreynolds@roundrocktexas.gov

Product Description: 2017 Ford Explorer 4-door

Prepared by: CUYLER DODSON

Phone: (800) 370-7490

Email: cuylerdodson@gmail.com

Date: February 28, 2017

A. Bid Series: 126

A. Base Price: \$ 23,023.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
K8A	4DR AWD POLICE UTILITY	\$ 4,101.00	60R	NOISE SUPPRESSION	\$ 95.00
9W	CLOTH BUCKETS / VINYL REAR	INCL.	61S	FRONT HEAD LIGHT PREP.	\$ 119.00
99R	3.7L V6 ENGINE	N/C	86T	REAR TAIL LAMP PREP.	\$ 58.00
44C	6-SPEED AUTO TRANS	N/C			
53M	SYNC SYSTEM	\$ 280.00			
17A	AUX. REAR A / C	\$ 579.00			
	FORD REAR A / C CREDIT	\$ (600.00)		Rear View Camera with 4" display	STD.
43D	COURTESY LAMPS IN-OP	\$ 19.00			
51S	DUAL LED SPOTLIGHTS	\$ 589.00			
60A	GRILL WIRING	\$ 49.00			
595	KEYLESS ENTRY	\$ 248.00			

Total of B. Published Options: \$ 5,537.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.4 %

Options	Bid Price	Options	Bid Price
		COLOR : SHADOW BLACK	
4-Additional Keys, 6-Keys per Unit	\$ 120.00	INTERIOR : BLACK	

Total of C. Unpublished Options: \$ 120.00

D. Pre-delivery Inspection:	\$ -
E. Texas State Inspection:	\$ -
F. Manufacturer Destination/Delivery:	\$ -
G. Floor Plan Interest (for in-stock and/or equipped vehicles):	\$ -
H. Lot Insurance (for in-stock and/or equipped vehicles):	\$ -
I. Contract Price Adjustment:	\$ -
J. Additional Delivery Charge: <u>0</u> miles	\$ -
K. Subtotal:	\$ 28,680.00
L. Quantity Ordered <u>2</u> x K =	\$ 57,360.00
M. Trade in:	
N. BUYBOARD Administrative Fee (\$400 per purchase order)	\$ -
O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	\$ 57,360.00

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #521-16
Vehicles and Heavy Duty Trucks
VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #521-16
Vehicles and Heavy Duty Trucks
VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #521-16
Vehicles and Heavy Duty Trucks
VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK #2

End User: CITY OF ROUND ROCK *H* Prepared by: CUYLER DODSON

Contact: MARSHALL REYNOLDS

Contact: MARSHALL REYNOLDS **Phone:** (800) 370-7490

Email: (512) 218-5571 mreynolds@roundrocktexas.gov

Email: (512) 218-5571 mreynolds@roundrocktexas.gov Email: cuylerdodson@gmail.com

Product Description: 2017 Ford F-Series Reg. Cab

Product Description: 2017 Ford F-Series Reg. Cab Date: February 28, 2017

A. Bid Series: 133

A. Base Price: \$ 16,360.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
N1C	F150 4X2 SUPER CAB 145" WHEEL -	\$ 4,557.00			
	BASE 6-1/2' BED	INCL.			
AG	VINYL 40/20/40 SPLIT BENCH	N/C			
99F	5.0 L V8 ENGINE	\$ 1,652.00			
446	6-SPEED AUTO TRANS	N/C			
50S	CRUISE CONTROL	\$ 207.00			
52B	SYNC SYSTEM	\$ 387.00			
				COLOR : WHITE	
				INTERIOR : GRAY	

Total of B. Published Options:	\$ 6,803.00
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C. Unpublished Options [Itemize each below, not to exceed 25%]

C. Unpublished Options (Itemize each below, not to exceed 25%)	\$=	1.0 %
--	-----	-------

Options	Bid Price	Options	Bid Price
4-additional keys	\$ 240.00		

Total of C. Unpublished Options:	\$	240.00
----------------------------------	----	--------

D. Pre-delivery Inspection: 5

Texas State Inspection: 5

Manufacturer Destination/Delivery: S

Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

Lot Insurance (for in-stock and/or equipped vehicles): \$ -

Contract Price Adjustment: \$

J. Additional Delivery Charge: 0 miles \$.

Subtotal:	\$ 23,403.00
-----------	--------------

Quantity Ordered 1 $\Delta K =$ \$ 23,403.00

Trade in:

BUYBOARD Administrative Fee (\$400 per purchase order) \$.

D. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	\$ 23,403.00
--	--------------

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #521-16

Vehicles and Heavy Duty Trucks

VENDOR--Silshee Ford, 1211 Hwy 96 N., Silshee TX 77656

End User: CITY OF ROUND ROCK #2

Contact: MARSHALL REYNOLDS

Email: (512) 218-5571 mreynolds@roundrocktexas.gov

Product Description: 2017 Ford F-Series Reg. Cab

Prepared by: CUYLER DODSON

Phone: (800) 370-7490

Email: cuylerdodson@gmail.com

Date: February 28, 2017

A. Bid Series: 133

A. Base Price: \$ 16,360.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
X1E	F150 4X4 SUPER CAB 145" WHEEL-	\$ 7,445.00			
	BASE 6-1/2' BED	INCL.			
AG	VINYL 40/20/40 SPLIT BENCH	N/C			
99F	5.0 LV8 ENGINE	\$ 1,652.00			
446	6-SPEED AUTO TRANS	N/C			
50S	CRUISE CONTROL	\$ 207.00			
52B	SYNC SYSTEM	\$ 387.00			
XL3	3.31 ELOCKING REAR AXLE	\$ 387.00		COLOR - WHITE	
413	SKID PLATES	\$ 148.00		INTERIOR - GRAY	

Total of B. Published Options: \$ 10,226.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.9 %

Options	Bid Price	Options	Bid Price
4-additional keys	\$ 240.00		

Total of C. Unpublished Options: \$ 240.00

D. Pre-delivery Inspection:	\$ -
E. Texas State Inspection:	\$ -
F. Manufacturer Destination/Delivery:	\$ -
G. Floor Plan Interest (for in-stock and/or equipped vehicles):	\$ -
H. Lot Insurance (for in-stock and/or equipped vehicles):	\$ -
I. Contract Price Adjustment:	\$ -
J. Additional Delivery Charge: 0 miles	\$ -
K. Subtotal:	\$ 26,826.00
L. Quantity Ordered 1 x K =	\$ 26,826.00
M. Trade in:	
N. BUYBOARD Administrative Fee (\$400 per purchase order)	\$ -
O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	\$ 26,826.00

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #521-16

Vehicles and Heavy Duty Trucks

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK #4

Contact: MARSHALL REYNOLDS

Email: (512) 218-5571 mreynolds@roundrocktexas.gov

Product Description: 2017 Ford F-Series Reg. Cab

Prepared by: CUYLER DODSON

Phone: (800) 370-7490

Email: cuylerdodson@gmail.com

Date: February 28, 2017

A. Bid Series: 133

A. Base Price: \$ 16,360.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
W3A	F350 4X2 CREW CAB 176" WHEEL BASE	\$ 10,481.00	91M	SYNC SYSTEM	\$ 336.00
	8' BED SINGLE REAR WHEELS	INCL.			
AS	VINYL 40/20/40 SPLIT BENCH	N/C			
996	6.2 L V8 ENGINE	N/C			
446	6-SPEED AUTO TRANS	N/C			
96V	XL VALUE PACKAGE	\$ 663.00			
52B	SYNC SYSTEM	\$ 387.00			
90L	POWER EQUIPMENT GROUP	\$ 1,035.00		COLOR - WHITE	
52B	BRAKE CONTROL	\$ 249.00		INTERIOR - GRAY	
76C	REVERSE ALARM	\$ 128.00			
871	REAR VIEW CAMERA	\$ 341.00			

Total of B. Published Options: \$ 13,620.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.8 %

Options	Bid Price	Options	Bid Price
4-additional keys	\$ 240.00		

Total of C. Unpublished Options: \$ 240.00

D. Pre-delivery Inspection:	\$ -
E. Texas State Inspection:	\$ -
F. Manufacturer Destination/Delivery:	\$ -
G. Floor Plan Interest (for in-stock and/or equipped vehicles):	\$ -
H. Lot Insurance (for in-stock and/or equipped vehicles):	\$ -
I. Contract Price Adjustment:	\$ -
J. Additional Delivery Charge: 0 miles	\$ -
K. Subtotal:	\$ 30,220.00
L. Quantity Ordered 1 x K =	\$ 30,220.00
M. Trade in:	
N. BUYBOARD Administrative Fee (\$400 per purchase order)	\$ -
O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	\$ 30,220.00

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #521-16

Vehicles and Heavy Duty Trucks

VENDOR--Silbree Ford, 1211 Hwy 96 N., Silbree TX 77656

End User: CITY OF ROUND ROCK #A

Contact: MARSHALL REYNOLDS

Email: (512) 218-5571 mreyholds@roundrocktexas.gov

Product Description: 2017 Ford F-Series Reg Cab

Prepared by: CUYLER DODSON

Phone: (800) 370-7490

Email: cuylerdodson@gmail.com

Date: February 28, 2017

A. Bid Series: 133

A. Base Price: \$ 16,360.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
W1E	1150 4X4 CREW CAB 145" WHEEL	\$ 9,125.00	85A	POWER EQUIPMENT GROUP	\$ 1,077.00
	BASE 5-1/2' BED	INCL.			
CG	CLOTH 40 20 40 SPLIT BENCH	N/C			
99E	5.0 L V8 ENGINE	\$ 1,652.00			
446	6-SPEED AUTO TRANS	N/C			
50S	CRUISE CONTROL	\$ 207.00			
52B	SYNC SYSTEM	\$ 387.00			
X13	3.31 LOCKING REAR AXLE	\$ 387.00		COLOR : WHITE	
413	SKID PLATES	\$ 148.00		INTERIOR : GRAY	
53A	TRAILER TOWING PACKAGE	\$ 456.00			
76C	REARVIEW CAMERA	\$ 231.00			

Total of B. Published Options: \$ 13,670.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 18 %

Options	Bid Price	Options	Bid Price
1-additional keys	\$ 240.00		

Total of C. Unpublished Options: \$ 240.00

D. Pre-delivery Inspection:	\$ -
E. Texas State Inspection:	\$ -
F. Manufacturer Destination/Delivery:	\$ -
G. Floor Plan Interest (for in-stock and/or equipped vehicles):	\$ -
H. Lot Insurance (for in-stock and/or equipped vehicles):	\$ -
I. Contract Price Adjustment:	\$ -
J. Additional Delivery Charge: 0 miles	\$ -
K. Subtotal:	\$ 30,270.00
L. Quantity Ordered 1 x K =	\$ 30,270.00
M. Trade in:	
N. BUYBOARD Administrative Fee (\$400 per purchase order)	\$ -
O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	\$ 30,270.00

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #521-16

Vehicles and Heavy Duty Trucks

VENDOR-Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK #B

Contact: MARSHALL REYNOLDS

Email: (512) 218-7041 mreynolds@roundrocktexas.gov

Product Description: 2017 FORD 250 CHASSIS

Prepared by: CUYLER DODSON

Phone: (800) 370-7490

Email: cuylerdodson@gmail.com

Date: February 28, 2017

A. Bid Series: 152

A. Base Price: \$ 17,655.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
W4G	F150 4X2 CRI W CAB 203" WHEELBASE	\$ 16,057.00		KNAPHEIDE 6132D54J1-S SERVICE	\$ 8,015.39
	84" C.A. DRW	INCL.		BODY	INCL.
AS	VINYL 40/20/40 SPLIT BENCH	N/C		RECEIVER HITCH WITH 7-PIN PLUG	\$ 239.00
99Y	6.8L V10 ENGINE	N/C		HEADACHE RACK	\$ 459.94
44P	6-SPEED AUTO TRANS	N/C		MINI LIGHT BAR	\$ 609.84
52B	BRAKE CONTROL	\$ 249.00		WATER JUG INSTALLED	\$ 204.83
91M	SYNC SYSTEM	\$ 336.00		TOOL BASKET	\$ 970.16
96V	XL VALUE PACKAGE	\$ 663.00		PIPE VISE WITH MOUNT	\$ 609.84

Total of B. Published Options: \$ 28,414.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.5 %

Options	Bid Price	Options	Bid Price
4-ADDITIONAL KEYS	\$ 240.00		
COLOR: WHITE			
INTERIOR: EARTH GRAY			

Total of C. Unpublished Options: \$ 240.00

D. Pre-delivery Inspection:	\$ -
E. Texas State Inspection:	\$ -
F. Manufacturer Destination/Delivery:	\$ -
G. Floor Plan Interest (for in-stock and/or equipped vehicles):	\$ -
H. Lot Insurance (for in-stock and/or equipped vehicles):	\$ -
I. Contract Price Adjustment:	\$ -
J. Additional Delivery Charge: <u>0</u> miles	\$ -
K. Subtotal:	\$ 46,309.00
L. Quantity Ordered <u>2</u> x K =	\$ 92,618.00
M. Trade in:	
N. BUYBOARD Administrative Fee (\$400 per purchase order)	\$ -
O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	\$ 92,618.00



Knapheide Truck Equipment - Austin
 16201 South IH35
 Buda TX 78610
 Phone: 512-312-2100
 Fax: 512-312-2101
 www.austin.knapheide.com

QUOTATION

Quote ID: RH00001255

Page 1 of 2

Customer: SILSBEE FORD INC
 P O BOX 815
 SILSBEE TX 77656

Quote Number: RH00001255
 Quote Date: 2/28/2017
 Quote valid until: 3/30/2017

Contact: CUYLER DODSON
 Phone: 409-895-3800
 Fax: 409-895-3824

Salesperson: RICK HOLT

Make: FORD	Model: F-450	Year: 2017	Single/Dual: DRW
Cab Type: CREW	Wheelbase: 203.0	Cab-to-Axle: 84.0	VIN:

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1 EA	KNAP 6132D54J1-S	UB COMP 6132D54J1-S NDS NXG		
1 GAL	DUPO RTS-WHITE	DUPONT WHITE/READY TO SPRAY		
25 EA	MISC SUPPLIES	SHOP SUPPLIES		
1 EA	KNAP 26264408	KIT LED FLUSH MOUNT UB		
1 EA	KNAP 26103531	HARNESS ADAPTER LOOSE 1999+ FORD CAB CHASSIS		
1 EA	KNAP 30296000	BUMPER GALVA-GRIP94JW/REC 7WCU		
1 EA	KNAP 26265983	UNIVERSAL CAB GUARD AY 54W-J		
1 EA	WHEL MC23SA	MINI AMBER LIGHT BAR		
1 KT	KTEC 01-H20RACK/WJUG	WATER JUG WITH RACK INSTALLED		
1 EA	LAB FAB	TOOL BASKET MOUNTED ON CURB SIDE COMPARTMENT		
1 EA	KTEC 80-VMH-STD	VICE MNT HORZTL 6" STD BUMPER		
1 EA	8" PIPE VISE	8" PIPE JAW VISE		
1 EA	BUYE 1801050	HITCH UNIVERSAL FIT SERVICE BO		
1 KT	KTEC 7WAY-B	QUICK CONNECT 7 WAY INSTALLED		
1 EA	EWB 2008-7WS	7 WAY SOCKET W/QUICK CON REV.B		
8 EA	SPLY XKN1024	NUT KEPS 10-24		
8 EA	SPLY XMS#102434	SCREW #10 24 X 3/4 PPMS S"		
1 EA	PDI	PDI INSPECTION DELIVERY		

Quote Total: \$11,109.00

Discount: \$0.00

Total Due: \$11,109.00

The following options may be added:



Knapheide Truck Equipment - Austin
16201 South IH35
Buda TX 78610
Phone: 512-312-2100
Fax: 512-312-2101
www.austin.knapheide.com

QUOTATION

Quote ID RH00001255

Page 2 of 2

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT

Customer must fill out the information below before the order can be processed.

Accepted by	
Date	
P.O. number	

- ♦ Labor and installation is included in all pricing.
- ♦ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ♦ Options DO NOT include Sales Tax.
- ♦ If a pool chassis is being held that is associated with this quotation, the pool truck will be held for a maximum of 72 hours from the time of this quotation.

Notes:

INSTALL KNAP 6132D54J1 MOUNTED ON 2017 FORD F450 ROUND ROCK

PAINTED WHITE

INSTALL KNAPHEIDE HEADACHE RACK

INSTALL MINI AMBER LIGHT BAR

INSTALL 5-GAL WATER JUG CURB SIDE

INSTALL TOOL BASKET MOUNTED ON CURB SIDE

INSTALL 8" PIPE VISE CURB SIDE

INSTALL GALV. RECESSED BUMPER

INSTALL RECEIVER HITCH

INSTALL 7 WAY

QC AND WEIGHT SLIP

PDI, INSPECTION & DELIVERY

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:
2017-197112

Date Filed:
04/24/2017

Date Acknowledged:

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

Silsbee Ford Inc.
Silsbee, 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.

Replacement Vehicles
for General Services

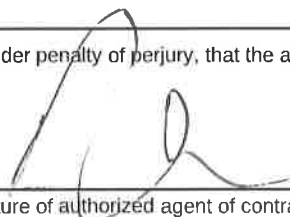
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Donalson, Drew	Silsbe, TX United States	X	

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.




Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Richard Hyder, this the 24 day of April, 2017, to certify which, witness my hand and seal of office.


Signature of officer administering oath

Shirley Payne
Printed name of officer administering oath

Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: F.5

Title: Consider a resolution determining that "Competitive Sealed Proposal" is the delivery method which provides the best value for the construction of improvements to the Clay Madsen Recreation Center.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/13/2017

Dept Director: Chad McDowell, General Services Director

Cost:

Indexes:

Attachments: Resolution

Department: General Services Department

Text of Legislative File 2017-4579

Texas Government Code, Chapter 2269 allows governmental entities to use certain methods other than competitive bidding in entering into contract for construction of facilities. The City of Round Rock is considering using "Competitive Sealed Proposal" as the delivery method for improvements to the Clay Madsen Recreation Center. Improvements include ADA access and adding a covered pavilion over the existing tennis courts

The project will include constructing an approximate 16,000 sf structure over the top of the existing tennis court at Clay Madsen. The tennis court will remain and be converted into a multi-sport court with lines for tennis, basketball and pickleball. Additional improvements included in the project include utility and ADA site improvements that are associated with the building structure. At this time, the structure will consist of a roof only (pavilion concept) but will be engineered in a manner that at a later date, walls and associated restroom can be added as funding becomes available. This structure will allow for additional program space for camps, classes and member services in a semi-enclosed space that will not be impacted by weather.



City of Round Rock

Agenda Item Summary

Agenda Number: F.5

RESOLUTION NO. R-2017-4579

WHEREAS, Texas Government Code, Chapter 2269 allows governmental entities to use certain methods other than competitive bidding in entering into contracts for construction of facilities, as defined therein, and

WHEREAS, the City of Round Rock is considering using an alternative method other than competitive bidding in entering into a contract for the construction of improvements to the Clay Madsen Recreation Center in Round Rock, Texas (“Project”), and

WHEREAS, the statute requires that a project-by-project determination be made as to what method provides the best value for the governmental entity in relation to a particular project, and

WHEREAS, the Council has determined that the Project would be best served by utilizing the “Competitive Sealed Proposal” method, and

WHEREAS, Texas Government Code, Section 2269.056(a) mandates the “governing body of a governmental entity that considers a construction contract using a method authorized by this chapter other than competitive bidding must, before advertising, determine which method provides the best value for the governmental entity,” and

WHEREAS, the City Council desires to comply with all requirements of the statute, Now
Therefore

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

In accordance with Texas Government Code §2269.056(a), the Council has determined that “Competitive Sealed Proposal” is the delivery method which provides the best value for the City for the construction of improvements to the Clay Madsen Recreation Center in Round Rock, Texas.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter

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

RESOLVED this 13th day of July, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.6

Title: Consider a resolution determining that “Competitive Sealed Proposal” is the delivery method which provides the best value for the construction of two new offices at the Round Rock Sports Center.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/13/2017

Dept Director: Chad McDowell, General Services Director

Cost:

Indexes:

Attachments: Resolution

Department: General Services Department

Text of Legislative File 2017-4580

Texas Government Code, Chapter 2269 allows governmental entities to use certain methods other than competitive bidding in entering into contract for construction of facilities. The City of Round Rock is considering using “Competitive Sealed Proposal” as the delivery method for building two offices at the Round Rock Sports Center.

RESOLUTION NO. R-2017-4580

WHEREAS, Texas Government Code, Chapter 2269 allows governmental entities to use certain methods other than competitive bidding in entering into contracts for construction of facilities, as defined therein, and

WHEREAS, the City of Round Rock is considering using an alternative method other than competitive bidding in entering into a contract for the construction of additional offices at the Round Rock Sports Center in Round Rock, Texas (“Project”), and

WHEREAS, the statute requires that a project-by-project determination be made as to what method provides the best value for the governmental entity in relation to a particular project, and

WHEREAS, the Council has determined that the Project would be best served by utilizing the “Competitive Sealed Proposal” method, and

WHEREAS, Texas Government Code, Section 2269.056(a) mandates the “governing body of a governmental entity that considers a construction contract using a method authorized by this chapter other than competitive bidding must, before advertising, determine which method provides the best value for the governmental entity,” and

WHEREAS, the City Council desires to comply with all requirements of the statute, Now Therefore

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

In accordance with Texas Government Code §2269.056(a), the Council has determined that “Competitive Sealed Proposal” is the delivery method which provides the best value for the City for the construction of additional offices at the Round Rock Sports Center in Round Rock, Texas.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter

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

RESOLVED this 13th day of July, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.7

Title: Consider a resolution authorizing the Mayor to execute a Discretionary Service Agreement with Oncor Electric Delivery Company LLC to relocate overhead facilities regarding the Southwest Downtown Infrastructure Improvements Phase 5B Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/13/2017

Dept Director: Gary Hudder, Transportation Director

Cost: \$245,158.00

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

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2017-4582

A component of the ongoing SWDT improvements relocates most overhead utilities underground into duct banks. This is a Discretionary Service Agreement with Oncor Delivery Company LLC for the relocation of their facilities from overhead to underground, on the current 5B project. The cost of the relocation effort is \$ 245,158.00, and was expected as part of the projects overall budget. The Transportation Department recommends approval.

Cost: \$245,158.00

Source of Funds: RR Transportation and Economic Development Corporation

RESOLUTION NO. R-2017-4582

WHEREAS, the Southwest Downtown Infrastructure Improvements Phase 5B Project (“Project”) requires the relocation of overhead utilities underground into duct banks, and

WHEREAS, Oncor Electric Delivery Company LLC (“Oncor”) must relocate the overhead electrical facilities, and

WHEREAS, the City and Oncor wish to enter into a Discretionary Service Agreement for the relocation of said electrical facilities in order to proceed with the Project, 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 Discretionary Service Agreement with Oncor Electric Delivery Company LLC, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 13th day of July, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: September 21, 2009

Page 1 of 2

6.3.5 Discretionary Service Agreement

WR # 3360015
Transaction ID: 5876

This Discretionary Service Agreement ("Agreement") is made and entered into this 20th day of June, 2017, by Oncor Electric Delivery Company LLC ("Oncor Electric Delivery Company" or "Company"), a Delaware limited liability company and distribution utility, and City of Round Rock ("Customer"), a Municipal Corporation, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement.

Relocate facilities from overhead to underground as requested by Customer for Downtown Round Rock Project 5B. Customer agrees to pay company \$245,158.00 for this work.

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective upon acceptance by Customer and continues in effect until project is complete. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation n/a, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

- (a) If to Company:
Oncor Electric Delivery
Attn: Jim Krumnow
350 Texas Avenue
Round Rock, Texas 78664



**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**

6.3 Agreements and Forms

Applicable: Entire Certified Service Area

Effective Date: September 21, 2009

Page 2 of 2

(b) If to Customer:
City of Round Rock
Tod Keltgen
2008 Enterprise
Round Rock, TX 78664

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

City of Round Rock
Tod Keltgen
2008 Enterprise
Round Rock, TX 78664

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Other Terms and Conditions** –

(i) Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities.

(ii) City of Round Rock agrees that payment shall be made within 30 days of the date the project is completed or the date the invoice is received, whichever is later.

(iii) The Discretionary Service Charges provided in this agreement are for Oncor Electric Delivery facilities only and do not include any charges related to the relocation of any facilities owned by a franchised utility, governmental entity, or licensed service provider (Joint User). The customer must contact all Joint Users and make arrangements to have their facilities transferred or relocated. Oncor Electric Delivery cannot complete the relocation/removal of facilities outlined in this agreement until Joint User(s) remove their facilities attached to Oncor Electric Delivery Poles.

(iv)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Oncor Electric Delivery Company LLC



Digitally signed by
jimmy.krumnow@oncor.com
DN: cn=jimmy.krumnow@oncor.com
Date: 2017.06.19 22:25:12 -0500

Signature

Jim Krumnow

Printed Name

New Construction Manager, Sr.

Title

June 19, 2017

Date

City of Round Rock

Customer / Entity

Signature

Printed Name

Title

Date





City of Round Rock

Agenda Item Summary

Agenda Number: F.8

Title: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Williamson County regarding the extension of Kenney Fort Boulevard south to SH 45.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/13/2017

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2017-4595

Kenney Fort Boulevard is a planned major arterial which will connect from Georgetown across Round Rock south to SH 45. Segment 1, between Joe DiMaggio and Forest Creek Drive, was completed in 2013. Segments 2 and 3, which will connect between Forest Creek Drive and Gattis School Road (Segment 2) and Gattis School Road and SH 45 (Segment 3), will create greater connectivity by providing motorists an alternative route and offer immediate traffic pressure relief to Red Bud Lane and A.W. Grimes Boulevard, between the state facilities of Toll 45 and US 79. With the intense growth the city has and will continue to experience, alternative routes such as Kenney Fort Boulevard will help to distribute traffic, in addition to providing economic opportunities to the city.

During their last bond election, Williamson County included funds to begin the design of these segments of Kenney Fort Boulevard. In negotiations with staff, Williamson County has agreed to make \$1.5 Million of these funds available to the city to begin the design process for these segments of Kenney Fort Boulevard. The Transportation Department concluded a competitive RFQ process and CPY, Inc. was retained to perform the project development and design. The approval of this Interlocal Agreement will secure this County funding to support the overall design of this important project.

RESOLUTION NO. R-2017-4595

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

WHEREAS, the City of Round Rock wishes to enter into an Interlocal Agreement with Williamson County regarding the design costs for the extension of Kenney Fort Boulevard from its current southern terminus to SH 45, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Interlocal Agreement Between Williamson County and City of Round Rock, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 13th day of July, 2017.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITY OF ROUND ROCK

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This Interlocal Agreement (the "Agreement") is entered into as of this _____ day of _____, 2015, by and between Williamson County, a political subdivision of the state of Texas (the "County") and the City of Round Rock, a Texas home-rule municipality (the "City") (collectively, the "Parties").

RECITALS

WHEREAS, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more local governments may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the City and the County desire to cooperate in the extension of Kenney Fort Boulevard from its current southern terminus to SH 45 (the "Project", as shown on **Exhibit "A"**, attached hereto).

WHEREAS, the County desires to co-operate with the City by sharing in some of the design costs for the Project'

Now therefore, in consideration of the mutual covenants and agreements herein contained, the City and the County agree as follows:

A.

TERMS AND CONDITIONS

1. Project Improvement.

1.1 The Road Improvements. The Project improvements shall consist of the extension of Kenney Fort Boulevard from its current southern terminus to SH 45. The Road Improvements shall also include all engineering, legal, financing, construction or other expenses incident to the improvement of the Project.

1.2 Obligation of the City. The City shall be responsible for the planning, design, right-of-way acquisition, utility relocation and construction of all Road Improvements, as well as all other costs related to the Project. The City shall

complete design of the Project within two (2) years from the date of execution of this Agreement.

1.3 Obligation of the County. The County shall reimburse to the City a sum up to and not to exceed One Million Five Hundred Thousand (\$1,500,000) for the County's shared costs toward the planning and design of the Project.

Upon the City's approval of each invoice for Projects Costs, the City will transmit a copy of the invoice to the County. Each invoice shall identify all Projects Costs incurred by the City relating to the Project. Each invoice submitted by the City for reimbursement will clearly describe the work done for which reimbursement is sought, will not seek reimbursement or payment for any costs or expenses other than Projects Costs. Upon request of the County, the City agrees to make available documentation in reasonable detail evidencing all Projects Costs for which reimbursement is sought. Upon timely receipt, proper documentation and approval of each invoice, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. Payment not mailed within 30 calendar days of receipt by the County Auditor will accrue interest at the rate set forth in Government Code Section 2251.025(b).

The City agrees that the funds provided pursuant to this Agreement are to be utilized solely for the Project. The City agrees to make available to the County any and all documentation required by the County to verify that said sum has been utilized solely for the Project.

B.

MISCELLANEOUS PROVISIONS

1. **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.
2. **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas.
3. **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.
4. **Headings.** The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

5. **Partial Invalidity.** If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.
6. **Waiver.** Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.
7. **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.
8. **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.
9. **Venue.** All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.
10. **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
11. **Representations.** Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.
12. **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.
13. **Entire Agreement.** This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.
14. **Term.** This Agreement shall automatically terminate if the planning and design for the Project has not been completed by the City within two (2) years after this Agreement is executed by both parties.
15. **No Joint Venture.** This Agreement shall not constitute a joint venture between the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

WILLIAMSON COUNTY

By: 
Honorable Dan A. Gattis, County Judge

Date: 1-20-2016

Attest:


Nancy Rister, County Clerk

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

Date: _____

Attest:

Sara White, City Clerk



EXHIBIT

A

tabbles



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider an ordinance amending Chapter 42, Section 42-318, Code of Ordinances (2010 Edition), to prohibit parking on a portion of School Days Lane. (First Reading)(Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 7/13/2017

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Ordinance, Map

Department: Transportation Department

Text of Legislative File 2017-4587

The City is adding a bus stop on School Days Lane. A no parking zone of 150' on School Days Lane starting at Cushing Drive is required. The buses will not be able to make the stop or pull back out when cars are parked along that portion of School Days Lane without the addition of the no parking zone. A prohibition of parking on a public roadway requires an amendment to Chapter 42, Section 42-318, of the Code of Ordinances (2010 addition).

ORDINANCE NO. O-2017-4587

AN ORDINANCE AMENDING CHAPTER 42, SECTION 42-318, CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, TO PROHIBIT PARKING ON A PORTION OF SCHOOL DAYS LANE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

TEXAS:

That Chapter 42, Section 42-318, Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended by adding subparagraph (44) which shall read as follows:

Sec. 42-318. Parking prohibited in certain designated locations.

(44) School Days Lane. On both sides of School Days Lane from Cushing Drive to 150 feet east of Cushing Drive.

11.

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

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

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

1 **READ** and **APPROVED** on first reading this the _____ day of
2 _____, 2017.

3 **READ, APPROVED** and **ADOPTED** on second reading this the _____ day of
4 _____, 2017.

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CRAIG MORGAN, Mayor
City of Round Rock, Texas

10 ATTEST:

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SARA L. WHITE, City Clerk



150 foot No Parking Zone

School Days Ln

School Days Ln

School Days Ln

School Da

Cushing Dr

Cushing Dr



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider an ordinance amending Chapter 2, Section 2-78(d)(2) and Section 2-78(e), Code of Ordinances (2010 Edition), regarding civil service classifications, number of positions, and assignment pay. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 7/13/2017

Dept Director: Valerie Francois, Human Resources Director

Cost: \$0.00

Indexes:

Attachments: Ordinance

Department: Human Resources Department

Text of Legislative File 2017-4581

This ordinance is to update the number of positions in the Fire Department to match budgeted positions. This ordinance also clarifies the assignment pay language for the Hazardous Materials, Technical Rescue and Wildland Team coordinator assignment pay.

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

That Chapter 2, Section 2-78, Code of Ordinances (2010 Edition), City of Round Texas, is hereby amended by amending (d) and (e) to read as follows:

(a) *Establishment of fire department.*

- (b) *Powers and duties of the fire chief.*

- (c) *Establishment of appointed position of assistant fire chief.*

- 0112.1704: 00380998./ss2

(d) *Firefighters civil service classifications and numbers of positions.*

- (1) V.T.C.A., Local Government Code ch. 143, dealing with Municipal Civil Service for firefighters, was implemented effective October 30, 2001. V.T.C.A., Local Government Code § 143.021(a) thereof requires that the city's governing body establish the classifications of all firefighters and prescribe the numbers of positions in each classification.
- (2) The following civil service classifications are hereby established, and the following numbers of positions in each classification are hereby prescribed:

Civil Service Classification	Number of Positions
Assistant fire chief	2
Battalion chief	9
Captain	18
Lieutenant	19
Driver	30
Firefighter	56
Total	134

(e) *Assignment pay plan.* An assignment pay plan is hereby established for firefighters, and assignment pay under such plan shall be paid in the following amounts and under the following conditions as established by the fire department or by city ordinance. The maximum number of assignment pay areas allowed for any firefighter not assigned to a FRAP team, arson team, technical rescue station, hazmat station or a wildland station is two. The maximum number of assignment pay areas for a firefighter assigned to a FRAP team, arson team, technical rescue station, hazmat station or a wildland station is three.

- (1) *Technical rescue personnel.* The amount of \$75.00 per month shall be paid to persons assigned to a specialized technical rescue team which performs technical rescues, i.e., confined space rescue, heavy rescue, high angle rope rescue, swift water rescue, and trench rescue. A technical rescue technician assigned to the technical rescue response station shall be paid an additional \$75.00 per month.
- (2) *Technical rescue team supervisor.* The amount of \$250.00 per month shall be paid to a person who supervises the technical rescue team. In addition to having a mastery of the specialized team training, the technical rescue team supervisor manages all three work shifts, coordinates with outside vendors, and administers all programs dealing with delivery of a comprehensive training and professional development program encompassing technical rescue team goals and objectives. A person serving in this role will not be entitled to technical rescue team pay or technical rescue response station pay.

- (3) *Hazardous materials personnel.* The amount of \$75.00 per month shall be paid to persons assigned to a specialized hazardous materials response team which identifies, stabilizes, and mitigates the community's exposure to hazardous chemicals. A hazardous materials technician assigned to a hazardous materials response station shall be paid an additional \$75.00 per month.
- (4) *Hazardous materials response team supervisor.* The amount of \$250.00 per month shall be paid to a person who supervises the hazardous materials team. In addition to being certified as a hazardous materials technician and having a mastery of the specialized team training, the hazardous materials response team supervisor manages all three work shifts, coordinates with outside vendors, and administers all programs dealing with delivery of a comprehensive training and professional development program encompassing hazardous materials team goals and objectives. A person serving in this role will not be entitled to hazard materials response team pay or hazardous materials response station pay.
- (5) *Wildland fire personnel.* The amount of \$75.00 per month shall be paid to persons assigned to a specialized wildland fire team which performs wildland duties. A firefighter on the wildland fire team assigned to the wildland fire response station shall be paid an additional \$75.00 per month for a total of \$150.00 per month.
- (6) *Wildland team Coordinator.* The amount of \$250.00 per month shall be paid to a person who coordinates the wildland personnel. A person serving in this role shall not be entitled to wildland fire team pay or wildland fire response station pay.
- (7) *Air management personnel.* The amount of \$75.00 per month shall be paid to persons assigned to a specialized air management team which repairs, maintains, and annually tests self-contained breathing apparatus in accordance with NIOSH and NFPA standards.
- (8) *First responder advanced provider (FRAP) personnel.* The amount of \$100.00 per month shall be paid to firefighters assigned to a paramedic school while acquiring special medical training and prior to being assigned to a specialized first responder advanced provider (FRAP) team. The amount of \$200.00 per month shall be paid to firefighters while undergoing the medical director's clearing process. The amount of \$300.00 per month shall be paid to EMT-intermediate or equivalent certification to FRAP team members credentialed by the medical director. The amount of \$375.00 per month shall be paid to EMT-paramedic FRAP team members credentialed by the medical director. Paramedics and intermediates who are not participating as FRAP team members shall not receive assignment pay.
- (9) *Arson investigators.* The amount of \$150.00 per month shall be paid to a person assigned to a specialized arson investigation team certified by the Texas Commission of Fire Protection as an arson investigator and assigned by the Fire Chief.
- (10) *Administrative assignment.* The amount of \$300.00 per month shall be paid to a person who is assigned by the Fire Chief to perform one of the following administrative roles:

1 training specialist; training officer; emergency preparedness coordinator; battalion chief of
2 prevention (fire marshal); fire inspector; emergency medical coordinator; or special
3 projects. For special projects assignment only, a prorated amount of \$1.875 per hour will
4 be received for special projects that last less than 30 days. A person temporarily
5 assigned to light duty, modified duty, or administrative assignment during a disciplinary
6 investigation is not eligible for administrative assignment pay.

- 7 (11) *Bilingual support team personnel.* The amount of \$100.00 per month shall be paid to
8 members of a team composed of persons who are working on developing fluency in
9 conversational Spanish and who successfully pass an annual level 1 examination in this
10 area, and such team members shall handle Spanish translation responsibilities on
11 assigned shifts. The amount of \$200.00 per month shall be paid to members of a team
12 composed of persons who speak conversational Spanish and who successfully pass an
13 annual level 2 fluency examination, and such team members shall handle Spanish
14 translation responsibilities as an essential function of their employment with the city. The
15 battalion chief of training shall be responsible for maintaining an up-to-date roster of fire
16 department bilingual support team personnel, scheduling the annual level 1 and level 2
17 examinations, and notifying the director of human resources of test outcomes and
18 eligibility of persons to receive such assignment pay.

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20 **II.**

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

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

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

1 Alternative 1.

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

5 **READ, PASSED, and ADOPTED** on first reading this _____ day of
6 _____, 2017.

7 Alternative 2.

8 **READ and APPROVED** on first reading this the _____ day of
9 _____, 2017.

10 **READ, APPROVED and ADOPTED** on second reading this the _____ day of
11 _____, 2017.

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13 _____
14 CRAIG MORGAN, Mayor
15 City of Round Rock, Texas
16

17 ATTEST:
18

19 _____
20 SARA L. WHITE, City Clerk
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22



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider an ordinance amending Chapter 2, Sections 2-19 and 2-20, Code of Ordinances (2010 Edition), regarding the time for the regular City Council meetings (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 7/13/2017

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments: Ordinance

Department: City Manager's Office

Text of Legislative File 2017-4589

This ordinance amendment changes the start time of the regular City Council meetings from 7:00 p.m. to 6:00 p.m. and if approved, will take affect the first meeting in October.

ORDINANCE NO. R-2017-4589

AN ORDINANCE AMENDING CHAPTER 2, SECTIONS 2-19 AND 2-20, CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING CITY COUNCIL MEETINGS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

Party	Percentage
No Party	85
Party	15

That Chapter 2, Section 2-19, Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 2-19. Regular meetings.

Under authority of section 3.09 of the city Charter, the city council has designated the following days and times to conduct its two regular monthly meetings:

- (1) Except for the month of December, the two regular monthly meetings of the city council shall be held on the second and fourth Thursdays of each month at 6:00 p.m.
- (2) During the month of December, the two regular monthly meetings of the city council shall be held on the first Thursday at 6:00 p.m. and the third Thursday at 5:00 p.m.

11.

That Chapter 2, Section 2-20, Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 2-20. When regular meeting date conflicts with a holiday.

Whenever the regular meeting date falls on a holiday recognized by the city, the meeting of the city council shall be held at 6:00 p.m. on the Tuesday immediately preceding the regular Thursday meeting date.

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

B. The invalidity of any section or provision of this ordinance shall not

C. The City Council hereby finds and declares that written notice of the date,

By motion duly made, seconded and passed with an affirmative vote of all the

READ, PASSED, and ADOPTED on first reading this _____ day of _____, 20____.

1 Alternative 2.

2 **READ** and **APPROVED** on first reading this the _____ day of
3 _____, 2017.

4 **READ, APPROVED** and **ADOPTED** on second reading this the _____ day of
5 _____, 2017.

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CRAIG MORGAN, Mayor
City of Round Rock, Texas

11 ATTEST:

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14 _____
SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: I.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 Street, Round Rock, Texas.

Type: Executive Session

Governing Body: City Council

Agenda Date: 7/13/2017

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File 2017-4603