



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
Hilda Montgomery, Councilmember-Elect, Place 6

Thursday, January 11, 2018

6:00 PM

City Council Chambers, 221 East Main St.

A. CALL REGULAR SESSION TO ORDER – 6:00 P.M.

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. OATH OF OFFICE:

D.1 [2018-5085](#) [Consider the administration of the Oath of Office to the newly-elected Councilmember for Place 6.](#)

E. 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.

G. APPROVAL OF MINUTES:

G.1 [2018-5079](#) [Consider approval of the minutes for the December 13, 2017, December 21, 2017, and December 28, 2017 Regular and Special Called City Council meetings.](#)

H. RESOLUTIONS:

H.1 [2018-5097](#) [Consider a resolution authorizing the Mayor to execute a Real Estate Partition Contract with Round Rock Independent School District regarding seven parcels of land out of the Luther Peterson Subdivision.](#)

- H.2 [2018-5098](#) [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Brazos River Authority, Williamson County, City of Georgetown, and Brushy Creek Municipal Utility District regarding the relocation of portions of the Williamson County Regional Raw Water Line.](#)
- H.3 [2018-5099](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Smith Pump Company, Inc. for utility pump and motor repair services.](#)
- H.4 [2018-5081](#) [Consider a resolution expressing the City's intent to authorize the execution of a Multiple Use Agreement with the Texas Department of Transportation to permit the City to construct, maintain, and operate a portion of the extension of Kenney Fort Boulevard within State right-of-way.](#)
- H.5 [2018-5082](#) [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with Stantec Consulting Services, Inc. for engineering and design services related to the Roundville Lane project.](#)
- H.6 [2018-5100](#) [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 2 with HDR Engineering, Inc. for the US 79 at Telander Drive Operational Improvements Project.](#)
- H.7 [2018-5101](#) [Consider a resolution authorizing the Mayor to execute a Contract with Austin Traffic Signal Construction Co., Inc. for the A.W. Grimes Boulevard and Town Centre Drive Traffic Signal Project.](#)
- H.8 [2018-5102](#) [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Kimley-Horn and Associates, Inc. for a Roadway Impact Fee Study.](#)

I. ORDINANCES:

- I.1 [2018-5089](#) [Consider public testimony regarding, and an ordinance approving a rezoning from LI \(Light Industrial\) to OF \(Office\) for approximately 4.29 acres, Lots 1 and 2, Block B, replat of Interchange Business Park, Section 2, located northeast of the intersection of Louis Henna Boulevard and Double Creek Drive. \(First Reading\)*](#)
- I.2 [2018-5090](#) [Consider public testimony regarding, and an ordinance amending the PUD \(Planned Unit Development\) No. 61 \(Simon North\) zoning district to amend the height requirement to allow six stories for a hotel for approximately 6.60 acres on the northwest corner of Bass Pro Drive and North Mays Street. \(First Reading\)*](#)
- I.3 [2018-5091](#) [Consider an ordinance amending Chapter 14, Article VIII - Noise, Code of Ordinances \(2010 Edition\), by adding Section 14-213.1 regarding specific noise regulations. \(First Reading\)\(Requires Two Readings\)*](#)

J. APPOINTMENTS:

- J.1 [2018-5112](#) [Consider one appointment to the CAPCOG General Assembly.](#)

K. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**L. ADJOURNMENT**

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

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

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 5th day of January 2018 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: D.1

Title: Consider the administration of the Oath of Office to the newly-elected Councilmember for Place 6.

Type: Oath of Office

Governing Body: City Council

Agenda Date: 1/11/2018

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2018-5085



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider approval of the minutes for the December 13, 2017, December 21, 2017, and December 28, 2017 Regular and Special Called City Council meetings.

Type: Minutes

Governing Body: City Council

Agenda Date: 1/11/2018

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 121317 Draft Special Called Minutes, 122117 Draft Minutes, 122817 Draft Special Called Minutes

Department: City Clerk's Office

Text of Legislative File 2018-5079

City of Round Rock

Meeting Minutes

City Council

Special Called Meeting

Wednesday, December 13, 2017

CALL SESSION TO ORDER

The Round Rock City Council met in special session on December 13, 2017 at Fire Station No. 6, located at 2919 Joe DiMaggio Blvd., Round Rock. Mayor Morgan called the meeting to order at 7:30am.

ROLL CALL

Present: 5 - Mayor Craig Morgan
Mayor Pro-Tem Will Peckham
Councilmember Tammy Young
Councilmember Rene Flores
Councilmember Writ Baese

Absent: 1 - Councilmember Frank Leffingwell

OPENING REMARKS BY THE CITY MANGER

Laurie Hadley, City Manager and Assistant City Manager Brooks Bennett opened the meeting and stated that the purpose of the meeting is to get high-level feedback on some big topics.

PRESENTATIONS:

D.1 Consider a presentation and discussion regarding the City's strategic plan.

The following topics were discussed and staff was given direction on further investigation of them in preparation for the City Council semi-annual retreat in February.

Downtown streetscape – about a \$1 million dollar project to enhance Main Street from Mays Street to Sheppard Street which would include removing center medians, putting in tactical “parklets” and improving lighting.

Intermodel transit Center

Discussion regarding the need to come up with a solution for space for Planning, DSO, Courts, and PARD. The transit center was designed and constructed to have the bottom floor enclosed for retail use, however it was partially funded by FTA funds (~\$3M) which restricts what can be done with it.

Behrens Ranch – Passive Park

Discussions with the neighborhood on what they would like to see out there versus what funding is available and getting this project in the queue. Discussion of the option to keep it simple with trails, parking and a restroom.

Sports Capital of Texas

Discussion regarding potential public/private partnerships with a tennis and hockey; as well as discussions on other potential sports opportunities. These included turf field conversions, sand volleyball, sports center II and multipurpose complex II given the demand for both.

Future Bond Election items

Discussion regarding expanding the use of the current venue tax beyond the Sports Center and potential items for future bond election including transportation items (Kenney Fort Blvd, Gattis School Rd., N. Mays St., Red Bud Ln, and RM 1431), Parks and Recreation projects (Completing trail projects and new trails, Old Settlers Park projects, adult softball complex, and Kinningham Park), Library branch, Fire (Rebuild of Central Fire Station and 2 new stations), final completion of the Public Safety Training Facility, and a performing arts center.

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 1:03 p.m.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, December 21, 2017

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

The Round Rock City Council met in regular session on December 21, 2017 in the City Council Chambers located at 221 E. Main Street. Mayor Morgan called the meeting to order at 5:04 p.m.

ROLL CALL

Present: 6 - Mayor Craig Morgan
Councilmember Tammy Young
Councilmember Rene Flores
Councilmember Frank Leffingwell
Mayor Pro-Tem Will Peckham
Councilmember Writ Baese

Absent: 0

PLEDGES OF ALLEGIANCE

*Members of the Boy Scouts led the following Pledges of Allegiance:
United States
Texas*

CITIZEN COMMUNICATION

There were no citizens wishing to speak at this City Council meeting.

STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

E.1 [2017-5074](#) Consider a special presentation to Steve Sheets for 40 years of service as City Attorney.

CONSENT AGENDA:

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

A motion was made by Mayor Pro-Tem Peckham seconded by Councilmember Baese to approve the Consent Agenda. 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

F.1 [2017-5005](#)

Consider approval of the minutes for the November 21, 2017 and December 7, 2017 City Council meetings.

This item was approved on the Consent Agenda.

F.2 [2017-5032](#)

Consider a resolution adopting an amended Citizen Participation Plan applicable to the Community Development Block Grant funds to include the federal required community participation components for the Assessment of Fair Housing (AFH) process.

This item was approved on the Consent Agenda.

PUBLIC HEARINGS:

G.1 [2017-4983](#)

Consider public testimony regarding the 2016-2017 CDBG Consolidated Annual Performance Evaluation Report (CAPER).

Liz Alvarado, CDBG Coordinator made the staff presentation.

Mayor Morgan opened the hearing for public testimony.

There being none, the public hearing was closed.

RESOLUTIONS:

H.1 [2017-5037](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to Siddons-Martin Emergency Group, LLC for the purchase of a Pierce 100' Aerial Fire Truck.

Robert Isbell, Fire Chief made the staff presentation.

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

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

Nay: 0

Absent: 0

H.2 [2017-5038](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to Siddons-Martin Emergency Group, LLC for the purchase of a velocity PUC Pumper Truck.

Robert Isbell, Fire Chief made the staff presentation.

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

H.3 [2017-5040](#)

Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Kristine Warren and James A. Warren for the purchase of a 0.218 acre tract of land and a 0.005 acre tract of land necessary for the RM 620 Right of Way Project (Parcels 14 and 14R).

Gary Hudder, Transportation Director made the staff presentation.

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
Councilmember Leffingwell
Mayor Pro-Tem Peckham
Councilmember Baese

Nay: 0

Absent: 0

H.4 [2017-5041](#)

Consider a resolution determining the necessity, and authorizing the use of the City's power of eminent domain to acquire fee simple title to a 0.566 acre tract and a public utility easement interest in and to approximately 0.010 acre of land from property owned by Inland American Round Rock University Oaks Limited Partnership for the construction of proposed improvements to the University Blvd. project, and take other appropriate action (Parcel 10/14PUE).

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Mayor Pro-Tem Peckham, seconded by Councilmember Young, that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire fee simple title and a public utility easement interest to the following parcels of land for construction of proposed improvements to the University Blvd. Project: a 0.566-acre tract and a 0.010 acre of land from property owned by Inland American Round Rock University Oaks Limited Partnership, as described in Exhibit A of the resolution. 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

H.5 [2017-5048](#)

Consider a resolution authorizing the Mayor to execute a Contract with T. Gray Utility Company for the 2016 Wastewater Collection System Rehabilitation - Manhole Rehab, Point Repairs, & Open Cut Project.

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

A motion was made by Councilmember Young, 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

H.6 [2017-5052](#)

Consider a resolution authorizing the Mayor to execute a Contract with T. Gray Utility Company for the 2016 Wastewater Collection System Rehabilitation- Pipe Bursting & CIPP Liner Project.

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

A motion was made by Mayor Pro-Tem Peckham, seconded by Councilmember Flores, 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

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

There being no further business, Mayor Morgan adjourned the meeting at 5:40 p.m.

Regards,

Sara L. White, City Clerk

City of Round Rock

Meeting Minutes

City Council

Special Called Meeting

Thursday, December 28, 2017

CALL SESSION TO ORDER

The Round Rock City Council met in special session on December 28, 2017 in the City Council Chambers located at 221 E. Main Street, Round Rock. Mayor Morgan called the meeting to order at 9:00 am.

ROLL CALL

Present: 2 - Mayor Craig Morgan
Mayor Pro-Tem Will Peckham

Absent: 4 - Councilmember Tammy Young
Councilmember Rene Flores
Councilmember Frank Leffingwell
Councilmember Writ Baese

CANVASS OF ELECTION:

C.1 Consider the canvass of the December 16, 2017 Special Election.

Sara White, City Clerk presented the final canvass documents for the December 16, 2017 Special Election to the Council who reviewed the results. Mayor Morgan declared the results official and signed the canvass document.

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 9:04 a.m.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider a resolution authorizing the Mayor to execute a Real Estate Partition Contract with Round Rock Independent School District regarding seven parcels of land out of the Luther Peterson Subdivision.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/11/2018

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

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2018-5097

The City of Round Rock and the Round Rock Independent School District (ISD) share ownership in several parcels of land located along Luther Peterson Boulevard. The ISD has previously constructed improvements on Lots 5 and 6 and the City has previously constructed improvements on Lots 2 and 8. The ISD and City have constructed joint improvements on Lot 7 which consist of a wash bay and fueling station. There are no improvements located on Lots 1 and 4.

For purposes of determining and equalizing the partition of the property, the City and ISD agreed to base the value of the Lots on the Land Market Value as determined by the Williamson Central Appraisal District. The City and ISD wish to partition the property so that the ISD will have 100% ownership in Lots 5 and 6 and the City will have 100% ownership in Lots 1,2,4, and 8. The parties will continue to jointly own Lot 7. The difference in the market value for the Lots the City will own (\$4,052,890) and the Lots the ISD will own (\$3,014,699) is \$1,038,191.

As additional consideration for the conveyance of the City Lots, and to equalize the consideration to the ISD for the above difference in Land Market Value between the City Lots and the ISD Lots, the City agrees to be responsible for payment of the cost of certain improvements on Lot 7 to improve the wash bay. At the completion of the improvements, the parties will true up the difference in cost that is above or below the \$1,038,191. These improvements are planned to be completed within three years of execution of this agreement.

The ISD approved of this Partition Agreement on December 21, 2017.

RESOLUTION NO. R-2018-5097

WHEREAS, the City of Round Rock (“City”) and the Round Rock Independent School District (ISD) are the owners of seven parcels of land described as Lots 1, 2, 4, 5, 6, 7, and 8 of the Luther Peterson Subdivision (“Property”); and

WHEREAS, City has constructed improvements on Lots 2 and 8, and ISD has constructed improvements on Lots 5 and 6; and

WHEREAS, City and ISD have constructed joint improvements on Lot 7, and there are no improvements on Lots 1 and 4; and

WHEREAS, City and ISD wish to partition the Property upon the terms and conditions set forth in the Real Estate Partition Contract, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Real Estate Partition Contract with the Round Rock Independent School District, a copy of said Contract being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 11th day of January, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

0112.1804; 00392706

EXHIBIT**"A"****REAL ESTATE PARTITION CONTRACT****State of Texas**

§

County of Williamson

§

§

This Real Estate Partition Contract ("Contract") is made by and between ROUND ROCK INDEPENDENT SCHOOL DISTRICT (referred to in this Contract as "ISD") and the CITY OF ROUND ROCK, TEXAS, (referred to in this Contract as "City"), upon the terms and condition set forth in this Contract. ISD and the City may be referred to as "Party" or "Parties" as the context may require.

RECITALS

A. ISD and City are the owners of seven parcels of land (the "Property") located in the City of Round Rock, Williamson County, Texas more particularly described as Lots 1, 2, 4, 5, 6, 7, and 8 of the Luther Peterson Subdivision, Doc. #9534620 and as recorded in Cabinet M, Slides 75 to 79 of the Plat Records of Williamson County, Texas, and as shown on Exhibit "A."

B. ISD has constructed improvements on Lots 5 and 6. City has constructed improvements on Lots 2 and 8. ISD and City have constructed joint improvements on Lot 7. There are no improvements on Lots 1 and 4. For the purposes of determining and equalizing the partition of the Property, City and ISD agree to base the value of the Lots on the Land Market Value as determined by the Williamson Central Appraisal District, and as shown on Exhibit "B." The value of the improvements constructed on the Lots will not be considered.

C. ISD and City agree that the Land Market Value as determined by the Williamson Central Appraisal District is as indicated below:

<u>LOTS</u>	<u>LAND MARKET VALUE</u>
Lot 1	\$ 53,398
Lot 2	\$ 1,052,306
Lot 4	\$ 2,449,569
Lot 5	\$ 1,464,641
Lot 6	\$ 1,550,058
Lot 7	\$ 282,525
Lot 8	\$ 497,617

D. ISD and City wish to partition the Property so that ISD will convey to City its interest in Lots 1, 2, 4, and 8 and the City will convey to ISD its interest in Lots 5 and 6.

E. ISD and City wish to continue to jointly own Lot 7.

F. ISD and City are willing to participate in such partition on the terms and conditions set forth in this Contract.

NOW, THEREFORE, for good and valuable consideration, ISD and City hereby agree as follows:

ARTICLE I
PURCHASE AND SALE

- 1.01 Lots Conveyed to City.** Subject to the terms and conditions set forth in this Contract, ISD agrees to sell, transfer, and convey its ownership interest in Lots 1, 2, 4, and 8 to the City, together with all and singular the rights and appurtenances pertaining to the property, (all of such real property, rights, and appurtenances being referred to in this Contract collectively as "City Lots"), together with any improvements, fixtures, and personal property situated on and attached to the City Lots, for the consideration and upon and subject to the terms, provisions, and conditions set forth below. The Parties agree that the Land Market Value of the City Lots is \$4,052,890.
- 1.02 Lots Conveyed to ISD.** Subject to the terms and conditions set forth in this Contract, City agrees to sell, transfer, and convey its ownership interest in Lots 5 and 6 to the ISD, together with all and singular the rights and appurtenances pertaining to the property, (all of such real property, rights, and appurtenances being referred to in this Contract collectively as "ISD Lots"), together with any improvements, fixtures, and personal property situated on and attached to the ISD Lots, for the consideration and upon and subject to the terms, provisions, and conditions set forth below. The Parties agree that the Land Market Value of the ISD Lots is \$3,014,699.
- 1.03 Joint Lot.** The Parties agree that ISD and City shall retain joint and equal ownership of Lot 7, (the "Joint Lot").
- 1.04 Difference in Land Market Value.** As set forth above, the Parties agree that the Land Market Value of the City Lots is \$4,052,890 and the Land Market Value of the ISD Lots is \$3,014,699, leaving a difference of \$1,038,191.
- 1.05 ISD's Right to Purchase Lot 8.** In the event that the City ever determines that it desires to sell Lot 8, the City shall give the ISD notice of such determination. The ISD shall then have the option to purchase Lot 8 for the then fair market value as determined by the Williamson Central Appraisal District. Said option must be exercised by the ISD within 90 days after receiving said notice. The provision granting ISD the right to purchase shall be contained within the deed conveying Lot 8 to City.

ARTICLE II
PURCHASE CONSIDERATION

- 2.01 Consideration for ISD Lots.** As consideration for the conveyance of the ISD Lots from the City to ISD, ISD agrees to sell, transfer, and convey to City the City Lots.
- 2.02 Consideration for City Lots.** As partial consideration for the conveyance of the City Lots from ISD to the City, City agrees to sell, transfer, and convey to ISD the ISD Lots.

As additional consideration for the conveyance of the City Lots, and to equalize the consideration to the ISD for the above difference in the Land Market Value between the City Lots and the ISD Lots, the City agrees to be responsible for payment of the cost of certain improvements on the Joint Lot to be jointly approved by the City and ISD in the future (the "Project"). The cost of the Project will include the cost of design, construction, and construction management (the "Total Cost"). In addition to the actual cost to design and construct the Project, the Total Cost of the Project shall include a construction management fee to the City equal to 3% of the design and construction costs to compensate the City for services performed for the management of the construction, administration, supervision, and inspection of the Project. The City agrees to be solely responsible for paying the Total Cost of the Project up to \$1,038,191. If the Total Cost is less than \$1,038,191, the City will pay ISD the difference. If the Total Cost exceeds \$1,038,191, the City and ISD agree to jointly and equally share the excess cost. The design of the Project shall be subject to the approval of City and ISD. City and ISD agree that the Project will be agreed upon and completed within three (3) years from the effective date of this Contract, provided, this period may be extended by mutual agreement of City and ISD.

ARTICLE III
PARTY'S OBLIGATIONS

Conditions to Party's Obligations

- 3.01** The obligations of the Parties hereunder to consummate the transaction contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by the beneficiary of such condition at or prior to the Closing).

Preliminary Title Commitment

- 3.02** Within thirty (30) days after the date of execution of this Contract the City and ISD, will obtain from an acceptable title insurance company (the "Title Company") a preliminary title report for their respective tracts which may upon request be accompanied by copies of all recorded documents relating to easements, rights-of-way,

etc. In the event that any Party states that a condition is not satisfactory (the "Objecting Party"), the other Party shall assist the Objecting Party to the extent reasonably possible to undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of the Objecting Party at or prior to Closing. In the event that any unsatisfactory condition is not eliminated or modified to the reasonable satisfaction of the Objecting Party, then the Objecting Party shall have the right to terminate this Contract and neither Party shall have any further rights or liabilities hereunder.

3.03 The Parties shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by the Parties prior to or as of the closing unless waived.

ARTICLE IV **CLOSING**

4.01 The Closing shall be held at the Title Company on or before the earlier to occur of the following: February 2, 2018, or at such time, date, and place as the Parties may agree upon (which date is herein referred to as the "Closing Date").

ISD's Obligations

4.02 The obligation of ISD to consummate the transactions contemplated hereunder is contingent upon the following:

- (a) Elimination or modification satisfactory to ISD in its reasonable discretion of all unacceptable matters on the ISD Lots identified by ISD pursuant to the procedures set forth in Section 3.02;
- (b) City's representations and warranties contained herein shall be true and correct in all material respects as of the Closing Date; and
- (c) As of the Closing Date, City shall have performed its obligations hereunder in all material respects and all deliveries to be made by City at closing have been tendered.

4.03 At the Closing ISD shall:

- (a) Deliver to City a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple in the ISD's undivided one-half interest in the City Lots, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:
 - (i) Any exceptions approved by City pursuant to Article III hereof; and
 - (ii) Any other exceptions approved by City in writing.

- (b) Deliver to City a Texas Owner's Title Policy, issued by Title Company, in City's favor in the full amount of the Consideration, or as otherwise agreed upon by the Parties, insuring City's fee simple title, subject only to those title exceptions listed above, such other exceptions as may be approved in writing by City, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy.
- (c) Deliver possession of the City Lots to the City.

City's Obligations

4.04 The obligation of ISD to consummate the transactions contemplated hereunder is contingent upon the following:

- (a) Elimination or modification satisfactory to ISD in its reasonable discretion of all unacceptable matters on the ISD Lots identified by ISD pursuant to the procedures set forth in Section 3.02;
- (b) City representations and warranties contained herein shall be true and correct in all material respects as of the Closing Date; and
- (c) As of the Closing Date, City shall have performed its obligations hereunder in all material respects and all deliveries to be made by City at closing have been tendered.

4.05 At the Closing, City shall:

- (a) Deliver to ISD a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title in fee simple in and to the City's undivided one-half interest in the ISD Lots, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for the following:
 - (i) Any exceptions approved by ISD pursuant to Article III hereof;
and
 - (ii) Any other exceptions approved by ISD in writing.
- (b) Deliver to ISD a Texas Owner's Title Policy, issued by Title Company, in ISD's favor in the full amount of the Consideration, insuring ISD's fee simple title to the ISD Lots subject only to those title exceptions listed above, such other exceptions as may be approved in writing by City, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy.
- (d) Deliver to ISD possession of the ISD Lots.

Closing Costs

4.06 All costs and expenses of Closing in consummating the sale and purchase of the City Lots and ISD Lots shall be shared equally by the Parties, except for attorney's fees which shall be paid by the Party incurring them.

ARTICLE V REPRESENTATIONS

5.01 ISD and the City each represents and warrants to the other that to the best of its knowledge, as of the closing date, as follows:

- (a) There are no parties in possession of any portion of the City Lots and ISD Lots as lessees, tenants at sufferance, or trespassers;
- (b) Each Party has complied with all applicable laws, ordinances, regulations, and restrictions relating to the Property, or any part of it;
- (c) Each Party is not aware of any material physical defects to the Property;
- (d) Each Party is not aware of any environmental hazards or conditions that affect the Property; and
- (e) Except for the underground fuel tanks currently on Lot 7, each Party is not aware that the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, or any underground tanks or containers.

5.02 ISD and City agree that the Property to be conveyed as provided herein will be conveyed in its current "as is" condition and without any warranty or representation as to the condition of the Property, other than the special warranty as to title contained in the deeds to the Property.

ARTICLE VI MISCELLANEOUS

Assignment of Contract

6.01 Neither Party may assign any interest in this Contract without consent or approval of the other Party.

Survival of Covenants

6.02 Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated hereby shall survive the closing and shall not be merged therein.

Notice

6.03 Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to ISD or City, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

6.04 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

6.05 This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

6.08 Time is of the essence in this Contract.

Gender

6.09 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

6.10 Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

6.11 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, the Parties are hereby advised that it should be furnished with or obtain a policy of title insurance or the Parties should have the abstract covering Tract 1 and Tract 2 examined by an attorney of the Parties' own selection.

Effective Date

6.12 This Contract shall be effective as of the date it is approved by the City of Round Rock City Council, which date is indicated beneath the City's signature below.

Counterparts

6.13 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[Signature pages follow.]

ROUND ROCK INDEPENDENT SCHOOL DISTRICT

By: _____

Address: _____

Printed Name: _____

Its: _____

Date: _____

CITY:

CITY OF ROUND ROCK,

By: _____
CRAIG MORGAN, Mayor

Address: 221 East Main St.
Round Rock, Texas 78664

Date: _____

Attest:

For City, Approved as to Form:

Sara White, City Clerk

Stephan L. Sheets, City Attorney

COUNTY OF WILLIAMS
VOL. 1455/PAGE 227

**BENCHMARK:
SEE NOTE BELOW.**

30' WIDE ACCESS EASEMENT
VOL. 564/PG. 691

COUNTY OF WILLIAMSON -
VOL. 1455/PG. 235
0.347 AC.

LOT 4
15.599 AC.

(SEE PAGE 2)

LUTHER PETERSON PLACE
(90' RIGHT-OF-WAY)

LOT 5
7.681 AC.

CURVE TABLE						
NO.	RADIUS	DELTA	YAL	LENGTH	CHORD	BEARING
C-1	20.00'	88°43'52"	19.56'	30.97'	22.97'	S62°06'11"W
C-2	20.00'	91°16'02"	20.45'	31.86'	22.60'	S65°35'49"E
C-3	200.00'	11°50'02"	33.16'	66.08'	65.96'	N78°23'08"E
C-4	200.00'	28°27'35"	81.15'	158.93'	157.23'	S83°26'03"E
C-5	200.00'	40°17'38"	117.40'	225.04'	220.43'	S88°25'04"E
C-6	200.00'	40°17'38"	66.58'	101.75'	106.44'	N68°23'04"W
C-7	200.00'	40°59'10"	111.12'	223.30'	221.82'	N67°53'59"W
C-8	200.00'	11°50'02"	28.16'	44.13'	44.03'	S75°10'29"E
C-9	200.00'	11°50'02"	28.16'	44.13'	44.03'	N75°10'29"W
C-10	200.00'	40°59'10"	81.80'	162.66'	160.29'	S88°25'04"E

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

That I, Cecil Jacobson Chisholm, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Round Rock, Texas.

David Jackson 5.2.95

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Joe M. Baker, do hereby certify that the information contained on this page is true and correct to the best of my knowledge and belief, and that it does not conflict with the subdivision evidences and the stormwater drainage policy adopted by the City of Round Rock, Texas.

JOE M. BAKER

Joe M. Baker, Registered Professional Engineer No. 265224

SUNRISE ROAD (COUNTY ROAD No. 116)

SCALE: 1"=100'

INDIAN MEADOWS

FLOOD PLAN NOTE:

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 444610202D FOR WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS, DATED SEPT. 27, 1971, PORTIONS OF THE PROPERTY SHOWN HEREON ARE WITHIN SPECIAL FLOOD HAZARD AREAS BOUNDARY BY 100-YEAR FLOOD, ZONE AE AND ZONE X (SHADED).

PLAY NOTES:

[illegible]

**APPLIGATE
CIRCLE**

FINAL PLAT OF

LUTHER PETERSON SUBDIVISION

PAGE 1 OF 5

1995-171-56

Baker-Alcklen & Associates, Inc.
Consulting Engineers

5111 JEFFERSON BLVD.
SUITE 107
ALBANY, TEXAS 75310
(512) 344-0800

EXHIBIT

"A"

Tables

APPROX. 77,443 ACRES
SUNSET, DAWN, JAGGED SUNSET, AEST, 120
WILLIAMSON COUNTY, TEXAS
NUMBER OF BLOCKS: 1
NUMBER OF LOTS: 8
LINEAL FEET OF NEW STREETS: 2,224.62
DATE: APRIL 28, 1985
SUNSET, BROWN, AUSTIN & ASSOC., INC.
DRAFTER: DAVID W. AUSTIN & ASSOC., INC.

CURVE TABLE					
NO.	RADIUS	DELTA	TAN.	LENGTH	CHORD
C-11	230.00'	39°15'18"	81.85'	157.44'	154.38'
C-12	83.00'	57°10'07"	43.22'	82.87'	79.43'
C-13	83.00'	148°23'37"	255.48'	210.85'	158.49'
C-14	83.00'	58°42'34"	44.73'	82.15'	78.04'

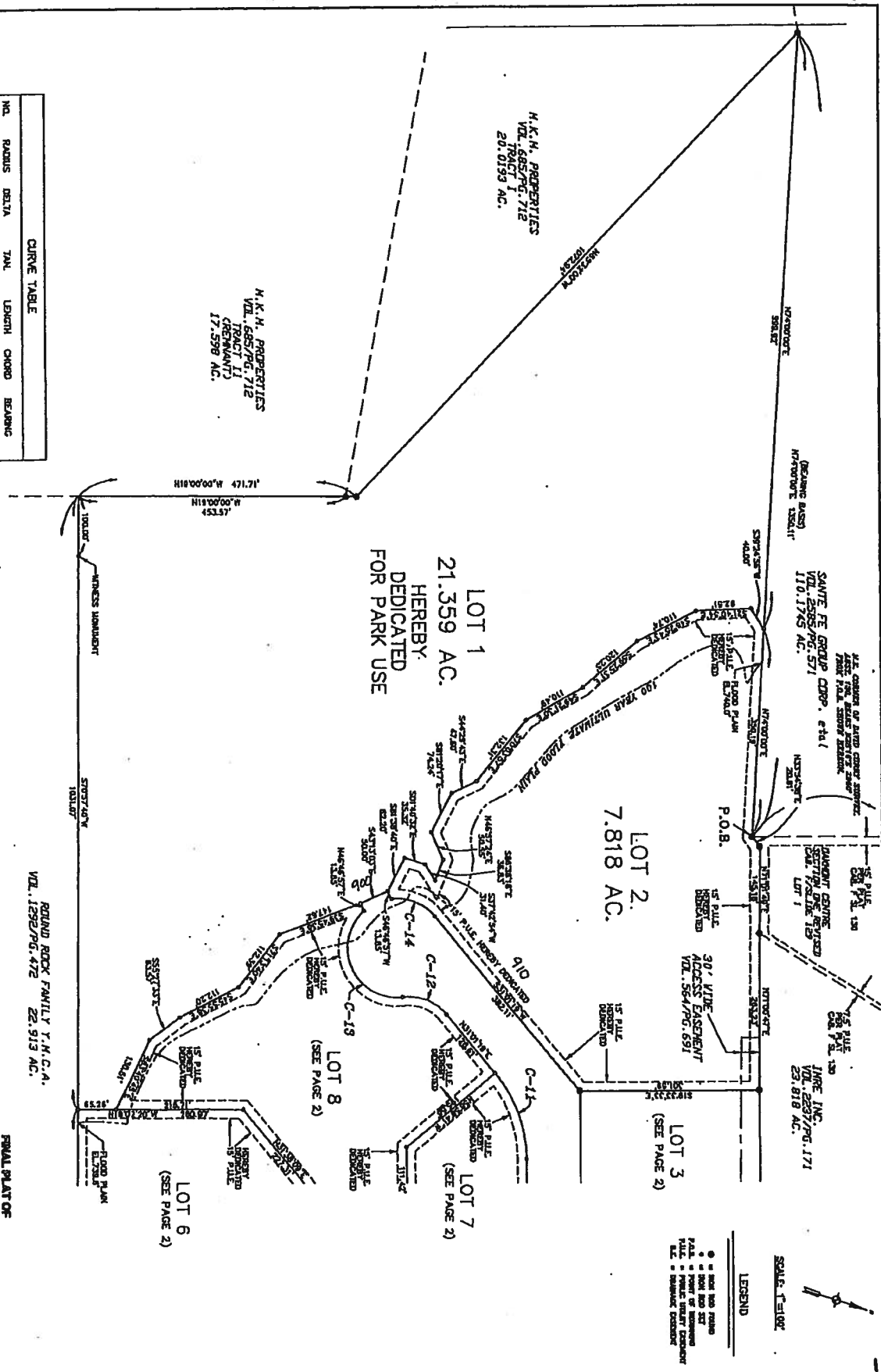
ROUND ROCK FAMILY T.H.C.A.
VOL. 1289/Pg. 472 22.913 AC.

LUTHER PETERSON SUBDIVISION

PAGE 3 OF 5

Baker-Aicklen
& Associates, Inc.
Consulting Engineers
1911 EASTWICK ROAD
JACKSON, MISSISSIPPI 39209
(601) 366-4800

1995-176FP



Property R349111 Owner ROUND ROCK ISD & CITY Property Address 900 LUTHER PLACE, ROUND ROCK, TX 78665 2017 Assessed Value \$53,398

2018 GENERAL INFORMATION

Property Status Active
 Property Type Land - Transitional
 Legal Description **S6118 - Luther Peterson Sub, Lot 1, ACRES 21.359, (PARKLAND)**
 Neighborhood R20 - East Round Rock Vacant
 Account R-16-4368-0000-0001
 Map Number 3-4327

2017 VALUE INFORMATION

Improvement Homestead Value \$0
 Improvement Non-Homestead Value \$0
 Total Improvement Market Value \$0

Land Homestead Value \$0
 Land Non-Homestead Value \$0
 Land Agricultural Market Value \$0

Total Land Market Value \$53,398

Print
property
information

2018 OWNER INFORMATION

Owner Name ROUND ROCK ISD & CITY
 Owner ID 0425997
 Exemptions Exempt Property
 Percent Ownership 100%
 Mailing Address 1311 ROUND ROCK AVE ROUND ROCK, TX 78601-4999

Total Market Value \$53,398
 Agricultural Use \$0
 Total Appraised Value \$53,398
 Homestead Cap Loss -\$0
 Total Assessed Value \$53,398

2017 ENTITIES & EXEMPTIONS

Special Exemptions EX - Exempt Property

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100	TAX CEILING
<input checked="" type="checkbox"/> CAD- Williamson CAD		\$0	\$0	0	0
<input checked="" type="checkbox"/> CRR- City of Round Rock		\$0	\$0	0.425	0
<input checked="" type="checkbox"/> GWI- Williamson CO		\$0	\$0	0.436529	0
<input checked="" type="checkbox"/> J01- Aus Comm Coll		\$0	\$0	0.1008	0
<input checked="" type="checkbox"/> RFM- Wmsn CO FM/RD		\$0	\$0	0.04	0
<input checked="" type="checkbox"/> SRR- Round Rock ISD		\$0	\$0	1.3325	0
<input checked="" type="checkbox"/> W09- Upper Brshy Cr WC&ID # 1A		\$0	\$0	0.019823	0

TOTALS 2.354652

2017 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE LOSS	LAND SIZE
1 - Vacant Land	XV - Other Exemptions	No	\$53,398	\$0	21.359000 acres
TOTALS					930,398 Sq. ft / 21.359000 acres

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG LOSS	APPRAISED	HS CAP LOSS	ASSESSED
2016	\$0	\$53,398	\$53,398	\$0	\$0	\$53,398	\$0	\$53,398
2015	\$0	\$48,592	\$48,592	\$0	\$0	\$48,592	\$0	\$48,592
2014	\$0	\$48,592	\$48,592	\$0	\$0	\$48,592	\$0	\$48,592
2013	\$0	\$48,592	\$48,592	\$0	\$0	\$48,592	\$0	\$48,592
2012	\$0	\$48,592	\$48,592	\$0	\$0	\$48,592	\$0	\$48,592

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
10/14/1994	ROUND ROCK ISD & CITY	ROUND ROCK ISD & CITY	-	2671/006

EXHIBIT

"B"

Property R349217 Owner ROUND ROCK ISD & CITY Property Address 910 LUTHER PLACE, ROUND ROCK, TX 78665 2017 Assessed Value \$1,652,306

2018 GENERAL INFORMATION

Property Status Active
 Property Type C4
 Legal Description LUTHER PETERSON SUB, LOT 2, ACRES 7.818
 Neighborhood R20CO - Rr East City, CMC
 Account R-16-4368-0000-0002
 Map Number 3-4927

2018 OWNER INFORMATION

Owner Name ROUND ROCK ISD & CITY
 Owner ID 0425997
 Exemptions Exempt Property
 Percent Ownership 100%
 Mailing Address 1311 ROUND ROCK AVE ROUND ROCK, TX 78681-4999

2017 VALUE INFORMATION

Improvement Homesite Value \$0
 Improvement Non-Homesite Value \$600,000
 Total Improvement Market Value \$600,000
 Land Homesite Value \$0
 Land Non-Homesite Value \$1,052,306
 Land Agricultural Market Value \$0
 Total Land Market Value \$1,052,306
 Total Market Value \$1,652,306
 Agricultural Use \$0
 Total Appraised Value \$1,652,306
 Homestead Cap Loss \$0
 Total Assessed Value \$1,652,306

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property
information

2017 ENTITIES & EXEMPTIONS

Special Exemptions EX - Exempt Property

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100	TAX CEILING
CAD- Williamson CAD		\$0	\$0	0	0
CRR- City of Round Rock		\$0	\$0	0.425	0
GWI- Williamson CO		\$0	\$0	0.436529	0
J01- Aus Comm Coll		\$0	\$0	0.1008	0
RFM- Wmsn CO FM/RD		\$0	\$0	0.04	0
SRR- Round Rock ISD		\$0	\$0	1.3325	0
W09- Upper Brshy Cr WC&ID # 1A		\$0	\$0	0.019823	0
TOTALS			2.354652		

2017 IMPROVEMENTS

Expand/Collapse All

Improvement #1 State Code Homesite Total Main Area Market Value
 - XV - Other Exemptions No - \$600,000

RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	ADD'L INFO
1	Main Area	2001	-	\$600,000	Details

2017 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE LOSS	LAND SIZE
1 - Commercial	XV - Other Exemptions	No	\$1,052,306	\$0	340,552 Sq. ft
TOTALS			340,552 Sq. ft / 7.817998 acres		

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG LOSS	APPRAISED	HS CAP LOSS	ASSESSED
2016	\$600,000	\$1,052,306	\$1,652,306	\$0	\$0	\$1,652,306	\$0	\$1,652,306
2015	\$600,000	\$1,042,089	\$1,642,089	\$0	\$0	\$1,642,089	\$0	\$1,642,089
2014	\$600,000	\$1,042,089	\$1,642,089	\$0	\$0	\$1,642,089	\$0	\$1,642,089
2013	\$600,000	\$1,021,656	\$1,621,656	\$0	\$0	\$1,621,656	\$0	\$1,621,656
2012	\$300,000	\$1,021,656	\$1,321,656	\$0	\$0	\$1,321,656	\$0	\$1,321,656

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
10/14/1994	ROUND ROCK ISD & CITY	ROUND ROCK ISD & CITY	-	2671/006

Property R349219 Owner ROUND ROCK ISD & CITY Property Address 930 LUTHER PLACE, ROUND ROCK, TX 78665 2017 Assessed Value \$2,449,569

2018 GENERAL INFORMATION

Property Status Active
 Property Type Land
 Legal Description LUTHER PETERSON SUB, LOT 4, ACRES 15.599
 Neighborhood R20 - East Round Rock Vacant
 Account R-16-4366-0000-0004
 Map Number 3-4327

2018 OWNER INFORMATION

Owner Name ROUND ROCK ISD & CITY
 Owner ID 0425997
 Exemptions Exempt Property
 Percent Ownership 100%
 Mailing Address 1311 ROUND ROCK AVE ROUND ROCK, TX 78681-4999

2017 VALUE INFORMATION

Improvement Homesite Value \$0
 Improvement Non-Homesite Value \$0
 Total Improvement Market Value \$0
 Land Homesite Value \$0
 Land Non-Homesite Value \$2,449,569
 Land Agricultural Market Value \$0
 Total Land Market Value \$2,449,569
 Total Market Value \$2,449,569
 Agricultural Use \$0
 Total Appraised Value \$2,449,569
 Homestead Cap Loss -\$0
 Total Assessed Value \$2,449,569

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2017 ENTITIES & EXEMPTIONS

Special Exemptions EX - Exempt Property

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100	TAX CEILING
CAD- Williamson CAD		\$0	\$0	0	0
CRR- City of Round Rock		\$0	\$0	0.425	0
GWI- Williamson CO		\$0	\$0	0.436529	0
J01- Aus Comm Coll		\$0	\$0	0.1008	0
RFM- Wmsn CO FM/RD		\$0	\$0	0.04	0
SRR- Round Rock ISD		\$0	\$0	1.3325	0
W09- Upper Brshy Cr WC&ID # 1A		\$0	\$0	0.019823	0
TOTALS				2.354652	

2017 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE LOSS	LAND SIZE
1 - Vacant Land	XV - Other Exemptions	No	\$2,449,569	\$0	679,492 Sq. ft
TOTALS					679,492 Sq. ft / 15.598990 acres

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG LOSS	APPRAISED	HS CAP LOSS	ASSESSED
2016	\$0	\$2,449,569	\$2,449,569	\$0	\$0	\$2,449,569	\$0	\$2,449,569
2015	\$0	\$2,425,786	\$2,425,786	\$0	\$0	\$2,425,786	\$0	\$2,425,786
2014	\$0	\$2,425,786	\$2,425,786	\$0	\$0	\$2,425,786	\$0	\$2,425,786
2013	\$0	\$2,378,222	\$2,378,222	\$0	\$0	\$2,378,222	\$0	\$2,378,222
2012	\$0	\$2,378,222	\$2,378,222	\$0	\$0	\$2,378,222	\$0	\$2,378,222

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
10/14/1994	ROUND ROCK ISD & CITY	ROUND ROCK ISD & CITY	-	2671/006

Property R349220 Owner ROUND ROCK ISD & CITY Property Address 931 LUTHER PLACE, ROUND ROCK, TX 78665 2017 Assessed Value \$16,464,641

2018 GENERAL INFORMATION

Property Status Active
Property Type C4
Legal Description LUTHER PETERSON SUB, LOT 5, ACRES 7.681
Neighborhood R20CS - Rr East School
Account R-16-4368-0000-0005
Map Number 3-4327

2018 OWNER INFORMATION

Owner Name ROUND ROCK ISD & CITY
Owner ID 0425997
Exemptions Exempt Property
Percent Ownership 100%
Mailing Address 1311 ROUND ROCK AVE ROUND ROCK, TX 78601-4999

2017 VALUE INFORMATION

Improvement Homesite Value \$0
Improvement Non-Homesite Value \$15,000,000
Total Improvement Market Value \$15,000,000
Land Homesite Value
Land Non-Homesite Value \$1,464,641
Land Agricultural Market Value \$0
Total Land Market Value \$1,464,641
Total Market Value \$16,464,641
Agricultural Use \$0
Total Appraised Value \$16,464,641
Homestead Cap Loss -\$0
Total Assessed Value \$16,464,641

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2017 ENTITIES & EXEMPTIONS

Special Exemptions EX - Exempt Property

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100	TAX CEILING
CAD-Williamson CAD		\$0	\$0	0	0
CRR- City of Round Rock		\$0	\$0	0.425	0
GWI- Williamson CO		\$0	\$0	0.436529	0
J01- Aus Comm Coll		\$0	\$0	0.1008	0
RFM- Wmsn CO FM/RD		\$0	\$0	0.04	0
SRR- Round Rock ISD		\$0	\$0	1.3325	0
W09- Upper Brshy Cr WC&ID # 1A		\$0	\$0	0.019823	0
TOTALS			2,354,652		

2017 IMPROVEMENTS

▼ Expand/Collapse All

Improvement #1	State Code	Homesite	Total Main Area	Market Value	
-	XV - Other Exemptions	No	-	\$15,000,000	
RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	ADD'L INFO
1	Main Area	2001	-	\$10,000,000	▼ Details
2	Main Area	2008	-	\$5,000,000	▼ Details

2017 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE LOSS	LAND SIZE
1 - Commercial	XV - Other Exemptions	No	\$1,464,641	\$0	334,584 Sq. ft
TOTALS					334,584 Sq. ft / 7.680992 acres

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG LOSS	APPRAISED	HS CAP LOSS	ASSESSED
2016	\$15,000,000	\$1,464,641	\$16,464,641	\$0	\$0	\$16,464,641	\$0	\$16,464,641
2015	\$15,000,000	\$1,450,422	\$16,450,422	\$0	\$0	\$16,450,422	\$0	\$16,450,422
2014	\$15,000,000	\$1,450,422	\$16,450,422	\$0	\$0	\$16,450,422	\$0	\$16,450,422
2013	\$15,000,000	\$1,421,982	\$16,421,982	\$0	\$0	\$16,421,982	\$0	\$16,421,982
2012	\$15,000,000	\$1,421,982	\$16,421,982	\$0	\$0	\$16,421,982	\$0	\$16,421,982

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
10/14/1994	ROUND ROCK ISD & CITY	ROUND ROCK ISD & CITY	-	2671/000

Property R349221 Owner ROUND ROCK ISD & CITY Property Address 921 LUTHER PLACE, ROUND ROCK, TX 78665 2017 Assessed Value \$2,550,058

2018 GENERAL INFORMATION

Property Status Active
 Property Type C4
 Legal Description LUTHER PETERSON SUB, LOT 6, ACRES 11.516
 Neighborhood R20CS - Jr East School
 Account R-16-4368 0000-0006
 Map Number 3-4327

2018 OWNER INFORMATION

Owner Name ROUND ROCK ISD & CITY
 Owner ID 0425997
 Exemptions Exempt Property
 Percent Ownership 100%
 Mailing Address 1311 ROUND ROCK AVE ROUND ROCK, TX 78601-4999

2017 VALUE INFORMATION

Improvement Homesite Value \$0
 Improvement Non-Homesite Value \$1,000,000
 Total Improvement Market Value \$1,000,000
 Land Homesite Value
 Land Non-Homesite Value \$1,550,058
 Land Agricultural Market Value \$0
 Total Land Market Value \$1,550,058
 Total Market Value \$2,550,058
 Agricultural Use \$0
 Total Appraised Value \$2,550,058
 Homestead Cap Loss -\$0
 Total Assessed Value \$2,550,058

Print
 property
 information

2017 ENTITIES & EXEMPTIONS

Special Exemptions EX - Exempt Property

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100	TAX CEILING
CAD - Williamson CAD		\$0	\$0	0	0
CRR - City of Round Rock		\$0	\$0	0.425	0
GWI - Williamson CO		\$0	\$0	0.436529	0
J01 - Aus Comm Coll		\$0	\$0	0.1008	0
RFM - Wmsn CO FM/RD		\$0	\$0	0.04	0
SRR - Round Rock ISD		\$0	\$0	1.3325	0
W09 - Upper Brshy Cr WC&D # 1A		\$0	\$0	0.019823	0
TOTALS				2.354652	

2017 IMPROVEMENTS

Expand/Collapse All

Improvement #1 State Code Homesite Total Main Area Market Value
 - No - \$1,000,000
 XV - Other Exemptions

RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	ADD'L INFO
1	Main Area	1996	-	\$1,000,000	Details

2017 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE LOSS	LAND SIZE
1 - Commercial	XV - Other Exemptions	No	\$1,550,058	\$0	501,637 Sq. ft
TOTALS					501,637 Sq. ft / 11.516001 acres

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG LOSS	APPRAISED	HS CAP LOSS	ASSESSED
2016	\$1,000,000	\$1,550,058	\$2,550,058	\$0	\$0	\$2,550,058	\$0	\$2,550,058
2015	\$1,000,000	\$1,535,009	\$2,535,009	\$0	\$0	\$2,535,009	\$0	\$2,535,009
2014	\$1,000,000	\$1,535,009	\$2,535,009	\$0	\$0	\$2,535,009	\$0	\$2,535,009
2013	\$1,000,000	\$1,504,911	\$2,504,911	\$0	\$0	\$2,504,911	\$0	\$2,504,911
2012	\$1,000,000	\$1,504,911	\$2,504,911	\$0	\$0	\$2,504,911	\$0	\$2,504,911

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
10/14/1994	ROUND ROCK ISD & CITY	ROUND ROCK ISD & CITY	-	2671/006

Property R349222 Owner ROUND ROCK ISD & CITY Property Address 911 LUTHER PLACE, ROUND ROCK, TX 78665

2017 Assessed Value
\$1,282,525

2018 GENERAL INFORMATION

Property Status Active
Property Type C4
Legal Description LUTHER PETERSON SUB, LOT 7, ACRES 2.099
Neighborhood R20CX - Rr East CMc Other
Account R-16-4368-0000-0007
Map Number 3-4327

2018 OWNER INFORMATION

Owner Name ROUND ROCK ISD & CITY
Owner ID 0425997
Exemptions Exempt Property
Percent Ownership 100%
Mailing Address 1311 ROUND ROCK AVE ROUND ROCK, TX 78681-4999

2017 VALUE INFORMATION

Improvement Homesite Value \$0
Improvement Non-Homesite Value \$1,000,000
Total Improvement Market Value \$1,000,000
Land Homesite Value \$0
Land Non-Homesite Value \$282,525
Land Agricultural Market Value \$0
Total Land Market Value \$282,525
Total Market Value \$1,282,525
Agricultural Use \$0
Total Appraised Value \$1,282,525
Homestead Cap Loss -\$0
Total Assessed Value \$1,282,525

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2017 ENTITIES & EXEMPTIONS

Special Exemptions EX - Exempt Property

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100	TAX CEILING
CAD-Williamson CAD		\$0	\$0	0	0
CRR- City of Round Rock		\$0	\$0	0.425	0
GWI- Williamson CO		\$0	\$0	0.436529	0
J01- Aus Comm Coll		\$0	\$0	0.1008	0
RFM- Wmsn CO FM/RD		\$0	\$0	0.04	0
SRR- Round Rock ISD		\$0	\$0	1.3325	0
W09- Upper Brshy Cr WC&ID # 1A		\$0	\$0	0.019823	0
TOTALS			2.354652		

2017 IMPROVEMENTS

▼ Expand/Collapse All

Improvement #1 State Code Homesite Total Main Area Market Value
- XV - Other Exemptions No - \$1,000,000

RECORD	TYPE	YEAR BUILT	SQ. FT.	VALUE	ADD'L INFO
1	Main Area	1996		\$1,000,000	▼ Details

2017 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE LOSS	LAND SIZE
1 - Commercial	XV - Other Exemptions	No	\$282,525	\$0	91,432 Sq. ft
TOTALS					91,432 Sq. ft / 2.098990 acres

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG LOSS	APPRAISED	HS CAP LOSS	ASSESSED
2016	\$1,000,000	\$282,525	\$1,282,525	\$0	\$0	\$1,282,525	\$0	\$1,282,525
2015	\$1,000,000	\$279,782	\$1,279,782	\$0	\$0	\$1,279,782	\$0	\$1,279,782
2014	\$1,000,000	\$279,782	\$1,279,782	\$0	\$0	\$1,279,782	\$0	\$1,279,782
2013	\$1,000,000	\$274,296	\$1,274,296	\$0	\$0	\$1,274,296	\$0	\$1,274,296
2012	\$1,000,000	\$274,296	\$1,274,296	\$0	\$0	\$1,274,296	\$0	\$1,274,296

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
10/14/1994	ROUND ROCK ISD & CITY	ROUND ROCK ISD & CITY	-	2671/006

Property R349223 Owner ROUND ROCK ISD & CITY Property Address 901 LUTHER PLACE, ROUND ROCK, TX 78665

2017 Assessed Value \$797,617

2018 GENERAL INFORMATION

Property Status Active
Property Type C4
Legal Description LUTHER PETERSON SUB, LOT 8, ACRES 3.697
Neighborhood R20CO - Rr East City, Civic
Account R-16-4368-0000-0000
Map Number 3-4327

2018 OWNER INFORMATION

Owner Name ROUND ROCK ISD & CITY
Owner ID 0425997
Exemptions Exempt Property
Percent Ownership 100%
Mailing Address 1311 ROUND ROCK AVE ROUND ROCK, TX 78681-4999

2017 VALUE INFORMATION

Improvement Homesite Value \$0
Improvement Non-Homesite Value \$300,000
Total Improvement Market Value \$300,000
Land Homesite Value \$0
Land Non-Homesite Value \$497,617
Land Agricultural Market Value \$0
Total Land Market Value \$497,617
Total Market Value \$797,617
Agricultural Use \$0
Total Appraised Value \$797,617
Homestead Cap Loss -\$0
Total Assessed Value \$797,617

Print
property
information

2017 ENTITIES & EXEMPTIONS

Special Exemptions EX - Exempt Property

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100	TAX CEILING
CAD- Williamson CAD		\$0	\$0	0	0
CRR- City of Round Rock		\$0	\$0	0.425	0
GWI- Williamson CO		\$0	\$0	0.436529	0
J01- Aus Comm Coll		\$0	\$0	0.1008	0
RFM- Wmsn CO FM/RD		\$0	\$0	0.04	0
SRR- Round Rock ISD		\$0	\$0	1.3325	0
W09- Upper Brshy Cr WC&ID # 1A		\$0	\$0	0.019823	0
TOTALS			2.354652		

2017 IMPROVEMENTS

Expand/Collapse All

Improvement #1	State Code	Homesite	Total Main Area	Market Value	
-	XV - Other Exemptions	No	-	\$300,000	
RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	ADD'L INFO
1	Main Area	2001	-	\$300,000	Details

2017 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE LOSS	LAND SIZE
1 - Commercial	XV - Other Exemptions	No	\$497,617	\$0	161,041 Sq. ft
TOTALS			161,041 Sq. ft / 3.696993 acres		

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG LOSS	APPRAISED	HS CAP LOSS	ASSESSED
2016	\$300,000	\$497,617	\$797,617	\$0	\$0	\$797,617	\$0	\$797,617
2015	\$300,000	\$492,785	\$792,785	\$0	\$0	\$792,785	\$0	\$792,785
2014	\$300,000	\$492,785	\$792,785	\$0	\$0	\$792,785	\$0	\$792,785
2013	\$300,000	\$483,123	\$783,123	\$0	\$0	\$783,123	\$0	\$783,123
2012	\$300,000	\$483,123	\$783,123	\$0	\$0	\$783,123	\$0	\$783,123

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
10/14/1994	ROUND ROCK ISD & CITY	ROUND ROCK ISD & CITY	-	2671/006



City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement with Brazos River Authority, Williamson County, City of Georgetown, and Brushy Creek Municipal Utility District regarding the relocation of portions of the Williamson County Regional Raw Water Line.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/11/2018

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

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Map

Department: Utilities and Environmental Services

Text of Legislative File 2018-5098

The City of Round Rock shares ownership with the City of Georgetown and Brushy Creek Municipal Utility District(MUD) in the 28 miles of 48-inch raw water line that transports raw water from Lake Stillhouse Hollow to Lake Georgetown. The Brazos River Authority (BRA) is operator of the line which is known as the Williamson County Regional Raw Waterline. Williamson County is improving the intersections at Ronald Reagan Boulevard and County Road 305 and will need to relocate the raw water line due to the new road construction at their cost. This project has been publicly bid and is ready to proceed to construction in order to complete the relocations while there is low demand for water production by the Cities of Round Rock and Georgetown and Brushy Creek MUD. Williamson County drafted this Interlocal Agreement (ILA) and legal representatives from Georgetown, Brushy Creek MUD, Round Rock and BRA have reviewed the ILA as it is being presented for signature. Each entity is in the process of presenting this ILA to their respective governing bodies for consideration.

RESOLUTION NO. R-2018-5098

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 Brazos River Authority, Williamson County, City of Georgetown, and Brushy Creek Municipal Utility District regarding the relocation of portions of the Williamson County Regional Raw Water Line, 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 Regarding Relocation of Water System Improvements with Brazos River Authority, Williamson County, City of Georgetown, and Brushy Creek Municipal Utility District, 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 11th day of January, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§
§

KNOW ALL BY THESE PRESENTS:

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("Agreement") is entered into between Brazos River Authority ("BRA"), Williamson County, a political subdivision of the State of Texas (the "County"), the City of Round Rock, Texas ("Round Rock"), the City of Georgetown, Texas ("Georgetown"), and Brushy Creek Municipal Utility District ("BCMUD"), collectively referred to as the "Parties".

WHEREAS, the BRA operates the Williamson County Regional Raw Water Line ("WCRRWL"), which consists of approximately 28 miles of pipeline, needed to convey water from Stillhouse Hollow Lake to Lake Georgetown; and

WHEREAS, the County is and has been in the process of improving County Road 305 at IH 35 (the "CR 305 Project") and Ronald Reagan Boulevard at IH 35 (the "RRB Project"), collectively referred to herein as the "Projects"; and

WHEREAS, the re-alignment of roads contemplated by the Projects will necessitate the relocation of certain sections of the WCRRWL; and

WHEREAS, Round Rock, Georgetown, BCMUD, and BRA are parties to the Williamson County Regional Raw Water Line Agreement, which sets forth the agreements relating to oversight, operations and maintenance of the WCRRWL; and

WHEREAS, in an effort to facilitate the Projects, the County desires to relocate portions of the WCRRWL into new right-of-way; thus, this Agreement sets forth the terms and conditions for the relocation of portions of the WCRRWL.

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. STATEMENT OF INTENT

1.01 General. The purpose of this Agreement is to set forth the responsibilities and obligations of the Parties relating to relocation of the WCRRWL.

1.02 Relocation of Waterline. The County will, at its sole expense, relocate the impacted sections of the WCRRWL (hereinafter the "Waterline Adjustments"), in

accordance with construction plans and specifications set forth in “Exhibit A” for the CR 305 Project and “Exhibit B” for the RRB Project.

1.03 County’s Responsibilities. To accomplish the Waterline Adjustments, the County will perform the following tasks:

(a) Obtain and provide twenty (20) foot easements, including providing title insurance acceptable to BRA on all easement areas, to the BRA for the relocated sections of the WCRRWL;

(b) In the event WCRRWL easements are in areas where the County will be abandoning roadways for the Projects, the County shall ensure that the BRA’s easements remain intact;

(c) Grant the BRA a permanent waterline easement, including providing title insurance acceptable to BRA on all easement areas, in all County owned areas where the WCRRWL is located and currently located in a utility agreement between BRA and the County;

(d) Prepare design and construction plans and specifications for the Waterline Adjustments, signed and sealed by a professional engineer licensed in the State of Texas;

(e) Manage the design and construction of the Waterline Adjustments;

(f) Pay any and all design and utility relocation costs;

(g) Contract for construction of the Waterline Adjustments with a contractor meeting the requirements set forth in “Exhibit C”;

(h) Reimburse Round Rock for inspection services within 30 days of receipt of proof of payment by Round Rock;

(i) Execute a Bill of Sale and Assignment of Owned Real Property with BRA to acquire right, title and interest in all surplus real property, resulting from the Waterline Adjustments, and ownership of all materials, debris and components, resulting from the Waterline Adjustments, and accept responsibility for proper disposal, in substantially the form noted in “Exhibit D”; and

(j) Provide a Resident Project Representative for the Projects acceptable to the Parties to perform the activities set forth on “Exhibit E”.

1.04 BRA’s Responsibilities. BRA will perform the following with respect to the Waterline Adjustments:

(a) Review and approve all easement documents and potential title issues prior to any relocation activities. If BRA discovers a title issue, BRA shall notify the County and provide the County an opportunity to cure the defect.

- (b) Provide comments on review of designs submitted for consideration by the other Parties within 21 calendar days of receipt;
- (c) Designate a point of contact for review of designs and agreements submitted by the County; and
- (d) Transfer to the County interest in all surplus real property, resulting from the Waterline Adjustments, and ownership of all materials, debris and components, resulting from the Waterline Adjustments, in substantially the form noted in "Exhibit D".

1.05 Round Rock's Responsibilities. Round Rock will perform the following with respect to the Waterline Adjustments:

- (a) Provide review of designs submitted for approval by the other Parties within 21 calendar days of receipt; and
- (b) Provide a construction inspector OR acquire professional construction inspection services on behalf of the WCRRWL parties for the Projects and, in that regard, perform the activities set forth on "Exhibit F".

1.06 Georgetown's Responsibilities. Georgetown will perform the following with respect to the Waterline Adjustments:

- (a) Provide review of designs submitted for approval by the other Parties within 21 calendar days of receipt.

1.07 BCMUD's Responsibilities. BCMUD will perform the following with respect to the Waterline Adjustments:

- (a) Provide review of designs submitted for approval by the other Parties within 21 calendar days of receipt

1.08 Continuation of Service. The County agrees that the Waterline Adjustments shall be undertaken so as to minimize any disruption of water service to existing customers of BRA, Round Rock, Georgetown, and BCMUD, and will not result in the loss of water service to any such customers for a period of no more than five (5) days. In addition, the County shall provide the Parties 30 days' written notice of any scheduled disruption to water service caused by the Waterline Adjustments.

II. CONSTRUCTION OF PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County shall, at its sole expense, complete and construct the Waterline Adjustments as set forth in this Agreement.

2.02 Construction Plans. The County shall submit the Waterline Adjustments project plans and specifications (the "Project Plans") and all timelines and construction schedules, and any changes or modifications thereto, to the Parties for review prior to commencing construction.

2.03 Inspection. Round Rock shall inspect the Project Plans and the physical improvements related to Waterline Adjustments. If Round Rock determines that the construction by the County is not in accordance with the approved Project Plans, Round Rock shall provide notice to the County of any construction deficiencies. Upon receipt of such notification from Round Rock, the County shall cease construction until the problem and/or deficiency can be addressed and a corrective plan of construction implemented with approval of the Parties.

2.04 Other Costs. The County shall reimburse Round Rock for all costs that Round Rock incurs for inspections related to the Waterline Adjustments within 30 days of receipt of an invoice for those costs.

2.05 Insurance, Bonds and Warranties. The County shall require the contractor for the Waterline Adjustment to name BRA as an additional insured on all bonds and policies related to the Waterline Adjustment. The County shall require the contractor to provide maintenance, performance, and payment bonds in favor of BRA for the Waterline Adjustment. The County shall transfer all warranties for the Waterline Adjustments to BRA upon final completion and acceptance of the work. Warranties shall be for a period of not less than two (2) years after completion of the Waterline Adjustments.

2.06 Indemnification. TO THE EXTENT ALLOWED BY LAW, ROUND ROCK, GEORGETOWN, AND BCMUD AGREE TO INDEMNIFY AND HOLD BRA, 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 DESIGN, CONSTRUCTION, AND RELOCATION OF THE WATERLINE ADJUSTMENTS.

TO THE EXTENT ALLOWED BY LAW, THE COUNTY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE BRA, 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 ACQUISITION OF ANY AND ALL EASEMENTS BY THE COUNTY FOR THE PROJECTS AND THE DESIGN, CONSTRUCTION, AND RELOCATION OF THE WATERLINE ADJUSTMENTS INCLUDING BUT NOT LIMITED TO DELAYS IN THE BRA'S ABILITY TO TRANSPORT WATER USING THE WCRRWL TO BRA CUSTOMERS.

III. DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV. GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 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.

4.03 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.

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

4.05 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the Project Plans.

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

4.07 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.

4.08 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:

BRA:

Brazos River Authority
4600 Cobbs Drive
Waco, Texas 76710
Attn: Trey Buzbee
Telephone: (254) 761-3168

County:

Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Judge Dan Gattis
Telephone: (512) 943-1577

Round Rock:

City of Round Rock
221 E. Main St.
Round Rock, Texas 78664
Attn: City Manager
Telephone: (512) 218-5400

Georgetown:

City of Georgetown
113 E. 8th Street
Georgetown, Texas 78626
Attn: City Manager
Telephone: (512) 930-3652

BCMUD:

Brushy Creek MUD
16318 Great Oaks Dr.
Round Rock, Texas 78681
Attn: Board President
Telephone: (512) 255-7871

4.09 Exhibit. The following exhibits are attached to this Agreement and incorporated herein by reference:

- Exhibit A - CR 305 at IH 35
- Exhibit B - Ronald Reagan at IH 35
- Exhibit C - Construction Contractor Requirements
- Exhibit D - Form of Bill of Sale and Assignment of Owned Real Property
- Exhibit E - Activities of Resident Project Representative
- Exhibit F - Construction Inspection Services

4.10 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.

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

(SIGNATURES ON FOLLOWING PAGES)

ATTEST:

BRAZOS RIVER AUTHORITY:

By: _____

Printed Name: _____ Phillip J. Ford _____

Title: _____ General Manager/CEO _____

Date: _____

ATTEST:

County Clerk

WILLIAMSON COUNTY:

By: _____
Printed Name: _____ Dan A. Gattis
Title: _____ County Judge
Date: _____

ATTEST:

City Clerk

CITY OF ROUND ROCK:

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

ATTEST:

City Secretary

CITY OF GEORGETOWN:

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

ATTEST:

**BRUSHY CREEK MUNICIPAL UTILITY
DISTRICT:**

Secretary

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT C CONSTRUCTION CONTRACTOR REQUIREMENTS

Section I. Contractor Requirements

1.1 To accomplish the Waterline Adjustments, the County shall contract with a contractor meeting the following requirements:

- i.** Provide insurance coverage as outlined in the County's Project Construction Manual.
- ii.** Provide performance, payment, and maintenance bonds as outlined in the Project Construction Manual.
- iii.** Begin work within 10 days after Notice To Proceed is given.
- iv.** Complete work items in accordance with the plans and specifications.
- v.** Complete project to Substantial Completion within 60 calendar days.
- vi.** Complete Punch List and obtain Final Completion within 30 calendar days from Substantial Completion.

EXHIBIT D
FORM OF BILL OF SALE AND ASSIGNMENT OF OWNED REAL PROPERTY

<u>NOTICE OF CONFIDENTIALITY RIGHTS</u> : IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER	<u>RECORDING INFORMATION</u>
--	------------------------------

BILL OF SALE AND ASSIGNMENT OF OWNED REAL PROPERTY

THIS BILL OF SALE AND ASSIGNMENT OF OWNED REAL PROPERTY ("**Agreement**") is entered into this ____ Day of _____, 20__ ("**Effective Date**"), by and between the **BRAZOS RIVER AUTHORITY** ("Grantor"), a river authority created by Legislative Act, under Article XVI, Section 59 of the Texas Constitution, with a mailing address of 4600 Cobbs Drive, Waco, Texas 76710, and **WILLIAMSON COUNTY**, a political subdivision of the State of Texas ("**Grantee**"), with a mailing address of _____.

RECITALS

Whereas, pursuant to the terms of an Interlocal Agreement entered into between Grantor, Grantee, Round Rock, Georgetown and BCMUD, with an effective date of _____, 20__ ("**Interlocal Agreement**"), the Grantor agreed to quitclaim, transfer and assign to Grantee the Grantor's right, title and interest in all real property and in all materials, debris and components ("**Acquired Assets**"), resulting from the Waterline Adjustments for disposal, excepting only the excluded assets that are specifically excluded under the terms of this Agreement;

Whereas, Grantee agreed to accept the transfer of the Acquired Assets and pay any and all consideration specified in the Interlocal Agreement, and upon closing, to acquire ownership of all real property and all materials, debris and components, resulting from the Waterline Adjustments, and accept responsibility for proper disposal.

Now, Therefore, for ten dollars (\$10.00) and other good and valuable consideration including a certificate of completion for the Waterline Adjustments signed and sealed by the engineer of record, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Quitclaim, Transfer, and Assignment. Grantor hereby quitclaims, assigns, transfers, sells and delivers unto Grantee all of Grantor's right, title and interest, free and clear of all liens, in and to the following Acquired Assets:

a. Certain Sections of the Williamson County Regional Raw Water Line. The impacted portions of the WCRRWL to be relocated by the Grantee due to the CR 305 Project and the RRB Project. A plat depicting the locations and extent of the WCRRWL sold hereunder is set forth in Exhibit "1", attached hereto and incorporated by reference herein for all purposes.

b. Owned Real Property. All real property estates, easements, leases, land use permits, rights, fixtures, titles and interests of the Grantor as listed on Exhibit "1", attached hereto and incorporated by reference herein for all purposes, which pertain to the use and location of the impacted sections of the WCRRWL;

c. Personal Property. All materials, supplies, machinery, equipment, improvements, and other personal property located on the portions of the Waterline Adjustments described in Subsections a. and b. above, SAVE AND EXCEPT the Excluded Assets, as listed in Section 2 of this Agreement; and

d. Records. Copies of any available land files, Agreement files, surveys, maps, plats, correspondence and other documents and instruments evidencing the BRA's title to or interest of the Acquired Assets described in Subsections a. and b. above.

TO HAVE AND TO HOLD the Acquired Assets, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's successors and assigns, forever. Neither Grantor nor Grantor's successors or assigns shall have, claim, or demand any right, title, or interest in all or any part of the Acquired Assets.

2. Exceptions. The Acquired Assets are transferred subject to:

a. the terms and conditions of that certain Interlocal Agreement by and between Grantor, Grantee, Round Rock, Georgetown, and BCMUD dated _____, 20__;

b. all of the terms and conditions of any easements, rights-of-way, leases, or other real property comprising the Owned Real Property, if any;

c. all other matters of record affecting the Owned Real Property, and all matters that would be shown on a current and accurate survey of the Owned Real Property; and

d. Grantor reserves title and ownership to the existing 16" combination air relief valve located within the RRB Project area.

3. DISCLAIMER OF WARRANTIES AND ASSUMPTION OF LIABILITIES. THE GRANTOR HEREBY DISCLAIMS ANY WARRANTY, REPRESENTATION, COVENANT, AGREEMENT, OR GUARANTY, ORAL OR WRITTEN, EXPRESS OR

IMPLIED OR BY OPERATION OF LAW, WITH RESPECT TO ANY MATTER AFFECTING THE ACQUIRED ASSETS. AS BETWEEN GRANTOR AND GRANTEE, AS OF THE EFFECTIVE DATE OF THIS AGREEMENT, GRANTEE ASSUMES AND SHALL BE RESPONSIBLE, IN ADDITION TO ALL OTHER OBLIGATIONS ASSUMED BY GRANTEE ELSEWHERE HEREIN, ALL EXISTING LIABILITIES AND OBLIGATIONS, WHETHER DISCOVERED OR NOT, RELATING TO THE ACQUIRED ASSETS, REGARDLESS OF WHEN SUCH LIABILITIES AND OBLIGATIONS AROSE, INCLUDING, BUT NOT LIMITED TO:

- a. CONTRACTUAL AND/OR STATUTORY ACTIONS FOR CONTRIBUTION OR INDEMNITY;
- b. ANY CONDITION RELATING TO THE ACQUIRED ASSETS THAT CONTAMINATES SOIL, AIR OR WATER IN A MANNER THAT VIOLATES OR IS CAUSE FOR REMEDIATION UNDER ANY APPLICABLE LAW, REGULATION, ORDINANCE, RULE OR ORDER, REGARDLESS OF WHEN THE EVENTS OCCURRED THAT CAUSED SUCH CONDITION TO EXIST;
- c. NORM, LEAD PAINT, OR ASBESTOS, REGARDLESS OF WHEN THE EVENTS OCCURRED THAT CAUSED NORM, LEAD PAINT, OR ASBESTOS TO EXIST;
- d. THE NATURE AND CONDITION OF THE ACQUIRED ASSETS, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY THEREOF FOR ANY ACTIVITY OR USE;
- e. THE COMPLIANCE OF THE ACQUIRED ASSETS WITH ANY LAWS, RULES, ORDINANCES OR REGULATION OF ANY GOVERNMENT OR OTHER BODY.

BY ITS ACCEPTANCE OF THIS BILL OF SALE AND IN CONSIDERATION OF THE QUITCLAIM BY THE GRANTOR HEREIN, GRANTEE ACKNOWLEDGES AND AGREES THAT THE GRANTOR HAS NOT MADE, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY, OR ENVIRONMENTAL CONDITION OF THE ACQUIRED ASSETS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. THE GRANTEE HEREBY ACCEPTS THE ACQUIRED ASSETS IN THEIR PRESENT CONDITION ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS.

4. Entire Agreement. Except as otherwise provided herein, this Agreement constitutes the entire agreement between Grantor and Grantee as to the subject matter hereof, and the parties do not rely upon any statement, promise or representation not herein expressed.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law rules.

6. Additional Instruments. Grantor agrees to execute and deliver to Grantee such additional and separate bills of sale or other instruments of assignment as may be necessary to further evidence the transfer of the title to any of the Acquired Assets hereby quitclaimed to Grantee.

7. Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof.

8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns.

9. Defined Terms. All capitalized terms not defined herein shall have the same meaning ascribed to them in the Interlocal Agreement.

[SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Bill of Sale and Assignment of Owned Real Property has been executed by Grantor and Grantee on the respective dates set forth below, to be effective for all purposes as of the Effective Date.

GRANTOR:

BRAZOS RIVER AUTHORITY

By: _____

Title: **GENERAL MANAGER/CEO**

Date: _____

GRANTEE:

WILLIAMSON COUNTY

By: _____

Title: _____

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

This instrument was acknowledged before me on _____, 20__ by _____, General Manager/CEO of the Brazos River Authority, a river authority of the State of Texas, on behalf of such river authority.

Notary Public for the State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 20__ by _____, _____ of Williamson County, a political subdivision of the State of Texas, on behalf of such political subdivision.

Notary Public for the State of Texas

EXHIBIT E
ACTIVITIES OF RESIDENT PROJECT REPRESENTATIVE

Section I. Resident Project Representative Activities

1.1 To accomplish the Waterline Adjustments, the County shall provide a Resident Project Representative for the Projects acceptable to the Parties. The role of the Resident Project Representative (Construction Observer) shall include, but is not limited to the following:

- i.** Review monthly pay request.
- ii.** Review project schedule.
- iii.** Coordinate testing as necessary (not including water line testing).
- iv.** Coordinate distribution of requests for information.
- v.** Prepare and administer change orders.
- vi.** Monitor traffic control plans and devices for compliance with plans.
- vii.** Monitor horizontal and vertical placement of waterline.
- viii.** Monitor backfill for proper compaction.
- ix.** Monitor erosion control and drainage for compliance with plans.
- x.** Accept and review as-built plans.
- xi.** Coordinate with BRA, TCEQ, and other agencies as necessary.
- xii.** Maintain daily diary of work performed and project issues.

EXHIBIT F CONSTRUCTION INSPECTION SERVICES

Section I. General

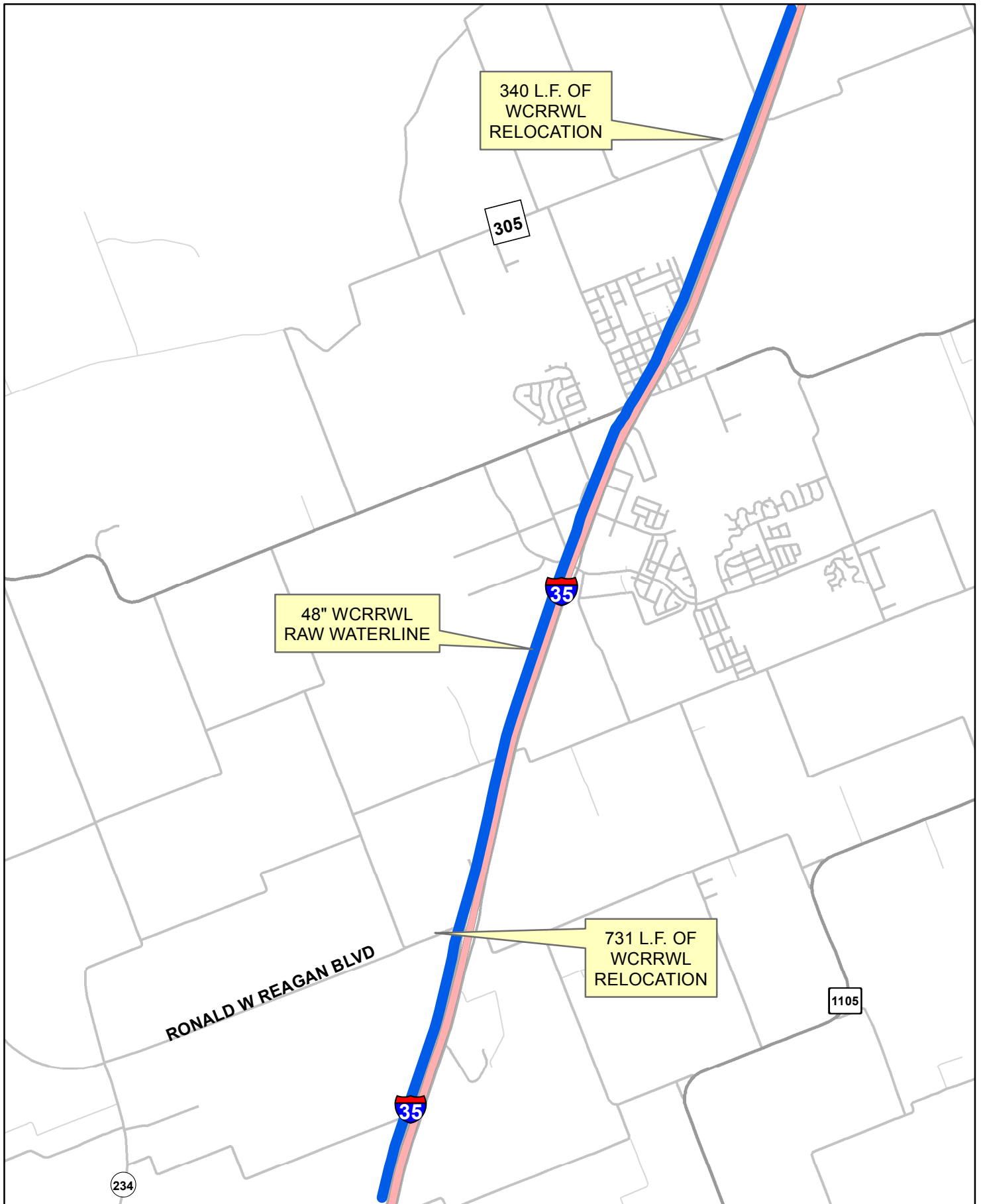
1.1 Round Rock shall provide a construction inspector OR acquire professional construction inspection services on behalf of the WCRRWL parties for the Projects. In the event Round Rock acquires professional construction inspection services on behalf of the WCRRWL parties, Round Rock shall be the sole WCRRWL party contracting with for professional construction inspection services.

1.2 The County shall reimburse Round Rock for all costs related to the construction inspection and/or acquiring professional construction inspection services.

Section II. Services

2.1 Round Rock's construction inspector, or the professional construction inspection services acquired by Round Rock, shall perform the following services for the Projects:

- i.** Contract Document, Submittal, and Plan Reviews
- ii.** Change Proposal Request and Change Order Reviews
- iii.** Attend and Coordinate Project Meetings
- iv.** Coordination and communication with Project Stakeholders
- v.** Coordination with Franchise Utility on Conflicts and Assist with Resolutions
- vi.** Daily Construction Inspection and Observation of All Aspects of Ongoing Project
- vii.** Daily Reporting and Photo Documentation
- viii.** Compile Accurate Quantity Data
- ix.** Construction Deficiency Reviews and Coordinate Acceptable Resolutions
- x.** Assistance with Request for Information (R.F.I) and Request for Deviation (R.F.D.) Reviews
- xi.** Coordinate Quality Control Testing
- xii.** Review Pay Applications
- xiii.** Punch List Compilation and Follow Ups
- xiv.** Review As-Built Information Submitted and Assist With As Built Compilation
- xv.** Maintenance Bond Review and Warranty Inspection Checks



Date: 10/30/2017



48" WILLIAMSON COUNTY REGIONAL RAW WATERLINE RELOCATION





City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Smith Pump Company, Inc. for utility pump and motor repair services.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/11/2018

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

Cost: \$159,214.00

Indexes: Utility Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2018-5099

The City's water and wastewater system has a number of pumps and motors that moves water and wastewater in the City. Smith Pump is the area dealer for many of the City's water pumps and motors, specifically Pleuger motors and Flowserve pumps. The raw water pump station at Lake Georgetown consists of 9 Pleuger motors with Flowserve pumps. This is a critical site that ensures the City of Round Rock has water for public health and safety in our community. Also, several Flowserve pumps are located at pumping stations in our Water Distribution System. Smith Pump has the ability to build pumps to meet design specifications that lessens the out of service time of equipment. They have the equipment and knowledge to pull and repair any pump in the City's water system. This contract eliminates having to go out for public bidding for these services, which greatly increases getting equipment back to normal operations in a timely manner. Any time saved in the repair process helps with keeping the water system flowing to our customers. Smith Pump is a member of Buy Board for labor and services that helps keep costs down and competitive.

Cost: Not to Exceed \$159,214

Source of Funds: Utility Fund

RESOLUTION NO. R-2018-5099

WHEREAS, the City of Round Rock (“City”) desires to purchase services relating to the repair of utility pumps and motors in various City locations and to purchase associated goods and services, and

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

WHEREAS, Smith Pump Company, Inc. is an approved vendor of the Buy Board, and

WHEREAS, the City desires to purchase certain services and related goods from Smith Pump Company, Inc. through Buy Board, 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 Services Relating to Repair of Utility Pumps and Motors with Smith Pump Company, Inc., a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 11th day of January, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

0112.1804; 00392713

EXHIBIT**"A"**

**CITY OF ROUND ROCK
 AGREEMENT FOR PURCHASE OF SERVICES
 RELATING TO REPAIR OF UTILITY PUMPS AND MOTORS
SMITH PUMP COMPANY, INC.**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

This Agreement is for purchase of services relating to the repair of utility pumps and motors in various City of Round Rock locations, and for related goods and services, and is referred to herein as the "Agreement." This Agreement is made and entered into on this the ____ day of the month of _____, 2017, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and SMITH PUMP COMPANY, whose offices are located at 3500 Comsouth Building 4, Suite 500, Austin, Texas 78744, referred to herein as the "Services Provider." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase services relating to the repair of utility pumps and motors in various City locations, as set forth in Exhibit "A," and to purchase associated goods and services, and City desires to purchase same from Services Provider; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Services Provider is an approved Buy Board vendor; and

WHEREAS, City desires to purchase certain services and related goods from Services Provider through Buy Board as set forth herein, pursuant to Texas Local Government Code, Section 271.102; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified goods and services and Services Provider is obligated to sell specified goods and services. The Agreement includes Service Provider's Proposal (attached as Exhibit "B") and any other exhibits, addenda, and/or amendments thereto.

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

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

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

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

F. **Services Provider** means Smith Pump Company, Inc. or any successors or assigns.

2.01 EFFECTIVE DATE, INITIAL TERM, AND ALLOWABLE RENEWALS

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated as provided herein.

B. This Agreement shall expire June 30, 2019.

C. Prices shall be firm for the duration of this Agreement and for any renewal periods. 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 this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The description of the City' water and wastewater pumps and motors and the various locations to be serviced are set forth in Exhibit "A," and the Service Provider's Proposal is set

forth in Exhibit “B,” which together with this Agreement comprise the total Agreement as if repeated herein in full.

4.01 SCOPE OF WORK

Services shall satisfactorily provide for the repair of the utility pumps and motors described in Exhibit “A.” Services undertakings shall be limited to performing services for the City and/or advising City concerning those matter on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with the Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

City shall pay Service Provider in accordance with the prices set forth on page nineteen (19) of Exhibit “B.”

6.01 INVOICES

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

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

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 effect such termination by giving Services Provider 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 Services Provider 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. Services Provider may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with

V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- 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 Services Provider, cancel this Agreement without incurring liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

12.01 INSURANCE

Services Provider shall meet all of City's insurance requirements as set forth at the City's website:

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

Failure to meet or maintain City's insurance requirements shall be considered a material breach of this Agreement.

13.01 CITY'S REPRESENTATIVE

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

Buddy Franklin
Utilities and Environmental Services Department
Utility Support Superintendent
2008 Enterprise Drive
Round Rock, Texas 78664
(512) 218-5578

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 Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

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

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 Services Provider.

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

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

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

17.01 INDEMNIFICATION

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

18.01 COMPLIANCE WITH LAWS, CHARTER, ORDINANCES AND PROGRAMS

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. Services Provider acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from

its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

C. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

19.01 ASSIGNMENT AND DELEGATION

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

20.01 NOTICES

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

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

Notice to Services Provider:

Smith Pump Company, Inc.
Darrel R. Mize
3500 Comsouth, Bldg4, Suite 500
Austin, TX 78744

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

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

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

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 Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

23.01 DISPUTE RESOLUTION

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

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

25.01 MISCELLANEOUS PROVISIONS

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

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services

Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

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


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

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

City of Round Rock, Texas

Smith Pump Company, Inc.

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

By:  _____
Printed Name: Jean Radtke
Title: V.P.
Date Signed: 11/21/2017

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

**Pump Info
Water**

		Site	Motor	Brand	Pump	Brand	MGD/GPM	Controls
1	3	# 1,2,3 Lake Pump	600 hp Sub/2300V	Plueger	18ENH	Flowserve	8 MGD/5556 GPM	Soft Start
2	3	# 4,5,6 Lake Pump	400 hp Sub/2300V	Plueger	18 KXH-2	Bryon-Jackson	6 MGD/4200 GPM	Direct
3	3	# 7,8,9 Lake Pump	400 hp Sub/2300V	Plueger	18H 3412	Fairbanks	6 MGD/4200 GPM	VFD (Robicon)
4	4	# 1,2,3,4 High Service	200 hp Vert/480V	US Motor	15 MQH	Byron-Jackson	3MGD/2100 GPM	Direct
5	2	# 5,6 High Service	400 hp Vert/480V	US Motor	18 KXH-2	BLO/IP	6 MGD/4200 GPM	Direct
6	1	# 7 High Service	450 hp Vert/480V	US Motor	18 MLK	FloWay	6 MGD/4200 GPM	VFD (Allen-Bradley)
7	1	# 8 High Service	500 hp Vert/480V	GE	20 MLK/H	FloWay	7.5 MGD/5200 GPM	Soft Start
8	1	# 9 High Service	500 hp Vert/480V	GE	20 MLK/H	FloWay	7.5 MGD/5200 GPM	Direct
9	1	# 10 High Service	500 hp Vert/480V	US Motor	23EKM-3	Flowserve	7.5 MGD/5200 GPM	VFD (Robicon)
10	1	# 11 High Service	500 hp Vert/480V	US Motor	23EKM-3	Flowserve	7.5 MGD/5200 GPM	Soft Start
11	1	Westinghouse N Well	20hp Sub-230/460v-3	Plueger	8EHL-8	Flowserve	350 GPM	Direct
12	1	Westinghouse S Well	25hp Sub-230/460v-3	Plueger	8EHM-8	Flowserve	500GPM	Direct
13	2	WH Booster #1-2	60hp Vert-230/460v-3	GE	12G-3	Byron-Jackson	1000GPM	Direct
14	4	Bowman Booster #1-4	100hp Vert-230/460v-3	US Motor	14GM-3	Byron-Jackson	1500 GPM	Direct
15	6	Lake Creek Boos #1-#6	200hp Vert/460v	US Motor	12 HD	Peerless	2000 GPM	Direct
16	1	Lake Creek Well #1	100hp Vert-230/460v-3	US Motor	781H561	Byron-Jackson	1500 GPM	Direct
17	1	Lake Creek Well #3	100hp Sub 460v	Franklin	97/200	Crown	1300GPM	Direct
18	1	Lake Creek Well #4	200hp Vert/460v	US Motor	14EN	Byron-Jackson	2600 GPM	Direct
19	1	Lake Creek Well #7	125hp Sub/460v	Bryon-Jackson	12MQH	Bryon-Jackson	1500 GPM	Direct
20	4	McNeil Booster #1-4	100hp Vert/460v	US Motor	14GM-3	Byron-Jackson	1500 GPM	Direct
21	3	SE Elevated #1-3	40hp Horz-230/460-3	US Motor	6x8-144/3410	Gould-split	1250 GPM	Direct
22	3	SE Ground #1-3	300hp Vert/460v	US Motor	20MQL-4	Byron-Jackson	3000 GPM	Direct
23	3	Stone Oak Booster	50hp Horz/460V	Baldor	3656/3756	Gould-split	750 GPM	Direct
24	3	Reuse High Service	250hp Vert/460v.	US Motor	16ENL-1	FlowServe	1190 gpm	VFD(Square D)
25	2	Reuse Transfer Pumps	30hp Vert/460V	Emerson	14ENL-5	FlowServe	1785 gpm	VFD(Square D)
26	1	Reuse HS Jockey Pump	20hp Sub-460v-3	Franklin	6CLC-6 stage	Goulds	200 gpm	Direct

ALL DIMENSIONS
IN INCHES

Sub Assembly Weights
Discharge Head 1412 lbs.
Column Assy 1662 lbs.
Bowl Assy 925 lbs.
Strainer 48 lbs.
Baseplate 593 lbs.

CERTIFIED DRAWING FOR APPROVAL
CONSTRUCTION IS BEING HELD PENDING RECEIPT
OF APPROVAL DRAWING AT THE FLOWSERVE
PUMP FACILITY.

MOTOR

100	H.P.	Vertical	SOLID	Shaft
1200	R.P.M.	3	Phase	60
WPI	Enclosure	Mfg.	U.S. Motors	

DISCHARGE HEAD - TYPE HFL

16" HFL Discharge Head
16" 150# FLAT FACE Discharge Flange
flange holes straddle vertical centerline
Shaft Seal PACKED BOX

COLUMN

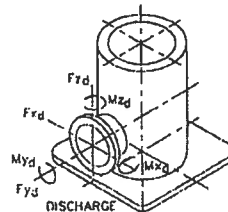
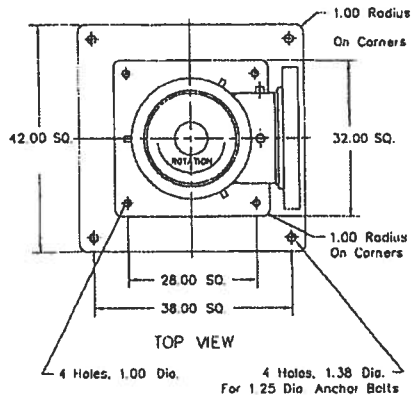
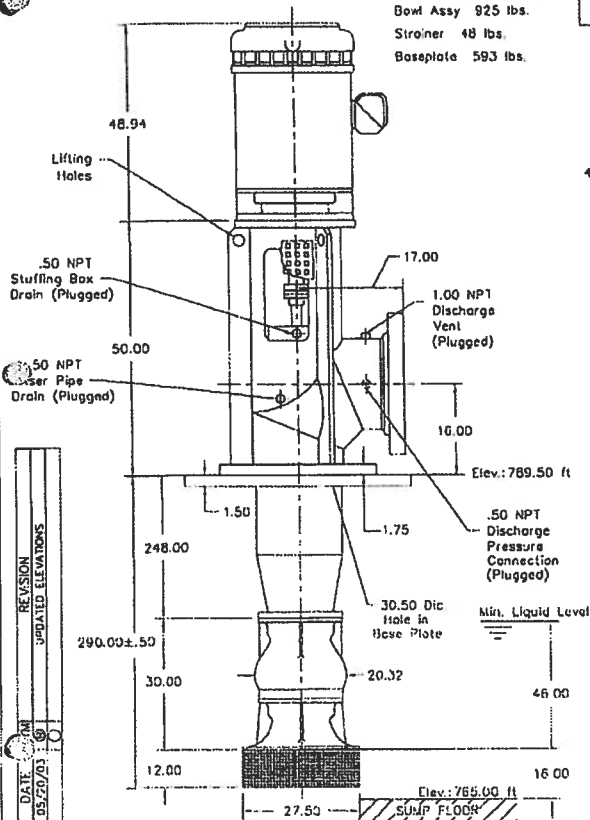
16" Column Pipe
1.69" Diameter OPEN Lineshaft

PUMP

1 Stage 20EPM Bowl ENCLOSED Impeller
6500 USGPM 47 Ft Total Head
Strainer Type BASKET

MATERIALS

Bowl CAST IRON Column STEEL
Impellers BRONZE Brg. Retainer BRONZE
Pump Shaft 416 S.S. Lineshaft 416 S.S.
Bowl Brgs. FLUIFIED RUBBER Lineshaft Brgs. RUBBER
Head STEEL
Strainer 316 S.S.
Wear Rings (Bowl/Imp.) BRONZE/BRONZE
Driver Weight 1350 lbs. Pump Weight 4640 lbs.
Pump will be shipped ASSEMBLED



MAXIMUM ALLOWABLE FORCES			
FORCES ALONG AXIS (lbs)			
DIRECTION	F _x	F _y	F _z
DISCHARGE	950	1150	750

MAXIMUM ALLOWABLE MOMENTS			
MOMENTS ABOUT AXIS (FT-lbs)			
DIRECTION	M _x	M _y	M _z
DISCHARGE	2700	1350	2000

FLOWSERVE

Pump Division
Toneytown Operations

GENERAL ARRANGEMENT DRAWING

Hydra Con Systems
City of Round Rock, TX WIP Expansion
Customer Order #21304-1
Flowserve Order #047-79163
Flowserve S/N 0303MS002518-1/2
Transfer Pumps Tags TRP-01 / -02

DWG. NO. GS002518	SCALE NONE	REV B
DRAWN D Skeet		DATE 10-79-02



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

May 11, 2016

Sent Via E-mail: jeanr@smithpump.com

Jean Radtke
Smith Pump Co., Inc.
301 M&B Industrial
Waco, TX 76712

Re: Notice of The Local Government Purchasing Cooperative Award
Proposal Name and Number: Water and Wastewater Pumps and Motors, No. 509-16

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal. The contract is effective 7/1/2016 through 6/30/2017, with two possible one-year renewals. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To view the items your company has been awarded, please review the proposal tabulation No. 509-16 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Enclosed with this letter you will find the following documents:

- Vendor Quick Reference Sheet
- Electronic Catalog Format Instructions
- Vendor Billing Procedures

You are advised that receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting purchase orders directly from Cooperative members may result in a violation of the State of Texas competitive bid statute and termination of this Cooperative BuyBoard contract. **Therefore, all purchase orders must be processed through the BuyBoard in order to comply.** Please forward by fax (1-800-211-5454) any order received directly from a Cooperative member. If you inadvertently process a purchase order sent directly to you by a Cooperative member, please fax the order to the above number and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 30 days or sooner to submit their electronic catalog including pricing. If the electronic data is not provided within 30 days or sooner of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **BuyBoard Procurement Staff** at 800-695-2919.

Sincerely,

Arturo Salinas
BuyBoard Procurement Director
v.12.15

Exhibit "B"



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators



864

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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Water and Wastewater Pumps
and Motors

Proposal Opening Date and Time:
February 16, 2016 at 2:00 PM

Proposal Number: 509-16

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: July 1, 2016 through June
30, 2017 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
May 2016

Smith Pump Company Inc.
Name of Proposing Company

2/16/16
Date

301 M&B Industrial
Street Address


Signature of Authorized Company Official

Waco, Texas 76712
City, State, Zip

Jean Radtke
Printed Name of Authorized Company Official

512-310-1480
Telephone Number of Authorized Company Official

Vice President
Position or Title of Authorized Company Official

512 310 1417
Fax Number of Authorized Company Official

/-74-1460081
Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

Price list

H-N
N-4



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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The Individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS

Company: Smith Pump Company General Contact Name: Jean Radtke

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose **only one (1)** of the following options for receipt of purchase orders and provide the requested information:

☒ I will use the **INTERNET** to receive purchase orders.

E-mail Address: jeanr@smithpump.com

Internet Contact: Jean Radtke Phone: 512 970 5958

Alternate E-mail Address: miket@smithpump.com

Alternate Internet Contact: Mike Thompson Phone: 210-488 1864

☐ I will receive purchase orders via **FAX**.

Fax Number: _____

Fax Contact: _____ Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: jeanr@smithpump.com

Alternate E-mail Address: miket@smithpump.com

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 301 M&B Industrial Department: Accounting

City: Waco State: Tx Zip Code: 76712

Contact Name: Cody Stone Phone: 254-776-0377

Fax: 254-776-0023 E-mail Address: codys@smithpump.com

Alternative E-mail Address: chrisg@smithpump.com

Exhibit "B"



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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

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

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

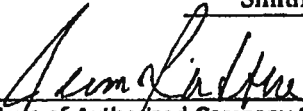
Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Smith Pump Company, Inc.

Company Name



Signature of Authorized Company Official

Jean Radtke

Printed Name

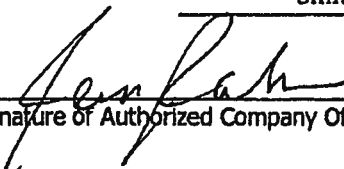
DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Smith Pump Company, Inc.

Company Name



Signature of Authorized Company Official

Jean Radtke

Printed Name



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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) one of the following.

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name

Address

City

State

Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☐ No

B. What is the prescribed amount or percentage? \$ _____ or _____ %

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (✓) one of the following.

☐ Yes ☒ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Smith Pump Company, Inc.

Company Name

Signature of Authorized Company Official

Jean Radtke

Printed Name

Exhibit "B"



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business**

☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Smith Pump Company, Inc.

Company Name

Signature of Authorized Company Official

Jean Radtke

Printed Name



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AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

Smith Pump Company, Inc.

Company Name


Signature of Authorized Company Official

Jean Radtke
Printed Name

2/16/16
Date

Exhibit "B"



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BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.¹ Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.

When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

Exhibit "B"



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- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.⁸ This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.¹⁰
 - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.¹¹ (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
 - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.¹² The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.¹³
 - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
 - **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.¹⁴

Exhibit "B"



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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project.^{viii} Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

-
- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
 - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
 - iii. Tex. Gov't Code §2254.004 and §791.011(h)
 - iv. Tex. Occ. Code §1051.703
 - v. Tex. Occ. Code §1001.0031(c)
 - vi. Tex. Occ. Code §1001.053
 - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
 - viii. Tex. Gov't Code §2253.021(a)

Issued March 31, 2014



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DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☐ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

All of the above may be used.

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery as quoted ARO

4. Vendor Reference/Quote Number: 509-16

5. State your return policy: Returns are evaluated on a case by case basis.

6. Are electronic payments acceptable? ☒ Yes ☐ No

7. Are credit card payments acceptable? ☐ Yes ☐ No

Smith Pump Company, Inc.
Company Name

[Signature] Jean Radtke
Signature of Authorized Company Official Printed Name

FORM 6

Exhibit "B"

COMM.V.11.18.15



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Smith Pump Company, Inc.

Company Name

3500 Comsouth Drive, Building 4, Suite 500

Address

Ausitn

City

512-310-1480

Phone Number

Texas

State

512-310-1417

Fax Number

78744

Zip

Jean Radtke

Contact Person

Smith Pump Company, Inc

Company Name

4624 Martin Luther King Freeway

Address

Fort Worth

City

817-589-2060

Phone Number

Texas

State

817-595-4900

Fax Number

76119

Zip

James Schumacher

Contact Person

FORM H

COMM.V.11.18.15

Exhibit "B"



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PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Smith Pump Company

Company Name

5750 North Sam Houston Parkway, East #1103

Address

Houston

Texas

77032

City

State

Zip

713-997-8647

281-372-0014

Phone Number

Fax Number

Stephen Cambiano

Contact Person

Company Name

Address

City

State

Zip

Phone Number

Fax Number

Contact Person

FORM H

COMM.V.11.18.15

Exhibit "B"



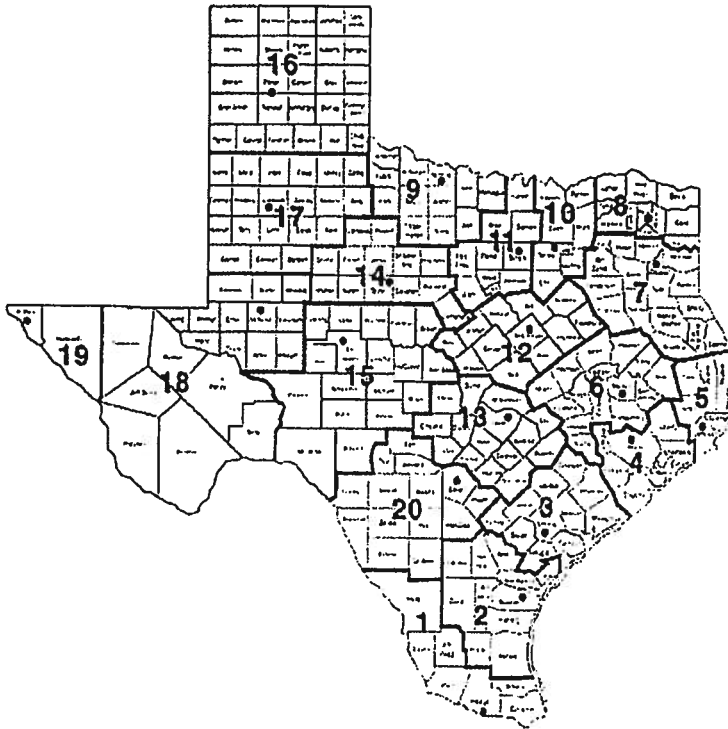
12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- ☒ I will service Texas Cooperative members statewide.
- ☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region Headquarters

- | | | |
|--------------------------|----|----------------|
| <input type="checkbox"/> | 1 | Edinburg |
| <input type="checkbox"/> | 2 | Corpus Christi |
| <input type="checkbox"/> | 3 | Victoria |
| <input type="checkbox"/> | 4 | Houston |
| <input type="checkbox"/> | 5 | Beaumont |
| <input type="checkbox"/> | 6 | Huntsville |
| <input type="checkbox"/> | 7 | Kilgore |
| <input type="checkbox"/> | 8 | Mount Pleasant |
| <input type="checkbox"/> | 9 | Wichita Falls |
| <input type="checkbox"/> | 10 | Richardson |
| <input type="checkbox"/> | 11 | Fort Worth |
| <input type="checkbox"/> | 12 | Waco |
| <input type="checkbox"/> | 13 | Austin |
| <input type="checkbox"/> | 14 | Abilene |
| <input type="checkbox"/> | 15 | San Angelo |
| <input type="checkbox"/> | 16 | Amarillo |
| <input type="checkbox"/> | 17 | Lubbock |
| <input type="checkbox"/> | 18 | Midland |
| <input type="checkbox"/> | 19 | El Paso |
| <input type="checkbox"/> | 20 | San Antonio |

Smith Pump Company, Inc.
Company Name

Signature of Authorized Company Official
Jean Radtke
Printed Name

- ☐ I will not service members of the Texas Cooperative.



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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)

☐ I will service all states in the United States.

☒ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|--|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New York |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Florida | <input checked="" type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kansas | <input checked="" type="checkbox"/> Texas |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Mississippi | |
| <input type="checkbox"/> Missouri | |
| <input type="checkbox"/> Montana | |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Smith Pump Company, Inc.

Company Name


Signature of Authorized Company Official

Jean Radtke

Printed Name



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.



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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Smith Pump Company, Inc.

Name of Vendor

509-16

Proposal Invitation Number


Signature of Authorized Company Official

Jean Radtke
Printed Name of Authorized Company Official

2/16/16

Date



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FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$_____. (The period of the 12 month period is _____. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?
YES ☐ NO ☐

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council			
6. Other			

☒ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): varies Proposed Discount (%): varies

Explanation: _____

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Smith Pump Company, Inc.

Company Name

Signature of Authorized Company Official

Jean Radtke
Printed Name

Exhibit "B"

COMM.V.11.18.15



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GOVERNMENTAL REFERENCES AND PRICE/DISCOUNT INFORMATION

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1. City of Arlington	Gary Alford	817-575-8941	\$76/114	\$100,000.00	destination
2. City of Fort Worth	Tim Cain	817 392 4906	\$70/\$105	\$100,000 .00	destination
3. City of Corpus Christ	David Kukoda	361 826 1880	\$76/114	\$100,000.00	destination
4. City of Fort Worth - Water	Jane Rogers	817 392 8395	\$72/108	\$100,000.00	destination
5.					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? YES ☒ NO ☐ If YES, please explain:
in competitive bid situations, we do sometimes alter the pricing. The contracts listed above are all due for renewal in the next year and have labor pricing more consistent with 2012 rates than with 2016 rates.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Smith Pump Company, Inc.
Company Name

Signature of Authorized Company Official
Jean Radtke
Printed Name

FORM M

Exhibit "B"

COMM.V.11.18.15



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MARKETING STRATEGY

For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: How your company will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.*)

Attach additional pages if necessary.

We are currently developing a brochure/flyer to hand out to our customers and to purchasing agents.

Our salesmen attend 6-10 trade shows annually and we display Buyboard in our booth.

Smith Pump Company, Inc.

Company Name

Signature of Authorized Company Official

Jean Radtke

Printed Name



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CONFIDENTIAL / PROPRIETARY INFORMATION FORM

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☐ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☒ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

List pricing is confidential.

(Attach additional sheets if needed.)



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B. Copyright Information

Does your Proposal (Including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:

- ☒ **NO**, Proposal (Including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.
- ☐ **YES**, Proposal (Including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Smith Pump Company, Inc.

Company Name


Signature of Authorized Company Official

Jean Radtke

Printed Name

2/16/16

Date



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VENDOR BUSINESS NAME FORM

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Smith Pump Company, Inc.

(List the legal name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (✓) one of the following:

Type of Business:

Individual/Sole Proprietor _____
Corporation _____
Limited Liability Company x
Partnership _____
Other _____

If other, identify _____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 74-1460081

(Vendor must include a completed IRS W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*



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EDGAR VENDOR CERTIFICATION FORM **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. This completed form will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Cooperative member ancillary contract, or Member Construction Contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.

By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Vendor Certification, Item 1 (Vendor Violation or Breach of Contract Terms)

☐ **YES, I agree to the above.** (Initial: _____)

☒ **NO, I do NOT agree to the above.** (Initial: CR)



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2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any purchase order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's purchase order, ancillary agreement, or Member Construction Contract agreed to by the Vendor, the Cooperative member's provision shall control.

Vendor Certification, Item 2 (Termination for Cause or Convenience):

- ☐ YES, I agree to the above. (Initial: _____)
- ☒ NO, I do **NOT** agree to the above. (Initial: JCR)

3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Vendor Certification, Item 3 (Equal Employment Opportunity):

- ☒ YES, I agree to the above. (Initial: JCR)
- ☐ NO, I do **NOT** agree to the above. (Initial: _____)



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4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Vendor Certification, Item 4 (Davis-Bacon Act):

- ☒ YES, I agree to the above. (Initial: ICR)
☐ NO, I do NOT agree to the above. (Initial: _____)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Vendor Certification, Item 5 (Contract Work Hours and Safety Standards Act):

- ☒ YES, I agree to the above. (Initial: ICR)
☐ NO, I do NOT agree to the above. (Initial: _____)



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6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

Vendor Certification, Item 6 (Right to Inventions Made Under a Contract or Agreement):

☒ **YES, I agree to the above.** (Initial: JCR)

☐ **NO, I do NOT agree to the above.** (Initial:)

7. Clean Air Act and Federal Water Pollution Control Act:

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Vendor Certification, Item 7 (Clean Air Act and Federal Water Pollution Control Act):

☒ **YES, I agree to the above.** (Initial: JCR)

☐ **NO, I do NOT agree to the above.** (Initial:)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



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Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor Certification, Item 8 (Debarment and Suspension):

☒ **YES, I agree / certify to the above.** (Initial: JCR)

☐ **NO, I do NOT agree / certify to the above.** (Initial: _____)

9. Byrd Anti-Lobbying Amendment:

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

As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Vendor Certification, Item 9 (Byrd Anti-Lobbying Amendment):

☒ **YES, I agree to the above.** (Initial: JCR)

☐ **NO, I do NOT agree to the above.** (Initial: _____)

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



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PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

Vendor Certification, Item 10 (Procurement of Recovered Materials):

- ☒ **YES, I agree to the above.** (Initial: JCR)
☐ **NO, I do NOT agree to the above.** (Initial: _____)

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Vendor Certification, Item 11 (Profit as Separate Element of Price):

- ☒ **YES, I agree to the above.** (Initial: JCR)
☐ **NO, I do NOT agree to the above.** (Initial: _____)

12. General Compliance and Cooperation with Cooperative Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Vendor Certification, Item 12 (General Compliance and Cooperation with Cooperative Members):

- ☒ **YES, I agree to the above.** (Initial: JCR)
☐ **NO, I do NOT agree to the above.** (Initial: _____)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Smith Pump Company, Inc.
Company Name


Signature of Authorized Company Official

Jean Radtke
Printed Name



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.buyboard.com

REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

- ☒ **Completed: Proposer's Agreement and Signature (Form A)**
- ☒ **Completed: Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options (Form B)**
- ☒ **Completed: Felony Conviction Disclosure and Debarment Certification (Form C)**
- ☒ **Completed: Resident/Nonresident Certification (Form D)**
- ☒ **Completed: Historically Underutilized Business (HUB) Certification (Form E)**
- ☒ **Completed: Affirmation Regarding Construction Related Goods and Services (Form F)**
- ☒ **Completed: Deviation/Compliance Signature Form (Form G)**
- ☒ **Completed: Dealership Listings (Form H)**
- ☒ **Completed: Texas Regional Service Designation (Form I)**
- ☒ **Completed: State Service Designation (Form J)**
- ☒ **Completed: National Purchasing Cooperative Vendor Award Agreement (Form K)**
- ☒ **Completed: Federal and State/Purchasing Cooperative Discount Comparison Form (Form L)**
- ☒ **Completed: Governmental References and Price/Discount Information (Form M)**
- ☒ **Completed: Marketing Strategy (Form N)**
- ☒ **Completed: Confidential/Proprietary Information Form (Form O)**
- ☒ **Completed: Vendor Business Name Form with IRS Form W-9 (Form P)**
- ☒ **Completed: EDGAR Vendor Certification Form (Form Q)**
- ☒ **Completed: Forms Checklist (Form R)**
- ☒ **Completed: Proposal Specification Form with Catalogs/Pricelists (Form S)**
**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



Proposal Invitation No. 509-16-Water and Wastewater Pumps and Motors
(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
<p>NOTE: Vendors proposing various manufacturer product lines per line item on the Proposal Specification Form (Form S) must submit the information as follows or proposal may not be considered:</p> <ul style="list-style-type: none"> • Manufacturers shall be listed in alphabetical order • Vendor's must list one specific percentage discount for each Manufacturer listed. <p>If a vendor's response to Proposal Specification Form (Form S) states "please see attachment sheet," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to Proposal Specification Form (Form S) or Vendor's proposal may not be considered.</p>					
Section I: Products					
1	Discount (%) Off Catalog/Pricelist for Water and Wastewater Pumps - Wholesale Product Line	Discount (%) Off Catalog/Pricelist for Water and Wastewater Pumps - Wholesale Product Line and related products. Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	5 %	Liberty Zoeller	
2	Discount (%) Off Catalog/Pricelist for Water and Wastewater Pumps - Engineered Product Line	Discount (%) Off Catalog/Pricelist for Water and Wastewater Pumps - Engineered Product Line and related products. Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	20% Sewage Pump 10% Vertical Turbine 20% Split case pump	Flowserve Zoeller Tsurumi BJM	VTP's over 20" bow LNN split case
3	Discount (%) Off Catalog/Pricelist for Parts for Water and Wastewater Pumps and Motors	Discount (%) Off Catalog/Pricelist for Parts for Water and Wastewater Pumps and Motors and related products. Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	11.77 %	Flowserve	Clarification: List x 1.30
4	Discount (%) Off Catalog/Pricelist for Package Residential and Commercial Waste Grinder Station	Discount (%) Off Catalog/Pricelist for Package Residential and Commercial Waste Grinder Station and related products. Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	8 %	Smith Pump Product	

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Exhibit "B"



Proposal Invitation No. 509-16-Water and Wastewater Pumps and Motors

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered¹.)

Item No.	Short-Description	Full Description	State Discount Percent (%) off Catalog/Pricelist ¹	State Name of Catalog/Pricelist ¹	Exceptions to Discount Percent (%)
5	Discount (%) Off Catalog/Pricelist for All Other Water and Wastewater Pumps and Motor Related Products	Discount (%) Off Catalog/Pricelist for All Other Water and Wastewater Pumps and Motor Related Products . Please state the discount (%) off catalog/pricelist. Catalog/Pricelist MUST be included or proposal will not be considered.	List _____ %	USEM TECO	Special motors
Section II: Installation and Repair Service			Not to Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate
6	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Water and Wastewater Pumps and Motors	Hourly Labor Rate for Installation/Repair Service of Water and Wastewater Pumps and Motors – State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$ 84 RT /Hour \$ 126 OT / hour	RT=regular time OT=overtime	

7	Fixed Rate	Rate to pull a submersible well pump under 18" diameter bowl and less than 1000' feet deep.	\$3200.00
8	Fixed Rate	Rate to teardown/insect/report and quote vertical turbine pump for repair. Under 18" diameter bowl assembly	\$1200.00
9	Fixed Rate	Rate to pull Vertical Turbine Pump, less than 30' deep and under 18" diameter, and less than 250 hp	\$2240.00

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal.

2. Labor rates may increase annually not to exceed 3% per year.

Exhibit "B"

Melonie Perry

From: Jean Radtke <jeanr@smithpump.com>
Sent: Monday, April 04, 2016 12:07 PM
To: Melonie Perry
Cc: Mike Thompson
Subject: Re: BuyBoard

Melonie

Lease change to 0 percent discount. Our problem is that we get various parts multipliers based on the type of pump. We could offer as much as 10 percent off depending on the pump. Does that help clarify?

Sent from my iPhone

On Apr 4, 2016, at 11:47 AM, Melonie Perry <Melonie.Perry@tasb.org> wrote:

I need an answer to this please. Thank you.

From: Melonie Perry
Sent: Friday, April 01, 2016 10:59 AM
To: 'jeanr@smithpump.com' <jeanr@smithpump.com>
Subject: BuyBoard

Please clarify the discount on item number 3 for Flowserve. Please see attached.

Thank you.

Melonie Perry
BuyBoard Bid Administrator
Phone: 800-695-2919
Fax: 800-211-5454
E-Mail: melonie.perry@tasb.org

<2016_04_01_10_56_28.pdf>

Exhibit "B"



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

June 14, 2017

Jean Radtke
Smith Pump Co., Inc.
301 M&B Industrial
Waco TX 76712

Sent via email to: jeanr@smithpump.com

Re: Water & Wastewater Pumps & Motors
BuyBoard Contract 509-16

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Water & Wastewater Pumps & Motors, Contract 509-16, effective July 1, 2016 through June 30, 2017, with two possible one-year renewals. At this time, we are renewing your contract through June 30, 2018.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at connie.burkett@tasb.org.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal. Evaluations will be made annually, prior to the expiration date of the contract term, and the BuyBoard reserves the right to discontinue the vendor's contract at that time.

Additionally, **all purchase orders must be processed through the BuyBoard. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member.** Accepting orders directly from a member entity without Cooperative authorization is a violation of the terms of your contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email (info@buyboard.com). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett, CTSBS
Contract Administrator

Exhibit "B"



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.



City of Round Rock

Agenda Item Summary

Agenda Number: H.4

Title: Consider a resolution expressing the City's intent to authorize the execution of a Multiple Use Agreement with the Texas Department of Transportation to permit the City to construct, maintain, and operate a portion of the extension of Kenney Fort Boulevard within State right-of-way.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/11/2018

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Transportation Department

Text of Legislative File 2018-5081

This segment of Kenney Fort Blvd. roadway is being designed and planned as an ultimate 6-lane divided urban roadway from Forest Creek Dr. to SH 45. This segment of roadway is being proposed as a stand-alone project but is only one part of a multi-segment multi-phase vision to construct a north/south arterial from the city's northern boundary to SH 45 to the south.

The Kenney Fort Blvd. corridor is an important north/south transportation artery in Round Rock. This arterial roadway has been identified in the city's Master Transportation Plan as a corridor (Arterial A) that is essential to the city's long term growth and continued prosperity. The Master Transportation Plan has determined the ultimate section for this thoroughfare to be a 6-lane divided urban facility. This roadway section will provide increased mobility as well as enhance the driving experience in Round Rock. Mobility will be increased by providing another reliever route from northeast Round Rock to SH 45 to the south, thereby lessening the flow of traffic to IH 35. This segment will also open up opportunities for additional economic development along the proposed route.

This resolution will initiate the process of an important piece of this project involving gaining access to the State's right of way for construction of a small segment of Kenney Fort Boulevard. The Transportation Department recommends that the City of Round Rock authorize the negotiation process to move forward with TxDOT and an MUA be executed. There is no cost associated with this resolution, any costs will be determined in the process and brought to council at a later date for approval.

RESOLUTION NO. R-2018-5081

WHEREAS, the City of Round Rock (“City”) desires to construct a local arterial roadway which will be an extension of Kenney Fort Boulevard, a portion of which lies within State right of way between Forest Creek Drive and SH 45; and

WHEREAS, a Multiple Use Agreement (the “Agreement”) with the Texas Department of Transportation (“TxDot”) will permit the City to construct, maintain and operate a portion of the extension of Kenney Fort Boulevard within the above-described state right of way; and

WHEREAS, the City Council intends to enter into said Agreement with TxDot, Now Therefore

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

That the Council hereby intends to enter into a Multiple Use Agreement with the Texas Department of Transportation regarding permission to construct, maintain and operate a portion of Kenney Fort Boulevard within State right of way, said right of way being depicted in Exhibit “A”, attached hereto.

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 11th day of January, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

Begin Project

FOREST CREEK DR

R339723
Approximately 11.29 acres

R392244
Approximately 0.26 acres

R392244
Approximately 0.97 acres

GATTIS SCHOOL RD

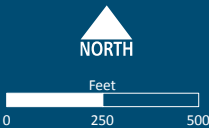
MEISTER LN

45

End Project

Proposed Kenney Fort Blvd Extension
Existing Kenney Fort Blvd to SH 45

-  Kenney Fort ROW
-  Parcel
-  Shared MoKan ROW
-  Shared TxDOT ROW





City of Round Rock

Agenda Item Summary

Agenda Number: H.5

Title: Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with Stantec Consulting Services, Inc. for engineering and design services related to the Roundville Lane project.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/11/2018

Dept Director: Gary Hudder, Transportation Director

Cost: \$27,531.00

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

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2018-5082

The Roundville Lane Project will involve the reconstruction of Roundville Lane from A.W. Grimes Blvd. (CR 170) to the eastbound frontage road of SH 45 for approximately 2,700 feet. The proposed project roadway alignment will follow existing Roundville Lane and terminate at the SH 45 frontage road. This project is being designed as a 3-lane, urban, concrete roadway.

The initial contract, for \$136,200.00, developed the project to a 30% status, which allowed for most project unknowns to have been identified. Supplemental Contract #1, for \$305,700.00, was for the final design of Roundville Lane. Amendment to the agreement included completion of 60%, 90% and 100% PS&E. The contract period was extended until 08/24/2018. Awarding of this supplemental brought the total compensation for the road PS&E to \$441,900.00

Supplemental #2, for \$136,863.25, included the addition of water and wastewater to the project scope. Amendment to the agreement included completion of 60%, 90% and 100% PS&E for a 12" waterline and a 10" wastewater line. Additionally, the contract period was extended until 10/05/2018 in accordance with the revised project schedule titled Exhibit C. Awarding of this supplemental brought the total compensation for road and utility PS&E to \$578,763.25.

Supplemental #3 for \$27,531.00, includes updating the geotechnical report, adding elements to the final design of the project, and additional construction phase services. The updated geotech report will increase the expected heavy traffic loads from the original 10%, as well as provide further evaluation of the requested pavement sections as Jointed Plain Concrete

Pavement(JPCP) and Bonded Concrete Overlay on Asphalt(BCOA). Additionally, sidewalks and driveways were added along Roundville Lane; plus, traffic signal accommodations were made for a potential fourth leg at Roundville & AW Grimes.

The Transportation Department recommends that the City of Round Rock execute Supplemental Contract #3 with Stantec Consulting Services Inc. in the amount of \$27,531.00 in exchange for providing the City of Round Rock with increased services for the Roundville Lane project. Award of this supplemental will bring the total compensation for the road and utility PS&E to \$606,294.25.

Cost: \$27,531.00

Source of Funds: RR Transportation and Economic Development Corporation

RESOLUTION NO. R-2018-5082

WHEREAS, the City of Round Rock has previously entered into an Agreement for Professional Consulting Services for Engineering and Design Services Related to the Roundville Lane Project (“Agreement”) with Stantec Consulting Services, Inc.; and

WHEREAS, Stantec Consulting Services, Inc. has submitted Supplemental Agreement No. 3 to amend the Agreement to modify the Scope of Services and the Fee of services for the Roundville Lane Project; and

WHEREAS, the City Council desires to enter into said Supplemental Agreement No. 3 with Stantec Consulting Services, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Agreement No. 3 to “City of Round Rock Agreement for Professional Consulting Services for Engineering and Design Services Related to the Roundville Lane Project with Stantec Consulting Services, 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 11th day of January, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"**

**SUPPLEMENTAL AGREEMENT NO. 3
TO "CITY OF ROUND ROCK AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND DESIGN SERVICES RELATED TO THE
ROUNDVILLE LANE PROJECT
WITH
STANTEC CONSULTING SERVICES, INC."**

CITY OF ROUND ROCK

§

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF TRAVIS

§

COUNTY OF WILLIAMSON

§

§

THIS SUPPLEMENTAL AGREEMENT NO. 3 to "City of Round Rock Agreement for Professional Consulting Services for Engineering and Design Services related to the Roundville Lane Project with Stantec Consulting Services, Inc.," hereinafter called "Supplemental Agreement No. 3," is made by and between the City of Round Rock, Texas, a home-rule municipality, hereinafter called the "City" and Stantec Consulting Services, Inc., hereinafter called the "Consultant."

WHEREAS, the City and Consultant executed the referenced "City of Round Rock Agreement for Professional Consulting Services for Engineering and Design Services related to the Roundville Lane Project," hereinafter called the "Agreement," on June 9, 2016; and

WHEREAS, the City and Consultant executed Supplemental Agreement No. 1 to amend the Scope of Services and increase the fee by an additional Three Hundred Five Thousand Seven Hundred and No/100 Dollars (\$305,700.00) on March 23, 2017 by Resolution No. R-2017-4292; and

WHEREAS, the City and Consultant executed Supplemental Agreement No. 2 to further amend the Scope of Services and increase the fee by an additional One Hundred Thirty-Six Thousand Eight Hundred Sixty-Three and 25/100 Dollars (\$136,863.25) on May 5, 2017 by Resolution No. R-2017-4453; and

WHEREAS, the City desires to further amend the Scope of Services to add additional engineering services for the Roundville Lane Project and further increase the fee by an additional Twenty-Seven Thousand Five Hundred Thirty-One and No/100.00 (\$27,531.00); and

WHEREAS, it is necessary to amend the Scope of Services and the Fee of services provided in the Agreement;

NOW THEREFORE, in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement No. 3, the City and Consultant agree that said Agreement is amended and supplemented as follows:

I.

Section 3.0 of the Agreement is hereby amended to read as follows:

3.0 SCOPE OF SERVICES

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "B" and the attached Addendum to Exhibit "B" titled "Amended Agreement Form."

II.

Section 5.0 of the Agreement is hereby amended to read as follows:

5.0 CONTRACT AMOUNT

Not-to-Exceed Fee: In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant an amount not-to-exceed ~~**Five Hundred Seventy-Eight Thousand Seven Hundred Sixty-Three and 25/100 Dollars (\$578,763.25)**~~ **Six Hundred Six Thousand Two Hundred Ninety-Four and 25/100 Dollars (606,294.25)**, in accordance with Exhibit "D" entitled "Fee Schedule," and the attached Addendum to Exhibit "D," which document is attached hereto and incorporated herein by reference for all purposes, in payment for services and the Scope of Services deliverables as delineated in Exhibit "B" and the attached Addendum to Exhibit "B" titled "Amendment Agreement Form."

III.

This Supplemental Agreement No. 3 shall amend the original Agreement only as set forth herein with no other changes in terms or conditions of the original Agreement.

[Signatures on the following page.]

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

CITY OF ROUND ROCK, TEXAS

**STANTEC CONSULTING SERVICES,
INC.**

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

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

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney



AMENDED AGREEMENT FORM

EXHIBIT B

Change Order # Change Order No. 1 Date 12 September 2017

"STANTEC" STANTEC CONSULTING SERVICES INC.

STANTEC Project # 222010839

221 West 6th Street, Suite 600, Austin, TX 78664

Ph: (512) 328-0011 Fx: (512) 328-0325

email: arnold.gonzales@stantec.com

CLIENT CITY OF ROUND ROCK

Client Project # 222010839

2008 Enterprise Drive, Round Rock, TX 78664

Ph: (512) 218-7026 Fx: (512) 218-5536

email: clopez@roundrocktexas.gov

Project Name and Location: Roundville Lane, Round Rock, Texas

In accordance with the original Professional Services Agreement dated 26 May 2016 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

- Task 2: Geotechnical – Additional services for amended geotechnical analysis, report, and field borings for verification of existing pavement section = \$3,960
- Task 5: Final Design – Additional services for final design to include sidewalk along Roundville Lane, driveway additions, and modifications to intersection of A.W. Grimes Blvd. & Roundville Lane to include signal accommodations for 4th leg of intersection = \$20,297
- Task 7: Construction Phase Services – Additional services for construction phase assistance to include new sidewalk, signal, and drainage elements requested by City staff.
 - 1. Sidewalk Design, driveway additions, and grading/drainage revisions = \$17,797
 - 2. Intersection/Traffic Signal revisions = \$2,500
 - 3. Construction Phase Services = \$3,274

	Total fees this Change Order	\$	27,531.00
	Original agreement amount	\$	578,763.25
	Total Agreement	\$	606,294.25

Effect on Schedule: N/A

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

STANTEC CONSULTING SERVICES INC.

CITY OF ROUND ROCK

Arnold Gonzales, Jr., PE,
Senior Project Manager

Print Name and Title

Signature

Date Signed: 10.23.17

Chris Lopez, EIT
Project Manager

Print Name and Title

Signature

Date Signed:

Proposal No.: PAA16-059-00b
August 30, 2017, Revision No. 1



AMENDED AGREEMENT FORM

AS AN ADDITION TO THE FOLLOWING AGREEMENT:

Project Name: Roundville Lane, Round Rock, Texas

RKCI Proposal No.: PAA16-059-00, dated May 5, 2016

**Raba Kistner
Consultants, Inc.**
8100 Cameron Road, Suite B-150
Austin, TX 78754
www.rkci.com

P 512 :: 339 :: 1745
F 512 :: 339 :: 6174
TBPE Firm F-3257

WE HEREBY AUTHORIZE RKCI TO PERFORM THE FOLLOWING ADDITIONAL SERVICE(S):

Update the geotechnical report submission for Roundville Lane Reconstruction RKCI No. AAA16-056-01, July 2017, to incorporate an increased heavy truck traffic load of 25 percent in the pavement analyses of both Roundville Lane and A.W. Grimes. We understand that both roadways will be subject to high volume heavy truck traffic associated with the UPS facility. Furthermore, we understand Roundville Lane should be evaluated in accordance with the City of Round Rock street classifications of Commercial/Industrial Collector and as a Jointed Plain Concrete Pavement (JPCP) with 6 ft X 6 ft concrete panels. A.W. Grimes should be evaluated as a Major Arterial. Consideration should be given to the design life of the existing pavement while incorporating a bonded or unbonded concrete pavement overlay that will extend the service life of the existing pavement and also accommodate an increase heavy truck traffic load of 25 percent.

Our engineering pavement analyses will be conducted and an updated report will be issued with our findings.

ADDITIONAL LUMP SUM COST:	\$ 3,600.00
ORIGINAL LUMP SUM COST:	\$ 6,400.00
TOTAL LUMP SUM COST:	\$ 10,000.00

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas. Our services will be performed in accordance with this letter agreement and the previously executed agreement referenced above. Please sign, date, and return one signed copy of this form to provide written confirmation of your authorization for our firm to commence work on the specific services outlined herein.

SIGNATURE:	X		DATE:	8.30.17
PRINTED NAME:	Mr. Arnold Gonzales, Jr.			
COMPANY NAME:	Stantec Consulting Services, Inc.			
COMPANY ADDRESS:	221 West Sixth Street, Suite 600			
CITY, STATE, ZIP:	Austin, Texas 78701			
PHONE NUMBER:	512-328-0325	FAX NUMBER:		
E-MAIL:	Arnold.Gonzales@stantec.com			

RABA KISTNER CONSULTANTS, INC.

Yvonne Garcia Thomas, P.E.
Geotechnical Engineering Manager

Gabriel Ornelas, Jr., P.E., PMP
Vice President

YGT/GO: tlc

Copies Submitted: Above (1)



Exhibit D Fee Schedule

Project Name: Roundville Lane Project (Final Design 60-90-100%)

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1: Surveying	0	\$0.00	\$0.00	\$0.00	\$0.00
Task 2: Geotechnical	10	\$360.00	\$0.00	\$3,600.00	\$3,960.00
Task 3: Public outreach and concept design development	0	\$0.00	\$0.00	\$0.00	\$0.00
Task 4: Preliminary design/ 30% plans	0	\$0.00	\$0.00	\$0.00	\$0.00
Task 5: Final Design (60%, 90%, 100% plans)	155	\$20,297.00	\$0.00	\$0.00	\$20,297.00
Task 6: Bid Phase Services	0	\$0.00	\$0.00	\$0.00	\$0.00
Task 7: Construction Phase Services	25	\$3,274.00	\$0.00	\$0.00	\$3,274.00
Task 8: Project Management	0	\$0.00	\$0.00	\$0.00	\$0.00
Task 9: Reimbursables	0	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL:	190	\$23,931.00	\$0.00	\$3,600.00	\$27,531.00

Note:

8/30/2017 Amended Geotechnical Services

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Stantec Consulting Services Inc.
Austin, TX United States

Certificate Number:
2018-297864

Date Filed:
01/02/2018

Date Acknowledged:

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

City of Round Rock, Texas

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.

Roundville Lane Improvements
Professional Engineering Services for Improvements to Roundville Lane in Round Rock, Texas.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Fleck, Steve	Vancouver British Columbia	X	
	Murray, Scott	Lexington, KY United States	X	
	DiManno, Tino	Calgary Alberta Canada	X	
	Lefavre, Dan	Edmonton Alberta Canada	X	
	Johnston, Gord	Calgary Alberta Canada	X	

5 Check only if there is NO Interested Party. ☐


6 UNSWORN DECLARATION

My name is Cliff R. Hall, and my date of birth is 10-29-1962.

My address is 2435 N. Central Expressway, Ste750, Richardson, TX 75080, USA
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of TX, on the 4 day of January, 20 18.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.6

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 2 with HDR Engineering, Inc. for the US 79 at Telander Drive Operational Improvements Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/11/2018

Dept Director: Gary Hudder, Transportation Director

Cost: \$93,220.00

Indexes: Self-Financed Water Construction; RR Transportation and Economic Development Corporation (Type B)

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2018-5100

This supplemental agreement # 2 builds upon the original contract for Engineering Services in May of 2016 for \$ 465,972.95 and the first supplemental contract in September 2017 for \$423,610.38.

This supplemental agreement #2 is for the additional engineering work to provide design for the water line and reclaimed water line to be included in the Plan, Specifications, and Estimates (PS&E) package for construction with the Harrell Parkway Project and intersection improvements on US 79. HDR will prepare drawings and specifications for the installation of approximately 350 linear feet of 16-inch water line and 12-inch reclaimed water line across Highway 79 and the Union Pacific Railroad at Harrell Parkway.

This supplemental agreement #2 is for \$93,220.00.

Cost: \$93,220.00

Source of Funds: *RR Transportation and Economic Development Corporation, Self-Financed Water Construction*

RESOLUTION NO. R-2018-5100

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with HDR Engineering, Inc. for the US 79 at Telander Drive Operational Improvements Project, and

WHEREAS, HDR Engineering, Inc. has submitted Supplemental Contract No. 2 to the Contract to modify the provisions for the scope of services and to increase the compensation, and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 2 with HDR Engineering, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 2 to the Contract with HDR Engineering, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 11th day of January, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

§

 \mathcal{S}

§

SUPPLEMENTAL CONTRACT NO. 2

ADDRESS: 810 Hesters Crossing, Suite 120, Round Rock, TX 78681

PROJECT: US 79 at Telander Drive Operational Improvements

This Supplemental Contract No. 2 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the “City” and HDR Engineering, Inc., hereinafter called the “Engineer”.

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the “Contract”, on the 26th day of May, 2016 for the US 79 at Telander Drive Operational Improvements Project in the amount of \$465,972.95; and

WHEREAS, the City and Engineer executed Supplemental Contract No. 1 on September 14, 2017 to amend the scope of services and to increase the compensation by \$423,610.38 to a total of \$889,583.33;

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$93,220.00 to a total of \$982,803.33;

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

I.

Article 1, City Services and Exhibit A, City Services shall be amended as set forth in the attached Addendum To Exhibit A.

II.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum to Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum to Exhibit C.

III.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$93,220.00 the lump sum amount payable under the Contract for a total of \$982,803.33, as shown by the attached Addendum to Exhibit D.

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

[signature pages follow]

HDR ENGINEERING, INC.

By: _____

Date

CITY OF ROUND ROCK

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

Date

ADDENDUM TO EXHIBIT A

City Services

The CITY will provide the following:

- a. City of Round Rock design criteria, standard details and standard specifications.
- b. Record drawings of the existing potable and reclaimed water pipelines.
- c. Submission of permit applications to TXDOT and Union Pacific Railroad, and payment of any applicable fees.
- d. Prompt review and comments on submittals.
- e. Coordinate approvals for geotechnical boring.

ADDENDUM TO EXHIBIT B

Engineering Services

The work to be performed by HDR Engineering, Inc. (ENGINEER) for this work shall consist of providing additional engineering services for water line and reclaimed water line design to be included in the Plan, Specifications, and Estimate (PS&E) package for construction of an at-grade crossing of the Union Pacific Railroad (UPRR) at the Brushy Creek Plant entrance, including related intersection improvements on US 79. HDR will prepare drawings and specifications for the installation of approximately 350 linear feet of 16-inch water line and 12-inch reclaimed water line across Highway 79 and the Union Pacific Railroad at Harrell Parkway.

All references to Telander Rd. in the original scope of services shall be Harrell Parkway. The detailed scope of services for this work is further described below.

I. Water & Waste Water Utilities Design

- a. HDR will attend a project kick-off meeting to establish the scope of the project, including the proposed alignment for the new pipelines, connection points to the existing potable water and reclaimed water pipelines, and any applicable design standards, including standard details and/or specifications. One (1) meeting is assumed for budget purposes.
- b. Conduct a site visit after the kick-off meeting to confirm project extents. One (1) field visit is assumed.
- c. HDR will prepare final drawings and specifications indicating the scope, extent, and character of the work to be performed and furnished by a Contractor.

Drawings

- Drawings shall be formatted to print on 11 x 17 paper, at a horizontal scale of 1 inch equals 100 feet and a vertical scale of 1 inch equals 10 feet.
- Only plan and profile sheets and standard detail sheets will be prepared, for inclusion with the roadway drawings. No additional cover sheet, standard notes, or traffic control sheets will be developed.
- The following sheets will be part of the deliverable:
 1. General Notes for Water and Wastewater Lines (1)
 2. Plan and Profile Drawing – Potable Water (1)
 3. Plan and Profile Drawing – Reclaimed Water (1)
 4. Connection Details (2)
 5. Standard Details (1)
 6. Material quantities for inclusion on a roadway quantities sheet.

Specifications

- Only technical specifications related to the pipeline relocation will be prepared, for inclusion with the roadway relocation specifications.
- d. HDR will furnish the bidding documents for review by the City, conduct a review meeting with the City, and revise the bidding documents to address the City's comments, as appropriate.
- e. HDR will provide technical criteria, written descriptions, and design data as necessary for the City's use in filing applications for permits from or approvals of TXDOT and Union Pacific Railroad. HDR will assist the City in consultations with such authorities; and revise the drawings and specifications in response to directives from such authorities.
- f. HDR will prepare an opinion of probable construction cost based on recent bid tabulations for similar work available to HDR and/or provided by the City.
- g. Modify roadway design plans to include the change in access for the Water Treatment Plant.
- h. Update drainage analysis and drainage plans to address the change in access for the Water Treatment Plant.
- i. Additional boring to verify conflicts for proposed water lines.
- j. Design security gate and camera system for the new access to the water treatment plant facility.
- k. Modification and additional traffic control plan sheets to accommodate the design changes.

II. Illumination Design

Provide engineering services for the removal and relocation of existing continuous illumination assemblies, upgrading the relocated illumination assemblies lamp types from HPS to LED, providing new underground infrastructure for the relocated illumination assemblies, providing new continuous illumination assemblies, providing new electrical service for the new continuous illumination assemblies, and providing new underground infrastructure for the new continuous illumination assemblies for the intersection improvements along US79.

- a. Contact the utility company for existing available voltage and connected loads of existing electrical services. Coordinate available voltage, location and connected loads of new electrical service.
- b. Conduct photometric analysis (project limits) for compliance with the required foot candle levels for continuous illumination. The photometric analysis will be utilized to determine the illumination assembly light distribution type only. Mounting height and spacing will be per existing illumination assemblies being relocated.
- c. Conduct voltage drop calculations for conductor and conduit sizes.

- d. Conduct overcurrent protection and load analysis for circuits and electrical service sizes.
- e. Design continuous illumination utilizing TxDOT Roadway/Illumination Standards.
- f. Prepare illumination Layouts, Details, and Standards for inclusion in the plan set.

III. Utility Coordination

- a. Pothole (4 locations) to identify depth of gas lines. This work will be performed by a sub consultant.
- b. Analyze potential utility conflicts based on survey and utility records with respect to engineering plans to determine if the conflict is clear, confirmed, or requires additional Subsurface Utility Investigations.
- c. Coordinate with SUE provider for SUE Quality Level A and B deliverables. Analyze the SUE deliverables for final conflict determination and resolution.
- d. Conduct individual meetings with utility companies to further coordinate utility conflicts and determine conflict resolutions to prevent project delays. Attend additional City utility coordination meetings for continued utility conflict resolution.

IV. Project Management

- a. Project coordination, correspondence, and meetings.
- b. Prepare sub consultant agreements.
- c. Assist City during advertising of the project for bidding.

SERVICES NOT INCLUDED

- a. It is assumed that sufficient topographic survey, subsurface utility engineering and geotechnical boring data has been collected for the pipeline design.
- b. No modeling and/or sizing of utilities will be performed for existing or future capacity analysis.
- c. No pipe material analysis will be performed.
- d. No easements will be prepared or acquired.
- e. HDR is not responsible for providing engineering technical review of utility relocation design plans for UAR compliance in State ROW, and confirmation of conflict resolutions. HDR is not required to coordinate and track the utility company relocations and schedules. Such work includes but is not limited to contacting utility companies for progress on design plan completions, work order submittals, material procurement, contractor attainment, relocation completions, abandonment and/or removal completions. HDR is not required to coordinate and respond to utility companies and contractor Requests For Information relating to utility construction and design changes.

ADDENDUM TO EXHIBIT C
Work Schedule

PS&E plans 100% - March 15, 2018

Bid Services – May, 2018

Construction Services – May 2018 to December 2019

ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

Exhibit D

Project Name: **US 79 at Telander Drive Operational Improvements**

Consultant: **HDR Engineering, Inc.**

Cost Component, Hours	Total Hours
Project Principal	0
Project Manager	50
Senior Engineer.	26
Design Engineer	136
Engineer-in-Training	298
Sr. Design Technician	0
CADD Technician	48
Clerical/Steno	18
Total Hours	576

Cost Component, Dollars	Billing Rate	Totals
Project Principal	\$280	\$0.00
Project Manager	\$256	\$12,800.00
Senior Engineer	\$215	\$5,590.00
Design Engineer	\$155	\$21,080.00
Engineer-in-Training	\$110	\$32,780.00
Sr. Design Technician	\$120	\$0.00
CADD Technician	\$98	\$4,704.00
Clerical/Steno	\$62	\$1,116.00
Labor Dollars		\$78,070.00

Cost Component, Direct Expenses	Total
Travel Expenses (Mileage billed at IRS Standard Rate)	\$100
Printing	\$100
TOTAL DIRECT EXPENSES	\$200.00

<u>PROJECT FEE SUMMARY</u>		<u>Total</u>
HDR	Costs	\$78,070.00
HDR	Direct Expenses	\$200.00
Subconsultants:		
RTG	<i>Traffic Control Plans</i>	\$5,000.00
Raba Kistner	<i>Pavement Testing & Design</i>	\$350.00
Rios	<i>Utility Potholes</i>	\$9,600.00
TOTAL FEE		\$93,220.00

Project Name: US 79 at Telander Drive Operational Improvements

HDR Engineering, Inc.

Task	Total		Total		Other		TOTALS
	Labor Hours	Loaded Labor Cost	Labor Hours	Loaded Labor Cost	Direct Costs	Subconsultants	
TASK I Water & Wastewater Utilities Design	288	\$41,738.00			\$0.00	\$5,350.00	\$47,088.00
TASK II Illumination Design	182	\$21,818.00			\$0.00	\$0.00	\$21,818.00
TASK III Utility Pot Holes	72	\$9,180.00			\$0.00	\$9,600.00	\$18,780.00
TASK IV Project Management	34	\$5,334.00			\$200.00	\$0.00	\$5,534.00
GRAND TOTAL:	576	\$78,070.00			\$200.00	\$14,950.00	\$93,220.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

HDR Engineering, Inc.
Austin, TX United States

Certificate Number:
2017-285870

Date Filed:
11/20/2017

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

City of Round Rock

Date Acknowledged:

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

US79@Telander Dr Improvements
Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	HDR, Inc.	Omaha, NE United States	X	
	Little, George A.	Omaha, NE United States	X	
	Keen, Eric L.	Omaha, NE United States	X	
	Felker, Brent R.	Davis, CA United States	X	
	O'Reilly, Charles L.	Boston, MA 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.



Kelly J. Kootz
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Kelly J. Kootz, this the 20th day of November, 2017, to certify which, witness my hand and seal of office.

Amy B Gleichowski
Signature of officer administering oath

Amy B Gleichowski
Printed name of officer administering oath

Administrative Specialist
Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: H.7

Title: Consider a resolution authorizing the Mayor to execute a Contract with Austin Traffic Signal Construction Co., Inc. for the A.W. Grimes Boulevard and Town Centre Drive Traffic Signal Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/11/2018

Dept Director: Gary Hudder, Transportation Director

Cost: \$254,595.55

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

Attachments: Resolution, Bid Tabulation, Letter of Recommendation, Form 1295

Department: Transportation Department

Text of Legislative File 2018-5101

The Transportation Department concurs with the attached letter of recommendation from Stantec Consulting Services, Inc.; which endorses the bid submitted by Austin Traffic Signal Construction Company, Inc. (ATS) for the construction of a Traffic Signal at the intersection of AW Grimes Boulevard & Town Centre Drive. On December 12, 2017, ATS and American Lighting and Signalization, LLC (ALS) were the only two respondents to the solicitation of work for this project; and their bids were \$254,595.55 and \$313,353.90 respectively. The bid submitted by ATS is \$58,758.35 less than the bid submitted by ALS. Consequently, the Transportation Department recommends awarding a contract to Austin Traffic Signal Construction Company, Inc. (ATS), for the construction of the Traffic Signal at AW Grimes Blvd. & Town Centre Dr.

Cost: \$254,595.55

Source of Funds: *RR Transportation and Economic Development Corporation*

RESOLUTION NO. R-2018-5101

WHEREAS, the City of Round Rock has duly advertised for bids for the A.W. Grimes Boulevard and Town Centre Drive Traffic Signal Project; and

WHEREAS, Austin Traffic Signal Construction Co., Inc. has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Austin Traffic Signal Construction Co., Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Austin Traffic Signal Construction Co., Inc. for the A.W. Grimes Boulevard and Town Centre Drive Traffic Signal 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 11th day of January, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

THE CITY OF ROUND ROCK

Transportation Department
2008 Enterprise Dr.
Round Rock, Texas 78664

Project Name: Traffic Signal at A.W. Grimes & Town Centre Dr.

Project ID:

Project Duration:



BID TABULATION

Bid Extended By:		
	Print Name	Initials
Bid Opening: 12/12/2017	Ernest Cerda	EC
Bid Opening Location: 2008 Enterprise Drive		
Liquidated Damages:		
No. of Responses:	2	
Project Manager:	Chris Lopez	
Project Consultant:	Stantec	
BIDDER'S NAME:		
Austin Traffic Signal Construction Co, Inc		American Lighting and Signalization, LLC

BASE BID TRAFFIC SIGNAL (@ A.W. GRIMES & TOWN CENTRE DR)								
Item #	Item Description	UNIT	APPROX QTY	UNIT PRICE	COST	UNIT PRICE	COST	
1	DRILL SHAFT (TRF SIG POLE)(36 IN)	LF	56.00	\$234.00	\$13,104.00	\$989.76	\$55,426.56	
2	MOBILIZATION	LS	1.00	\$15,000.00	\$15,000.00	\$26,841.58	\$26,841.58	
3	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2.00	\$3,000.00	\$6,000.00	\$3,148.70	\$6,297.40	
4	CURB RAMPS (TY 1)	EA	4.00	\$3,080.00	\$12,320.00	\$2,603.60	\$10,414.40	
5	CURB RAMPS (TY 10)	EA	2.00	\$3,500.00	\$7,000.00	\$2,258.60	\$4,517.20	
6	COND (PVC) (SCH 80) (2")	LF	535.00	\$7.00	\$3,745.00	\$13.46	\$7,201.10	
7	CONDT (PVC) (SCH 80) (2") (BORE)	LF	350.00	\$35.00	\$12,250.00	\$23.78	\$8,323.00	
8	COND (PVC) (SCH 80) (3")	LF	550.00	\$9.00	\$4,950.00	\$14.66	\$8,063.00	
9	COND (PVC) (SCH 80) (3") (BORE)	LF	340.00	\$40.00	\$13,600.00	\$28.56	\$9,710.40	
10	COND (PVC) (SCH 80) (4")	LF	110.00	\$16.00	\$1,760.00	\$19.74	\$2,171.40	
11	ELEC CONDR (NO 8) BARE	LF	1,500.00	\$1.00	\$1,500.00	\$1.32	\$1,980.00	
12	ELEC CONDR (NO 8) INSULATED	LF	1,810.00	\$1.10	\$1,991.00	\$1.39	\$2,515.90	
13	ELEC CONDR (NO 6) BARE	LF	25.00	\$6.00	\$150.00	\$5.02	\$125.50	
14	ELEC CONDR (NO 6) INSULATED	LF	50.00	\$7.00	\$350.00	\$5.02	\$251.00	
15	GROUND BOX TY D (162922) W/ APRON	EA	6.00	\$1,800.00	\$10,800.00	\$1,155.83	\$6,934.98	
16	ELC SRV TY D 120/240 100 (NS) AL (E) PS (U)	EA	1.00	\$5,600.00	\$5,600.00	\$5,862.70	\$5,862.70	
17	INSTALL HWY TRF SIG (SYSTEM)	EA	1.00	\$15,000.00	\$15,000.00	\$23,658.95	\$23,658.95	
18	VEH SIG SEC (12") LED (GRN)	EA	11.00	\$193.00	\$2,123.00	\$209.73	\$2,307.03	
19	VEH SIG SEC (12") LED (GRN ARW)	EA	4.00	\$193.00	\$772.00	\$209.73	\$838.92	
20	VEH SIG SEC (12") LED (YEL)	EA	11.00	\$193.00	\$2,123.00	\$209.73	\$2,307.03	
21	VEH SIG SEC (12") LED (YEL ARW)	EA	6.00	\$193.00	\$1,158.00	\$209.73	\$1,258.38	
22	VEH SIG SEC (12") LED (RED)	EA	11.00	\$193.00	\$2,123.00	\$209.73	\$2,307.03	
23	VEH SIG SEC (12") LED (RED ARW)	EA	4.00	\$193.00	\$772.00	\$209.73	\$838.92	
24	PED SIG SEC (LED) (COUNTDOWN)	EA	2.00	\$900.00	\$1,800.00	\$531.30	\$1,062.60	
25	BACK PLATE (12") (3 SEC) ALUM	EA	13.00	\$53.00	\$689.00	\$89.41	\$1,162.33	

THE CITY OF ROUND ROCK

Transportation Department
2008 Enterprise Dr.
Round Rock, Texas 78664

Project Name: Traffic Signal at A.W. Grimes & Town Centre Dr.

Project ID:

Project Duration:



Ernest S. Cerda
12/15/2017

BID TABULATION

Bid Extended By:				
			Print Name	Initials
Bid Opening: 12/12/2017			Ernest Cerda	EC
Bid Opening Location: 2008 Enterprise Drive				
Liquidated Damages:				
No. of Responses:			2	
Project Manager:			Chris Lopez	
Project Consultant:			Stantec	
	Austin Traffic Signal Construction Co, Inc		American Lighting and Signalization, LLC	
00	\$69.00	\$138.00	\$108.82	\$217.64
00	\$1.25	\$1,388.75	\$1.52	\$1,688.72
00	\$1.60	\$612.80	\$1.78	\$681.74
00	\$2.00	\$3,156.00	\$1.95	\$3,077.10
00	\$4.00	\$3,900.00	\$3.64	\$3,549.00
00	\$1.00	\$1,675.00	\$3.02	\$5,058.50
00	\$7,400.00	\$14,800.00	\$7,710.75	\$15,421.50
00	\$9,100.00	\$18,200.00	\$8,055.75	\$16,111.50
00	\$2,700.00	\$10,800.00	\$2,346.58	\$9,386.32
00	\$535.00	\$4,280.00	\$809.60	\$6,476.80
00	\$2,920.00	\$2,920.00	\$3,669.65	\$3,669.65
00	\$4,000.00	\$8,000.00	\$2,360.95	\$4,721.90
00	\$1,500.00	\$9,000.00	\$1,565.92	\$9,395.52
00	\$350.00	\$350.00	\$1,062.60	\$1,062.60
00	\$4.00	\$6,700.00	\$3.24	\$5,427.00
00	\$2,800.00	\$11,200.00	\$2,620.85	\$10,483.40
00	\$4.00	\$560.00	\$4.56	\$638.40
00	\$2,100.00	\$2,100.00	\$2,765.75	\$2,765.75
00	\$400.00	\$400.00	\$687.70	\$687.70
00	\$950.00	\$1,900.00	\$1,143.10	\$2,286.20
00	\$3,525.00	\$3,525.00	\$3,777.75	\$3,777.75
00	\$900.00	\$900.00	\$340.40	\$340.40
00	\$5.00	\$2,850.00	\$2.52	\$1,436.40
00	\$3,500.00	\$3,500.00	\$7,032.25	\$7,032.25
00	\$4.00	\$560.00	\$6.01	\$841.40
00	\$1,500.00	\$1,500.00	\$1,961.90	\$1,961.90
00	\$3,000.00	\$3,000.00	\$2,779.55	\$2,779.55
		\$254,595.55		\$313,353.90

THE CITY OF ROUND ROCK

Transportation Department
2008 Enterprise Dr.
Round Rock, Texas 78664

Project Name: Traffic Signal at A.W. Grimes & Town Centre Dr.
Project ID:
Project Duration:



BID TABULATION

Bid Extended By:		
	Print Name	Initials
Bid Opening: 12/12/2017	Ernest Cerda	EC
Bid Opening Location: 2008 Enterprise Drive		
Liquidated Damages:		
No. of Responses:	2	
Project Manager:	Chris Lopez	
Project Consultant:	Stantec	
BIDDER'S NAME:	Austin Traffic Signal Construction Co, Inc	American Lighting and Signalization, LLC
BIDDER'S BUSINESS LOCATION:	Pflugerville	Grand Prairie
BID SECURITY?	Yes	Yes
STATEMENT OF SAFETY EXPERIENCE?	Yes	Yes
ADDENDA ACKNOWLEDGED?	Yes	Yes



Stantec Consulting Services Inc.
1905 Aldrich St. Suite 300, Austin TX 78723

December 14, 2017
File: 222010781

Attention: City of Round Rock - Transportation

2008 Enterprise Dr
Round Rock, Texas 78664

Reference: Traffic Signal at A.W. Grimes Blvd & Town Centre Dr -Bid Evaluation Results & Contract Award Recommendation

Dear Ms. Collier,

On Tuesday, December 12th, 2017 bids were received and opened for the above-referenced project. A total of two (2) bids were received and evaluated. The following is a list of the contractors that submitted a bid.

- American Lighting and Signalization, LLC
- Austin Traffic Signal Construction Co, Inc

Austin Traffic Signal Construction Co, Inc. from Pflugerville, Texas was formally identified as the apparent low bidder with a Base Bid of **\$254,595.55** and therefore, we recommend contract award to said company.

Ranking order Based on the presented Base Bid Items:

1. Austin Traffic Signal Construction Co, Inc
2. American Lighting and Signalization, LLC

Again, thank you to all parties for your patience and effort throughout this process. If you have any questions or require any additional information, please do not hesitate to contact our office at (512) 328-0011 or email me at Ernest.Cerda@stantec.com.

Regards,

STANTEC CONSULTING SERVICES INC.



December 14, 2017

Page 2 of 2

Reference: Traffic Signal at A.W. Grimes Blvd & Town Centre Dr

Ernest Cerda

Project Manager

Phone: (512) 328-0011

Fax: (512) 328-0325

Ernest.Cerda@stantec.com

Attachment: AW Grimes Traffic Signal Bid Tabulation 12_13_17.xls

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

AUSTIN TRAFFIC SIGNAL CONSTRUCTION CO. INC.
ROUND ROCK, TX United States

Certificate Number:
2018-298738

Date Filed:
01/04/2018

Date Acknowledged:

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

CITY OF ROUND ROCK, TEXAS

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.

AW GRIMES - TOWN CENTER T.S.
NEW TRAFFIC SIGNAL AW GRIMES - TOWN CENTER-ROUNDROCK, TEXAS

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

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Edward G. Schmedy Jr., and my date of birth is 5-14-1961.

My address is PO Box 130 Round Rock TX 78680 USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of TX, on the 5th day of Jan., 20 18.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: H.8

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Kimley-Horn and Associates, Inc. for a Roadway Impact Fee Study.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/11/2018

Dept Director: Gary Hudder, Transportation Director

Cost: \$104,018.00

Indexes: General Self-Financed Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2018-5102

Funds are not always readily available for the expansion of the City of Round Rock (CORR) roadway network to meet increasing travel demands resulting from new growth. One method to alleviate this funding challenge is to collect impact fees from new development to help fund expansion of the transportation infrastructure. Impact fees provide a systematic, structured approach to assessment of fees and allows for pooling of funds to implement key system improvements.

The goal of this professional services contract with Kimley-Horn & Associates, Inc. is to evaluate the development and implementation of a Roadway Impact Fee for the CORR. This will provide the CORR with the technical analysis required by Chapter 395 of the Texas Local Government Code to determine the maximum assessable roadway impact fee. The project is broken into two phases: 1) evaluation and analysis and 2) adoption and implementation. Once the evaluation and analysis has been completed, we will access the benefit of moving to adopt and implement such a plan. The cost of these services is \$104,018 and includes administration tools and implementation support through December 2018.

Cost: \$104,018.00

Source of Funds: General Self-Financed Construction



City of Round Rock

Agenda Item Summary

Agenda Number: H.8

RESOLUTION NO. R-2018-5102

WHEREAS, the City of Round Rock desires to retain engineering services for the Roadway Impact Fee Study Project; and

WHEREAS, Kimley-Horn and Associates, Inc. has submitted a Contract for Engineering Services to provide said services; and

WHEREAS, the City Council desires to enter into said contract with Kimley-Horn and Associates, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with Kimley-Horn and Associates, Inc. for the Roadway Impact Fee Study Project, a copy of said contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 11th day of January, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



**CITY OF ROUND ROCK
CONTRACT FOR ENGINEERING SERVICES**

FIRM: KIMLEY-HORN AND ASSOCIATES, INC. ("Engineer")

ADDRESS: 10814 Jollyville Road, Campus IV, Suite 300, Austin, Texas 78759

PROJECT: Roadway Impact Fee Study

THE STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2018 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

CONTRACT DOCUMENTS

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

ARTICLE 1 **CITY SERVICES**

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

ARTICLE 2 **ENGINEERING SERVICES**

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

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

ARTICLE 3 **CONTRACT TERM**

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

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

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

ARTICLE 4 **COMPENSATION**

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

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

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of One Hundred Four Thousand Eighteen and No/100 Dollars, (\$104,018.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

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

ARTICLE 5 **METHOD OF PAYMENT**

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

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

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

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

ARTICLE 6

PROMPT PAYMENT POLICY

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

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

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

ARTICLE 7

NOTICE TO PROCEED

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

ARTICLE 8

PROJECT TEAM

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

Leah Collier
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 341-3318

Mobile Number (512) 844-8610
Email Address icollier@roundrocktexas.gov

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

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

Jeffrey Whitacre, P.E., AICP, PTP
Project Manager
10814 Jollyville Road
Campus IV, Suite 300
Austin, TX 78759
Telephone Number (817) 339-2254
Email Address jeff.whitacre@kimley-horn.com

ARTICLE 9

PROGRESS EVALUATION

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

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

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

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

ARTICLE 10

SUSPENSION

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

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

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

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13

SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14

USE OF DOCUMENTS

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

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

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

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

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

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

ARTICLE 15

PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 16

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from City. All subcontracts shall include the provisions required in this Contract and shall be approved as to form, in writing, by City prior to Engineering Services being performed under the subcontract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 17
EVALUATION OF ENGINEERING SERVICES

City, or any authorized representatives of it, shall have the right at all reasonable times to review or otherwise evaluate the Engineering Services performed or being performed hereunder and the premises on which it is being performed. If any review or evaluation is made on the premises of Engineer or a subcontractor, then Engineer shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of City or other representatives in the performance of their duties.

ARTICLE 18
SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by City before any final report is issued. City's comments on Engineer's preliminary reports shall be addressed in any final report.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- (1) By mutual agreement and consent, in writing, of both parties.
- (2) By City, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (4) By City, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- (5) By satisfactory completion of all Engineering Services and obligations described herein.

Should City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, City shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering

Services completed at that time. Should City terminate this Contract under Subsection (4) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if City terminates this Contract for fault on the part of Engineer, then City shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to City, the cost to City of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to City of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of City and Engineer under this Contract, except the obligations set forth herein in Article 21 entitled "Compliance with Laws." If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then City may take over the project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to City for any additional and reasonable costs incurred by City.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

(1) Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish City with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing the Agreement on behalf of the Engineer verifies Engineer does not boycott Israel and will not boycott Israel at any term of this Agreement.

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

ARTICLE 22

INDEMNIFICATION

Engineer shall save and hold harmless City and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Contract, which are caused by or which result from the negligent error, omission, or negligent act of Engineer or of any person employed by Engineer or under Engineer's direction or control.

Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City as a result of such negligent activities by Engineer, its agents, or employees.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. City shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the project has been completed.

ARTICLE 24

ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to City in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

NON-COLLUSION, FINANCIAL INTEREST PROHIBITED

(1) Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(2) Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be

recommended or required for the construction of the project.

ARTICLE 26 **INSURANCE**

(1) Insurance. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Engineer shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

(2) Subconsultant Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Article 26, Section (1) above, including the required provisions and additional policy conditions as shown below in Article 26, Section (3).

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

(3) Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Engineer shall notify City thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to City by certified mail to:

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

- (b) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

(4) Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit E herein entitled "Certificates of Insurance."

ARTICLE 27
COPYRIGHTS

City shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 28
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of City.

ARTICLE 29
SEVERABILITY

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

ARTICLE 30
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 31
ENGINEER'S ACCOUNTING RECORDS

Records pertaining to the project, and records of accounts between City and Engineer, shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives at mutually convenient times. The City reserves the right to review all records it deems relevant which are related to this Contract.

ARTICLE 32
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

City:

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

and to:

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

Engineer:

Kimley-Horn and Associates, Inc.
10814 Jollyville Road
Campus IV, Suite 300
Austin, TX 78759

ARTICLE 33
GENERAL PROVISIONS

(1) Time is of the Essence. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies.

(2) Force Majeure. Neither City nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

(4) Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.

(5) Opinion of Probable Cost. Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

(6) Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

ARTICLE 34 **SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing City to enter into this Contract.

[Signatures on the following page.]

IN WITNESS WHEREOF, the City of Round Rock has caused this Contract to be signed in its corporate name by its duly authorized City Manager or Mayor, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Signature of Principal
Printed Name: _____

LIST OF EXHIBITS ATTACHED

- | | |
|---------------|---------------------------|
| (1) Exhibit A | City Services |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Schedule |
| (4) Exhibit D | Fee Schedule |
| (5) Exhibit E | Certificates of Insurance |

EXHIBIT A

City Services

Project Understanding:

The City will provide the following services broken down by tasks outlined in Exhibit B:

Task 1 – Project Initiation, Education and Management.

- Project Team Status Meetings and Coordination. The City will participate reoccurring meetings with ENGINEER. A maximum of six (6) meetings will be held.

Task 2 – Land Use Assumptions

- Data Collection. The City will provide the following data:
 - TAZ Demographic Data from the 2017 Master Thoroughfare Plan.
 - City Contacts – The City shall provide the organization structure and contact information for the applicable City staff involved with the land use assumptions.
 - Comprehensive Master Plans – The City shall identify and provide the City's most recent comprehensive master plans.
 - Building Permit History – The City shall provide the Consultant with available building permit history (both residential and non-residential) for the previous ten (10) years.
 - Currently adopted Land Use Assumptions for Water and Wastewater Impact Fees.
 - Maps – The City shall provide the Consultant with available GIS shapefiles, associated databases, and layer files in ESRI ArcGIS10.x format. All data shall be projected in NAD 83 State Plane, North Central Texas Zone coordinates. Data should include:
 - Current Zoning Map;
 - Future Land Use Plan Map;
 - City / County Parcel Data;
 - City Limits and ETJ Map; and
 - Most recent digital orthophotograph (DOQ) of the City.

Task 3 – Master Plan Review and Impact Fee Capital Improvements Plan (CIP)

- Data Collection. The City will provide the following data:
 - City contacts – City shall provide the organization structure and contact information for the applicable City staff involved with the completion of the roadway capacity analysis and roadway impact fee CIP.
 - Thoroughfare Plan – The City shall provide the Consultant the most recent thoroughfare plan adopted by the City in GIS format. The ENGINEER will utilize the thoroughfare plan as is currently adopted. Any analysis related to updating the City's currently adopted Thoroughfare Plan will be considered additional services.
 - Traffic Counts – The City shall provide any available data (current and historical) for all roadway segments on the current Thoroughfare Plan. If additional counts are necessary the City will collect additional traffic counts.
 - Historical Project Costing Information – The City shall provide the ENGINEER with available data on the actual City costs for previously completed arterial roadway improvement projects to assist in the development of planning level project costs for future projects and to include any project costs for previously completed projects with excess capacity available to serve future growth.

Task 5 – Financial Credit Calculation Analysis

- A. Data Collection. The City will coordinate with the financial subconsultant to provide information needed for the optional credit calculation.

Task 6 – Roadway Impact Fee Study Document and Adoption Process

- Adoption Process
 - The City will prepare the proposed Roadway Impact Fee Ordinance.
 - The City will organize and submit advertisements to the local paper for the public hearings. The City will prep the documents needed for advisory committee meetings and Council meetings.

EXHIBIT B

Engineering Services

Project Understanding:

The ENGINEER understands the goal of this project is to evaluate the development and implementation of a Roadway Impact Fee for the City. This scope of services will provide the City with the technical analysis required by Chapter 395 of the Texas Local Government Code to determine the maximum assessable roadway impact fee that may be assessed. To conduct the land use assumptions analysis, the ENGINEER will utilize the demographics from the traffic analysis zones (TAZs) developed for the 2017 Master Thoroughfare Plan. The growth will be compared to historic growth based on building permit history. To create the Roadway Impact Fee Capital Improvements Plan (CIP), the ENGINEER will utilize the most recent Master Thoroughfare Plan. Any analysis related to amending the City's Future Land Use Plan, Master Thoroughfare Plan, or a change to the roadway impact fee study resulting from an amendment to the Future Land Use Plan or Master Thoroughfare Plan following a notice from the City to use one or both of these documents, will be considered additional services. The project is broken into two phases. The first phase is the evaluation and analysis component and the second phase is adoption and implementation.

This project is anticipated to include the following components:

Phase 1: Evaluation and Analysis

1. Project Initiation, Education and Management
2. Land Use Assumptions
3. Master Plan Review and Impact Fee Capital Improvements Plan (CIP)
4. Maximum Fee Calculations and Rate Analysis
5. Credit Calculation (Optional)

Phase 2: Adoption and Implementation

6. Roadway Impact Fee Study Document and Adoption Process
7. Administration Tools

Task 1 – Project Initiation, Education and Management

- A. Project Kick-Off Meeting and Impact Fee 101. The ENGINEER will meet with the City for a formal kick-off meeting for the Roadway Impact Fee project. During this meeting, the scope and City contacts will be determined for each task. The ENGINEER will present an Impact Fee 101 to City staff during this meeting.
- B. Project Team Status Meetings and Coordination. The ENGINEER will participate reoccurring meetings with City staff. These meetings will be held on specific days and times as agreed by the City. A maximum of two (2) hours will be anticipated for each meeting. These may be either in-person calls or conference calls. The ENGINEER will prepare notes from each meeting. A maximum of six (6) meetings will be held.
- C. Project Status Reports and Invoicing. The ENGINEER will prepare and submit monthly status reports regarding project schedule and critical tasks. The ENGINEER will prepare monthly invoices.
- D. Service Areas. The ENGINEER will meet with the City to develop the roadway impact fee service area boundaries within the existing City limits consistent with the six (6) mile limit required by law. The ENGINEER anticipates approximately three (3) service areas will be required for roadway impact fees.

E. Project Education. The ENGINEER will prepare for and attend the following meetings:

- One (1) stakeholder, P&Z, City Council, or other committees;
- One (1) joint City Council and Capital Improvements Advisory Committee (CIAC) workshop to present fundamentals of Roadway Impact Fees, a summary of the Roadway Impact Fee methodology, Land Use Assumptions, and the CIP and Maximum Assessable Roadway Impact Fees;

Task 2 – Land Use Assumptions

A. Data Collection. The ENGINEER will coordinate with the City to obtain the following data:

- TAZ Demographic Data from the 2017 Master Thoroughfare Plan.
- City Contacts – The City shall provide the organization structure and contact information for the applicable City staff involved with the land use assumptions.
- Comprehensive Master Plans – The City shall identify and provide the City’s most recent comprehensive master plans.
- Building Permit History – The City shall provide the Consultant with available building permit history (both residential and non-residential) for the previous ten (10) years.
- Currently adopted Land Use Assumptions for Water and Wastewater Impact Fees.
- Maps – The City shall provide the Consultant with available GIS shapefiles, associated databases, and layer files in ESRI ArcGIS10.x format. All data shall be projected in NAD 83 State Plane, North Central Texas Zone coordinates. Data should include:
 - Current Zoning Map;
 - Future Land Use Plan Map;
 - City / County Parcel Data;
 - City Limits and ETJ Map; and
 - Most recent digital orthophotograph (DOQ) of the City.

B. Ten-Year Land Use Assumptions. Chapter 395 states that impact fees may only be used to pay for items included in the Impact Fee capital improvements plan and attributable to new service units projected over a period of time not to exceed ten (10) years. Based on guidance from the City regarding projected development patterns and growth rates and the 2017 Master Thoroughfare Plan TAZs, the ENGINEER will develop the Ten-Year Land Use Assumptions for the 2016 – 2026 planning window. The ENGINEER will complete the demographic table for each roadway service area.

C. Documentation. The ENGINEER will incorporate the Land Use Assumptions information prepared by the City into the final Impact Fee Report. No separate documentation will be completed for the land use assumptions.

D. Meetings. The ENGINEER will discuss the land use assumptions during one of the reoccurring project team status meetings. It is anticipated to be one of the meetings.

E. Deliverables.

- No specific deliverable will be prepared for this task; the Land Use Assumptions will be incorporated into the final Impact Fee Study report.

Task 3 – Master Plan Review and Impact Fee Capital Improvements Plan (CIP)

• Data Collection. The ENGINEER will coordinate with the City to obtain the following data:

- City contacts – City shall provide the organization structure and contact information for the applicable City staff involved with the completion of the roadway capacity analysis and roadway impact fee CIP.
- Thoroughfare Plan – The City shall provide the Consultant the most recent thoroughfare plan adopted by the City in GIS format. The ENGINEER will utilize the thoroughfare plan as is currently adopted. Any analysis related to updating the City’s currently adopted Thoroughfare Plan will be considered additional services.

- Traffic Counts – The City shall provide any available data (current and historical) for all roadway segments on the current Thoroughfare Plan. The ENGINEER will obtain recently completed traffic counts for state highway facilities from TxDOT. If additional counts are necessary the ENGINEER will request the count data from City staff.
- Historical Project Costing Information – The City shall provide the ENGINEER with available data on the actual City costs for previously completed arterial roadway improvement projects to assist in the development of planning level project costs for future projects and to include any project costs for previously completed projects with excess capacity available to serve future growth.
- Master Plan Review. The ENGINEER will review the currently adopted roadway Master Thoroughfare Plan (MTP) to verify if modifications are needed prior to formulating the Roadway Capital Improvement Plan. Modification will be provided with the recommendations from City staff. City staff will perform the necessary tasks to have the revised MTP adopted by City Council (if necessary). As part of this task the ENGINEER will field verify the existing inventory of the City's roadway network.
- Ten-Year Growth Projections and Capacity Analysis.
 - The ENGINEER will identify the service units for new development and the average trip length. Using the 10th Edition of the Institute of Transportation Engineer's (ITE) Trip Generation Manual, the ENGINEER will incorporate trip generation and pass-by trip rates.
 - The ENGINEER will perform an analysis of existing conditions. This will include a determination of roadway capacities, volumes, vehicle-miles of supply, vehicle-miles of demand, existing excess capacity, and existing deficiencies.
 - The ENGINEER will project traffic conditions for the ten-year planning period, the target year for the impact fee growth projections. This will include growth and new demand for each service area established in Task 2. The ENGINEER will determine the capacity available for new growth.
- Roadway Impact Fee Capital Improvements Plan
 - The ENGINEER will assist the City to develop a Roadway Impact Fee Capital Improvements Plan which will include cost projections for anticipated projects to be included in the study. The Roadway Impact Fee Capital Improvements Plan will include existing oversized facilities and proposed facilities designed to serve future development. The Roadway Impact Fee Capital Improvements Plan shall include a general description of the project and a project cost projection. Planning level cost projections for future projects will be prepared based on discussion with local roadway construction contractors, City staff, and previous experience with roadway construction costs. The City shall provide actual City cost information for previously completed projects with excess capacity and any cost contribution to County, State, Federal, or developer constructed projects.

Due to the variety of unknowns associated with roadway project costs projections (ROW acquisition, utility relocations, etc.), the planning level project cost projections utilized in the roadway impact fee analysis should not be used for any future capital improvement planning within the City.

 - The ENGINEER will identify the portion of projected improvements required to serve existing demand and the portion of project improvements required to serve new development within the 10-year planning period.
- Meetings. The ENGINEER will prepare for and attend the following meetings:
 - The ENGINEER will discuss the Roadway Impact Fee Capital Improvement Plan during two of the reoccurring project team status meetings. It is anticipated to be two of the meetings.
- Deliverables
 - Roadway Impact Fee CIP Review Packet (which will be included within the Appendix of the final report)

Task 4 – Maximum Fee Calculation and Rate Analysis

- A. Pre-Credit Maximum Assessable Roadway Impact Fee Calculation. Using the newly developed ten-year growth projections, roadway impact fee capital improvements plan, and capacity available for new growth, the ENGINEER will determine the cost of roadway improvements by service area, the maximum costs per service unit, and the resulting pre-credit maximum assessable roadway impact fees by service area. The ENGINEER will incorporate the financial analysis performed in Task 4B to determine the maximum assessable impact fee per service unit.
- B. Financial Analysis. A financial analysis for the credit calculation will not be performed unless Task 5 is authorized. Prior to authorization, 50% of the pre-credit maximum assessable roadway impact fee calculated in Task 4A will be utilized to determine the maximum assessable roadway impact fee.
- C. Meetings. The ENGINEER will prepare for and attend the following meeting:
- The ENGINEER will discuss the Maximum Impact Fee Calculation during two of the reoccurring project team status meetings. It is anticipated to be two of the meetings.
- D. Deliverables
- No specific deliverable will be prepared for this task; the Maximum Fee Calculations and Rate Analysis will be incorporated into the final Impact Fee Study report

Task 5 – Financial Credit Calculation Analysis

- B. Financial Credit Calculation. Using the impact fee eligible capital improvement costs and projected service units, a financial subconsultant will calculate maximum assessable full-cost recovery impact fees for the designated ten-year period for roadway facilities for the three service areas. The financial subconsultant will provide forecasted cash flows for the maximum assessable impact fee for the ten-year period based on projected capital improvement program's implementation schedule (if available) and growth in projected service units. The ENGINEER will work in conjunction with the financial subconsultant to incorporate the Capital Improvements Plan identified in Task 3.D.
- C. Meetings. The financial subconsultant will prepare for and attend the following meetings:
- Two (2) meetings with City staff to review the proposed Maximum Assessable Roadway Impact Fees with credit calculation.
- D. Deliverables
- No specific deliverable will be prepared for this task; the Maximum Fee Calculations and Rate Analysis will be incorporated into the final Impact Fee Study report

Task 6 – Roadway Impact Fee Study Document and Adoption Process

- A. Roadway Documentation. The ENGINEER will provide both a draft and final Roadway Impact Fee Report. The report will include:
- Land Use Assumptions;
 - Roadway service areas;
 - Roadway CIP;
 - Narrative of the impact fee methodology;
 - Impact fee calculations;
 - Land Use Vehicle-Mile Equivalency Table; and
 - Supporting Exhibits.

B. Deliverables

- Electronic (.pdf) copy of the Draft Roadway Impact Fee Report;
- Five (5) 8.5" x 11" hard copies of the Draft Roadway Impact Fee Report; and
- Upon final approval of the Roadway Impact Fee Analysis and new ordinance by the City Council, the ENGINEER will provide five (5) 8" x 11" originals and one (1) electronic (.pdf) copy of the Final Roadway Impact Fee Report.

C. Adoption Process

THE ENGINEER will collect information on actual roadway impact fees collected for up to six (6) benchmark cities for up to three (3) different land uses (likely residential, commercial, and industrial land uses). This information will be provided to the City in electronic (.xls) tabular format for use in the development of comparison tables.

The ENGINEER will review the proposed Roadway Impact Fee Ordinance as prepared by the City Attorney. It is anticipated the City Attorney will require exhibits from the Roadway Impact Fee Report to be included in the ordinance. We recommend the City coordinate with their Attorney to ensure they will be able to prepare the ordinance during Task 4.

It is anticipated that the ENGINEER will prepare for and attend each of the following meetings:

- Two (2) CIAC public hearings to present the Land Use Assumptions, CIP, and Maximum Assessable Roadway Impact Fees;
- Two (2) City Council public hearings to present the Roadway Impact Fee, including the Land Use Assumptions, Roadway Impact Fee CIP and Maximum Assessable Impact Roadway Fees; and
- One (1) City Council meeting where it adopts the ordinance and establishes the actual Roadway Impact Fees.

Task 7 – Administration Tools and Implementation Support

A. Impact Fee Estimator. The ENGINEER will create a Roadway Impact Fee estimator spreadsheet tool to assist in calculating a development's roadway impact fees based on the impact fee rates adopted in Task 6:

B. Implementation Support. The ENGINEER will provide implementation support to assist City staff as a program is rolled out. This implementation support is based on 18 hours.

C. Deliverables

- Electronic (.xls) Impact Fee Estimator Tool.

EXHIBIT C

Work Schedule

Project Schedule:

The ENGINEER will complete the proposed project on the schedule illustrated below:

Task	Schedule
1. Project Initiation, Education, and Management	January 2018 – December 2018 (Ongoing)
2. Land Use Assumption	February 2018
3. Master Plan Review and Impact Fee Capital Improvements Plan	March 2018
4. Maximum Fee Calculations and Rate Analysis	April 2018
5. Financial Credit Calculation Analysis	May 2018
6. Roadway Impact Fee Study Document and Adoption Process	May 2018 – August 2018
7. Administration Tools and Implementation Support	September 2018 – December 2018

Exhibit D Fee Schedule

Project Name: 2018 Roadway Impact Fee Study

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1 – Project Initiation, Education and Management	91	\$15,205.00	\$1,500.00	\$0.00	\$16,705.00
Task 2 – Land Use Assumptions	28	\$3,630.00	\$0.00	\$0.00	\$3,630.00
Task 3 – Master Plan Review and Impact Fee Capital Improvements Plan (CIP)	209	\$29,000.00	\$0.00	\$0.00	\$29,000.00
Task 4 – Maximum Fee Calculation and Rate Analysis	20	\$3,260.00	\$0.00	\$0.00	\$3,260.00
Task 5 – Financial Credit Calculation Analysis	83	\$0.00	\$0.00	\$18,028.00	\$18,028.00
Task 6 – Roadway Impact Fee Study Document and Adoption F	136	\$20,790.00	\$2,500.00	\$0.00	\$23,290.00
Task 7 – Administration Tools and Implementation Support	59	\$10,105.00	\$0.00	\$0.00	\$10,105.00
GRAND TOTAL:	626	\$81,990.00	\$4,000.00	\$18,028.00	\$104,018.00

EXHIBIT E

Certificates of Insurance

Attached Behind This Page

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com														
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	<table border="1"> <thead> <tr> <th data-bbox="816 426 1437 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1567 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1437 480">INSURER A : National Union Fire Ins. Co.</td> <td data-bbox="1437 453 1567 480">19445</td> </tr> <tr> <td data-bbox="816 480 1437 508">INSURER B : Aspen American Insurance Compan</td> <td data-bbox="1437 480 1567 508">43460</td> </tr> <tr> <td data-bbox="816 508 1437 535">INSURER C : New Hampshire Ins. Co.</td> <td data-bbox="1437 508 1567 535">23841</td> </tr> <tr> <td data-bbox="816 535 1437 562">INSURER D : Lloyds of London</td> <td data-bbox="1437 535 1567 562">085202</td> </tr> <tr> <td data-bbox="816 562 1437 590">INSURER E :</td> <td data-bbox="1437 562 1567 590"></td> </tr> <tr> <td data-bbox="816 590 1437 617">INSURER F :</td> <td data-bbox="1437 590 1567 617"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins. Co.	19445	INSURER B : Aspen American Insurance Compan	43460	INSURER C : New Hampshire Ins. Co.	23841	INSURER D : Lloyds of London	085202	INSURER E :		INSURER F :	
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INSURER D : Lloyds of London	085202														
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER: 17-18****REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			5268169	04/01/2017	04/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			4489663	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CX005FT17	04/01/2017	04/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	015893685 (AOS)	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000
A				015893686 (CA)	04/01/2017	04/01/2018	E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			P070831700	04/01/2017	04/01/2018	Per Claim \$4,000,000 Aggregate \$4,000,000

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

Re: For All Projects with the City of Round Rock. The City of Round Rock, TX is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability. This insurance is primary & non-contributory where required by written contract. ~~Waiver of~~ Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days written notice (except 10 days for nonpayment of premium) to the Certificate Holder named below will be provided.

CERTIFICATE HOLDER**CANCELLATION**

City of Round Rock, TX 221 East Main Street Round Rock, TX 78664	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Kimley-Horn and Associates, Inc.
Dallas, TX United States

Certificate Number:
2017-295290

Date Filed:
12/19/2017

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

Date Acknowledged:

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

Roadway Impact Fees
Consultant to complete a Roadway Impact Fee Study per Chapter 395 of the LGC

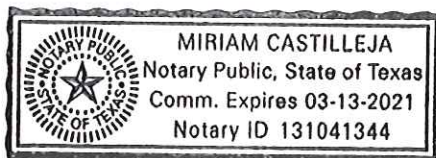
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Atz, John	Dallas, TX United States	X	
	Peed, Brooks	Dallas, TX United States	X	
	Schiller, Mike	Dallas, TX United States	X	
	Wilson, Mark	Dallas, TX United States	X	

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

Sarah Underwood
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Sarah Underwood, this the 19th day of December, 2017, to certify which, witness my hand and seal of office.

Miriam Castilleja
Signature of officer administering oath

Miriam Castilleja

Printed name of officer administering oath

Accounting Assistant

Title of officer administering oath



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider public testimony regarding, and an ordinance approving a rezoning from LI (Light Industrial) to OF (Office) for approximately 4.29 acres, Lots 1 and 2, Block B, replat of Interchange Business Park, Section 2, located northeast of the intersection of Louis Henna Boulevard and Double Creek Drive. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 1/11/2018

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A, Aerial Photo, Vicinity Map with zoning

Department: Planning and Development Services Department

Text of Legislative File 2018-5089

Due to recent actions taken by the State of Texas regarding business licensing requirements, the City learned that several businesses in the Double Creek Office Condominium complex at 2201 and 2251 Double Creek Drive are non-conforming because they are medical office uses in the LI (Light Industrial) zoning district. After evaluating the situation, staff determined that rather than issuing zoning violation notices and pursuing legal action against those business owners, a more reasonable solution would be to rezone the property from the Light Industrial (LI) zoning district to the Office (OF) zoning district. This will result in bringing those non-conforming businesses into compliance with the zoning code while leaving all other businesses unaffected. The owners of each building in the complex were sent a letter on November 1, 2017, explaining the situation and the proposed rezoning. They were invited to meet or communicate with staff prior to the notice being sent for the rezoning public hearing held at the Planning and Zoning Commission. No responses to the invitation were received and there was no public testimony at the public hearing.

The site is developed with structures which are designed for office uses and it contains a variety of office and medical office uses. The LI (Light Industrial) zoning district allows for office uses, but not medical office uses. The LI district also allows manufacturing and assembly, research and development, warehousing, and freight distribution, but this development was designed solely for office uses. The OF (Office) zoning district permits all types of office uses, whether professional or medical.

The number of parking spaces provided on the site conforms to the requirement for office uses, but medical office requires more parking spaces. No additional medical office uses will be allowed unless it can be shown that the existing and proposed uses can be accommodated using the existing spaces. This will be enforced at the time a building permit for medical office use is requested.

The Planning and Zoning Commission voted 8-0 to recommend approval of the rezoning at their meeting on December 6, 2017.

ORDINANCE NO. O-2018-5089

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN SECTION 46-132(b)(1), CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE LOTS 1 AND 2, BLOCK B, REPLAT OF INTERCHANGE BUSINESS PARK, SECTION 2, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, FROM DISTRICT LI (LIGHT INDUSTRIAL) TO DISTRICT OF (OFFICE); AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend the Official Zoning Map to rezone Lots 1 and 2, Block B, replat of Interchange Business Park, Section 2, in Round Rock, Williamson County, Texas, being more fully described in Exhibit “A” attached hereto, from District LI (Light Industrial) to District OF (Office), and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on the 6th day of December, 2017, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the property described in Exhibit “A” be zoned District OF (Office), and

WHEREAS, on the 11th day of January, 2018, after proper notification, the City Council held a public hearing on the requested amendment, and

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Section 46-92 and Section 46-105, Code of Ordinances (2010 Edition), City of Round Rock, Texas concerning public notices, hearings, consideration, findings, and other procedural matters has been fully complied with, Now Therefore

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

I.

That the City Council has considered and hereby makes the following findings regarding this amendment:

1. It is consistent with the general plan;
2. It is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood;
3. The affected property is suitable for uses that are and would be permitted by District OF (Office); and
4. Water, wastewater, and stormwater facilities are suitable and adequate and are available for the permitted uses in District OF (Office).

II.

That the Official Zoning Map adopted in Section 46-132(b)(1), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended so that the

zoning classification of the property described in Exhibit "A" is hereafter designated as District OF (Office).

III.

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

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

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

Alternative 1.

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

READ, PASSED, and ADOPTED on first reading this ____ day of _____, 2018.

Alternative 2.

READ and APPROVED on first reading this the ____ day of _____, 2018.

READ, APPROVED and ADOPTED on second reading this the ____ day of _____, 2018.

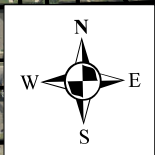
CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

Exhibit "A"

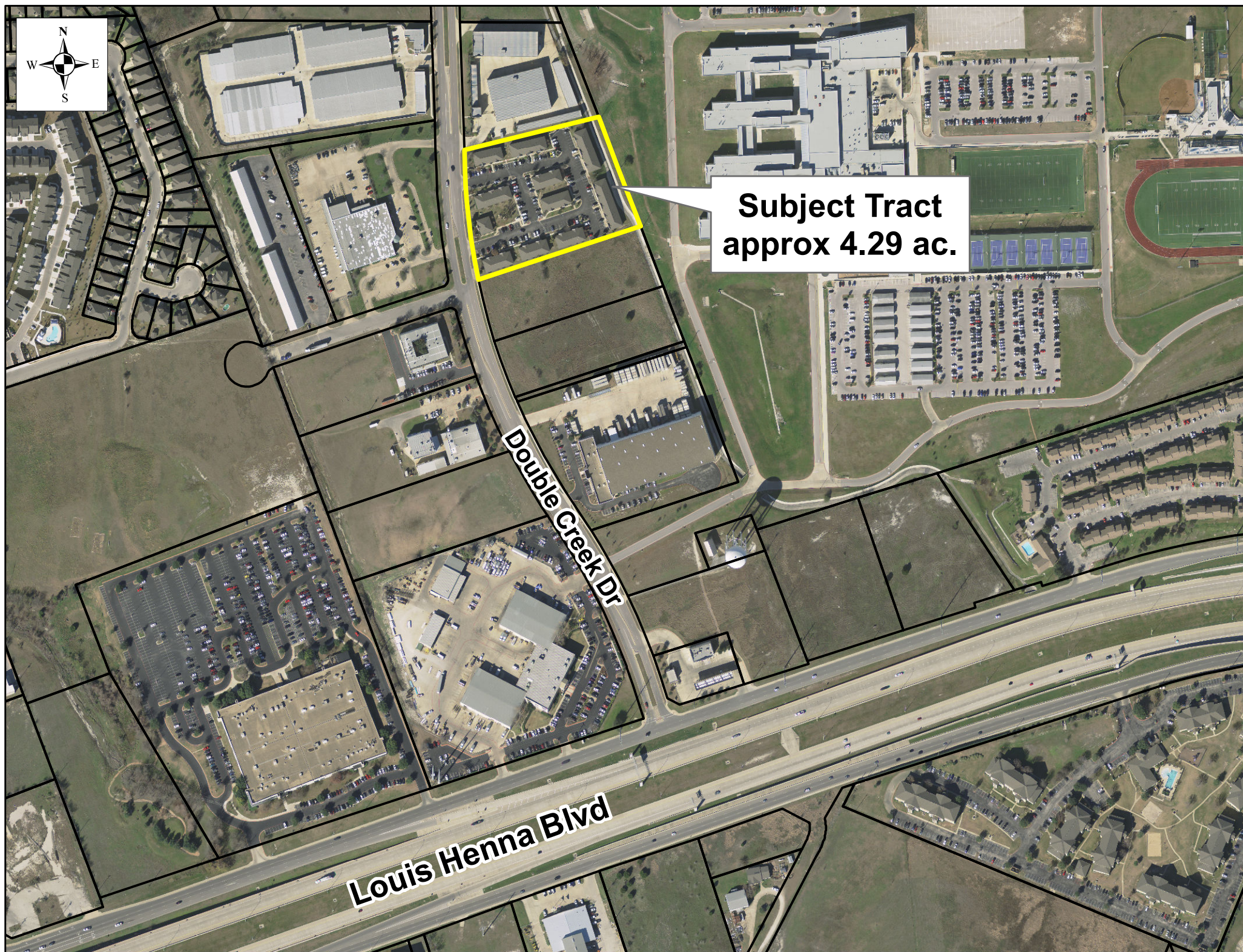
**LOTS 1 AND 2, BLOCK B, REPLAT OF INTERCHANGE BUSINESS PARK, SECTION 2,
WILLIAMSON COUNTY, TEXAS**

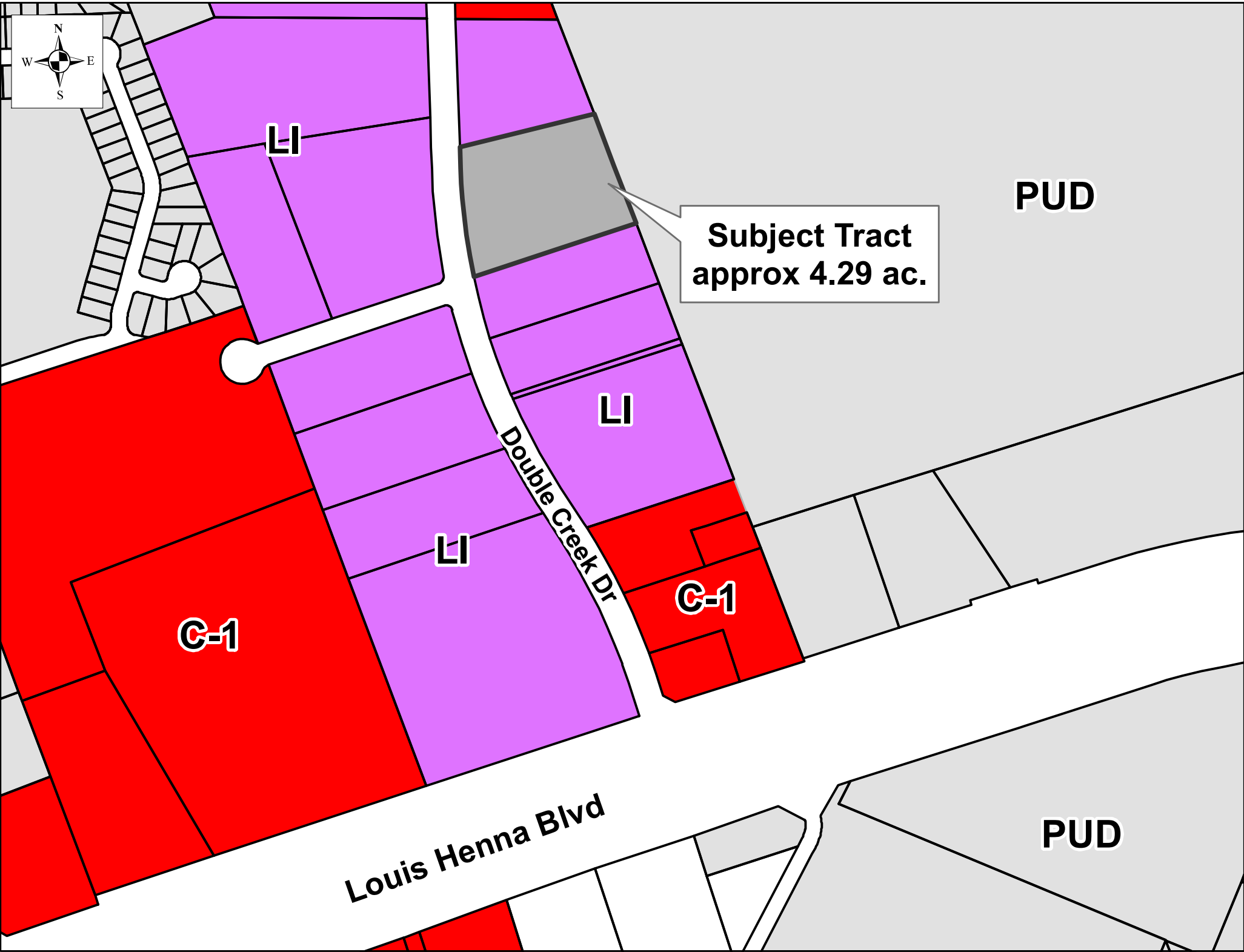
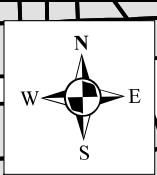


**Subject Tract
approx 4.29 ac.**

Double Creek Dr

Louis Henna Blvd





LI

**Subject Tract
approx 4.29 ac.**

PUD

LI

LI

C-1

C-1

Double Creek Dr

Louis Henna Blvd

PUD



City of Round Rock

Agenda Item Summary

Agenda Number: I.2

Title: Consider public testimony regarding, and an ordinance amending the PUD (Planned Unit Development) No. 61 (Simon North) zoning district to amend the height requirement to allow six stories for a hotel for approximately 6.60 acres on the northwest corner of Bass Pro Drive and North Mays Street. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 1/11/2018

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance, Aerial Photo, Vicinity Map with zoning

Department: Planning and Development Services Department

Text of Legislative File 2018-5090

PUD 61 includes about 55 acres and contains several existing retail developments including the Bass Pro Shop, La-Z-Boy and Cavender's. PUD 61, approved on May 26, 2005, currently allows for a variety of commercial uses, including hotel, conference center, retail, restaurants, office, and theaters to be developed using the C-1 (General Commercial) zoning district standards. These standards include a five-story building height limit for properties which do not have frontage on Interstate Highway 35. The requested PUD amendment would allow for an increase in height to six stories from the five stories currently allowed for the entitled hotel use. In addition, it establishes parking standards for the hotel/conference center, which also has restaurant and retail space, to allow for a sharing of spaces, predicated on the concept that hotel guests will make up the majority of those who are attending events at the conference center and using the restaurants and retail spaces. The applicant has provided staff information that reflects this is how their other Embassy Suites function.

The Planning and Zoning Commission held a public hearing on December 6, 2017, where four residents of the adjacent Teravista community, who live across N. Mays Street from the site, expressed concerns regarding the development affecting their privacy and safety. Concerns were raised relative to the use of the property for overnight accommodations. Specifically, the transient nature of the hotel use is a safety concern, and the proposed height of the hotel is a privacy concern. A homeowner also stated that the lighting necessary for the project is a concern as the recently installed roadway lighting for Mays Street is considered obtrusive. The

Commission voted 8-0 to recommend approval of the PUD amendment after a series of questions and answers provided by staff. Staff also requested that the applicant provide a perspective that reflects the interface between the hotel and the nearby residences, and this item will be provided in the staff presentation to the City Council.

On January 26, 2017, the City Council established an economic development program and approved an agreement with Stonemill Hospitality LLC for the construction of an Embassy Suites Hotel and Convention Center under Chapter 380 of the Texas Local Government Code and authorized an agreement.

ORDINANCE NO. O-2018-5090

AN ORDINANCE AMENDING ORDINANCE NO. AZ-05-05-26-11D2, ADOPTED BY THE CITY COUNCIL OF ROUND ROCK, TEXAS, ON MAY 26, 2005, BY AMENDING SECTIONS II.5, II.6, AND II.11, LIST OF EXHIBITS, AND ADDING EXHIBIT “C-4”, TO THE DEVELOPMENT PLAN OF PUD NO. 61, APPROVED BY THE CITY COUNCIL IN SAID ORDINANCE; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, on May 26, 2005, the City Council of the City of Round Rock, Texas, adopted Ordinance No. AZ-05-05-26-11D2, which established PUD No. 61, and

WHEREAS, on November 14, 2013, the City Council of the City of Round Rock, Texas, adopted Ordinance No. Z-13-11-14-G2 to amend Sections II.5 and II.6 of PUD No. 61, (Amendment No. 1), and

WHEREAS, the City and Stonemill Hospitality, LLC (“Owner”) agreed to an Administrative Amendment (Amendment No. 2), as defined in Section 14.1 of PUD No. 61, such amendment filed as Document No. 2016029242 with the County Clerk of Williamson County, Texas, and

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas, to amend Sections II.5, II.6, II.11, List of Exhibits, and to add Exhibit “C-4”, of the Development Plan of PUD No. 61, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested amendment to Ordinance No. AZ-05-05-26-11D2 on the 6th day of December, 2017, following lawful publication of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that Ordinance No. AZ-05-05-26-11D2 be amended, and

WHEREAS, on the 11th day of January, 2018, after proper notification, the City Council held a public hearing on the requested amendment to Ordinance No. AZ-05-05-26-11D2, and

WHEREAS, the City Council determined that the requested amendment to Ordinance No. AZ-05-05-26-11D2 promotes the health, safety, morals and general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Sections 46-92 and 46-106, Code of Ordinances, 2010 Edition, City of Round Rock, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now Therefore

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

I.

That the City Council hereby determines that the proposed amendment to Planned Unit Development (PUD) District #61 meets the following goals and objectives:

- (1) The amendment to P.U.D. #61 is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) The amendment to P.U.D. #61 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) The amendment to P.U.D. #61 does not have an undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.

II.

That Section II.5 of the Development Plan of PUD No. 61, as approved in Ordinance No. AZ-05-05-26-11D2 and Ordinance No. Z-13-11-14-G2, is hereby amended to read as follows:

5. PERMITTED USES ON PARCEL 1 AND PARCEL 1-A

The following principal uses are permitted on the portion of the Property identified as Parcel 1 and Parcel 1-A on PUD No. 61 Exhibit "C" and further described by metes and bounds in PUD No. 61 Exhibit "C-1" and Exhibit "C-4":

- Retail Sales, including the following uses as secondary uses:
 - Boat Sales and Service
 - Camper Sales and Service
 - All-Terrain Vehicle (ATV) Sales and Service
 - An all-terrain vehicle (ATV), also known as a quad, quad bike, three-wheeler, or four-wheeler, is a motorized vehicle designed to handle a wide variety of terrain. It travels on low-pressure tires, with a seat that is straddled by the operator, along with handlebars for steering control.
 - Indoor Shooting Ranges
- Retail Services, which shall be limited to the following:
 - Florist
 - Cleaners (drop-off and pick-up only)
 - Hair Salon
 - Alteration Shop (Tailor)
 - Copy Business Center
 - Athletic or health club
- Theater/ Cinema
- Indoor Entertainment Activities
- Eating Establishments
- Bars/Pubs/Taverns, which is the use of a site for the retail sale of alcoholic beverages for consumption on premises
- Hotel
- Conference Center
- Bank or Financial Services, which is the use of a site for the provision of financial and banking services. This includes banks, stocks and bonds brokers, loan and lending activities, off-site cash machines, and other similar services.
- Office

- Office, Medical
- Day Care, as an accessory use
- Fire or Police Station
- Visitor Center, which is the use of a site for the provision of information to the public regarding a development, project, or the surrounding community, as well as related activities, events, programs and tourist locations.
- Wireless Transmission Facility, Stealth
- Wireless Transmission Facility, Attached
- Park, Private
- Park, Linear/Linkage
- Park, Community
- Park, Neighborhood
- Park, Regional/Metropolitan

III.

That Section II.6 of the Development Plan of PUD No. 61, as approved in Ordinance No. AZ-05-05-26-11D2 and Ordinance No. Z-13-11-14-G2, is hereby amended to read as follows:

6. PROHIBITED USES ON PARCEL 1 AND PARCEL 1-A

The following uses are prohibited:

- Gasoline & fuel sales
- Outdoor Entertainment
- Automotive & machinery repair
- Automotive & machinery services
- Automotive parts
- Automotive sales
- Automotive rental
- Automotive & machinery washes
- Wrecking yards
- Sale of used goods
- Sexually oriented businesses
- Trucking terminals
- Truck service or repair
- Truck stops
- Bulk distribution centers
- Flea markets

- Portable building sales
- Manufactured home sales
- Boat sales (as a primary use)
- Camper sales (as a primary use)
- Industrial building sales
- Amusement parks or carnivals
- Campgrounds
- Outdoor shooting ranges
- Kennels
- Video arcades (as a primary use)
- Billiard parlors & pool halls (as a primary use)
- Tattoo parlors
- Donation centers
- Recycling centers
- Wholesale nurseries
- Recreational vehicle parks
- Pawn shops
- Heavy equipment sales, rental & leasing
- Wireless Transmission Facility, Self-Standing

IV.

That Section II.11 of the Development Plan of PUD No. 61, as approved in Ordinance No. AZ-05-05-26-11D2, is hereby amended to read as follows:

11. DESIGN STANDARDS AND SITE LAYOUT

11.1 Prohibited Materials

The following materials are prohibited on the exterior walls and roofs of all buildings and structures.

- Asbestos
- Mirrored Glass (reflectivity of 20% or more)
- Corrugated metal (except for trim or minor decorative features approved by the Director of Planning)
- Unfinished sheet metal (except for trim or minor decorative features approved by the Director of Planning)

11.2 Design Standards

Except as modified by this ordinance, the project shall comply with the Design Standards specified in Section 11.409(4) of the Round Rock Zoning

Ordinance. The Design Standards for a theater/cinema use shall generally be in accordance with the attached Exhibit “E.”

11.3 Exception to Design Standards

Retail buildings with a minimum of 250,000 square feet containing a single business may be exempt from the provisions of Section 11.2 and the Round Rock Code of Ordinances as they relate to site development requirements, including, but not limited to height, signage, lighting and building materials, through a Council-approved amendment to this PUD ordinance.

11.4 Building Height

All buildings shall comply with the maximum building height established by the C-1 (General Commercial) zoning district, except that a hotel located on Parcel 1-A shall have a maximum building height of six (6) stories.

11.5 Off-Street Parking

All uses shall comply with Section 46-196 of the Zoning Code regarding off-street parking requirements, except that a hotel located on Parcel 1-A shall, at a minimum, provide parking spaces at a ratio of 1.7 parking spaces for each hotel room.

V.

That the “List of PUD No. 61 Exhibits” as approved in Ordinance No. AZ-05-05-26-11D2, is hereby deleted in its entirety and replaced with a new “List of PUD No. 61 Exhibits”, attached hereto and incorporated herein.

VI.

That Exhibit “C-4”, as attached hereto and incorporated herein, is added to the Development Plan of PUD No. 61.

VII.

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

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

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

Alternative 1.

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

READ, PASSED, and ADOPTED on first reading this ____ day of _____, 2018.

Alternative 2.

READ and APPROVED on first reading this the ____ day of _____, 2018.

READ, APPROVED and ADOPTED on second reading this the ____ day of _____, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

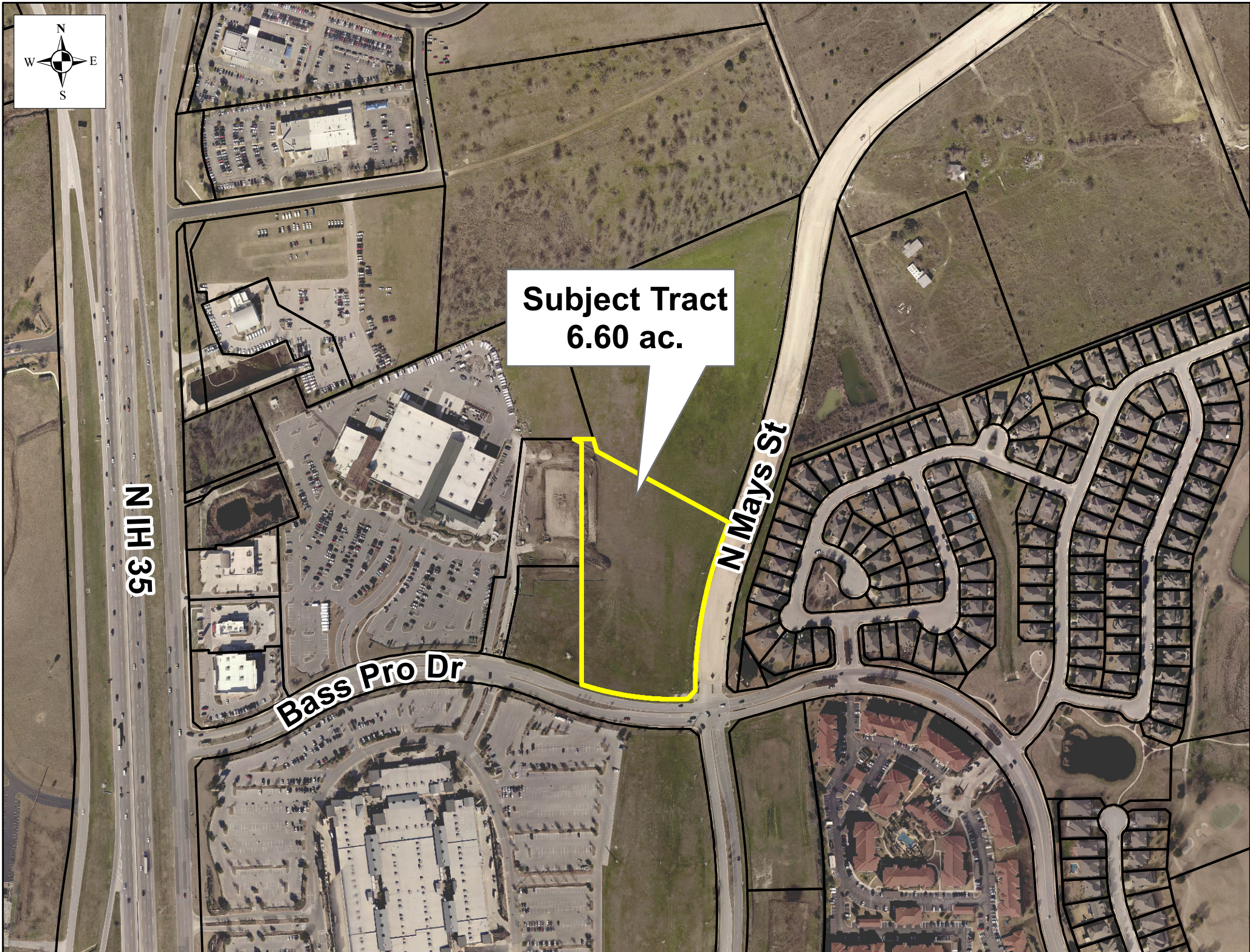


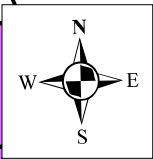
NIH 35

Bass Pro Dr

N Mays St

Subject Tract
6.60 ac.





N IH 35

Bass Pro Dr

PUD

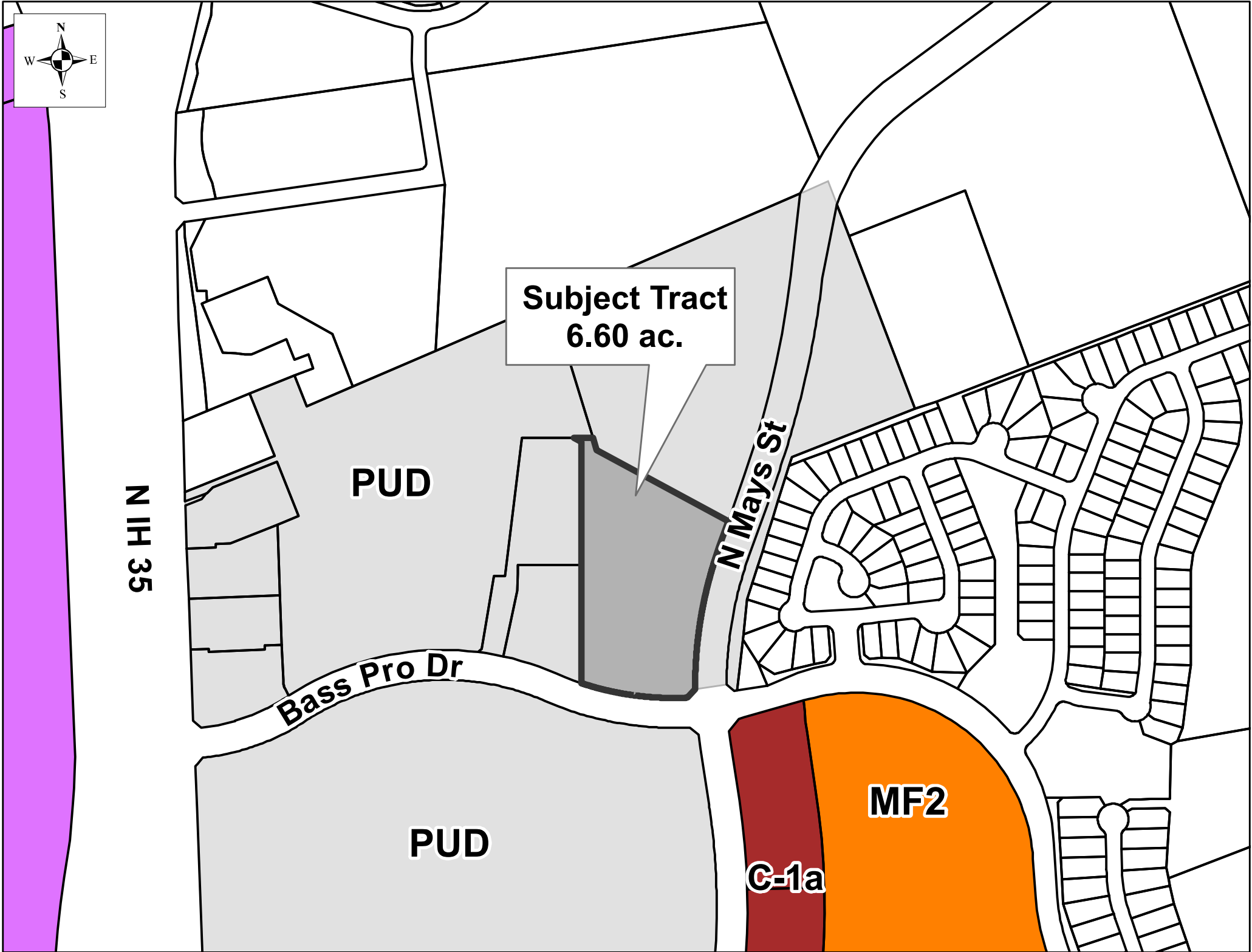
PUD

Subject Tract
6.60 ac.

N Mays St

C-1a

MF2





City of Round Rock

Agenda Item Summary

Agenda Number: I.3

Title: Consider an ordinance amending Chapter 14, Article VIII - Noise, Code of Ordinances (2010 Edition), by adding Section 14-213.1 regarding specific noise regulations. (First Reading)(Requires Two Readings)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 1/11/2018

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance

Department: Planning and Development Services Department

Text of Legislative File 2018-5091

This revision to Chapter 14, Article VIII, adds Section 14-213.1 and creates an exemption for outdoor live music venues which meet specific location criteria. The purpose of this exemption is to create a location(s) for amplified outdoor music which will not negatively impact residential areas or overnight lodging. To mitigate the potential for noise disturbance, the following conditions must be met for a site to qualify for the exemption:

1. Located within one-thousand feet (1,000') of Interstate Highway 35 or State Highway 45.
2. The front of the stage must be located at least 2,500 feet from any residential use or hotel/motel/lodging uses, as of the submittal date of the first City required development application for the venue.
3. The exemption is limited to specific times of day and days of the week, ending at midnight.

Like a sports stadium, events at an outdoor music venue are generally held on a set schedule and on days of the week and at times of the day when loud noises tend to have less impact on the surrounding area. The ordinance currently exempts scheduled stadium events, including Dell Diamond and high school stadiums. This outdoor music venue exemption is more restrictive because it includes location criteria and scheduling limits.

After applying the location criteria, there is only one area where there is property that qualifies for the exemption. No areas in or near downtown qualify, nor does the Kalahari site.

ORDINANCE NO. O-2018-5091

AN ORDINANCE AMENDING CHAPTER 14, ARTICLE VIII - NOISE, CODE OF ORDINANCES (2010 EDITION), CITY OF ROUND ROCK, TEXAS, BY ADDING NEW SECTION 14-213.1 REGARDING SPECIFIC NOISE REGULATIONS; 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:

I.

That Chapter 14, Article VIII, Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended by adding new section 14-213.1, which shall read as follows:

Sec. 14-213.1 Specific noise regulations.

- (a) Certain uses as described in this Section shall be subject to the specific noise regulations as set forth below.
- (b) This subsection (b) applies only to outdoor live music venues that meet the following requirements:
 - (i) are located within 1,000 feet of IH-35 or SH-45, and
 - (ii) the front of the stage is a minimum of 2,500 feet from any residential use or hotel/motel/lodging uses as of the submittal date of the first City required development application.

Said outdoor live music venues are exempt from the requirements of subsection 14-212(c) and (d) during the hours set forth below:

- (i) from noon to 6:00 p.m. on week days for sound check(s);
- (ii) from 6:00 p.m. to midnight on week days for sound check(s) and/or live performances;
- (iii) from noon to midnight on Sunday for sound checks and/or live performances; and
- (iv) from 10:00 a.m. to midnight on Saturday and Federal holidays for sound checks and/or live performances.

Except for the exemption set forth above, said outdoor live music venues are subject to the other requirements of this Article VIII, specifically including the requirements of Tables I and II of 14-212(b).

II.

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

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

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

READ and **APPROVED** on first reading this the ____ day of _____, 2018.

READ, APPROVED and **ADOPTED** on second reading this the ____ day of _____, 2018.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: J.1

Title: Consider one appointment to the CAPCOG General Assembly.

Type: Appointment

Governing Body: City Council

Agenda Date: 1/11/2018

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File 2018-5112