



# 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, Place 6

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Thursday, January 25, 2018

6:00 PM

City Council Chambers, 221 East Main St.

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

**B. ROLL CALL**

**C. PLEDGES OF ALLEGIANCE**

**D. CITIZEN COMMUNICATION**

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

**E. CONSENT AGENDA:**

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

E.1 [2018-5144](#) [Consider the approval of the minutes for the January 11, 2018 City Council meeting.](#)

E.2 [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. \(Second Reading\)](#)

**F. RESOLUTIONS:**

F.1 [2018-5126](#) [Consider a resolution removing the monarch designation for two trees on the site of the proposed Round Rock Industrial development on Chisholm Trail Road.](#)

- F.2     [2018-5127](#)     [Consider a resolution authorizing the Mayor to execute an Agreement with Musco Lighting, LLC for the purchase of driving range lighting and installation services at Forest Creek Golf Course.](#)
- F.3     [2018-5145](#)     [Consider a resolution approving a Chapter 380 Program for Singulex, Inc. dba Veridia Diagnostics.](#)
- F.4     [2018-5146](#)     [Consider a resolution authorizing the Mayor to execute a Chapter 380 Program Agreement with Singulex, Inc. dba Veridia Diagnostics.](#)
- F.5     [2018-5125](#)     [Consider a resolution authorizing the Mayor to execute electronically a Master Intergovernmental Cooperative Purchasing Agreement for registration and participation in the U.S. Communities Government Purchasing Alliance.](#)
- F.6     [2018-5124](#)     [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 1 to City of Round Rock's Software as a Service and Professional Consulting Services Agreement with Smart Energy Systems, LLC for utility and customer engagement software.](#)
- F.7     [2018-5093](#)     [Consider a resolution authorizing the City Manager to issue a Purchase Order to Austin Business Furniture for furniture for the Public Safety Training Center.](#)
- F.8     [2018-5130](#)     [Consider a resolution authorizing the Mayor to execute an Agreement for Architectural Services and accompanying Supplemental Agreement No. 1 with PGAL, Inc. for the Library Project.](#)
- F.9     [2018-5120](#)     [Consider a resolution authorizing the Mayor to submit a grant application to the Capital Area Metropolitan Planning Organization \(CAMPO\) 2019-2022 Program Call, for funds to reconstruct Kenney Fort Boulevard as a six-lane urban section.](#)
- F.10    [2018-5121](#)     [Consider a resolution authorizing the Mayor to submit a grant application to the Capital Area Metropolitan Planning Organization \(CAMPO\) 2019-2022 Program Call, for funds to reconstruct University Boulevard as a four-lane rural section.](#)
- F.11    [2018-5122](#)     [Consider a resolution authorizing the Mayor to submit a grant application to the Capital Area Metropolitan Planning Organization \(CAMPO\) 2019-2022 Program Call, for funds to reconstruct Gattis School Road as a six-lane urban section.](#)
- F.12    [2018-5134](#)     [Consider a resolution extending support to the Texas Department of Transportation for CAMPO funding to develop and construct improvements to RM 1431.](#)
- F.13    [2018-5123](#)     [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Aguirre & Fields, LP for the Logan Street Connection Project.](#)
- F.14    [2018-5128](#)     [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Shurgard Texas Limited Partnership for the purchase of 0.013 acre in fee simple, and a 0.017 Public Utility Easement necessary for the RM 620 Right of Way Project \(Parcels 3 and 3PUE\).](#)

- F.15     [2018-5129](#)     [Consider a resolution authorizing the Mayor to execute a Contract with National Power Rodding Corporation for the Parkfield Circle Culvert Rehabilitation Project.](#)
- F.16     [2018-5137](#)     [Consider a resolution determining that Competitive Sealed Proposal is the delivery method which provides the best value for the Kensington Detention and Channel Improvements Project.](#)
- F.17     [2018-5095](#)     [Consider a resolution authorizing the Mayor to execute an Amendment to Residential Services Rate for the refuse collection contract with Central Texas Refuse, Inc.](#)

**G.     ORDINANCES:**

- G.1     [2018-5096](#)     [Consider an ordinance amending Chapter 32, Section 32-33, Code of Ordinances \(2010 Edition\), by increasing the residential charge for the collection of refuse and recycling services \(First Reading\)\(Requires Two Readings\)](#)
- G.2     [2018-5117](#)     [Consider public testimony regarding, and an ordinance amending the PUD \(Planned Unit Development\) No. 90 zoning district to allow indoor accessed self-service storage units on an approximately 5-acre portion of the site, located southeast of the intersection of University Blvd. and Sunrise Rd. \(First Reading\)\\*](#)
- G.3     [2018-5090](#)     [Consider 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. \(Second Reading\)](#)

**H.     APPOINTMENTS:**

- H.1     [2018-5147](#)     [Consider one appointment to the Clean Air Coalition.](#)

**I.     COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**

**J.     EXECUTIVE SESSION:**

- J.1     [2018-5148](#)     [Consider Executive Session as authorized by §551.074, Texas Government Code, to deliberate the evaluation and performance of the City Manager.](#)

**K.     ACTION RELATIVE TO EXECUTIVE SESSION:**

- K.1     [2018-5149](#)     [Consider discussion and/or action regarding the evaluation and performance of the City Manager.](#)

**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 19th 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: E.1**

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**Title:** Consider the approval of the minutes for the January 11, 2018 City Council meeting.

**Type:** Minutes

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

**Dept Director:** Sara White, City Clerk

**Cost:**

**Indexes:**

**Attachments:** 011118 Draft Minutes

**Department:** City Clerk's Office

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**Text of Legislative File 2018-5144**



# City of Round Rock

## Meeting Minutes - Draft City Council

Thursday, January 11, 2018

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

*The Round Rock City Council met in regular session on January 11, 2018 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 7:43 pm.*

### ROLL CALL

**Present:** 6 - Mayor Craig Morgan  
Councilmember Tammy Young  
Councilmember Rene Flores  
Mayor Pro-Tem Will Peckham  
Councilmember Writ Baese  
Councilmember Hilda Montgomery

**Absent:** 1 - Councilmember Frank Leffingwell

### PLEDGES OF ALLEGIANCE

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

### OATH OF OFFICE:

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

*County Commissioner Terry Cook administered the Oath of Office to newly election Councilmember Hilda Montgomery. Following the swearing in, the Council took a short recess and reconvened at 7:15 p.m.*

### CITIZEN COMMUNICATION

*There were no citizens wishing to speak during citizen comments.*

### 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.

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

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

**Nay:** 0

**Absent:** 1 - Councilmember Leffingwell

## 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.

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

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

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

**Nay:** 0

**Absent:** 1 - Councilmember Leffingwell

### 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.

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

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

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

**Nay:** 0

**Absent:** 1 - Councilmember Leffingwell

**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.

*Michael Thane, Utilities and Environmental Services 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  
Mayor Pro-Tem Peckham  
Councilmember Baese  
Councilmember Montgomery

**Nay:** 0

**Absent:** 1 - Councilmember Leffingwell

**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.

*Gary Hudder, Transportation Director, made the staff presentation.*

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

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

**Nay:** 0

**Absent:** 1 - Councilmember Leffingwell

**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.

*Gary Hudder, Transportation Director, made the staff presentation.*

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

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

**Nay:** 0

**Absent:** 1 - Councilmember Leffingwell

**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.

*Gary Hudder, Transportation 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  
Mayor Pro-Tem Peckham  
Councilmember Baese  
Councilmember Montgomery

**Nay:** 0

**Absent:** 1 - Councilmember Leffingwell

**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.

*Gary Hudder, Transportation Director, made the staff presentation.*

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

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

**Nay:** 0

**Absent:** 1 - Councilmember Leffingwell

**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.

*Gary Hudder, Transportation Director, made the staff presentation.*

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

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

**Nay:** 0

**Absent:** 1 - Councilmember Leffingwell

**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)\*

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

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

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

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

**Nay:** 0

**Absent:** 1 - Councilmember Leffingwell

**A motion was made by Councilmember Baese, seconded by Mayor Pro-Tem Peckham, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:**

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

**Nay:** 0

**Absent:** 1 - Councilmember Leffingwell

**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)\*

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

*Mayor Morgan opened the hearing for public testimony.*

*Leslie Brewer spoke to the City Council regarding safety concerns regarding the PUD amendment and the height.*

*There being no further testimony, the public hearing was closed.*

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

**Aye:** 5 - Mayor Morgan  
Councilmember Flores  
Mayor Pro-Tem Peckham  
Councilmember Baese  
Councilmember Montgomery

**Nay:** 1 - Councilmember Young

**Absent:** 1 - Councilmember Leffingwell

**A motion was made by Councilmember Baese, seconded by Mayor Pro-Tem Peckham, to dispense with the second reading and adopt the Ordinance. The motion failed by the following vote and the second reading will be considered on January 25, 2018:**

**Aye:** 5 - Mayor Morgan  
Councilmember Flores  
Mayor Pro-Tem Peckham  
Councilmember Baese  
Councilmember Montgomery

**Nay:** 1 - Councilmember Young

**Absent:** 1 - Councilmember Leffingwell

**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)\*

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

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

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

**Nay:** 0

**Absent:** 1 - Councilmember Leffingwell

**APPOINTMENTS:****J.1**     [2018-5112](#)

Consider one appointment to the CAPCOG General Assembly.

**A motion was made by Councilmember Baese, seconded by Councilmember Flores, to appoint Councilmember Young to the CAPCOG General Assembly. The motion carried by the following vote:**

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

**Nay:** 0

**Absent:** 1 - Councilmember Leffingwell

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

*There being no further business, Mayor Morgan adjourned the meeting at 7:43 p.m.*

*Respectfully Submitted,*

*Sara L. White, City Clerk*





# City of Round Rock

## Agenda Item Summary

**Agenda Number: E.2**

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**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. (Second Reading)

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

**Dept Director:** Brad Wiseman, Planning and Development Services Director

**Cost:**

**Indexes:**

**Attachments:** Ordinance

**Department:** Planning and Development Services Department

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### 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:** F.1

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**Title:** Consider a resolution removing the monarch designation for two trees on the site of the proposed Round Rock Industrial development on Chisholm Trail Road.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

**Dept Director:** Brad Wiseman, Planning and Development Services Department Director

**Cost:** \$0.00

**Indexes:**

**Attachments:** Resolution, Exhibit A, Monarch Removal Request, Photos

**Department:** Planning and Development Services Department

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### Text of Legislative File 2018-5126

Ridge Development Company is preparing a site plan for a 440,000-square foot Class A light industrial business park on a 32-acre tract near the northern terminus of Chisholm Trail Road. There are a total of five known monarch trees on-site, three of which Ridge proposes to remove. After a field survey by city staff, one of the monarchs (tree #628) was determined to be in poor health and its designation was administratively removed. The request from the developer therefore consists of two monarchs to be removed: a 39-inch live oak (tree #708) and a 38-inch live oak (tree #661). The monarchs being preserved are a 40-inch live oak and a 37-inch live oak. Note: measurements are the diameter of the trunk at four and a half feet above ground level.

The location of these monarchs is indicated on the attached draft site plan, which has not yet been submitted to Planning & Development Services for review. Also attached are photos of the trees and a letter of justification from the developer.

In accordance with Sec. 43-23 of the Code of Ordinances, removal of a monarch tree requires City Council to first remove the monarch designation from those trees. Removal of the monarch designation does not preclude tree mitigation, however, and Ridge Development will be required to plant trees on-site or pay a fee in-lieu to make up for the loss of these.

This site has been designated for light industrial uses by the City. It is important to consider the land use and type of development associated with this monarch tree removal request. Office warehouse projects typically consist of long linear buildings with wide driveways that serve large truck docks. That is the circumstance with this development. This fact makes it difficult to design around large, old growth trees. In addition, and from an end user perspective, the functionality of

the site can be problematic if trees are preserved in high truck traffic areas. While the preservation of large, old growth trees in commercial and residential developments enhance site design and provide an attractive feature for the general public, on industrial sites they can become more problematic and are not typically enjoyed by the general public. Due to these reasons, and the difficulty and practicality associated with designing around these two trees, staff recommends approval of this request.

**RESOLUTION NO. R-2018-5126**

**WHEREAS**, Chapter 43, Code of Ordinances (2010 Edition), designates certain trees in the City as Monarch Trees, and

**WHEREAS**, Monarch Trees are protected and may not be removed unless the monarch designation is removed by the City Council, and

**WHEREAS**, two Monarch Trees located on the site of the proposed Round Rock industrial development on Chisholm Trail Road will need to be removed due to the difficulty and impracticality associated with designing around the two trees, and

**WHEREAS**, the two Monarch Trees requested for removal are shown on Exhibit “A” as tree numbers 661 and 708, Now Therefore

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

That the monarch designations for the two Monarch Trees numbered 661 and 708 located on the site of the proposed Round Rock industrial development on Chisholm Trail Road as shown on Exhibit “A”, are hereby removed.

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 25th day of January, 2018.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

0112.1804; 00393527



GEORGETOWN RAILROAD  
(60' VARIES)

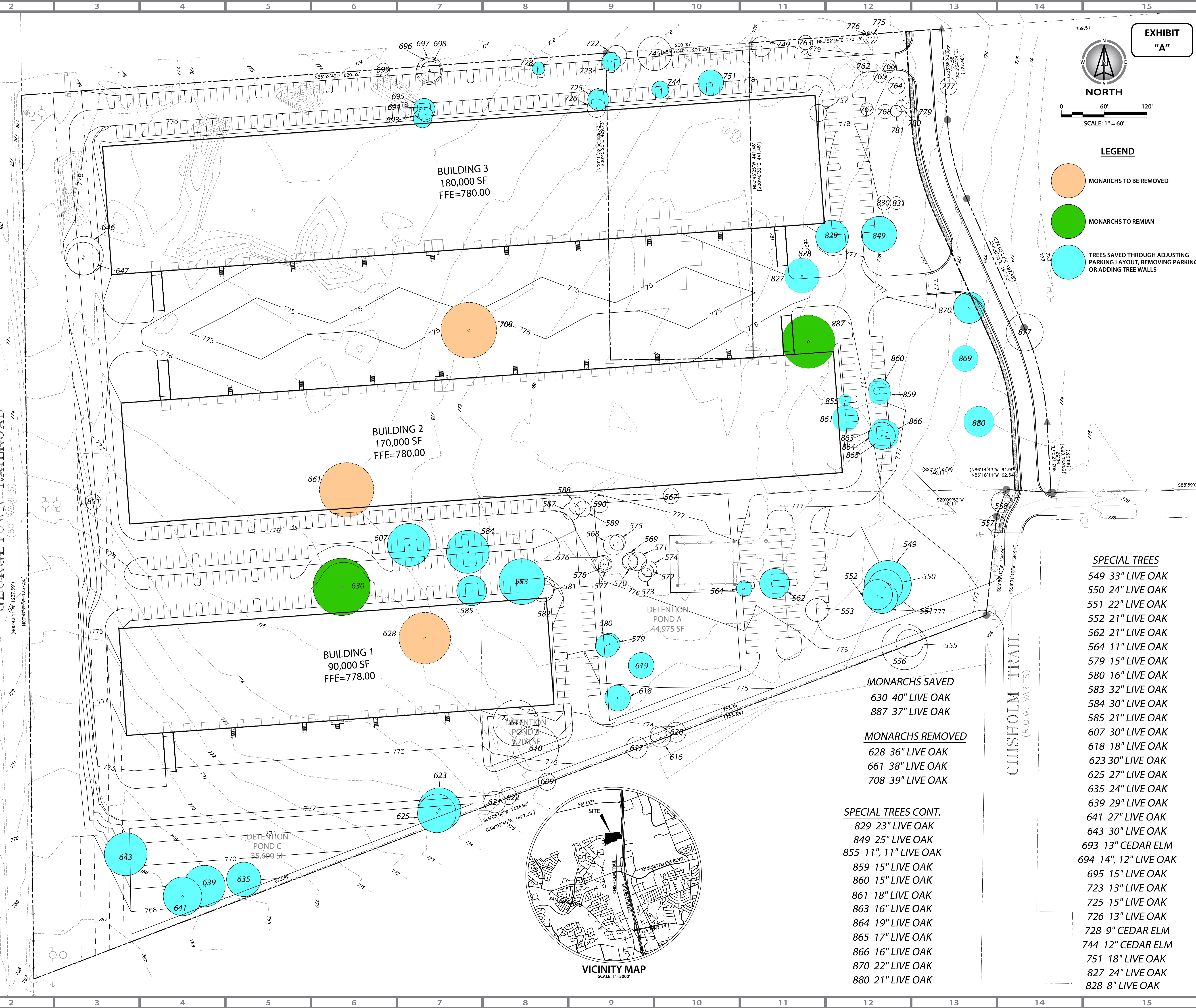
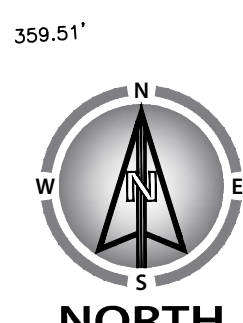


EXHIBIT  
"A"



0 60' 120'  
SCALE: 1" = 60'

LEGEND

- MONARCHS TO BE REMOVED
- MONARCHS TO REMAIN
- TREES SAVED THROUGH ADJUSTING PARKING LAYOUT, REMOVING PARKING, OR ADDING TREE WALLS

SPECIAL TREES

- 549 33" LIVE OAK
- 550 24" LIVE OAK
- 551 22" LIVE OAK
- 552 21" LIVE OAK
- 562 21" LIVE OAK
- 564 11" LIVE OAK
- 579 15" LIVE OAK
- 580 16" LIVE OAK
- 583 32" LIVE OAK
- 584 30" LIVE OAK
- 585 21" LIVE OAK
- 607 30" LIVE OAK
- 618 18" LIVE OAK
- 623 30" LIVE OAK
- 625 27" LIVE OAK
- 635 24" LIVE OAK
- 639 29" LIVE OAK
- 641 27" LIVE OAK
- 643 30" LIVE OAK
- 693 13" CEDAR ELM
- 694 14", 12" LIVE OAK
- 695 15" LIVE OAK
- 723 13" LIVE OAK
- 725 15" LIVE OAK
- 726 13" LIVE OAK
- 728 9" CEDAR ELM
- 744 12" CEDAR ELM
- 751 18" LIVE OAK
- 827 24" LIVE OAK
- 828 8" LIVE OAK

MONARCHS SAVED

- 630 40" LIVE OAK
- 887 37" LIVE OAK

MONARCHS REMOVED

- 628 36" LIVE OAK
- 661 38" LIVE OAK
- 708 39" LIVE OAK

SPECIAL TREES CONT.

- 829 23" LIVE OAK
- 849 25" LIVE OAK
- 855 11", 11" LIVE OAK
- 859 15" LIVE OAK
- 860 15" LIVE OAK
- 861 18" LIVE OAK
- 863 16" LIVE OAK
- 864 19" LIVE OAK
- 865 17" LIVE OAK
- 866 16" LIVE OAK
- 870 22" LIVE OAK
- 880 21" LIVE OAK



VICINITY MAP  
SCALE: 1"=500'

ROUND ROCK INDUSTRIAL  
SITE DEVELOPMENT PLANS

CITY OF ROUND ROCK, WILLIAMSON COUNTY, TX

TREE MEDIATION PLAN

November 21, 2017

THIS DOCUMENT IS RELEASED FOR THE PURPOSE INTERIM REVIEW AND MARK-UP UNDER THE AUTHORITY OF BRIAN ESTES, P.E. No. 89270 ON 11/21/17. IT IS NOT TO BE USED FOR BIDDING, PERMITTING OR CONSTRUCTION PURPOSES.

CHECKED BY: BRIAN ESTES, PE	ISSUE DATE:
JOB NUMBER: 165-021	11/21/17
SHEET:	

EXHIBIT

CLIENT INFORMATION  
RIDGE DEVELOPMENT COMPANY  
1900 WEST LOOP SOUTH, SUITE 1300  
HOUSTON, TX 77027  
CONTACT: BEN NEWELL  
PHONE: (713) 270-3364

ENGINEERING CONSULTING  
KIMBELL I BRUEHL I GARCIA I ESTES  
105 West Riverside Drive, Ste 110, Austin, Texas 78704  
T (512) 439-0400 www.kbge-eng.com  
TBPE No. - 12802

DATE	REV	REVISION / DESCRIPTION





1900 West Loop South  
Suite 1300  
Houston, Texas 77027  
713.270.7700  
[www.ridgedevelopment.net](http://www.ridgedevelopment.net)

November 28, 2017

Brad Wiseman, AICP, CNU-A  
Director of Planning & Development Services  
City of Round Rock  
301 W. Bagdad Ave, Suite 210  
Round Rock, Texas 78664

RE: Chisolm Trail 32 Acres Tract Trees

Dear Brad,

This letter is intended to serve as a follow up to our previous meeting regarding Ridge Development Company's ("Ridge"), the fully integrated industrial arm of Transwestern Development Company, desire to develop speculative class A 440,000 square foot concrete tilt-wall light industrial business park on an undeveloped 32 acre plot of land at the northwest corner of the dead end of Chisolm Trail. Light industrial projects of this nature provide a significant boost to their communities. They help attract new businesses, provide employment opportunities, and require limited city services while contributing substantial taxes to the municipality and school system. The site is currently zoned appropriately for our proposed project (light industrial).

Ridge has identified five trees on the project that are classified as monarchs. These trees are shown in light brown and green on the attached tree exhibit. We have made significant adjustment to our site plan including rotating the building configuration 90 degrees and eliminating an entire building to save the monarchs trees in green. With our significant modifications to the site plan we are able to save 2 monarch trees. To make our project viable we need approval to remove the 3 monarch trees in light brown, one of which has drought stress and declining apical meristems.

In addition to the monarch trees there are 42 hard wood / special trees with an average diameter over 20 inches Ridge is making special accommodations to save. These trees are called out in light blue on the tree exhibit. Amongst the special trees we have made adjustments to save are 18 live oaks along the Chisolm Trail side of the project. Over half the trees are over 20 inches with the largest being 33 inches. We want to save these trees in particular instead of maximizing the footprint of our development because they are visible to the public via Chisolm Trail.

Enclosed you will find a tree exhibit, tree canopy survey, and tree health assessment. I look forward to our next meeting and address any concerns or questions you might have.

Thank you,

Ben Newell  
Senior Vice President  
713-270-3364  
[ben.newell@ridgedevelopment.net](mailto:ben.newell@ridgedevelopment.net)

Cc Ben White – Round Rock Chamber  
Nichole Vance – Round Rock Chamber  
Laton Carr - City of Round Rock  
Gary Hudder – City of Round Rock

Jennifer Garcia – KBGE  
Armando Portillo – KBGE  
Lauren Beavers - KBGE





Tree #708  
39" Live Oak







Tree #661  
38" Live Oak







# City of Round Rock

## Agenda Item Summary

**Agenda Number: F.2**

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**Title:** Consider a resolution authorizing the Mayor to execute an Agreement with Musco Lighting, LLC for the purchase of driving range lighting and installation services at Forest Creek Golf Course.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

**Dept Director:** Chad McKenzie, Sports Management and Tourism Director

**Cost:** \$177,000.00

**Indexes:**

**Attachments:** Resolution, Exhibit A, Form 1295

**Department:** Sports Management and Tourism

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### **Text of Legislative File 2018-5127**

Musco will provide all services required to install new LED pole lighting, as well as down range up-lighting, at the Forest Creek driving range. Item will be processed via Musco's Buyboard contract.

**Cost: \$177,000.00**

**Source of Funds: General Self-Financed Construction**

**RESOLUTION NO. R-2018-5127**

**WHEREAS**, the City of Round Rock (“City”) desires to purchase certain services, driving range lighting and installation services for the Forest Creek Golf Course, and

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

**WHEREAS**, Musco Sports Lighting, LLC is an approved vendor of the Buy Board, and

**WHEREAS**, the City desires to purchase certain goods and services from Musco Sports Lighting, LLC 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 Driving Range Lighting and Installation Services at Forest Creek Golf Course with Musco Sports Lighting, LLC, 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 25th day of January, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

**EXHIBIT****"A"**

**CITY OF ROUND ROCK AGREEMENT FOR  
PURCHASE OF DRIVING RANGE LIGHTING AND  
INSTALLATION SERVICES AT FOREST CREEK GOLF COURSE  
WITH  
MUSCO SPORTS LIGHTING, LLC**

<b>THE STATE OF TEXAS</b>	§	
	§	
<b>CITY OF ROUND ROCK</b>	§	<b>KNOW ALL BY THESE PRESENTS:</b>
	§	
<b>COUNTY OF WILLIAMSON</b>	§	
<b>COUNTY OF TRAVIS</b>	§	

THAT THIS AGREEMENT for the purchase of driving range lighting and installation services at Forest Creek Golf Course located in Round Rock, Texas, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the \_\_\_\_ day of the month of January, 2018 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and MUSCO SPORTS LIGHTING, LLC, whose offices are located at 100 1<sup>st</sup> Avenue West, P.O. Box 806, Oskaloosa, Iowa 52577 (referred to herein as "Vendor").

**RECITALS:**

WHEREAS, City desires to purchase certain services, driving range lighting and installation services for the Forest Creek Golf Course, and City desires to procure same from Vendor; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract # 512-16; and

WHEREAS, City desires to purchase certain goods and services from Vendor through Buy Board as set forth herein; 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 sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

00392948/ss2

## **1.01 DEFINITIONS**

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified services and Vendor is obligated to provide said services. The Agreement includes Vendor's Proposal dated December 13, 2017 (attached as Exhibit "A").

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

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

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

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

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

## **2.01 EFFECTIVE DATE, TERM, ALLOWABLE RENEWALS, PRICES FIRM**

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

B. This Agreement shall terminate upon the purchase and installation of all goods and services as described in Exhibit "A."

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

D. City reserves the right to review the relationship with Vendor 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 goods and services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any

inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through nine (9) of this Agreement.

#### **4.01 SCOPE OF WORK**

Vendor shall satisfactorily complete all services described in Vendor's Proposal, Exhibit "A," attached hereto and incorporated herein.

This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Vendor shall satisfactorily provide all deliverables and services described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement, including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

#### **5.01 CONTRACT AMOUNT**

In consideration for the deliverables and services related to the deliverables, the City agrees to pay Vendor **One Hundred Seventy-Seven Thousand and No/100 Dollars (\$177,000.00)** for the goods and services set forth in Exhibit "A."

#### **6.01 INVOICES**

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

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance 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 Vendor a written notice of termination at the end of its then current fiscal year.



## **8.01 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

## **9.01 GRATUITIES AND BRIBES**

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

## **10.01 TAXES**

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

## **11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS**

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

## **12.01 CITY'S REPRESENTATIVE**

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

Brian Stillman  
Sports Facilities & Operations Manager  
Sports Management and Tourism  
221 East Main Street  
Round Rock, Texas 78664  
(512) 218-6607

## **13.01 INSURANCE**

Vendor shall meet all City of Round Rock Insurance Requirements as set forth at: [http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf).

## **14.01 RIGHT TO ASSURANCE**

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

## **15.01 DEFAULT**

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor 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.

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

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

## **16.01 TERMINATION AND SUSPENSION**

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

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

C. Vendor has the right to terminate this Agreement only for cause, 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 Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor 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 Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

## **17.01 INDEMNIFICATION**

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

## **18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES**

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all 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. Vendor acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal

Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Vendor 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 Vendor 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 Vendor 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 Vendor verifies Vendor 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 in this Agreement;  
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

##### **Notice to Vendor:**

Musco Sports Lighting, LLC  
100 1<sup>st</sup> Avenue West  
P.O. Box 808  
Oskaloosa, IA 52577

**Notice to City:**

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

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

**21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE**

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

**22.01 EXCLUSIVE AGREEMENT**

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

**23.01 DISPUTE RESOLUTION**

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

**24.01 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any 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.** Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

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

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

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

[Signatures appear on the following page.]

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

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**Musco Sports Lighting, LLC**

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

**Project: Forest Creek Driving Range**  
**Round Rock, TX**  
**Ref: 187376**  
**Date: December 13, 2017**

**BuyBoard**  
**Master Project: 146396, Contract Number: 512-16, Expiration: 09/30/2019**  
**Commodity: Parks/Rec & Field Lighting**

***Quotation Price – Materials Delivered to Job Site and Installation***

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***Driving Range - .....\$ 177,000***

*Sales tax (if applicable) is not included.*  
*Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.*

***Light-Structure System with Total Light Control – TLC for LED™ technology***

---

**System Description** [Light-Structure System]

- (3) Pre-cast concrete bases with integrated lightning grounding
- (3) 60' Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired poletop luminaire assemblies
- (29) Factory aimed and assembled luminaries, including BallTracker™ luminaires
- Berm mounted luminaire assemblies
- UL Listed as a complete system

**Control Systems and Services**

- Control-Link® System for remote on/off control and performance monitoring with 24/7 customer support

**Operation and Warranty Services**

- Reduction of energy and maintenance costs by 50% to 85% over typical 1500W metal halide equipment
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

***Installation Services Provided***

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See attached.

***Payment Terms***

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Musco's Credit Department will provide payment terms.

**Exhibit "A"**





### ***Delivery Timing***

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6 - 8 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

### ***Notes***

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Quote is based on:

- Shipment of entire project together to one location
- Voltage and phasing to be confirmed prior to production
- Structural code and wind speed = 2012 IBC, 115 MPH, Importance Factor 1.0.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- Includes supply and installation of Musco system including underground wiring and conduit, service entrance panel board, and controls by a licensed contractor.
- Confirmation of pole locations prior to production

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Brant Troutman  
Senior Sales Representative  
Musco Sports Lighting, LLC  
Phone: 512-914-9500  
E-mail: [brant.troutman@musco.com](mailto:brant.troutman@musco.com)

## Exhibit "A"



### Turnkey Scope of Work

#### Owner Responsibilities:

1. Complete access to the site for construction using standard 2 wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by "One Call" and irrigation systems and sprinkler heads. Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark reference points per Musco supplied layout.
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.). Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Owner responsible for any power company fees and requirements. (If necessary).
6. Provide area on site for disposal of spoils from foundation excavation.
7. Provide sealed Electrical Plans. (If required)

#### Musco Responsibilities:

1. Provide required poles, fixtures, and foundations.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Provide stamped foundation designs based on 2500psf soils.
5. Provide Payment and Performance Bonding. ( If required, Not included in the quote)

#### Musco Subcontractor Responsibilities:

1. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for material, (including ballast boxes), as necessary and waste disposal.
3. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
4. Obtain any required permitting.
5. Provide materials and equipment to install electrical service panels as required or necessary.
6. Provide materials and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required per electrical design.
7. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment. Repair any such damage during construction.
8. Provide materials and equipment to install (3) LSS foundations as specified on Layout.
9. Remove spoils to owner designated location at jobsite.
10. Provide materials and equipment to assemble LED fixtures and terminate all necessary wiring.
11. Provide equipment and materials to assemble and erect (3) LSS Poles.
12. Provide equipment and materials to install (6) concrete foundations and berm fixture assemblies per Musco cutsheet information.
13. Provide equipment and materials to install (1) Lighting Contactor Cabinet and terminate all necessary wiring.
14. Provide step down transformer for 120v control circuit if not available.
15. Contractor will commission Control Link by contacting Control Link Central at (877-347-3319).
16. Check all Zones to make sure they work in both auto and manual mode.
17. 1 hour comprehensive burn of all lights on each zone.
18. Set base line for the DAS (Diagnostic Acquisition System)
19. Keep all heavy equipment off of playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
20. Provide startup and aiming as required to provide complete and operating sports lighting system.
21. Provide as built drawings on completion of installation.

## Exhibit "A"





# Control System Summary

## Project Specific Notes:

## Project Information

Project #: 187376  
Project Name: Forest Creek Driving Range  
Date: 11/17/17  
Project Engineer: J Van Soelen  
Sales Representative: Brant Troutman  
Control System Type: Control and Monitoring  
Communication Type: Digital Cellular  
Scan: 187376R2  
Document ID: 187376P1V2-1117144550  
Distribution Panel Location or ID: Driving Range  
Total # of Distribution Panel Locations for Project: 1  
Design Voltage/Hertz/Phase: 480/60/3  
Control Voltage: 120

## Equipment Listing

DESCRIPTION	APPROXIMATE SIZE	
1. Control and Monitoring Cabinet	24 X 72	
	QTY	SIZE
Total Contactors	10	30 AMP
Total Off/On/Auto Switches:	2	

## Materials Checklist

### Contractor/Customer Supplied:

- ☐ A single control circuit must be supplied per distribution panel location.
  - If the control voltage is NOT available, a control transformer is required.
- ☐ Electrical distribution panel to provide overcurrent protection for circuits
  - Thermal/Magnetic circuit breaker sized per full load amps on Circuit Summary by Zone Chart
- ☐ Wiring:
  - Dedicated control power circuit
  - Power circuit to and from lighting contactors
  - Harnesses for cabinets at remote locations
  - Means of grounding, including lightning ground protection
- ☐ Electrical conduit wireway system
  - Entrance hubs rated NEMA 4: must be die-cast zinc, PVC, or copper-free die-cast aluminum
- ☐ Mounting hardware for cabinets
- ☐ Control circuit lock-on device to prevent unauthorized power interruption to control power
- ☐ Anti-corrosion compound to apply to ends of wire, if necessary

Call Control-Link Central™ operations center at 877/347-3319 to schedule activation of the control system upon completion of the installation.

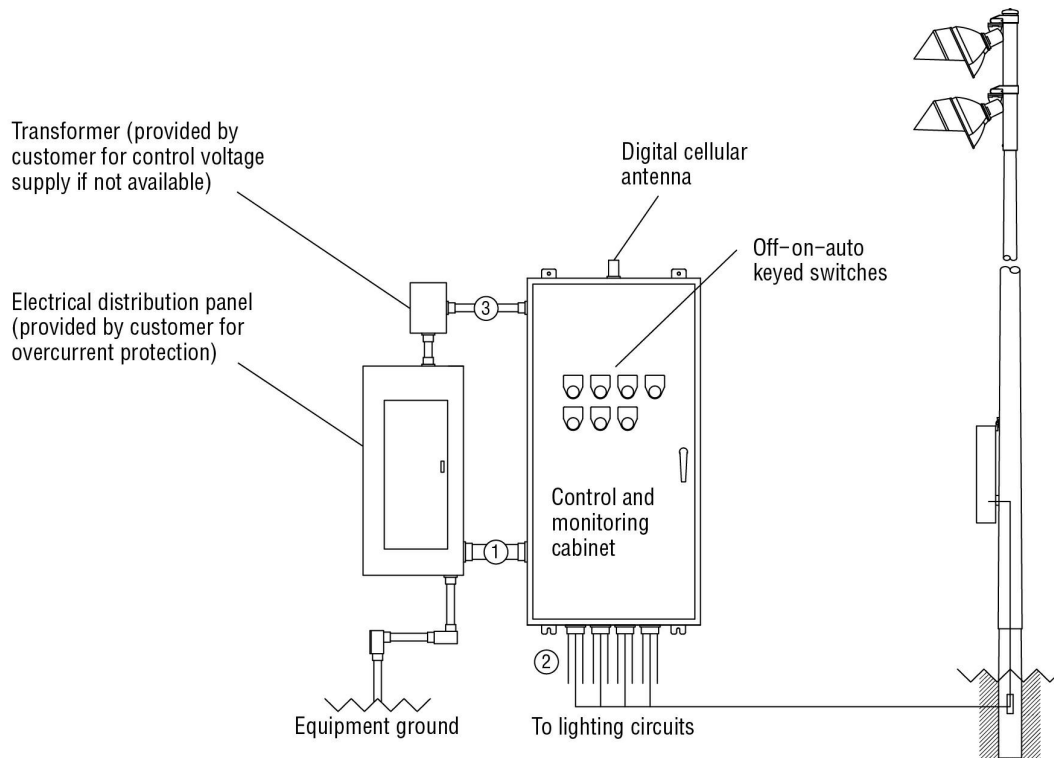
Note: Activation may take up to 1 1/2 hours

## IMPORTANT NOTES

1. Please confirm that the design voltage listed above is accurate for this facility. Design voltage/phase is defined as the voltage/phase being connected and utilized at each lighting pole's ballast enclosure disconnect. Inaccurate design voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
2. In a 3 phase design, all 3 phases are to be run to each pole. When a 3 phase design is used Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
3. One contactor is required for each pole. When a pole has multiple circuits, one contactor is required for each circuit. All contactors are UL 100% rated for the published continuous load. All contactors are 3 pole.
4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
5. A single control circuit must be supplied per control system.
6. Size overcurrent devices using the full load amps column of the Circuit Summary By Zone chart- Minimum power factor is 0.9.

**Exhibit "A"** Refer to Installation Instructions for more details on equipment information and the installation requirements

## Control•Link® Control and Monitoring System



Wire	Description	# of Wires	Typ. Wire Size (AWG)	Max. Wire Length (FT)	Wire from Musco	Notes
1	Line power to contactors, and equipment grounding conductor	Note A	Note B	27	No	A – E
2	Load power to lighting circuits	Note A	Note B	N/A	No	A – D
3	Control power (dedicated, 20A)	3	12	N/A	No	C, D

R60-32-00\_C

Notes:

- A. Voltage and phasing per the notes on cover page.
- B. Calculate per load and voltage drop.
- C. All conduit diameters should be per code.
- D. Refer to control and monitoring system installation instructions for more details on equipment information and the installation requirements.
- E. Contact Musco if maximum wire length from circuit breaker to contactor exceeds value in chart.

**IMPORTANT:** Control (3) wires must be in separate conduit from line and load power wiring (1, 2).

## Exhibit "A"



# Control System Summary

Forest Creek Driving Range / 187376 - 187376R2  
Driving Range - Page 3 of 4

## SWITCHING SCHEDULE

Field/Zone Description	Zones
Driving Range	1
Putting / Chipping Greens	2

CONTROL POWER CONSUMPTION	
120V Single Phase	
VA loading of Musco Supplied Equipment	INRUSH: 3038.0
	SEALED: 350.8

## CIRCUIT SUMMARY BY ZONE

POLE	CIRCUIT DESCRIPTION	# OF FIXTURES	# OF DRIVERS	*FULL LOAD AMPS	CONTACTOR SIZE (AMPS)	CONTACTOR ID	ZONE
B1	Driving Range	3	3	3.1	30	C1	1
B2	Driving Range	3	3	3.1	30	C2	1
B3	Driving Range	3	3	3.1	30	C3	1
B4	Driving Range	3	3	3.1	30	C4	1
B5	Driving Range	3	3	3.1	30	C5	1
B6	Driving Range	3	3	3.1	30	C6	1
P1	Driving Range	5	5	8.2	30	C7	1
P2	Driving Range	5	5	8.2	30	C8	1
P3	Driving Range	5	5	8.2	30	C9	1
P1,P3	Putting / Chipping Greens	2	1	5.1	30	C10	2

\*Full Load Amps based on amps per driver.

Exhibit "A"



# Control System Summary

Forest Creek Driving Range / 187376 - 187376R2  
Driving Range - Page 4 of 4

PANEL SUMMARY						
CABINET #	CONTROL MODULE LOCATION	CONTACTOR ID	CIRCUIT DESCRIPTION	FULL LOAD AMPS	DISTRIBUTION PANEL ID (BY OTHERS)	CIRCUIT BREAKER POSITION (BY OTHERS)
1	1	C1	Pole B1	3.05		
1	1	C2	Pole B2	3.05		
1	1	C3	Pole B3	3.05		
1	1	C4	Pole B4	3.05		
1	1	C5	Pole B5	3.05		
1	1	C6	Pole B6	3.05		
1	1	C7	Pole P1	8.18		
1	1	C8	Pole P2	8.18		
1	1	C9	Pole P3	8.18		
1	1	C10	Pole P1,P3	5.13		

ZONE SCHEDULE				
ZONE	SELECTOR SWITCH	ZONE DESCRIPTION	CIRCUIT DESCRIPTION	
			POLE ID	CONTACTOR ID
Zone 1	1	Driving Range	B1	C1
			B2	C2
			B3	C3
			B4	C4
			B5	C5
			B6	C6
			P1	C7
			P2	C8
			P3	C9
Zone 2	2	Putting / Chipping Greens	P1	C10
			P3	C10

Exhibit "A"



Forest Creek Driving Range

Round Rock,TX

Lighting System

Pole / Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Group
B1-B6	3'	3'	3	TLC-BT-675	2.03 kW	A
P1, P3	60'	15'	2	TLC-BT-675	1.35 kW	A
		60'	3	TLC-LED-1150	3.45 kW	A
		60'	1	TLC-LED-1150	1.15 kW	B
P2	60'	15'	2	TLC-BT-675	1.35 kW	A
		60'	3	TLC-LED-1150	3.45 kW	A
9			35		28.85 kW	

Group Summary				
Group	Description	Avg Load	Max Load	Fixture Qty
A	Driving Range	26.55 kW	26.55 kW	33
B	Put / Chip Greens	2.3 kW	2.3 kW	2

Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1150	LED 5700K - 75 CRI	1150W	121,000	>51,000	>51,000	>51,000	11
TLC-BT-675	LED 5700K - 75 CRI	675W	48,000	>51,000	>51,000	>51,000	24

Light Level Summary

Calculation Grid Summary							
Grid Name	Calculation Metric	Illumination				Groups	Fixture Qty
		Ave	Min	Max	Max/Min		
200yds Down range	Arbitrary Illuminance	4.84	1.64	6.39	3.91	A	33
200yds Down range	Horizontal	0	0	0	1.43	A	33
200yds Down range	Max Vertical Illuminance Metric	4.96	1.92	6.39	3.33	A	33
Chipping Green	Horizontal	5.13	0	17	401.45	B	2
Driving Range 120'	Tee Box 120'	4.66	0	7	203.03	A	33
Driving Range 40'	Tee Box 40'	13.3	0	79	176.29	A	33
Driving Range 80'	Tee Box 80'	7.31	0	11	67.63	A	33
Driving Range	Horizontal Illuminance	3.60	0	38	14870.94	A	33
Putting Green	Horizontal	5.82	0	19	363.26	B	2
Tee Box	Horizontal Illuminance	21.1	10	38	3.89	A	33
Trajectory	Max Vertical Illuminance Metric	13.3	1.55	36.4	23.45	A	33
Trajectory	Player	12.4	1.55	26.1	16.79	A	33

From Hometown to Professional



Exhibit "A"



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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
6	B1-B6	3'	-	3'	TLC-BT-675	3	3	0
2	P1, P3	60'	-	15'	TLC-BT-675	2	2	0
				60'	TLC-LED-1150	3/1*	3	1
1	P2	60'	-	15'	TLC-BT-675	2	2	0
				60'	TLC-LED-1150	3	3	0
9	TOTALS					35	33	2

\* This structure utilizes a back-to-back mounting configuration

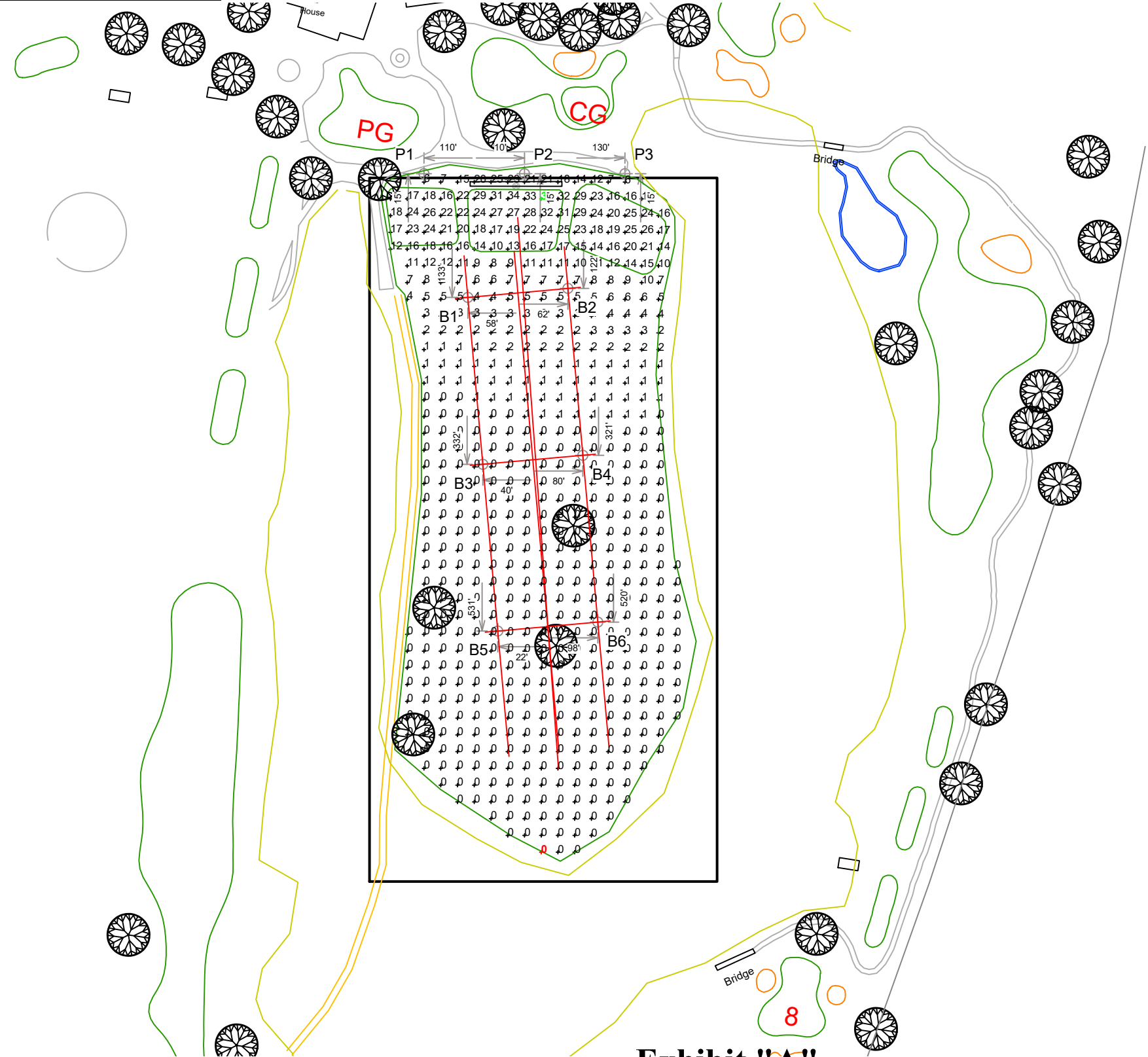
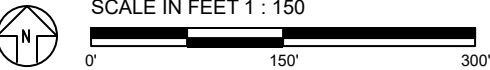


Exhibit "A"



ENGINEERED DESIGN By: Justin Van Soelen • File #187376R2 • 17-Nov-17

Forest Creek Driving Range

Round Rock,TX

GRID SUMMARY	
Name:	Driving Range
Size:	415' x 840'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Entire Grid
Scan Average:	3.60
Maximum:	38
Minimum:	0
Avg / Min:	1392.03
Max / Min:	14870.94
UG (adjacent pts):	2.78
No. of Points:	604

LUMINAIRE INFORMATION

Color / CRI:	5700K - 75 CRI
Luminaire Output:	121,000 / 48,000 lumens
No. of Luminaires:	33
Total Load:	26.55 kW

Lumen Maintenance

Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>51,000	>51,000	>51,000
TLC-BT-675	>51,000	>51,000	>51,000

Reported per TM-21-11. See luminaire datasheet for details.

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
6	B1-B6	3'	-	3'	TLC-BT-675	3	3	0
2	P1, P3	60'	-	15'	TLC-BT-675	2	2	0
				60'	TLC-LED-1150	3/1*	3	1
1	P2	60'	-	15'	TLC-BT-675	2	2	0
				60'	TLC-LED-1150	3	3	0
9	TOTALS					35	33	2

\* This structure utilizes a back-to-back mounting configuration

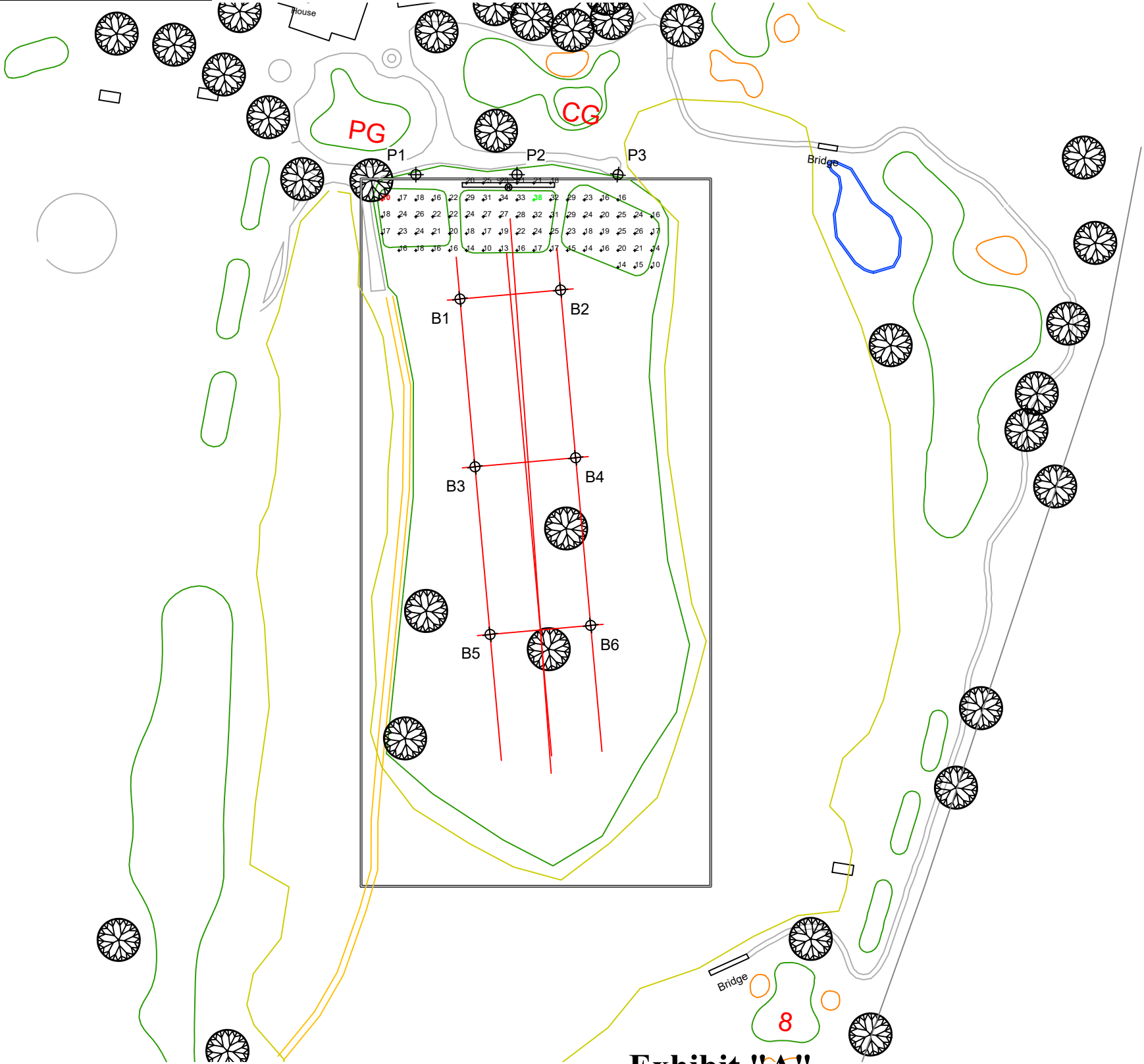
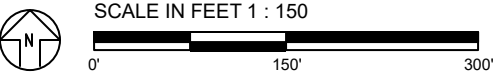


Exhibit "A"



Pole location(s) ⚓ dimensions are relative to 0,0 reference point(s) ⊗

Forest Creek Driving Range

Round Rock,TX

GRID SUMMARY	
Name:	Tee Box
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY			
MAINTAINED HORIZONTAL FOOTCANDLES			
	Entire Grid		
Scan Average:	21.10		
Maximum:	38		
Minimum:	10		
Avg / Min:	2.13		
Max / Min:	3.89		
UG (adjacent pts):	1.87		
No. of Points:	74		
LUMINAIRE INFORMATION			
Color / CRI:	5700K - 75 CRI		
Luminaire Output:	121,000 / 48,000 lumens		
No. of Luminaires:	33		
Total Load:	26.55 kW		
Lumen Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>51,000	>51,000	>51,000
TLC-BT-675	>51,000	>51,000	>51,000
Reported per TM-21-11. See luminaire datasheet for details.			

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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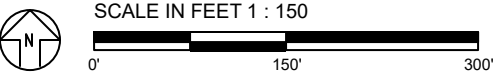
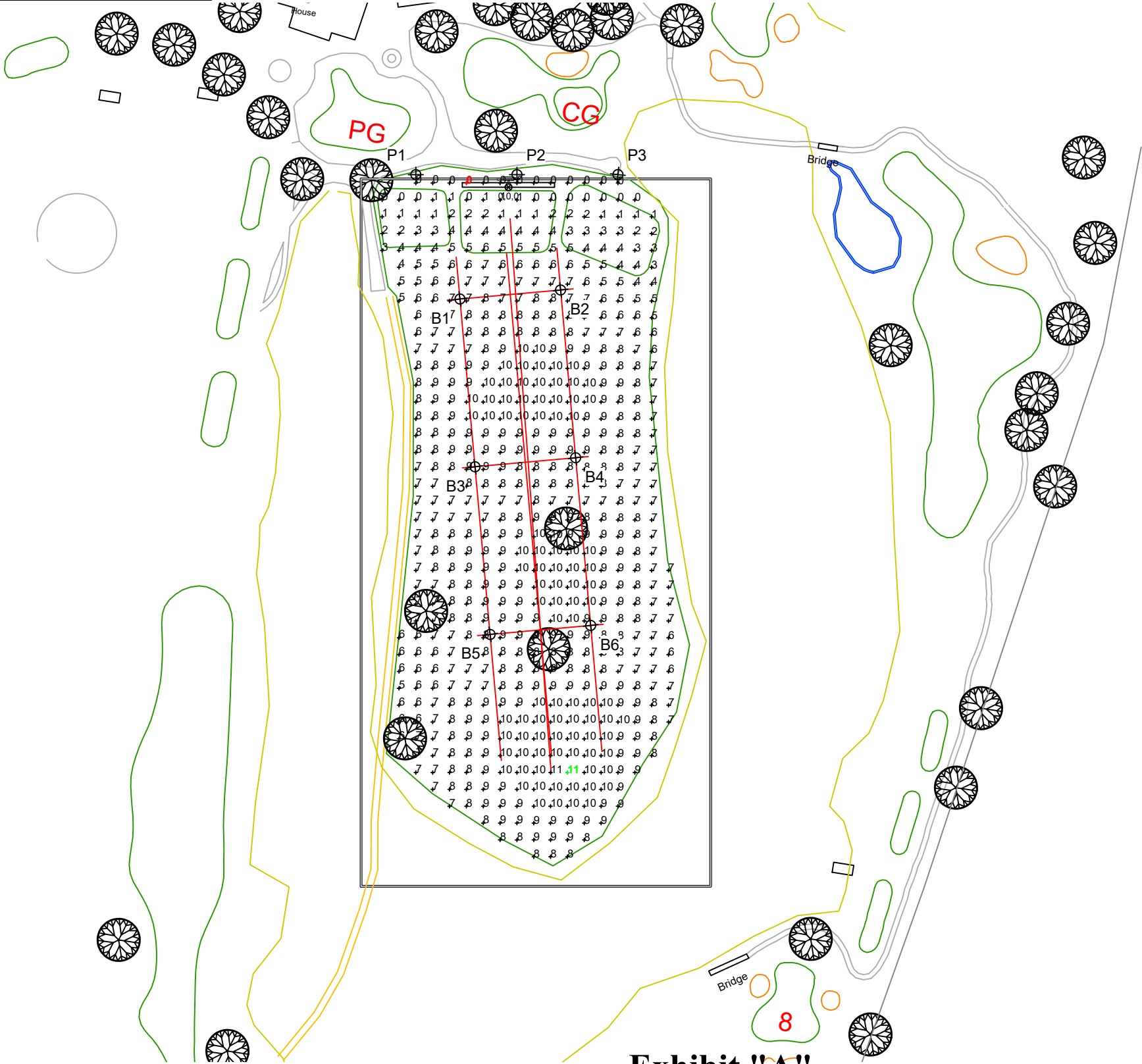
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ILLUMINATION SUMMARY



EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
6	B1-B6	3'	-	3'	TLC-BT-675	3	3	0
2	P1, P3	60'	-	15'	TLC-BT-675	2	2	0
				60'	TLC-LED-1150	3/1*	3	1
1	P2	60'	-	15'	TLC-BT-675	2	2	0
				60'	TLC-LED-1150	3	3	0
9	TOTALS					35	33	2

\* This structure utilizes a back-to-back mounting configuration



## Forest Creek Driving Range

Round Rock,TX

GRID SUMMARY	
Name:	Driving Range 80'
Spacing:	20.0' x 20.0'
Height:	83.0' above grade

ILLUMINATION SUMMARY			
MAINTAINED TV FOOTCANDLES: Tee Box 80'			
	Entire Grid		
Scan Average:	7.31		
Maximum:	11		
Minimum:	0		
Avg / Min:	46.88		
Max / Min:	67.63		
UG (adjacent pts):	4.45		
No. of Points:	604		
LUMINAIRE INFORMATION			
Color / CRI:	5700K - 75 CRI		
Luminaire Output:	121,000 / 48,000 lumens		
No. of Luminaires:	33		
Total Load:	26.55 kW		
Lumen Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>51,000	>51,000	>51,000
TLC-BT-675	>51,000	>51,000	>51,000
Reported per TM-21-11. See luminaire datasheet for details.			

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

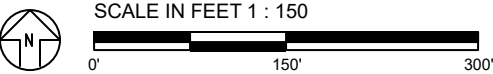
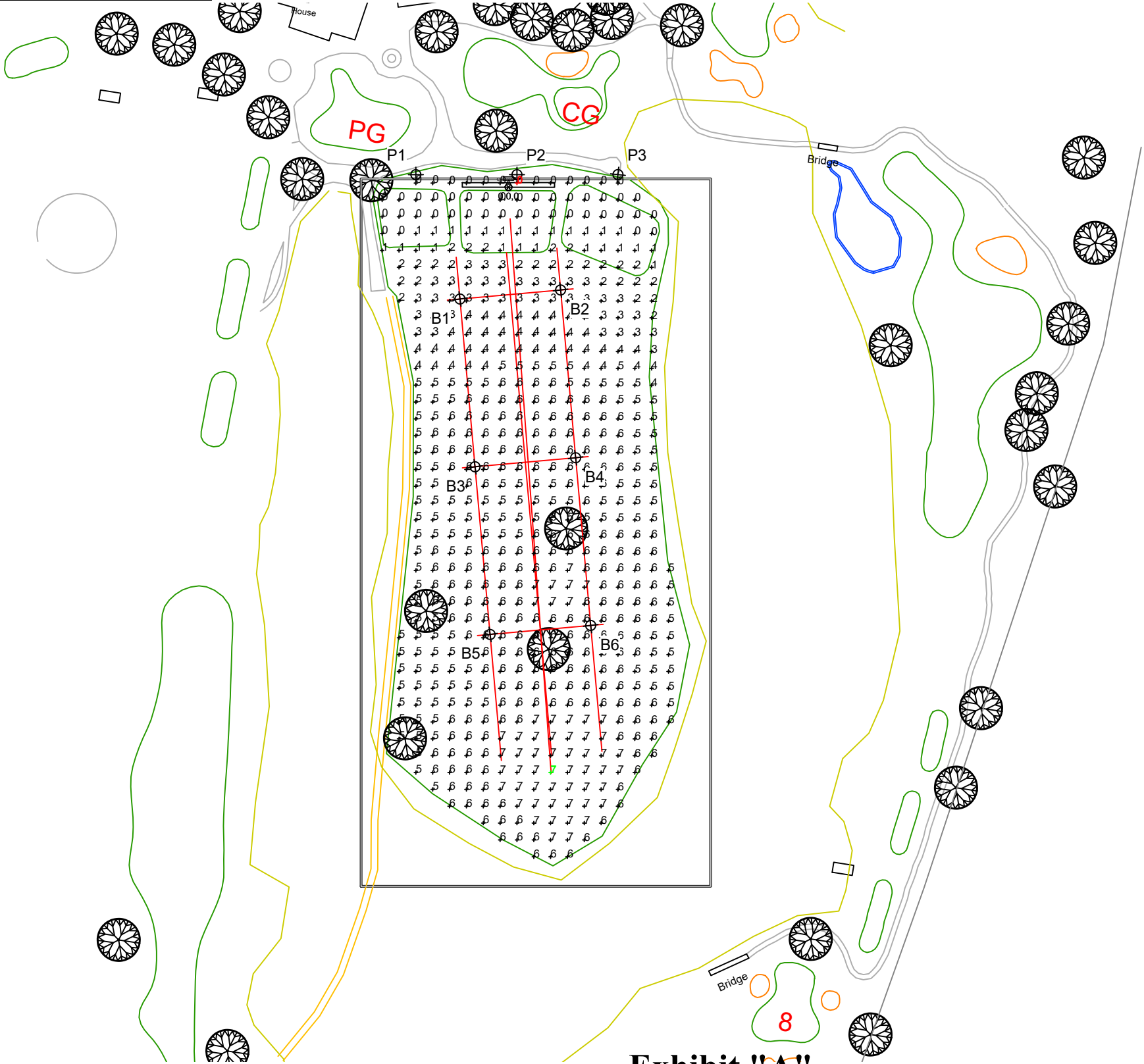


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## ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
6	B1-B6	3'	-	3'	TLC-BT-675	3	3	0
2	P1, P3	60'	-	15'	TLC-BT-675	2	2	0
				60'	TLC-LED-1150	3/1*	3	1
1	P2	60'	-	15'	TLC-BT-675	2	2	0
				60'	TLC-LED-1150	3	3	0
9	TOTALS					35	33	2

\* This structure utilizes a back-to-back mounting configuration



## Forest Creek Driving Range

Round Rock, TX

GRID SUMMARY	
Name:	Driving Range 120'
Spacing:	20.0' x 20.0'
Height:	120.0' above grade

ILLUMINATION SUMMARY			
MAINTAINED TV FOOTCANDLES: Tee Box 120'			
	Entire Grid		
Scan Average:	4.66		
Maximum:	7		
Minimum:	0		
Avg / Min:	131.70		
Max / Min:	203.03		
UG (adjacent pts):	4.52		
No. of Points:	604		
LUMINAIRE INFORMATION			
Color / CRI:	5700K - 75 CRI		
Luminaire Output:	121,000 / 48,000 lumens		
No. of Luminaires:	33		
Total Load:	26.55 kW		
Lumen Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>51,000	>51,000	>51,000
TLC-BT-675	>51,000	>51,000	>51,000
Reported per TM-21-11. See luminaire datasheet for details.			

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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## ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN							
Pole				Luminaires			
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID
6	B1-B6	3'	-	3'	TLC-BT-675	3	3
2	P1, P3	60'	-	15'	TLC-BT-675	2	2
				60'	TLC-LED-1150	3/1*	3
1	P2	60'	-	15'	TLC-BT-675	2	2
				60'	TLC-LED-1150	3	3
9	TOTALS					35	33

\* This structure utilizes a back-to-back mounting configuration

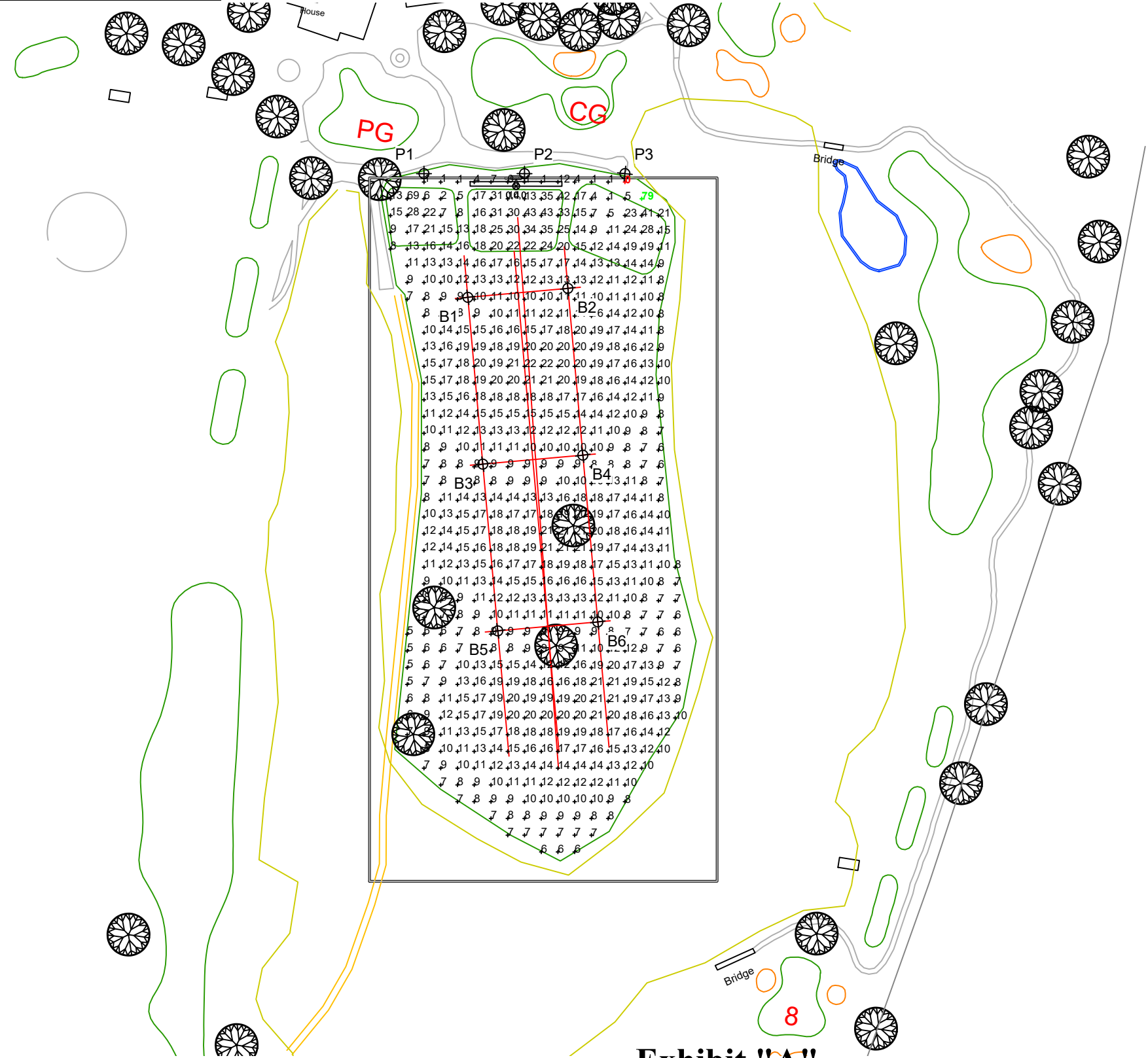


Exhibit "A"

Forest Creek Driving Range

Round Rock,TX

GRID SUMMARY	
Name:	Driving Range 40'
Spacing:	20.0' x 20.0'
Height:	43.0' above grade

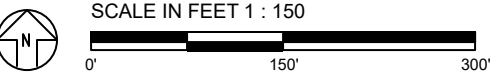
ILLUMINATION SUMMARY			
MAINTAINED TV FOOTCANDLES: Tee Box 40'			
	Entire Grid		
Scan Average:	13.33		
Maximum:	79		
Minimum:	0		
Avg / Min:	29.87		
Max / Min:	176.29		
UG (adjacent pts):	54.46		
No. of Points:	604		
LUMINAIRE INFORMATION			
Color / CRI:	5700K - 75 CRI		
Luminaire Output:	121,000 / 48,000 lumens		
No. of Luminaires:	33		
Total Load:	26.55 kW		
Lumen Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>51,000	>51,000	>51,000
TLC-BT-675	>51,000	>51,000	>51,000
Reported per TM-21-11. See luminaire datasheet for details.			

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⚓ dimensions are relative to 0,0 reference point(s) ⊗





EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	P1, P3	60'	-	15'	TLC-BT-675	2	0	2
				60'	TLC-LED-1150	3/1*	1	3
2	TOTALS					12	2	10

\* This structure utilizes a back-to-back mounting configuration

Forest Creek Driving Range

Round Rock,TX

GRID SUMMARY	
Name:	Putting Green
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

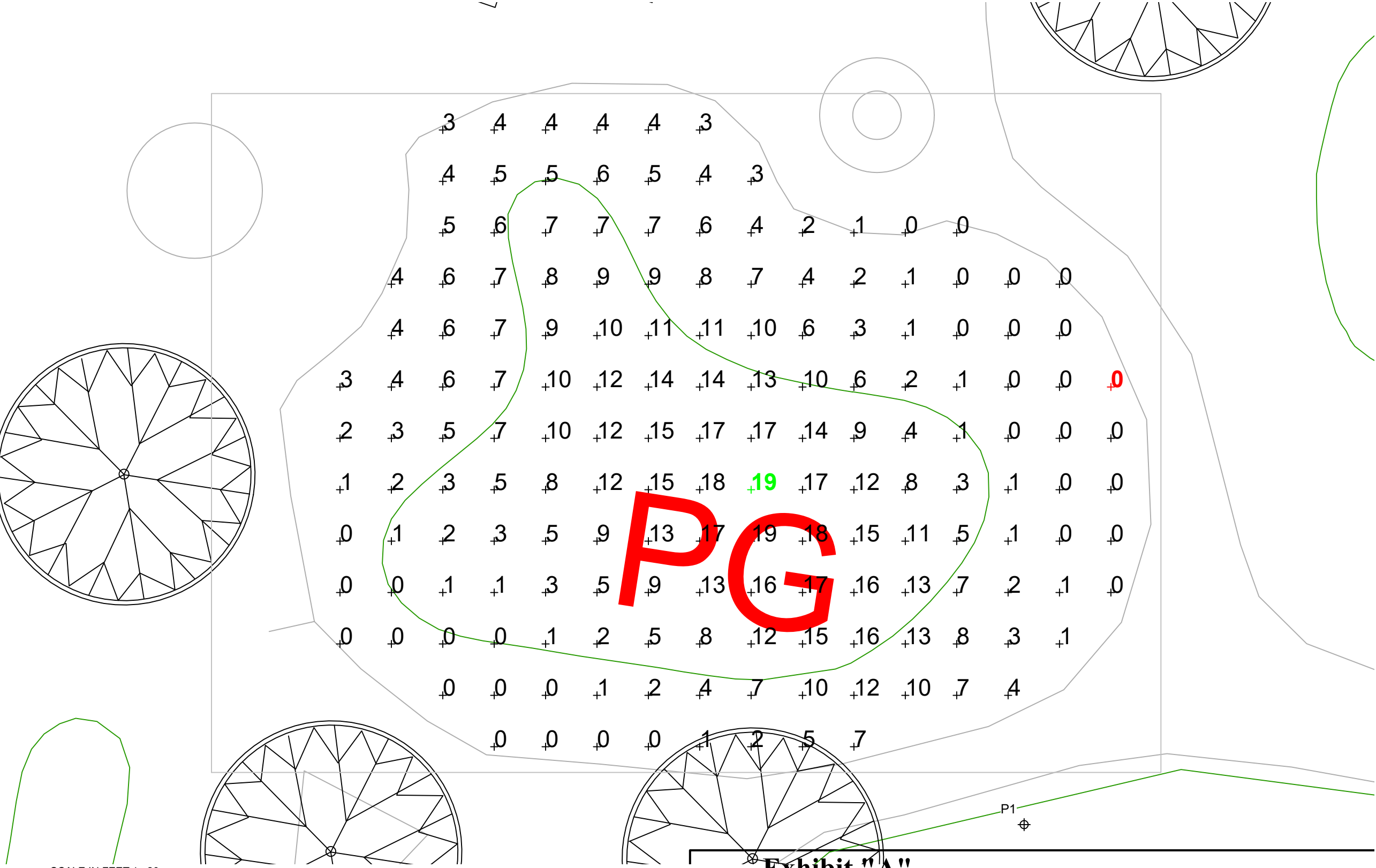
ILLUMINATION SUMMARY			
MAINTAINED HORIZONTAL FOOTCANDLES			
	Entire Grid		
Scan Average:	5.82		
Maximum:	19		
Minimum:	0		
Avg / Min:	110.71		
Max / Min:	363.26		
UG (adjacent pts):	4.80		
No. of Points:	167		
LUMINAIRE INFORMATION			
Color / CRI:	5700K - 75 CRI		
Luminaire Output:	121,000 lumens		
No. of Luminaires:	2		
Total Load:	2.3 kW		
Lumen Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>51,000	>51,000	>51,000
Reported per TM-21-11. See luminaire datasheet for details.			

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

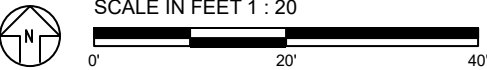
**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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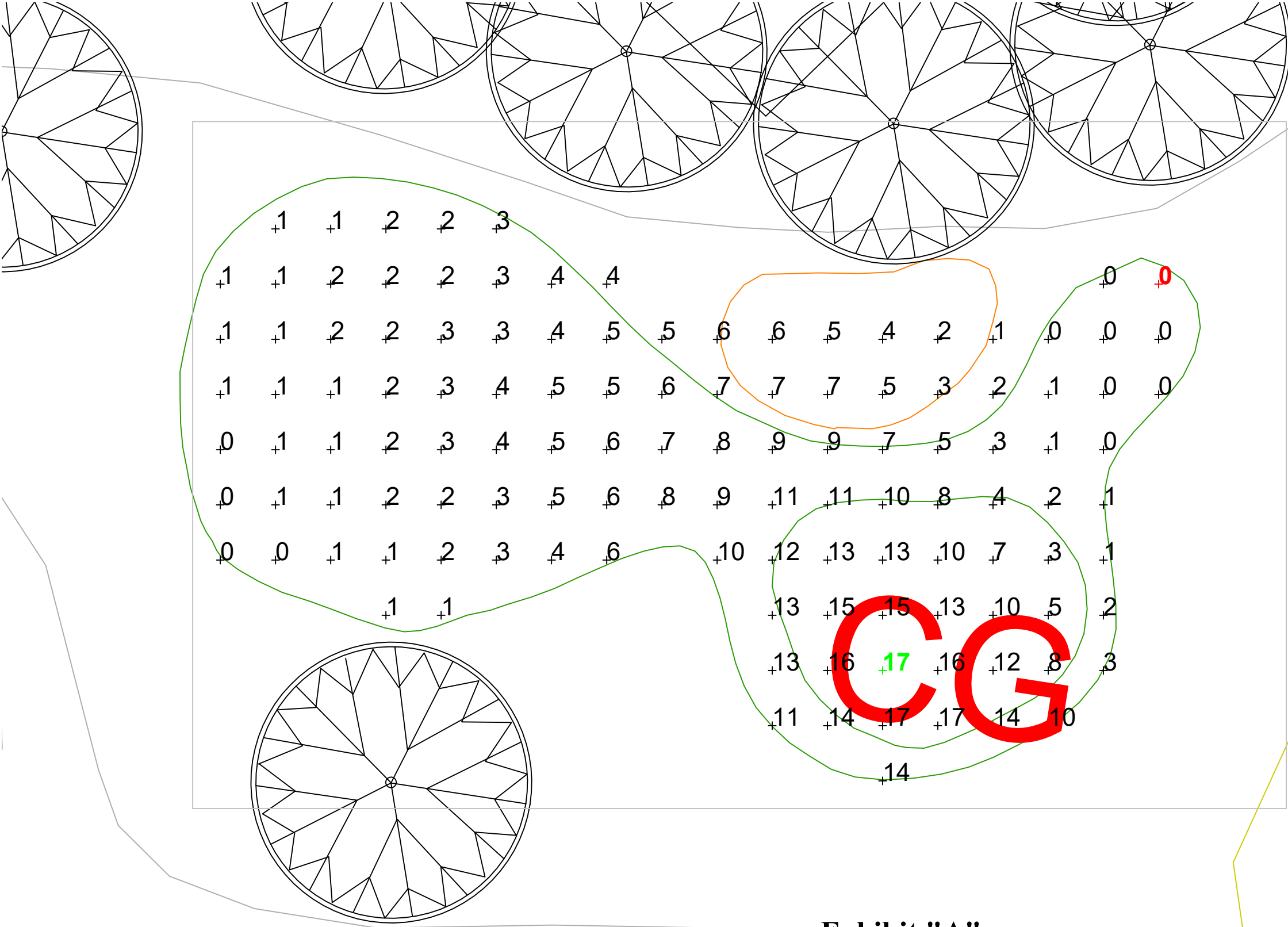
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ILLUMINATION SUMMARY



EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	P1, P3	60'	-	15'	TLC-BT-675	2	0	2
				60'	TLC-LED-1150	3/1*	1	3
2	TOTALS					12	2	10

\* This structure utilizes a back-to-back mounting configuration



## Forest Creek Driving Range

Round Rock, TX

GRID SUMMARY	
Name:	Chipping Green
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

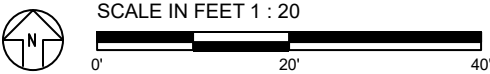
ILLUMINATION SUMMARY			
MAINTAINED HORIZONTAL FOOTCANDLES			
		Entire Grid	
Scan Average:	5.13		
Maximum:	17		
Minimum:	0		
Avg / Min:	121.23		
Max / Min:	401.45		
UG (adjacent pts):	3.88		
No. of Points:	124		
LUMINAIRE INFORMATION			
Color / CRI:	5700K - 75 CRI		
Luminaire Output:	121,000 lumens		
No. of Luminaires:	2		
Total Load:	2.3 kW		
Lumen Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>51,000	>51,000	>51,000
Reported per TM-21-11. See luminaire datasheet for details.			

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume  $\pm 3\%$  nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



ENGINEERED DESIGN By: Justin Van Soelen • File #187376R2 • 17-Nov-17

Exhibit "A"

Pole location(s) ⦿ dimensions are relative to 0,0 reference point(s) ⊗

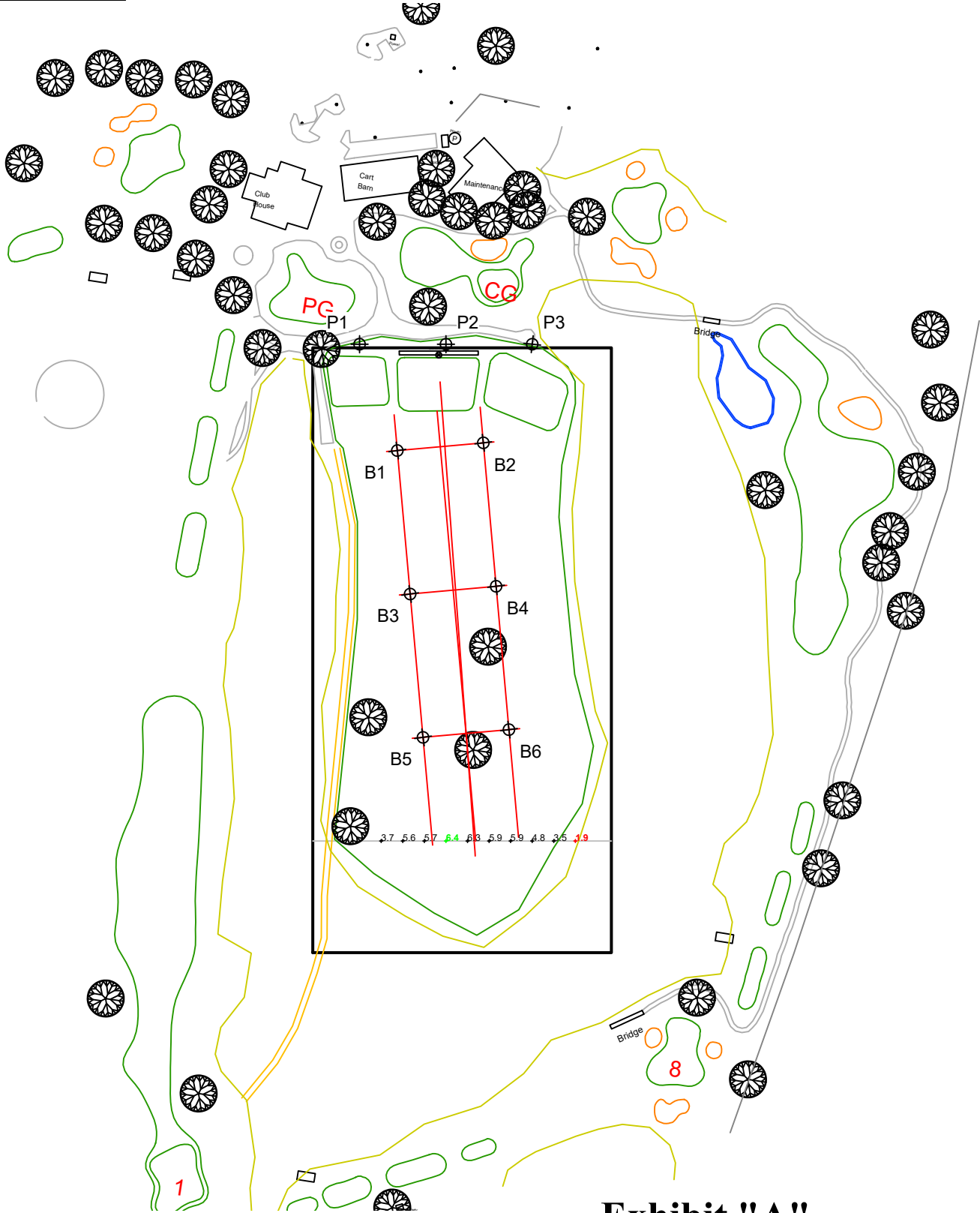


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## ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
6	B1-B6	3'	-	3'	TLC-BT-675	3	3	0
2	P1, P3	60'	-	15'	TLC-BT-675	2	2	0
				60'	TLC-LED-1150	3/1*	3	1
1	P2	60'	-	15'	TLC-BT-675	2	2	0
				60'	TLC-LED-1150	3	3	0
9	TOTALS					35	33	2

\* This structure utilizes a back-to-back mounting configuration



## Forest Creek Driving Range

Round Rock,TX

GRID SUMMARY	
Name:	200yds Down range
Spacing:	30.0'
Height:	13.0' above grade

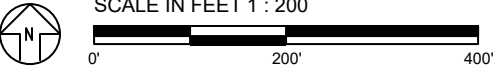
ILLUMINATION SUMMARY			
MAINTAINED MAX VERTICAL FOOTCANDLES			
<b>Scan Average:</b>  <b>Maximum:</b>  <b>Minimum:</b>  <b>No. of Points:</b>		Entire Grid	
		4.9636	
		6.39	
		1.92	
		10	
LUMINAIRE INFORMATION			
Color / CRI:		5700K - 75 CRI	
Luminaire Output:		121,000 / 48,000 lumens	
<b>No. of Luminaires:</b>		<b>33</b>	
Total Load:		26.55 kW	
Lumen Maintenance			
Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>51,000	>51,000	>51,000
TLC-BT-675	>51,000	>51,000	>51,000
Reported per TM-21-11. See luminaire datasheet for details.			

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume  $\pm$  3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



ENGINEERED DESIGN By: Justin Van Soelen • File #187376R2 • 17-Nov-17

Exhibit "A"

Pole location(s) ⚓ dimensions are relative to 0,0 reference point(s) ⊗



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ILLUMINATION SUMMARY

Forest Creek Driving Range  
Round Rock,TX

EQUIPMENT LAYOUT

INCLUDES:  
· Driving Range

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN						
Pole				Luminaires		
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE
6	B1-B6	3'	-	3'	TLC-BT-675	3
2	P1, P3	60'	-	15'	TLC-BT-675	2
				60'	TLC-LED-1150	3/1*
1	P2	60'	-	15'	TLC-BT-675	2
				60'	TLC-LED-1150	3
9	TOTALS					35

\* This structure utilizes a back-to-back mounting configuration

SINGLE LUMINAIRE AMPERAGE DRAW CHART							
Ballast Specifications (.90 min power factor)		Line Amperage Per Luminaire (max draw)					
Single Phase Voltage		208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	480 (60)
TLC-LED-1150		6.8	6.5	5.9	5.1	4.1	3.7
TLC-BT-675		4.0	3.8	3.5	3.0	2.4	2.2



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EQUIPMENT LAYOUT

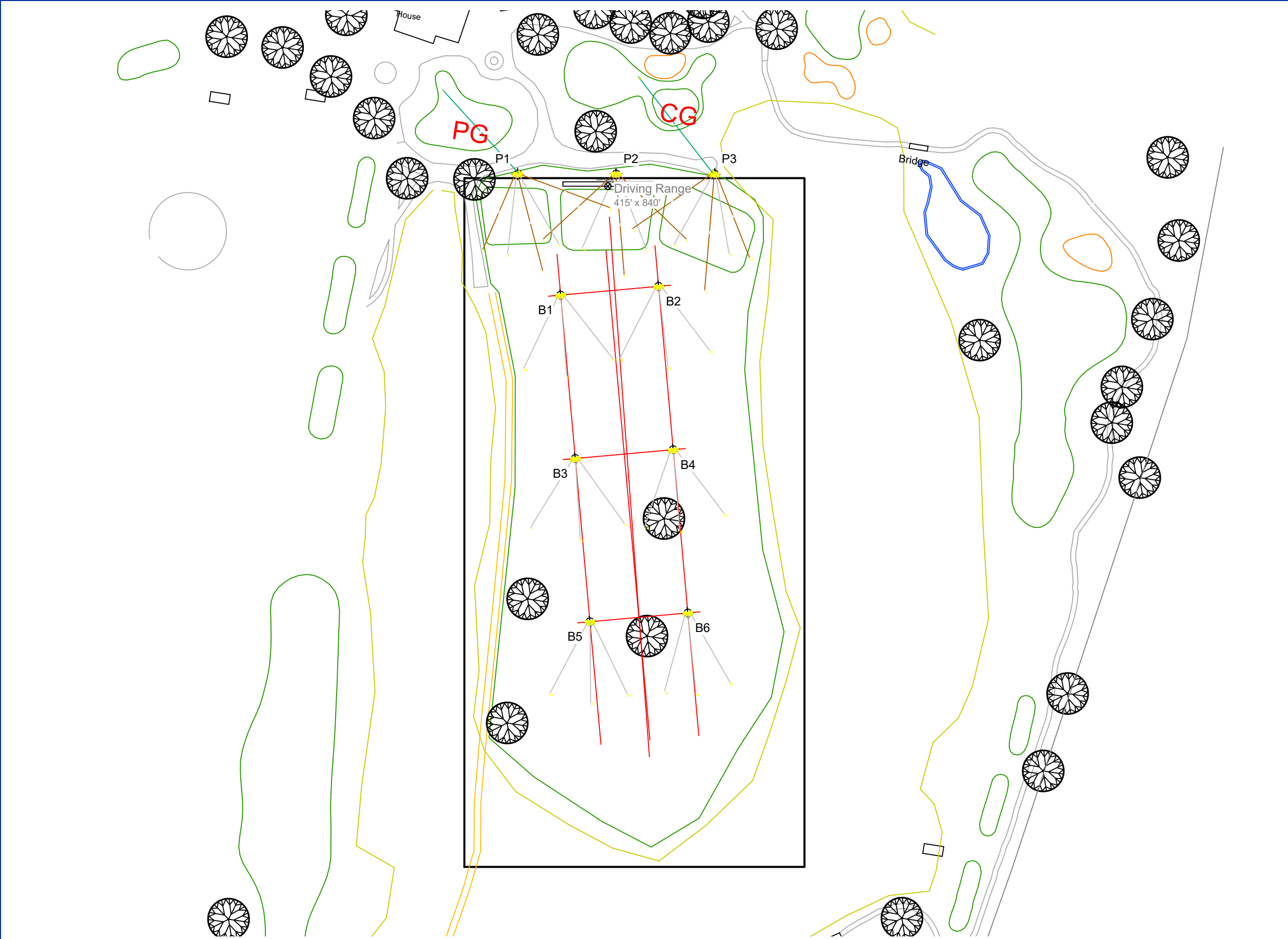
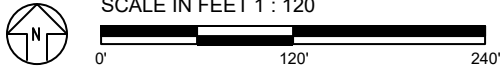


Exhibit "A"

Pole location(s) ⚓ dimensions are relative to 0,0 reference point(s) ⊗





Round Rock,TX

## Summary

A well-designed lighting system controls light to provide maximum useful on-field illumination with minimal destructive off-site glare.

## Candela Levels

**Minimal to No Glare: 500 or less candela**  
Equivalent to 100W incandescent light bulb.

The Musco Lighting logo features four yellow circles arranged in a horizontal row above the word "musco" in a bold, blue, sans-serif font. Below "musco" is the word "Lighting" in a stylized, yellow, cursive script font with a blue outline.

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# 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.**

Musco Sports Lighting, LLC  
Oskaloosa, IA United States

**Certificate Number:**  
2017-296352

**Date Filed:**  
12/21/2017

**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, TX

**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.**

Forest Creek Driving Range  
sports lighting equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Musco Corporation	Oskaloosa, IA United States	X	

**5 Check only if there is NO Interested Party.**

☐

### 6 AFFIDAVIT

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



*[Signature]*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said James M. Hansen, this the 21st day of December, 2017, to certify which, witness my hand and seal of office.

*Karyl L. Thomas*  
Signature of officer administering oath

Karyl L. Thomas  
Printed name of officer administering oath

Notary Public  
Title of officer administering oath





# City of Round Rock

## Agenda Item Summary

**Agenda Number:** F.3

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**Title:** Consider a resolution approving a Chapter 380 Program for Singulex, Inc. dba Veridia Diagnostics.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

**Dept Director:** Laurie Hadley, City Manager

**Cost:**

**Indexes:**

**Attachments:** Resolution

**Department:** City Manager's Office

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### **Text of Legislative File 2018-5145**

This agenda item pertains to an incentive agreement Singulex, INC d/b/a Veridia Diagnostics. One of the economic development target sectors for Round Rock is the Healthcare and Bioscience sector and Veridia Diagnostics falls into this sector. Veridia Diagnostics uses ultra-sensitive technologies to reveals what couldn't be detected before; the power to distinguish people who have disease from those who do not, before symptoms are even apparent, leading to improved outcomes.

The corresponding agreement agenda item requires Veridia Diagnostics to secure a lease on a facility in Round Rock, create one-hundred (100) jobs in the next five years, and invest at least \$250,000 in equipment. It also calls for the City to make economic incentive payments in the amounts of \$125,000 in 2019 and \$125,000 in 2020. The agreement does have claw-backs in place to recapture these incentives if the company does not fulfill their obligation.

**RESOLUTION NO. R-2018-5145**

**WHEREAS**, the City Council has determined that one of its priority goals is to encourage economic development within the City of Round Rock; and

**WHEREAS**, Singulex Inc. d/b/a Veridia Diagnostics ("Veridia") has expressed an interest in leasing a building located at 106 E. Old Settlers Blvd., Round Rock (the "Facility"); and

**WHEREAS**, the Council wishes to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code whereby Veridia will lease and improve the Facility; and

**WHEREAS**, Veridia intends to add at least 100 employees within five years of the occupancy of the Facility; and

**WHEREAS**, §380.001 Local Government Code provides that a municipality may establish an economic development program ("Program") to promote local economic development and to stimulate business and commercial activity in the municipality, and

**WHEREAS**, the City Council has determined that the Program described in Exhibit "A" will encourage economic development within the City and will also meet the goals set forth in said §380.001, Now Therefore

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

That the City offers to Veridia a §380.001 Program whereby the City will grant certain Economic Incentive Payments ("EIP's"), and

**BE IT FURTHER RESOLVED**

That the offer of the Program shall be as generally outlined in Exhibit "A" attached hereto 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 25th day of January, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk

**EXHIBIT A**  
**ECONOMIC DEVELOPMENT PROGRAM**

The terms of the \$380,001 Economic Development Program to be offered to Veridia in exchange for Veridia's lease of a building located at 106 East Old Settlers Blvd, Round Rock, Texas, 78664 are as generally outlined below:

1. Veridia's intentions and obligations:
  - 1.1. Lease. Veridia intends to lease and occupy the building located at 106 East Old Settlers Blvd, Round Rock, Texas.
  - 1.2. Investment. Veridia intends to invest at least \$250,000.00 in the improvement of the Facility.
  - 1.3. Jobs. Veridia intends to create at least 100 new jobs within five years of its occupancy of the Facility.
  - 1.4. Compliance with regulations. Veridia agrees that it will comply with the City's development approval processes and shall construct and install the improvements and lease and operate the Facility consistent with City ordinances, development regulations and requirements.
2. City's obligations:
  - 2.1. Economic Incentive Payments. In consideration of Veridia's compliance with the aforesaid intentions, the City agrees to grant Economic Incentive Payments to Veridia in the amount of \$250,000.
3. The terms and provisions of this Program will be set out in more detail in the Economic Development Program Agreement of even date herewith.



# City of Round Rock

## Agenda Item Summary

**Agenda Number: F.4**

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**Title:** Consider a resolution authorizing the Mayor to execute a Chapter 380 Program Agreement with Singulex, Inc. dba Veridia Diagnostics.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

**Dept Director:** Laurie Hadley, City Manager

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A, Form 1295

**Department:** City Manager's Office

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### **Text of Legislative File 2018-5146**

This agenda item pertains to an incentive agreement Singulex, INC d/b/a Veridia Diagnostics. One of the economic development target sectors for Round Rock is the Healthcare and Bioscience sector and Veridia Diagnostics falls into this sector. Veridia Diagnostics uses ultra-sensitive technologies to reveals what couldn't be detected before; the power to distinguish people who have disease from those who do not, before symptoms are even apparent, leading to improved outcomes. This agreement requires Veridia Diagnostics to secure a lease on a facility in Round Rock, create one-hundred (100) jobs in the next five years, and invest at least \$250,000 in equipment. This agreement calls for the City to make economic incentive payments in the amounts of \$125,000 in 2019 and \$125,000 in 2020. The agreement does have claw-backs in place to recapture these incentives if the company does not fulfill their obligation.

**RESOLUTION NO. R-2018-5146**

**WHEREAS**, Singulex Inc. d/b/a Veridia Diagnostics ("Veridia") has expressed an interest in leasing a building located at 106 E. Old Settlers Blvd., Round Rock (the "Facility"); and

**WHEREAS**, the purpose of this Resolution is to approve an economic development agreement as contemplated by Chapter 380 of the Texas Local Government Code whereby Veridia will (i) lease a facility in the City ("Facility"), (ii) create at least 100 new jobs within 5 years, and (iii) invest at least \$250,000 in the Facility, 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 Economic Development Program Agreement with Round Rock Transportation and Economic Development Corporation and Singulex Inc. d/b/a Veridia Diagnostics, 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 25th day of January, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk



# EXHIBIT

## "A"

### ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement ("**Agreement**") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **City of Round Rock, Texas**, a Texas home rule municipal corporation ("**City**"), the **Round Rock Transportation and Economic Development Corporation**, a "Type B corporation" created under the authority of Chapter 501, Texas Local Government Code, ("**TEDCO**") and **Singulex Inc., d/b/a Veridia Diagnostics**, a Delaware Corporation ("**Veridia**").

**WHEREAS**, the City has adopted Resolution No. \_\_\_\_\_, attached as Exhibit A ("**City Resolution**"), establishing an economic development program and authorizing the Mayor to enter into this Agreement with Veridia in recognition of the positive economic benefits to the City through Veridia's intention to (i) lease a facility in the City ("**Facility**"), (ii) create at least 100 new jobs within 5 years, and (iii) invest at least \$250,000 in the Facility; and

**WHEREAS**, the purpose of this Agreement is to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code whereby Singulex intends to accomplish the foregoing; and

**WHEREAS**, the City and TEDCO agree to provide performance-based Economic Incentive Payments ("**EIP's**") (as defined below);

**NOW, THEREFORE**, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, TEDCO and Singulex agree as follows:

1. **Authority.** The City's execution of this Agreement is authorized by Chapter 380 of the Texas Local Government Code, and the City Resolution, and constitutes a valid and binding obligation of the City in the event Veridia proceeds with the lease, improvement, occupation, and staffing of the Facility. TEDCO's execution of this Agreement is authorized by §505.102 of the Texas Local Government Code. The City and TEDCO acknowledge that Veridia is acting in reliance upon the City's and TEDCO's performance of their obligations under this Agreement in making its decision to commit substantial resources and money to lease, improve, and occupy the Facility.
2. **Definitions.**
  - 2.1. "**Economic Incentive Payment(s)**" ("**EIPs**") means the amount paid by the City and/or TEDCO to Veridia under the Program.
  - 2.2. "**Effective Date**" is the date this Agreement is executed to be effective by the City and Veridia.
  - 2.3. "**Facility**" means the building located at 106 East Old Settlers Blvd., Round Rock, Texas, 78664.

- 2.4. **"Full Time Equivalent Employee" ("FTE")** means a combination of employees, each of whom individually is not a full-time employee because they are not employed on average at least 35 hours per week, but who, in combination, are counted as the equivalent of a full-time employee. FTE's shall include original hires or their replacements over time.
- 2.5 **"Program"** means the economic development program established by the City pursuant to Chapter 380 of the Texas Local Government Code and under the City Resolution to promote local economic development and stimulate business and commercial activity within the City.
- 2.6. **"Recapture Liability"** means the total amount of all EIP's that are paid as result of this Agreement that are subject to recapture by the City and/or TEDCO from Veridia in the event of a Veridia default.
3. **Intention of Parties.** The City Council of Round Rock has previously determined that one of its priority goals is to encourage economic development within the City. To further this goal, the City is willing to provide EIP's to assist Veridia in the leasing and improving of the Facility.
4. **Term.** This Agreement shall become enforceable upon its Effective Date and shall terminate on December 31, 2022.
5. **Rights and Obligations of Veridia.**
- 5.1. Lease. Veridia intends to lease the Facility.
- 5.2. Investment. Veridia intends to invest at least \$250,000 in improvements to the Facility. Veridia agrees to provide the City with documentation that shows proof that this obligation has been satisfied, and the City shall have the right to audit Veridia's records to verify same.
- 5.3. Jobs. Veridia agrees to employ at least 100 full-time employees and/or FTE's, which may include transfers from Veridia's California headquarters, within five years of occupying the Facility, in accordance with the schedule set forth below. As used in the below schedule "jobs" shall include full-time employees and/or FTE's. "Year 1" shall mean the calendar year following Veridia's occupancy of the Facility.

<u>Year</u>	<u>Retained Jobs</u>	<u>New Jobs</u>	<u>Total Jobs</u>
Year 1, 2018	0	60	60
Year 2, 2019	60	10	70
Year 3, 2020	70	10	80
Year 4, 2021	80	10	90
Year 5, 2022	90	10	100

5.4 Job Compliance Affidavit. On or before March 1 following each calendar year of this Agreement, Veridia agrees to provide to the City a Job Compliance Affidavit, a copy of such Job Compliance Affidavit being attached hereto as **Exhibit B**. City shall have the right, following reasonable advance notice to Veridia, to audit Veridia's records to verify that this obligation has been satisfied.

5.5 Compliance with regulations. Veridia agrees that it will comply with the City's development approval processes, and shall construct and install the improvements and lease and operate the Facility consistent with City ordinances, development regulations and legal requirements.

5.6 Clawback. In the event that Veridia fails to comply with any of the actions as described in Section 5.1 through 5.5 above, Veridia will immediately pay to the City an amount equal to, but not to exceed, the Recapture Liability.

6. **Economic Incentive Payments.** In consideration of Veridia's compliance with this Agreement, the City and TEDCO agree as follows:

6.1. Schedule for EIPs. City and/or TEDCO shall, subject to Veridia's satisfaction of its obligations set forth herein, make EIPs to Veridia as set forth herein. The EIP's shall be made in annual payments on or before April 1 of each year. "Year 1" shall be the calendar year following Veridia's occupancy of the Facility. The amount of the EIP's shall be as follows:

<u>Year</u>	<u>Amount of EIP</u>
Year 2019	\$125,000.00
Year 2020	\$125,000.00

6.2. EIP Subject to Future Appropriations. This Agreement shall not be construed as a commitment, issue or obligation of any specific taxes or tax revenues for payment to Veridia. The EIPs by the City and/or TEDCO under this Agreement are subject to the City's and TEDCO's appropriation of funds for such payments in the budget year for which they are made. The EIPs to be made to Veridia, if paid, shall be made solely from annual appropriations from the general funds of the City and/or TEDCO or from such other funds of the City or TEDCO as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 380 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the City and/or TEDCO under applicable Texas law, subject to any applicable limitations or procedural requirements. In the event that the City and/or TEDCO do not appropriate funds in any fiscal year for the EIP due under this Agreement, such failure shall not be considered a default under Section 7.3, and the City and/or TEDCO shall not be liable to Veridia for such EIP, however, the City and TEDCO shall extend this Agreement for another year(s), until Veridia has received all of the EIPs provided for herein. In addition, Veridia shall have the

right but not the obligation to rescind this Agreement. To the extent there is a conflict between this paragraph and any other language or covenant in this Agreement, this paragraph shall control.

- 6.3. EIP Recapture. In the event the City and/or TEDCO terminate this Agreement as a result of Veridia's default, the City and/or TEDCO may recapture and collect from Veridia the Recapture Liability. Veridia shall pay to the City and/or TEDCO the Recapture Liability within thirty (30) days after the City makes demand for same, subject to any and all lawful offsets, settlements, deduction, or credits to which Veridia may be entitled. Notwithstanding anything herein to the contrary, such Recapture Liability shall not exceed, in the aggregate, an amount equal to all EIPs that were paid pursuant to this Agreement from the Effective Date to the date of termination (together with interest thereon to be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty). The City shall have all remedies for the collection of the Recapture Liability as provided generally in the Tax Code for the collection of delinquent property taxes.

## **7. Miscellaneous.**

- 7.1. Mutual Assistance. The City and Veridia will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement.
- 7.2. Representations and Warranties. The City represents and warrants to Veridia that the Program and this Agreement are within its authority, and that it is duly authorized and empowered to establish the Program and enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Veridia represents and warrants to the City that it has the requisite authority to enter into this Agreement.
- 7.3. Default. If either the City or Veridia should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party such default, prior to instituting an action for breach or pursuing any other remedy for default. If the City remains in default after notice and opportunity to cure, Veridia shall have the right to pursue any remedy at law or in equity for the City's breach. If Veridia remains in default after notice and opportunity to cure, City shall have the right to pursue any remedy at law or in equity for Veridia's breach, but only up to an amount equal to the Waived Fees.
- 7.4. Attorney's Fees. In the event any legal action or proceeding is commenced in a court of competent jurisdiction between the City and Veridia to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.
- 7.5. Entire Agreement. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the City and Veridia.

- 7.6. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.
- 7.7. Assignment. Veridia may not assign all or part of its rights and obligations to a third party without the express written consent of the City provided, however, that this Agreement may be assigned by either party without the consent of the other to an affiliate or to any third party who succeeds to substantially all of its business or assets.
- 7.8. Amendment. This Agreement may be amended by the mutual written agreement of the parties.
- 7.9. Termination. In the event Veridia elects not to lease the Facility or install the improvements as contemplated by this Agreement, Veridia shall notify the City in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect.
- 7.10. Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to City:       City of Round Rock  
  
                          221 E. Main Street  
                          Round Rock, TX 78664  
                          Attn: City Manager  
                          Phone: (512) 218-5400  
                          Email: [lhadley@roundrocktexas.gov](mailto:lhadley@roundrocktexas.gov)

With a required copy to:

                          Sheets & Crossfield  
                          309 E. Main Street  
                          Round Rock, TX 78664  
                          Attn: Stephan L. Sheets  
                          Phone: (512) 255-8877  
                          Email: [steve@scrllaw.com](mailto:steve@scrllaw.com)

If to Veridia:  
  
                          Singulex Inc.  
                          1701 Harbor Bay Parkway, Suite 200  
                          Alameda, CA 94502  
                          Attn: Kofi Acquaaah-Arhin  
                          Phone: (510) 995-9083  
                          Email: [mailto:K.Acquaah-Arhin@singulex.com](mailto:mailto:K.Acquaah-Arhin@singulex.com)

With a required copy to:

Veridia Diagnostics  
1701 Harbor Bay Parkway, Suite 200  
Alameda, CA 94502  
Attn: Bob Brousseau  
Phone: 214.938.1054  
Email: [b.brousseau@veridiadiagnostics.com](mailto:b.brousseau@veridiadiagnostics.com)

Either party may designate a different address at any time upon written notice to the other party.

- 7.11. Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.
- 7.12. Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- 7.13. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 7.14. No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
- 7.15. Force Majeure. Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (a "*force majeure* event"). A *force majeure* event for the purposes of this Agreement shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm or similar occurrences; orders or acts of military or civil authority; litigation; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay. Except as otherwise expressly provided, herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any event of *force majeure*.
- 7.16. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any



responsibilities or liabilities to any third party in connection with the development of the Facility or the design, construction or operation of any portion of the Facility.

EXECUTED to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF ROUND ROCK, TEXAS**

By: \_\_\_\_\_  
Craig Morgan, Mayor

APPROVED as to form:

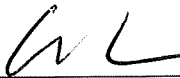
\_\_\_\_\_  
Stephan L. Sheets, City Attorney

**ROUND ROCK TRANSPORTATION AND  
ECONOMIC DEVELOPMENT CORP.**

By: \_\_\_\_\_  
Craig Morgan, President

**SINGULEX INC.**

**d/b/a Veridia Diagnostics**

By:  \_\_\_\_\_  
Guido Baechler, its CEO

**EXHIBIT "A"**

**RESOLUTION NO. R-\_\_\_\_\_**

**WHEREAS**, the City Council has determined that one of its priority goals is to encourage economic development within the city of Round Rock; and

**WHEREAS**, Singulex Inc. d/b/a Veridia Diagnostics ("Veridia") has expressed an interest in leasing a building located at 106 E. Old Settlers Blvd., Round Rock (the "Facility"); and

**WHEREAS**, the Council wishes to promote economic development as contemplated by Chapter 380 of the Texas Local Government Code whereby Singulex will lease and improve the Facility; and

**WHEREAS**, Veridia intends to add at least 100 employees within five years of the occupancy of the Facility;

**WHEREAS**, §380.001 Local Government Code provides that a municipality may establish an economic development program ("Program") to promote local economic development and to stimulate business and commercial activity in the municipality, and

**WHEREAS**, the City Council has determined that the Program described in Exhibit "A" will encourage economic development within the City and will also meet the goals set forth in said §380.001

**NOW THEREFORE**

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

That the City offers to Veridia a §380.001 Program whereby the City will grant certain Economic Incentive Payments ("EIP's"), and

**BE IT FURTHER RESOLVED**

That the offer of the Program shall be as generally outlined in Exhibit "A" attached hereto 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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

\_\_\_\_\_  
SARA L. WHITE, City Clerk

EXHIBIT A TO RESOLUTION  
ECONOMIC DEVELOPMENT PROGRAM

The terms of the \$380,001 Economic Development Program to be offered to Veridia in exchange for Veridia's lease of a building located at 106 East Old Settlers Blvd, Round Rock, Texas, 78664 are as generally outlined below:

1. Veridia's intentions and obligations:
  - 1.1. Lease. Veridia intends to lease and occupy the building located at 106 East Old Settlers Blvd, Round Rock, Texas.
  - 1.2. Investment. Veridia intends to invest at least \$250,000.00 in the improvement of the Facility.
  - 1.3. Jobs. Veridia intends to create at least 100 new jobs within five years of its occupancy of the Facility.
  - 1.4. Compliance with regulations. Veridia agrees that it will comply with the City's development approval processes and shall construct and install the improvements and lease and operate the Facility consistent with City ordinances, development regulations and requirements.
2. City's obligations:
  - 2.1. Economic Incentive Payments. In consideration of Veridia's compliance with the aforesaid intentions, the City agrees to grant Economic Incentive Payments to Veridia in the amount of \$250,000.
3. The terms and provisions of this Program will be set out in more detail in the Economic Development Program Agreement of even date herewith.

EXHIBIT B

JOB COMPLIANCE AFFIDAVIT

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_(NAME)\_\_\_\_\_, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED BELOW AND AFTER HAVING BEEN DULY SWORN, ON HIS/HER OATH STATED AS FOLLOWS:

1. "MY NAME IS \_\_\_\_\_. I AM OVER THE AGE OF 21 YEARS AND AM CAPABLE OF MAKING THIS AFFIDAVIT. THE FACTS STATED IN THIS AFFIDAVIT ARE WITHIN MY PERSONAL KNOWLEDGE AND ARE TRUE AND CORRECT.

2. "I AM THE \_\_\_\_\_(TITLE)\_\_\_\_\_ OF VERIDIA DIAGNOSTICS, AND I AM DULY AUTHORIZED TO MAKE THIS AFFIDAVIT.

3. "AS OF DECEMBER 31, 20\_\_\_, VERIDIA DIAGNOSTICS HAD THE FOLLOWING JOB POSITIONS:

EMPLOYEE ID NO.

JOB POSITION OR TITLE

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

EMPLOYEE ID NO.

JOB POSITION OR TITLE

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TOTAL JOBS \_\_\_\_\_

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

(PRINTED NAME)

\_\_\_\_\_ (TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-303501

Date Filed:  
01/18/2018

Date Acknowledged:

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

Singulex Inc., Dba Veridia Diagnostics  
Round Rock, TX United States

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

City of Round Rock

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

Veridia Diagnostics  
Laboratory Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stene, Mark	Round Rock, TX United States		X
	Brousseau, Bob	Round Rock, TX United States		X
	OrbiMed Private Investments III, LP	Alameda, CA United States	X	
	Fisk Johnson Lifetime Investments	Alameda, CA United States	X	
	Grifols Diagnostics Solutions, Inc.	Alameda, CA United States	X	

5 Check only if there is NO Interested Party. ☐

### 6 UNSWORN DECLARATION

My name is Bob Brousseau and my date of birth is 12-15-68

My address is 106 E. OLD SETTLERS BLVD ROUND ROCK TX 78664 USA  
(street) (city) (state) (zip code) (country)

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

Executed in WILLIAMSON County, State of TX, on the 18 day of JAN, 20 18.  
(month) (year)

Robert L Brousseau  
Signature of authorized agent of contracting business entity  
(Declarant)



# City of Round Rock

## Agenda Item Summary

**Agenda Number: F.5**

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**Title:** Consider a resolution authorizing the Mayor to execute electronically a Master Intergovernmental Cooperative Purchasing Agreement for registration and participation in the U.S. Communities Government Purchasing Alliance.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

**Dept Director:** Susan Morgan, CFO

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A

**Department:** Finance Department

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### **Text of Legislative File 2018-5125**

State law allows cities to enter into Interlocal Agreements between governing bodies to satisfy bidding requirements when purchasing goods and services. The purpose of this agreement is to provide the City another option to facilitate compliance with State bidding requirements and realize administrative efficiencies and cost savings.

This agreement is very similar to other co-op's that the City uses for purchasing commodities and services, as well as a source to use when comparing vendor costs. This particular agreement will provide access to vendors providing law enforcement and fire rescue commodities and services, as well as a wide variety of other vendors providing commodities and services that could be used by the City as the need arises.

## **RESOLUTION NO. R-2018-5125**

**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 a Master Intergovernmental Cooperative Purchasing Agreement for participation in the U.S. Communities Government Purchasing Alliance; and

**WHEREAS**, participation in U.S. Communities Governmental Purchasing Alliance requires a participating entity to electronically register and execute the Master Intergovernmental Cooperative Purchasing Agreement, Now Therefore

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

That the Mayor is hereby authorized and directed to execute electronically on behalf of the City a Master Intergovernmental Cooperative Purchasing Agreement for the registration and participation in the U.S. Communities Government Purchasing Alliance, 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 25<sup>th</sup> day of January, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

# EXHIBIT

## "A"



**U.S. COMMUNITIES<sup>®</sup>**  
GOVERNMENT PURCHASING ALLIANCE



### **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

#### **RECITALS**

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accordance with the applicable laws and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall be responsible for its own conduct to the extent permitted by law.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Fairfax County VA (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Cathy Muse

Authorized Signature, Lead Public Agency

Sept 9, 2015

Date



### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Maricopa County (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

MARICOPA COUNTY, ARIZONA

BY: [Signature]  
CHAIRMAN, BOARD OF SUPERVISORS

OCT 16 2015  
DATE

ATTESTED:

DEPUTY [Signature]  
CLERK OF THE BOARD 100715

OCT 16 2015  
DATE

APPROVED AS TO FORM:

[Signature]  
LEGAL COUNSEL

October 14, 2015  
DATE

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of North Carolina State University (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement. (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Sharon Loosman, Director of Materials Management  
Authorized Signature, Lead Public Agency

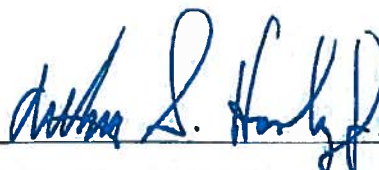
9/16/15

Date

### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of San Diego Unified School District (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Public Agency



Date

### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of the City and County of Denver (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
Authorized Signature, Lead Public Agency

  
Date

### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of City of Mesquite (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
Authorized Signature, Lead Public Agency

10/26/2015

Date

### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of The City of Kansas City, Missouri (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Public Agency



Date



### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of County of Dane, Wisconsin (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Public Agency



Date

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of Fresno Unified School District (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Public Agency

9-25-15

Date

### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Barron County (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Public Agency



Date

### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of City of Charlotte (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Karen Ewing

Authorized Signature, Lead Public Agency

9/1/2015

Date

### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Cobb County (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

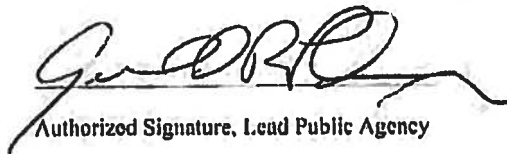
  
Authorized Signature, Lead Public Agency

9/10/2015  
Date

### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of County of Los Angeles (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement. (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Public Agency

\_\_ September 2, 2015 \_\_

Date



### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Harford County Public Schools (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Jeffrey LaPorte  
Authorized Signature, Lead Public Agency

8/28/15  
Date

## Lead Public Agency Certificate

### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Chicago (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Public Agency

1/6/15

Date

## Lead Public Agency Certificate

### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Port of Portland, Oregon (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Babsi Matthews

Authorized Signature, Lead Public Agency

1/25/16

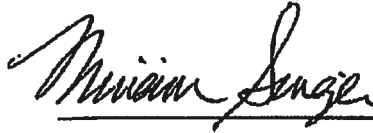
Date

**Lead Public Agency Certificate**

**LEAD PUBLIC AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of Miami Dade County (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.



Authorized Signature, Lead Public Agency

January 26, 2016  
Date

## Lead Public Agency Certificate

### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Washington County Public Schools (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

Raymond H. Wilson  
Authorized Signature, Lead Government Agency

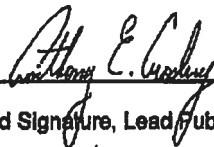
7/22/13  
Date


## Lead Public Agency Certificate

### LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Prince William County Public Schools (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

  
\_\_\_\_\_  
Authorized Signature, Lead Public Agency

  
\_\_\_\_\_  
Date



# City of Round Rock

## Agenda Item Summary

**Agenda Number: F.6**

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**Title:** Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 1 to City of Round Rock's Software as a Service and Professional Consulting Services Agreement with Smart Energy Systems, LLC for utility and customer engagement software.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

**Dept Director:** Susan Morgan, CFO

**Cost:** \$79,000.00

**Indexes:** Utility Fund

**Attachments:** Resolution, Exhibit A

**Department:** Finance Department

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### **Text of Legislative File 2018-5124**

This Supplemental Agreement No. 1 to City of Round Rock's Software as a Service and Professional Consulting Services Agreement with Smart Energy Systems, LLC for utility and customer engagement software will be amending the agreement to include a Text Messaging Module to the Scope of Services.

A total of \$79,000 will be added to the 5 year contract with Smart Energy Systems, LLC, additional service will include a one-time set-up fee, yearly short code fee, and a short code text message rate for in bound and out bound text messaging. This service will enhance communication options between the City and utility customers. This supplemental agreement will increase the total 5-year contract amount from \$205,000 to \$284,000.

After evaluating the text messaging options available in each of the City's new software systems, staff determined the Smart Energy Solution was a better fit at a lower cost than the Tyler Munis solution. The additional cost will be offset by a reduction in the Tyler Munis contract cost and will not impact the total project cost.

**Cost: \$79,000**

**Source of Funds: Utility Fund**





**RESOLUTION NO. R-2018-5124**

**WHEREAS**, the City of Round Rock has previously entered into a “Software as a Service” & Professional Services Agreement with Smart Energy Systems, LLC, (“Agreement”); and

**WHEREAS**, Smart Energy Systems, LLC has submitted Supplemental Agreement No. 1 to amend the Agreement to add an additional service to the Scope of Services, specifically a Text Messaging Module; and

**WHEREAS**, the City Council desires to enter into said Supplemental Agreement No. 1 with Smart Energy Systems, LLC, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Agreement No. 1 to “City of Round Rock ‘Software as a Service’ & Professional Services Agreement With Smart Energy Systems, LLC,” a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

**RESOLVED** this 25th day of January, 2018.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

# EXHIBIT

## "A"

**SUPPLEMENTAL AGREEMENT NO. 1  
TO "CITY OF ROUND ROCK 'SOFTWARE AS A SERVICE' &  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
SMART ENERGY SYSTEMS, LLC"**

**CITY OF ROUND ROCK**

§

**STATE OF TEXAS**

§

**KNOW ALL BY THESE PRESENTS:**

§

**COUNTY OF TRAVIS**

§

**COUNTY OF WILLIAMSON**

§

THIS SUPPLEMENTAL AGREEMENT NO. 1 to "City of Round Rock 'Software as a Service' & Professional Consulting Services Agreement with Smart Energy Systems, LLC," hereinafter called "Supplemental Agreement No. 1," is made by and between the City of Round Rock, Texas, a home-rule municipality (hereinafter referred to as the "City") and Smart Energy Systems, LLC (hereinafter referred to as "SES").

**WHEREAS**, the City and SES executed the referenced "City of Round Rock Agreement for 'Software as a Service' & Professional Consulting Services Agreement," hereinafter called the "Agreement," on September 28, 2017 by Resolution No. R-2017-4795; and

**WHEREAS**, the City desires to amend the Agreement to add an additional service to the Scope of Services, specifically a Text Messaging Module; and

**NOW THEREFORE**, premises considered, and in consideration of the mutual promises and obligations in the Agreement and this Supplemental Agreement, the City and SES agree as follows:

### I.

Exhibit "A" to the Agreement ("Scope of Work") is supplemented by the attached Amended Exhibit "A," attached hereto and incorporated herein by reference. Amended Exhibit "A" adds a Text Messaging Module to the Scope of Services.

### II.

Section 4. FEES AND PAYMENTS shall be amended as follows:

4.1 Fees. All implementation fees, software subscription fees, and any other applicable fees, shall be set forth in the attached Statement of Work (Exhibit "A") and Exhibit "B." Amended Fees, set forth and incorporated herein by reference for all purposes. The one-time set up fee for the addition of the Text Messaging Module, as well as the entire amount of the one-year payment option will be invoiced upon signing of Supplemental Agreement No. 1.

Ongoing charges (as applicable) will be invoiced to City on a monthly basis. All invoices are due net-30 days from the date of the invoice.

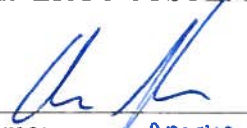
4.2 Not -to-Exceed Amount. City shall be authorized to pay SES an amount not to exceed ~~Two Hundred Five Thousand and No/100 Dollars (\$205,000.00)~~ **Two Hundred Eighty-Four Thousand and No/100 Dollars (\$284,000.00)** for the term of this Agreement.

**IN WITNESS WHEREOF**, the City and SES have executed this Supplemental Agreement No. 1 to be effective as of the last date of due execution by both parties.

**CITY OF ROUND ROCK, TEXAS**

**SMART ENERGY SYSTEMS, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

By:  \_\_\_\_\_  
Printed Name: Aman singha  
Title: Director of operations  
Date Signed: 1/4/18

**ATTEST:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

**FOR CITY, APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

## Exhibit "A"



### Change Order

Change Request Title	City of Round Rock SCM		
Project Name	City of Round Rock SMS Capabilities		
Change Request ID #	CR # 001	Date of Request	11/16/2017
Project Details			

Change Order Overview	
<b>Description:</b> Pursuant to the terms of the Professional Service Agreement entered between Smart Energy Systems, LLC ("SES") and City of Round Rock ("Client"), the Client wishes to engage SEW to deliver and integrate SMS services into Client's SCM solution.	
Type of Change	Recommended Solution
<input type="checkbox"/> Additional Modules <input checked="" type="checkbox"/> Additional Features <input type="checkbox"/> Customization <input type="checkbox"/> Additional Licenses <input type="checkbox"/> System Integration	SCM to serve as the interface for Client's customers to opt in to receive text messages based on their notification preference. SEW will acquire a short code on behalf of Client which will be used to send SMS messages to enrolled customers of Client's SCM solution.
Technical Documentation/Impact Assessment	
	<p><b>Solution:</b> SEW to acquire either a generic or vanity short code from an SEW short code partner and integrate it with the SEW platform.</p> <p>When a notification is triggered by either the SEW platform or Client's CIS, the SCM application will verify which customers have the Text Notification preferences set to 'Y' and platform will send the SMS message to the subscriber(s) by invoking a series of API's that have been integrated with the short code partner.</p> <p><b>Impact:</b> SMS notifications will be sent out to Client's eligible customers base on the triggered event coming from either the SEW system or Client, CIS. The trigger function will be dependent on the timeliness, accuracy, and completeness of the data provided by both Client, CIS platform and the information (PTN) provided by Client's customer when agreeing to receive text messages</p>
Priority to Implement	<input type="checkbox"/> Critical: <input checked="" type="checkbox"/> High: <input type="checkbox"/> Normal: <input type="checkbox"/> Low:

Project Impacts/ Scope	
Scope	<p>SEW will implement the software changes for the required functionality per the recommended solution stated above. Specifically, this will include:</p> <ol style="list-style-type: none"> <li>1- SEW will acquire a short code to be used on behalf of Client to allow text messaging capabilities to Client's customers that are registered users of Client's SCM solution.</li> <li>2- Enable Client's SCM solution to allow Client's customers to opt in to receive text messages and provide a valid phone number. Client's customer can provide either one phone number for each notification type or different phone numbers per notification type.</li> <li>3- Give Client's customers the ability to designate a time each day when they do not wish to receive text messages. Client's customers will have the ability to set their own</li> </ol>



'Quiet Hours' within the My Account module.

One-time set-up fee: **\$4500.00**

Please select the type of code and payment option from the table below:

SMS Service Fees (On-going)	Pricing
Short Code Fees:	
<input type="checkbox"/> Option 1: Random Code	\$1,100 per month
<input checked="" type="checkbox"/> (Discounted \$1,700 if paid for the year)	\$11,500 per year
Vanity Short Code:	
<input type="checkbox"/> Option 2: Vanity Code	\$1,600 per month
<input type="checkbox"/> (Discounted \$2,450 if paid for the year)	\$16,750 per year
One-time Setup Fee	\$4,500
Short Code Text Messages (in-bound)	\$0.003 per message
Short Code Text Messages (out-bound)	\$0.008 per message
* 8-12 weeks for carrier approval	
** Short code fees start at the beginning of the approval process	

Cost

The one-time setup fee, as well as the entire amount of any selected one-year payment options (as applicable) will be invoiced upon signing. Ongoing charges (as applicable) will be invoiced to Client on a monthly basis. All invoices are due net-30 days from the date of invoice.

Accepted By: **City of Round Rock**

Signature:

Date:

Accepted By: **Smart Energy Systems, LLC**

Signature:

Date:

EXHIBIT "B  
AMENDED FEES

Smart Energy Systems  
Contract R20174795 (Contract Term 5 years)  
Utility & Customer Engagement Software  
Change Order #1 - Pricing Summary

Item #	Description	Frequency	Unit Cost	Extended Estimated Cost (5 years)
1	One-Time Set-up Fee	One-Time	\$ 4,500.00	\$ 4,500.00
2	Short Code Fee	Yearly	\$ 11,500.00	\$ 57,500.00
3	Short Code Text Message *			
	* In Bound \$.003	Monthly Estimate	\$283.33	\$ 17,000.00
	* Out Bound \$.008			
	<b>Total Change Order</b>			<b>\$ 79,000.00</b>

\* Assumes a 30% adoption rate.





# City of Round Rock

## Agenda Item Summary

**Agenda Number: F.7**

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**Title:** Consider a resolution authorizing the City Manager to issue a Purchase Order to Austin Business Furniture for furniture for the Public Safety Training Center.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

**Dept Director:** Chad McDowell, General Services Director

**Cost:** \$393,998.72

**Indexes:** 2014 General Obligation Bonds; General Self-Financed Construction

**Attachments:** Resolution, Award, Form 1295

**Department:** General Services Department

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### **Text of Legislative File 2018-5093**

Recommendation for a contract award with Austin Business Furniture for office furniture for the Round Rock Public Safety Training Center. Based on the National IPA (TCPN) cooperative, competitively solicited and awarded Contract #R142201. The original training center budget for FF&E was \$600,000, staff has done an excellent job working with the vendor to get that budget as low as possible.

**Cost: \$393,998.72**

**Source of Funds: 2014 General Obligation Bonds and General Self-Financed Construction**



**RESOLUTION NO. R-2018-5093**

**WHEREAS**, the City of Round Rock (“City”) desires to purchase furniture for the Public Safety Training Center; and

**WHEREAS**, the City is a member of The Cooperative Purchasing Network (“TCPN”); and

**WHEREAS**, Austin Business Furniture is an approved vendor of the TCPN; and

**WHEREAS**, the City wishes to issue a purchase order to Austin Business Furniture, Now  
Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to Austin Business Furniture to purchase furniture for the Public Safety Training Center.

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 25th day of January, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk



### Award Recommendation

To: E.E. (Ric) Bowden, CPPB, CTCM  
Contract Management  
City of Round Rock

Date: 12/12/2017

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Recommendation for a City of Round Rock contract award with Austin Business Furniture for this amount, \$393,998.72 for office furniture for the Round Rock Public Safety Training Center requested by Richard Will, Building Construction Manager, General Services Division.

Based on the following:  
National IPA (TCPN) cooperative, competitively solicited and awarded Contract #R142201.

**Recommended Vendor:**


"Allsteel" - authorized distributor "AFMA dba Austin Business Furniture"

Reviewed By

  
Signed Name: \_\_\_\_\_

Printed Name: Yvonne Hopkins  
Purchaser

12/12/17  
Date: \_\_\_\_\_

  
Purchasing Manager Review \_\_\_\_\_

Printed Name: Teresa Reddy  
Purchasing Manager, Finance

Date: 12/12/17



TCPN Contract# R142201



Wednesday, October 11, 2017

**ROUND ROCK  
SAFETY CENTER**

**Total Sell Price: \$393,998.72**



**Customer Signature:** \_\_\_\_\_

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# ROUND ROCK SAFETY CENTER

1 of 43

Item	Mfg	Part Numb	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
1	ALS	Z05024WR	Raceway Panel Frame w/o Top Trim 50H x 24W	WS.01	1119 WORK STATIONS	8	\$ 79.17	\$ 633.36
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
2	ALS	Z44524T	45Hx24W Tackable Acoustic Non-Ported Tile	WS.01	1119 WORK STATIONS	16	\$ 48.72	\$ 779.52
✓		\$(A) .EXG 903	GRD A FAB FAB: Exchange CLR: Rupee					
3	ALS	Z05024WR	Raceway Panel Frame w/o Top Trim 50H x 24W	WS.01	1114 WORK STATIONS	2	\$ 79.17	\$ 158.34
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
4	ALS	Z44524T	45Hx24W Tackable Acoustic Non-Ported Tile	WS.01	1114 WORK STATIONS	6	\$ 48.72	\$ 292.32
✓		\$(A) .EXG 903	GRD A FAB FAB: Exchange CLR: Rupee					
5	ALS	Z05024WR	Raceway Panel Frame w/o Top Trim 50H x 24W	WS.01	1103 WORK STATIONS	4	\$ 79.17	\$ 316.68
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
6	ALS	Z44524T	45Hx24W Tackable Acoustic Non-Ported Tile	WS.01	1103 WORK STATIONS	8	\$ 48.72	\$ 389.76
✓		\$(A) .EXG 903	GRD A FAB FAB: Exchange CLR: Rupee					
7	ALS	Z05036WR	Raceway Panel Frame w/o Top Trim 50H x 36W	WS.01	1119 WORK STATIONS	16	\$ 89.03	\$ 1,424.48
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
8	ALS	Z44536T	45Hx36W Tackable Acoustic Non-Ported Tile	WS.01	1119 WORK STATIONS	44	\$ 56.55	\$ 2,488.20
✓		\$(A) .EXG 903	GRD A FAB FAB: Exchange CLR: Rupee					
9	ALS	Z05036WR	Raceway Panel Frame w/o Top Trim 50H x 36W	WS.01	1114 WORK STATIONS	4	\$ 89.03	\$ 356.12
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
10	ALS	Z44536T	45Hx36W Tackable Acoustic Non-Ported Tile	WS.01	1114 WORK STATIONS	8	\$ 56.55	\$ 452.40
✓		\$(A) .EXG 903	GRD A FAB FAB: Exchange CLR: Rupee					
11	ALS	Z05036WR	Raceway Panel Frame w/o Top Trim 50H x 36W	WS.01	1103 WORK STATIONS	8	\$ 89.03	\$ 712.24
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					



# ROUND ROCK SAFETY CENTER

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Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
12	ALS	Z44536T	45Hx36W Tackable Acoustic Non-Ported Tile	WS 01	1103 WORK STATIONS	24	\$ 56.55	\$ 1,357.20
✓		\$(A) .EXG 903	GRD A FAB FAB: Exchange CLR: Rupee					
13	ALS	8988EBZ	Elect Mtg Brkt for Bltline w/o Seg Horztl-12Pk	WS.01	1119 WORK STATIONS	1	\$ 17.98	\$ 17.98
✓		.P	CLR: Black					
14	ALS	8988EBZ	Elect Mtg Brkt for Bltline w/o Seg Horztl-12Pk	WS.01	1114 WORK STATIONS	1	\$ 17.98	\$ 17.98
✓		.P	CLR: Black					
15	ALS	8988EBZ	Elect Mtg Brkt for Bltline w/o Seg Horztl-12Pk	WS.01	1103 WORK STATIONS	1	\$ 17.98	\$ 17.98
✓		.P	CLR: Black					
16	ALS	A871024	Pass-Thru Cable w/o Power Block 24W	WS.01	1119 WORK STATIONS	4	\$ 35.96	\$ 143.84
✓		.P	CLR: Black					
17	ALS	A871024	Pass-Thru Cable w/o Power Block 24W	WS.01	1114 WORK STATIONS	2	\$ 35.96	\$ 71.92
✓		.P	CLR: Black					
18	ALS	A871136	Pass-Thru Harness w/Power Block 36W	WS.01	1103 WORK STATIONS	4	\$ 39.73	\$ 158.92
✓		P	CLR: Black					
19	ALS	A871136	Pass-Thru Harness w/Power Block 36W	WS.01	1114 WORK STATIONS	2	\$ 39.73	\$ 79.46
✓		P	CLR: Black					
20	ALS	A871136	Pass-Thru Harness w/Power Block 36W	WS.01	1119 WORK STATIONS	8	\$ 39.73	\$ 317.84
✓		P	CLR: Black					
21	ALS	A871224	Power Harness 24W	WS.01	1119 WORK STATIONS	13	\$ 64.09	\$ 833.17
✓		.P	CLR: Black					
22	ALS	A871224	Power Harness 24W	WS.01	1114 WORK STATIONS	2	\$ 64.09	\$ 128.18
✓		.P	CLR: Black					
23	ALS	A871224	Power Harness 24W	WS.01	1103 WORK STATIONS	10	\$ 64.09	\$ 640.90
✓		.P	CLR: Black					
24	ALS	A871236	Power Harness 36W	WS.01	1119 WORK STATIONS	8	\$ 64.09	\$ 512.72
✓		.P	CLR: Black					
25	ALS	A871236	Power Harness 36W	WS.01	1114 WORK STATIONS	2	\$ 64.09	\$ 128.18
✓		.P	CLR: Black					
26	ALS	A871236	Power Harness 36W	WS.01	1103 WORK STATIONS	4	\$ 64.09	\$ 256.36
✓		.P	CLR: Black					
27	ALS	A871336	Vertical Jumper-up 39" vertical jump	WS 01	1119 WORK STATIONS	10	\$ 33.06	\$ 330.60
✓		.P	CLR: Black					

# ROUND ROCK SAFETY CENTER

3 of 43

Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
28	ALS	A871336	Vertical Jumper-up 39" vertical jump	WS.01	1114 WORK STATIONS	2	\$ 33.06	\$ 66.12
✓		P	CLR: Black					
29	ALS	A871336	Vertical Jumper-up 39" vertical jump	WS.01	1103 WORK STATIONS	6	\$ 33.06	\$ 198.36
✓		P	CLR: Black					
30	ALS	A877072	Base Elec In-Feed 6' Sealtight Cable (3+1 2+2)	WS.01	1119 WORK STATIONS	3	\$ 74.82	\$ 224.46
✓		P	CLR: Black					
31	ALS	A877072	Base Elec In-Feed 6' Sealtight Cable (3+1 2+2)		1114 WORK STATIONS	1	\$ 74.82	\$ 74.82
✓		P	CLR: Black					
32	ALS	A877072	Base Elec In-Feed 6' Sealtight Cable (3+1 2+2)	WS.01	1103 WORK STATIONS	2	\$ 74.82	\$ 149.64
✓		P	CLR: Black					
33	ALS	A877501	4-Circuit Duplex Receptacle Circuit 1	WS.01	1119 WORK STATIONS	12	\$ 12.18	\$ 146.16
✓		EV	CLR: Loft					
34	ALS	A877501	4-Circuit Duplex Receptacle Circuit 1	WS.01	1114 WORK STATIONS	1	\$ 12.18	\$ 12.18
✓		EV	CLR: Loft					
35	ALS	A877501	4-Circuit Duplex Receptacle Circuit 1	WS.01	1103 WORK STATIONS	8	\$ 12.18	\$ 97.44
✓		EV	CLR: Loft					
36	ALS	A877502	4-Circuit Duplex Receptacle Circuit 2	WS.01	1119 WORK STATIONS	8	\$ 12.18	\$ 97.44
✓		EV	CLR: Loft					
37	ALS	A877502	4-Circuit Duplex Receptacle Circuit 2	WS.01	1114 WORK STATIONS	1	\$ 12.18	\$ 12.18
✓		EV	CLR: Loft					
38	ALS	A877502	4-Circuit Duplex Receptacle Circuit 2	WS.01	1103 WORK STATIONS	6	\$ 12.18	\$ 73.08
✓		EV	CLR: Loft					
39	ALS	A877503	4-Circuit Duplex Receptacle Circuit 3	WS.01	1119 WORK STATIONS	4	\$ 12.18	\$ 48.72
✓		EV	CLR: Loft					
40	ALS	A877503	4-Circuit Duplex Receptacle Circuit 3	WS.01	1114 WORK STATIONS	2	\$ 12.18	\$ 24.36
✓		EV	CLR: Loft					
41	ALS	A877503	4-Circuit Duplex Receptacle Circuit 3	WS.01	1103 WORK STATIONS	6	\$ 12.18	\$ 73.08
✓		EV	CLR: Loft					
42	ALS	A877504	4-Circuit Duplex Receptacle Circuit 4	WS.01	1119 WORK STATIONS	24	\$ 12.18	\$ 292.32
✓		EV	CLR: Loft					
43	ALS	A877504	4-Circuit Duplex Receptacle Circuit 4	WS.01	1114 WORK STATIONS	4	\$ 12.18	\$ 48.72
✓		EV	CLR: Loft					
44	ALS	A877504	4-Circuit Duplex Receptacle Circuit 4	WS.01	1103 WORK STATIONS	12	\$ 12.18	\$ 146.16
✓		EV	CLR: Loft					

# ROUND ROCK SAFETY CENTER

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Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
45	ALS	EAFS	Folder Holder	WS.01	1103 WORK STATIONS	4	\$ 26.97	\$ 107.88
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
46	ALS	EAPT	Mail Box	WS.01	1119 WORK STATIONS	24	\$ 26.39	\$ 633.36
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
47	ALS	EAPT	Mail Box	WS.01	1114 WORK STATIONS	4	\$ 26.39	\$ 105.56
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
48	ALS	EAPT	Mail Box	WS.01	1103 WORK STATIONS	14	\$ 26.39	\$ 369.46
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
49	ALS	Z03524WF	Footed Panel Frame w/o Top Trim 35H x 24W	WS.01	1119 WORK STATIONS	12	\$ 80.62	\$ 967.44
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
50	ALS	Z43024T	30Hx24W Tackable Acoustic Non-Ported Tile	WS.01	1119 WORK STATIONS	12	\$ 35.67	\$ 428.04
✓		\$(A) .EXG 903	GRD A FAB FAB: Exchange CLR: Rupee					
51	ALS	Z43024HS	30Hx24W Laminate Tile	WS.01	1119 WORK STATIONS	18	\$ 116.00	\$ 2,088.00
✓		\$(L2WDG... .LSW1 .SW	L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg: Skyline Walnut					
52	ALS	Z03524WF	Footed Panel Frame w/o Top Trim 35H x 24W	WS.01	1114 WORK STATIONS	2	\$ 80.62	\$ 161.24
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
53	ALS	Z43024T	30Hx24W Tackable Acoustic Non-Ported Tile	WS.01	1114 WORK STATIONS	4	\$ 35.67	\$ 142.68
✓		\$(A) .EXG 903	GRD A FAB FAB: Exchange CLR: Rupee					
54	ALS	Z43024HS	30Hx24W Laminate Tile	WS.01	1114 WORK STATIONS	2	\$ 116.00	\$ 232.00
✓		\$(L2WDG... .LSW1 .SW	L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg: Skyline Walnut					
55	ALS	Z03524WF	Footed Panel Frame w/o Top Trim 35H x 24W	WS.01	1103 WORK STATIONS	6	\$ 80.62	\$ 483.72
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					

# ROUND ROCK SAFETY CENTER

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Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
56	ALS	Z43024T	30Hx24W Tackable Acoustic Non-Ported Tile	WS.01	1103 WORK STATIONS	6	\$ 35.67	\$ 214.02
✓		\$(A) .EXG 903	GRD A FAB FAB: Exchange CLR: Rupee					
57	ALS	Z43024HS	30Hx24W Laminate Tile	WS.01	1103 WORK STATIONS	10	\$ 116.00	\$ 1,160.00
✓		\$(L2WDG... .LSW1 .SW	L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg: Skyline Walnut					
58	ALS	Z03536WF	Footed Panel Frame w/o Top Trim 35H x 36W	WS.01	1103 WORK STATIONS	1	\$ 90.77	\$ 90.77
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
59	ALS	Z43036T	30Hx36W Tackable Acoustic Non-Ported Tile	WS.01	1103 WORK STATIONS	9	\$ 41.18	\$ 370.62
✓		\$(A) .EXG 903	GRD A FAB FAB: Exchange CLR: Rupee					
60	ALS	Z43036HS	30Hx36W Laminate Tile	WS.01	1103 WORK STATIONS	9	\$ 133.40	\$ 1,200.60
✓		\$(L2WDG... .LSW1 .SW	L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg: Skyline Walnut					
61	ALS	Z05036WF	Footed Panel Frame w/o Top Trim 50H x 36W	WS.02	1104 TESTING	10	\$ 97.44	\$ 974.40
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
62	ALS	Z44536T	45Hx36W Tackable Acoustic Non-Ported Tile	WS.02	1104 TESTING	20	\$ 56.55	\$ 1,131.00
✓		\$(A) .EXG 903	GRD A FAB FAB: Exchange CLR: Rupee					
63	ALS	Z05036WF	Footed Panel Frame w/o Top Trim 50H x 36W	WS.01	1119 WORK STATIONS	18	\$ 97.44	\$ 1,753.92
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
64	ALS	Z05036WF	Footed Panel Frame w/o Top Trim 50H x 36W	WS.01	1103 WORK STATIONS	12	\$ 97.44	\$ 1,169.28
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
65	ALS	Z43036HS	30Hx36W Laminate Tile	WS.01	1119 WORK STATIONS	12	\$ 133.40	\$ 1,600.80
✓		\$(L2WDG... .LSW1 .SW	L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg: Skyline Walnut					
66	ALS	Z41536HS	15Hx36W Laminate Tile	WS.01	1119 WORK STATIONS	12	\$ 88.74	\$ 1,064.88
✓		\$(L2WDG... .LSW1 .SW	L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg: Skyline Walnut					

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Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
67	ALS	Z236SK	Segment Kit 36W	WS.01	1119 WORK STATIONS	15	\$ 14.79	\$ 221.85
✓		P	CLR: Black					
68	ALS	Z41536HS	15Hx36W Laminate Tile	WS.01	1103 WORK STATIONS	8	\$ 88.74	\$ 709.92
✓		\$(L2WDG... .LSW1 .SW	L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg: Skyline Walnut					
69	ALS	Z236SK	Segment Kit 36W	WS.01	1103 WORK STATIONS	10	\$ 14.79	\$ 147.90
✓		.P	CLR: Black					
70	ALS	Z05024WF	Footed Panel Frame w/o Top Trim 50H x 24W	WS.01	1119 WORK STATIONS	9	\$ 87.00	\$ 783.00
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
71	ALS	Z44524E	45Hx24W Tackable Acoustic Ported Base Tile	WS.01	1119 WORK STATIONS	12	\$ 68.15	\$ 817.80
✓		\$(A) .EXG 903 .EV	GRD A FAB FAB: Exchange CLR: Rupee CLR: Loft					
72	ALS	Z05024WF	Footed Panel Frame w/o Top Trim 50H x 24W	WS.01	1103 WORK STATIONS	6	\$ 87.00	\$ 522.00
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
73	ALS	Z44524E	45Hx24W Tackable Acoustic Ported Base Tile	WS.01	1103 WORK STATIONS	8	\$ 68.15	\$ 545.20
✓		\$(A) .EXG 903 .EV	GRD A FAB FAB: Exchange CLR: Rupee CLR: Loft					
74	ALS	Z41524HS	15Hx24W Laminate Tile	WS.01	1119 WORK STATIONS	6	\$ 76.56	\$ 459.36
✓		\$(L2WDG... .LSW1 .SW	L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg: Skyline Walnut					
75	ALS	Z224SK	Segment Kit 24W	WS.01	1119 WORK STATIONS	6	\$ 13.34	\$ 80.04
✓		.P	CLR: Black					
76	ALS	Z41524HS	15Hx24W Laminate Tile	WS.01	1103 WORK STATIONS	4	\$ 76.56	\$ 306.24
✓		\$(L2WDG... .LSW1 .SW	L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg: Skyline Walnut					
77	ALS	Z224SK	Segment Kit 24W	WS.01	1103 WORK STATIONS	4	\$ 13.34	\$ 53.36
✓		.P	CLR: Black					
78	ALS	Z43036T	30Hx36W Tackable Acoustic Non-Ported Tile	WS.01	1119 WORK STATIONS	12	\$ 41.18	\$ 494.16
✓		\$(A) .EXG 903	GRD A FAB FAB: Exchange CLR: Rupee					

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Item	Mfg	Part Numb	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
79	ALS	Z41536SW	15Hx36W Tool Tile	WS.01	1119 WORK STATIONS	12	\$ 91.35	\$ 1,096.20
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
80	ALS	Z41536SW	15Hx36W Tool Tile	WS.01	1103 WORK STATIONS	8	\$ 91.35	\$ 730.80
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
81	ALS	Z05024WF	Footed Panel Frame w/o Top Trim 50H x 24W	WS.01	1114 WORK STATIONS	2	\$ 87.00	\$ 174.00
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
82	ALS	Z41524SW	15Hx24W Tool Tile	WS.01	1114 WORK STATIONS	2	\$ 79.46	\$ 158.92
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
83	ALS	Z224SK	Segment Kit 24W	WS.01	1114 WORK STATIONS	2	\$ 13.34	\$ 26.68
✓		.P	CLR: Black					
84	ALS	Z05048WF	Footed Panel Frame w/o Top Trim 50H x 48W	WS.01	1114 WORK STATIONS	2	\$ 109.04	\$ 218.08
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
85	ALS	Z43048T	30Hx48W Tackable Acoustic Non-Ported Tile	WS.01	1114 WORK STATIONS	2	\$ 47.85	\$ 95.70
✓		\$(A) EXG 903	GRD A FAB FAB: Exchange CLR: Rupee					
86	ALS	Z41548SW	15Hx48W Tool Tile	WS.01	1114 WORK STATIONS	2	\$ 100.92	\$ 201.84
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
87	ALS	Z44548T	45Hx48W Tackable Acoustic Non-Ported Tile	WS.01	1114 WORK STATIONS	2	\$ 65.83	\$ 131.66
✓		\$(A) EXG 903	GRD A FAB FAB: Exchange CLR: Rupee					
88	ALS	Z248SK	Segment Kit 48W	WS.01	1114 WORK STATIONS	2	\$ 16.24	\$ 32.48
✓		.P	CLR: Black					
89	ALS	Z315PVH	15H E-Variable Height Trim	WS.01	1119 WORK STATIONS	6	\$ 21.46	\$ 128.76
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
90	ALS	Z315PVH	15H E-Variable Height Trim	WS.01	1114 WORK STATIONS	1	\$ 21.46	\$ 21.46
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
91	ALS	Z315PVH	15H E-Variable Height Trim	WS.01	1103 WORK STATIONS	4	\$ 21.46	\$ 85.84
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					

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Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
92	ALS	Z324PT	Flat Top Trim 24W	WS.01	1119 WORK STATIONS	6	\$ 16.82	\$ 100.92
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
93	ALS	Z324PT	Flat Top Trim 24W	WS.01	1114 WORK STATIONS	2	\$ 16.82	\$ 33.64
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
94	ALS	Z324PT	Flat Top Trim 24W	WS.01	1103 WORK STATIONS	4	\$ 16.82	\$ 67.28
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
95	ALS	Z335LL	35H L-90 Light Block Kit with 'L' Top Cap	WS.01	1119 WORK STATIONS	6	\$ 17.40	\$ 104.40
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
96	ALS	Z335LL	35H L-90 Light Block Kit with 'L' Top Cap	WS.01	1114 WORK STATIONS	2	\$ 17.40	\$ 34.80
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
97	ALS	Z335LL	35H L-90 Light Block Kit with 'L' Top Cap	WS.01	1103 WORK STATIONS	4	\$ 17.40	\$ 69.60
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
98	ALS	Z335PEF	35H E-End Trim for Use on Footed Panel	WS.01	1119 WORK STATIONS	12	\$ 25.81	\$ 309.72
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
99	ALS	Z335PEF	35H E-End Trim for Use on Footed Panel	WS.01	1114 WORK STATIONS	2	\$ 25.81	\$ 51.62
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
100	ALS	Z335PEF	35H E-End Trim for Use on Footed Panel	WS.01	1103 WORK STATIONS	7	\$ 25.81	\$ 180.67
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
101	ALS	Z335PF	35H Filler Trim	WS.01	1119 WORK STATIONS	3	\$ 25.81	\$ 77.43
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
102	ALS	Z335PF	35H Filler Trim	WS.01	1103 WORK STATIONS	1	\$ 25.81	\$ 25.81
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
103	ALS	Z335PL	35H L-90 Degree Trim	WS.01	1119 WORK STATIONS	6	\$ 29.29	\$ 175.74
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
104	ALS	Z335PL	35H L-90 Degree Trim	WS.01	1114 WORK STATIONS	2	\$ 29.29	\$ 58.58
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					

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Item	Mfg	Part Numb	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
105	ALS	Z335PL	35H L-90 Degree Trim	WS.01	1103 WORK STATIONS	5	\$ 29.29	\$ 146.45
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
106	ALS	Z335TL	35H 3-Way Light Block Kit with 'L' Top Cap	WS.01	1103 WORK STATIONS	1	\$ 18.85	\$ 18.85
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
107	ALS	Z335TT	35H 3-Way Light Block Kit with 'T' Top Cap	WS.01	1119 WORK STATIONS	3	\$ 18.85	\$ 56.55
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
108	ALS	Z335TT	35H 3-Way Light Block Kit with 'T' Top Cap	WS.01	1103 WORK STATIONS	1	\$ 18.85	\$ 18.85
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
109	ALS	Z336PT	Flat Top Trim 36W	WS.02	1104 TESTING	10	\$ 19.43	\$ 194.30
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
110	ALS	Z336PT	Flat Top Trim 36W	WS.01	1103 WORK STATIONS	1	\$ 19.43	\$ 19.43
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
111	ALS	Z350LL	50H L-90 Light Block Kit with 'L' Top Cap	WS.01	1119 WORK STATIONS	2	\$ 18.85	\$ 37.70
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
112	ALS	Z350LL	50H L-90 Light Block Kit with 'L' Top Cap	WS.01	1114 WORK STATIONS	2	\$ 18.85	\$ 37.70
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
113	ALS	Z350PE	50H E-End Trim	WS.02	1104 TESTING	10	\$ 28.42	\$ 284.20
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
114	ALS	Z350PF	50H Filler Trim	WS.01	1119 WORK STATIONS	3	\$ 28.42	\$ 85.26
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
115	ALS	Z350PF	50H Filler Trim	WS.01	1103 WORK STATIONS	2	\$ 28.42	\$ 56.84
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
116	ALS	Z350PL	50H L-90 Degree Trim	WS.01	1119 WORK STATIONS	2	\$ 32.77	\$ 65.54
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
117	ALS	Z350PW	50H Wall Mount	WS.02	1104 TESTING	10	\$ 44.95	\$ 449.50
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					



Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
118	ALS	Z350TT	50H 3-Way Light Block Kit with 'T' Top Cap	WS.01	1119 WORK STATIONS	3	\$ 20.88	\$ 62.64
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
119	ALS	Z350TT	50H 3-Way Light Block Kit with 'T' Top Cap	WS.01	1103 WORK STATIONS	2	\$ 20.88	\$ 41.76
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
120	ALS	Z350XX	50H 4-Way Light Block Kit with 'X' Top Cap	WS.01	1119 WORK STATIONS	1	\$ 22.62	\$ 22.62
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
121	ALS	Z350XX	50H 4-Way Light Block Kit with 'X' Top Cap	WS.01	1103 WORK STATIONS	1	\$ 22.62	\$ 22.62
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
122	ALS	Z351PT	Connector Span Trim 51W 24+3+24	WS.01	1119 WORK STATIONS	3	\$ 36.25	\$ 108.75
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
123	ALS	Z351PT	Connector Span Trim 51W 24+3+24	WS.01	1103 WORK STATIONS	1	\$ 36.25	\$ 36.25
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
124	ALS	Z372PT	Extd Flat Top Trim 72W (72")-36 + 36	WS.01	1114 WORK STATIONS	2	\$ 37.12	\$ 74.24
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
125	ALS	Z396PT	Extd Flat Top Trim 96W (96")-48+48 or 36+60	WS.01	1103 WORK STATIONS	10	\$ 43.50	\$ 435.00
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
126	ALS	Z396PT	Extd Flat Top Trim 96W (96")-48+48 or 36+60	WS.01	1119 WORK STATIONS	17	\$ 43.50	\$ 739.50
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
127	ALS	Z396PT	Extd Flat Top Trim 96W (96")-48+48 or 36+60	WS.01	1114 WORK STATIONS	2	\$ 43.50	\$ 87.00
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
128	ALS	Z3UCON2	2 Universal Connector Blocks (15H to 35H)	WS.01	1119 WORK STATIONS	9	\$ 13.34	\$ 120.06
h✓								
129	ALS	Z3UCON2	2 Universal Connector Blocks (15H to 35H)	WS.01	1114 WORK STATIONS	2	\$ 13.34	\$ 26.68
h✓								
130	ALS	Z3UCON2	2 Universal Connector Blocks (15H to 35H)	WS.01	1103 WORK STATIONS	6	\$ 13.34	\$ 80.04
h✓								
131	ALS	Z3UCON3	3 Universal Connector Blocks f(42-1/2H to 57-1/2H)	WS.01	1119 WORK STATIONS	6	\$ 20.01	\$ 120.06
h✓								
132	ALS	Z3UCON3	3 Universal Connector Blocks f(42-1/2H to 57-1/2H)	WS.01	1114 WORK STATIONS	2	\$ 20.01	\$ 40.02
h✓								
133	ALS	Z3UCON3	3 Universal Connector Blocks f(42-1/2H to 57-1/2H)	WS.01	1103 WORK STATIONS	3	\$ 20.01	\$ 60.03
h✓								

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Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
134	ALS	Z52472SDP	Desking W/S 24Dx72W Flat Eg Lam w/Grommets	D.01	1101 OFFICE	1	\$ 167.91	\$ 167.91
✓		\$(L2WDG... .LSW1 .SW .P	L2 Woodgrain Lam Opts Lam: Skyline Walnut Skyline Walnut Plastic Grommet					
135	ALS	Z53072SDP	Desking W/S 30Dx72W Flat Eg Lam w/Grommets	D.01	1101 OFFICE	1	\$ 188.21	\$ 188.21
✓		\$(L2WDG... .LSW1 .SW .P	L2 Woodgrain Lam Opts Lam: Skyline Walnut Skyline Walnut Plastic Grommet					
136	ALS	ZD62429FEN	StrdeFrestdg 24x29-1/2EndPnl Lg Fl/Sq Eg	D.01	1101 OFFICE	1	\$ 174.87	\$ 174.87
✓		\$(P1) .M16 \$(P2) .PR2	P1 Paint Opts CLR: Flint P2 Paint Opts CLR: Platinum Metallic					
137	ALS	ZD63029FEN	StrdeFrestdg 30x29-1/2EndPnl Lg Fl/Sq Eg	D.01	1101 OFFICE	1	\$ 186.76	\$ 186.76
✓		\$(P1) .M16 \$(P2) .PR2	P1 Paint Opts CLR: Flint P2 Paint Opts CLR: Platinum Metallic					
138	ALS	K2T241518MBF	24Hx15.6Wx18D Mobile B/F Ped	WS.01	1119 WORK STATIONS	12	\$ 361.05	\$ 4,332.60
✓		.SP PR6 .X \$(L2WDG... .LSW1 SW \$(L2WDG... .LSW1 SW .OMT	Square Pull Clr: Silver Standard Wood L2 Woodgrain Lam Opts Skyline Walnut Lam: Skyline Walnut L2 Woodgrain Lam Opts Skyline Walnut Lam: Skyline Walnut omt Core to Ord key Alike					
139	ALS	K2T241518MBF	24Hx15.6Wx18D Mobile B/F Ped	WS.01	1114 WORK STATIONS	2	\$ 361.05	\$ 722.10
✓		.SP PR6 .X \$(L2WDG... .LSW1 SW \$(L2WDG... .LSW1 SW .OMT	Square Pull Clr: Silver Standard Wood L2 Woodgrain Lam Opts Skyline Walnut Lam: Skyline Walnut L2 Woodgrain Lam Opts Skyline Walnut Lam: Skyline Walnut omt Core to Ord key Alike					

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Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
140	ALS	K2T241518 MBF	24Hx15.6Wx18D Mobile B/F Ped	WS.01	1103 WORK STATIONS	7	\$ 361.05	\$ 2,527.35
✓		.SP	Square Pull					
		PR6	Clr: Silver					
		.X	Standard Wood					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		.OMT	omt Core to Ord key Alike					
141	ALS	K2T281530 BBF	28Hx15.6Wx30D B/B/F Ped	D.01	1101 OFFICE	1	\$ 593.63	\$ 593.63
✓		.ZF	Stride Foot Opt					
		PR6	Silver					
		.SP	Square Pull					
		PR6	Clr: Silver					
		.X	Standard Wood					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		.OMT	omt Core to Ord key Alike					
142	ALS	K2T282424 BBF	28Hx24Wx24D B/B/Lat	D.01	1101 OFFICE	1	\$ 546.65	\$ 546.65
✓		.ZF	Stride Foot Opt					
		PR6	Silver					
		.SP	Square Pull					
		PR6	Clr: Silver					
		.X	Standard Wood					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		.OMT	omt Core to Ord key Alike					

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Item	Mfg	Part Numb	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
143	ALS	K2T423618 FFF	42Hx36Wx18D Lateral	WS.01	1103 WORK STATIONS	2	\$ 864.78	\$ 1,729.56
		ZF	Stride Foot Opt					
		PR6	Silver					
		.SP	Square Pull					
		PR6	Clr: Silver					
		.X	Standard Wood					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
✓		.OMT	omt Core to Ord key Alike					
144	ALS	K2TST5024 24LFF	50Hx24Wx24D LH Wrdrb F/F Side Access Twr	WS.01	1119 WORK STATIONS	6	\$ 842.74	\$ 5,056.44
		ZF	Stride Foot Opt					
		PR6	Silver					
		.SP	Square Pull					
		PR6	Clr: Silver					
		\$(P2)	P2 Paint Opts					
		.PR2	CLR: Platinum Metallic					
		.X	Standard Wood					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
✓		.OMT	omt 2 Core To Ord key Alike					
145	ALS	K2TST5024 24LFF	50Hx24Wx24D LH Wrdrb F/F Side Access Twr	WS.01	1114 WORK STATIONS	1	\$ 842.74	\$ 842.74
		ZF	Stride Foot Opt					
		PR6	Silver					
		.SP	Square Pull					
		PR6	Clr: Silver					
		\$(P2)	P2 Paint Opts					
		.PR2	CLR: Platinum Metallic					
		.X	Standard Wood					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
✓		.OMT	omt 2 Core To Ord key Alike					

Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
146	ALS	K2TST5024 24LFF	50Hx24Wx24D LH Wrdrb F/F Side Access Twr	WS.01	1103 WORK STATIONS	3	\$ 842.74	\$ 2,528.22
		.ZF	Stride Foot Opt					
		PR6	Silver					
		.SP	Square Pull					
		PR6	Clr: Silver					
		\$(P2)	P2 Paint Opts					
		.PR2	CLR: Platinum Metallic					
		X	Standard Wood					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
✓		.OMT	omt 2 Core To Ord key Alike					
147	ALS	K2TST5024 24RFF	50Hx24Wx24D RH Wrdrb F/F Side Access Twr	WS.01	1119 WORK STATIONS	6	\$ 842.74	\$ 5,056.44
		.ZF	Stride Foot Opt					
		PR6	Silver					
		.SP	Square Pull					
		PR6	Clr: Silver					
		\$(P2)	P2 Paint Opts					
		.PR2	CLR: Platinum Metallic					
		X	Standard Wood					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
✓		.OMT	omt 2 Core To Ord key Alike					
148	ALS	K2TST5024 24RFF	50Hx24Wx24D RH Wrdrb F/F Side Access Twr	WS.01	1114 WORK STATIONS	1	\$ 842.74	\$ 842.74
		.ZF	Stride Foot Opt					
		PR6	Silver					
		.SP	Square Pull					
		PR6	Clr: Silver					
		\$(P2)	P2 Paint Opts					
		.PR2	CLR: Platinum Metallic					
		X	Standard Wood					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
✓		.OMT	omt 2 Core To Ord key Alike					

# ROUND ROCK SAFETY CENTER

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Item	Mfg	Part Numb	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
149	ALS	K2TST5024 24RFF	50Hx24Wx24D RH Wrdrb F/F Side Access Twr	WS.01	1103 WORK STATIONS	4	\$ 842.74	\$ 3,370.96
✓		.ZF	Stride Foot Opt					
		PR6	Silver					
		.SP	Square Pull					
		PR6	Clr: Silver					
		\$(P2)	P2 Paint Opts					
		.PR2	CLR: Platinum Metallic					
		.X	Standard Wood					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		.OMT	omt 2 Core To Ord key Alike					
150	ALS	K5CT1815S C	18Dx15.6W Credenza Cushion	WS.01	1103 WORK STATIONS	7	\$ 72.21	\$ 505.47
✓		\$(3)	GRD 3 UPH					
		.ISN	FAB: In Season					
		013	Clr: Shale					
151	ALS	K5CT1815S C	18Dx15.6W Credenza Cushion	WS.01	1119 WORK STATIONS	12	\$ 72.21	\$ 866.52
✓		\$(3)	GRD 3 UPH					
		.ISN	FAB: In Season					
		013	Clr: Shale					
152	ALS	K5CT1815S C	18Dx15.6W Credenza Cushion	WS.01	1114 WORK STATIONS	2	\$ 72.21	\$ 144.42
✓		\$(3)	GRD 3 UPH					
		.ISN	FAB: In Season					
		013	Clr: Shale					
153	ALS	K5CT1836L	18Dx36W Lam Top for 28H Creds/Peds	WS.01	1103 WORK STATIONS	1	\$ 88.45	\$ 88.45
✓		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Lam: Skyline Walnut					
		.SW	Edg: Skyline Walnut					
154	ALS	K6DME114 8L	48W End Mounting Laminate Modesty	D.01	1101 OFFICE	1	\$ 156.31	\$ 156.31
✓		.X	Standard Wood					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		\$(P2)	P2 Paint Opts					
		.PR2	CLR: Platinum Metallic					
155	ALS	KLCB2815	15.6W Laminate Credenza Back	D.01	1101 OFFICE	1	\$ 30.45	\$ 30.45
✓		.X	Standard Wood					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					

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Item	Mfg	Part Numb	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
156	ALS	Z6LB	Strd L Tower Bracket	WS.01	1119 WORK STATIONS	12	\$ 16.80	\$ 201.60
✓		\$(P1) .P7B	P1 Paint Opts CLR: Loft					
157	ALS	Z6LB	Strd L Tower Bracket	WS.01	1103 WORK STATIONS	7	\$ 16.80	\$ 117.60
✓		\$(P1) .P7B	P1 Paint Opts CLR: Loft					
158	ALS	Z6LB	Strd L Tower Bracket	WS.01	1114 WORK STATIONS	2	\$ 16.80	\$ 33.60
✓		\$(P1) .P7B	P1 Paint Opts CLR: Loft					
159	ALS	CLSCNO	CL Series Sofa Channeled NO FC	L.05	1302 RECEPTION	2	\$ 2,401.66	\$ 4,803.32
✓		\$(P2) .PR6 .FSC \$(2) .WP 93	P2 Paint Grade CLR: Silver FSC Mixed Wood Grade 2 Uph Fab: Whisper Vinyl CLR: Mahogany					
160	ALS	CLCNO	CL Series Club Chair NO FC	L.02	1213 LOBBY LOUNGE	8	\$ 1,298.58	\$ 10,388.64
✓		\$(P2) .PR6 .FSC \$(2) .WP 93	P2 Paint Grade CLR: Silver FSC Mixed Wood Grade 2 Uph Fab: Whisper Vinyl CLR: Mahogany					
161	ALS	CLCTL	CL Series Coffee Table Laminate	L.03	1213 LOBBY LOUNGE	3	\$ 666.54	\$ 1,999.62
✓		\$(P2) .PR6 \$(L2WDG... .LSW1 .SW	P2 Paint Grade CLR: Silver L2 Woodgrain Lam Opts Skyline Walnut Edg: Skyline Walnut					
162	ALS	CLSNO	CL Series Sofa NO FC	L.01	1213 LOBBY LOUNGE	2	\$ 2,171.66	\$ 4,343.32
✓		\$(P2) .PR6 .FSC \$(2) .WP 93	P2 Paint Grade CLR: Silver FSC Mixed Wood Grade 2 Uph Fab: Whisper Vinyl CLR: Mahogany					
163	ALS	S911TSRL	Transfer Polished Base Oval Lam	L.04	1213 LOBBY LOUNGE	2	\$ 364.78	\$ 729.56
h✓		.PAL \$(L2WGR... .LSW1 .SW	CLR: Polished Aluminum L2 Gather Woodgrain Lam Opts Lam: Skyline Walnut Edge: Skyline Walnut					
164	ALS	S933DB29L	29" H - Use with 42 - 48" Rnd & Sqr	T.10	1401 BREAK/ CAFE	5	\$ 276.00	\$ 1,380.00
h✓		.PR8	CLR: Silver					

# ROUND ROCK SAFETY CENTER

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Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
165	ALS	S933DB42L	42" H - Use with 42 - 48" Rnd & Sqr	T.11	1401 BREAK/CAFE	4	\$ 345.00	\$ 1,380.00
✓		.PR8	CLR: Silver					
166	ALS	S933LF42RND	42" Diameter - Disc Base - Laminate - Flat Edge	T.11	1401 BREAK/CAFE	4	\$ 248.86	\$ 995.44
✓		.X	No FSC					
		\$(L2WGR...	L2 Gather Wdgrn Lam Opts					
		.LSW1	Skyline Walnut					
		.SW	Skyline Walnut					
		.C0	No Cutouts					
167	ALS	S933LF42SQR	42" D X 42" W - Disc Base - Laminate - Flat Edge	T.10	1401 BREAK/CAFE	5	\$ 229.54	\$ 1,147.70
✓		.X	No FSC					
		\$(L2WGR...	L2 Gather Wdgrn Lam Opts					
		.LSW1	Skyline Walnut					
		.SW	Skyline Walnut					
		.C0	No Cutouts					
168	ALS	ACM-MUC A	Acuity Side w/Uph Seat Casters Armless	CH.02	1101 OFFICE	6	\$ 315.00	\$ 1,890.00
✓		.3	Multi-Surface Casters					
		\$(P2)	P2 Grd Frame					
		.P85	Frame: Graphite					
		.BM	Charblack Carrier/Mist Mesh					
		\$(3)	GRD 3 UPH					
		.SX	FAB: Silververtex					
		.23	CLR: Carbon					
169	ALS	ACM-MUC A	Acuity Side w/Uph Seat Casters Armless	CH.02	1122 OFFICE	4	\$ 315.00	\$ 1,260.00
✓		.3	Multi-Surface Casters					
		\$(P2)	P2 Grd Frame					
		.P85	Frame: Graphite					
		.BM	Charblack Carrier/Mist Mesh					
		\$(3)	GRD 3 UPH					
		.SX	FAB: Silververtex					
		.23	CLR: Carbon					
170	ALS	ACM-MUC A	Acuity Side w/Uph Seat Casters Armless	CH.02	1117 OFFICE	2	\$ 315.00	\$ 630.00
✓		.3	Multi-Surface Casters					
		\$(P2)	P2 Grd Frame					
		.P85	Frame: Graphite					
		.BM	Charblack Carrier/Mist Mesh					
		\$(3)	GRD 3 UPH					
		.SX	FAB: Silververtex					
		.23	CLR: Carbon					



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Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
171	ALS	ACM-MUC A .3 \$(P2) .P85 .BM \$(3) .SX 23	Acuity Side w/Uph Seat Casters Armless Multi-Surface Casters P2 Grd Frame Frame: Graphite Charblack Carrier/Mist Mesh GRD 3 UPH FAB: Silvertex CLR: Carbon	CH.02	1118 OFFICE	2	\$ 315.00	\$ 630.00
172	ALS	ACM-MUC A .3 \$(P2) .P85 .BM \$(3) .SX 23	Acuity Side w/Uph Seat Casters Armless Multi-Surface Casters P2 Grd Frame Frame: Graphite Charblack Carrier/Mist Mesh GRD 3 UPH FAB: Silvertex CLR: Carbon	CH.02	1115 OFFICE	2	\$ 315.00	\$ 630.00
173	ALS	AWMGGM NO \$(P2) .PR6 .2 .H \$(3) .SX 23	Acuity Work,AdjArm,MeshBck,Graph-Gra... P2 Paint Grade Frame: Silver Standard cylinder Black Dual-Wheel Hard Caster GRD 3 UPH FAB: Silvertex CLR: Carbon	CH.01	1103 WORK STATIONS	7	\$ 756.84	\$ 5,297.88
174	ALS	AWMGGM NO \$(P2) .PR6 .2 .H \$(3) .SX 23	Acuity Work,AdjArm,MeshBck,Graph-Gra... P2 Paint Grade Frame: Silver Standard cylinder Black Dual-Wheel Hard Caster GRD 3 UPH FAB: Silvertex CLR: Carbon	CH.01	1122 OFFICE	1	\$ 756.84	\$ 756.84
175	ALS	AWMGGM NO \$(P2) .PR6 .2 .H \$(3) .SX 23	Acuity Work,AdjArm,MeshBck,Graph-Gra... P2 Paint Grade Frame: Silver Standard cylinder Black Dual-Wheel Hard Caster GRD 3 UPH FAB: Silvertex CLR: Carbon	CH.01	1101 OFFICE	1	\$ 756.84	\$ 756.84

Item	Mfg	Part Numb	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
176	ALS	AWMGGM NO \$(P2) .PR6 .2 .H \$(3) .SX 23	Acuity Work,AdjArm,MeshBck,Graph-Gra... P2 Paint Grade Frame: Silver Standard cylinder Black Dual-Wheel Hard Caster GRD 3 UPH FAB: Silvertex CLR: Carbon	CH.01	1119 WORK STATIONS	12	\$ 756.84	\$ 9,082.08
177	ALS	AWMGGM NO \$(P2) .PR6 .2 .H \$(3) .SX 23	Acuity Work,AdjArm,MeshBck,Graph-Gra... P2 Paint Grade Frame: Silver Standard cylinder Black Dual-Wheel Hard Caster GRD 3 UPH FAB: Silvertex CLR: Carbon	CH.01	1114 WORK STATIONS	1	\$ 756.84	\$ 756.84
178	ALS	AWMGGM NO \$(P2) .PR6 .2 .H \$(3) .SX 23	Acuity Work,AdjArm,MeshBck,Graph-Gra... P2 Paint Grade Frame: Silver Standard cylinder Black Dual-Wheel Hard Caster GRD 3 UPH FAB: Silvertex CLR: Carbon	WS.01	1114 WORK STATIONS	1	\$ 756.84	\$ 756.84
179	ALS	AWMGGM NO \$(P2) .PR6 .2 .H \$(3) .SX 23	Acuity Work,AdjArm,MeshBck,Graph-Gra... P2 Paint Grade Frame: Silver Standard cylinder Black Dual-Wheel Hard Caster GRD 3 UPH FAB: Silvertex CLR: Carbon	CH.01	1118 OFFICE	1	\$ 756.84	\$ 756.84
180	ALS	AWMGGM NO \$(P2) .PR6 .2 .H \$(3) .SX 23	Acuity Work,AdjArm,MeshBck,Graph-Gra... P2 Paint Grade Frame: Silver Standard cylinder Black Dual-Wheel Hard Caster GRD 3 UPH FAB: Silvertex CLR: Carbon	CH.01	1117 OFFICE	1	\$ 756.84	\$ 756.84

Item	Mfg	Part Numb	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
181	ALS	AWMGGM NO \$(P2) .PR6 .2 .H \$(3) .SX 23	Acuity Work,AdjArm,MeshBck,Graph-Gra... P2 Paint Grade Frame: Silver Standard cylinder Black Dual-Wheel Hard Caster GRD 3 UPH FAB: Silvertex CLR: Carbon	CH.01	1115 OFFICE	1	\$ 756.84	\$ 756.84
182	ALS	AWMGGM NO \$(P2) .PR6 .2 .H \$(3) .SX 23	Acuity Work,AdjArm,MeshBck,Graph-Gra... P2 Paint Grade Frame: Silver Standard cylinder Black Dual-Wheel Hard Caster GRD 3 UPH FAB: Silvertex CLR: Carbon	CH.01	1303 RECEPTION	2	\$ 756.84	\$ 1,513.68
183	ALS	AWMGGM NO \$(P2) .PR6 .2 .H \$(3) .SX 23	Acuity Work,AdjArm,MeshBck,Graph-Gra... P2 Paint Grade Frame: Silver Standard cylinder Black Dual-Wheel Hard Caster GRD 3 UPH FAB: Silvertex CLR: Carbon	CH.01	1603 GUN CLEANING	3	\$ 756.84	\$ 2,270.52
184	ALS	AWMGGM NO \$(P2) .PR6 .2 .H \$(3) .SX 23	Acuity Work,AdjArm,MeshBck,Graph-Gra... P2 Paint Grade Frame: Silver Standard cylinder Black Dual-Wheel Hard Caster GRD 3 UPH FAB: Silvertex CLR: Carbon	CH.01	1608 CONTROL	1	\$ 756.84	\$ 756.84
185	ALS	CBS-PGAN O .0 \$(P2) .PR6 RE	Vicinity Bar Stool Polymer Glides Armless Nylon P2 Grd Frame Frame: Silver Regatta	CH.05	1401 BREAK/ CAFE	16	\$ 227.70	\$ 3,643.20
186	ALS	CCS-PGAN O .0 \$(P2) .PR6 RE	Vicinity Counter Stool Polymer Glides Armless Nylon P2 Grd Frame Frame: Silver Regatta	CH.07	1401 BREAK/ CAFE	14	\$ 227.70	\$ 3,187.80

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Item	Mfg	Part Numb	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
187	ALS	CSG-PGAN O 0 \$(P2) .PR6 .RE	Vicinity Four Leg Polymer Glides Armless Nylon P2 Grd Frame Frame: Silver Regatta	CH.06	1401 BREAK/ CAFE	20	\$ 161.00	\$ 3,220.00
188	ALS	CSS-MMAN O .BLK .BLK .N .4 .H .AM23 \$(3) .SX 23 .N	Lyric Task Stool Synchro Mesh Mid Armless NO FC Black Black No Lumbar Extended cylinder Black Hard Tread Platinum GRD 3 UPH FAB: Silvertex CLR: Carbon No Headrest	CH.08	1609 STORAGE	2	\$ 529.20	\$ 1,058.40
189	ALS	CVAMFC .CM22 .P4Q .G .P71 .2 .BHT	Clarity Value Task Armless Graphite Carbon Graphite Black Standard cylinder Black Hard	CH.03	1102 CONFEREN...	8	\$ 350.52	\$ 2,804.16
190	ALS	CVAMFC .CM22 .P4Q .G .P71 .2 .BHT	Clarity Value Task Armless Graphite Carbon Graphite Black Standard cylinder Black Hard	CH.03	1121 CONFEREN...	10	\$ 350.52	\$ 3,505.20
191	ALS	K-PUCASN O .GY .3 \$(3) .SX 23	Seek Work Armless Poly Bk Uph Seat Slvr Fr Cstr CLR: Summit Multi-surface Caster GRD 3 UPH FAB: Silvertex CLR: Carbon	CH.04	1104 TESTING	8	\$ 242.19	\$ 1,937.52
192	ALS	K-PUCASN O .GY .3 \$(3) .SX 23	Seek Work Armless Poly Bk Uph Seat Slvr Fr Cstr CLR: Summit Multi-surface Caster GRD 3 UPH FAB: Silvertex CLR: Carbon	CH.04	1203 TRAINING	49	\$ 242.19	\$ 11,867.31

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Item	Mfg	Part Numb	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
193	ALS	K-PUCASN O .GY .3 \$(3) .SX 23	Seek Work Armlss Poly Bk Uph Seat Slvr Fr Cstr CLR: Summit Multi-surface Caster GRD 3 UPH FAB: Silvertex CLR: Carbon	CH.04	1210 TRAINING	49	\$ 242.19	\$ 11,867.31
✓								
194	ALS	K-PUCASN O .GY .3 \$(3) .SX 23	Seek Work Armlss Poly Bk Uph Seat Slvr Fr Cstr CLR: Summit Multi-surface Caster GRD 3 UPH FAB: Silvertex CLR: Carbon	CH.04	1226 TRAINING	40	\$ 242.19	\$ 9,687.60
✓								
195	ALS	K-PUCASN O .GY .3 \$(3) .SX 23	Seek Work Armlss Poly Bk Uph Seat Slvr Fr Cstr CLR: Summit Multi-surface Caster GRD 3 UPH FAB: Silvertex CLR: Carbon	CH.04	1225 TRAINING	39	\$ 242.19	\$ 9,445.41
✓								
196	ALS	K-PUCASN O .GY .3 \$(3) .SX 23	Seek Work Armlss Poly Bk Uph Seat Slvr Fr Cstr CLR: Summit Multi-surface Caster GRD 3 UPH FAB: Silvertex CLR: Carbon	CH.04	1607 CLASSROOM	13	\$ 242.19	\$ 3,148.47
✓								
197	ALS	ALKF23C X207E	CORE REMOVE LOCK KIT Key Number 207E		1107 WORK ROOM	2	\$ 8.28	\$ 16.56
✓								
198	ALS	ECF536HS \$(P2) .PR2 .EL OMT	Ess Combination 64-1/4Hx36W File Hinge Drs Sq P2 Paint Opts CLR: Platinum Metallic PULL: Matte Silver omt 2 Cores To Ord key Alike	S.02	1114 WORK STATIONS	2	\$ 920.92	\$ 1,841.84
✓								
199	ALS	ELF430NS \$(P2) .PR2 .EL OMT	Ess Lat 30W 52-1/2H 4-12" Drws Sq Pull P2 Paint Opts CLR: Platinum Metallic PULL: Matte Silver omt Core to Ord key Alike	S.04	1106 STORAGE	2	\$ 693.22	\$ 1,386.44
✓								
200	ALS	ELF436NS \$(P2) .PR2 .EL OMT	Ess Lat 36W 52-1/2H 4-12" Drws Sq Pull P2 Paint Opts CLR: Platinum Metallic PULL: Matte Silver omt Core to Ord key Alike	S.03	1106 STORAGE	8	\$ 779.24	\$ 6,233.92
✓								

Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
201	ALS	ELF436NS	Ess Lat 36W 52-1/2H 4-12" Drws Sq Pull	S.03	1113 STORAGE	14	\$ 779.24	\$ 10,909.36
✓		\$(P2) .PR2 .EL .OMT	P2 Paint Opts CLR: Platinum Metallic PULL: Matte Silver omt Core to Ord key Alike					
202	ALS	ESC536S	Essentials 64-1/4Hx36W StorageCabinet Sq	S.01	1104 TESTING	1	\$ 655.96	\$ 655.96
✓		\$(P2) .PR2 .EL .STD	P2 Paint Opts CLR: Platinum Metallic PULL: Matte Silver Standard Random key					
203	ALS	ESC536S	Essentials 64-1/4Hx36W StorageCabinet Sq	S.01	1107 WORK ROOM	2	\$ 647.68	\$ 1,295.36
✓		\$(P2) .PR2 .EL .OMT	P2 Paint Opts CLR: Platinum Metallic PULL: Matte Silver omt Core to Ord key Alike					
204	ALS	ESC536S	Essentials 64-1/4Hx36W StorageCabinet Sq	S.01	1608 CONTROL	1	\$ 655.96	\$ 655.96
✓		\$(P2) .PR2 .EL .STD	P2 Paint Opts CLR: Platinum Metallic PULL: Matte Silver Standard Random key					
205	ALS	LKFE3SLV	Lock Core Kit Silver - 3 Cores 2 Keys	WS.01	1119 WORK STATIONS	1	\$ 24.84	\$ 24.84
✓		\$(KEYNU... .X112 .1	Key Number Key Number 112 Quantity: 1					
206	ALS	LKFE3SLV	Lock Core Kit Silver - 3 Cores 2 Keys	WS.01	1119 WORK STATIONS	1	\$ 24.84	\$ 24.84
✓		\$(KEYNU... .X111 .1	Key Number Key Number 111 Quantity: 1					
207	ALS	LKFE3SLV	Lock Core Kit Silver - 3 Cores 2 Keys	WS.01	1119 WORK STATIONS	1	\$ 24.84	\$ 24.84
✓		\$(KEYNU... .X105 .1	Key Number Key Number 105 Quantity: 1					
208	ALS	LKFE3SLV	Lock Core Kit Silver - 3 Cores 2 Keys	WS.01	1119 WORK STATIONS	1	\$ 24.84	\$ 24.84
✓		\$(KEYNU... .X106 .1	Key Number Key Number 106 Quantity: 1					
209	ALS	LKFE3SLV	Lock Core Kit Silver - 3 Cores 2 Keys	WS.01	1119 WORK STATIONS	1	\$ 24.84	\$ 24.84
✓		\$(KEYNU... .X110 .1	Key Number Key Number 110 Quantity: 1					

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Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
210	ALS	LKFE3SLV	Lock Core Kit Silver - 3 Cores 2 Keys	WS.01	1119 WORK STATIONS	1	\$ 24.84	\$ 24.84
✓		\$(KEYNU... .X107 .1	Key Number Key Number 107 Quantity: 1					
211	ALS	LKFE3SLV	Lock Core Kit Silver - 3 Cores 2 Keys	WS.01	1119 WORK STATIONS	1	\$ 24.84	\$ 24.84
✓		\$(KEYNU... .X109 .1	Key Number Key Number 109 Quantity: 1					
212	ALS	LKFE3SLV	Lock Core Kit Silver - 3 Cores 2 Keys	WS.01	1119 WORK STATIONS	1	\$ 24.84	\$ 24.84
✓		\$(KEYNU... .X108 .1	Key Number Key Number 108 Quantity: 1					
213	ALS	LKFE3SLV	Lock Core Kit Silver - 3 Cores 2 Keys	WS.01	1119 WORK STATIONS	1	\$ 24.84	\$ 24.84
✓		\$(KEYNU... .X101 .1	Key Number Key Number 101 Quantity: 1					
214	ALS	LKFE3SLV	Lock Core Kit Silver - 3 Cores 2 Keys	WS.01	1119 WORK STATIONS	1	\$ 24.84	\$ 24.84
✓		\$(KEYNU... .X102 .1	Key Number Key Number 102 Quantity: 1					
215	ALS	LKFE3SLV	Lock Core Kit Silver - 3 Cores 2 Keys	WS.01	1119 WORK STATIONS	1	\$ 24.84	\$ 24.84
✓		\$(KEYNU... .X103 .1	Key Number Key Number 103 Quantity: 1					
216	ALS	LKFE3SLV	Lock Core Kit Silver - 3 Cores 2 Keys	WS.01	1119 WORK STATIONS	1	\$ 24.84	\$ 24.84
✓		\$(KEYNU... .X104 .1	Key Number Key Number 104 Quantity: 1					
217	ALS	LKFE3SLV	Lock Core Kit Silver - 3 Cores 2 Keys	WS.01	1103 WORK STATIONS	1	\$ 24.84	\$ 24.84
✓		\$(KEYNU... .X133 .1	Key Number Key Number 133 Quantity: 1					
218	ALS	LKFE3SLV	Lock Core Kit Silver - 3 Cores 2 Keys	WS.01	1103 WORK STATIONS	1	\$ 24.84	\$ 24.84
✓		\$(KEYNU... .X134 .1	Key Number Key Number 134 Quantity: 1					
219	ALS	LKFE3SLV	Lock Core Kit Silver - 3 Cores 2 Keys	WS.01	1103 WORK STATIONS	1	\$ 24.84	\$ 24.84
✓		\$(KEYNU... .X135 .1	Key Number Key Number 135 Quantity: 1					

Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
220	ALS	LKFE3SLV	Lock Core Kit Silver - 3 Cores 2 Keys	WS.01	1103 WORK STATIONS	1	\$ 24.84	\$ 24.84
✓		\$(KEYNU... .X131 .1	Key Number Key Number 131 Quantity: 1					
221	ALS	LKFE3SLV	Lock Core Kit Silver - 3 Cores 2 Keys	WS.01	1103 WORK STATIONS	1	\$ 24.84	\$ 24.84
✓		\$(KEYNU... .X136 .1	Key Number Key Number 136 Quantity: 1					
222	ALS	LKFE3SLV	Lock Core Kit Silver - 3 Cores 2 Keys	WS.01	1103 WORK STATIONS	1	\$ 24.84	\$ 24.84
✓		\$(KEYNU... .X132 .1	Key Number Key Number 132 Quantity: 1					
223	ALS	LKFE5SLV	Lock Core Kit Silver - 5 Cores 2 Keys		1106 STORAGE	2	\$ 41.40	\$ 82.80
✓		\$(KEYNU... .X206 .1	Key Number Key Number 206 Quantity: 1					
224	ALS	LKFE5SLV	Lock Core Kit Silver - 5 Cores 2 Keys	WS.01	1114 WORK STATIONS	1	\$ 41.40	\$ 41.40
✓		\$(KEYNU... .X114 .1	Key Number Key Number 114 Quantity: 1					
225	ALS	LKFE5SLV	Lock Core Kit Silver - 5 Cores 2 Keys	WS.01	1114 WORK STATIONS	1	\$ 41.40	\$ 41.40
✓		\$(KEYNU... .X214 .1	Key Number Key Number 214 Quantity: 1					
226	ALS	LKFE5SLV	Lock Core Kit Silver - 5 Cores 2 Keys	WS.01	1103 WORK STATIONS	1	\$ 41.40	\$ 41.40
✓		\$(KEYNU... .X130 .1	Key Number Key Number 130 Quantity: 1					
227	ALS	LKFE7SLV	Lock Core Kit Silver - 7 Cores 2 Keys		1113 STORAGE	2	\$ 57.96	\$ 115.92
✓		\$(KEYNU... .X213 .1	Key Number Key Number 213 Quantity: 1					
228	ALS	YPPSZF28 1524BBFLS	B/B/F SuppPed 28Hx15Wx24D LamFrnt StrFt SqrPull	WS.02	1104 TESTING	8	\$ 429.84	\$ 3,438.72
✓		\$(P2) .PR2 .L \$(L2WDG... .LSW1 SW .PR6	P2 Paint Opt CLR: Platinum Metallic Std Lock L2 Woodgrain Lam Opt Skyline Walnut Lam: Skyline Walnut Silver					
229	ALS	ALKF23C	CORE REMOVE LOCK KIT	D.02	1122 OFFICE	5	\$ 8.28	\$ 41.40
✓		.X122E	Key Number 122E					



Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
230	ALS	ALKF23C	CORE REMOVE LOCK KIT	D.02	1118 OFFICE	5	\$ 8.28	\$ 41.40
✓		X118E	Key Number 118E					
231	ALS	ALKF23C	CORE REMOVE LOCK KIT	D.01	1117 OFFICE	5	\$ 8.28	\$ 41.40
✓		X117E	Key Number 117E					
232	ALS	ALKF23C	CORE REMOVE LOCK KIT	D.01	1115 OFFICE	5	\$ 8.28	\$ 41.40
✓		X115E	Key Number 115E					
233	ALS	ALKF23C	CORE REMOVE LOCK KIT	D.01	1101 OFFICE	4	\$ 8.28	\$ 33.12
✓		X201E	Key Number 201E					
234	ALS	WKCLFN5 H3024LH... E1 X \$(L2WDG... .LSW1 SW \$(L2WDG... .LSW1 SW SP PR6 .OMT	Apprch Twr Combo 5H 30Wx24D LH w/Coat Rod FF HD Standard Wood L2 Lam Opts Skyline Walnut Lam: Skyline Walnut L2 Lam Opts Skyline Walnut Lam: Skyline Walnut Square Pull Clr: Silver omt 2 Cores To Ord key Alike	D.01	1115 OFFICE	1	\$ 817.51	\$ 817.51
✓								
235	ALS	WKCLFN5 H3024RH... E1 X \$(L2WDG... .LSW1 SW \$(L2WDG... .LSW1 SW SP PR6 .OMT	Apprch Twr Combo 5H 30Wx24D RH w/Coat Rod FF HD Standard Wood L2 Lam Opts Skyline Walnut Lam: Skyline Walnut L2 Lam Opts Skyline Walnut Lam: Skyline Walnut Square Pull Clr: Silver omt 2 Cores To Ord key Alike	D.02	1122 OFFICE	1	\$ 817.51	\$ 817.51
✓								
236	ALS	WKCLFN5 H3024RH... E1 X \$(L2WDG... .LSW1 SW \$(L2WDG... .LSW1 SW SP PR6 .OMT	Apprch Twr Combo 5H 30Wx24D RH w/Coat Rod FF HD Standard Wood L2 Lam Opts Skyline Walnut Lam: Skyline Walnut L2 Lam Opts Skyline Walnut Lam: Skyline Walnut Square Pull Clr: Silver omt 2 Cores To Ord key Alike	D.02	1118 OFFICE	1	\$ 817.51	\$ 817.51
✓								

Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
237	ALS	WKCLFN5 H3024RH... E X \$(L2WDG... .LSW1 SW \$(L2WDG... .LSW1 SW SP PR6 .OMT	Apprch Twr Combo 5H 30Wx24D RH w/Coat Rod FF HD Standard Wood L2 Lam Opts Skyline Walnut Lam: Skyline Walnut L2 Lam Opts Skyline Walnut Lam: Skyline Walnut Square Pull Clr: Silver omt 2 Cores To Ord key Alike	D.01	1117 OFFICE	1	\$ 817.51	\$ 817.51
238	ALS	WKCUFY2 46018-BF... C X \$(L2WDG... .LSW1 SW \$(L2WDG... .LSW1 SW .SP PR6 .PR6 .OMT	Approach Cred Ftd 24H 60Wx18D B/F Open Shlf Standard Wood L2 Lam Opts Skyline Walnut Lam: Skyline Walnut L2 Lam Opts Skyline Walnut Lam: Skyline Walnut Square Pull Clr: Silver Clr: Silver omt Core to Ord key Alike	D.01	1115 OFFICE	1	\$ 752.55	\$ 752.55
239	ALS	WKCUFY2 46018-O... E X \$(L2WDG... .LSW1 SW \$(L2WDG... .LSW1 SW SP PR6 .PR6 .OMT	Approach Cred Ftd 24H 60Wx18D Open Shlf B/F Standard Wood L2 Lam Opts Skyline Walnut Lam: Skyline Walnut L2 Lam Opts Skyline Walnut Lam: Skyline Walnut Square Pull Clr: Silver Clr: Silver omt Core to Ord key Alike	D.02	1122 OFFICE	1	\$ 752.55	\$ 752.55
240	ALS	WKCUFY2 46018-O... E X \$(L2WDG... .LSW1 SW \$(L2WDG... .LSW1 SW SP PR6 .PR6 .OMT	Approach Cred Ftd 24H 60Wx18D Open Shlf B/F Standard Wood L2 Lam Opts Skyline Walnut Lam: Skyline Walnut L2 Lam Opts Skyline Walnut Lam: Skyline Walnut Square Pull Clr: Silver Clr: Silver omt Core to Ord key Alike	D.02	1118 OFFICE	1	\$ 752.55	\$ 752.55

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Item	Mfg	Part Numb	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
241	ALS	WKCUFY2 46018-O... E .X \$(L2WDG... .LSW1 SW \$(L2WDG... .LSW1 SW .SP PR6 .PR6 .OMT	Approach Cred Ftd 24H 60Wx18D Open Shlf B/F Standard Wood L2 Lam Opts Skyline Walnut Lam: Skyline Walnut L2 Lam Opts Skyline Walnut Lam: Skyline Walnut Square Pull Clr: Silver Clr: Silver omt Core to Ord key Alike	D.01	1117 OFFICE	1	\$ 752.55	\$ 752.55
✓								
242	ALS	WKLFFN2H 3624 .X \$(L2WDG... .LSW1 SW \$(L2WDG... .LSW1 SW \$(L2WDG... .LSW1 SW \$(L2WDG... .LSW1 SW .SP PR6 .OMT	Approach Lat File 29H 36Wx24D with Top Fin Back Standard Wood L2 Lam Opts Skyline Walnut Lam: Skyline Walnut L2 Lam Opts Skyline Walnut Lam: Skyline Walnut L2 Lam Opts Skyline Walnut Lam: Skyline Walnut Square Pull Clr: Silver omt Core to Ord key Alike	D.01	1101 OFFICE	1	\$ 419.63	\$ 419.63
✓								
243	ALS	WKMP1454 .X \$(L2WDG... .LSW1 SW	Approach Cred and Desk Mod. Panel 14Hx54W Standard Wood L2 Lam Opts Skyline Walnut Lam: Skyline Walnut	D.02	1122 OFFICE	1	\$ 107.01	\$ 107.01
✓								
244	ALS	WKMP1454 .X \$(L2WDG... .LSW1 SW	Approach Cred and Desk Mod. Panel 14Hx54W Standard Wood L2 Lam Opts Skyline Walnut Lam: Skyline Walnut	D.02	1118 OFFICE	1	\$ 107.01	\$ 107.01
✓								
245	ALS	WKMP1454 .X \$(L2WDG... .LSW1 SW	Approach Cred and Desk Mod. Panel 14Hx54W Standard Wood L2 Lam Opts Skyline Walnut Lam: Skyline Walnut	D.01	1117 OFFICE	1	\$ 107.01	\$ 107.01
✓								
246	ALS	WKMP1454 .X \$(L2WDG... .LSW1 SW	Approach Cred and Desk Mod. Panel 14Hx54W Standard Wood L2 Lam Opts Skyline Walnut Lam: Skyline Walnut	D.01	1115 OFFICE	1	\$ 107.01	\$ 107.01
✓								

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Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
247	ALS	WKOH1566	Approach Overhead 15Hx66Wx15D with 4 Glass HD	D.02	1122 OFFICE	1	\$ 726.45	\$ 726.45
✓		15-HDG						
		.X	Standard Wood					
		\$(L2WDG...	L2 Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
248	ALS	WKOH1566	Approach Overhead 15Hx66Wx15D with 4 Glass HD	D.02	1118 OFFICE	1	\$ 726.45	\$ 726.45
✓		15-HDG						
		.X	Standard Wood					
		\$(L2WDG...	L2 Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
249	ALS	WKOH1572	Approach Ovrhed 15Hx72Wx15D w/ 4 Glass HD	D.01	1117 OFFICE	1	\$ 760.96	\$ 760.96
✓		15-HDG						
		.X	Standard Wood					
		\$(L2WDG...	L2 Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
250	ALS	WKOH1572	Approach Ovrhed 15Hx72Wx15D w/ 4 Glass HD	D.01	1115 OFFICE	1	\$ 760.96	\$ 760.96
✓		15-HDG						
		.X	Standard Wood					
		\$(L2WDG...	L2 Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
251	ALS	WKOH1572	Approach Ovrhed 15Hx72Wx15D w/ 4 Glass HD	D.01	1101 OFFICE	1	\$ 760.96	\$ 760.96
✓		15-HDG						
		.X	Standard Wood					
		\$(L2WDG...	L2 Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
252	ALS	WKPSFN28	Approach Support Ped 9-1/2Wx24D	D.02	1122 OFFICE	1	\$ 291.16	\$ 291.16
✓		924-FF	FF w/Back Panel					
		.X	Standard Wood					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		.SP	Square Pull					
		PR6	Clr: Silver					
		.OMT	omt Core to Ord key Alike					

Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
253	ALS	WKPSFN28 924-FF	Approach Support Ped 9-1/2Wx24D FF w/Back Panel	D.02	1118 OFFICE	1	\$ 291.16	\$ 291.16
✓		X	Standard Wood					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		.SP	Square Pull					
		PR6	Clr: Silver					
		.OMT	omt Core to Ord key Alike					
254	ALS	WKPSFN28 924-FF	Approach Support Ped 9-1/2Wx24D FF w/Back Panel	D.01	1117 OFFICE	1	\$ 291.16	\$ 291.16
✓		X	Standard Wood					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		.SP	Square Pull					
		PR6	Clr: Silver					
		.OMT	omt Core to Ord key Alike					
255	ALS	WKPSFN28 924-FF	Approach Support Ped 9-1/2Wx24D FF w/Back Panel	D.01	1115 OFFICE	1	\$ 291.16	\$ 291.16
✓		X	Standard Wood					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		.SP	Square Pull					
		PR6	Clr: Silver					
		.OMT	omt Core to Ord key Alike					
256	ALS	WKPSFN28 930-BBF	Approach Support Ped 9-1/2Wx30D BBF w/Bk Panel	D.02	1122 OFFICE	1	\$ 317.55	\$ 317.55
✓		X	Standard Wood					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		\$(L2WDG...	L2 Woodgrain Lam Opts					
		.LSW1	Skyline Walnut					
		SW	Lam: Skyline Walnut					
		.SP	Square Pull					
		PR6	Clr: Silver					
		.OMT	omt Core to Ord key Alike					

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Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
257	ALS	WKPSFN28 930-BBF .X \$(L2WDG... .LSW1 SW \$(L2WDG... .LSW1 SW SP PR6 OMT	Approach Support Ped 9-1/2Wx30D BBF w/Bk Panel Standard Wood L2 Woodgrain Lam Opts Skyline Walnut Lam: Skyline Walnut L2 Woodgrain Lam Opts Skyline Walnut Lam: Skyline Walnut Square Pull Clr: Silver omt Core to Ord key Alike	D.02	1118 OFFICE	1	\$ 317.55	\$ 317.55
258	ALS	WKPSFN28 930-BBF .X \$(L2WDG... LSW1 SW \$(L2WDG... .LSW1 SW SP PR6 OMT	Approach Support Ped 9-1/2Wx30D BBF w/Bk Panel Standard Wood L2 Woodgrain Lam Opts Skyline Walnut Lam: Skyline Walnut L2 Woodgrain Lam Opts Skyline Walnut Lam: Skyline Walnut Square Pull Clr: Silver omt Core to Ord key Alike	D.01	1117 OFFICE	1	\$ 317.55	\$ 317.55
259	ALS	WKPSFN28 930-BBF .X \$(L2WDG... LSW1 SW \$(L2WDG... .LSW1 SW SP PR6 OMT	Approach Support Ped 9-1/2Wx30D BBF w/Bk Panel Standard Wood L2 Woodgrain Lam Opts Skyline Walnut Lam: Skyline Walnut L2 Woodgrain Lam Opts Skyline Walnut Lam: Skyline Walnut Square Pull Clr: Silver omt Core to Ord key Alike	D.01	1115 OFFICE	1	\$ 317.55	\$ 317.55
260	ALS	WKTBT28 24 \$(P2) PR6	Approach Table O-Leg 28Hx24D P2 Paint Opts Clr: Silver	D.02	1122 OFFICE	1	\$ 129.34	\$ 129.34
261	ALS	WKTBT28 24 \$(P2) PR6	Approach Table O-Leg 28Hx24D P2 Paint Opts Clr: Silver	D.02	1118 OFFICE	1	\$ 129.34	\$ 129.34
262	ALS	WKTBT28 24 \$(P2) PR6	Approach Table O-Leg 28Hx24D P2 Paint Opts Clr: Silver	D.01	1117 OFFICE	1	\$ 129.34	\$ 129.34
263	ALS	WKTBT28 24 \$(P2) PR6	Approach Table O-Leg 28Hx24D P2 Paint Opts Clr: Silver	D.01	1115 OFFICE	1	\$ 129.34	\$ 129.34

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Item	Mfg	Part Numb	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
264	ALS	WKTBT2830	Approach Table O-Leg 28Hx30D	D.02	1122 OFFICE	1	\$ 140.07	\$ 140.07
✓		\$(P2) PR6	Paint Opts Clr: Silver					
265	ALS	WKTBT2830	Approach Table O-Leg 28Hx30D	D.02	1118 OFFICE	1	\$ 140.07	\$ 140.07
✓		\$(P2) PR6	Paint Opts Clr: Silver					
266	ALS	WKTBT2830	Approach Table O-Leg 28Hx30D	D.01	1117 OFFICE	1	\$ 140.07	\$ 140.07
✓		\$(P2) PR6	Paint Opts Clr: Silver					
267	ALS	WKTBT2830	Approach Table O-Leg 28Hx30D	D.01	1115 OFFICE	1	\$ 140.07	\$ 140.07
✓		\$(P2) PR6	Paint Opts Clr: Silver					
268	ALS	WTKTKFT4H66-FA	Appr Tackzn 30H 66W Fab Tkbrd Fll Hgt 2 Pc	D.02	1122 OFFICE	1	\$ 128.18	\$ 128.18
✓		\$(A) .EXG 903	Grade A Fab FAB: Exchange CLR: Rupee					
269	ALS	WTKTKFT4H66-FA	Appr Tackzn 30H 66W Fab Tkbrd Fll Hgt 2 Pc	D.02	1118 OFFICE	1	\$ 128.18	\$ 128.18
✓		\$(A) .EXG 903	Grade A Fab FAB: Exchange CLR: Rupee					
270	ALS	WTKTKFT4H72-FA	Appr Tackzn 30H 72W Fab Tkbrd Fll Hgt 2 Pc	D.01	1117 OFFICE	1	\$ 142.10	\$ 142.10
✓		\$(A) .EXG 903	Grade A Fab FAB: Exchange CLR: Rupee					
271	ALS	WTKTKFT4H72-FA	Appr Tackzn 30H 72W Fab Tkbrd Fll Hgt 2 Pc	D.01	1115 OFFICE	1	\$ 142.10	\$ 142.10
✓		\$(A) .EXG 903	Grade A Fab FAB: Exchange CLR: Rupee					
272	ALS	WTKTKFT4H72-FA	Appr Tackzn 30H 72W Fab Tkbrd Fll Hgt 2 Pc	D.01	1101 OFFICE	1	\$ 142.10	\$ 142.10
✓		\$(A) .EXG 903	Grade A Fab FAB: Exchange CLR: Rupee					

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Item	Mfg	Part Numb	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
273	ALS	WKTWFN4 H3615-H... .X \$(L2WDG... .LSW1 SW \$(L2WDG... .LSW1 SW .SP PR6 \$(P1) .P27	Apprch Twr Stk On 56H36Wx15D HD Wrth Frt 1 Shlf Standard Wood L2 Lam Opts Skyline Walnut Lam: Skyline Walnut L2 Lam Opts Skyline Walnut Lam: Skyline Walnut Square Pull Clr: Silver P1 Paint Opts Black	D.01	1101 OFFICE	1	\$ 435.29	\$ 435.29
274	ALS	WKWSRS7 224 .X \$(L2WDG... .LSW1 SW .B P	Approach Wksf Rectangular 72Wx24D Standard Wood L2 Lam Opts Skyline Walnut Lam: Skyline Walnut Left and Right Plastic Grommet	D.02	1122 OFFICE	1	\$ 151.67	\$ 151.67
275	ALS	WKWSRS7 224 .X \$(L2WDG... .LSW1 SW .B P	Approach Wksf Rectangular 72Wx24D Standard Wood L2 Lam Opts Skyline Walnut Lam: Skyline Walnut Left and Right Plastic Grommet	D.02	1118 OFFICE	1	\$ 151.67	\$ 151.67
276	ALS	WKWSRS7 224 .X \$(L2WDG... .LSW1 SW .B P	Approach Wksf Rectangular 72Wx24D Standard Wood L2 Lam Opts Skyline Walnut Lam: Skyline Walnut Left and Right Plastic Grommet	D.01	1117 OFFICE	1	\$ 151.67	\$ 151.67
277	ALS	WKWSRS7 224 .X \$(L2WDG... .LSW1 SW .B P	Approach Wksf Rectangular 72Wx24D Standard Wood L2 Lam Opts Skyline Walnut Lam: Skyline Walnut Left and Right Plastic Grommet	D.01	1115 OFFICE	1	\$ 151.67	\$ 151.67



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Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
278	ALS	WKWSRS7 230 .X \$(L2WDG... .LSW1 SW .B P	Approach Wksf Rectangular 72Wx30D Standard Wood L2 Lam Opts Skyline Walnut Lam: Skyline Walnut Left and Right Plastic Grommet	D.02	1122 OFFICE	1	\$ 174.87	\$ 174.87
279	ALS	WKWSRS7 230 .X \$(L2WDG... .LSW1 SW .B P	Approach Wksf Rectangular 72Wx30D Standard Wood L2 Lam Opts Skyline Walnut Lam: Skyline Walnut Left and Right Plastic Grommet	D.02	1118 OFFICE	1	\$ 174.87	\$ 174.87
280	ALS	WKWSRS7 230 .X \$(L2WDG... .LSW1 SW .B P	Approach Wksf Rectangular 72Wx30D Standard Wood L2 Lam Opts Skyline Walnut Lam: Skyline Walnut Left and Right Plastic Grommet	D.01	1117 OFFICE	1	\$ 174.87	\$ 174.87
281	ALS	WKWSRS7 230 .X \$(L2WDG... .LSW1 SW .B P	Approach Wksf Rectangular 72Wx30D Standard Wood L2 Lam Opts Skyline Walnut Lam: Skyline Walnut Left and Right Plastic Grommet	D.01	1115 OFFICE	1	\$ 174.87	\$ 174.87
282	ALS	ALM36HSQ R \$(L2WDG... .LSW1 SW \$(P2) PR2	Hgt Adj Tbl, 36" Sq, Lam/Flat Edg-Pntd L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg: Skyline Walnut P2 Paint Opts CLR: Platinum Metallic	T.04	1119 WORK STATIONS	6	\$ 376.92	\$ 2,261.52
283	ALS	ALM36HSQ R \$(L2WDG... .LSW1 SW \$(P2) PR2	Hgt Adj Tbl, 36" Sq, Lam/Flat Edg-Pntd L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg: Skyline Walnut P2 Paint Opts CLR: Platinum Metallic	T.04	1114 WORK STATIONS	1	\$ 376.92	\$ 376.92

Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
284	ALS	ALM36HSQ R \$(L2WDG... .LSW1 .SW \$(P2) .PR2	Hgt Adj Tbl,36" Sq,Lam/Flat Edg-Pntd L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg:Skyline Walnut P2 Paint Opts CLR: Platinum Metallic	T.04	1103 WORK STATIONS	3	\$ 376.92	\$ 1,130.76
285	ALS	AW2TS18N 60CB \$(P2) .PR2 .S	Aware 18D x 60W NestingT-Leg CSTR Pnt(Kit) P2 Paint Opts CLR: Platinum Metallic Caster: Silver	T.12	1607 CLASSROOM	6	\$ 318.60	\$ 1,911.60
286	ALS	AW2TS24N 60CB \$(P2) .PR2 .S	Aware 24D x 60W NestingT-Leg CSTR Pnt(Kit) P2 Paint Opts CLR: Platinum Metallic Caster: Silver	T.13	1607 CLASSROOM	1	\$ 318.60	\$ 318.60
287	ALS	AW2VM24 N60CB \$(P2) .PR2 .S	Aware 24D x 60W NestingV-Leg CSTR Pnt(Kit) P2 Paint Opts CLR: Platinum Metallic Caster: Silver	T.06	1210 TRAINING	1	\$ 353.16	\$ 353.16
288	ALS	AW2VM24 N60CB \$(P2) .PR2 .S	Aware 24D x 60W NestingV-Leg CSTR Pnt(Kit) P2 Paint Opts CLR: Platinum Metallic Caster: Silver	T.06	1203 TRAINING	1	\$ 353.16	\$ 353.16
289	ALS	AW2VM24 N72CB \$(P2) .PR2 .S	Aware 24D x 72W NestingV-Leg CSTR Pnt(Kit) P2 Paint Opts CLR: Platinum Metallic Caster: Silver	T.05	1203 TRAINING	24	\$ 365.76	\$ 8,778.24
290	ALS	AW2VM24 N72CB \$(P2) .PR2 .S	Aware 24D x 72W NestingV-Leg CSTR Pnt(Kit) P2 Paint Opts CLR: Platinum Metallic Caster: Silver	T.05	1210 TRAINING	24	\$ 365.76	\$ 8,778.24
291	ALS	AW2VMPC B60 \$(P2) .PR2 .S	Aware 18-24D Fixed V-LegCSTR Pnt for 60-66W(Kit) P2 Paint Opts CLR: Platinum Metallic Caster: Silver	T.07	1225 TRAINING	1	\$ 240.12	\$ 240.12
292	ALS	AW2VMPC B60 \$(P2) .PR2 .S	Aware 18-24D Fixed V-LegCSTR Pnt for 60-66W(Kit) P2 Paint Opts CLR: Platinum Metallic Caster: Silver	T.07	1226 TRAINING	1	\$ 240.12	\$ 240.12
293	ALS	AW2VMGP B \$(P2) .PR2	Aware 24-30D Fixed V-Leg GlidesPnt (Pair) P2 Paint Opts CLR: Platinum Metallic	T.09	1225 TRAINING	4	\$ 217.08	\$ 868.32

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Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
294	ALS	AW2VMGP B \$(P2) .PR2	Aware 24-30D Fixed V-Leg GlidesPnt (Pair) P2 Paint Opts CLR: Platinum Metallic	T.09	1226 TRAINING	4	\$ 217.08	\$ 868.32
295	ALS	AW2VMGP B60 \$(P2) .PR2	Aware 18-24D Fixed V-LegGlidePnt for 60-66W(Kit) P2 Paint Opts CLR: Platinum Metallic	T.08	1225 TRAINING	15	\$ 240.12	\$ 3,601.80
296	ALS	AW2VMGP B60 \$(P2) .PR2	Aware 18-24D Fixed V-LegGlidePnt for 60-66W(Kit) P2 Paint Opts CLR: Platinum Metallic	T.08	1226 TRAINING	15	\$ 240.12	\$ 3,601.80
297	ALS	AW3LF186 OT .X \$(L2WDG... .LSW1 .SW AGO	18Dx60W Aware Top Lam FlatEdg for T-Fixed or Nest Standard Wood L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg:Skyline Walnut No Cutouts	T.12	1607 CLASSROOM	6	\$ 146.52	\$ 879.12
298	ALS	AW3LF246 OT .X \$(L2WDG... .LSW1 .SW ATE	24Dx60W Aware Top Lam FlatEdg for T-Fixed or Nest Standard Wood L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg:Skyline Walnut One Cutout for Popup Pwr 2inbk	T.13	1607 CLASSROOM	1	\$ 160.20	\$ 160.20
299	ALS	AW3LF246 OV .X \$(L2WDG... .LSW1 .SW ATE	24Dx60W Aware Top Lam FlatEdg for V-Fixed/Nest Standard Wood L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg:Skyline Walnut One Cutout for Popup Pwr 2inbk	T.06	1210 TRAINING	1	\$ 160.20	\$ 160.20
300	ALS	AW3LF246 OV .X \$(L2WDG... .LSW1 .SW ATE	24Dx60W Aware Top Lam FlatEdg for V-Fixed/Nest Standard Wood L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg:Skyline Walnut One Cutout for Popup Pwr 2inbk	T.06	1203 TRAINING	1	\$ 160.20	\$ 160.20
301	ALS	AW3LF246 OV .X \$(L2WDG... .LSW1 .SW ATE	24Dx60W Aware Top Lam FlatEdg for V-Fixed/Nest Standard Wood L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg:Skyline Walnut One Cutout for Popup Pwr 2inbk	T.08	1225 TRAINING	15	\$ 160.20	\$ 2,403.00

# ROUND ROCK SAFETY CENTER

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Item	Mfg	Part Numb	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
302	ALS	AW3LF246 0V .X \$(L2WDG... .LSW1 .SW .ATE	24Dx60W Aware Top Lam FlatEdg for V-Fixed/Nest Standard Wood L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg:Skyline Walnut One Cutout for Popup Pwr 2inbk	T.07	1225 TRAINING	1	\$ 160.20	\$ 160.20
303	ALS	AW3LF246 0V .X \$(L2WDG... .LSW1 .SW .ATE	24Dx60W Aware Top Lam FlatEdg for V-Fixed/Nest Standard Wood L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg:Skyline Walnut One Cutout for Popup Pwr 2inbk	T.07	1226 TRAINING	1	\$ 160.20	\$ 160.20
304	ALS	AW3LF246 0V .X \$(L2WDG... .LSW1 .SW .ATE	24Dx60W Aware Top Lam FlatEdg for V-Fixed/Nest Standard Wood L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg:Skyline Walnut One Cutout for Popup Pwr 2inbk	T.08	1226 TRAINING	15	\$ 160.20	\$ 2,403.00
305	ALS	AW3LF247 2V .X \$(L2WDG... .LSW1 .SW .ATE	24Dx72W Aware Top Lam FlatEdg for V-Fixed/Nest Standard Wood L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg:Skyline Walnut One Cutout for Popup Pwr 2inbk	T.05	1203 TRAINING	49	\$ 181.08	\$ 8,872.92
306	ALS	AW3LFC24 70V .X \$(L2WDG... .LSW1 .SW	24Dx70W Awr Crsct TopLamFlatEdg VFixed or Nest Standard Wood L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg:Skyline Walnut	T.09	1225 TRAINING	4	\$ 250.20	\$ 1,000.80
307	ALS	AW3LFC24 70V .X \$(L2WDG... .LSW1 .SW	24Dx70W Awr Crsct TopLamFlatEdg VFixed or Nest Standard Wood L2 Woodgrain Lam Opts Lam: Skyline Walnut Edg:Skyline Walnut	T.09	1226 TRAINING	4	\$ 250.20	\$ 1,000.80
308	ALS	AW4HM54 \$(P2) .PR2	Hinged Modesty Panel 54" P2 Paint Opts CLR: Platinum Metallic	T.08	1225 TRAINING	15	\$ 82.44	\$ 1,236.60
309	ALS	AW4HM54 \$(P2) .PR2	Hinged Modesty Panel 54" P2 Paint Opts CLR: Platinum Metallic	T.07	1225 TRAINING	1	\$ 82.44	\$ 82.44
310	ALS	AW4HM54 \$(P2) .PR2	Hinged Modesty Panel 54" P2 Paint Opts CLR: Platinum Metallic	T.07	1226 TRAINING	1	\$ 82.44	\$ 82.44

Item	Mfg	Part Numb	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
311	ALS	AW4HM54	Hinged Modesty Panel 54"	T.08	1226 TRAINING	15	\$ 82.44	\$ 1,236.60
✓		\$(P2) .PR2	P2 Paint Opts CLR: Platinum Metallic					
312	ALS	AW4P2C	Power Harness Corded - 2 receptacles	T.06	1210 TRAINING	1	\$ 126.36	\$ 126.36
✓								
313	ALS	AW4P2C	Power Harness Corded - 2 receptacles	T.06	1203 TRAINING	1	\$ 126.36	\$ 126.36
✓								
314	ALS	AW4QBI	Interlink IQ Power Base Infeed	T.05	1203 TRAINING	8	\$ 175.32	\$ 1,402.56
✓								
315	ALS	AW4QBI	Interlink IQ Power Base Infeed	T.05	1210 TRAINING	9	\$ 175.32	\$ 1,577.88
✓								
316	ALS	AW4QBI	Interlink IQ Power Base Infeed	T.08	1225 TRAINING	4	\$ 175.32	\$ 701.28
✓								
317	ALS	AW4QBI	Interlink IQ Power Base Infeed	T.07	1225 TRAINING	1	\$ 175.32	\$ 175.32
✓								
318	ALS	AW4QBI	Interlink IQ Power Base Infeed	T.08	1226 TRAINING	4	\$ 175.32	\$ 701.28
✓								
319	ALS	AW4QBI	Interlink IQ Power Base Infeed	T.07	1226 TRAINING	1	\$ 175.32	\$ 175.32
✓								
320	ALS	AW4QBI	Interlink IQ Power Base Infeed	T.13	1607 CLASSROOM	1	\$ 175.32	\$ 175.32
✓								
321	ALS	AW4QH60 P	Interlink IQ Power Harness 60" with Pop-up	T.05	1203 TRAINING	18	\$ 124.56	\$ 2,242.08
✓								
322	ALS	AW4QH60 P	Interlink IQ Power Harness 60" with Pop-up	T.05	1210 TRAINING	18	\$ 124.56	\$ 2,242.08
✓								
323	ALS	AW4QH60 P	Interlink IQ Power Harness 60" with Pop-up	T.08	1225 TRAINING	15	\$ 124.56	\$ 1,868.40
✓								
324	ALS	AW4QH60 P	Interlink IQ Power Harness 60" with Pop-up	T.07	1225 TRAINING	1	\$ 124.56	\$ 124.56
✓								
325	ALS	AW4QH60 P	Interlink IQ Power Harness 60" with Pop-up	T.08	1226 TRAINING	15	\$ 124.56	\$ 1,868.40
✓								
326	ALS	AW4QH60 P	Interlink IQ Power Harness 60" with Pop-up	T.09	1225 TRAINING	7	\$ 124.56	\$ 871.92
✓								
327	ALS	AW4QH60 P	Interlink IQ Power Harness 60" with Pop-up	T.07	1226 TRAINING	1	\$ 124.56	\$ 124.56
✓								
328	ALS	AW4QH60 P	Interlink IQ Power Harness 60" with Pop-up	T.09	1226 TRAINING	1	\$ 124.56	\$ 124.56
✓								
329	ALS	AW4QH60 P	Interlink IQ Power Harness 60" with Pop-up	T.13	1607 CLASSROOM	1	\$ 124.56	\$ 124.56
✓								
330	ALS	AW4QJ36	Interlink IQ Power Jumper 36"	T.05	1203 TRAINING	9	\$ 35.64	\$ 320.76
✓								
331	ALS	AW4QJ36	Interlink IQ Power Jumper 36"	T.05	1210 TRAINING	9	\$ 35.64	\$ 320.76
✓								
332	ALS	AW4QJ36	Interlink IQ Power Jumper 36"	T.08	1225 TRAINING	12	\$ 35.64	\$ 427.68
✓								
333	ALS	AW4QJ36	Interlink IQ Power Jumper 36"	T.09	1225 TRAINING	4	\$ 35.64	\$ 142.56
✓								
334	ALS	AW4QJ36	Interlink IQ Power Jumper 36"	T.08	1226 TRAINING	12	\$ 35.64	\$ 427.68
✓								
335	ALS	AW4QJ36	Interlink IQ Power Jumper 36"	T.09	1226 TRAINING	4	\$ 35.64	\$ 142.56
✓								

Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
336	ALS	AW4W48	17 1/4" Wire Trough for 48" table	T.09	1225 TRAINING	4	\$ 20.88	\$ 83.52
✓		.P	Paint: Black					
337	ALS	AW4W48	17 1/4" Wire Trough for 48" table	T.09	1226 TRAINING	4	\$ 20.88	\$ 83.52
✓		.P	Paint: Black					
338	ALS	AW4W60	34" Wire Trough for 60" table	T.08	1225 TRAINING	15	\$ 37.08	\$ 556.20
✓		.P	Paint: Black					
339	ALS	AW4W60	34" Wire Trough for 60" table	T.07	1225 TRAINING	1	\$ 37.08	\$ 37.08
✓		.P	Paint: Black					
340	ALS	AW4W60	34" Wire Trough for 60" table	T.07	1226 TRAINING	1	\$ 37.08	\$ 37.08
✓		.P	Paint: Black					
341	ALS	AW4W60	34" Wire Trough for 60" table	T.08	1226 TRAINING	15	\$ 37.08	\$ 556.20
✓		.P	Paint: Black					
342	ALS	AW4W60	34" Wire Trough for 60" table	T.06	1203 TRAINING	1	\$ 37.08	\$ 37.08
✓		.P	Paint: Black					
343	ALS	AW4W60	34" Wire Trough for 60" table	T.06	1210 TRAINING	1	\$ 37.08	\$ 37.08
✓		.P	Paint: Black					
344	ALS	AW4W60	34" Wire Trough for 60" table	T.13	1607 CLASSROOM	1	\$ 37.08	\$ 37.08
✓		.P	Paint: Black					
345	ALS	AW4W72	42 1/4" Wire Trough for 72" table	T.05	1203 TRAINING	18	\$ 45.72	\$ 822.96
✓		.P	Paint: Black					
346	ALS	AW4W72	42 1/4" Wire Trough for 72" table	T.05	1210 TRAINING	18	\$ 45.72	\$ 822.96
✓		.P	Paint: Black					
347	ALS	AYBHEP24 29	Align Adept Style 24Dx29H H-Leg Sup	WS.01	1103 WORK STATIONS	1	\$ 75.24	\$ 75.24
✓		\$(P2) .PR2	P2 Paint Opt CLR: Platinum Metallic					
348	ALS	T52442S	Primary 24Dx42W Flat Eg Lam w/Grommets	D.01	1101 OFFICE	1	\$ 124.92	\$ 124.92
✓		\$(L2WDG... .LSW1 .SW .P	L2 Woodgrain Lam Opt Lam: Skyline Walnut Edg: Skyline Walnut Plastic Grommet					
349	ALS	T52448S	Primary 24Dx48W Flat Eg Lam w/Grommets	WS.01	1114 WORK STATIONS	2	\$ 109.33	\$ 218.66
✓		\$(L2WDG... .LSW1 .SW .P	L2 Woodgrain Lam Opt Lam: Skyline Walnut Edg: Skyline Walnut Plastic Grommet					

# ROUND ROCK SAFETY CENTER

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Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
350	ALS	T52454S	Primary 24Dx54W Flat Eg Lam w/Grommets \$(L2WDG... L2 Woodgrain Lam Opts .LSW1 Lam: Skyline Walnut .SW Edg: Skyline Walnut .P Plastic Grommet	WS.02	1104 TESTING	8	\$ 118.32	\$ 946.56
351	ALS	T52460S	Primary 24Dx60W Flat Eg Lam w/Grommets \$(L2WDG... L2 Woodgrain Lam Opts .LSW1 Lam: Skyline Walnut .SW Edg: Skyline Walnut .P Plastic Grommet	WS.01	1103 WORK STATIONS	1	\$ 134.27	\$ 134.27
352	ALS	T52472S	Primary 24Dx72W Flat Eg Lam w/Grommets \$(L2WDG... L2 Woodgrain Lam Opts .LSW1 Lam: Skyline Walnut .SW Edg: Skyline Walnut .P Plastic Grommet	WS.01	1119 WORK STATIONS	24	\$ 151.96	\$ 3,647.04
353	ALS	T52472S	Primary 24Dx72W Flat Eg Lam w/Grommets \$(L2WDG... L2 Woodgrain Lam Opts .LSW1 Lam: Skyline Walnut .SW Edg: Skyline Walnut .P Plastic Grommet	WS.01	1114 WORK STATIONS	2	\$ 151.96	\$ 303.92
354	ALS	T52472S	Primary 24Dx72W Flat Eg Lam w/Grommets \$(L2WDG... L2 Woodgrain Lam Opts .LSW1 Lam: Skyline Walnut .SW Edg: Skyline Walnut .P Plastic Grommet	WS.01	1103 WORK STATIONS	14	\$ 151.96	\$ 2,127.44
355	ALS	T53672SN	Primary 36Dx72W Flat Eg Lam w/o Grom \$(L2WDG... L2 Woodgrain Lam Opts .LSW1 Lam: Skyline Walnut .SW Edg: Skyline Walnut	WS.01	1103 WORK STATIONS	1	\$ 213.73	\$ 213.73
356	ALS	T624FB	Flat Bracket 24D	D.01	1101 OFFICE	2	\$ 13.34	\$ 26.68
357	ALS	T6BK	Worksurface Bracket Kit \$(P1) P1 Paint Opts .P7B CLR: Loft	WS.01	1119 WORK STATIONS	24	\$ 13.34	\$ 320.16
358	ALS	T6BK	Worksurface Bracket Kit \$(P1) P1 Paint Opts .P7B CLR: Loft	WS.01	1114 WORK STATIONS	4	\$ 13.34	\$ 53.36
359	ALS	T6BK	Worksurface Bracket Kit \$(P1) P1 Paint Opts .P7B CLR: Loft	WS.01	1103 WORK STATIONS	16	\$ 13.34	\$ 213.44

Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
360	ALS	T6CB24L	Cantilever Bracket 24D LH Terrace	WS 01	1119 WORK STATIONS	6	\$ 15.66	\$ 93.96
✓		\$(P1) P7B	P1 Paint Opts CLR: Loft					
361	ALS	T6CB24L	Cantilever Bracket 24D LH Terrace	WS 01	1114 WORK STATIONS	1	\$ 15.66	\$ 15.66
✓		\$(P1) P7B	P1 Paint Opts CLR: Loft					
362	ALS	T6CB24L	Cantilever Bracket 24D LH Terrace	WS 01	1103 WORK STATIONS	4	\$ 15.66	\$ 62.64
✓		\$(P1) P7B	P1 Paint Opts CLR: Loft					
363	ALS	T6CB24R	Cantilever Bracket 24D RH Terrace	WS 01	1119 WORK STATIONS	6	\$ 15.66	\$ 93.96
✓		\$(P1) P7B	P1 Paint Opts CLR: Loft					
364	ALS	T6CB24R	Cantilever Bracket 24D RH Terrace	WS 01	1114 WORK STATIONS	1	\$ 15.66	\$ 15.66
✓		\$(P1) P7B	P1 Paint Opts CLR: Loft					
365	ALS	T6CB24R	Cantilever Bracket 24D RH Terrace	WS 01	1103 WORK STATIONS	4	\$ 15.66	\$ 62.64
✓		\$(P1) P7B	P1 Paint Opts CLR: Loft					
366	ALS	Z6PL29FL	Fixed Post Leg 29-1/2H LH Flat/Sq Eg	WS 02	1104 TESTING	8	\$ 64.96	\$ 519.68
✓		\$(P2) PR2	P2 Paint Opts CLR: Platinum Metallic					
367	ALS	Z6PL29FR	Fixed Post Leg 29-1/2H RH Flat/Sq Eg	WS 02	1104 TESTING	8	\$ 64.96	\$ 519.68
✓		\$(P2) PR2	P2 Paint Opts CLR: Platinum Metallic					
368	HON	HTLB48120	Preside 120W x 48D Boat Shaped Laminate Top	T.01	1102 CONFEREN...	1	\$ 505.12	\$ 505.12
✓		G SW .G2 \$(L2STD) .LSW1	2MM/Flat Edge: Skyline Walnut Cut out for Flip Top Port Grd L2 Standard Laminates LAM: Skyline Walnut					
369	HON	HTLB48144	Preside 144W x 48D Boat Shaped Laminate Top	T.02	1121 CONFEREN...	1	\$ 559.68	\$ 559.68
✓		G SW .G2 \$(L2STD) .LSW1	2MM/Flat Edge: Skyline Walnut Cut out for Flip Top Port Grd L2 Standard Laminates LAM: Skyline Walnut					



# ROUND ROCK SAFETY CENTER

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Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
370	HON	HTLD48	Preside 48"Round Shaped Laminate Top 2MM/Flat Edge: Skyline Walnut No Grommets Grd L2 Standard Laminates LAM: Skyline Walnut	T.03	1101 OFFICE	1	\$ 222.64	\$ 222.64
371	HON	HTLD48	Preside 48"Round Shaped Laminate Top 2MM/Flat Edge: Skyline Walnut No Grommets Grd L2 Standard Laminates LAM: Skyline Walnut	T.03	1122 OFFICE	1	\$ 222.64	\$ 222.64
372	HON	HTLHP120	Preside Laminate Hollow Panel Base For 120" W Table Tops Grd L2 Standard Laminates LAM: Skyline Walnut Platinum	T.01	1102 CONFEREN...	1	\$ 774.84	\$ 774.84
373	HON	HTLHP144	Preside Laminate Hollow Panel Base For 144" W Table Tops Grd L2 Standard Laminates LAM: Skyline Walnut Platinum		1121 CONFEREN...	1	\$ 803.88	\$ 803.88
374	HON	HTLHPM	Preside Laminate Hollow Panel Base For 72" Adder Section Grd L2 Standard Laminates LAM: Skyline Walnut Platinum		1121 CONFEREN...	1	\$ 433.84	\$ 433.84
375	HON	HTLHPM	Preside Laminate Hollow Panel Base For 72" Adder Section Grd L2 Standard Laminates LAM: Skyline Walnut Platinum	T.01	1102 CONFEREN...	1	\$ 433.84	\$ 433.84
376	HON	HTPWRGR OM2	Preside Flip Top Port-Ellora	T.01	1102 CONFEREN...	2	\$ 218.24	\$ 436.48
377	HON	HTPWRGR OM2	Preside Flip Top Port-Ellora		1121 CONFEREN...	2	\$ 218.24	\$ 436.48
378	HON	HTXLEG	Preside Aluminum X-Leg PAINT: Select Choice Paint Color: Platinum	T.01	1101 OFFICE	1	\$ 199.76	\$ 199.76
379	HON	HTXLEG	Preside Aluminum X-Leg PAINT: Select Choice Paint Color: Platinum		1122 OFFICE	1	\$ 199.76	\$ 199.76

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Item	Mfg	Part Num	Part Description	Alias 1	Alias 2	Qty	Sell	Ext Sell
380	HON	HLSL1460S	Overhead Cabinet w/Sliding Door 60Wx14-1/4Dx14H	D.03	1609 STORAGE	2	\$ 542.08	\$ 1,084.16
✓		\$(L2STD) .LSW1	Grd L2 Standard Laminates LAM: Skyline Walnut					
		\$(L2STD) .LSW1	Grd L2 Standard Laminates LAM: Skyline Walnut					
		.X	No Option					
		.W	Bracket: Wall Bracket					
381	HON	HLSL3041B CL	Voi 12W x 30D x 41H Bookcase Support - Left	D.03	1609 STORAGE	2	\$ 286.88	\$ 573.76
✓		\$(L2STD) .LSW1	Grd L2 Standard Laminates LAM: Skyline Walnut					
382	HON	HLSL3041S	Voi 9.5W x 30D x 41H Support Pedestal	D.03	1609 STORAGE	2	\$ 627.44	\$ 1,254.88
✓		\$(L2STD) .LSW1	Grd L2 Standard Laminates LAM: Skyline Walnut					
		\$(L2STD) .LSW1	Grd L2 Standard Laminates LAM: Skyline Walnut					
		.T1	Clr: Platinum					
383	HON	HLSLR3060	30"D x 60" W Rectangle Worksurface	D.03	1609 STORAGE	2	\$ 164.56	\$ 329.12
✓		\$(L2STD) .LSW1	Grd L2 Standard Laminates LAM: Skyline Walnut					
		SW	Skyline Walnut					
		.G	Grommets					
		T1	Clr: Platinum					
384	SAF	6250	Industrial Steel Shelving 12 x 36", 6 Shelf Pack	S.05	1215 STORAGE	1	\$ 85.00	\$ 85.00
✓								
385	SAF	6251	Industrial Steel Shelving 12 x 48", 6 Shelf Pack	S.04	1215 STORAGE	2	\$ 117.50	\$ 235.00
✓								
386	SAF	6254	Industrial Steel Shelving 24 x 36", 6 Shelf Pack	S.06	1215 STORAGE	1	\$ 120.00	\$ 120.00
✓								
387	SAF	6254	Industrial Steel Shelving 24 x 36", 6 Shelf Pack	S.06	1507 POLICE STORAGE	1	\$ 120.00	\$ 120.00
✓								
388	SAF	6254	Industrial Steel Shelving 24 x 36", 6 Shelf Pack	S.06	1503 SCENARIO ... STORAGE	6	\$ 120.00	\$ 720.00
✓								
389	SAF	6255	Industrial Steel Shelving 24 x 48", 6 Shelf Pack	S.07	1507 POLICE STORAGE	9	\$ 155.50	\$ 1,399.50
✓								
sub			Subtotal					\$ 335,613.72
390	ABF	SERVICES	RECEIVE DELIVER ASSEMBLE INSTALL AND DETRASH	SERVIC ES	SERVICES	1	\$ 46,985.00	\$ 46,985.00
✓								
391	ABF	DESIGN	DESIGN FEE 135 HOURS	DESIGN	DESIGN	1	\$ 8,150.00	\$ 8,150.00
✓								
392	ABF	PMFEE	PROJECT MANAGERMENT FEE	PM	P M FEE	1	\$ 3,250.00	\$ 3,250.00
✓								
			Grand Total					\$ 393,998.72

## **Finish Schedule**

**Panel/Tackboard Fabric:** WS.01, WS.02, D.01, D.02

Color: Exchange – Rupee (see sample)

**Paint:** WS.01, WS.02, S.01, L.04, T.06, T.07

Color: Platinum Metallic (see sample)

**Laminate:** T.01, T.02, T.06, T.07, T.08, T.09, T.04, T.10, T.11, WS.01,  
WS.02, D.01, D.02

Color: Skyline Walnut (see sample)

**Seat Fabric:** CH.01, CH.02, CH.04

Color: Silvertex – Carbon (see sample)

Frame color: Summit (see sample)

**Workstation Drawer cushion fabric:** WS.01, WS.02

Color: In Season – Shale

**Conference Chair Mesh:** CH.03

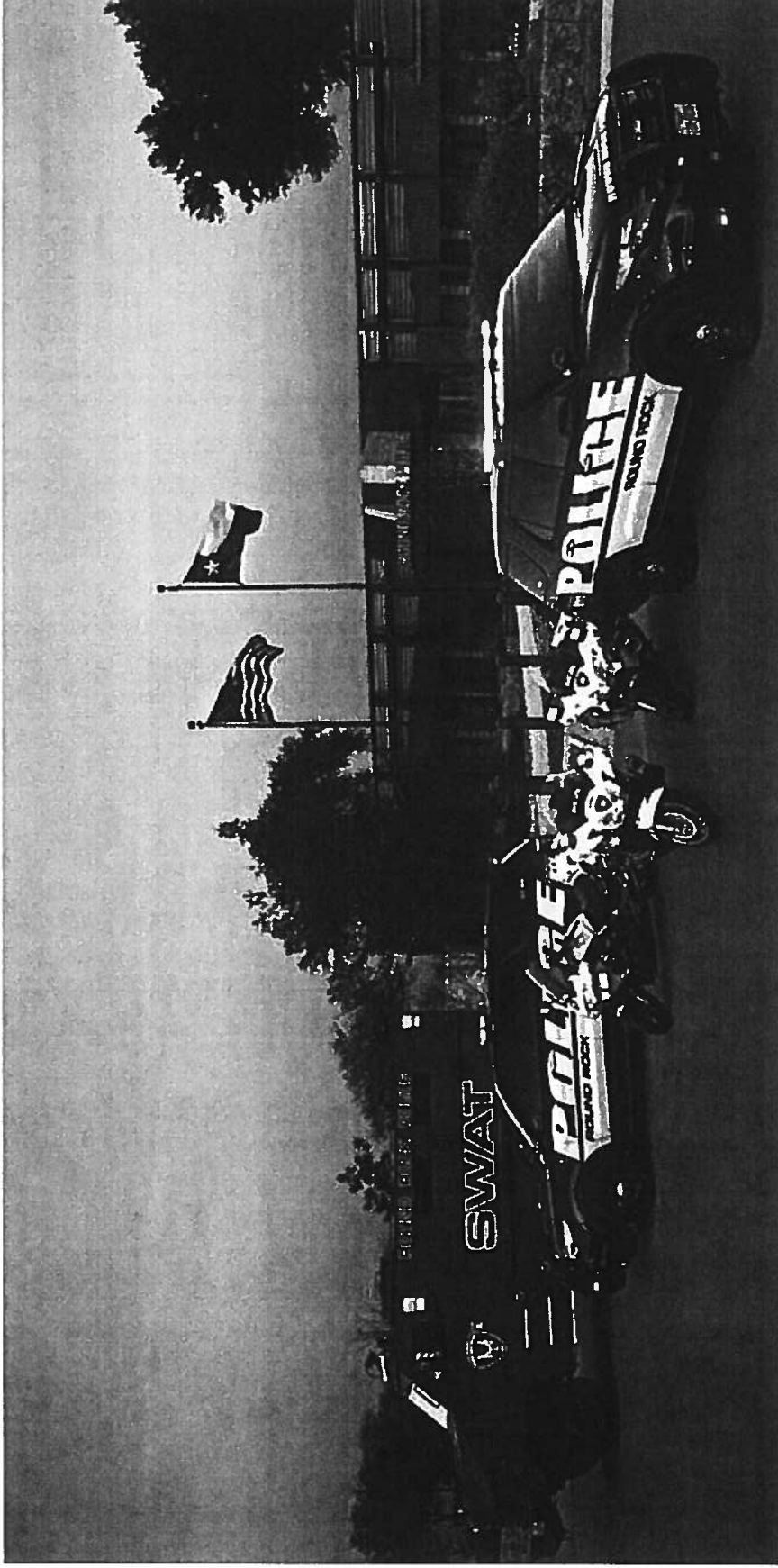
Color: Graphite (see sample)

**Lounge/Reception Fabric:** L.01, L.02, L.04, L.05

Color: Whisper Vinyl – Mahogany (see sample)

**Café Seating:** CH.05, CH.06, CH.07

Color: Regatta (see sample)

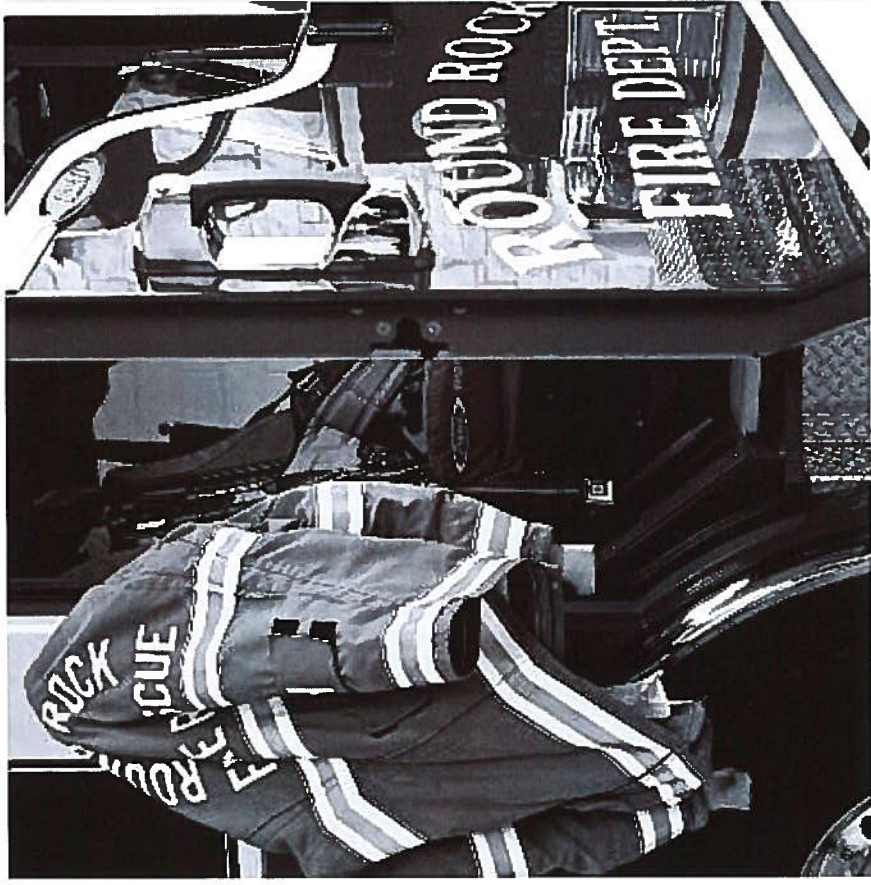


## Round Rock Public Safety Training Center PROPOSED FURNITURE

Prepared By Austin Business Furniture  
Bryan Lane| Becky Badder  
OCTOBER 2017

Austin Business Furniture  
4030 W. Braker Lane 1-100  
Austin, TX 78759  
[www.abfurn.com](http://www.abfurn.com) | 512.832.6400





## **ABOUT** AUSTIN BUSINESS FURNITURE

# WHO WE ARE

## AUSTIN BUSINESS FURNITURE

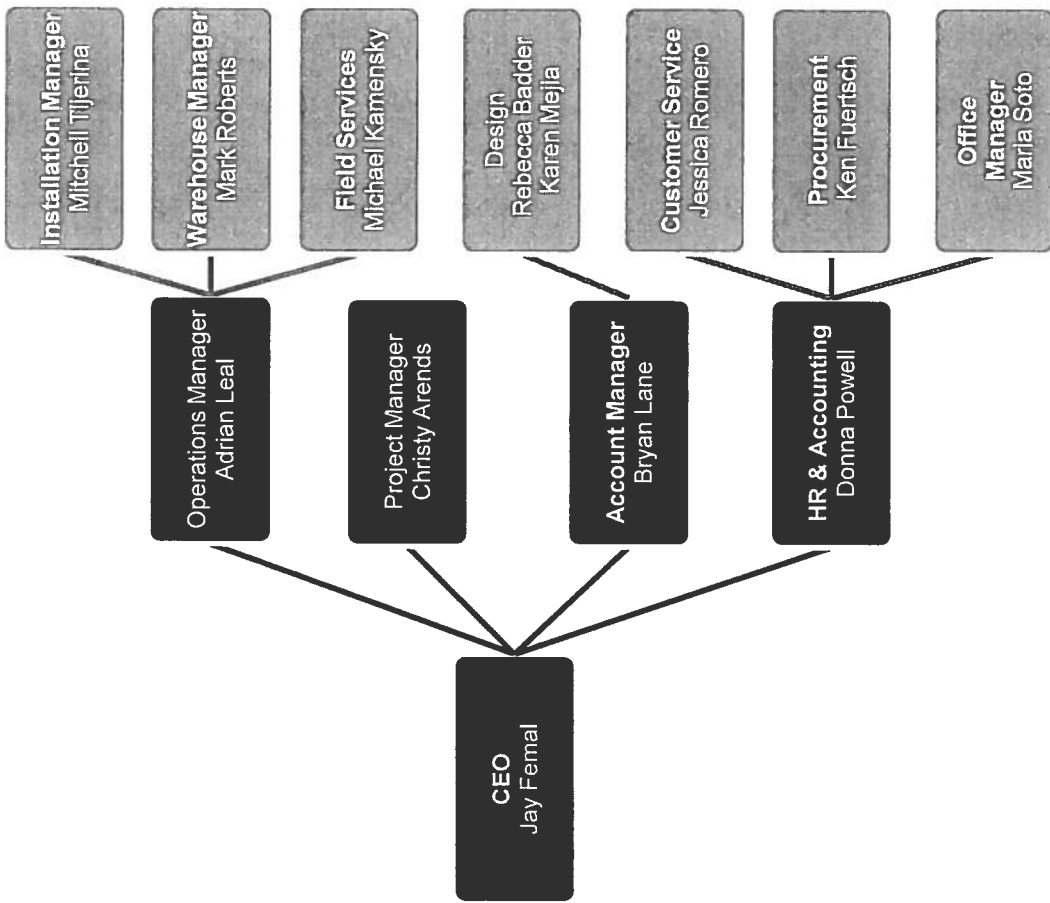
Established in 1985, Austin Business Furniture is a locally owned and operated contract furniture dealership.

At ABF, we take pride that we can provide a unique experience to our customers that no other local competitor can duplicate. Our combination of product offering is distinctive, our pricing is competitive, and above all, our staff is matchless in talent, experience, and ability.

ABF boasts a 20,000 square foot distribution center in northwest Austin, and an ever evolving show room that features the latest trends in our innovative furniture offering.

Each of our customers receives the same level of quality service, no matter what the size of the project. We offer complimentary design, consultation and assistance with selections and finishes. Installations are performed by our own crew, and our clients have a dedicated project manager to help facilitate an easy install. We also offer storage, asset management, reconfigures , and complimentary warranty service supported through our field services department.

We anticipate that as organizations grow and change over time, so do their environments and furniture needs. ABF is committed to providing long-term partnership with Round Rock PSTC assisting with moves, changes, or additions to their furniture configurations. The majority of our employees have been with ABF for over 10 years, so when we say we're committed to long-term partnerships, we mean it. Your ABF team will be familiar with your project from day one and beyond. We know this quality is important when it comes to servicing the project for years to come.





## MEET OUR TEAM

### JAY FEMAL - Dealer Principal

jfemal@abfurn.com | 512.617.4349



Jay has been a leader in the local commercial furniture industry for over 30 years as the Owner and Principal of Austin Business Furniture since its inception in 1985. Jay oversees all the team members and supports them in fulfilling their individual responsibilities. He reviews all project responses and service commitments, and ensures they are meeting clients' expectations. Jay's openness to collaboration and new ideas is what makes his employees and manufacturing partners happy to continue doing business with him. Austin Business Furniture's long standing partnership with HNI, an industry leader, has allowed the business to grow and help further develop relationships in the local business community. His affiliation with KLRU & Austin City Limits began over 20 years ago and is still actively supporting this wonderful cause associated with Austin music and heritage.

### BRYAN LANE- Account Executive

blane@abfurn.com | 512.617.4354



Bryan has over 25 years in the commercial furniture industry, during which he has served in many different roles that have helped make his experience well rounded. Working closely with Designers and Facilities Managers, he assists his clients with product specification, pricing, and acts as a liaison for the rest of the ABF team. Bryan is a dedicated manager, assisting clients such as McLane Industries, Texas State University and CDR, a Division of Wilsonart. He is dedicated to maintaining customer satisfaction, working directly with our project coordinator to assure a seamless and successful project completion.

### REBECCA BADDER - Senior Designer

rbadder@abfurn.com | 512.617.4344



Rebecca earned her Bachelor of Science in Interior Design from the University of Texas at Austin in 1998. Since then, she has only focused on the Austin commercial office furniture industry, affording her a well developed understanding of the dynamic nature of commercial office environments. Having successfully collaborated on such large local projects as Samsung, IBM Conference Center, Time Warner Cable, One West Bank, and Active Power, she offers the ABF team timely project management, knowledgeable input, and experienced partnership.

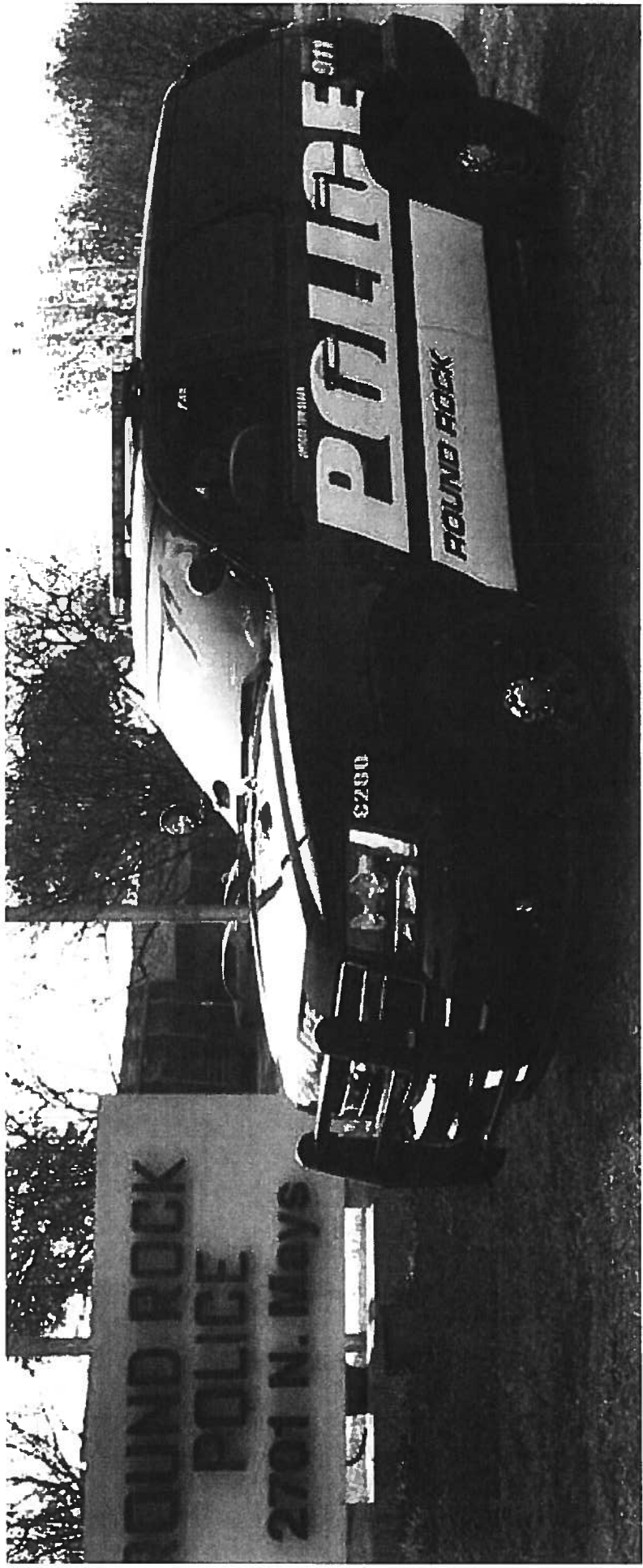
### ADRIAN LEAL - Manager of Operations

aleal@abfurn.com | 512.617.4352



Adrian began his career with Austin Business Furniture 11 years ago as an installer. He went on to work as a Lead Installer until his promotion to Manager of Operations. His in-depth understanding of the installation process allows him to successfully plan the execution of a project. Adrian is responsible for collaborating with the team to develop a detailed installation plan for each project. He also plays a key role in the communication with our manufacturers and logistical coordination. His positive demeanor and even-keeled temperament provide a basis for good communication with contractors, subcontracts, and clients alike.





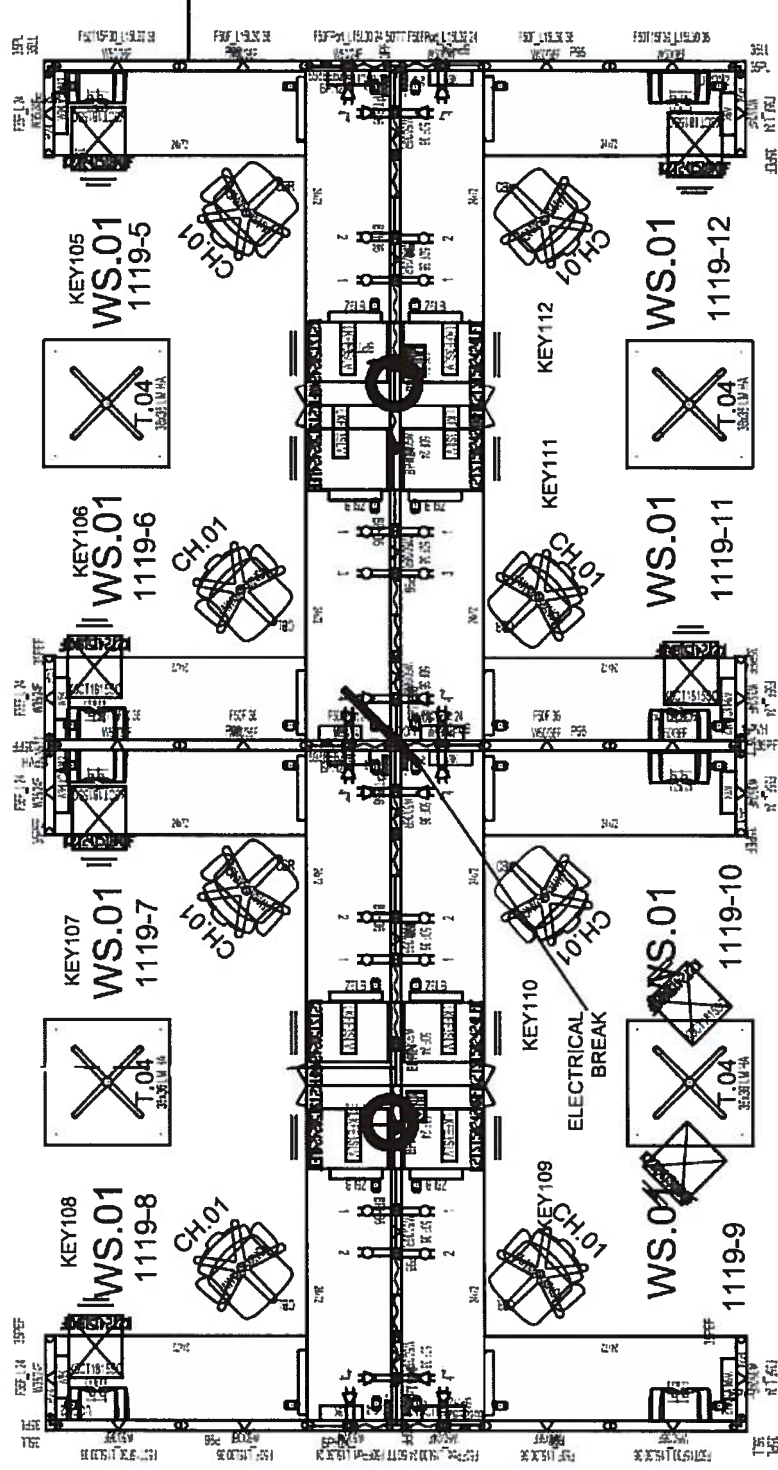
**PROPOSED FURNITURE**



## WORKSTATION TYPICAL

### STRIDE PANEL SYSTEM

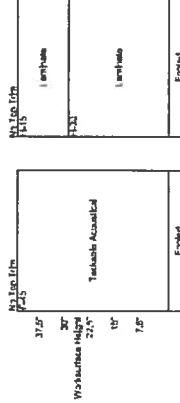
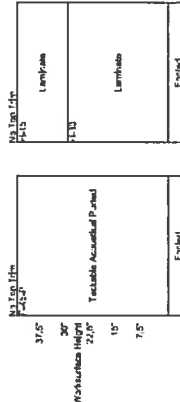
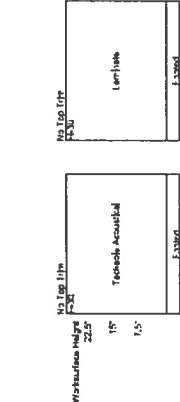
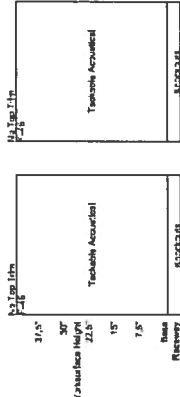
8' x 8' Stations . 50"H Panels, Fabric, Laminate & Tool Tiles.



WS.01, CH.01, T.04

# WORKSTATION TYPICAL

STRIDE PANEL SYSTEM  
50"H Panels, Fabric, Laminate & Tool Tiles.



Side 1

Side 2

Side 1

Side 2

Side 1

Side 2

Side 1

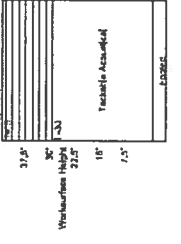
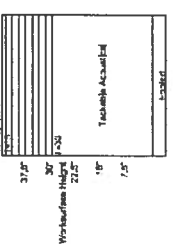
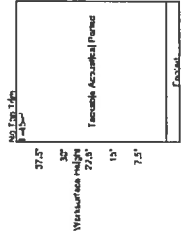
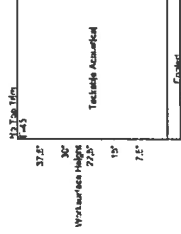
Side 2

50F

F35F\_L

F50FPort\_L15L30

F50F\_L15L30



Side 1

Side 2

Side 1

Side 2

Side 1

Side 2

Side 1

Side 2

50F

F50FPort

F50T15F30

F50T15F30\_L15L30

## PANEL TYPES



## WORKSTATION TYPICAL



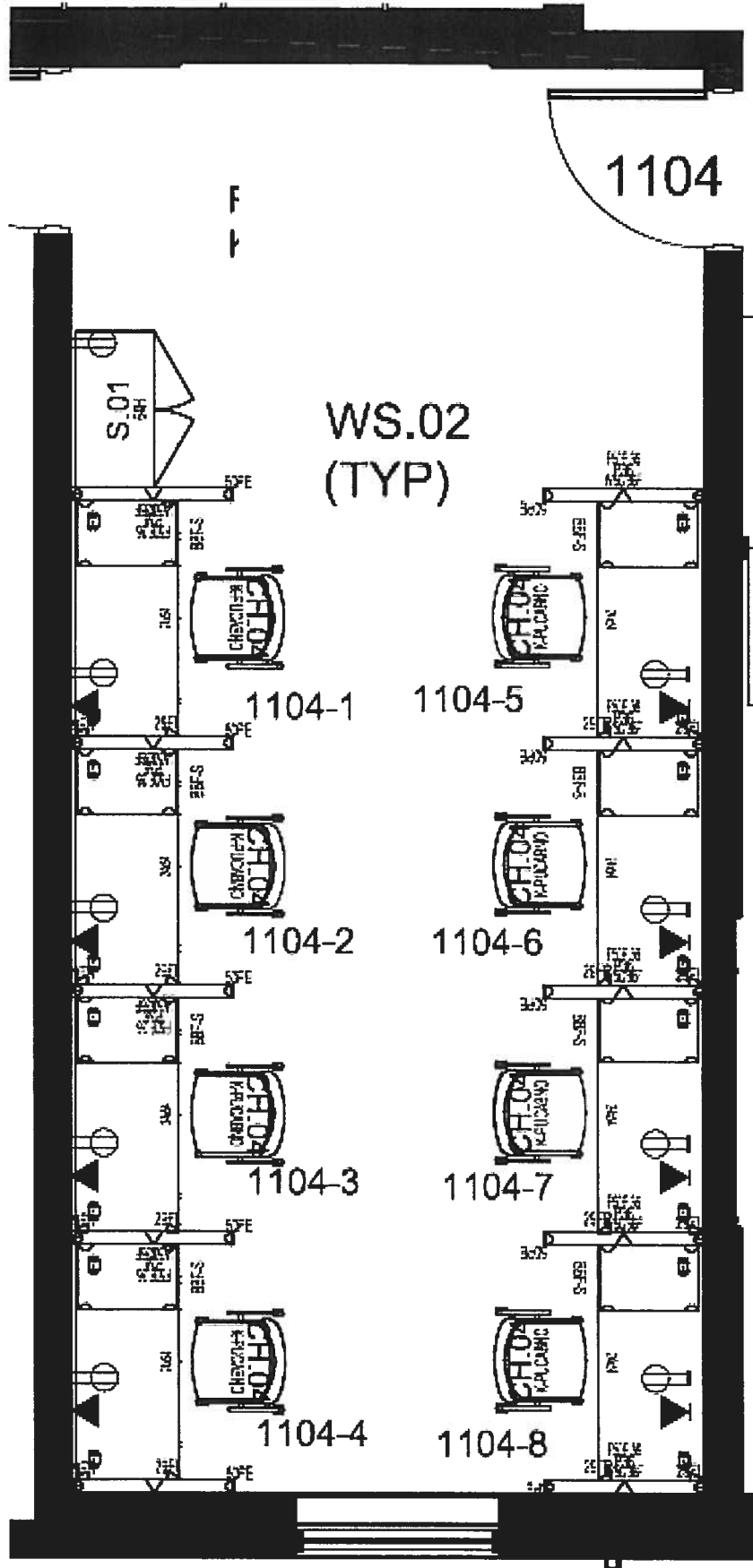
### FINISHES

PANELS: Exchange Rupee  
PAINT: Platinum Metallic  
LAMINATE: Skyline Walnut  
SEAT FABRIC: Silvertex Carbon  
PED CUSHION: In Season Shale

## SMALL WORKSTATIONS

### STRIDE PANEL SYSTEM

3'x 4.5' stations. 50"H panels, fabric tiles, no panels along wall



WS.02, CH.01, S.01



## SMALL WORKSTATIONS



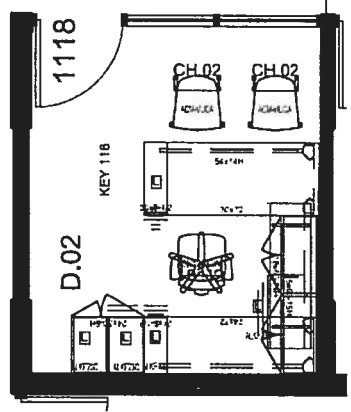
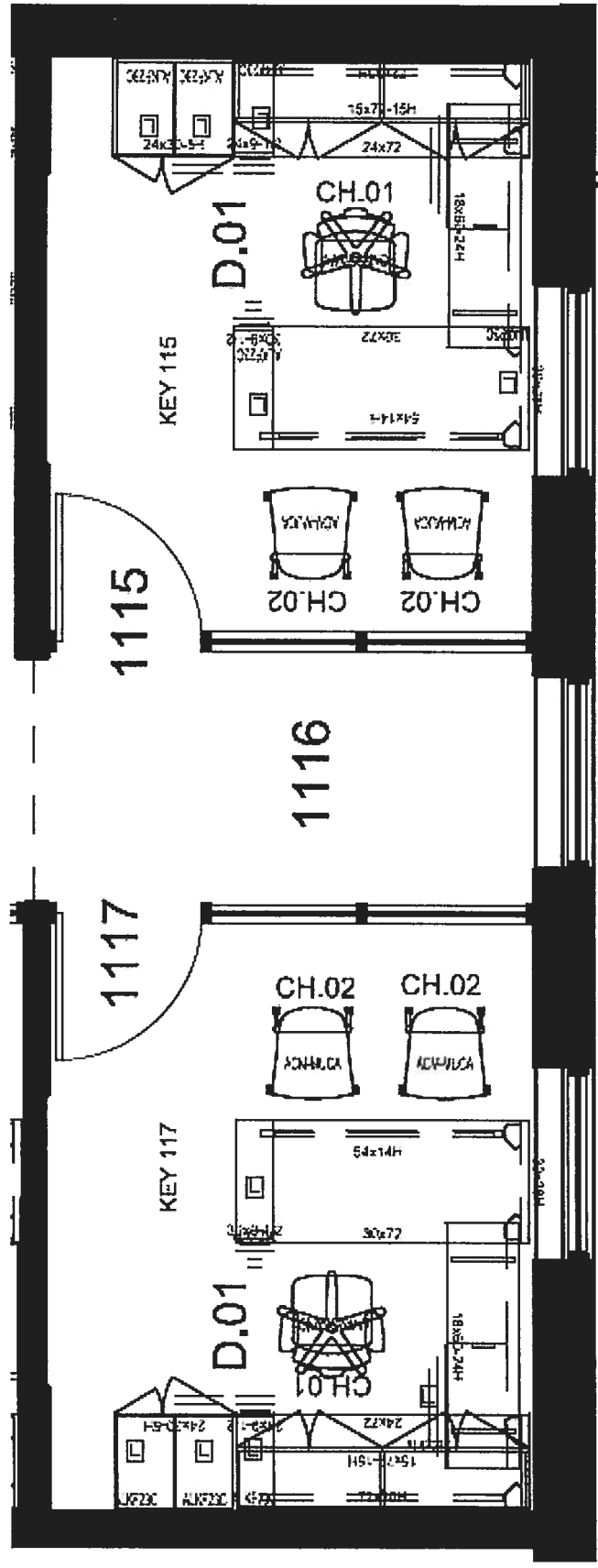
### FINISHES

PANELS: Exchange Rupee  
PAINT: Platinum Metallic  
LAMINATE: Skyline Walnut  
SEAT FABRIC: Silvertex Carbon



# PRIVATE OFFICE TYPICAL

APPROACH DESKING SYSTEM  
8' X 8'-6" U desk, box box file, file file, center low credenza,  
personal storage tower.



D.02: Upper storage over bridge

D.01 (D.02), CH.01, CH.02



## PRIVATE OFFICE TYPICAL



### FINISHES

TACKBOARD:

Exchange Rupee

PAINT:

Platinum Metallic

LAMINATE:

Skyline Walnut

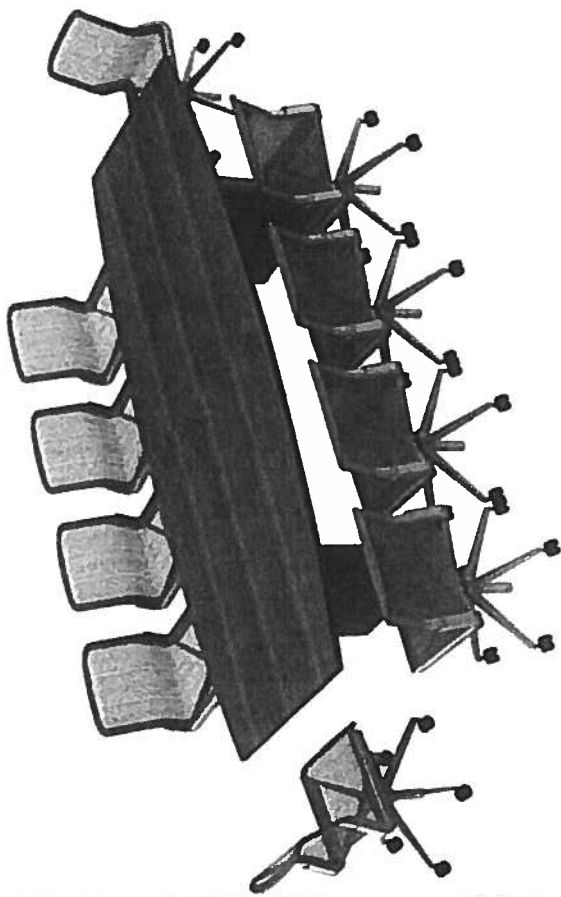
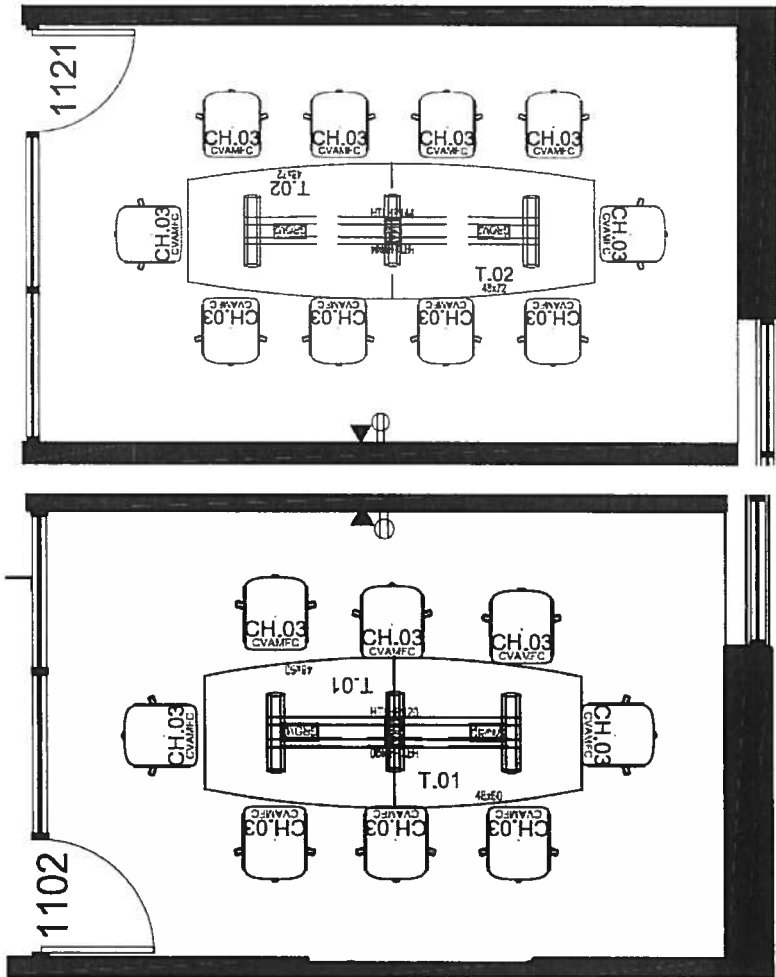
SEAT FABRIC: Silvertex Carbon

GUEST CHAIR: Silvertex Carbon

# CONFERENCE ROOMS 1102 & 1121

## PRESIDE CONFERENCE TABLES & CLARITY CHAIRS

Laminate table with two electrical ports, mesh chair.



FINISHES  
LAMINATE: SKYLINE WALNUT  
CHAIR: (CLARITY) CARBON/GRAPHITE

T.01, T.02, CH.03

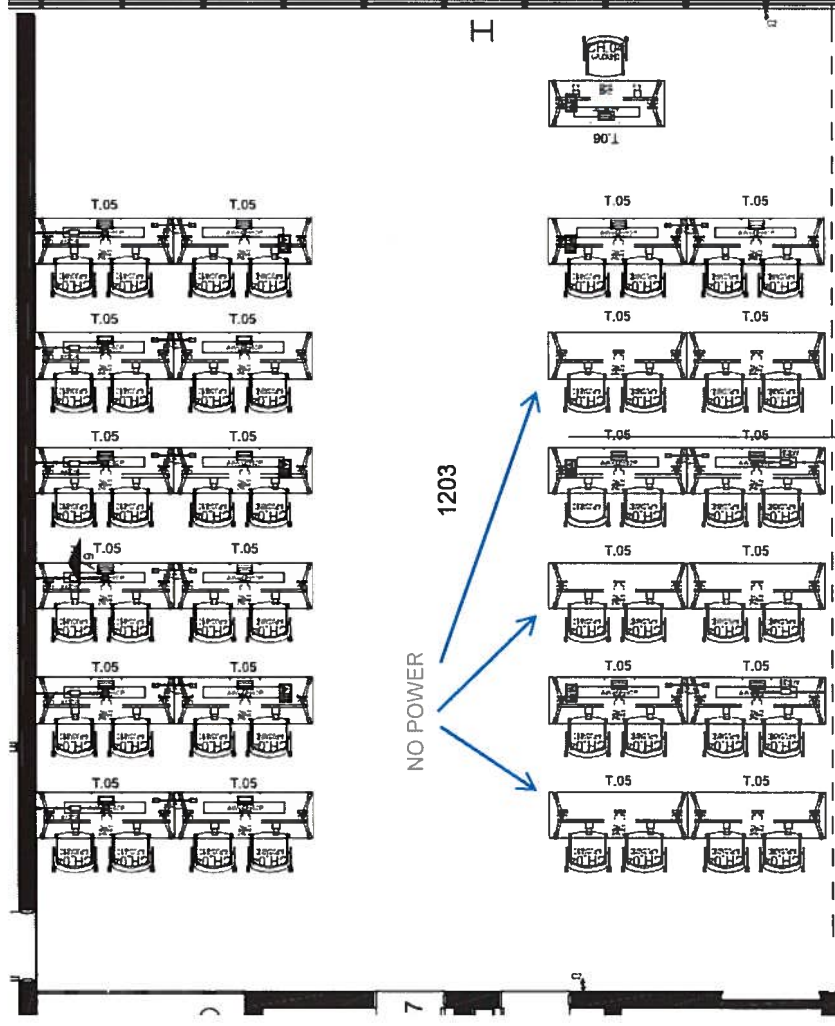




# TRAINING ROOM TYPICAL

## AWARE TABLES, SEEK CHAIRS

Flip/ nest tables with daisy chain power (except where noted). Seek stack/ nest chairs with molded plastic shell, upholstered seat pad, and casters.



**FINISHES**  
**PAINT:**  
**LAMINATE:**

Platinum Metallic  
 Skyline Walnut

SEAT FABRIC: Silvertex Carbon  
 SEAT SHELL: Summit

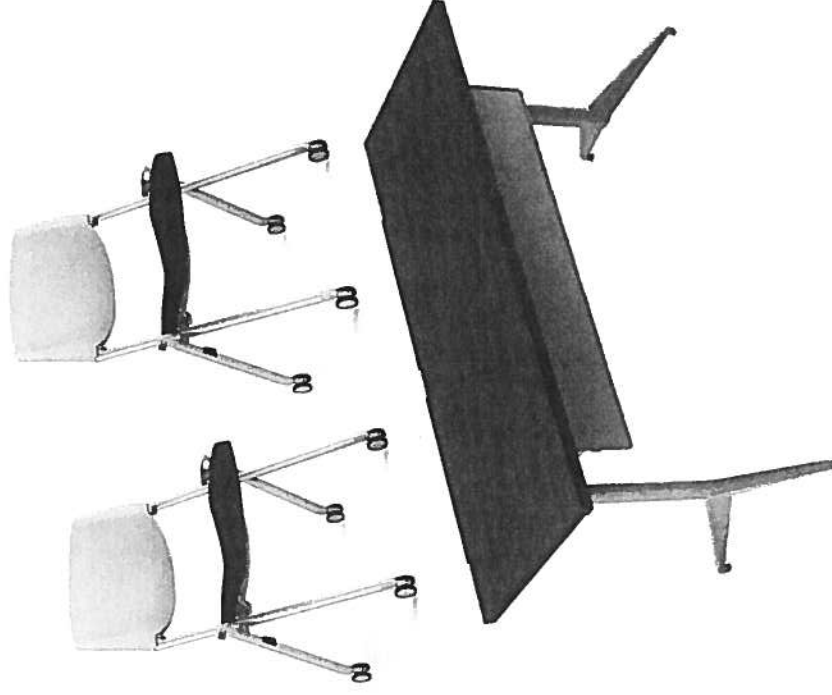
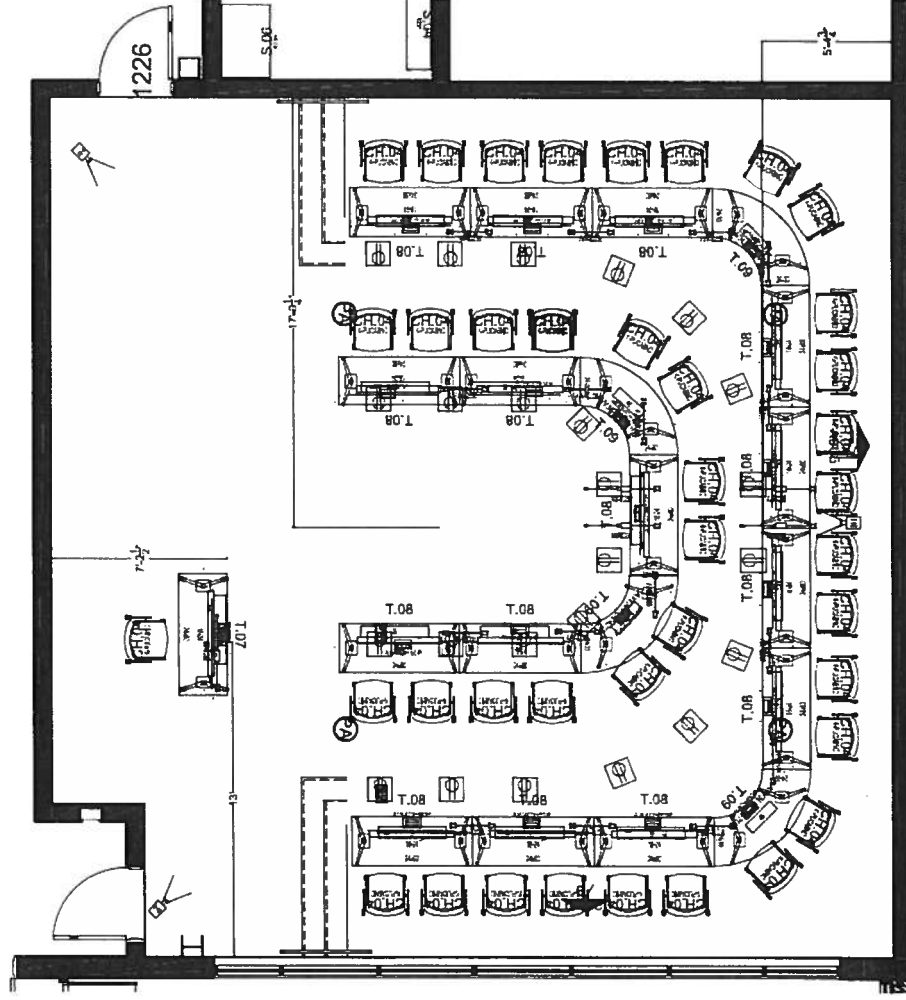
T.05, T.06, CH.04



# FORMAL TRAINING ROOM TYPICAL

## AWARE TABLES, SEEK CHAIRS

Flip/nest Tables with daisy chain power and Modesty Panel. Seek stack/nest chairs with molded plastic shell and upholstered seat pad.



FINISHES  
PAINT:  
LAMINATE:

Platinum Metallic  
 Skyline Walnut

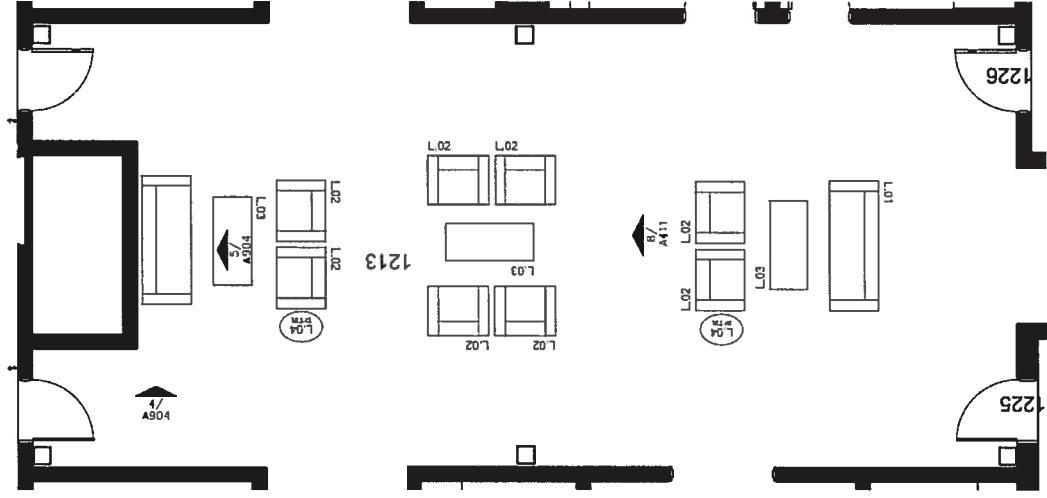
SEAT FABRIC: Silvertex Carbon  
 SEAT SHELL: Summit



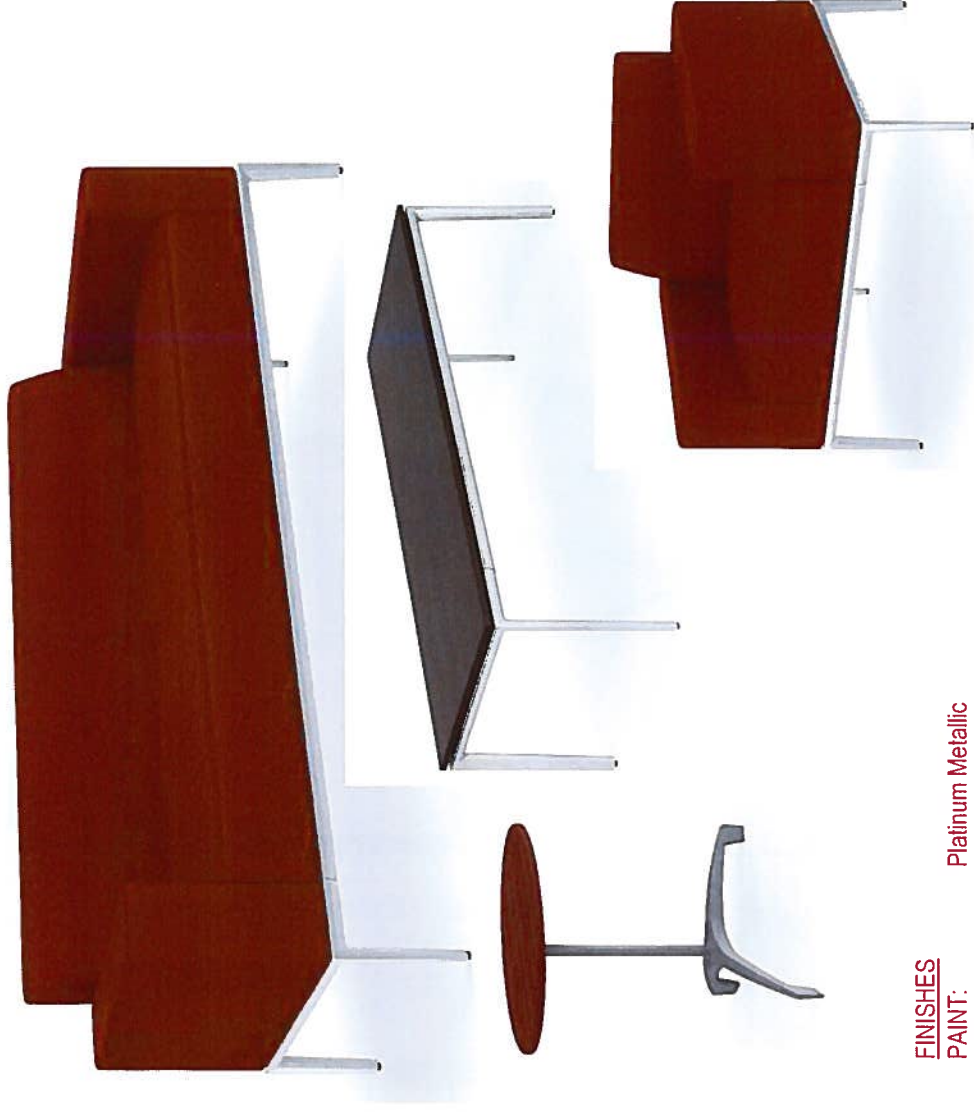
T.07, T.08, T.09 CH.04

# RECEPTION AREA

PARALLEL SEATING & COFFEE TABLE, TRANSFER TABLE



L.01, L.02, L.03, L.04



## FINISHES

PAINT: Platinum Metallic

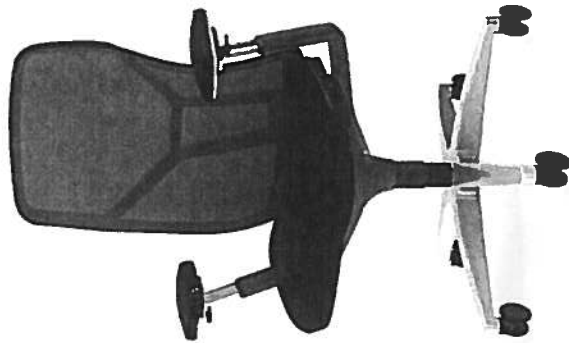
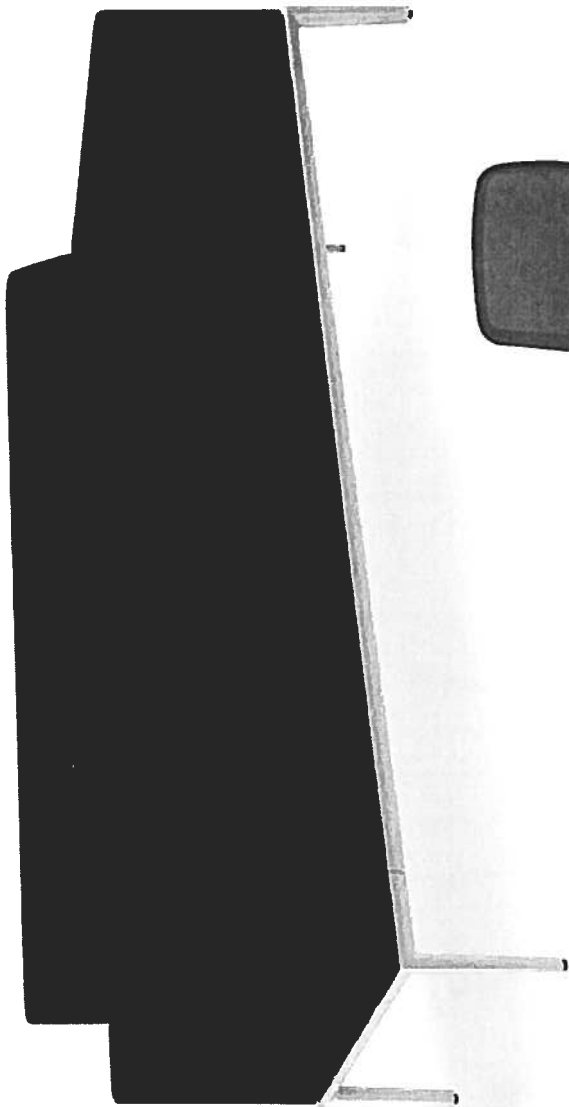
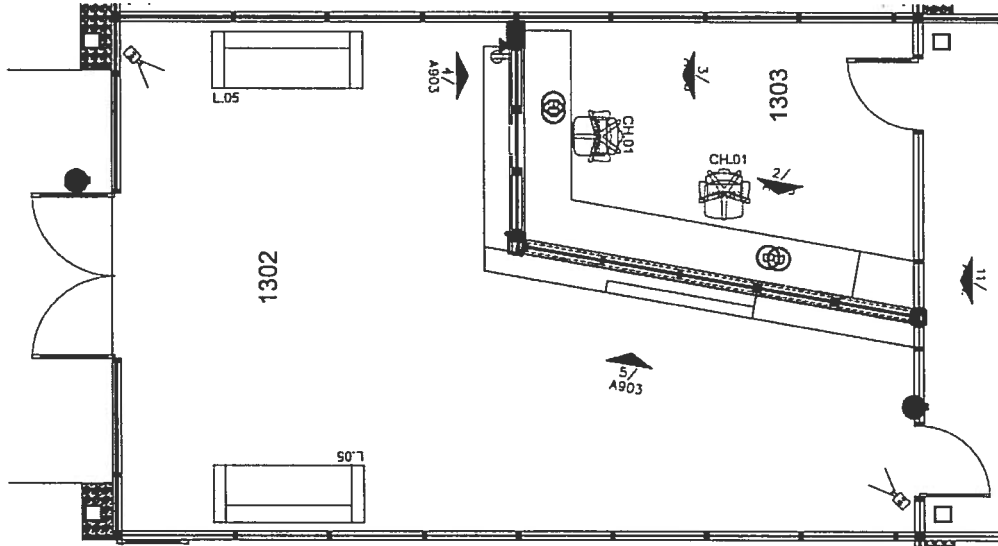
LAMINATE: Skyline Walnut

SOFA & SEAT FABRIC: Whisper Vinyl Mahogany



# RECEPTION LOBBY

PARALLEL Channel Back Sofa



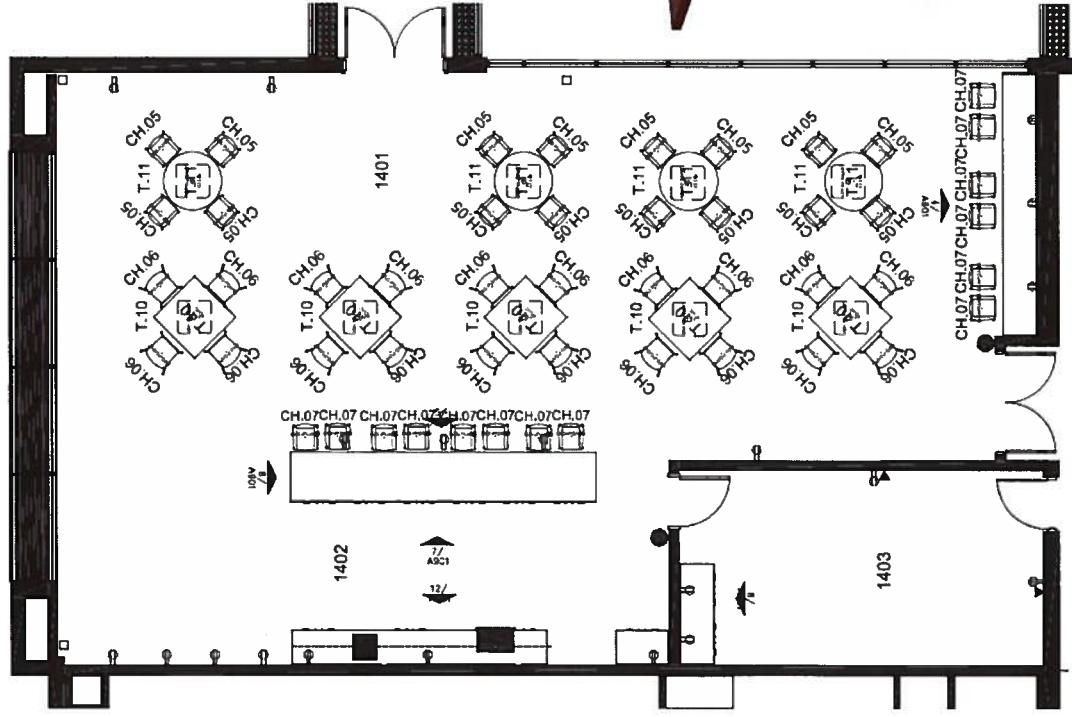
FINISHES  
SOFA FABRIC: Whisper Vinyl Mahogany  
SEAT FABRIC: Silvertex Carbon

CH.01, L.05

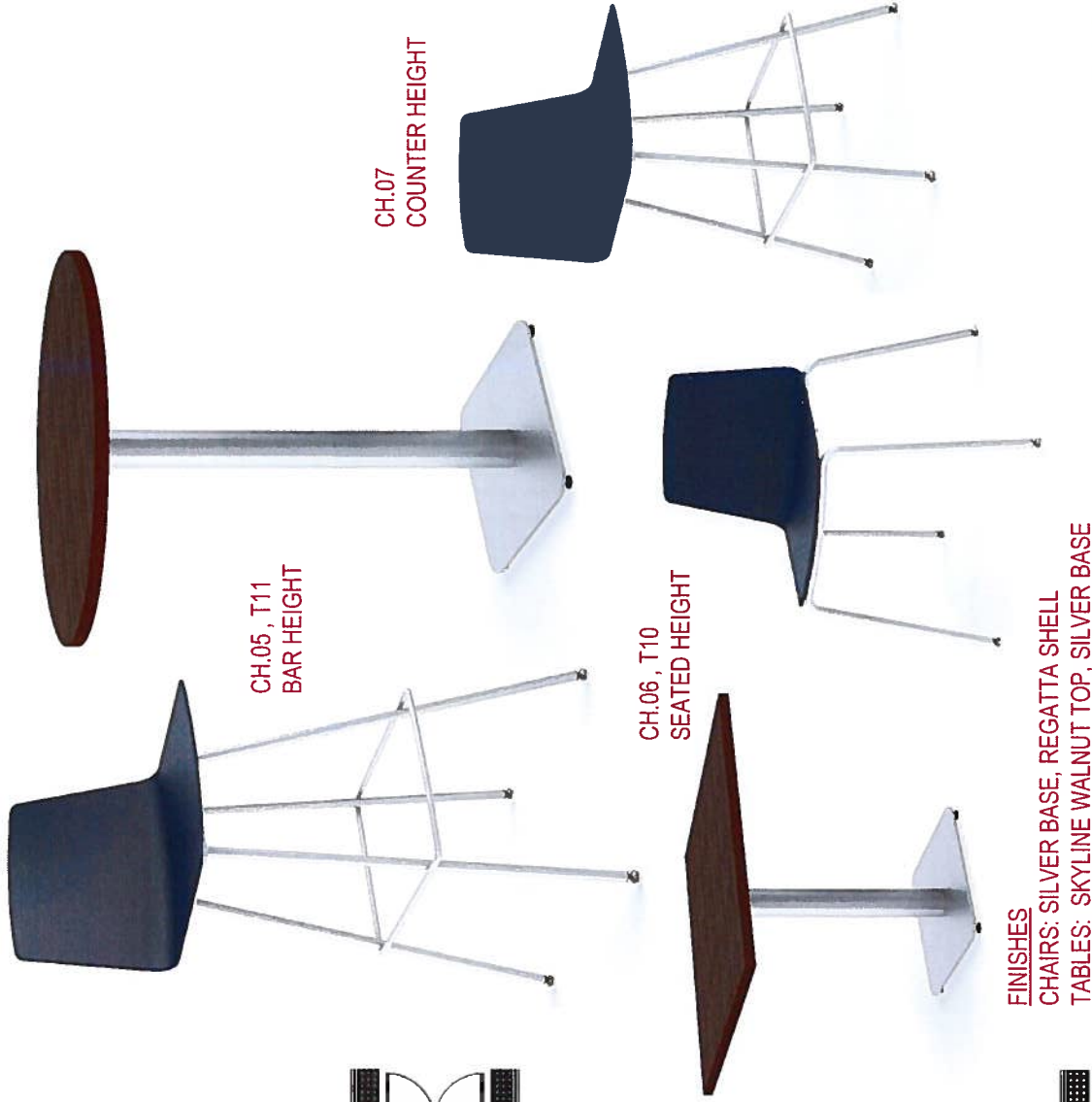


# CAFE

## VICINITY TABLES AND SEATING



T.10, T.11, CH.05, CH.06, CH.07



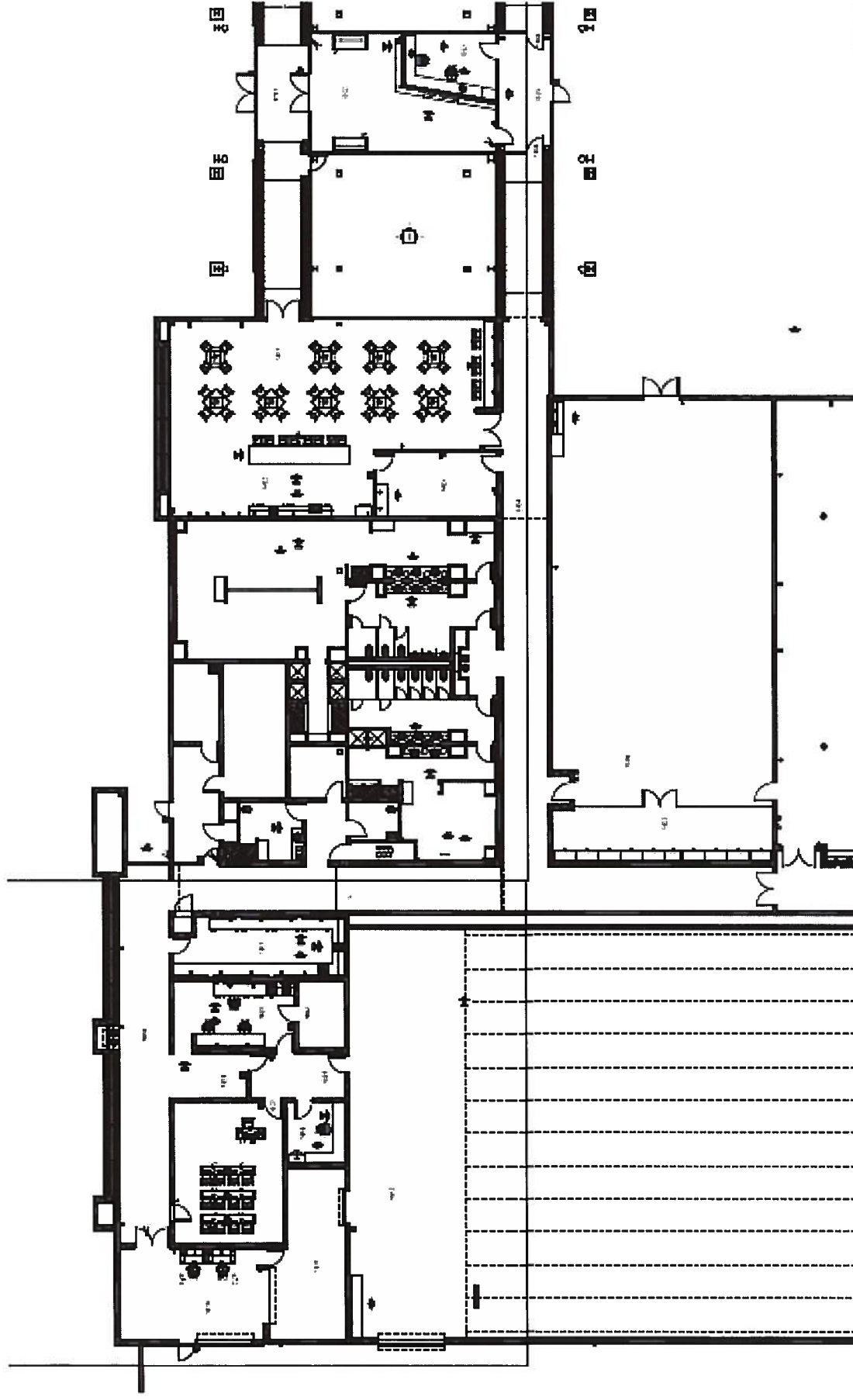
FINISHES  
CHAIRS: SILVER BASE, REGATTA SHELL  
TABLES: SKYLINE WALNUT TOP, SILVER BASE



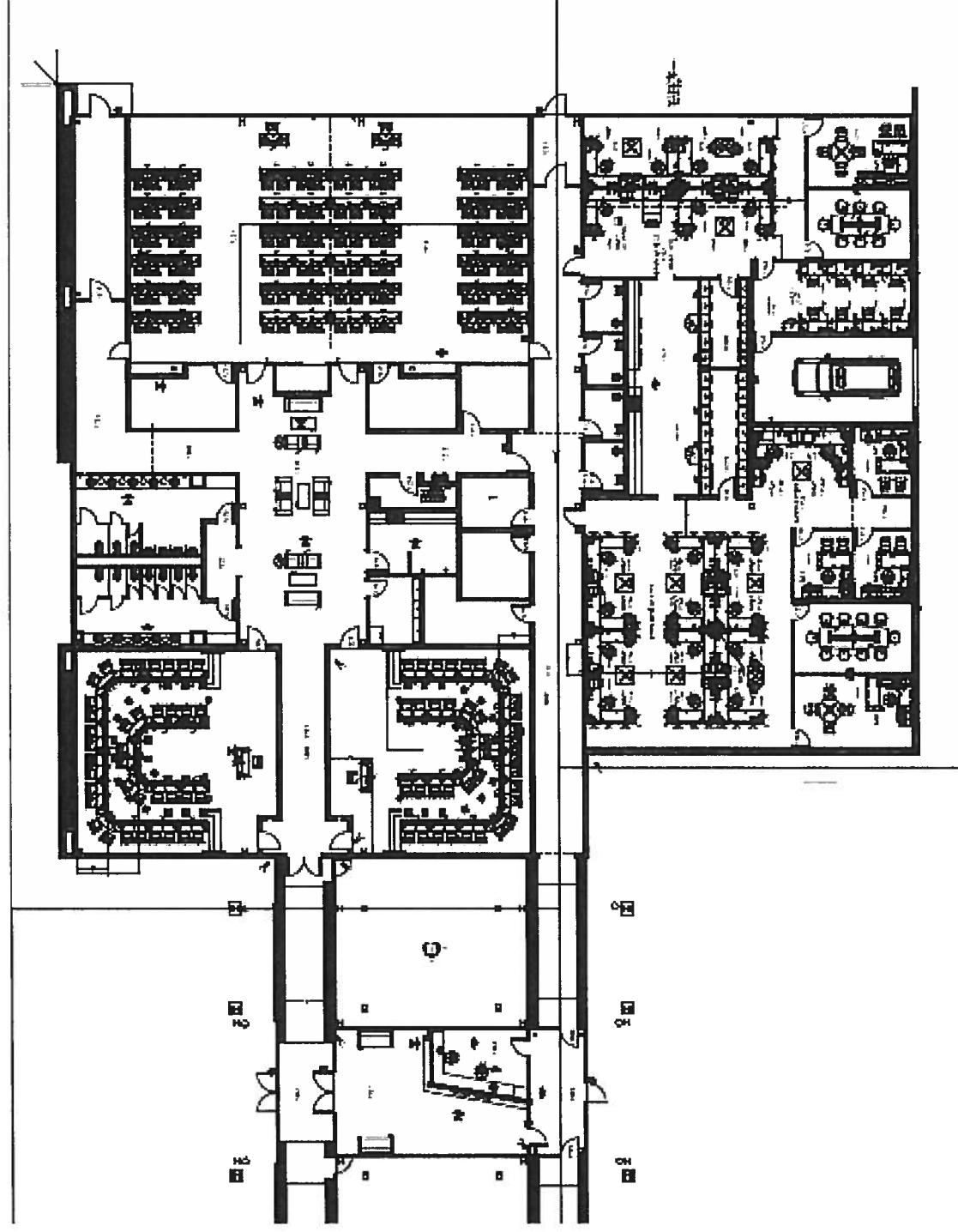
## OVERALL PLAN



OVERALL PLAN 1 of 2



# OVERALL PLAN 2 of 2





## AUSTIN BUSINESS FURNITURE



# 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 Business Furniture  
Austin, TX United States

Certificate Number:  
2017-296275

Date Filed:  
12/21/2017

Date Acknowledged:

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

City of Round Rock

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

Furniture for PSTC  
Office Furniture

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

5 Check only if there is NO Interested Party.



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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said John Fernal, this the 21<sup>st</sup> day of December, 2017, to certify which, witness my hand and seal of office.

Maria Garza Soto  
Signature of officer administering oath

Maria Garza Soto  
Printed name of officer administering oath

Office Manager  
Title of officer administering oath



# City of Round Rock

## Agenda Item Summary

**Agenda Number: F.8**

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**Title:** Consider a resolution authorizing the Mayor to execute an Agreement for Architectural Services and accompanying Supplemental Agreement No. 1 with PGAL, Inc. for the Library Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

**Dept Director:** Chad McDowell, General Services Director

**Cost:** \$2,738,000.00

**Indexes:** 2014 General Obligation Bonds

**Attachments:** Resolution, Exhibit A, Form 1295

**Department:** General Services Department

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### **Text of Legislative File 2018-5130**

On June 10, 2017 the City released a Request For Qualifications (RFQ) for Architectural Services to program and design the new 60,000 sf City of Round Rock Library and a structured 300 stall above or below ground parking garage. Seventeen Architectural Firms applied, comprised of both local and national talent in response to the RFQ. The City's selection committee scored and ranked the top three firms, of which PGAL ranked number one. After an extensive interview process, including meeting the development team and visiting existing library projects located in other cities designed by PGAL, the selection committee determined that PGAL was the best qualified team to program and design the new library. The selection committee unanimously agrees that the proposed Principal and Library Consultant has extensive knowledge and experience of designing libraries in line with the City of Round Rock's vision. Rounding out the team, the listed Consultants were experts in their respective fields and represented both cutting edge ideas and economical design. Staff recommends approval.

**Cost: \$2,738,000.00**

**Source of Funds: 2014 General Obligation Bonds**

**RESOLUTION NO. R-2018-5130**

**WHEREAS**, the City of Round Rock desires to retain professional architectural services and design services related to the construction of a new City of Round Rock Public Library, and

**WHEREAS**, PGAL, Inc. has submitted an Agreement for Architectural Services (“Agreement”) and Supplemental Agreement No. 1 to provide said services, and

**WHEREAS**, the City Council desires to enter into said Agreement and Supplemental Agreement No. 1 with PGAL, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Architectural Services for City of Round Rock Public Library Project and Supplemental Agreement No. 1 with PGAL, 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 25th day of January, 2018.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

# EXHIBIT

## "A"

### City of Round Rock Agreement for Architectural Services for City of Round Rock Public Library Project With PGAL, Inc.

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**AGREEMENT** made as of the \_\_\_\_\_ (\_\_\_\_\_) day of the month of January in the year Two Thousand Eighteen (2018).

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

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

and the Architect:

PGAL, Inc.  
3030 LBJ Freeway, Suite 1220  
Dallas, Texas 75234

For the following Project:

Professional architectural services and design services related to the construction of a new City of Round Rock Public Library.

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

The Owner and the Architect agree as follows:

#### **ARTICLE 1.1 INITIAL INFORMATION**

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

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

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

#### **1.1.2 PROJECT PARAMETERS**

**1.1.2.1** The objective or use is:

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

Construction of a new City of Round Rock Public Library consisting of an approximately sixty thousand (60,000) square foot facility and a parking garage to accommodate approximately three hundred (300) vehicles.

**1.1.2.2** The physical parameters are:

The Project is to be located on City-owned property at North Mays Street adjacent to the south bank of Brushy Creek in Round Rock, Texas.

**1.1.2.3** The Owner's Program is:

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

**Schedule**

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

**1.1.2.4** The financial parameters are as follows:

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

A. **Professional Services**

In consideration for the professional services to be performed by the Architect, the Owner agrees to pay the Architect a total sum not to exceed **Two Million Five Hundred Fifty-Three Thousand and no/100 Dollars (\$2,553,000.00)**. Said sum is a fixed not-to-exceed amount, and shall be paid as delineated in the attached Exhibit "A" which is incorporated herein by reference for all purposes. Such not-to-exceed sum includes amounts paid for Architect's services; for consultant fees for MEP engineers, structural engineers, civil engineers, and ADA consultants as needed.

B. **Reimbursable Expenses Allowance**

Payment for reimbursable expenses, including administrative charges and out-of pocket expenses, shall not exceed the maximum sum of **Eighty-Five Thousand and no/100 Dollars (\$85,000.00)**, and such amount is ***not included*** in the not-to-exceed total fee for Professional Services of **\$2,553,000.00**. Reimbursable expenses shall be paid as set forth herein and as in Exhibit "B."

Travel reimbursements may be made for meals, travel, lodging as follows:

- (1) all travel shall be in coach and not in business class;
- (2) toll road charges if provided with documentation of the date and time the toll charges were incurred;
- (3) lodging shall be in a standard room in a hotel located within Round Rock's City limits; and
- (4) meals shall be reimbursed at an amount not-to-exceed \$50.00 per day. This amount includes tips.

Travel reimbursements shall only apply to travel in excess of forty (40) miles. Architect is responsible for providing all receipts to Owner for the reimbursement of items set forth above. Receipts shall be provided to the Owner within sixty (60) days of the expenditure to qualify for reimbursement and shall provide enough detail for the Owner to determine the requested reimbursements meet the criteria set forth herein. It shall be in the sole discretion of the Owner to determine if expenses submitted by Architect are reasonable and qualify for reimbursement pursuant to the terms of the Agreement.

Cost of personal entertainment, amusements, alcoholic beverages, traffic citations, personal items or illegal activities will not be reimbursed. Expenses due to vacations or personal trips in conjunction with travel are not reimbursable. Adequate travel time is allowed, but travel expenses are not paid for absences not required by Owner business.

C. Additional Services

Additional services are defined as any services not included as part of the scope of work of the project including revisions to previously-approved plans that necessitate additional work for the Architect, substantive changes in Project scope, or additional work necessitated by unknown or reasonably unforeseen circumstances. The parties expressly agree that "Additional Services" as described in Exhibit "A" may be performed at the sole request of the Owner in an amount not-to-exceed One Hundred Thousand and No/100 Dollars (\$100,000.00). The Additional Services amount is **not included** in the not-to-exceed total fee for Professional Services of **\$2,553,000.00.** Any additional services not included in the \$100,000.00 contingency shall be performed under a supplemental agreement negotiated at a time subsequent to this Agreement.

**1.1.2.5** The time parameters are:

Services hereunder shall commence within ten (10) days upon receipt by the Architect of a Notice to Proceed from the Owner. Completion date shall be agreed upon by Owner and Architect and shall be incorporated in Exhibit "A." Other time parameters or adjustments to time parameters may be determined at a later date by mutual agreement of the parties.

**1.1.2.6** The proposed procurement or delivery method for the Project is: Competitive Sealed Proposal.

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

**1.1.3 PROJECT TEAM**

**1.1.3.1** The Owner's Designated Representatives are:

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

Richard Will, Project Manager  
General Services Department  
City of Round Rock  
212 Commerce Boulevard  
Round Rock, Texas 78664

**1.1.3.2** The Owner's consultants and contractors are:

Architect of Record / Prime Firm:

PGAL, Inc.

Consultants:

To be submitted to Owner and approved by Owner.

**1.1.3.3** The Architect's Designated Representative is:

PGAL, Inc  
Jeff D. Bulla, AIA, LEED AP  
3030 LBJ Freeway, Suite 1220  
Dallas, Texas 75234

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

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

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

## **ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES**

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

### **1.2.2 OWNER**

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

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

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

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

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



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

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

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

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

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

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

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

### **1.2.3 ARCHITECT**

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

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

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

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

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

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

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

## **ARTICLE 1.3 TERMS AND CONDITIONS**

### **1.3.1 COST OF THE WORK**

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

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

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

### **1.3.2 INSTRUMENTS OF SERVICE**

**1.3.2.1** Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely by the Owner. All of the Architect's designs and work product under this Agreement, including but not limited to Tracings, Drawings, Estimates, Specifications, Investigations, Studies and other documents, shall be the property of the Owner, to be used as the Owner desires; by execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, the Architect hereby conveys, transfers and assigns to the Owner all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project designs and work product developed under this Agreement. Copies may be retained by the Architect. The Architect shall be liable to the Owner for any loss or damage to any such documents while they are in the possession of or while being worked upon by the Architect or anyone connected with the Architect, including agents, employees, consultants or subcontractors. All documents so lost or damaged shall be replaced or restored by the Architect without cost to the Owner.

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

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

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

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

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

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

### **1.3.3 CHANGE IN SERVICES**

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

### **1.3.4 MEDIATION**

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

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

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

### **1.3.5 ARBITRATION**

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

### **1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

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

### **1.3.7 MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

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

**1.3.7.10.** 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 during the term of this contract. The signatory executing this Agreement on behalf of Architect verifies Architect does not boycott Israel and will not boycott Israel during the term of this Agreement.

### **1.3.8 TERMINATION OR SUSPENSION**

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

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

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

### **1.3.9 PAYMENTS TO ARCHITECT**

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

**1.3.9.2** Reimbursable Expenses, in an amount not to exceed **\$85,000.00**, are ***not included*** in the not-to-exceed sum for compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's employees and consultants directly related to the Project, as described in 1.1.2.4.B.

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

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

## **ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS**

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

**1.4.1.1** Architectural Services Agreement between Owner and Architect.

**1.4.1.2** Other documents as follows:

Exhibit “A” Proposal

Exhibit “B” Reimbursable Expense Allocation

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

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

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

**ARTICLE 1.5 COMPENSATION**

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

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

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

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

**[Signatures on the following page.]**

**OWNER**

**CITY OF ROUND ROCK, TEXAS**

By: \_\_\_\_\_  
Mayor, Craig Morgan

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

**FOR CITY, APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

**ARCHITECT**

**PGAL, Inc.**

By: JEFF D. PHILLIPS

Date: January 9, 2018

January 4, 2018

## Letter of Proposal for Professional Architectural & Engineering Services for the CITY OF ROUND ROCK PUBLIC LIBRARY

This Letter of Proposal is for professional architectural services by **PGAL** (the "Architect") for the **City of Round Rock** (the "City" and "Owner") for the new **Round Rock Public Library** – (the "Project").

### 1.0 PROJECT SCOPE

**1.1.** The Project scope includes comprehensive needs assessment, program development, design and construction administration for a new Public Library and Parking Garage to be located on City property at North Mays Street adjacent to the south bank of Brushy Creek.

**1.2.** The initial project information is established by the City's Statement of Work, revised September 27, 2017, which anticipates "a five-story, sixty-thousand (60,000) square foot facility consisting of three (3) levels that are twenty-thousand (20,000) square feet each and a two (2) story parking garage to accommodate approximately three-hundred (300) vehicles." For the purposes of this initial Proposal, the Statement of Work is modified as follows:

**1.2.1** Although the currently designated budget for the Cost of Work is \$20,000,000, the assumed Cost of Work is as follows:

60,000 SF	\$20,500,000
300 parking spaces x \$22,000 per space =	\$5,400,000
Total rough estimate =	\$25,900,000

**1.2.2** The Site is assumed to consist of the originally proposed site at 500 North Mays plus the additional site of 416/420 North Mays as well as the 2 potential RRISD parcels located adjacent to the west property line.

**1.3.** The project delivery method will utilize a general contractor selected using a Request for Competitive Sealed Proposals.

### 2.0 ARCHITECTURAL SERVICES

The Architect shall collaborate with the City as needed to provide the following professional services:

**2.1 Discovery and Programming** – The Architect and Library Consultant will work with the City to provide the following services:

**2.1.1 Kick Off Meeting:** We will review the contents and recommendations of the previously completed Needs Assessment, then meet with the Library and City staff to discuss those findings to ascertain their current relevancy. Working with the City, we will develop the stakeholder and

## Exhibit "A"



community engagement strategy and schedule desired tours of other Libraries.

**2.1.2 Optional - Pertinent Library Projects Listening Tour:** If desired, the Architect and Library Consultant will tour with City staff other recent and pertinent libraries that offer compelling similarities and opportunities to study design strategies that could inform the design of the RRPL. Not only will this allow City staff and other participants to form a shared vision for the new facility, it will allow everyone to develop a common understanding about current “state of the art” projects, observe what works and what doesn’t, and form a common background of experience that we all can draw from (and refer to) throughout.

**2.1.3 City Stakeholder Meetings:** We will hold a series of meetings over a two-day period to interview staff, Board, and other City departments as needed to determine programming needs and preferences. This will include a presentation and interactive discussion on library trends and best practices.

**2.1.4 Community Input Meetings:** We will facilitate up to 4 such meetings (Children, Seniors, Teens, Open Forum) over a two-day period to determine the community’s needs and preferences. This will also include a presentation and interactive discussion on library trends and best practices.

**2.1.5 Program Development Meeting:** We will meet with the Library and City staff to review the findings and begin the development of an initial program.

**2.1.6 Written Program:** We will create a written program of requirements listing the proposed activities and spaces, quantity and size, outdoor amenities, and other desired features. This will be submitted initially as a Rough Draft to the City’s Project Team for review and necessary revisions. Working with the City, we will develop Room Data Sheets for every proposed space in the facility, to be filled out by the City. These will be “live” documents available for continual updating during the evolution of the project up to and including the Design Development phase. The written Program will include:

- Site and building goals, challenges and opportunities
- Descriptions of programs and services
- Quantified list of spaces and their respective sizes
- Collection and Technology Data
- Functional adjacency requirements
- Amenities, ambiance and atmosphere
- Opportunities for branding and establishing identity
- HVAC, electrical and other building systems criteria
- Furniture and equipment required
- Custodial and maintenance issues
- Sustainable design goals and preferences
- Security requirements
- Other operational requirements
- Room Data Sheets

## Exhibit "A"

**2.1.7 Adjacency and Stacking Charrette:** We will hold a design charrette (a participatory, actual design session) with the City Project Team and other stakeholders if desired. This would take 2-3 hours. We will provide a “kit of parts” (program space cutouts to scale) and a site/building plan at the same scale, and engage them in the actual design of a new Library. It will allow the Project Team to set priorities, make compromises, and help determine a number of critical adjacency and vertical stacking relationships, public/private separation issues, operational strategies, relative location of spaces, etc.

**2.1.8 Initial Construction Cost Estimate:** At the conclusion of Programming, we will present budget scenarios with total square footage options times unit costs (\$/SF), based on research and experience with similar facilities. These scenarios will include budgets for sitework and “soft” costs and will give the City some flexibility in establishing or confirming an acceptable budget before design begins.

**2.1.9 Final Program Report:** We will compile the above information into a written, bound Final Program Report along with an Executive Summary slideshow presentation that we can deliver to the Board, City Council or other stakeholders as desired. We have include one day of such presentations.

**2.2 Schematic Design** – Continuing to work interactively with the City, the Architect will provide these services:

**2.2.1 Multiple Site/Floor Plan Options:** Based on the approved Program and the results of the Charrette, the Architect will develop multiple (at least 3) conceptual site/floor plan design options to review with the City. These will include stacked and “unstacked” options for the arrangement of the parking garage. We will meet with the City’s Project Team to present those alternatives. In a workshop setting, we will compare the benefits and liabilities of each option so that you will be able to make informed decisions about the concepts that will serve you best. If necessary, we will develop subsequent options for your review and approval.

**2.2.2 Multiple 3D Options:** Thereafter, we will further refine the selected scheme in plan and develop multiple (at least 3) 3-D design options for review with the City and stakeholders as desired. These options may explore different architectural styles for the building facades with regard to the project’s relationship to the architectural context of Round Rock, its history and downtown as well as the library’s role as an institution setting a standard for the next several decades.

**2.2.3 Furniture & Shelving Test Fit:** We will refine the floor plan by providing FF&E layouts in more detail for review and approval.

**2.2.4 Schematic Design Package:** A schematic design package will be provided for final review and approval by the City and will include:

- Site Plan in color
- Floor Plans in color, with furniture and equipment layouts
- 3-D Revit model showing exterior massing and materials
- Exterior elevations

## Exhibit "A"

- Computer 3-D Renderings of exterior views (at least 3)
- Computer 3-D Rendering of primary interior view
- Preliminary Finish Schedule
- Basis of Design Narrative for MEP and IT systems
- Project Cost Estimate

**2.3 Design Development** – The Architect will prepare Design Development documents for the City’s approval to illustrate more detailed development of the approved Schematic Design in order to establish and describe the size, scope, character, material composition, systems, and other features. This phase will include the integration of the various structural and MEP systems. Deliverables will include site plan, floor plans, RCP’s, sections, elevations, finish schedules, diagrammatic layouts of the building systems, preliminary specifications, preliminary Civil, Landscape, Structural, MEP and IT drawings, other details to describe the size and character of the Project, and an updated Cost Estimate. During this phase, the Architect will meet with the City bi-weekly (in person or via WebEx or similar remote conferencing as mutually determined) to facilitate project development and schedule adherence

**2.4 Construction Documents** - The Architect will prepare detailed Construction Documents, including drawings and specifications to be used for bidding and construction. The Architect will select interior finishes, patterns and colors, and prepare a presentation board for approval by the City. There will be interim review submittals at 50% and 90% completion, including the use of shared Bluebeam Revu collaboration for redlines and comments. An updated Cost Estimate will be provided with the 90% interim submittal. The Architect will meet with the City bi-weekly (in person or via WebEx or similar remote conferencing as mutually determined) to facilitate project development and schedule adherence.

**2.5 Bidding and Contract Award** – In this phase, the Architect will work with the City to craft the Request for Competitive Sealed Proposals to establish the City’s priorities for evaluation and selection of the general contractor, including development of an itemized bid breakdown form and unit cost schedules. We will issue the construction documents for bidding, address and issue addenda as required to clarify the Construction Documents and design intent. We will assist the City in review and scoring of the proposals, interviews of up to 3 proposers, selection of the Contractor, and final contract negotiations.

**2.6 Construction Administration** – The Architect will provide general administration of the Contract between the Owner and the Construction Manager as set forth in the current version of AIA Document A201.

**2.6.1** We will provide ongoing attendance at twice-monthly Progress Meetings, review submittals, process Applications for Payment, and all other duties described in the General Conditions of the Contract. We also make periodic visits during construction to observe the progress, craftsmanship, and quality of materials.

**2.6.2** At approximately 11 months after Substantial Completion, the Architect will provide a project “walk-through” with the City and

Contractor to identify any warranty related items that must be addressed.

**2.6.3** The Architect will provide the Revit model to the Contractor at the commencement of the Construction phase to facilitate coordination, construction submittals and submission of the As-Built Documentation. The Contractor will be responsible to utilize this model to take the Level of Development to the degree of complexity and detail established by the City in the RFCSP for final submission to the City for facility maintenance and as-built documentation.

**2.6.4** The Architect shall provide Construction Phase services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- Up to 2 reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor.
- Up to fifty-four (54) visits to the site by the Architect over the duration of the Project during construction, including attendance at twice monthly construction Progress Meetings, to review the progress and quality of work and to determine if work is proceeding in accordance with the Contract Documents.
- Up to two (2) observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- Up to one (1) observations for any portion of the Work to determine final completion.
- Up to sixty (60) days after the date of Substantial Completion of the Work or the originally scheduled date of Substantial Completion, whichever is earlier.

**2.7 Building Information Modeling:** The building will be designed utilizing using Autodesk Revit® Architecture Building Information Modeling (BIM) software to a 300 Level of Development. BIM shall be limited to overall building massing indicative of area, height, orientation and materials modeled in three dimensions or represented by other data and its use is restricted to the Architect and its Consultants for the purposes of internal coordination and conceptual presentation to the Owner. No other party may rely on the accuracy of the 3D Model for purposes beyond conceptual representation. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk.

**2.8 FF&E Design & Procurement Assistance** – The Architect and Interior Designer will provide the following services for the design and procurement of the furniture and shelving:

- Refine selected furniture layout.
- Provide chair and fabric samples for owner selection.
- Furniture showroom tours for office/workroom furniture.

- Provide furniture and equipment specification and schedules for bidding and/or state contract purchasing.
- Power/data/technology coordination
- Provide drawings and specifications for custom end panels
- Provide bid documents, answer questions and review bid and contract proposals
- Review shop drawings and answer questions during CA.
- Provide thematic design services for teen and/or children's areas.
- Coordinate installation schedule of furniture with general contractor and vendors.
- Participate in (2) punch list for FFE.
- Furniture specifications divided into appropriate bid/government contract schedules and coordinated with FFE specialist.
- Deliverables:
  - Furniture floor plans
  - Specification binder
  - Binder with fabric and finish selections
  - Cost estimates by area and schedule
  - Bid documents and/or proposals

**2.9 Signage and Graphics** – The Architect will provide design services to produce custom design, themed signage and graphics for the Project. Deliverables will include plans, schedules, elevations, illumination / electrical power requirements, detail drawings and specifications of interior and exterior signage and graphics.

**2.10 Civil Engineering and Surveying** – The Architect will provide Civil Engineering and Surveying services in accordance with Attachment A – 2P Consultants Civil & Surveying Proposal 01-05-18.

**2.11 Landscape Architectural Design** – The Architect will provide Landscape Architectural Design services in accordance with Attachment B – Coleman Landscape Architecture Proposal 12-20-17.

**2.12 Technology Consulting** – The Architect will provide design consulting services for Audio-Visual Systems, Structured Cabling Systems, and Building Security in accordance with Attachment C – Sextant Group Technology & Acoustics Proposal 01-04-18. Although not included at this time, the Acoustical Consulting Services listed in Attachment C may be provided as an Additional Service.

**2.13 Cost Estimating** – The Architect will provide Construction Cost Estimating services in accordance with Attachment D – APR Cost Estimating Proposal 12-19-17.

**2.14 Commissioning** – The Architect will provide “3<sup>rd</sup> Party” MEP Commissioning services in compliance with the fundamental requirements of the IECC 2015 as described in Attachment E – WSP Commissioning Proposal, 11-29-17, Article 2.0 Scope of Work: IECC 2015 MEP Commissioning (Cx) Services. Although not included at this time, any of the optional Commissioning Services listed in Attachment E may be provided as an Additional Service.

## Exhibit "A"

**2.15 Project Management Commitment** – The Project will be managed by PGAL Principal Jeff Bulla, AIA, LEED AP, who will lead the design team effort from notice-to-proceed to final completion. Mr. Bulla will substantially participate in all phases as follows:

- Programming and Needs Assessment: Although the Library Consultant, Maureen Arndt / 720 Design will lead this phase, Mr. Bulla will participate in a majority, if not all, programming sessions.
- Schematic Design and Design Development: Mr. Bulla will lead this phase and participate in all SD phase owner meetings and at least 75% of the DD meetings.
- Construction Documents: Mr. Bulla will participate in at least 60% of all CD phase owner meetings.
- Construction Administration: It is anticipated that Mr. Bulla will participate in at least one third of the CA phase progress meetings with the intention of attending the end-of-month pay application review meetings on a regular basis.

### 3.0 SCHEDULE

The Architect proposes the following design schedule, exclusive of any Client review time:

Discovery and Programming:	2 months
Schematic Design:	4 months
Design Development:	4 months
<u>Construction Documents:</u>	<u>8 months</u>
Total Design Duration:	18 months

A more in depth, deliverables-driven project schedule will be developed and reviewed with the Client prior to commencement of the Discovery and Programming Phase.

### 4.0 PROFESSIONAL FEES

**4.1.** For the services described, the Client shall compensate the Architect as follows:

Services	Total
Discovery & Programming	\$58,500
Architectural, Structural and MEP Design	\$2,029,335
FF&E Design & Procurement Assistance	\$116,000
Signage and Graphics	\$21,000
Civil Engineering and Surveying	\$132,000
Landscape Architecture	\$53,150
Technology Consulting	\$85,150
Cost Estimating	\$34,515
Commissioning	\$23,350
<b>Total Professional Fees</b>	<b>\$2,553,000</b>

- 4.2. Optional Fee for Pertinent Library Projects Listening Tour:** Should the Client desire to tour pertinent library projects with the Architect and Library Consultant, the Architect shall be compensated the following total amount per day plus reimbursable expenses:

**Add: \$3,080**

- 4.3. Optional Fee for Elevated Roof Garden:** Should the final Schematic Design consist of an elevated roof garden, the following additional fee shall be added to provide for the additional coordination, water-proofing and drainage system design:

**Add: \$35,000**

- 4.4. Optional Fee for Acoustical Consulting:** Should the final Schematic Design necessitate a need for specialized acoustical consulting as described in Attachment C – Sextant Group Technology & Acoustics Proposal 01-04-18, the following additional fee shall be added:

**Add: \$15,000**

- 4.5. Optional Fees for Optional Commissioning Services:** Should the Client desire, the following services may be added as described in Attachment E – WSP Commissioning Proposal:

**Option #1 – Enhanced MEP Commissioning: Add: \$6,550**

**Option #2 – Base Envelope Commissioning: Add: \$18,000**

**Option #3 – Enhanced Envelope Commissioning: Add \$21,500**

## **5.0 REIMBURSABLE EXPENSES**

- 5.1.** The Client shall reimburse the Architect and sub-consultants for actual expenditures made by the Architect in the interest of the Project. Reimbursable Expenses shall include:
- 5.1.1.** Transportation to and from the Project location including automobile mileage at prevailing rates, tolls and parking costs;
  - 5.1.2.** Out-of-town travel and subsistence;
  - 5.1.3.** Travel and subsistence related for the Pertinent Library Projects Listening Tour;
  - 5.1.4.** Reproductions, plots, reprographic services, standard form documents, postage, courier or express mail services required for the delivery of Instruments of Service;
  - 5.1.5.** Telecommunications expenses related to conference or video conferences such as GoToMeetings or WebEx;
  - 5.1.6.** Fees paid for securing approval of authorities having jurisdiction over the Project.

## **6.0 ADDITIONAL SERVICES**

- 6.1 Additional Owner Requested Site Visits:** Should additional Site visits be required during construction by the Architect, these will be charged at \$450 for Austin-based personnel. Additional visits by the Architect's Consultants will be charged at their hourly rates.
- 6.2 Compensation for Additional Services:** Compensation for other Additional Services shall be negotiated on a lump sum basis or provide on an hourly basis in accordance with the Consultant's current billing rate.
- 6.3 Scope Revisions:** Following prior written authorization and approval of Client, Architect shall be compensated to make revisions in drawings, specifications or other documents when such revisions are:
- necessitated by inconsistencies with approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or Project budget;
  - required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents;
  - necessitated because of significant changes in the Project and authorized by written Change Orders including, but not limited to, size, quality, complexity, the Client's schedule, or the method of bidding or negotiating and contracting for construction;
  - providing any other services not included herein or not customarily furnished in accordance with generally accepted architectural practice.
- 6.4** To the extent the Architect's services are affected, the Architect shall be compensated for Additional Services if the services covered by this Agreement have not been completed within Forty (40) months of the date of this Agreement, through no fault of the Architect.

## **7.0 EXCLUDED SERVICES**

It is agreed that the following services are not included herein at this time. If required, they may be added as an Additional Service:

- LEED Certification
- Items specifically exempted in attached Consultant Proposals
- Environmental Assessment
- Traffic Impact Studies
- Geotechnical investigation
- Materials Testing
- As-built drawings

## **8.0 MISCELLANEOUS PROVISIONS**

- 8.1 Project Contingency:** The Owner and the Architect agree that this is a one of a kind Project that constitutes a number of unique variables including but not limited to the site and setting, local environment, the context, program, budget, stakeholders involved, the set of consultants and team assembled, the Contractor, jurisdiction, timeframe, etc. Increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the



drawings and specifications prepared by the Architect; therefore, the final design and construction costs of the project may exceed the estimated or bid cost. The Owner agrees to set aside a reserve in the amount of 5% of the cost of the Project as a Contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or its consultants with respect to any increased costs within the Contingency because of such changes or because of claims made by the Contractor relating to such changes.

- 8.2 Statement of Jurisdiction:** In accordance with requirements of the Texas Board of Architectural Examiners (TBAE), the Architect makes the following Statement of Jurisdiction: "The TBAE has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas". The Board may be contacted as follows: 1) By mail: Texas Board of Architectural Examiners, P.O. Box 12337 Austin, TX 78711-2337; 2) In person: 333 Guadalupe, Suite 2-350 Austin, TX 78701-3942; 3) By telephone: 512/305-9000; 4) By fax: 512/305-8900; or 5) Via website: [www.tbae.state.tx.us](http://www.tbae.state.tx.us).

ROUND ROCK PUBLIC LIBRARY  
**REIMBURSABLE EXPENSE ESTIMATE**  
December 21, 2017

Typical Reimbursables:	Quantity	Cost Estimate	Extension	Assumptions
Printing for coordination, meetings, etc.			10,000	Bid documents issued electronically
Courier Fees (Client / Various Consultants)			1,000	
AIA Standard Documents			250	
TDLR Plan Review Fee			1,255	
TDLR Inspection Fee			1,055	
<b>Subtotal</b>			<b>\$13,560</b>	

	No. of Trips	IRS Std. Mileage	Extension
<b>PGAL Dallas Staff Mileage</b>		<b>380 Mi @ 0.545</b>	
Discovery and Programming	6	207	1,243
Schematic Design	6	207	1,243
Design Development	6	207	1,243
Construction Documents	6	207	1,243
Construction Admin. (1 x montly for 18 months)	18	207	3,728
Punch List and Closeout Trips	4	207	828
Additional Trips as needed	5	207	1,036
<b>Subtotal</b>	<b>51</b>		<b>\$10,562</b>

PGAL Dallas Overnight Travel Expenses	Item Cost	Quantity	Extension	
PGAL Dallas Round Rock Overnight Stay	\$200.00	10	\$2,000.00	Assumes meetings start at 9:00 am or later
Pertinent Library Projects Listening Tour	\$800.00	3	\$2,400.00	Assumes flight, hotel and food
<b>Subtotal</b>			<b>\$4,400.00</b>	

Sub-Consultant Reimbursables	Item Cost	Quantity	Extension	
720 Design			\$20,000.00	
720 Design Pertinent Library Projects Listening Tour	\$800.00	3	\$2,400.00	Assumes flight, hotel and food
Peal and Associates			\$0.00	
RLG Consulting Engineers			\$2,750.00	
Reed, Wells, Benson and Company			\$2,000.00	
The Sextant Group			\$11,600.00	
Coleman and Associates			\$4,000.00	will not include mileage
Aguirre Project Resources			\$0.00	
WSP USA Buildings Inc.			\$11,000.00	
<b>Subtotal</b>			<b>\$53,750.00</b>	

<b>TOTAL ESTIMATE</b>	<b>\$82,272</b>	<b>Max Reimb = \$85,000</b>
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**Exhibit "B"**

**SUPPLEMENTAL AGREEMENT NO. 1**

<b>CITY OF ROUND ROCK</b>	§	
	§	
<b>STATE OF TEXAS</b>	§	<b>KNOW ALL BY THESE PRESENTS:</b>
	§	
<b>COUNTY OF WILLIAMSON</b>	§	
<b>COUNTY OF TRAVIS</b>	§	

This document is entitled Supplemental Agreement No. 1, and it supplements “City of Round Rock Agreement for Architectural Services for City of Round Rock Public Library Project with PGAL, Inc.” for the following Project:

Professional architectural services and design services related to the following:

Construction of a new City of Round Rock Public Library consisting of an approximately sixty thousand (60,000) square foot building with a parking garage to accommodate approximately three hundred (300) vehicles.

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

This Supplemental Agreement No. 1 is made and entered into as of the same date of the Agreement it supplements, that being the \_\_\_\_\_ day of January, 2018, and likewise is by and between the same parties, those being the CITY OF ROUND ROCK, a home-rule municipal corporation of Williamson and Travis Counties, Texas (hereinafter referred to as “City” and/or “Owner”) and PGAL, Inc., with offices located at 3030 LBJ Freeway, Suite 1220, Dallas, Texas 75234 (hereinafter referred to as “Architect”).

**WITNESSETH:**

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

**WHEREAS**, total compensation for Architect’s services under this Agreement shall not exceed the following: **\$2,553,000.00**,

**WHEREAS**, payment for reimbursable expenses shall not exceed the maximum sum of **\$85,000.00** and is *not included* in the total compensation for services of \$2,553,000.00; and

**WHEREAS**, City may, at its sole discretion, request additional services not included in the scope of the Agreement in an amount not-to-exceed **\$100,000.00**, which amount is *not included* in the total compensation for services of \$2,553,000.00; and

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

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

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

## **ARTICLE I**

### **SCOPE OF SERVICES AND COMPENSATION**

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

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

Unless subsequently changed by additional Supplemental Agreement to this Agreement, duly authorized by City Council Resolution or City Manager action, Architect's total compensation hereunder shall not exceed **Two Million Five Hundred Fifty-Three Thousand and No/100 Dollars (\$2,553,000.00)**, *not including* a not-to-exceed amount of **Eighty-Five Thousand and No/100 Dollars (\$85,000.00)** for approved Reimbursable Expenses. These amounts represent the absolute limit of City's liability to Architect under this Agreement, unless same shall be changed by additional Supplemental Agreement hereto.

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

## **ARTICLE II**

### **ARCHITECT'S SERVICES**

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

Schedule in Microsoft Project or an alternative program approved by the City, shall be agreed upon by Architect and the City, and Architect agrees to use its best efforts to complete all services hereunder in accordance with such Performance Schedule. All services shall be performed to the highest professional standard.

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Architect shall provide administration of the Construction Contract as set forth in the Construction Documents, specifically the General and Supplementary General Conditions. Architect's assigned authority thereunder will not be substantially modified without Architect's written consent.
- (2) Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents will be in a form prepared or approved by

Architect and will include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

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

conformance of the work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of work to be completed or corrected. Field Reports of each visit shall be prepared by Architect and submitted to City. Architect shall employ reasonable measures to safeguard City against defects and deficiencies in the work of the Contractor. Architect shall not be responsible for the construction means, methods, techniques, sequences of procedures, nor for the safety precautions and programs employed in connection with the work. However, Architect will immediately inform Director whenever defects and deficiencies in the work are observed, or when any observed actions or omissions are undertaken by the Contractor which are not in the best interests of City and the Project.

- (11) Based on such observations at the site and on the Contractor's Application and Certificate for Payment, Architect shall determine, monthly, the amount owing to the Contractor and shall certify and forward the Contractor's Application and Certificate for Payment to Director for approval and payment. These certifications shall constitute a representation by Architect to City, based on observations at the site and other data comprising the application for payment, that the work has progressed to the point indicated; that to the best of Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning whole upon substantial completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to Project completion, and to any specific qualifications stated in the Certificate); and that the Contractor is entitled to payment in the amount certified.
- (12) Architect shall have authority to reject work which does not conform to the Contract Documents. Whenever Architect considers it necessary or advisable, Architect will have authority to require inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed. However, neither this authority of Architect nor a decision made in good faith either to exercise or not exercise such authority shall give rise to a duty or responsibility of Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the work.
- (13) Architect shall make recommendations on all claims and disputes of City or the Contractor relating to the execution and progress of the work or the interpretation of the Contract Documents, based upon such review and analysis by Architect as may reasonably be required. In the event of litigation, where Architect is named as an additional party with the City, such assistance will include the availability of knowledgeable witnesses in the employ of Architect for expert testimony.
- (14) Architect shall use its best efforts to promptly review and approve or reject shop drawings, product data and samples and other submissions of the Contractor for conformance only with the design concept of the Project and with the information given in the Contract Documents. Architect shall establish and implement precise procedures, to be approved by City's Director, for expediting the processing and approval of these submissions without delay. Prompt review by Architect of submissions is of prime importance to City and an absolute necessity under the time constraints of the Project.



- (15) Architect shall prepare Change Orders and/or Construction Change Directives to the construction contract, in six (6) copies, after review and approval by City. Each Change Order shall be specific and final as to prices and extensions of time, with no reservations or other provisions allowing for future additional money or time as a result of the particular changes identified and fully compensated in the Change Order. Architect's compensation for preparation of Change Orders, if any, shall be determined by Section 2.09(1) below.
- (16) Architect shall conduct inspections to determine the dates of substantial completion and final completion, shall receive written guarantees and related documents assembled by Contractor for submittal with the final Certificate of Payment, and shall prepare and present final Certificate for Payment to Director for City's approval and payment. In addition, Architect shall make inspection of the Project at least thirty (30) days before the expiration of the one (1) year warranty contained in the Contractor's Performance Bond.
- (17) Architect shall conduct regularly scheduled progress meetings with City, the Contractor and major Subcontractors. Minutes of same shall be prepared by Architect with copies submitted to City's Director.
- (18) Architect shall have authority to order minor changes in the construction work, consistent with the Contract Documents, and not involving an adjustment in the Contractor's bid price or an extension of the Project Schedule. Such changes shall be accomplished by Field Order. In addition, Architect may issue written Field Orders which interpret the Plans and Specifications, with copies submitted to City's Director.
- (19) Architect shall assemble and deliver to City a set of reproducible Record Construction Drawings showing significant changes in the work during the construction process and final location of mechanical and electrical service lines and outlets, based upon marked-up prints of drawings and other data furnished by the Contractor to Architect. Architect shall provide Record Construction Specifications which will identify the changes in the specifications on a sheet, which sheet will be inserted at the beginning of each section to which they pertain.
- (20) Architect shall obtain from the Contractor and forward to Owner the following: (1) consent of surety or sureties, if any, of reduction in or partial release of retainage or the making of final payment; and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying Owner against liens.

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

**2.08 Project Representation Beyond Basic Services.** In the event that circumstances should develop whereby continuous, full-time representation at the Project site is required, the conditions under which such representation shall be furnished and the Project Representatives selected, employed and directed

shall be governed by an additional written Supplemental Agreement between City and Architect.

**2.09 Additional Services.** Architect shall perform Additional Services, as requested by City, after a not-to-exceed amount has been mutually agreed upon in writing by Director and Architect. Architect shall not proceed until the appropriate Resolution or directive for such Additional Services has been delivered from the City Council or City Manager if the Additional Services are in excess of **One Hundred Thousand Dollars and No/100 (\$100,000.00)**. The following services are not covered under Article II, which defines and outlines Architect's Basic Services. If any of these Additional Services are authorized in writing by Director in advance of their performance, they shall be paid for in the manner agreed to at the time of authorization.

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

### **ARTICLE III** **CITY'S RESPONSIBILITIES**

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

**3.02 Designate representatives.** City shall designate, when necessary, representatives authorized to act in its behalf. City shall examine documents submitted by Architect and render decisions pertaining

thereto promptly to avoid unreasonable delay in the orderly progress of Architect's work.

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

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

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

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

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

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

**4.02 Procedures if Bid(s) Exceed Budgeted Construction Costs.** If the lowest responsible bid exceeds its portion of the fixed limit of total Budgeted Construction Cost for the Project, City at its option may either (1) give written approval of an increase in such fixed limit, with no obligation to increase Architect's fee, or (2) authorize rebidding within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3), if the lowest responsible bid exceeds the Budgeted Construction Cost by more than ten (10%), Architect, without additional charge, shall immediately modify the Drawings and Specifications as necessary to bring the Project cost within the budgeted fixed limit, or within any higher fixed limit subsequently authorized by City. Providing this service shall be the limit of Architect's responsibility in this regard, and having done so, Architect shall be entitled to his fees in accordance with this Agreement. If the lowest responsible bid is within ten percent (10%) of the Budgeted Construction Cost, the Architect shall, upon the City's request and as an Additional Service, make revisions to Drawings and Specifications to reduce the Probable Construction Cost. However, when the excess is due to changes initiated by Architect in scope, basic systems or the kinds and quality of materials, finishes or equipment, Architect shall make revisions at no additional cost to City.

**ARTICLE V**  
**REIMBURSABLE EXPENSES**

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

**ARTICLE VI**  
**PAYMENTS TO THE ARCHITECT**

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

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

**6.02 Reimbursable Expenses.** Payments for authorized Reimbursable Expenses for Architect, as hereinbefore referred to and in an amount not to exceed **\$85,000.00**, shall be made following presentation, review and approval of Architect's detailed invoice in triplicate.

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

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

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

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

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

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

## **ARTICLE VII** **ARCHITECT'S ACCOUNTING RECORDS**

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

## **ARTICLE VIII** **TERMINATION AND DEFAULT**

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

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

## **ARTICLE IX** **GENERAL, SUPPLEMENTARY AND SPECIAL CONDITIONS;** **CONTRACT ADMINISTRATION**

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

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

**ARTICLE X**  
**RESPONSIBILITY FOR WORK, INDEMNIFICATION AND INSURANCE**

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

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

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

- (1) City promptly notifies Architect in writing of the claim; and
- (2) Architect has control of settlement negotiations.
  - (a) The City Attorney of City shall be kept informed of settlement negotiations, and shall execute any settlement agreement reached by Architect on City's behalf.
  - (b) Architect's indemnification under this section is conditioned on City's agreement that if any of the designs, plans or specifications, become, or in Architect's opinion are likely to become, the subject of such a claim, City will permit Architect, at Architect's option and expense, either to procure the right for City to continue using the designs, plans or specifications or to replace or modify the same so that they become non-infringing; and if neither of the foregoing

alternatives is available on terms which are reasonable in Architect's judgment, City, to the extent City is legally able to do so, will cease using the designs, plans or specifications on written request of Architect, in which instance City has the sole option to either require Architect to perform new design work at Architect's sole expense, or to terminate this Agreement.

- (c) Architect has no liability under this section for any claim of infringement based upon the modification or alteration of the designs, plans or specifications prepared under this Agreement subsequent to the Project by City, or by any engineering consultant subsequently employed by City.
- (d) The foregoing states the entire obligation of Architect with respect to infringement of patents and copyrights.

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

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

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

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

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

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

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

- (2) Companies issuing the insurance policies shall have no recourse against City for payment of any premiums or assessments for any deductibles which all are at the sole responsibility and risk of Architect.

- (3) The Term “City” or “City of Round Rock” shall include all authorities, Boards, Commissions, Departments, and officers of City and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the City of Round Rock.
- (4) The policy clause “Other Insurance” shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City’s Self-Insured Retentions of whatever nature.

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

## **ARTICLE XI**

### **COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES, ETC.**

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

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

## **ARTICLE XII**

### **TERM**

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

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

## **ARTICLE XIII**

### **FINANCIAL INTEREST PROHIBITED, CONFIDENTIALITY**

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



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

#### **ARTICLE XIV** **GENERAL PROVISIONS**

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

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

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

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

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

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

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

and to:

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

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

PGAL, Inc.  
3030 LBJ Freeway, Suite 1220  
Dallas, Texas 75234

**IN WITNESS WHEREOF**, the City of Round Rock has caused this Contract to be signed in its corporate name by its Mayor, duly authorized to execute the same in its behalf by Resolution No. \_\_\_\_\_ approved by the City Council on January 25, 2018, and PGAL, Inc. signing by and through its duly authorized representative, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions of this Contract.

**CITY OF ROUND ROCK, TEXAS**

**PGAL, Inc.**

By: \_\_\_\_\_  
Craig Morgan, Mayor

By: JEFF D. MILLAM

Date: \_\_\_\_\_

Date: January 9, 2018

**ATTEST:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

**FOR CITY, APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

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

PGAL, Inc.  
Dallas, TX United States

**Certificate Number:**  
2018-301887

**Date Filed:**  
01/12/2018

**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

**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.**

NA  
Round Rock Public Library

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Brown, Kenneth	Alexandria, VA United States	X	
	Linville, Jack	Houston, TX United States	X	
	Weiner, Jeffrey	Houston, TX United States	X	
	Nestler, Ian	Boca Raton, FL United States	X	
	Andrews, David	Houston, TX United States	X	
	Gerber, Jeffrey	Houston, TX United States	X	

**5 Check only if there is NO Interested Party.**

☐**6 UNSWORN DECLARATION**

My name is Jeff D. Bulla, and my date of birth is March 24, 1961.

My address is 3030 LBJ Frwy, Suite 1220, Dallas, TX, 75234, 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 Texas, on the 12 day of 01, 2018.  
(month) (year)

*JEFF D. BULLA m*

Signature of authorized agent of contracting business entity  
(Declarant)



# City of Round Rock

## Agenda Item Summary

**Agenda Number: F.9**

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**Title:** Consider a resolution authorizing the Mayor to submit a grant application to the Capital Area Metropolitan Planning Organization (CAMPO) 2019-2022 Program Call, for funds to reconstruct Kenney Fort Boulevard as a six-lane urban section.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

**Dept Director:** Gary Hudder, Transportation Director

**Cost:**

**Indexes:**

**Attachments:** Resolution

**Department:** Transportation Department

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### **Text of Legislative File 2018-5120**

Consider a resolution that expresses the Council's wishes to seek funding from CAMPO's 2019-2022 Project Call, for the Kenney Fort Boulevard Segment 2 & 3 from Forest Creek Dr. to SH 45 to be constructed as a six-lane urban section.

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 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 hereby authorizes the Mayor to execute any relevant agreements that may come from this Program Call. The associated funding will be determined as any agreement is executed with this resolution, those exact costs will be determined in the process and brought to council at a later date for approval.



**RESOLUTION NO. R-2018-5120**

**WHEREAS**, the Capital Area Metropolitan Planning Organization (“CAMPO”) has opened a 2019 – 2022 Program Call for transportation funding available thru the Federal Surface Transportation Block Grant (STBG) program; and

**WHEREAS**, the City of Round Rock (“City”) has adopted a 2017 Transportation Master Plan including the segment of Kenney Fort Boulevard from Forest Creek Drive to SH 45; and

**WHEREAS**, the City is seeking funding from CAMPO’s 2019–2022 Project Call, for the Kenney Fort Boulevard segment to be constructed as a six-lane urban section; and

**WHEREAS**, the City Council authorizes the Mayor to execute any relevant agreements that may come from this Program Call; and

**WHEREAS**, the City Council certifies that matching funding is available, Now Therefore

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

That the Council hereby supports this application for funding; and

**BE IT FURTHER RESOLVED**

That the Mayor is hereby authorized and directed to execute on behalf of the City any relevant agreements that may come from this Program Call.

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 25th day of January, 2018.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk



# City of Round Rock

## Agenda Item Summary

**Agenda Number: F.10**

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**Title:** Consider a resolution authorizing the Mayor to submit a grant application to the Capital Area Metropolitan Planning Organization (CAMPO) 2019-2022 Program Call, for funds to reconstruct University Boulevard as a four-lane rural section.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

**Dept Director:** Gary Hudder, Transportation Director

**Cost:**

**Indexes:**

**Attachments:** Resolution

**Department:** Transportation Department

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### **Text of Legislative File 2018-5121**

Consider a resolution that expresses the Council's wishes to seek funding from CAMPO's 2019-2022 Project Call, for University Blvd from A.W. Grimes (FM 1460) to CR 110 to be re-constructed as a four-lane arterial section.

The University Boulevard corridor is an important east /west transportation artery in Round Rock. This arterial roadway has been identified in the City's Master Transportation Plan as a corridor that is essential to the city's long term growth and continued prosperity. This roadway improvement will provide increased mobility as well as enhance the driving experience in Round Rock. Mobility will be increased by providing additional capacity to this existing 2-lane roadway.

This resolution hereby authorizes the Mayor to execute any relevant agreements that may come from this Program Call. The associated funding will be determined as any agreement is executed with this resolution, those exact costs will be determined in the process and brought to council at a later date for approval.



## **RESOLUTION NO. R-2018-5121**

**WHEREAS**, the Capital Area Metropolitan Planning Organization (“CAMPO”) has opened a 2019 – 2022 Program Call for transportation funding available thru the Federal Surface Transportation Block Grant (STBG) program; and

**WHEREAS**, the City of Round Rock (“City”) has adopted a 2017 Transportation Master Plan including the segment of University Boulevard from A.W. Grimes (FM 1460) to CR 110; and

**WHEREAS**, the City is seeking funding from CAMPO’s 2019–2022 Project Call, for the University Boulevard segment from A.W. Grimes to CR 110 to be re-constructed as a four-lane rural section; and

**WHEREAS**, the City Council authorizes the Mayor to execute any relevant agreements that may come from this Program Call; and

**WHEREAS**, the City Council certifies that matching funding is available, Now Therefore

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

That the Council hereby supports this application for funding; and

**BE IT FURTHER RESOLVED**

That the Mayor is hereby authorized and directed to execute on behalf of the City any relevant agreements that may come from this Program Call.

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 25th day of January, 2018.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** F.11

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**Title:** Consider a resolution authorizing the Mayor to submit a grant application to the Capital Area Metropolitan Planning Organization (CAMPO) 2019-2022 Program Call, for funds to reconstruct Gattis School Road as a six-lane urban section.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

**Dept Director:** Gary Hudder, Transportation Director

**Cost:**

**Indexes:**

**Attachments:** Resolution

**Department:** Transportation Department

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### **Text of Legislative File 2018-5122**

Consider a resolution that expresses the Council's wishes to seek funding from CAMPO's 2019-2022 Project Call, for the Gattis School Road segment from Red Bud Lane to Via Sonoma Trail to be re-constructed as a six-lane urban section.

The Gattis School Rd corridor is an important east /west transportation artery in Round Rock. This arterial roadway has been identified in the city's Master Transportation Plan as a corridor that is essential to the city's long term growth and continued prosperity. This roadway improvement will provide increased mobility as well as enhance the driving experience in Round Rock. Mobility will be increased by providing additional capacity on this 4-lane roadway.

This resolution hereby authorizes the Mayor to execute any relevant agreements that may come from this Program Call. The associated funding will be determined as any agreement is executed with this resolution, those exact costs will be determined in the process and brought to council at a later date for approval.

## **RESOLUTION NO. R-2018-5122**

**WHEREAS**, the Capital Area Metropolitan Planning Organization (“CAMPO”) has opened a 2019 – 2022 Program Call for transportation funding available thru the Federal Surface Transportation Block Grant (STBG) program; and

**WHEREAS**, the City of Round Rock (“City”) has adopted a 2017 Transportation Master Plan including the segment of Gattis School Road from Red Bud Lane to Mays Street; and

**WHEREAS**, the City is seeking funding from CAMPO’s 2019–2022 Project Call, for the Gattis School Road segment from Red Bud Lane to Via Sonoma Trail to be re-constructed as a six-lane urban section; and

**WHEREAS**, the City Council authorizes the Mayor to execute any relevant agreements that may come from this Program Call; and

**WHEREAS**, the City Council certifies that matching funding is available, Now Therefore

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

That the Council hereby supports this application for funding; and

**BE IT FURTHER RESOLVED**

That the Mayor is hereby authorized and directed to execute on behalf of the City any relevant agreements that may come from this Program Call.

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 25th day of January, 2018.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** F.12

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**Title:** Consider a resolution extending support to the Texas Department of Transportation for CAMPO funding to develop and construct improvements to RM 1431.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

**Dept Director:** Gary Hudder, Transportation Director

**Cost:**

**Indexes:**

**Attachments:** Resolution, 2019-2022 Project Call

**Department:** Transportation Department

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### Text of Legislative File 2018-5134

Consider a resolution that expresses support to reconstruct RM 1431 a State roadway within the city's corporate limits, the portion of RM 1431 from Sam Bass Road to IH 35.

The RM 1431 corridor is an important east /west transportation artery in Round Rock. This State roadway has been identified in the city's Master Transportation Plan as a corridor that is essential to the city's long term growth and continued prosperity. This roadway improvement will provide increased mobility as well as enhance the driving experience in Round Rock. Mobility will be increased by providing additional capacity on this 4-lane roadway.

This resolution hereby intends to extend support to the Texas Department of Transportation regarding TxDOT's effort to gain CAMPO funding to develop and construct improvements to RM 1431. 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-2018-5134**

**WHEREAS**, the City of Round Rock (“City”) expresses support to reconstruct RM 1431, a State roadway within the city’s corporate limits, a portion of RM 1431 from Sam Bass Road to IH 35; and

**WHEREAS**, the State is seeking funding from CAMPO’s 2019–2022 Project Call under Category 2, these roadway improvements are called for in the City’s 2017 Transportation Master Plan (TMP); and

**WHEREAS**, the City Council wishes to extend support to TxDOT for development and implementation of these roadway improvements, Now Therefore

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

That the Council hereby intends to extend support to the Texas Department of Transportation regarding TxDOT’s effort to gain CAMPO funding to develop and construct improvements to RM 1431.

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 25th day of January, 2018.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk



# City of Round Rock

## Agenda Item Summary

**Agenda Number:** F.13

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**Title:** Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Aguirre & Fields, LP for the Logan Street Connection Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

**Dept Director:** Gary Hudder, Transportation Director

**Cost:** \$446,400.37

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

**Attachments:** Resolution, Exhibit A, Form 1295

**Department:** Transportation Department

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### Text of Legislative File 2018-5123

Consider a Resolution authorizing the Mayor to execute a contract with Aguirre & Fields, LP that tasks the company to provide engineering services required for the preparation of plans, specifications and estimates (PS&E) and related supporting documents for the construction of a segment of Logan Street in Round Rock, TX on new location. The project limits will begin at Greenlawn Boulevard and end at A.W. Grimes Boulevard with transitions as necessary beyond those intersections to accommodate the traffic control plan or other miscellaneous work. These services include preparing roadway design, hydrologic and hydraulic design, structural design, illumination, environmental documentation, public involvement, geotechnical investigation and survey necessary to support the design process. These services also include providing support for the project bidding and a modest amount of construction services if necessary during the construction process.

This segment of Logan Drive is a missing link in the existing roadway system and will provide an important connection for a east/west roadway in Round Rock. This connection is identified in the City's 2017 Transportation Master Plan and is proposed to be constructed in accordance with that document. The proposed section will be a 40' urban roadway pavement section. This roadway section will increase mobility as well as the driving experience for many who will utilize this connection.

The contract cost is \$446,400.37 and the proposed contract time will expire on September 20, 2019.



**Cost: \$446,400.37**

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

**RESOLUTION NO. R-2018-5123**

**WHEREAS**, the City of Round Rock desires to retain engineering services for the Logan Street Connection Project; and

**WHEREAS**, Aguirre & Fields, LP has submitted a Contract for Engineering Services to provide said services; and

**WHEREAS**, the City Council desires to enter into said contract with Aguirre & Fields, LP,  
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 Aguirre & Fields, LP for the Logan Street Connection 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 25th day of January, 2018.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk

# EXHIBIT

## "A"



### CITY OF ROUND ROCK CONTRACT FOR ENGINEERING SERVICES

**FIRM:** AGUIRRE & FIELDS, LP ("Engineer")

**ADDRESS:** 12708 Riata Vista Circle, Suite A-109, Austin, TX 78727

**PROJECT:** Logan Street Connection

**THE STATE OF TEXAS**

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§

**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 the Engineering Services performed and to be performed under this Contract.

The amount payable under this Contract, without modification of the Contract as provided herein, is the sum of Four Hundred Forty-Six Thousand Four Hundred and 37/100 Dollars (\$446,400.37) as shown in Exhibit D. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by City.

Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

The fee herein referenced may be adjusted for additional Engineering Services requested and performed only if approved by written Supplemental Contract.

#### **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:

Gerald Pohlmeier  
Project Manager  
2008 Enterprise Drive  
Round Rock, TX 78664  
Telephone Number (512) 218-5589  
Fax Number (512) 218-5536  
Email Address gpohlmeier@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:

John Mutchler, PE  
Project Manager  
12708 Riata Vista Circle, Suite A-109  
Austin, TX 78727  
Telephone Number (512) 609-1512  
Fax Number (512) 610-8903  
Email Address John.mutchler@aguirre-fields.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 reasonable and necessary cost to City of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to City of the Engineering Services performed at the time of default.

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

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

## **ARTICLE 21**

### **COMPLIANCE WITH LAWS**

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

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**(2) Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. City is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## **ARTICLE 22**

### **INDEMNIFICATION**

Engineer shall save and hold harmless City and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Contract, which are caused by or which result from the negligent error, omission, or negligent act of Engineer or of any person employed by Engineer or under Engineer's direction or control.

Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reimbursement of reasonable attorney's 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:**

John Mutchler, PE  
Project Manager  
12708 Riata Vista Circle, Suite A-109  
Austin, TX 78727

**ARTICLE 33**  
**GENERAL PROVISIONS**

**(1) Time is of the Essence.** Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies.

**(2) Force Majeure.** Neither City nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

**(4) Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.



**(5) Opinion of Probable Cost.** Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

**(6) Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

### **ARTICLE 34** **SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing City to enter into this Contract.

**IN WITNESS WHEREOF**, the City of Round Rock has caused this Contract to be signed in its corporate name by its duly authorized City Manager or Mayor, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Craig Morgan, Mayor

\_\_\_\_\_  
Stephan L. Sheets, City Attorney

**ATTEST:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

AGUIRRE & FIELDS, LP

By: \_\_\_\_\_  
Signature of Principal  
Printed Name: \_\_\_\_\_

### **LIST OF EXHIBITS ATTACHED**

- |               |                           |
|---------------|---------------------------|
| (1) Exhibit A | City Services             |
| (2) Exhibit B | Engineering Services      |
| (3) Exhibit C | Work Schedule             |
| (4) Exhibit D | Fee Schedule              |
| (5) Exhibit E | Certificates of Insurance |

# EXHIBIT A

## City Services

The City of Round Rock will provide the following items/information for the Engineer under this agreement:

**1) Route and Design Studies (FC 110)**

- i) Provide preferred design concept to be used in detailed design.
- ii) Provide as-built plans for utilities and public facilities within and adjacent to the project limits.

**2) Right-of-Way Data (FC 130)**

- i) Provide dedicated Rights-of-Way (ROW) parcel sketches, plats and field notes.
- ii) Assist with Rights-of-Entry (ROE) for all adjacent properties if initial request is denied.
- iii) Conduct all ROW appraisals and acquisitions. None anticipated at this time.
- iv) Coordination for any temporary construction easements.
- v) Coordination for any drainage easements.
- vi) Coordination with utility adjustments and proposed relocation plans.

**3) Field Surveying (FC 150)**

- i) Provide survey control points such as horizontal control points, benchmark elevations and descriptions for vertical control.

**4) Roadway Design Controls (FC 160)**

- i) Provide Plans, Specifications and Estimate (PS&E) package checklists for use by the Engineer.
- ii) Provide Traffic Impact Analysis (if applicable).
- iii) Provide review/approval of pavement design.
- iv) Provide current versions of City Specifications, Standards and General Notes.
- v) Provide copies of preferred City Details to be included in the plans.
- vi) Provide approval of geometric layout prior to the commencement of design.

**5) Drainage (FC 161)**

- i) Provide record drawings for the Dry Branch Tributary 1 channel improvements.

**6) Miscellaneous (FC 163)**

- i) Provide example Estimates and hard copy documentation for the Engineer's use in preparing the Estimate, General Notes and Specifications.
- ii) Provide direction for the creation of Design Cross Sections

**7) Wastewater Design (FC 163)**

- i) Provide the Engineer with timely reviews and decisions to enable the Engineer to maintain the project schedule.
- ii) City Utility Engineer to provide As-Built plans and calculations as needed for Wastewater Design (if available).

**8) Project Management and Administration (FC 164)**

- i) Provide timeline/schedule confirmation for milestone submittals.
- ii) Provide the Engineer with timely reviews and decisions to enable the Engineer to maintain the project schedule.

- iii) Provide agreements with utility and property owners for all necessary off-site improvements.
- iv) Meet with the Engineer on an as-needed basis.
- v) Provide payment of all associated application and review fees required for jurisdictional approval of the project.
- vi) Provide authorized City staff signature for any required TCEQ application and/or other jurisdictional application submittal required in support of the project. (if available).

## **EXHIBIT B**

### **Engineering Services**

This contract consists of providing engineering services required for the preparation of plans, specifications and estimates (PS&E) and related supporting documents for the construction of Logan Street in Round Rock, TX on new location. The project limits will begin at Greenlawn Boulevard and end at A.W. Grimes Boulevard with transitions as necessary beyond those intersections to accommodate the traffic control plan or other miscellaneous work. Logan Street will consist of an average 65 foot right-of-way, 37 feet of pavement, a bridge structure, retaining walls, curb and gutter, a sidewalk on both sides of the road, illumination and landscaping as necessary to revise or tie into existing trail and landscaping. These services include preparing roadway design, hydrologic and hydraulic design, structural design, environmental documentation, public involvement, geotechnical investigation and survey necessary to support the design process. These services will include utility identification, the development of a utility conflict matrix and attendance at the city's monthly utility coordination meeting as necessary. These services include utility conflict coordination assistance but any new utility or utility relocation services are not included.

#### **1. Route and Design Studies (FC 110)**

- i. The Engineer shall collect, review and evaluate the data described below. The City will be notified in writing whenever the Engineer finds disagreement with the information or documents.
  - a. Data from the City, including "as-built plans", right-of-way maps, and existing easements.
  - b. The Engineer shall conduct field reconnaissance and collect data including a photographic record.
- ii. The Engineer shall develop roadway design criteria based on current City of Round Rock and TxDOT design guidelines.
- iii. The Engineer shall develop a preliminary cost estimate using current pricing for relative construction items (City of Round Rock/TxDOT)
- iv. The Engineer will collect and review readily available flood plain information and studies from the Federal Emergency Management Agency (FEMA), the U. S. Army Corps of Engineers (USACE), the State and other governmental agencies in addition to that provided by the City of Round Rock.
- v. Design Concept Conference (DCC) – Schedule and attend two Design Concept Conferences with the City once the Public Involvement and Outreach Process (meeting 1 post 30% and meeting 2 post 60%) has been completed, and public comments and attendance are documented. The purpose of this meeting will be to discuss any revisions or updates to the design prior to developing the 60% and 95% plans respectively. The Engineer shall provide someone to take notes during the meeting.

#### **2. Geotechnical Investigation and Field Work (FC 110)**

- i. The Engineer shall determine the location of proposed three soil borings for bridge, retaining wall, and pavement design, in accordance with the latest edition of the State's Geotechnical Manual. The City will review and provide comments for a boring layout submitted by the Engineer showing the general location and depths of the proposed borings. Once the Engineer receives the City's review comments they shall perform soil borings (field work), soil testing and prepare the boring logs in accordance with the latest edition of the State's Geotechnical Manual and the State's procedures and design guidelines.
- ii. The Engineer shall provide a signed, sealed and dated geotechnical report which contains but is not limited to soil boring locations, boring logs, laboratory test results, generalized

subsurface conditions, ground water conditions, analyses and recommendations for settlement and slope stability of the earthen embankments, skin friction tables and design capacity curves including skin friction and point bearing, and pavement design. The skin friction tables and design capacity curves should be present for piling and drilled shaft foundation.

- iii. The Engineer shall perform scour analysis to include Grain Size distribution curves with D50 value.

### **3. Social, economic and Environmental Studies (FC 120)**

- i. Technical reports or memorandums that addresses the Antiquities Code of Texas, Section 404 of the Clean Water Act, threatened and endangered species, and potential hazardous materials issues will be prepared for the project to address environmental compliance.
  - a. Texas Antiquities Code (Archeology) - The proposed facility is located within property owned or controlled by the City of Round Rock, therefore, the project is subject to the provisions of the Antiquities Code of Texas (ACT). The ACT applies to political subdivisions of the state of Texas, defined as a “local governmental entity created and operating under the laws of this state, including a city, county, school district, or special district created under the Texas Constitution, Article III, §52(b)(1) or (2), or Article XVI, §59” in 13 TAC §26.5 (i.e., municipalities, ports, river authorities, utility districts, etc.) and projects that occur on lands owned or controlled by the state or subdivisions thereof. The Engineer will conduct a background study of previous surveys and previously recorded archeological sites in and near the project area. The research will include review of site files, records, and maps filed at the Texas Archeological (TARL) and the THC library; the Texas Archeological Sites Atlas (TASA) online database; and records of National Register of Historic Places (NRHP) properties, State Antiquities Landmarks (SALs), Official Texas Historical Markers (OTHMs), Registered Texas Historic Landmarks (RTHLs), cemeteries, and local neighborhood surveys. Preliminary review of TASA indicates the project area has been subject to at least one previous archeological and/or historic resources survey. As such, a desktop review letter appears appropriate to complete consultation with the Texas Historical Commission (THC).
    - i. Deliverables:
      - 1. Draft/final archeological background review
  - b. Section 404 of the Clean Water Act/Waters of the U.S. - To ensure compliance with Section 404 of the Clean Water Act, the Engineer shall identify and map jurisdictional waters of the U.S., including wetlands, that may be impacted by the project and determine permitting requirements. This effort will include identifying, delineating, and mapping the jurisdictional boundaries of streams, wetlands, and other potential waters of the U.S. in the project area based on available maps, databases, and a field survey. The Engineer shall evaluate the impacts of project infrastructure to waters of the U.S., determine Section 404 permit requirements, and make permitting recommendations. The results of the information will be documented in a draft and final waters of the U.S.

report. Section 404 permitting for the project (if applicable) is assumed to be approved under the Nationwide Permit Program. If needed, the Engineer shall prepare a Pre-Construction Notification (PCN) and coordinate the PCN with the U.S. Army Corps of Engineers (USACE) Fort Worth District through approval. This scope of work assumes that the project will not require a Section 404 Individual Permit, mitigation plan, or individual Section 401 water quality certification. Should an individual permit, mitigation plan, or individual water quality certification be required, they would be conducted under a separate scope of services.

i. Deliverables:

1. Draft/final waters of the U.S. report
2. Draft and Final PCN

- c. Threatened and Endangered Species - A literature review and habitat assessment for plant and wildlife species that are listed as federally threatened, endangered, proposed threatened/endangered, or candidates under the Endangered Species Act and are listed as potentially occurring in Williamson County will be completed for the project. A professional biologist with knowledge and experience will conduct a habitat assessment for the project, including a field reconnaissance. Should further services be necessary such as presence/absence surveys for protected species or consultations with the U.S. Fish and Wildlife Service (USFWS), they would be conducted under a separate scope of services.

i. Deliverables:

1. Draft/final biological resources technical report

- d. Potential Hazardous Materials - A hazardous materials regulatory review and site inspection will be conducted for the project. The findings will be summarized in the letter report or memorandum. Should further work be recommended such as a Phase I Site Assessment, it would be conducted under a separate scope of services.

i. Deliverables:

1. Draft/final letter report addressing hazardous materials

ii. Assumptions

- a. It is assumed that the proposed project is 100 percent funded by local monies. If federal funds or further involvement with the Texas Department of Transportation are necessary, then a separate scope of services would be required to address the TxDOT process.
- b. Section 404 permitting is assumed to be covered under the Nationwide Permit Program. Should a pre-construction notification or an individual permit be necessary, they would be completed under a separate scope.
- c. The scope of services does not include archeological testing or mitigation efforts.

#### **4. Public Involvement and Outreach (FC 120)**

- i. Public Meetings - CD&P will plan, schedule, conduct, and facilitate two public meetings in an open house format, to share project information with, and collect feedback from citizens and stakeholders upon 30% and 60% engineering design. The meetings will present the existing conditions, and potential project layout and designs to the public, and gather input. CD&P will coordinate with the City of Round Rock and the Project Team on meeting logistics, development of meeting announcements and notifications, coordination and participation in a meeting rehearsal prior to each public meeting, and facilitation of both public meetings. CD&P will evaluate opportunities to promote the meeting through advertisements mailers, and online posts, signage and additional outreach and will develop informative and appropriate meeting materials and exhibits such as displays and project handouts. Following both public meetings, CD&P will document and report on meeting attendance and input received from the public.
  - i. Tasks and deliverables:
    - 1. Meeting planning (logistics, location, facility prep)
    - 2. Develop of meeting announcements and notifications
    - 3. Develop media release and social media posts
    - 4. Coordination and facilitation of two (2) meeting rehearsals
    - 5. Coordination and facilitation of two (2) public meetings
    - 6. Development of meeting materials and exhibits and electronic versions for uploading to website
    - 7. Summary report of input received
- ii. Stakeholder Communications & Outreach -CD&P will coordinate with the City for current contacts that may be interested in the project, and will update and maintain a project database throughout the project. CD&P will assist the City with responses to questions and comments from stakeholders in a timely manner. CD&P will maintain a communication log of all outreach efforts.
- iii. CD&P will coordinate with the City to identify and reach out to key stakeholders such as affected property owners and businesses, and will arrange and attend up to six (6) one-on-one meetings and/or neighborhood group meetings, as necessary throughout the project. These meetings will provide the opportunity to the City and Project Team to visit openly about stakeholders' concerns, needs, and desires. CD&P will arrange, facilitate, and document these meetings and will coordinate with the City and project team on the date, time, and locations of these meetings.
  - i. Tasks and deliverables:
    - 1. Develop and maintain a stakeholder database
    - 2. Communication and outreach with stakeholders including a log of all communications
    - 3. Coordinate, facilitate, and document up to six (6) one-on-one or neighborhood group meetings
- iv. Webpage – CD&P will develop content for a project webpage on the City's website. It will include project information, information on how to get involved and share input, project contact information, project materials and materials from public meetings. CD&P will provide update content and coordinate with the City for posting, as needed, throughout the project.



- i. Tasks and deliverables:
  - 1. Develop draft
  - 2. Updated content as needed throughout the project

**5. Right-of-Way Data (FC 130)**

- i. The Engineer shall evaluate existing and proposed Right-of-Way.
- ii. The Engineer shall determine if construction easements are required.
- iii. Engineer shall identify any utility conflicts and provide conflict information to the City.
- iv. The Engineer will evaluate existing trails easements and ensure continued trail connectivity. Preparation of any new easements or survey metes and bounds will require a Supplemental service agreement.

**6. Field Surveying (FC 150)**

- i. Project Control
  - a. Primary control - horizontal & vertical (3 Dimensional (3D) control). The surveyor shall set 2 or more primary control monuments, one monument near each end of the project and outside of project limits. Additional monuments shall be set so that the interval between primary control monuments does not exceed approximately 2 miles. Primary Control monuments shall be placed where disturbance and future construction is least anticipated. These monuments shall be constructed according to the typical Type II Right of Way (ROW) marker standard M-92 (unless another standard is described here), with a City of Round Rock aluminum Control disk placed in the top. Control monument numbers to be stamped on each monument shall be provided by the City and shall include the county number and the monument sequence number. Information required shall include but not be limited to Texas Coordinate System (TCS) state plane coordinates and surface coordinates, TCS Zone, elevation (North American Vertical Datum 88 (NAVD 88) unless otherwise specified), project station and offset, monument description, reference or basis monument(s) used, a control layout map and location sketches tying monuments to a minimum of three existing features.
  - b. Secondary control - Additional control shall be set as necessary to accomplish the survey efficiently and accurately. Information shall also be provided in the deliverables on any additional control set for the project.
  - c. Information on all control shall be furnished in the City's format and signed, sealed and dated by a Registered Professional Land Surveyor (RPLS).
  - d. All survey data collected by the surveyor for the purposes of this work authorization shall be based upon the State's Real Time Network (netRTK) and based upon the latest National Geodetic Survey (NGS) datum adjustment (presently North American Datum (NAD) 83, epoch 2010, geoid 2012A) and the latest elevation adjustment.

- e. The surveyor shall calculate Project or Surface Coordinates by applying a Combined Adjustment Factor (CAF) to State Plane Coordinate values for this project as directed by the state by using the county-wide adjustment factor provided (1.00012).

ii. Design Surveys and Construction Surveys

- a. The surveyor shall contact property owners for Right of Entry if needed.
- b. Existing Right Of Way (ROW)
  - i. The surveyor shall locate and verify Existing ROW. If any significant deviations from ROW records are found, these shall be brought to the attention of the City and discussed before any resolution is expected.
- c. The surveyor shall collect data for a typical design and topographic survey. Process data for DTM & Triangle Irregular Network (TIN) (2D & 3D), including but not limited to chains and points; planimetric maps (2D) & topographic maps, cross sections and/or drainage analysis and other needs as detailed below.
  - i. Typical DTM & topographic data includes but is not limited to: natural ground (NG), roadway surfaces, edge of pavement (EP), centerline, grade breaks, striping, driveways and side streets (determine driveway/side street radii), curb, ditches, culverts, headwalls, drainage structures, channel(s), riprap, power poles, signs, delineators, luminaries, fences, manholes, sewer lines, telephone boxes, junctions, etc., water valves, fire hydrants, pipeline crossings, gas meters, gas valves, etc., and any other utility.
  - ii. Driveway and street/county road data collect type of surface (asphalt, concrete, seal coat, gravel, dirt, etc.), with or without culvert, type of culvert pipe, size, length, with or without Safety End Treatment (SET) for a distance of 200' beyond the existing Logan Street ROW.
  - iii. Cross road structures data (includes culverts and bridge class structures), collect type, size, end treatment, etc., and profile for crossroad structure.
  - iv. Identify and photograph features (signs, mail boxes, etc.).
    - 1. Trees- all trees of 8" diameter or greater shall be located and tied in. Information needed is trunk size, tree type and limits of canopy (size).
    - 2. Develop pavement centerline alignment of existing pavement(s).
    - 3. Run existing cross sections as a back check for errors in data or processing
    - 4. Proposed pavement centerline will be furnished by the Aguirre Fields, LP.
    - 5. Utility locations- collect horizontal and vertical location data of all underground and above ground utilities within the limits of the project. This includes the height or elevation of any power line, telephone or cable company

line, pipeline or any other. Contact utility owners, compile contact list to include company name, contact name, phone number, utility type, size and product information of pipelines and any other important information. The Surveyor shall allow time for owner contact, coordination, location, location data collection, etc.

6. The Texas Excavation Safety System, DIGTESS one call system (phone number 1-800-DIG-TESS) shall be notified for utility locations and prior to drilling, setting or driving anything including property corners or control monuments below 16" depth, as detailed by DIGTESS (<http://www.digtess.org>), which may impact or be impacted by the existence of any underground utility, whether visible or not. Note that some local or city utilities may not be a part of the DIGTESS system and may require separate notification.
7. Create centerline alignment.

iii. DELIVERABLES:

1. Design Surveys and Construction Surveys Function Code 150 (3D model, TIN, etc.).

a. The Surveyor Shall Provide Deliverables as stated below:

i. Data

1. Raw field data
2. Processed field data
3. Project digital pictures (delivered in .jpg format)
4. 3D & 2D Topo (.dgn) processed files in MicroStation (latest version), with all chains and points.

ii. Signed Right of Entry forms, if ROE was acquired.

iii. ROW Products

1. .dgn of Existing ROW
2. Reference Deeds, support documents, scanned and in .pdf format.

iv. Survey Control - Survey Control shall be furnished in two (2) forms-

1. The City's Control Sheet(s) format, which consists of:

- a. A Control Layout index map, which contains an overall view of the project area with the locations of primary and secondary control identified and labeled.
- b. A Horizontal and Vertical Control Sheet(s), which contains monument sketches of primary and secondary control points. Monument sketches shall tie monuments to a minimum of three existing features.

- i. Survey Control Sheet(s) information shall include the NGS or other basis monument(s) name or identification number, Texas Coordinate System

- (TCS) zone information, Grid and Surface values in X, Y, & Z coordinates, the Combined Adjustment Factor or Surface Adjustment Factor, and project station and offset.
    - ii. Survey Control Sheet(s) shall be delivered as an 11" x 17" sized hard copy (White Opaque Film preferred) and as a PDF file.
  - 2. An individual 8 1/2" x 11" Control Point Data Sheet for each primary control monument (delivered as original, interactive PDF file).
- v. All delivered control documentation shall be signed with a date of signature and sealed by a Texas RPLS.
- vi. Cross Sections-provide information on cross-sections used as a back check for errors in data or processing.
- vii. Raw GPS files
- viii. For static GPS sessions, in RINEX format.
- ix. For RTK GPS, furnish reports of network information.
- x. ASCII file(s) of final position information.
- xi. MicroStation file or files (.dgn) (latest version) of all drawings.
  - 1. Shall include within the drawing file: Company name, address, telephone number, surveyor's name, date(s) of survey and survey datum information.
  - 2. Shall follow the naming convention "MDF "\_Logical Name.dgn
  - 3. E.g. "MDF212104065\_Topo.dgn"
- xii. .gpk, .prj, .tin and .dat files that are compatible with Geopak in MicroStation (latest version) format.
- xiii. Two (2) CD(s) or DVD(s) containing all project files and labeled with project name (roadway), limits, charge number(s), date delivered, project limits, contract no., and Work Authorization number. Multiple disks shall be labeled Disk 1 of (total number of disks), etc.
- xiv. Preliminary Deliverables shall be delivered as scheduled, in full, to include all items as listed above.
- xv. Final Deliverables shall be delivered as scheduled, in full, to include all items as listed above no later than 15 days after the return of corrected Preliminary deliverables from the City to the consultant.

iv. SPECIFICATIONS & STANDARDS FOR THE WORK:

- a. The surveyor shall perform all work in accordance with the contract and the provisions, standards, specifications, manuals (City of Round Rock Transportation Criteria Manual, ROW- Vol. I, Procedures Preliminary to Release, et al), methods, procedures, deliverables, deliverable format and any other information contained within or referenced to in the contract as previously agreed to by both parties.

## **7. Roadway Design Controls (FC 160)**

- i. Geometric Design
  - a. The Engineer shall produce a Geometric Layout of Roadway (1"=50').
  - b. Geometric Layout shall include proposed horizontal and vertical improvements.
  - c. The Engineer shall submit a pdf Geometric Layout for City approval.
- ii. Roadway Design
  - a. Plan and Profile sheets will be created at 1"=50' (three sheets).
    - 1. Sheets will include proposed and existing appurtenances.
    - 2. Proposed horizontal curvature and profile grade line will meet a 30 mph design speed.
    - 3. Sidewalks and ADA ramps will be included.
    - 4. Driveway/Access to Heritage Spring Trail will be included for emergency vehicles. (Final disposition of this connection will be determined during the public involvement portion as to if this will be an emergency connection or a full use connection.)
- iii. Typical Sections
  - a. Proposed typical section and existing typical section at tie in point.
    - 1. Sections will include proposed pavement width, travel lanes, pavement structure, sidewalk location and typical slope requirements. Typical section will also depict typical right of way width.
- iv. Cut and Fill Quantities
  - a. Existing and proposed cross sections at 50 foot intervals will be created to determine cut and fill quantities.
  - b. Geopak will be used to calculate quantities.
  - c. Design cross sections will be plotted on sheets and submitted separately.
- v. Plan Preparation
  - a. Title Sheet will include project name and number; site location; project limits, design speed, signature blocks, Index of sheets and logos as per City provided CIP project example.
  - b. Index of Sheets will include sheet names and standards.
  - c. Project Layout will show entire project (one sheet at 1"=100')
  - d. Roadway Plan and Profile (1"=50' horiz)
  - e. Miscellaneous roadway and driveway details
  - f. Roadway Standards-City of Round Rock and/or TxDOT standards.
  - g. Drainage Standards and Detail Sheets.
  - h. Bridge Layout and Detail Sheets
  - i. General Notes applicable to this project provided by the City of Round Rock.
  - j. Horizontal Alignment Data Sheet
  - k. Drainage Area Maps and Calculations Sheet
  - l. Storm Plan and Profile Sheet(s) – contingent on item 5.ii
  - m. Traffic Control Construction Phase Narrative and standards
  - n. Illumination layout (under bridge) to be provided under bridge for the trail lighting and also at or near the four corners of the bridge off the structure.
  - o. SW3P sheets will be created at 1"=50' double banked
  - p. Pavement Design

1. Pavement Structure Section to be provided by the City of Round Rock.

## 1) Drainage (FC 161)

### i) Floodplain Analysis

- (a) The Engineer shall prepare a Dry Branch Tributary 1 Floodplain analysis Report for the project site. Engineer shall include analyses of the existing two (2), ten (10), twenty-five (25), one hundred (100) year, and ultimate one hundred (100) year frequency storm events and will utilize peak flows developed as part of the Upper Brushy Creek watershed analysis.
- (b) The Engineer shall conduct a hydraulic analysis for the proposed bridge structure within the limits of the floodplain on Dry Branch Tributary 1. Analysis shall consist of modeling up to two (2) proposed channel crossings. Additional modeling of crossings in excess of (2) will require a Supplemental agreement. The floodplain analysis will use latest preliminary FEMA hydrologic and hydraulic models developed for the Upper Brushy Creek watershed obtained from the City of Round Rock. These models are considered the best available data at this time.
- (c) Modeling of the final selected crossing shall demonstrate “No Adverse Impact”. Analysis may identify additional improvements necessary to the channel section to mitigate any increase due to the proposed crossing. If the project cannot achieve a no adverse impact, then a supplemental agreement will be required if a FEMA C/LOMR submittal is required.
- (d) Prepare a Dry Branch Tributary 1 Floodplain Analysis Report to document methodology, procedures, and assumptions of the proposed crossing floodplain analysis and present the results of a “no-rise” compared to the preliminary FEMA water surface elevations. This scope assumes ones (1) meeting with the City to discuss and address review comments.

### ii) Floodplain Analysis Deliverables:

- (a) Draft Logan Street Floodplain Analysis Report to document the floodplain analysis on Dry Branch Tributary 1.
- (b) Final Logan Street Floodplain Analysis Report to document the floodplain analysis on Dry Branch Tributary 1 to include hydrologic and hydraulic models and associated GIS data.

### iii) Storm Drain Facilities

- (a) The Engineer shall provide a preliminary storm sewer layout to be approved by the City prior to commencing final design. Any proposed public drainage system will be designed to the twenty-five (25) year frequency storm based on fully developed conditions as appropriate. The one hundred (100) year frequency storm event will be designed to be contained within public rights of way or drainage easements.
- (b) The Engineer shall prepare existing and proposed drainage area maps, inlet calculations and quantity estimates for all proposed storm drain facilities, not including the proposed bridge crossing.
- (c) Proposed detention facilities design or analysis of the City RSMP are not included in this scope. It is anticipated the detention facilities will not be required based on time frequencies of the proposed improvements relative to the overall basin timing for the creek. If the City desires to install detention facilities or conduct a timing analysis for the RSMP, a Supplemental agreement will be required.
- (d) Storm Sewer plan and profile sheets along with standards will be included in plan set. City of Round Rock standards will be used. TxDOT standards will be used for all design features which do not have an applicable City of Round Rock standard.
  - (i) Storm Drain Deliverables:

1. Construction plans sheets for proposed storm drain infrastructure, storm and inlet calculations, and construction details.
2. Infrastructure, storm and inlet calculations, and construction details.

#### **8. Signing and Pavement Markings (FC 162)**

- i. Pavement Marking layout and signing will be prepared at the intersections of Greenlawn Blvd. and A.W. Grimes Blvd. and at the drive entrance to the adjoining development on the southeast end of the Logan Street Extension.
- ii. Illumination layout and details will be prepared for lighting along the City's trails under the bridge.

#### **9. Miscellaneous (FC 163)**

- i. The Engineer shall include:
  - a. Storm Water Pollution Prevention Plan (SW3P) sheets at 1"=50' double banked.
  - b. Traffic Control Plan including narrative
  - c. Traffic Control Standards
  - d. Summary Sheets using City of Round Rock and/or TxDOT format will be included.
  - e. Standard Sheets using City of Round Rock and/or TxDOT Standards will be included.
  - f. The Engineer will provide a final cost estimate with unit prices and bid schedule.
  - g. The Engineer shall compile General Notes, Specifications and Special Provisions as needed.

#### **10. Project Management and Administration (FC 164)**

- i. Meetings
  - a. The Engineer has provided for four formal meetings at two hours each. (Project kick off, geometric layout review meeting, and up to 2 review and/or coordination meetings.)
  - b. Time to attend up to 10 meeting for Public Involvement. (Two Public Involvement Open House Style Meetings, two rehearsal/planning meetings and up to six stake holder meetings for Public Involvement/Outreach.)
- ii. General Contract Administration
  - a. Prepare invoices and monthly written progress reports for the project.
  - b. Project coordination with the City to include documenting correspondence and meeting minutes.
  - c. Project Coordination with Sub-Consultants to include documenting correspondence and meeting minutes.
  - d. Prepare, distribute and file both written and electronic project correspondence.
  - e. Direct Expenses for travel and copies is included in the fee.

#### **11. Structural Design (FC 170)**

- i. Alternative Analysis and Preliminary Estimates - The Engineer shall complete a site visit and evaluate existing conditions, geotechnical and hydraulic data to prepare a comparative cost analysis of bridge structures to determine: (1) the optimum bridge

structure type for vertical clearance over the waterway and Greater Lake Creek Trail; (2) the optimum bridge structure length versus roadway embankment, pavement, soil stabilization and retaining walls. A multi-span, concrete girder style bridge on curving alignment is anticipated based on preliminary observations and usual construction practice in the nearby vicinity.

- ii. Bridge Layout - The Engineer shall comply with all relevant sections of the latest edition of the State's LRFD Bridge Design Manual, Bridge Project Development Manual, Bridge Detailing Guide and AASHTO LRFD Bridge Design Specifications and respective checklists to prepare Bridge Layout (1"=40' scale) and Typical Sections for approval before proceeding to detail design. Additional Bridge Layout requirements for waterway structures include:

- a. Design and 100 year peak discharges
- b. Design and 100 year high water (HW) and any recorded HW data available
- c. Natural and through bridge velocities for design and 100 year floods
- d. Calculated backwater for design and 100 year floods
- e. Direction of flow for waterway crossings
- f. Contours for water crossing

- iii. Bridge Details & Design - The Engineer shall prepare final details and design calculations in accordance with standard requirements of the State as listed above. Specific bridge items relevant to this project include:

- a. Soil borings in the form of Wincore data will be utilized for foundation design and details.
- b. Scour data will be incorporated in bent and foundation design.
- c. Deck drains, as necessary.
- d. Bridge lighting, as necessary.
- e. Sidewalks or shared-use path shall be included along each side of the bridge. TxDOT combination bridge railing with a minimum height of 42" shall be selected for use.
- f. Non-standard bridge aesthetics are anticipated in lieu of standard TxDOT rectangular cap bents with circular columns. The level of effort in the detailing process is expected to be above that associated with a standard TxDOT bridge project. The Consultant will work with the City to develop the project aesthetic details. It would be logical to match aesthetics applied to existing AW Grimes bridges to maintain corridor consistency.
- g. Applicable TxDOT Standards will be printed by the Consultant for inclusion in the plan set. (Any TxDOT Standards modified by the Consultant will be signed and sealed for the modification.)

- iv. Retaining Walls - The Engineer shall prepare plans, details and standards for up to four (4) retaining wall locations. Fill embankment MSE walls are anticipated along each side of each approach to the bridge. Other retaining wall types such as spread footing, soil nail, or drilled shaft will be considered as appropriate although not anticipated at this time. Typical retaining wall layout (1"=50' scale) requirements include:

- a. Plan View



- i. Designation of reference line
- ii. Beginning and ending retaining wall stations
- iii. Offset from reference line
- iv. Horizontal curve data
- v. Total length of wall
- vi. Face of wall
- vii. All wall dimensions and alignment relations (alignment data as necessary)
- viii. Soil boring locations
- ix. Drainage, signing, lighting, etc. that is mounted on or passing through the wall.
- x. Subsurface drainage structures or utilities which could be impacted by wall construction.

b. Elevation View

- i. Top of wall elevations
- ii. Existing and finished ground line elevations
- iii. Vertical limits of measurement for payment
- iv. Type, limits and anchorage details of railing (only if Traffic Railing foundation standard is not being used on this project)
- v. Top and bottom of wall profiles plotted at correct station & elevation.
- vi. Retaining Wall Details: As required for non-standard elements such as drilled shaft wall details or transitions from one wall type to another.
- vii. Retaining Wall Aesthetic details: The Engineer shall provide details for, but not limited to, coping, fascia, rip rap and railings.
- viii. Limits of temporary shoring.
- ix. Underdrains
- x. Soil improvement, if applicable.
- xi. Drainage, signing, lighting, etc. as noted above
- xii. Drainage structures and utilities as noted above

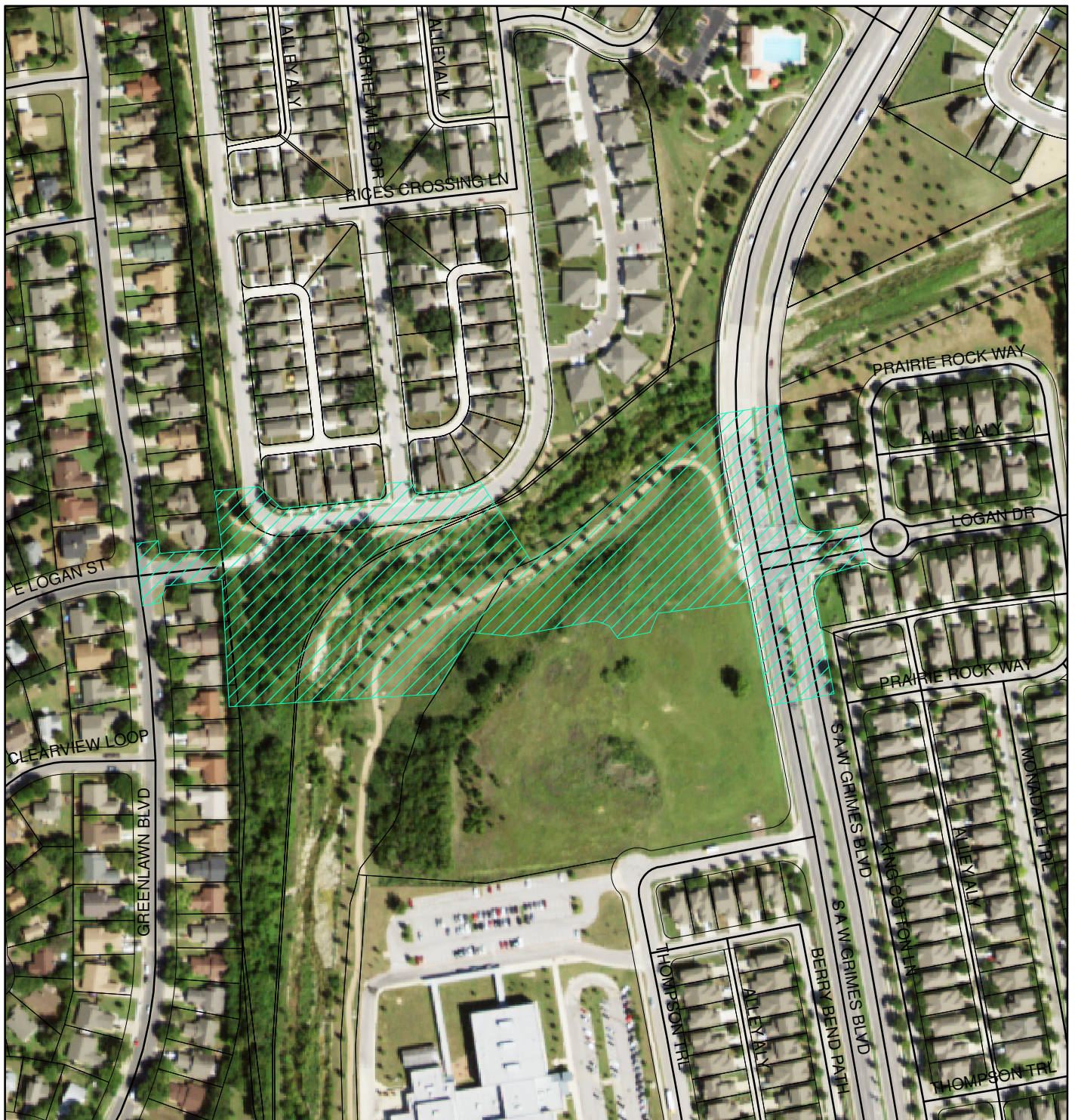
c. Typical Section

- i. Reinforced Volume
- ii. Underdrain location
- iii. Soil improvements, if applicable.

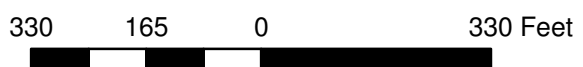
- v. AW Grimes Retaining Wall Repair - The end of the existing retaining wall at the southwest corner of the SB AW Grimes and Logan Drive exhibits excessive movement in the form of wall rotation and sidewalk upheaval. The Engineer shall perform a field visit and review record drawings to better understand possible reasons for the poor performance and verify if there is any immediate structural integrity concern. A technical memo shall be prepared with recommendations for further actions to be considered by the City. It is anticipated that any repair details would be developed by extra work order under this work authorization as determined by the city.

**12. Construction Phase Services (FC 309)**

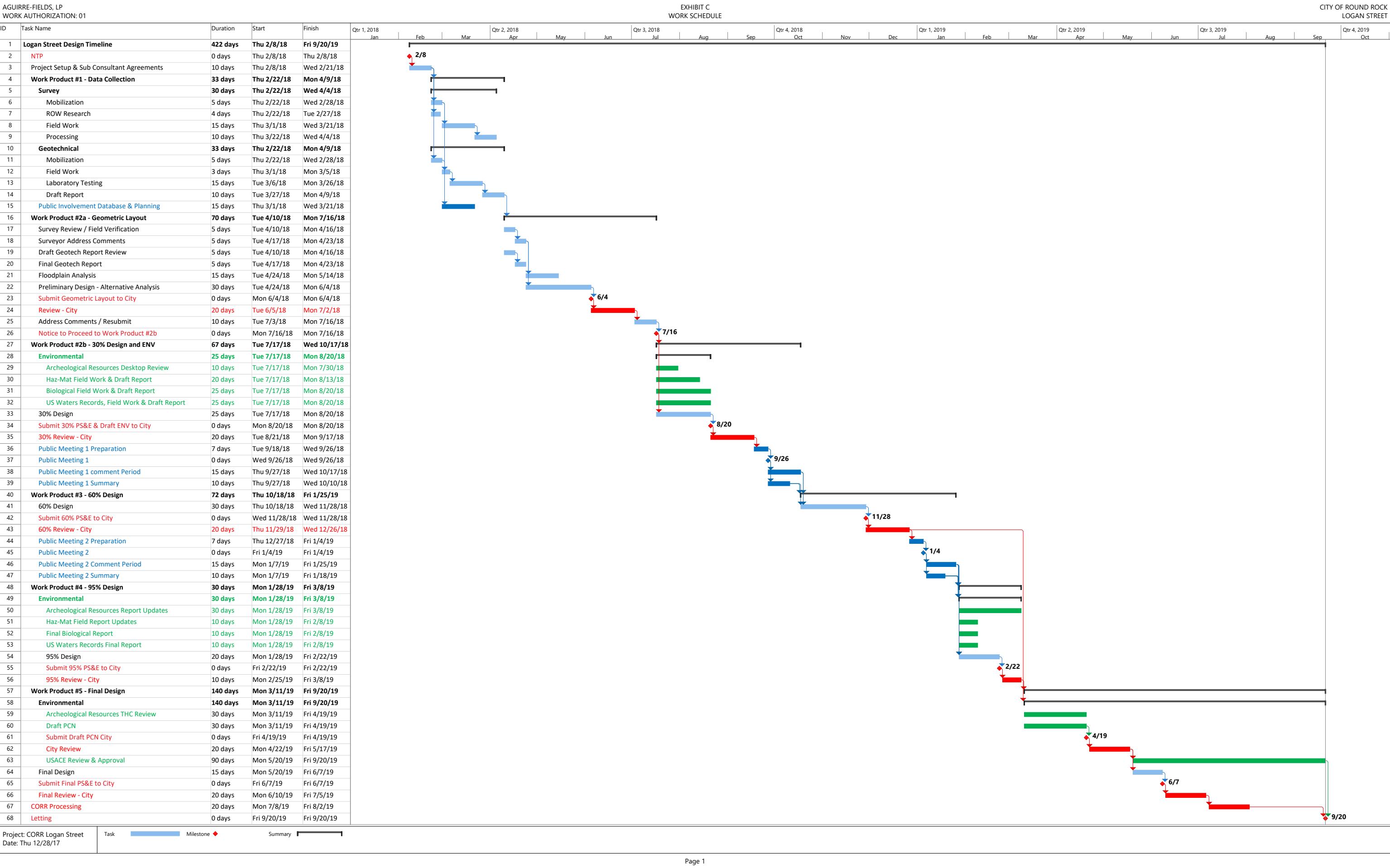
- i. The Engineer shall provide Construction Phase Services at the written request of the City's Project Manager. The written request shall include a description of the work requested, a mutually agreed upon time limit, and any special instructions for coordination and submittal. These services shall include, but are not limited to the following:
  - a. Review and approval of shop drawings
  - b. Review and approval of forming details
  - c. Attend preconstruction meeting
  - d. Respond to requests for information (RFIs)
  - e. Provide clarification as requested
  - f. Provide corrected plans for any Errors and Omissions



## SURVEY LIMITS EXHIBIT







Project Name: Logan Street PS&E

Task	Total Labor Hours	Total Prime Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
FC 110: Route and Design Studies	255	\$8,580.00	\$10,449.20	\$23,722.88	\$42,752.08
FC 120: Social, Economic and Environmental Studies	588	\$9,168.00	\$2,259.60	\$52,728.00	\$64,155.60
FC 130: ROW Data and Utilities	20	\$2,778.00	\$0.00	\$0.00	\$2,778.00
FC 150: Surveying	226	\$0.00	\$0.00	\$32,040.00	\$32,040.00
FC 160: Roadway Design Controls	472	\$55,898.00	\$0.00	\$0.00	\$55,898.00
FC 161: Drainage, Water Quality, Geologic Assessment	254	\$0.00	\$0.00	\$29,785.00	\$29,785.00
FC 162: Signing and Pavement Markings	27	\$3,226.00	\$0.00	\$0.00	\$3,226.00
FC 163: Miscellaneous (Roadway)	186	\$22,728.00	\$0.00	\$0.00	\$22,728.00
FC 164: Project Management (coordination, meetings, accounting, etc.)	233	\$29,109.00	\$0.00	\$6,520.00	\$35,629.00
FC 309: Construction Phase Services	90	\$13,528.00	\$0.00	\$0.00	\$13,528.00
FC 170: Structural Design	1258	\$143,182.00	\$0.00	\$0.00	\$143,182.00
Other Direct Costs	0	\$698.69	\$0.00	\$0.00	\$698.69
GRAND TOTAL:	3609	\$288,895.69	\$12,708.80	\$144,795.88	\$446,400.37

AGUIRRE-FIELDS, LP  
CONTRACT:  
WORK AUTHORIZATION: 01

PROJECT: CORR LOGAN STREET  
METHOD OF PAYMENT: LUMP SUM  
PRIME PROVIDER: AGUIRRE & FIELDS, LP

EXHIBIT D  
FEE SCHEDULE  
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK  
TEXAS AVENUE

COMPANY	FEE	%
Aguirre & Fields, LP (AFLP)	\$288,895.69	65%
Halff Associates	\$64,075.00	14%
Blanton & Associates, Inc.	\$29,440.00	7%
CD&P, LLC	\$29,817.60	7%
Corsair Consulting, LLC	\$34,172.08	8%
TOTAL	\$446,400.37	100.00%

FUNCTION CODE	TASK NAME	AFLP	HALFF	BLANTON	CD&P	CORSAIR	TOTAL
FC 110	ROUTE AND DESIGN STUDIES (FC110)	\$8,580.00				\$23,722.88	\$8,580.00
FC 120	SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES (FC 120)	\$9,168.00		\$29,178.00	\$23,550.00		
FC 130	RIGHT OF WAY DATA & UTILITIES (FC 130)	\$2,778.00					\$2,778.00
FC 150	FIELD SURVEYING (FC 150)		\$32,040.00				\$32,040.00
FC 160	ROADWAY DESIGN CONTROLS (FC 160)	\$55,898.00					\$55,898.00
FC 161	DRAINAGE (FC 161)		\$29,785.00				\$29,785.00
FC 162	SIGNING, PVMT. MARK. (FC162)	\$3,226.00					\$3,226.00
FC 163	MISCELLANEOUS (ROADWAY) (FC 163)	\$22,728.00					\$22,728.00
FC 163	WASTEWATER DESIGN						\$0.00
FC 164	PROJECT MANAGEMENT(FC 164)	\$29,109.00	\$2,250.00		\$4,270.00		\$31,359.00
FC 170	STRUCTURAL DESIGN (FC 170)	\$143,182.00					\$143,182.00
FC 309	CONSTRUCTION PHASE SERVICES (FC 309)	\$13,528.00					
ODEs	OTHER DIRECT EXPENSES	\$698.69		\$262.00	\$1,997.60	\$10,449.20	\$960.69
TOTAL		\$288,895.69	\$64,075.00	\$29,440.00	\$29,817.60	\$34,172.08	\$446,400.37

AGUIRRE-FIELDS, LP  
CONTRACT:  
WORK AUTHORIZATION: 01  
PRIME PROVIDER NAME: Aguirre & Fields , LP

EXHIBIT D  
FEE SCHEDULE  
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK  
TEXAS AVENUE

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIA N	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC110 - ROUTE & DESIGN STUDIES									
110.1 DATA COLLECTION AND FIELD RECONNAISSANCE									
CITY DATA COLLECTION & REVIEW	2	2	2		2		8	N/A	N/A
PROJECT NOTEBOOK AND FILE SETUP		1	2	1	2		6	N/A	N/A
REVIEW AS-BUILT AND CITY PROVIDED PLANS	1	1	1		1		4	N/A	N/A
2 SITE VISITS & FIELD RECONNAISSANCE	3	3	3				9	N/A	N/A
PREPARE RECONNAISSANCE LAYOUT AND NOTES		1	1		1		3	N/A	N/A
PHOTOGRAPHIC RECORD		1	2			1	4	N/A	N/A
110.2 DEVELOP ROADWAY DESIGN CRITERIA & PREPARE DSR									
REVIEW PROJECT SPECIFICS AGAINST CORR DESIGN CRITERIA	1	1	2				4	N/A	N/A
PREPARE DESIGN SUMMARY REPORT FOR REVIEW	1	1	2				4	N/A	N/A
COORDINATE WITH CITY FOR DESIGN CRITERIA CONCURRENCE		2					2	N/A	N/A
110.3 PRELIMINARY COST ESTIMATE									
DEVELOP PRELIMINARY ESTIMATE	1	2	4	2			9	N/A	N/A
110.4 FLOODPLAIN EVALUATION									
COORDINATE THE COLLECTING AND REVIEW OF FLOOD PLAIN INFORMATION	1	2					3	N/A	N/A
110.6 GEOTECHNICAL INVESTIGATION									
DETERMINE BORING LOCATIONS FOR BRIDGE AND RETAINING WALLS		1	1		1		3	N/A	N/A
HOURS SUB-TOTALS	10	18	20	3	7	1	59	0	
CONTRACT RATE PER HOUR	\$224.00	\$171.00	\$109.00	\$118.00	\$93.00	\$77.00			
TOTAL LABOR COSTS	\$2,240.00	\$3,078.00	\$2,180.00	\$354.00	\$651.00	\$77.00	\$8,580.00		
% DISTRIBUTION OF STAFFING	16.9%	30.5%	33.9%	5.1%	11.9%	1.7%			
SUBTOTAL (FC110)							\$8,580.00		

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIA N	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC120 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES									
120.1 ENVIRONMENTAL EXHIBITS									
PREPARE PLAN EXHIBITS FOR OTHERS (4 EXHIBITS 11X17)	1	4	6	8	16		35	4	9
ENVIRONMENTAL COORDINATION W/ STATE AND OTHERS	2	2	2			2	8	N/A	N/A
HOURS SUB-TOTALS	3	6	8	8	16	2	43	4	
CONTRACT RATE PER HOUR	\$224.00	\$171.00	\$109.00	\$118.00	\$93.00	\$77.00			
TOTAL LABOR COSTS	\$672.00	\$1,026.00	\$872.00	\$944.00	\$1,488.00	\$154.00	\$5,156.00		
% DISTRIBUTION OF STAFFING	7.0%	14.0%	18.6%	18.6%	37.2%	4.7%			
SUBTOTAL (FC120)							\$5,156.00		

AGUIRRE-FIELDS, LP  
CONTRACT:  
WORK AUTHORIZATION: 01  
PRIME PROVIDER NAME: Aguirre & Fields , LP

EXHIBIT D  
FEE SCHEDULE  
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK  
TEXAS AVENUE

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIA N	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC120 - PUBLIC INVOLVEMENT AND OUTREACH									
120.3 MEETING EXHIBITS									
PREPARE PLAN EXHIBITS FOR USE AT MEETINGS	1	4	8		24		37	4	9
HOURS SUB-TOTALS	1	4	8	0	24	0	37	4	
CONTRACT RATE PER HOUR	\$224.00	\$171.00	\$109.00	\$118.00	\$93.00	\$77.00			
TOTAL LABOR COSTS	\$224.00	\$684.00	\$872.00	\$0.00	\$2,232.00	\$0.00	\$4,012.00		
% DISTRIBUTION OF STAFFING	2.7%	10.8%	21.6%	0.0%	64.9%	0.0%			
SUBTOTAL (FC120)							\$4,012.00		

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIA N	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC130 - RIGHT OF WAY DATA									
130.1 RIGHT OF WAY MAP									
EVALUATE EXISTING ROW		1		1			2	N/A	N/A
DETERMINE NEED FOR CONSTRUCTION EASEMENTS	1	1	2				4	N/A	N/A
UTILITY CONFLICT LIST REVIEW AND COORDINATION w/ CITY	2	4	4			4	14	N/A	N/A
HOURS SUB-TOTALS	3	6	6	1	0	4	20	0	
CONTRACT RATE PER HOUR	\$224.00	\$171.00	\$109.00	\$118.00	\$93.00	\$77.00			
TOTAL LABOR COSTS	\$672.00	\$1,026.00	\$654.00	\$118.00	\$0.00	\$308.00	\$2,778.00		
% DISTRIBUTION OF STAFFING	15.0%	30.0%	30.0%	5.0%	0.0%	20.0%			
SUBTOTAL (FC130)							\$2,778.00		



AGUIRRE-FIELDS, LP  
CONTRACT:  
WORK AUTHORIZATION: 01  
PRIME PROVIDER NAME: Aguirre & Fields , LP

EXHIBIT D  
FEE SCHEDULE  
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK  
TEXAS AVENUE

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIA N	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC160 - ROADWAY DESIGN CONTROLS									
160.1 GEOMETRIC DESIGN									
PRELIMINARY GEOMETRIC LAYOUT (1"=50')	2	8	6		24		40	N/A	N/A
PROPOSED HORIZONTAL AND VERTICAL IMPROVEMENTS		8	8	2			18	N/A	N/A
160.2 ROADWAY DESIGN									
PLAN & PROFILE SHEETS (1"=50')	4	6	8	18	36		72	4	18
DRIVEWAY, SIDEWALK AND CURB RAMP DETAILS	1	2	4	2	6		15	1	15
160.3 TYPICAL SECTIONS									
PROPOSED & EXISTING TYPICAL SECTION LOGAN STREET	1	4	6	8	10		29	2	15
160.4 CUT AND FILL QUANTITIES									
EXISTING CROSS SECTIONS (50' INTERVALS)		1	3	2	2		8	N/A	N/A
CROSS SECTION CRITERIA AND SHEETS (5 SHEETS 11X17 3 SECTIONS PER SHEET)	2	6	8	8	16		40	5	8
CROSS SECTION UPDATES 60%, 95%, AND FINAL		2	4	8	4		18	N/A	N/A
160.5 PLAN PREPARATION:									
PREPARE AND ASSEMBLE PS&E (60%, 95%, & FINAL)	3	8	16		32	2	61	120	1
PROJECT TITLE SHEET		1	4	2	8		15	1	15
INDEX OF SHEETS		4	4	2	6		16	1	16
OVERALL PROJECT LAYOUTS (1"=100')		2	6	2	6		16	1	16
MISCELLANEOUS ROADWAY & DRIVEWAY DETAILS	2	4	8	2	4		20	2	10
ROADWAY STANDARDS	1	1	2	2	6		12	6	2
HORIZONTAL ALIGNMENT DATA SHEET		1		2	2		5	1	5
ILLUMINATION LAYOUT (2) Circuit Diagram (1), Service Sheet (1) Standards (15)	5	14	16	16	32		83	19	4
160.6 PAVEMENT DESIGN									
INCORPORATE PAVEMENT DESIGN INTO PLANS (TYPICALS)		1	1	1	1		4	N/A	N/A
HOURS SUB-TOTALS	21	73	104	77	195	2	472	163	
CONTRACT RATE PER HOUR	\$224.00	\$171.00	\$109.00	\$118.00	\$93.00	\$77.00			
TOTAL LABOR COSTS	\$4,704.00	\$12,483.00	\$11,336.00	\$9,086.00	\$18,135.00	\$154.00	\$55,898.00		
% DISTRIBUTION OF STAFFING	4.4%	15.5%	22.0%	16.3%	41.3%	0.4%			
SUBTOTAL (FC160)							\$55,898.00		

AGUIRRE-FIELDS, LP  
CONTRACT:  
WORK AUTHORIZATION: 01  
PRIME PROVIDER NAME: Aguirre & Fields , LP

EXHIBIT D  
FEE SCHEDULE  
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK  
TEXAS AVENUE

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIA N	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC162 - SIGNING, PVMT. MARKING, & SIGNAL									
PAVEMENT MARKING LAYOUT - 2 INTERSECTIONS	1	4	8	2	6		21	2	11
SIGNING AND PAVEMENT MARKING STANDARDS		1	1		4		6	5	1
HOURS SUB-TOTALS	1	5	9	2	10	0	27	7	
CONTRACT RATE PER HOUR	\$224.00	\$171.00	\$109.00	\$118.00	\$93.00	\$77.00			
TOTAL LABOR COSTS	\$224.00	\$855.00	\$981.00	\$236.00	\$930.00	\$0.00	\$3,226.00		
% DISTRIBUTION OF STAFFING	3.7%	18.5%	33.3%	7.4%	37.0%	0.0%			
SUBTOTAL (FC162)							\$3,226.00		

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIA N	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC163 - MISCELLANEOUS (ROADWAY)									
163.1 TRAFFIC CONTROL PLAN, DETOURS, AND SEQUENCE OF CONSTRUCTION									
NARRATIVE, TYPICAL SECTIONS AND DETAILS	1	2	4	2	4		13	1	13
TCP STANDARDS		2	4	2	14		22	16	1
163.2 STORM WATER POLLUTION PREVENTION PLAN (SWP3):									
SWP3 SHEET (If needed)		1	1	1	2		5	1	5
SWP3 LAYOUTS (1"=50') (DOUBLE BANKED)	2	6	8	2	14		32	2	16
SWP3 STANDARDS		1	1	1	1		4	4	1
163.3 COMPUTE AND TABULATE QUANTITIES									
COMPUTE TCP QUANTITIES (60%, 95%, & FINAL)		1	4				5	N/A	N/A
DEVELOP TCP SUMMARY SHEETS		1	2	1	2		6	1	6
COMPUTE REMOVAL QUANTITIES (60%, 95%, & FINAL)		1	1				2	N/A	N/A
DEVELOP REMOVAL SUMMARY SHEETS		1	2	1	2		6	1	6
COMPUTE ROADWAY QUANTITIES (60%, 95%, & FINAL)		1	6				7	N/A	N/A
DEVELOP ROADWAY SUMMARY SHEETS		1	2	2	6		11	1	11
COMPUTE SIGNING AND PAVEMENT MARKING QUANTITIES (60%, 95%, & FINAL)		1	2				3	N/A	N/A
DEVELOP SIGNING AND PAVEMENT MARKING SUMMARY SHEETS		1	2	1	2		6	1	6
COMPUTE SWP3 QUANTITIES (60%, 95%, & FINAL)		1	4				5	N/A	V
DEVELOP SWP3 SUMMARY SHEETS		1	2	1	2		6	1	6
COMPUTE DRIVEWAY AND INTERSECTION QUANTITIES (60%, 95%, & FINAL)		1	2				3	N/A	N/A
DEVELOP DRIVEWAY AND INTERSECTION SUMMARY SHEETS		1	2	1	2		6	1	6
163.4 CONSTRUCTION COST EST. (60%, 95%, & FINAL)	3	6	8				17	N/A	N/A
163.5 SPECIFICATIONS & GENERAL NOTES:									
SPECIFICATIONS AND SPECIAL PROVISIONS	2	4	4			4	14	N/A	N/A
GENERAL NOTES	1	4	4			4	13	N/A	N/A
HOURS SUB-TOTALS	9	38	65	15	51	8	186	13	
CONTRACT RATE PER HOUR	\$224.00	\$171.00	\$109.00	\$118.00	\$93.00	\$77.00			
	\$2,016.00	\$6,498.00	\$7,085.00	\$1,770.00	\$4,743.00	\$616.00	\$22,728.00		
% DISTRIBUTION OF STAFFING	4.8%	20.4%	34.9%	8.1%	27.4%	4.3%			
SUBTOTAL (FC163)							\$22,728.00		

AGUIRRE-FIELDS, LP  
CONTRACT:  
WORK AUTHORIZATION: 01  
PRIME PROVIDER NAME: Aguirre & Fields , LP

EXHIBIT D  
FEE SCHEDULE  
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK  
TEXAS AVENUE

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIA N	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC164 - PROJECT MANAGEMENT AND ADMINISTRATION									
PROJECT MANAGEMENT & COORDINATION WITH CORR (2HRS/M FOR 14 MONTHS)	7	14				7	28	N/A	N/A
PROJECT MANAGEMENT & COORDINATION WITH SUB CONSULTANTS (2HRS/M FOR 14 MONTHS)	9	10		9			28	N/A	N/A
PREPARE INVOICES AND MONTHLY PROJECT PROGRESS REPORTS (14 MONTHS)						14	14	N/A	N/A
ATTEND AND PREPARE FOR FOUR (4) DESIGN MEETINGS	4	4	4	4	4		20	N/A	N/A
ATTEND AND PREPARE FOR TWO (2) PUBLIC MEETINGS - OPEN HOUSE STYLE	8	8	8	2	6		32	N/A	N/A
ATTEND AND PREPARE FOR TWO (2) REHEARSAL/PLANNING MEETINGS	6	6	6	2	4		24	N/A	N/A
ATTEND AND PREPARE FOR UP TO SIX (6) STAKEHOLDER MEETINGS	16	18		2	4	2	42	N/A	N/A
HOURS SUB-TOTALS	50	60	18	19	18	23	188	0	
CONTRACT RATE PER HOUR	\$224.00	\$171.00	\$109.00	\$118.00	\$93.00	\$77.00			
TOTAL LABOR COSTS	\$11,200.00	\$10,260.00	\$1,962.00	\$2,242.00	\$1,674.00	\$1,771.00	\$29,109.00		
% DISTRIBUTION OF STAFFING	26.6%	31.9%	9.6%	10.1%	9.6%	12.2%			
SUBTOTAL (FC164)							\$29,109.00		

AGUIRRE-FIELDS, LP  
CONTRACT:  
WORK AUTHORIZATION: 01  
PRIME PROVIDER NAME: Aguirre & Fields , LP

EXHIBIT D  
FEE SCHEDULE  
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK  
TEXAS AVENUE

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIA N	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 170 - STRUCTURAL									
170.i Alternative Analysis and Preliminary Estimates									
Field Visit to Evaluate Existing Conditions		4	4				8	N/A	N/A
Data Review (Geotechnical & Hydraulic Data incl. 100-yr Floodplain)		4					4	N/A	N/A
Coordinate with RDWY/DRNG to establish preliminary geometrics		4					4	N/A	N/A
Develop preliminary span arrangements for two structure types		8	8				16	N/A	N/A
Preliminary cost estimates		4	8				12	N/A	N/A
170.ii Bridge Layout									
Bridge Layout (1"=40' scale)		10	10		20		40	1	40
Typical Sections		4	16		16		36	1	36
170.iii Bridge Details & Design									
Estimated Bridge Quantity Summary and Bearing Seat Elevations		4	12		12		28	1	28
Foundation Layout and Design		8	12		16		36	1	36
Abutment Details		24	40		80		144	4	36
Bent Details		24	40		80		144	4	36
Framing Plan		4	16		16		36	1	36
Prestr Concrete Girder Unit Plan		4	12		20		36	1	36
Prestr Concrete Girder Unit Typical Section		4	12		20		36	1	36
Bridge Aesthetic Details		12	20		40		72	2	36
IGND Details and Girder Design)		8	16		4		28	1	28
Prepare TxDOT Standards (20 Sheets)		2	2		16		20	20	1
Review General Notes, Specifications & Provisions		4					4	N/A	N/A
Cost Estimates (30%, 60%, 95%, Final)		8	8				16	N/A	N/A
Comment Responses (30%, 60%, 95%)		6					6	N/A	N/A
Review Meetings (30%, 60%, 95%)		9					9	N/A	N/A
Prepare Final Bridge Calculations PDF		4	12				16	N/A	N/A
Pre-Bid and Pre-Construction Meetings		6					6	N/A	N/A
170.iv Retaining Walls									
Wall Layouts (1"=50' scale)		48	120		120		288	8	36
Wall Typical Sections & Details		8	16		72		96	4	24
Wall Aesthetic Details		8	16		40		64	2	32
Estimated Summary of Retaining Walls		2	6		8		16	1	16
RW(MSE)(DD) Design Data (Requires Coordination with Geotech)		2	2		4		8	1	8
Prepare TxDOT Standards (10 Sheets)		2	2		6		10	10	1
170.v AW Grimes Retaining Wall Repair									
Obtain & Review Record Drawings		3					3	N/A	N/A
Prepare Technical Memo of Repair Options		8	8				16	N/A	N/A
HOURS SUB-TOTALS	0	250	418	0	590	0	1258	0	
CONTRACT RATE PER HOUR	\$224.00	\$171.00	\$109.00	\$118.00	\$93.00	\$77.00			
TOTAL LABOR COSTS	\$0.00	\$42,750.00	\$45,562.00	\$0.00	\$54,870.00	\$0.00	\$143,182.00		
% DISTRIBUTION OF STAFFING	0.0%	19.9%	33.2%	0.0%	46.9%	0.0%			
SUBTOTAL (FC110)							\$143,182.00		

AGUIRRE-FIELDS, LP  
CONTRACT:  
WORK AUTHORIZATION: 01  
PRIME PROVIDER NAME: Aguirre & Fields , LP

EXHIBIT D  
FEE SCHEDULE  
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK  
TEXAS AVENUE

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIA N	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC309 - CONSTRUCTION PHASE SERVICES									
Review and approval of shop drawings (beams, panels, joints, forms, MSC wall)		20	20				40	N/A	N/A
Attend preconstruction meeting	6	6	6				18	N/A	N/A
Respond to requests for information (RFIs) 8 RFIs at 2 hrs each	4	4	8				16	N/A	N/A
Provide clarification as requested	4	4	8				16	N/A	N/A
HOURS SUB-TOTALS	14	34	42	0	0	0	90	0	
CONTRACT RATE PER HOUR	\$224.00	\$171.00	\$109.00	\$118.00	\$93.00	\$77.00			
TOTAL LABOR COSTS	\$3,136.00	\$5,814.00	\$4,578.00	\$0.00	\$0.00	\$0.00	\$13,528.00		
% DISTRIBUTION OF STAFFING	15.6%	37.8%	46.7%	0.0%	0.0%	0.0%			
SUBTOTAL (FC309)							\$13,528.00		

DESCRIPTION						TOTAL MH BY FC	TOTAL COSTS BY FC
FC 110 - ROUTE AND DESIGN STUDIES						59	\$8,580.00
FC 120 - SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES						43	\$5,156.00
FC 120 - PUBLIC INVOLVEMENT & OUTREACH						37	\$4,012.00
FC 130 - RIGHT OF WAY DATA & UTILITIES (FC 130)						20	\$2,778.00
FC 160 - ROADWAY DESIGN CONTROLS						472	\$55,898.00
FC 162 - SIGNING, PVMT. MARK.						27	\$3,226.00
FC 163 - MISCELLANEOUS (ROADWAY)						186	\$22,728.00
FC 164 - PROJECT MANAGEMENT						188	\$29,109.00
FC 170 - STRUCTURAL DESIGN						1258	\$143,182.00
FC 309 - CONSTRUCTION PHASE SERVICES						90	\$13,528.00
SUBTOTAL LABOR EXPENSES						2380	\$288,197.00
DIRECT EXPENSES	UNIT	# OF UNITS	COST/UNIT				
Mileage (18 miles RT x 15 trips)	mile	270	\$0.566				\$152.69
Standard Postage	letter	20	\$0.50				\$10.00
Photocopies B/W (8 1/2" X 11")	each	200	\$0.10				\$20.00
Photocopies B/W (11" X 17") (AT 60%, 95%, & FINAL Submittals) - 3 sets of 120 sheets/submittal	each	1080	\$0.20				\$216.00
Plotting (color on bond Exhibits for meetings)(24"x36")	sf	240	1.25				\$300.00
SUBTOTAL DIRECT EXPENSES							\$698.69

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	\$288,197.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	\$698.69
GRAND TOTAL	\$288,895.69

AGUIRRE-FIELDS, LP  
CONTRACT:  
WORK AUTHORIZATION: 01

EXHIBIT D  
FEE SCHEDULE  
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK  
TEXAS AVENUE

SUB PROVIDER NAME: Halff Associates

TASK DESCRIPTION	SENIOR RPLS	SURVEY TECH	CADD TECH	CLERICAL	2-MAN SURVEY CREW	GPS EQUIP	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 150 - SURVEY									
Project Control	4	8			16		28		
Design and Construction Surveys	8	40			150		198	N/A	N/A
HOURS SUB-TOTALS	12	48	0	0	166	0	226	0	
CONTRACT RATE PER HOUR	\$175.00	\$105.00	\$85.00	\$65.00	\$150.00	\$30.00			
TOTAL LABOR COSTS	\$2,100.00	\$5,040.00	\$0.00	\$0.00	\$24,900.00	\$0.00	\$32,040.00		
% DISTRIBUTION OF STAFFING	5.3%	21.2%	0.0%	0.0%	73.5%	0.0%			
SUBTOTAL (FC110)							\$32,040.00		

TASK DESCRIPTION	PROJECT MANAGER	SR PROJECT ENGINEER	PE ENGINEER	ENGINEER IN TRAINING	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 161 - DRAINAGE									
Floodplain Analysis	5	15		90		10	120	N/A	N/A
Storm Drain Facilities	4	12		82	36		134	N/A	N/A
HOURS SUB-TOTALS	9	27	0	172	36	10	254	0	
CONTRACT RATE PER HOUR	\$225.00	\$190.00	\$145.00	\$110.00	\$85.00	\$65.00			
TOTAL LABOR COSTS	\$2,025.00	\$5,130.00	\$0.00	\$18,920.00	\$3,060.00	\$650.00	\$29,785.00		
% DISTRIBUTION OF STAFFING	3.5%	10.6%	0.0%	67.7%	14.2%	3.9%			
SUBTOTAL (FC110)							\$29,785.00		

TASK DESCRIPTION	PROJECT MANAGER	SR PROJECT ENGINEER	PE ENGINEER	ENGINEER IN TRAINING	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 164 - PROJECT MANAGEMENT AND ADMINISTRATION									
Meetings and General Project Coordination	10						10	N/A	N/A
HOURS SUB-TOTALS	10	0	0	0	0	0	10	0	
CONTRACT RATE PER HOUR	\$225.00	\$190.00	\$145.00	\$110.00	\$85.00	\$65.00			
TOTAL LABOR COSTS	\$2,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,250.00		
% DISTRIBUTION OF STAFFING	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
SUBTOTAL (FC110)							\$2,250.00		

AGUIRRE-FIELDS, LP  
CONTRACT:  
WORK AUTHORIZATION: 01  
SUB PROVIDER NAME: Halff Associates

EXHIBIT D  
FEE SCHEDULE  
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK  
TEXAS AVENUE

DESCRIPTION						TOTAL MH BY FC	TOTAL COSTS BY FC
FC 150 - SURVEY						226	\$32,040.00
FC 161 - DRAINAGE						254	\$29,785.00
FC 164 - PROJECT MANAGEMENT AND ADMINISTRATION						10	\$2,250.00
SUBTOTAL LABOR EXPENSES						264	\$64,075.00
OTHER DIRECT EXPENSES	UNIT	# OF UNITS	COST/UNIT				
Mileage (18 miles RT x 5 trips)	mile		\$0.560				\$0.00
Standard Postage	letter		\$0.49				\$0.00
Photocopies B/W (8 1/2" X 11")	each		\$0.10				\$0.00
Photocopies B/W (11" X 17") (AT 60%, 95%, & FINAL Submittals) - 80 sheets	each		\$0.20				\$0.00
							\$0.00
SUBTOTAL DIRECT EXPENSES							\$0.00
SUBCONTRACTS:							
SUBCONTRACT SUB-TOTAL							\$0.00

SUMMARY	
TOTAL COSTS FOR SUB CONSULTANT	\$64,075.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUB CONSULTANT	\$0.00
SUBCONTRACTS (includes labor costs and direct expenses)	\$0.00
GRAND TOTAL	\$64,075.00

EXHIBIT D  
FEE SCHEDULE  
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK  
TEXAS AVENUE

SUB PROVIDER NAME: Blanton & Associates, Inc.

TASK DESCRIPTION	ENVIRONMEN TAL MANAGER	SR. ARCHEOLOG IST	SR. BIOLOGIST	BIOLOGIST II	ENVIRONM ENTAL SCIENTIST I	GIS TECH	TECHNICAL EDITOR	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 120 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES										
Draft/final archeological background review	1	32				8	4	45		
Draft/final waters of the U.S. report	4		8	32		16	2	62	N/A	N/A
Draft/final biological resources technical report	8		8	40		8	2	66		
Draft/final letter report addressing hazardous materials	6				24	8	2	40		
Draft PCN	8		16	40		8	2	74	N/A	N/A
HOURS SUB-TOTALS	27	32	32	112	24	48	12	287	0	
CONTRACT RATE PER HOUR	\$166.00	\$98.00	\$120.00	\$98.00	\$93.00	\$75.00	\$76.00			
TOTAL LABOR COSTS	\$4,482.00	\$3,136.00	\$3,840.00	\$10,976.00	\$2,232.00	\$3,600.00	\$912.00	\$29,178.00		
% DISTRIBUTION OF STAFFING	9.4%	11.1%	11.1%	39.0%	8.4%	16.7%	4.2%			
SUBTOTAL (FC110)								\$29,178.00		

DESCRIPTION							TOTAL MH BY FC	TOTAL COSTS BY FC
FC 120 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES							287	\$29,178.00
SUBTOTAL LABOR EXPENSES							287	\$29,178.00
OTHER DIRECT EXPENSES	UNIT	# OF UNITS		COST/UNIT				
Haz-mat Database Search	per search	1		120				\$120.00
Mileage (18 miles RT x 5 trips)	mile	200		\$0.560				\$112.00
Standard Postage	letter			\$0.49				\$0.00
Photocopies B/W (8 1/2" X 11")	each	200		\$0.10				\$20.00
Photocopies B/W (11" X 17") (AT 60%, 95%, & FINAL Submittals) - 80 sheets	each	50		\$0.20				\$10.00
								\$0.00
SUBTOTAL DIRECT EXPENSES								\$262.00
SUBCONTRACTS:								
SUBCONTRACT SUB-TOTAL								\$0.00

SUMMARY	
TOTAL COSTS FOR SUB CONSULTANT	\$29,178.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUB CONSULTANT	\$262.00
SUBCONTRACTS (includes labor costs and direct expenses)	\$0.00
GRAND TOTAL	\$29,440.00



AGUIRRE-FIELDS, LP  
CONTRACT:  
WORK AUTHORIZATION: 01

EXHIBIT D  
FEE SCHEDULE  
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK  
TEXAS AVENUE

SUB PROVIDER NAME: Concept Development & Planning, LLC (CD&P)

TASK DESCRIPTION	PROJECT MANAGER	SENIOR PUBLIC INVOLVEMENT SPECIALIST	GRAPHIC DESIGN & WEB DEVELOPER	PUBLIC INVOLVEMENT SPECIALIST	JUNIOR PUBLIC INVOLVEMENT SPECIALIST	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
FC 120 - PUBLIC INVOLVEMENT AND OUTREACH							
Public Meetings (assume 2)							
Meeting Planning (logistics, location, facility prep)	1	2		6	8		17
Meeting announcements and notifications		4	6		8		18
Media release and social media posts		4			6		10
Coordination and facilitation of meeting rehearsals (assume 2)	4	8					12
Coordination and facilitation of public meetings (assume 2)	8	8		8	8		32
Development of meeting materials and exhibits		12	16		8		36
Summary report of input received		8	4		12		24
Stakeholder Communications & Outreach							
Development of stakeholder database and regular updates as needed		2			12	12	26
Communication and outreach with stakeholders	2	12		12			26
Coordination, facilitation, and documentation of meetings with stakeholders (up to 6)	2	12		6			20
Webpage							
Draft content for webpage	1	2	4		4		11
Update content as necessary		2	8		4		14
FC 164 - PROJECT MANAGEMENT AND ADMINISTRATION (Assume 14 months duration)							
Project management, meetings & team coordination	7	14					21
Progress reporting & invoicing		7		7			14
HOURS SUB-TOTALS	25	97	38	39	70	12	281
CONTRACT RATE PER HOUR	\$150.00	\$125.00	\$90.00	\$85.00	\$65.00	\$55.00	
TOTAL LABOR COSTS	\$3,750.00	\$12,125.00	\$3,420.00	\$3,315.00	\$4,550.00	\$660.00	\$27,820.00
% DISTRIBUTION OF STAFFING	8.9%	34.5%	13.5%	13.9%	24.9%	4.3%	
SUBTOTAL							\$27,820.00

DESCRIPTION						TOTAL MH BY FC	TOTAL COSTS BY FC
FC 120 - PUBLIC INVOLVEMENT AND OUTREACH						221	\$23,550.00
FC 164 - PROJECT MANAGEMENT AND ADMINISTRATION						35	\$4,270.00
SUBTOTAL LABOR EXPENSES						256	\$27,820.00
OTHER DIRECT EXPENSES	UNIT	# OF UNITS	COST/UNIT				
Mileage (30 miles RT x 12 trips)	mile	360	\$0.535				\$192.60
Standard Postage	letter	500	\$0.49				\$245.00
Photocopies B/W (8 1/2" X 11")	each	100	\$0.10				\$10.00
Photocopies B/W (11" X 17") (AT 60%, 95%, & FINAL Submittals) - 80 sheets	each	100	\$0.20				\$20.00
Photocopies color (8 1/2" X 11")	each	400	\$0.40				\$160.00
Photocopies color (11" X 17") (AT 60%, 95%, & FINAL Submittals) - 80 sheets	each	150	\$0.80				\$120.00
Signage	each	12	\$25.00				\$300.00
Foam boards	each	10	\$70.00				\$700.00
Venue, AV, or misc meeting expense	each	1	\$250.00				\$250.00
							\$0.00
SUBTOTAL DIRECT EXPENSES							\$1,997.60

SUMMARY	
TOTAL COSTS FOR SUB CONSULTANT	\$27,820.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUB CONSULTANT	\$1,997.60
SUBCONTRACTS (includes labor costs and direct expenses)	\$0.00
GRAND TOTAL	\$29,817.60

AGUIRRE-FIELDS, LP  
CONTRACT:  
WORK AUTHORIZATION: 01

EXHIBIT D  
FEE SCHEDULE  
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK  
TEXAS AVENUE

SUB PROVIDER NAME: Corsair Consulting LLC

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 110 - GEOTECHNICAL INVESTIGATION AND FIELD WORK									
COORDINATE BORING LOCATIONS/DRILLING	2		4				6	N/A	N/A
FIELD PERSONNEL FOR DRILLING OPERATIONS			20				20	N/A	N/A
SOILS CLASSIFICATION AND LAB ASSIGNMENTS		4	4				8	N/A	N/A
PREPARE GEOTECHNICAL REPORT	25	45	55				125	N/A	N/A
PAVEMENT DESIGN	3	15	15				33	N/A	N/A
REVIEW SIGN & SEAL BORING SHEETS	2		2				4	N/A	N/A
HOURS SUB-TOTALS	32	64	100	0	0	0	196	0	
CONTRACT RATE PER HOUR	\$177.38	\$126.48	\$99.52	\$99.52	\$57.49	\$43.12			
TOTAL LABOR COSTS	\$5,676.16	\$8,094.72	\$9,952.00	\$0.00	\$0.00	\$0.00	\$23,722.88		
% DISTRIBUTION OF STAFFING	16.3%	32.7%	51.0%	0.0%	0.0%	0.0%			
SUBTOTAL (FC110)							\$23,722.88		

DESCRIPTION						TOTAL MH BY FC	TOTAL COSTS BY FC
FC 110 - GEOTECHNICAL INVESTIGATION AND FIELD WORK						196	\$23,722.88
SUBTOTAL LABOR EXPENSES						196	\$23,722.88
OTHER DIRECT EXPENSES	UNIT	# OF UNITS	COST/UNIT				
2 - Bridge Borings @ 65'							
1 - Pavement Borings @ 10'							
Soil Boring/Rock Coring with TCP (<60 ft.)	lf	150	\$35.000				\$5,250.00
Soil Boring/Rock Coring with TCP (>60 ft.)	lf	10	\$38.000				\$380.00
Drill Rig/Crew Mobilization	mile	20	\$5.000				\$100.00
Mileage	mile	20	\$0.560				\$11.20
Unconfined Compression Strength (soil)	each	2	\$65.000				\$130.00
Unconfined Compression Strength (rock)	each	12	\$85.000				\$1,020.00
Soluble Sulfate Content of soils	each	1	\$55.000				\$55.00
Determining Liquid Limit in Soils	each	9	\$42.000				\$378.00
Determining Plastic Limit in Soils	each	9	\$42.000				\$378.00
Determining the Amount of Material in Soils finer than the 78 micrometer (Minus # 200)	each	9	\$50.000				\$450.00
Particle Size Analysis of Soils	each	9	\$70.000				\$630.00
Determining the Moisture Content in Soils	each	44	\$13.000				\$572.00
One Dimensional Consolidation Properties of Soil	each	1	\$430.000				\$430.00
Direct Shear Test of Soils Under Consolidated Drained Conditions	each	1	\$475.000				\$475.00
UU Triaxial Test	each	2	\$95.000				\$190.00
SUBTOTAL DIRECT EXPENSES							\$10,449.20
SUBCONTRACTS:							
SUBCONTRACT SUB-TOTAL							\$0.00

SUMMARY	
TOTAL COSTS FOR SUB CONSULTANT	\$23,722.88
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUB CONSULTANT	\$10,449.20
SUBCONTRACTS (includes labor costs and direct expenses)	\$0.00
GRAND TOTAL	\$34,172.08

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/26/2017

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 <b>USI Southwest</b> <b>9811 Katy Freeway, Suite 500</b> <b>Houston, TX 77024</b> <b>713 490-4600</b>	CONTACT NAME: <b>Michelle Weweh &amp; Patty Link</b>	
	PHONE (A/C, No, Ext): <b>713 490-4512</b>	FAX (A/C, No): <b>713-490-4700</b>
	E-MAIL ADDRESS: <b>michelle.weweh@usi.com</b>	
INSURED  <b>Aguirre &amp; Fields L.P.</b> <b>12999 Jess Pirtle</b> <b>Sugar Land, TX 77478</b>	INSURER(S) AFFORDING COVERAGE	
	INSURER A : <b>Travelers Indemnity Co. of Amer</b>	
	INSURER B : <b>Lexington Insurance Company</b>	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
	NAIC #	
	<b>25666</b>	
	<b>19437</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6807G176370	02/10/2017	02/10/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
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			BA7G353760	02/10/2017	02/10/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			CUP007G180451	02/10/2017	02/10/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	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	UB4542T77016	02/10/2017	02/10/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			031428333	02/07/2017	02/07/2018	\$2,000,000 per claim \$2,000,000 annl aggr.

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

The General Liability and Auto Liability policies provide an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability, Auto Liability, Workers Compensation and Professional Liability policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. The General (See Attached Descriptions)

**CERTIFICATE HOLDER****CANCELLATION**

<b>City of Round Rock</b> <b>221 E. Main Street</b> <b>Round Rock, TX 78664-0000</b>	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 

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## DESCRIPTIONS (Continued from Page 1)

Liability and Auto Liability policies contain "Primary and Noncontributory" wording with respects to the sole negligence of the named insured, as required by written contract. The General Liability, Auto Liability, Workers Compensation and Professional Liability policies include an endorsement providing that 30 days notice of cancellation for reasons other than non payment of premium and 10 days notice of cancellation for non payment of premium will be given to the Certificate Holder by the Insurance Carrier.  
RE: 130 - City of Round Rock.

## EXHIBIT E

Certificates of Insurance

Attached Behind This Page

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2018-298083

Date Filed:  
01/03/2018

Date Acknowledged:

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

Aguirre & Fields, LP  
Sugar Land, TX United States

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

City of Round Rock

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

PS&E Contract  
Logan Street Connection Project, Professional Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Aguirre, LLC - General Partner	Sugar Land, TX United States	X	
	Aguirre, Oscar R.	Sugar Land, TX United States	X	
	Gribble, Mark D.	Sugar Land, TX United States	X	
	Crosby, Christine R.	Sugar Land, TX United States	X	
	Lubitz, David J.	Austin, TX United States	X	
	Bilich, Christopher T.	Austin, TX United States	X	

5 Check only if there is NO Interested Party.


**6 UNSWORN DECLARATION**

My name is Oscar R. Aguirre, and my date of birth is July 7, 1964.

My address is 12999 Jess Pirtle Blvd, Sugar Land, TX, 77478, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Fort Bend County, State of Texas, on the 3rd day of January, 2018.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)



# City of Round Rock

## Agenda Item Summary

**Agenda Number: F.14**

---

**Title:** Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Shurgard Texas Limited Partnership for the purchase of 0.013 acre in fee simple, and a 0.017 Public Utility Easement necessary for the RM 620 Right of Way Project (Parcels 3 and 3PUE).

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

**Dept Director:** Gary Hudder, Transportation Director

**Cost:** \$57,356.00

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

**Attachments:** Resolution, Exhibit A

**Department:** Transportation Department

---

### **Text of Legislative File 2018-5128**

\$10K of the purchase price is allocated to the fee simple parcel purchase, and is 90% reimbursable by TxDOT. \$47,356 of the purchase price is allocated to the PUE parcel purchase, which includes compensation for reconstructing the Public Storage on premise advertising sign out of the acquired easement area. The sign relocation cost was based on a bid from a licensed sign company. The compensation for the utility easement and sign relocation is not reimbursable by TxDOT

**Cost:** \$57,356.00

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

**RESOLUTION NO. R-2018-5128**

**WHEREAS**, the City of Round Rock (“City”) desires to purchase right of way necessary for the RM 620 Right of Way Project, and said tracts (“Property”) are described as follows: All of that certain 0.013 acre in fee simple (Parcel 3) and a 0.017 Public Utility Easement (Parcel 3PUE), and

**WHEREAS**, Shurgard Texas Limited Partnership, the owner of the Property, has agreed to sell said Property to the City, 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 Contract with Shurgard Texas Limited Partnership, for the purchase of the above described Property, a copy of said Real Estate 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 25th day of January, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk



# EXHIBIT

## "A"

### REAL ESTATE CONTRACT

RM 620 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between SSC EVERGREEN, LLC, a Delaware limited liability company, successor in interest to SHURGARD TEXAS LIMITED PARTNERSHIP, a Washington limited partnership, (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

### ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.013 acre (569 square foot) parcel of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said parcel of land being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 3**); and

Public Utility Easement interest in and across all of that certain 0.017 acre (752 square foot) tract of land situated in the J.M. Harrell Survey, Abstract No. 284, in Williamson County, Texas; said tract of land being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 3PUE**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A", or bisected by the acquisition and not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

### ARTICLE II PURCHASE PRICE

#### Purchase Price

2.01. The Purchase Price for the fee simple portion of the Property described in Exhibit "A", the acquisition of any improvements on the Property, and any damage to or cost to cure of the remaining property of Seller, shall be the sum of TEN THOUSAND and 00/100 Dollars (\$10,000.00).

2.02. The Purchase Price for the public utility easement interest portion of the Property described in Exhibit "B", and any damage to or cost to cure of the remaining property of Seller as a result of this acquisition, shall be the sum of FORTY-SEVEN THOUSAND THREE HUNDRED FIFTY-SIX and 00/100 Dollars (\$47,356.00).

#### Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash at the Closing.

#### Special Provisions

2.04. By execution of this Contract, Seller consents and agrees that Purchaser shall be allowed to temporarily enter the remaining property of Seller for the sole purpose of removing any bisected improvement(s) acquired or damaged by the City of Round Rock or TxDoT.

2.05. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that it shall be responsible for the removal of any trees necessary for City of Round Rock sign code compliance in connection with the relocation or reconstruction of Seller's on-premise advertising sign in the location generally as shown on Exhibit "C" attached hereto and incorporated herein.

### **ARTICLE III PURCHASER'S OBLIGATIONS**

#### Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions 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 Purchaser at or prior to the Closing).

#### Miscellaneous Conditions

3.02. Seller 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 Seller prior to or as of the Closing.

**ARTICLE IV  
REPRESENTATIONS AND WARRANTIES  
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V  
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Capital Title Company on or before December 31<sup>st</sup>, 2017, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the State of Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to the City of Round Rock a duly executed and acknowledged Public Utility Easement conveying such interest to all of the Property described in Exhibit "B", both free and clear of any and all liens and restrictions, ~~including specifically a partial release of the existing lease with Circle K Stores, Inc. for the Property described in Exhibit "A",~~ except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing; and

(d) Matters of record.

The Deed to the State of Texas shall be in substantially the same form as shown in Exhibit "D" attached hereto. The Public Utility Easement to the City of Round Rock shall be in substantially the same form as shown in Exhibit "E" attached hereto.

~~—— (2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:~~

~~(a) — The boundary and survey exceptions shall be deleted;~~

~~(b) — The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and~~

~~(c) — The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".~~

(23) Deliver to Purchaser possession of the Property.

#### Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

#### Prorations

5.04. General real estate taxes for the then current year relating to the Property acquired in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

#### Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

## **ARTICLE VI BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## **ARTICLE VII BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

## **ARTICLE VIII MISCELLANEOUS**

### Notice

8.01. 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 Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

### Texas Law to Apply

8.02. 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

8.03. 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

8.04. 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

8.05. 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

8.06. Time is of the essence in this Contract.

#### Gender

8.07. 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

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

#### Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Round Rock city council or city manager, which date is indicated beneath the Mayor's or City Manager's signature below.

Counterparts

8.11 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.

**SELLER:**

SSC EVERGREEN, LLC,  
a Delaware limited liability company,  
successor in interest to  
SHURGARD TEXAS LIMITED PARTNERSHIP,  
a Washington limited partnership

By: Shurgard Storage Centers, LLC,  
a Delaware limited liability company,  
Its: Managing Member

By:   
Sharon Linder  
Vice President, Assistant General Counsel

c/o Public Storage  
Dept TX08415  
701 Western Avenue  
Glendale, CA 91201

Date: January 5, 2017

**PURCHASER:**

CITY OF ROUND ROCK, TEXAS

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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



EXHIBIT A

**County:** Williamson  
**Highway:** R. M. 620  
**Limits:** Deepwood Dr. to IH 35  
**CSJ:** 0683-01-092

**PROPERTY DESCRIPTION FOR  
PARCEL 3**

DESCRIPTION OF A 0.013 ACRE (569 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 4 OF DEEPWOOD CENTER SECTION TWO SUBDIVISION RECORDED IN CABINET L, SLIDE 247-248 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO SHURGUARD TEXAS LIMITED PARTNERSHIP BY INSTRUMENT RECORDED IN DOCUMENT NO. 9712877 OF THE OFFICIAL RECORDS OF WILLIMSON COUNTY, TEXAS, SAID 0.013 ACRE (569 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a ½" iron rod found, 239.36 feet right of proposed Ranch to Market (R.M.) 620 baseline station 467+45.58, being the southwest corner of Lot 1 of Deepwood Center Section One subdivision, recorded in Cabinet J, Slide 123 of the Plat Records of Williamson County, Texas, and conveyed to KAF Development Co. by instrument recorded in Volume 1686, Page 133 of the Official Records of Williamson County, Texas, same being an angle point in the northerly boundary line of said Lot 4;

THENCE, with the common boundary line of said Lot 4 and Lot 1, N 13°27'58" E, for a distance of 169.39 feet to a ½" iron rod with TxDOT aluminum cap set, 70.00 feet right of proposed R.M. 620 baseline station 467+48.78, in the proposed southerly right-of-way (ROW) line of R.M. 620 (ROW width varies), being the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE** departing the westerly boundary line of said Lot 1, with said proposed ROW line, through the interior of said Lot 4, **N 77°36'53" W** for a distance of **50.17** feet to a ½" iron rod with TxDOT aluminum cap set, 70.00 feet right of proposed R.M. 620 baseline station 466+98.60, being the easterly boundary line of Lot 1 of the Amending Plat of Deepwood Center Section II subdivision recorded in Cabinet M, Slides 301-302 of the Plat Records of Williamson County, Texas, and conveyed to Seventeen Sac Self-Storage Corp. by instrument recorded in Document No. 2001042015 of the Official Public Records of Williamson County, Texas, same being the westerly boundary line of said Lot 4, for the southwesterly corner of the herein described parcel;
- 2) **THENCE**, departing said proposed ROW line, with said easterly boundary line of Lot 1, same being the westerly boundary line of said Lot 4, **N 13°25'47" E** for a distance of **11.80** feet to a ½" iron rod found, being a point in the existing southerly ROW line of R.M. 620 (ROW width varies), being the northeasterly corner of said Lot 1 (Amending Plat of Deepwood Center Section II subdivision), same being the northwesterly corner of said Lot 4, for the northwesterly corner of the herein described parcel;
- 3) **THENCE**, with said existing southerly ROW line, same being the northerly boundary line of said Lot 4, **S 76°33'40" E** for a distance of **50.17** feet to a calculated point, being the northwest corner of said Lot 1 (Deepwood Center Section One subdivision), same being the northeasterly corner of said Lot 4, for the northeasterly corner of the herein described parcel;

- This property description is accompanied by a separate parcel plat.

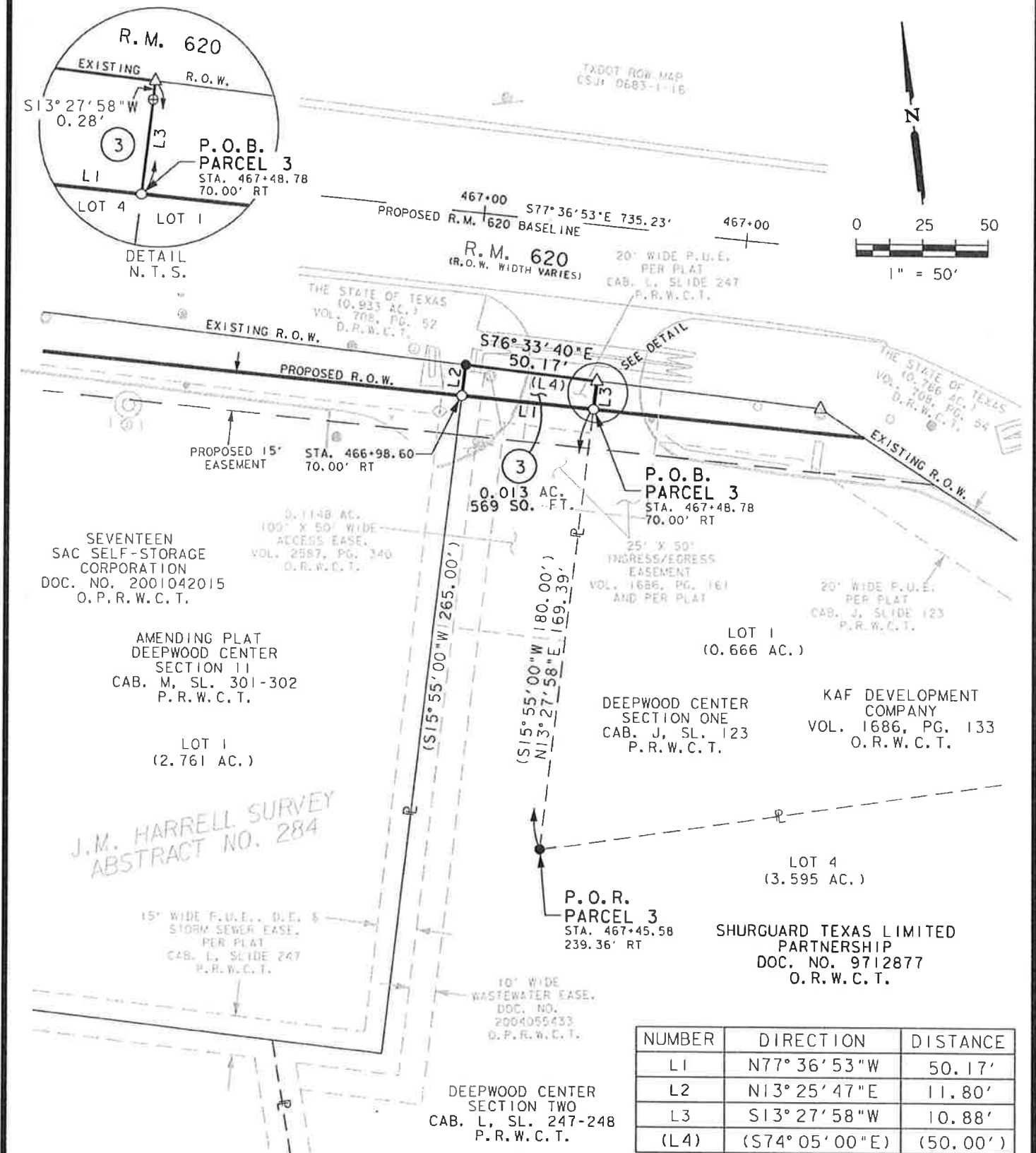
THE STATE OF TEXAS           §  
                                             §  
COUNTY OF WILLIAMSON   §       KNOW ALL MEN BY THESE PRESENTS:

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LLC  
Firm Registration No: 100591-00  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78681



## PLAT TO ACCOMPANY PARCEL DESCRIPTION

Reissued 12/04/15  
PAGE 3 OF 4

**INLAND GEODETICS**

PROFESSIONAL LAND SURVEYORS

1504 CHISHOLM TRAIL RD. STE. 103

ROUND ROCK, TX. 78681

PH. (512) 238-1200, FAX (512) 238-1251

FIRM REGISTRATION: 100591-00

PARCEL PLAT SHOWING PROPERTY OF

**SHURGUARD TEXAS LIMITED PARTNERSHIP**

SCALE

1" = 50'

CSJ #

0683-01-092

PROJECT

RM 620

COUNTY

WILLIAMSON

Texas Department of Transportation

**PARCEL 3**

## LEGEND

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

Reissued 12/04/15  
PAGE 4 OF 4

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	ℙ	PROPERTY LINE
⊗	1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT	( )	RECORD INFORMATION
⊠	TXDOT TYPE II CONCRETE MONUMENT FOUND	— —	LINE BREAK
●	1/2" IRON ROD FOUND UNLESS NOTED	⌋	LAND HOOK
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	P.O.B.	POINT OF BEGINNING
⊕	COTTON GIN SPINDLE FOUND	P.O.R.	POINT OF REFERENCE
⊗	PK NAIL FOUND	N.T.S.	NOT TO SCALE
X	X CUT FOUND	D.R.W.C.T.	DEED RECORDS
▲	60/D NAIL FOUND	O.R.W.C.T.	WILLIAMSON COUNTY, TEXAS OFFICIAL RECORDS
△	CALCULATED POINT	O.P.R.W.C.T.	WILLIAMSON COUNTY, TEXAS OFFICIAL PUBLIC RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)	P.R.W.C.T.	WILLIAMSON COUNTY, TEXAS PLAT RECORDS
℄	CENTER LINE		

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 9691-14-1013, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARAY 16, 2014, ISSUE DATE JANUARY 24, 2014.

- I. RESTRICTIVE COVENANTS: CABINET L, SLIDES 247-248, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 10C. A PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH ALONG THE EASTERLY PROPERTY OF THE SUBJECT PROPERTY FOR PUBLIC UTILITIES, AS SHOWN PER THE RECORDED PLAT THEREOF, DOES NOT AFFECT.
- D. A PUBLIC UTILITY EASEMENT 7.5 FEET IN WIDTH ALONG THE SOUTHERLY PROPERTY LINE OF THE SUBJECT PROPERTY FOR PUBLIC UTILITIES, AS SHOWN PER THE RECORDED PLAT THEREOF, DOES NOT AFFECT.
- E. A PUBLIC UTILITY EASEMENT, DRAINAGE EASEMENT AND STORM SEWER EASEMENT 7.5 FEET IN WIDTH ALONG THE WESTERLY AND NORTHWESTERLY PROPERTY LINES OF THE SUBJECT PROPERTY FOR PUBLIC UTILITIES, AS SHOWN PER THE RECORDED PLAT THEREOF, AFFECTS AS SHOWN.
- F. A PUBLIC UTILITY EASEMENT 20 FEET IN WIDTH ALONG THE MOST NORTHERLY PROPERTY LINE OF THE SUBJECT PROPERTY FOR PUBLIC UTILITIES, AS SHOWN PER THE RECORDED PLAT THEREOF, AFFECTS AS SHOWN.
- G. AN EASEMENT BEING 25' X 50' IN THE NORTHEAST CORNER OF THE ACCESS PORTION OF THE PROPERTY AS SHOWN PER THE RECORDED PLAT THEREOF, AFFECTS AS SHOWN.
- H. EASEMENTS FOR 8" WATERLINE AND 6" WASTEWATER LINE ALONG THE MOST NORTHERLY BOUNDARY OF PROPERTY ADJOINING R.M. 620 AS SET OUT IN VOLUME 2587, PAGE 350, OF THE OFFICIAL RECORDS OF WILLIAMSON, COUNTY TEXAS, SUBJECT TO.
- I. INGRESS, EGRESS AND REGRESS EASEMENT RETAINED IN DEED TO JAY B. BRIDWELL EXECUTED BY DEEPWOOD CENTER JOINT VENTURE IN VOLUME 2533, PAGE 748 & VOLUME 2587, PAGE 340 CORRECTS VOLUME 2533, PAGE 748, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- J. MUTUAL AGREEMENT EASEMENT BY AND BETWEEN FRANKLIN SAVINGS ASSOCIATION AND KF DEVELOPMENT COMPANY IN VOLUME 1686, PAGE 161, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- K. AFFIDAVIT OF POLLUTION ABATEMENT PLAN IN VOLUME 2682, PAGE 219, OF THE OFFICIAL RECORDS OF WILLIAMSON, COUNTY, TEXAS, SUBJECT TO.
- L. WASTEWATER LINE EASEMENT AND LICENSE AGREEMENT EXECUTED BY SHURGUARD TEXAS LIMITED PARTNERSHIP, TO HAWK MTN. DEVELOPMENT, L.L.C. UNDER DOCUMENT 2004055433, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

*M. Stephen Truesdale* 10 MAR 2014

M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TX 78681

DATE:



	ACRES	SQUARE FEET
ACQUISITION	0.013	569
CALC/DEED AREA	3.595	156,598
REMAINDER AREA	3.582	156,029



PARCEL PLAT SHOWING PROPERTY OF  
**SHURGUARD TEXAS  
LIMITED PARTNERSHIP**



SCALE 1" = 50'	CSJ # 0683-01-092	PROJECT RM 620	COUNTY WILLIAMSON
-------------------	----------------------	-------------------	----------------------

**PARCEL 3**

EXHIBIT B

County: Williamson  
 Parcel : 3-E  
 Highway: R. M. 620

## PROPERTY DESCRIPTION FOR PARCEL 3-E

DESCRIPTION OF A 0.017 ACRE (752 SQUARE FOOT) TRACT OF LAND SITUATED IN THE J.M. HARRELL SURVEY, ABSTRACT NO. 284, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 4 OF DEEPWOOD CENTER SECTION TWO SUBDIVISION RECORDED IN CABINET L, SLIDES 247-248 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS AND CONVEYED TO SHURGUARD TEXAS LIMITED PARTNERSHIP BY INSTRUMENT RECORDED IN DOCUMENT NO. 9712877 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.017 ACRE (752 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a ½" iron rod with TxDOT aluminum cap set, 70.00 feet right of proposed R.M. 620 baseline station 467+48.78, being the common boundary line of Lot 1 of Deepwood Center Section One subdivision, recorded in Cabinet J, Slide 123 of the Plat Records of Williamson County, Texas, and said Lot 4, same being the proposed southerly right-of-way (ROW) line of R.M. 620 (ROW width varies), and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed southerly ROW line, with the common boundary line of said Lot 1 and Lot 4, **S 13°27'58" W**, for a distance of **15.00** feet to a calculated point, for the most southeasterly corner of the herein described tract;
- 2) **THENCE** departing the westerly boundary line of said Lot 1, through the interior of said Lot 4, **N 77°36'53" W** for a distance of **50.17** feet to a calculated point, being the easterly boundary line of Lot 1 of the Amending Plat of Deepwood Center Section II subdivision recorded in Cabinet M, Slides 301-302 of the Plat Records of Williamson County, Texas, same being the westerly boundary line of said Lot 4, for the southwesterly corner of the herein described tract;
- 3) **THENCE**, with the common boundary line of said Lot 1 and Lot 4, **N 13°25'47" E** for a distance of **15.00** feet to a ½" iron rod with TxDOT aluminum cap set, 70.00 feet right of proposed R.M. 620 baseline station 466+98.60, being a point in said proposed southerly ROW line of R.M. 620 (ROW width varies), for the northwesterly corner of the herein described tract;
- 4) **THENCE**, with said proposed southerly ROW line, through the interior of said Lot 4, **S 77°36'53" E** for a distance of **50.17** feet to the **POINT OF BEGINNING** and containing 0.017 acres (752 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*

Date

*20 MAY 2014*

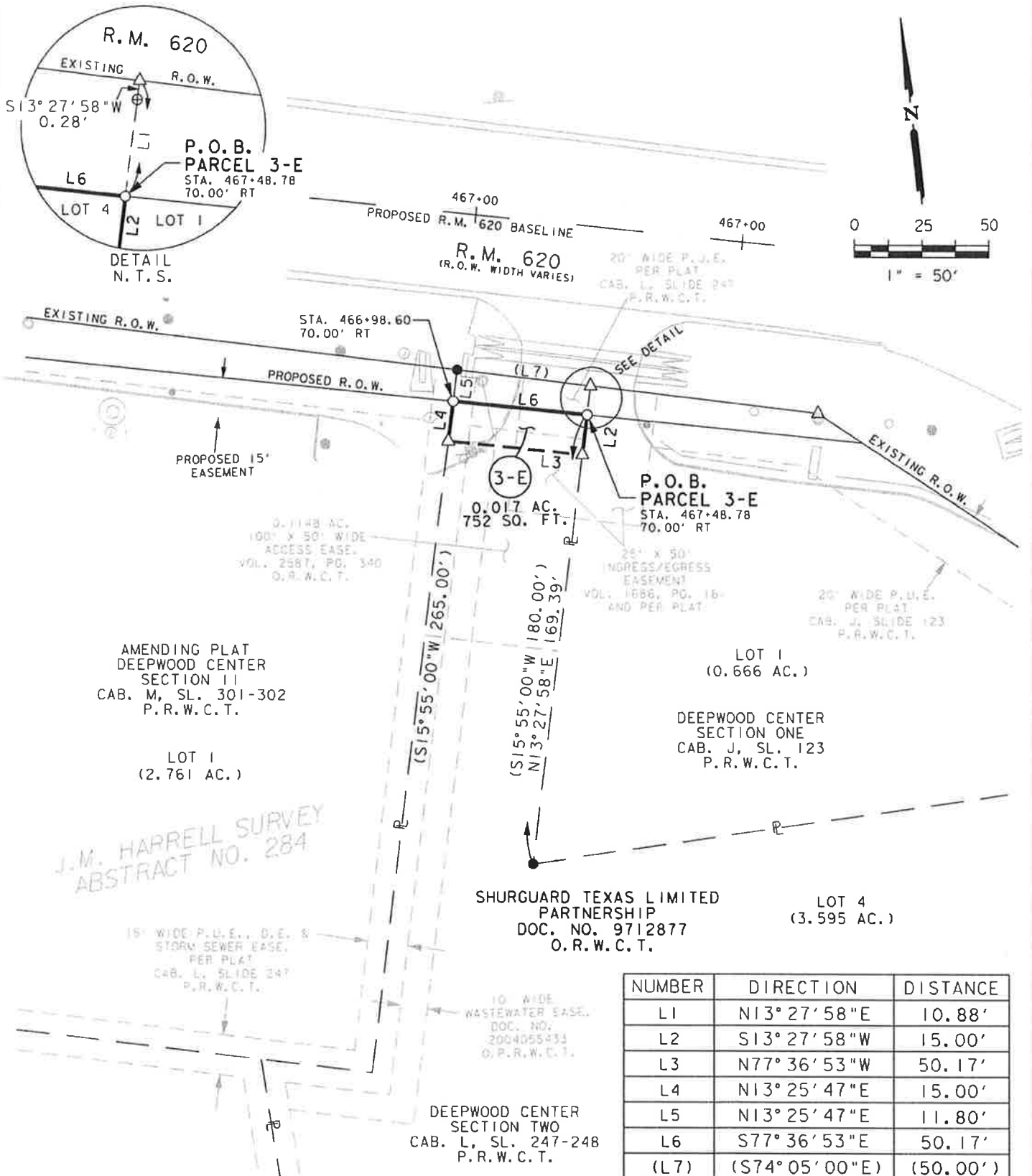
M. Stephen Truesdale  
 Registered Professional Land Surveyor No. 4933  
 Licensed State Land Surveyor  
 Inland Geodetics, LLC  
 Firm Registration No: 100591-00  
 1504 Chisholm Trail Road, Suite 103  
 Round Rock, TX 78681





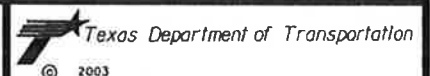
PLAT TO ACCOMPANY PARCEL DESCRIPTION

03/27/14  
PAGE 2 OF 3



**INLAND GEODETICS**  
PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF  
**SHURGUARD TEXAS LIMITED PARTNERSHIP**



SCALE  
1" = 50'

PROJECT  
RM 620

COUNTY  
WILLIAMSON

**PARCEL 3-E**

## LEGEND

## PLAT TO ACCOMPANY PARCEL DESCRIPTION

■	TXDOT TYPE I CONCRETE MONUMENT FOUND	ℙ	PROPERTY LINE
⊗	1/2" IRON ROD SET W/ TXDOT ALUMINUM CAP TO BE REPLACED BY TYPE II MONUMENT	( )	RECORD INFORMATION
⊠	TXDOT TYPE II CONCRETE MONUMENT FOUND	—/—	LINE BREAK
●	1/2" IRON ROD FOUND UNLESS NOTED	⌒	LAND HOOK
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	P.O.B.	POINT OF BEGINNING
⊙	COTTON GIN SPINDLE FOUND	P.O.R.	POINT OF REFERENCE
⊕	PK NAIL FOUND	N.T.S.	NOT TO SCALE
×	X CUT FOUND	D.R.W.C.T.	DEED RECORDS
▲	60/D NAIL FOUND	O.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	O.P.R.W.C.T.	OFFICIAL RECORDS
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "TXDOT" SET (UNLESS NOTED OTHERWISE)	P.R.W.C.T.	WILLIAMSON COUNTY, TEXAS
⊕	CENTER LINE		OFFICIAL PUBLIC RECORDS
			WILLIAMSON COUNTY, TEXAS
			PLAT RECORDS
			WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone using a combined surface adjustment factor of 1.00011.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 9691-14-1013, ISSUED BY TEXAS AMERICAN TITLE COMPANY, EFFECTIVE DATE JANUARY 16, 2014, ISSUE DATE JANUARY 24, 2014.

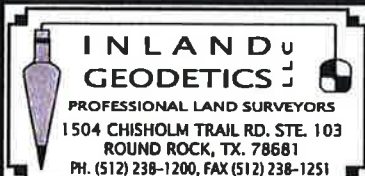
- I. RESTRICTIVE COVENANTS: CABINET L, SLIDES 247-248, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 10C. A PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH ALONG THE EASTERLY PROPERTY OF THE SUBJECT PROPERTY FOR PUBLIC UTILITIES, AS SHOWN PER THE RECORDED PLAT THEREOF, DOES NOT AFFECT.
- D. A PUBLIC UTILITY EASEMENT 7.5 FEET IN WIDTH ALONG THE SOUTHERLY PROPERTY LINE OF THE SUBJECT PROPERTY FOR PUBLIC UTILITIES, AS SHOWN PER THE RECORDED PLAT THEREOF, DOES NOT AFFECT.
- E. A PUBLIC UTILITY EASEMENT, DRAINAGE EASEMENT AND STORM SEWER EASEMENT 7.5 FEET IN WIDTH ALONG THE WESTERLY AND NORTHWESTERLY PROPERTY LINES OF THE SUBJECT PROPERTY FOR PUBLIC UTILITIES, AS SHOWN PER THE RECORDED PLAT THEREOF, AFFECTS AS SHOWN.
- F. A PUBLIC UTILITY EASEMENT 20 FEET IN WIDTH ALONG THE MOST NORTHERLY PROPERTY LINE OF THE SUBJECT PROPERTY FOR PUBLIC UTILITIES, AS SHOWN PER THE RECORDED PLAT THEREOF, AFFECTS AS SHOWN.
- G. AN EASEMENT BEING 25' X 50' IN THE NORTHEAST CORNER OF THE ACCESS PORTION OF THE PROPERTY AS SHOWN PER THE RECORDED PLAT THEREOF, AFFECTS AS SHOWN.
- H. EASEMENTS FOR 8" WATERLINE AND 6" WASTEWATER LINE ALONG THE MOST NORTHERLY BOUNDARY OF PROPERTY ADJOINING R.M. 620 AS SET OUT IN VOLUME 2587, PAGE 350, OF THE OFFICIAL RECORDS OF WILLIAMSON, COUNTY TEXAS, SUBJECT TO.
- I. INGRESS, EGRESS AND REGRESS EASEMENT RETAINED IN DEED TO JAY B. BRIDWELL EXECUTED BY DEEPWOOD CENTER JOINT VENTURE IN VOLUME 2533, PAGE 748 & VOLUME 2587, PAGE 340 CORRECTS VOLUME 2533, PAGE 748, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- J. MUTUAL AGREEMENT EASEMENT BY AND BETWEEN FRANKLIN SAVINGS ASSOCIATION AND KF DEVELOPMENT COMPANY IN VOLUME 1686, PAGE 161, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- K. AFFIDAVIT OF POLLUTION ABATEMENT PLAN IN VOLUME 2682, PAGE 219, OF THE OFFICIAL RECORDS OF WILLIAMSON, COUNTY, TEXAS, SUBJECT TO.
- L. WASTEWATER LINE EASEMENT AND LICENSE AGREEMENT EXECUTED BY SHURGUARD TEXAS LIMITED PARTNERSHIP, TO HAWK MTN. DEVELOPMENT, L.L.C. UNDER DOCUMENT 2004055433, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

*M. Stephen Truesdale* 20 MAY 2014

M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, LLC  
FIRM REGISTRATION NO. 100591-00  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TX 78681

DATE:



PARCEL PLAT SHOWING PROPERTY OF  
**SHURGUARD TEXAS  
LIMITED PARTNERSHIP**

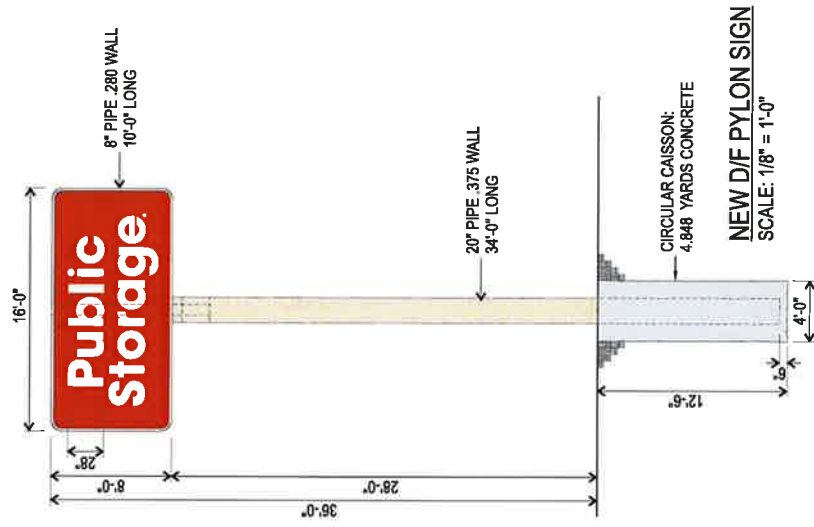


SCALE  
1" = 50'

PROJECT  
RM 620

COUNTY  
WILLIAMSON

**PARCEL 3-E**



**16265 Star Road**    **Nampa, ID 83687**    **toll free: 800.592.8058**    **tele: 208.345.4020**    **fax: 208.336.9886**    **[www.imagenational.com](http://www.imagenational.com)**

[illegible]



# EXHIBIT "D"

**Notice of Confidentiality Rights:** If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed in the public records: your Social Security Number or your Driver's License Number.



## DEED

RM 620 Right of Way

**TxDOT ROW CSJ:** 0683-01-092

**TxDOT Parcel No.:** 3

**Grantor(s), whether one or more:** SSC EVERGREEN, LLC, a Delaware limited liability company, successor in interest to SHURGARD TEXAS LIMITED PARTNERSHIP, a Washington limited partnership

**Grantor's Mailing Address (including county):**

701 Western Avenue  
Glendale, California 91201  
Los Angeles County

**Grantee:** THE STATE OF TEXAS, acting by and through the Texas Transportation Commission

**Grantee's Authority:**

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

**Grantee's Mailing Address (including county):**

Texas Department of Transportation  
Attn: Right of Way Administrator  
7901 N. IH 35  
Austin, Texas 78761

**Consideration:**

The sum of Ten Thousand and no/100 Dollars (\$10,000.00) and other good and valuable consideration to Grantor in hand paid by the City of Round Rock, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied. The consideration recited herein represents a settlement and

compromise by all parties as to the value of the property herein conveyed in order to avoid formal eminent domain proceedings and the added expenses of litigation.

**Property:**

All of that certain tract or parcel of land in Williamson County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

**Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: NONE

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

**GRANTOR**, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, by, through, or under Grantor, but not otherwise.

EXECUTED on the date(s) of acknowledgement indicated below.

*[signature page follows]*

**GRANTOR:**

SSC EVERGREEN, LLC,  
a Delaware limited liability company,  
successor in interest to  
SHURGARD TEXAS LIMITED PARTNERSHIP,  
a Washington limited partnership

By: Shurgard Storage Centers, LLC,  
a Delaware limited liability company,  
Its: Managing Member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

State of California  
County of Los Angeles

On \_\_\_\_\_, 2017 before me, \_\_\_\_\_, Notary Public, personally appeared, \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Seal

# EXHIBIT "E"

## PUBLIC UTILITY EASEMENT

RM 620 Improvement Project

THE STATE OF TEXAS

§

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

That SSC EVERGREEN, LLC, a Delaware limited liability company, successor in interest to SHURGARD TEXAS LIMITED PARTNERSHIP, a Washington Limited Partnership, whose current address is 701 Western Avenue, Glendale, CA 91201-2349 and its successors and assigns, ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the CITY OF ROUND ROCK, TEXAS, a municipal corporation situated in the County of Williamson and State of Texas ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee certain rights and interests in the nature of a perpetual public utility easement and right-of-way in, upon, over, under, above and across the following described property, to-wit:

All of that certain 0.017 acre (752 square foot) tract of land situated in the J.M. Harrell Survey, Abstract No. 284, Williamson County, Texas; and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (**Parcel 3-PUE**).

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of location, placement, relocation, construction, operation, enlargement, maintenance, alteration, repair, rebuilding, removal and patrol of public utilities, to-wit: electric transmission and distribution lines, telecommunication and cable television lines, water lines, natural gas lines, wastewater lines, sanitary sewer lines, connecting lines, access facilities and related equipment, stormwater lines, drainage systems and structures, all necessary conduits, valves, vaults, manholes, ventilators and appurtenances, storm sewers and collection facilities, drainage pipes and all other subsurface drainage structures, and any necessary subsurface accessories, or operations.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Except as otherwise noted, the easement, rights and privileges herein granted shall be perpetual, provided however that said easement, rights, and privileges shall cease and revert to Grantor in the event the utilities are abandoned, or shall cease to be used, for a period of five (5) consecutive years.

The perpetual easement, right-of-way, rights and privileges granted herein are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant, without the express written consent of Grantee, which consent shall not be unreasonably withheld. Grantee shall have the right to review any proposed easement or conflicting use to determine the effect, if any, on the utilities contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the utilities thereon.

Grantor also retains, reserves, and shall continue to enjoy the surface of such easement for any and all purposes which do not interfere with and prevent the use by Grantee of the easement, including the right to build and use the surface of the easement for private streets, roads, driveways, alleys, walks, gardens, lawns, parking areas and other like uses; provided Grantor shall not erect or construct on the easement any building or other structure such as a patio, swimming pool, sport court, storage shed, accessory building, barbeque pit or similar structure, or drill or operate any well, or construct any reservoir or other obstruction on the easement, or diminish or substantially add to the ground cover over the facilities. Grantee shall not be responsible or liable for the removal, repair or damage to any property, structure, building, or other use inconsistent with the rights conveyed to Grantee by the easement; provided, however, before constructing any improvements, at least ten (10) days' written notice shall be provided to Grantor of the general plans of the improvement to be constructed on the easement, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the easement.

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the easement, nor use the easement to stage or deposit tools, implements, and other materials or spoils.
- (b) Grantee shall promptly backfill any trench made by it on the easement and repair any damage it shall do to Grantor's private roads or lanes on the lands and restore any of Grantor's land disturbed by work undertaken by Grantee for purposes of construction, removal, demolition and/or maintenance to its condition that existed prior to the commencement of such work.
- (c) To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall maintain, and shall require its contractor(s) to maintain, adequate liability insurance during its activities on the easement and to be responsible for any damage or injury incurred as a result of its activities on the easement.
- (d) Grantee shall perform all work undertaken by Grantee in a good and workmanlike manner and to promptly complete its work within the easement and shall not unreasonably interfere with the use of Grantor's property by Grantor or any of Grantor's tenants, invitees or guests.
- (e) No cost or expense shall be incurred by Grantor in connection with any of Grantee's use, construction, removal, demolition, and/or maintenance pursuant to this easement.
- (f) The easement is a portion of the Public Storage self-storage facility at 1517 Round Rock Avenue, Round Rock, Texas ("Facility"), and the sole access to the Facility is through the easement. Unless otherwise agreed to between the Grantor and Grantee in advance, Grantee shall maintain access to the Facility at all times (i.e., at least half of any driveway

must be usable by vehicles entering or exiting the Facility at all times). Grantee shall not interfere with Public Storage's operations at the Facility and shall use its best efforts to schedule the project so that work does not occur on the easement on the first or last days of each calendar month.

It is understood and agreed that any and all equipment and facilities placed upon said property by Grantee shall remain the property of Grantee.

This grant is made in lieu of condemnation under eminent domain.

Grantor hereby dedicates the easement as a public utility easement for the purposes stated herein.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said utilities and for making connections therewith, and Grantor does hereby bind itself, its successors and assigns and legal representatives, to WARRANT AND FOREVER DEFEND, all and singular, the said easement and rights and interests unto the City of Round Rock, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2017.

**GRANTOR:**

SSC EVERGREEN, LLC,  
a Delaware limited liability company

By: Shurgard Storage Centers, LLC,  
a Delaware limited liability company,  
Its: Managing Member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

On \_\_\_\_\_, 2017 before me, \_\_\_\_\_, Notary Public, personally appeared, \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

Seal



# City of Round Rock

## Agenda Item Summary

**Agenda Number: F.15**

---

**Title:** Consider a resolution authorizing the Mayor to execute a Contract with National Power Rodding Corporation for the Parkfield Circle Culvert Rehabilitation Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

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

**Cost:** \$192,575.40

**Indexes:** 2014 Drainage Revenue Bonds

**Attachments:** Resolution, Bid Tab, Letter of Recommendation, Form 1295, Map

**Department:** Utilities and Environmental Services

---

### Text of Legislative File 2018-5129

The Parkfield Circle Culvert Rehabilitation project is necessary to correct deterioration of the culverts along the creek tributary in the Windy Park residential neighborhood south of the Clay Madsen Recreation Center/Gattis School Road. The project includes construction of a concrete headwall at the upstream end and replacement of concrete rip-rap at the downstream end of the existing corrugated metal pipes under Parkfield Circle, and associated curb, sidewalk, and railing replacements. The project also includes installation of a cementitious lining either in the pipe inverts or within the entire inner pipe surfaces, as selected by the City. Furthermore, the project includes options for the City to select invert lining or full inner surface lining of the corrugated metal pipe culverts under Hampton Lane, the next downstream road crossing along the aforementioned tributary.

Bidders were notified that the project was being bid under Texas Government Code Chapter 2269 which allows the City to consider criteria other than just bid price.

Eight bids were received for the project. Upon review of the bids, supporting information provided by the bidders, and references, City staff believes that the City should select the Alternate Bid, which provides for full inner pipe surface lining at Parkfield Circle, plus Add Alternate Bid 1, which provides for pipe invert lining at Hampton Lane. National Power Rodding Corporation has submitted bids that provide the best value to the City, considering the criteria of Texas Government Code Chapter 2269, of \$156,725.40 and \$35,850.00 for the Alternate Bid and Add Alternate Bid 1, respectively, for a total estimated contract price of \$192,575.40.



See the attached letter of recommendation. The cost estimate for the Alternate Bid plus Add Alternate Bid 1 prior to receipt of bids was approximately \$287,000.

**Cost: \$192,575.40**

**Source of Funds: 2014 Drainage Revenue bonds**

## **RESOLUTION NO. R-2018-5129**

**WHEREAS**, the City of Round Rock has duly advertised for bids for the Parkfield Circle Culvert Rehabilitation Project pursuant to Chapter 2269 of the Government Code; and

**WHEREAS**, the chosen procurement method for the Parkfield Circle Culvert Rehabilitation Project was the Competitive Bidding Method described in Section 2269.101 of the Government Code; and

**WHEREAS**, Section 2269.055 of the Government Code sets forth criteria to consider in awarding a contract under Chapter 2269; and

**WHEREAS**, after receiving and evaluating bids pursuant to the criteria set forth in Section 2269.055, the City of Round Rock determines that National Power Rodding Corporation is the lowest responsible bidder; and

**WHEREAS**, the City Council now wishes to enter into a “Standard Form of Agreement Between Owner and Contractor” with National Power Rodding Corporation, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a “Standard Form of Agreement between Owner and Contractor” with National Power Rodding Corporation for the Parkfield Circle Culvert Rehabilitation 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 25th day of January, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk

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

**BIDS EXTENDED AND CHECKED**

BY : Dillon Johns  
 DATE : 12/19/2017

*DS*

## BID TABULATION

SHEET: 1 of 4

CONTRACT : Parkfield Circle Culvert Rehabilitation	Quadex Lining Systems, LLC	Proshot Concrete, Inc.	Boretex, LLC	D&S Concrete Contractors
LOCATION : 2008 Enterprise Drive	Statement of Safety? Yes	Statement of Safety? Yes	Statement of Safety? Yes	Statement of Safety? Yes
DATE: 12/19/2017	Addenda? Yes	Addenda? Yes	Addenda? Yes	Addenda? Yes
TIME: 2:00pm	Bid Bond? Yes	Bid Bond? Yes	Bid Bond? Yes	Bid Bond? Yes

### BASE BID

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Remove P.C. concrete slab (riprap)	1600	S.F.	\$9.20	\$14,720.00	\$8.00	\$12,800.00	\$8.00	\$12,800.00	\$8.00	\$12,800.00
2	Channel Excavation	35	C.Y.	<del>\$69.00</del>	\$2,415.00	\$1,500.00	\$52,500.00	\$60.00	\$2,100.00	\$150.00	\$5,250.00
3	Remove P.C. concrete sidewalk	710	S.F.	\$9.20	\$6,532.00	\$7.50	\$5,325.00	\$7.00	\$4,970.00	\$8.00	\$5,680.00
4	Remove P.C. concrete curb & gutter	155	L.F.	\$9.20	\$1,426.00	\$20.00	\$3,100.00	\$11.00	\$1,705.00	\$21.00	\$3,255.00
5	P.C. concrete headwall	17	C.Y.	\$1,437.50	\$24,437.50	\$1,000.00	\$17,000.00	\$1,495.00	\$25,415.00	\$1,500.00	\$25,500.00
6	Concrete riprap	25	C.Y.	\$488.75	\$12,218.75	\$300.00	\$7,500.00	\$380.00	\$9,500.00	\$800.00	\$20,000.00
7	New P.C. concrete sidewalk	710	S.F.	\$9.49	<u>\$6,737.90</u>	\$10.00	\$7,100.00	\$11.00	\$7,810.00	\$12.00	\$8,520.00
8	Remove & discard existing railing	76	L.F.	\$13.80	\$1,048.80	\$20.00	\$1,520.00	\$15.00	\$1,140.00	\$15.00	\$1,140.00
9	Install new railing	81	L.F.	\$120.75	\$9,780.75	\$100.00	\$8,100.00	\$42.00	\$3,402.00	\$100.00	\$8,100.00
10	CMP inert repair	25	S.F.	\$100.00	\$2,500.00	\$150.00	\$3,750.00	\$30.00	\$750.00	\$300.00	\$7,500.00
11	Fill voids around CMP	25	C.F.	\$200.00	\$5,000.00	\$300.00	\$7,500.00	\$38.00	\$950.00	\$500.00	\$12,500.00
12	Lining of CMP (Invert)	1075	S.F.	\$44.18	\$47,493.50	\$60.00	\$64,500.00	\$20.00	\$21,500.00	\$35.00	\$37,625.00
13	Barricades, signs, & traffic handling	1	L.S.	\$1,150.00	\$1,150.00	\$18,330.00	\$18,330.00	\$9,200.00	\$9,200.00	\$8,000.00	\$8,000.00
14	P.C. concrete curb & gutter	155	L.F.	\$48.30	\$7,486.50	\$30.00	\$4,650.00	\$22.00	\$3,410.00	\$30.00	\$4,650.00
15	Repair concrete curb inlet	1	L.S.	\$1,437.50	\$1,437.50	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$12,000.00	\$12,000.00
16	Erosion control w/ rock berm	1	L.S.	\$300.00	\$300.00	\$1,050.00	\$1,050.00	\$1,900.00	\$1,900.00	\$4,000.00	\$4,000.00
17	Restoration/Revegetation	1	L.S.	\$500.00	\$500.00	\$1,700.00	\$1,700.00	\$6,500.00	\$6,500.00	\$3,500.00	\$3,500.00
<b>TOTAL BASE BID:</b>				<u>\$145,184.20</u>		\$221,425.00		\$114,552.00		\$180,020.00	

Italics and underline (\$XXXX.XX) indicate correction upon tabulation of bids where written unit price differed from unit price figures, or figures were otherwise not correctly entered.

  Fill indicates written clarification requested after bid opening and received from bidder.

## BID TABULATION

Contract: Parkfield Circle Culvert Rehabilitation (Continued)

SHEET: 2 of 4

	Quadex Lining Systems, LLC	Proshot Concrete, Inc.	Boretex, LLC	D&S Concrete Contractors
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### ALTERNATE BID

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
A-1	Lining of CMP (Circumference)	2750	S.F.	\$32.46	\$89,265.00	\$55.00	\$151,250.00	\$20.00	\$55,000.00	\$20.00	\$55,000.00
A-2	Barricades, signs, & traffic handling	1	L.S.	\$1,150.00	\$1,150.00	\$29,000.00	\$29,000.00	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00
N/A	Base Bid Items 1 thru 11 and 14 thru 17	N/A	N/A		\$96,540.70		\$138,595.00		\$83,852.00		\$134,395.00
<b>TOTAL ALTERNATE BID:</b>					<u><b>\$186,955.70</b></u>		<u><b>\$318,845.00</b></u>		<u><b>\$141,852.00</b></u>		<b>\$197,395.00</b>

### ADD ALTERNATE NO.1

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
AA1-1	Barricades, signs, & traffic handling	1	L.S.	\$1,150.00	\$1,150.00	\$26,000.00	\$26,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
AA1-2	CMP Invert Repair	40	S.F.	\$95.00	\$3,800.00	\$150.00	\$6,000.00	\$30.00	\$1,200.00	\$300.00	\$12,000.00
AA1-3	Fill voids around CMP	25	C.F.	\$200.00	\$5,000.00	\$300.00	\$7,500.00	\$38.00	\$950.00	\$500.00	\$12,500.00
AA1-4	Lining of CMP (Invert)	1800	S.F.	\$27.07	\$48,726.00	\$65.00	\$117,000.00	\$20.00	\$36,000.00	\$30.00	\$54,000.00
AA1-5	Trim CMP (approx. 1") & seal edges	105	L.F.	\$7.00	\$735.00	\$100.00	\$10,500.00	\$12.00	\$1,260.00	\$12.00	\$1,260.00
<b>TOTAL ADD ALTERNATE NO.1:</b>					<b>\$59,411.00</b>		<b>\$167,000.00</b>		<b>\$43,910.00</b>		<b>\$84,760.00</b>

### ADD ALTERNATE NO.2

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
AA2-1	Barricades, signs, & traffic handling	1	L.S.	\$1,150.00	\$1,150.00	\$39,000.00	\$39,000.00	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00
AA2-2	Lining of CMP (Circumference)	4950	S.F.	\$22.92	\$113,454.00	\$55.00	\$272,250.00	\$16.00	\$79,200.00	\$20.00	\$99,000.00
N/A	Add Alt. No. 1 Items AA1-2, 3, and 5	N/A	N/A		\$9,535.00		\$24,000.00		\$3,410.00		\$25,760.00
<b>TOTAL ADD ALTERNATE NO.2:</b>					<b>\$124,139.00</b>		<u><b>\$335,250.00</b></u>		<u><b>\$87,110.00</b></u>		<b>\$128,760.00</b>

### OTHER TOTALS

<b>TOTAL BASE BID + ADD ALTERNATE NO. 1:</b>					<b>\$204,595.20</b>		<b>\$388,425.00</b>		<b>\$158,462.00</b>		<b>\$264,780.00</b>
<b>TOTAL BASE BID + ADD ALTERNATE NO.2:</b>					<b>\$269,323.20</b>		<b>\$556,675.00</b>		<b>\$201,662.00</b>		<b>\$308,780.00</b>
<b>TOTAL ALTERNATE BID + ADD ALT. NO. 1:</b>					<b>\$246,366.70</b>		<b>\$485,845.00</b>		<b>\$185,762.00</b>		<b>\$282,155.00</b>
<b>TOTAL ALTERNATE BID + ADD ALT. NO. 2:</b>					<b>\$311,094.70</b>		<b>\$654,095.00</b>		<b>\$228,962.00</b>		<b>\$326,155.00</b>

Italics and underline (\$XXXX.XX) indicate correction upon tabulation of bids where written unit price differed from unit price figures, or figures were otherwise not correctly entered.

## BID TABULATION

CONTRACT : Parkfield Circle Culvert Rehabilitation (Continued)

SHEET: 3 of 4

	TCB Construction, Inc.	AARON Concrete Contractors, LP	Central Road and Utility, Ltd dba CRU, Ltd	National Power Rodding Corp.
LOCATION : 2008 Enterprise Drive	Statement of Safety? Yes	Statement of Safety? Yes	Statement of Safety? Yes	Statement of Safety? Yes
DATE: 12/19/2017	Addenda? 1 of 2	Addenda? Yes	Addenda? Yes	Addenda? Yes
TIME: 2:00pm	Bid Bond? Yes	Bid Bond? Yes	Bid Bond? Yes	Bid Bond? Yes

### BASE BID

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Remove P.C. concrete slab (riprap)	1600	S.F.	\$10.00	\$16,000.00	\$12.00	\$19,200.00	\$7.60	\$12,160.00	\$8.25	\$13,200.00
2	Channel Excavation	35	C.Y.	\$55.00	\$1,925.00	\$280.00	\$9,800.00	\$127.00	\$4,445.00	\$60.50	\$2,117.50
3	Remove P.C. concrete sidewalk	710	S.F.	\$5.00	\$3,550.00	\$5.00	\$3,550.00	\$7.60	\$5,396.00	\$8.80	\$6,248.00
4	Remove P.C. concrete curb & gutter	155	L.F.	\$11.00	\$1,705.00	\$15.00	\$2,325.00	\$25.50	\$3,952.50	\$7.70	\$1,193.50
5	P.C. concrete headwall	17	C.Y.	\$1,200.00	\$20,400.00	\$1,475.00	\$25,075.00	<u><b>\$2,240.40</b></u>	<u><b>\$38,086.80</b></u>	<u><b>\$1,375.00</b></u>	\$23,375.00
6	Concrete riprap	25	C.Y.	\$650.00	\$16,250.00	\$630.00	\$15,750.00	\$1,147.50	\$28,687.50	\$412.50	\$10,312.50
7	New P.C. concrete sidewalk	710	S.F.	\$7.00	\$4,970.00	\$18.00	\$12,780.00	\$17.80	\$12,638.00	\$7.98	\$5,665.80
8	Remove & discard existing railing	76	L.F.	\$4.00	\$304.00	\$5.00	\$380.00	\$25.40	\$1,930.40	\$11.00	\$836.00
9	Install new railing	81	L.F.	\$75.00	\$6,075.00	<u><b>\$85.00</b></u>	<u><b>\$6,885.00</b></u>	\$125.00	\$10,125.00	\$104.50	\$8,464.50
10	CMP inert repair	25	S.F.	\$250.00	\$6,250.00	\$40.00	\$1,000.00	\$67.60	\$1,690.00	\$150.00	\$3,750.00
11	Fill voids around CMP	25	C.F.	\$250.00	\$6,250.00	\$128.00	\$3,200.00	\$125.00	\$3,125.00	\$80.00	\$2,000.00
12	Lining of CMP (Invert)	1075	S.F.	\$39.00	\$41,925.00	\$32.00	\$34,400.00	\$30.60	\$32,895.00	\$19.00	\$20,425.00
13	Barricades, signs, & traffic handling	1	L.S.	\$5,500.00	\$5,500.00	\$3,000.00	\$3,000.00	\$13,387.40	\$13,387.40	\$6,000.00	\$6,000.00
14	P.C. concrete curb & gutter	155	L.F.	\$25.00	\$3,875.00	\$41.00	\$6,355.00	\$70.10	\$10,865.50	\$40.70	\$6,308.50
15	Repair concrete curb inlet	1	L.S.	\$1,500.00	\$1,500.00	\$4,550.00	\$4,550.00	\$3,180.50	\$3,180.50	\$1,100.00	\$1,100.00
16	Erosion control w/ rock berm	1	L.S.	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00	\$4,208.30	\$4,208.30	\$1,904.10	\$1,904.10
17	Restoration/Revegetation	1	L.S.	\$800.00	\$800.00	\$3,500.00	\$3,500.00	\$6,236.30	\$6,236.30	\$5,000.00	\$5,000.00
<b>TOTAL BASE BID:</b>					<b>\$140,279.00</b>		<u><b>\$159,750.00</b></u>		<u><b>\$193,009.20</b></u>		<b>\$117,900.40</b>

Italics and underline (\$XXXX.XX) indicate correction upon tabulation of bids where written unit price differed from unit price figures, or figures were otherwise not correctly entered.

  Fill indicates written clarification requested after bid opening and received from bidder.



## BID TABULATION

Contract: Parkfield Circle Culvert Rehabilitation (Continued)

SHEET: 4 of 4

	TCB Construction, Inc.	AARON Concrete Contractors, LP	Central Road and Utility, Ltd dba CRU, Ltd	National Power Rodding Corp.
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### ALTERNATE BID

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
A-1	Lining of CMP (Circumference)	2750	S.F.	\$35.00	\$96,250.00	\$32.00	\$88,000.00	\$30.60	\$84,150.00	\$21.00	\$57,750.00
A-2	Barricades, signs, & traffic handling	1	L.S.	\$6,500.00	\$6,500.00	\$1,350.00	\$1,350.00	\$7,468.30	\$7,468.30	\$7,500.00	\$7,500.00
N/A	Base Bid Items 1 thru 11 and 14 thru 17	N/A	N/A		\$92,854.00		\$122,350.00		\$146,726.80		\$91,475.40
<b>TOTAL ALTERNATE BID:</b>					<b>\$195,604.00</b>		<b><u>\$211,700.00</u></b>		<b><u>\$238,345.10</u></b>		<b>\$156,725.40</b>

### ADD ALTERNATE NO.1

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
AA1-1	Barricades, signs, & traffic handling	1	L.S.	\$5,000.00	\$5,000.00	\$2,700.00	\$2,700.00	\$7,468.30	\$7,468.30	\$2,500.00	\$2,500.00
AA1-2	CMP Invert Repair	40	S.F.	\$125.00	\$5,000.00	\$39.00	\$1,560.00	\$48.40	\$1,936.00	\$20.00	\$800.00
AA1-3	Fill voids around CMP	25	C.F.	\$216.00	\$5,400.00	<u>\$128.32</u>	<u>\$3,208.00</u>	\$77.50	\$1,937.50	\$75.00	\$1,875.00
AA1-4	Lining of CMP (Invert)	1800	S.F.	\$29.00	\$52,200.00	<u>\$28.00</u>	<u>\$50,400.00</u>	\$30.60	\$55,080.00	\$15.00	\$27,000.00
AA1-5	Trim CMP (approx. 1") & seal edges	105	L.F.	\$65.00	\$6,825.00	\$12.00	\$1,260.00	\$38.20	\$4,011.00	\$35.00	\$3,675.00
<b>TOTAL ADD ALTERNATE NO.1:</b>					<b>\$74,425.00</b>		<b><u>\$59,128.00</u></b>		<b>\$70,432.80</b>		<b>\$35,850.00</b>

### ADD ALTERNATE NO.2

ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
AA2-1	Barricades, signs, & traffic handling	1	L.S.	\$8,000.00	\$8,000.00	\$1,400.00	\$1,400.00	\$6,833.20	\$6,833.20	\$5,000.00	\$5,000.00
AA2-2	Lining of CMP (Circumference)	4950	S.F.	\$29.00	\$143,550.00	\$35.00	\$173,250.00	\$30.60	\$151,470.00	\$20.29	\$100,435.50
N/A	Add Alt. No. 1 Items AA1-2, 3, and 5	N/A	N/A		\$17,225.00		\$6,028.00		\$7,884.50		\$6,350.00
<b>TOTAL ADD ALTERNATE NO.2:</b>					<b>\$168,775.00</b>		<b><u>\$180,678.00</u></b>		<b>\$166,187.70</b>		<b>\$111,785.50</b>

### OTHER TOTALS

<b>TOTAL BASE BID + ADD ALTERNATE NO. 1:</b>					<b>\$214,704.00</b>		<b>\$218,878.00</b>		<b>\$263,442.00</b>		<b>\$153,750.40</b>
<b>TOTAL BASE BID + ADD ALTERNATE NO.2:</b>					<b>\$309,054.00</b>		<b>\$340,428.00</b>		<b>\$359,196.90</b>		<b>\$229,685.90</b>
<b>TOTAL ALTERNATE BID + ADD ALT. NO. 1:</b>					<b>\$270,029.00</b>		<b>\$270,828.00</b>		<b>\$308,777.90</b>		<b>\$192,575.40</b>
<b>TOTAL ALTERNATE BID + ADD ALT. NO. 2:</b>					<b>\$364,379.00</b>		<b>\$392,378.00</b>		<b>\$404,532.80</b>		<b>\$268,510.90</b>

Italics and underline (XXXXXX) indicate correction upon tabulation of bids where written unit price differed from unit price figures, or figures were otherwise not correctly entered.



**Mayor**  
Craig Morgan

**Councilmembers**  
Tammy Young  
Rene Flores  
Frank Leffingwell  
Writ Baese  
Kris Whitfield

**City Manager**  
Laurie Hadley

**Mayor Pro-Tem**  
Will Peckham

**City Attorney**  
Stephan L. Sheets

Mr. Michael Thane, P.E., Director  
City of Round Rock Utilities and Environmental Services Department  
2008 Enterprise Drive  
Round Rock, Texas 78664

January 3, 2018

RE: Parkfield Circle Culvert Rehabilitation

Michael,

Eight (8) bids were received and opened on December 19, 2017 for the Parkfield Circle Culvert Rehabilitation project. This project provides for the construction of a concrete headwall on the upstream end of the culverts under Parkfield Circle that convey the tributary of Dry Branch Tributary 1 running through the Windy Park residential neighborhood south of Gattis School Road and the Clay Madsen Recreation Center. The project also provides for the replacement of concrete rip-rap on the downstream end, and replacement of concrete sidewalk, curb and gutter, and railings necessitated due to the headwall and rip-rap work. The Bid Documents allow the City to select cementitious lining of either the invert or the full inner circumference of the culverts through the Base Bid or the Alternate Bid, respectively. Furthermore, if desired by the City, the project also allows the City to add invert lining or full-circumferential lining of the culverts at Hampton Lane, which is the next roadway crossing of the aforementioned tributary downstream of Parkfield Circle. A copy of the final tabulation of bids is attached.

As stipulated in the Bid Documents, this project was bid pursuant to Texas Government Code Chapter 2269 which allows the City to consider: 1) price; 2) the bidder's experience; 3) the quality of the bidder's goods or services; 4) the impact on the ability of the City to comply with rules relating to historically underutilized business; 5) the bidder's safety record; 6) the bidder's proposed personnel; 7) whether the bidder's financial capability is appropriate to the size and scope of the project; and 8) any other relevant factor specifically listed in the request for bids. Completion of a questionnaire regarding experience, quality, and personnel data was required by each bidder according to the Instructions to Bidders.

I recommend that the City award the **Alternate Bid plus Add Alternate Bid 1**. The Alternate Bid provides for full-circumferential lining of the Parkfield Circle culverts and because it includes the headwall and rip-rap construction, the result will be a permanent rehabilitation solution for the City at this location that should last for many years. Add Alternate Bid 1 includes invert lining of the culverts at Hampton Lane and the result should be a preventative maintenance solution that the City can monitor for effectiveness over the next several years.

The Instructions to Bidders in the Bid Documents included a "Bidder's Experience, Quality and Personnel Data" form that was required to be completed and submitted as part of each bidder's bid. Attached you will find the forms submitted by the two lowest bidders. Also attached you will find responses received from these bidders when additional information was requested subsequent to the bid opening.

Upon review of the information received from the two lowest bidders, it appears that the second lowest bidder, National Power Rodding Corporation, has significantly more experience in the pipe lining portion of the work than the lowest bidder, Boretex, LLC. I found Mr. Luc Larocque of Boretex, LLC to be friendly, anxious to be considered for the work, and confident that his company would perform the work to the City's satisfaction. However, because it was clear that Boretex, LLC would be receiving on-the-job training so to speak in performance of the pipe lining, I am



not confident that I would be providing our City and City Council the best advice if I recommended Boretex, LLC for the work.

Therefore, I believe that National Power Rodding Corporation has submitted the bid that represents the best value for the City when considering the criteria pursuant to Texas Government Code Chapter 2269; **and I recommend that the City award the Alternate Bid plus Add Alternate Bid 1 to National Power Rodding Corporation for the Parkfield Circle Culvert Rehabilitation project.** The Alternate Bid and Add Alternate Bid 1 submitted by National Power Rodding Corporation were \$156,725.40 and \$35,850.00, respectively, for a total estimated contract of \$192,575.40.



Danny Halden, P.E.  
City Engineer

**Exhibit "B"**  
**Parkfield Circle Culvert Rehabilitation**  
**Bidder's Experience, Quality and Personnel Data**

**1. Bidder Information:**

- a. Firm name: BORETEX LLC
- b. Contact person: LUC LAROCQUE
- c. Phone Number(s): 830-385-1838
- d. Email address: BORETEX@LIVE.COM
- e. Mailing address: 22608 HWY 71 W. SPICEWOOD  
TEXAS 78669

**2. Work to be performed by Contractor and/or Subcontractors:**

- a. If your firm listed in 1. above is awarded the Contract, mark the box beside each item below to indicate the portion(s) of the Work that would be performed by personnel under employment by your firm as Contractor:

- |                                                                             |                                                                           |
|-----------------------------------------------------------------------------|---------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Remove P.C. concrete slab (riprap)      | <input checked="" type="checkbox"/> Channel excavation                    |
| <input checked="" type="checkbox"/> Remove P.C. concrete sidewalk           | <input checked="" type="checkbox"/> Remove P.C. concrete curb and gutter  |
| <input checked="" type="checkbox"/> Install P.C. concrete headwall          | <input checked="" type="checkbox"/> Install Concrete riprap               |
| <input checked="" type="checkbox"/> Install P.C. concrete sidewalk          | <input checked="" type="checkbox"/> Remove and discard existing railing   |
| <input checked="" type="checkbox"/> Install new railing                     | <input checked="" type="checkbox"/> CMP invert repair                     |
| <input checked="" type="checkbox"/> Fill voids around CMP                   | <input checked="" type="checkbox"/> Lining of CMP                         |
| <input checked="" type="checkbox"/> Barricades, signs, and traffic handling | <input checked="" type="checkbox"/> Install P.C. concrete curb and gutter |

- b. Would subcontractors be retained to perform portions of the Work? Yes ☐ No ☐

If the answer to the question in 2.b is yes, complete the table below to list the names of any and all Subcontractors and the work that each Subcontractor would perform:

Subcontractor firm name	Description of work to be performed
SEE ATTACHMENT	

# PROJECT HISTORY

	PROJECT	ENGINEER	OWNER
1	League Line Road Sewer Line Service Extension \$185,314.00 Start 6/20/2012 Completion 9/22/2012	Bleyl & Associates 100 Nugent Street Conroe, TX. 77301 Firm No. 678	Max Ramirez 6002 Jain Lane Austin, TX. 78721 512-775-0811
2	Harbison Auto Sale Off-Site Water Line Improvements \$117,171.18 Start 8/11/2013 Completion 9/10/2013	Leo Fletcher 512-762-8300	Harbison 911 County Road 271 Leander, TX. 78613
3	Brushy Creek M.U.D. Sendero Springs Hike & Bike Trail Improvements \$105,706.90 Start 9/5/2013 Completion 12/16/2013	Baker Aicklen & Associates, Inc. 507 W. Liberty Ave. Round Rock, Tx. 78664 Tim Bargainer 512-244-9620	Brushy Creek M.U.D. 16318 Great Oaks Drive Round Rock, Tx. 78681 512-255-7871
4	Sunfeild M.U.D. Pond S-1 Repair \$74,209.25 Start 12/18/2013 Completion 12/18/2013	Murfee Engineering 1101 Cap. Of Tx. S. D110 Austin, Tx. 78746 512-327-9204	Sunfeild M.U.D. 3 Greenway Plaza Ste. 2000 Houston, Tx. 77046
5	Stony Point Wastewater Collection System Ph. 5 \$196,019.00 Start 11/11/2013 Completion 5/30/2014	Steger Bizell 1978 S. Austin Ave. Georgetown, Tx. 78626 Aaron Laughlin 512-930-9412	Bastrop County 804 Pecan Street Bastrop, Tx. 78602 Judge Ray Pape 512-581-7104
6	La Cascada Cottages Escondido Marble Falls, Tx. 78654 \$367,195.60 Start 3/5/2014 Completion 1/1/2015	Willis Engineering 310 Main Street Marble Falls, Tx. 78654 830-693-3566	RJM Contractors, Inc. 3629 Lovell Ave. Ft. Worth, Tx. 76107 Scott Randolph
7	City Wide Sidewalk Program Site Improvements Ph. 2 \$75,870.43 Start 8/15/2014 Completion 10/15/2014	Baker Aicklen 507 W. Liberty Ave. Round Rock, Tx. 78664 512-244-9620	City of Ceder Park 1435 Main Street Ceder Park, Tx. 78613 Tom Glada

PROJECT HISTORY			
	PROJECT	ENGINEER	OWNER
8	Club House Repair at Golf Course Escondido Marble Falls, Tx. 78654 \$82,000.00 Start 1/15/2015 Completion 2/30/2015	In House	RJM Contractors, Inc. 3629 Lovell Ave. Ft. Worth, Tx. 76107 Scott Randolph
9	Williamson Co. WSIDD#3 City of Round Rock Emergency Connect Austin, Tx. 78701 \$164,478.60 Start 4/1/2015 Completion 7/31/2015	Murfee Engineering 1101 Cap. Of Tx. S. Ste.110 Austin, Tx. 78746	Williamson Co. Water Sewer Irrigation and Dranage C/O Ambrust & Brown PLLC 100 Congress Ave., Ste. 1300 Austin, Tx. 78701
10	Lazy Nine M.U.D. A-1 Disinfection Improvements Austin, Texas 78734 \$127,159.44 Start 11/15/2015 Completion 4/18/2016	Malone/Wheeler, Inc. 5113 Southwest Pkwy. #260 Austin, Tx. 78735 512-217-1655	Lazy Nine Travis County M.U.D. A-1 C/O Allen Boone Humpries 1108 Lavaca, Ste. 510 Austin, Tx. 78735
11	City of Pflugerville Pfenning Lane Parking Lot and Restroom Facility \$304,842.85 Start 3/15/2016 Completion 6/30/2016	Davcar Inc. 1010 Land Creek Cove, Ste. 200 Austin, Tx. 78746 512-328-4428	City of Pflugerville 201-B East Pecan St. P.O. Box 589 Pflugerville, Tx. 78691 512-990-6300
12	Wells Branch M.U.D. Point Discharge Erosion Control Project \$86,800.00 Start 6/30/16 Completion 8/3/2016	Murfee Engineering Co., Inc. 1101 Cap. Of Tx. Hwy. S. D-110 Austin, Tx. 78746 512-327-9204	Wells Branch M.U.D. 14611 Wells Port Dr. Austin, Tx. 78728 512-251-9814
13	Travis County M.U.D. No.3 Groundwater Mitigation (Chalk Knoll Drive) \$69,382.53 Start 8/22/2016 Completion 9/23/2016	Murfee Engineering Co., Inc. 1101 Cap. Of Tx. Hwy. S. D-110 Austin, Tx. 78746 512-327-9204	Travis County M.U.D. Dist. #3 C/O Armbrust & Brown, PLLC 100 Congress Ave. Ste. 1300 Austin, Tx. 78701

## Danny Halden

---

**From:** Linda Winne <winne@fivestarprouducts.com>  
**Sent:** Tuesday, January 2, 2018 2:00 PM  
**To:** Danny Halden  
**Cc:** Boretex LLC; Taylor Daniele; Robert A. Williams; John Winne; Brandon Belcher  
**Subject:** RE: Parkfield Circle Culvert Rehabilitation

Danny,

Happy New Year!

I am happy to assist Mr. Larocque with his response to you and the City of Round Rock. He and I have been in communication concerning your below Highlighted requests and I have responded accordingly:

Again, your firm did not submit all of the information we were seeking. A few of the most critical items are as follows:

1. What material is your firm proposing for pipe invert repair?
2. What material is your firm proposing for pipe lining?
3. Do the manufacturers of the aforementioned materials have performance records for the materials and do the manufacturers believe the materials are suitable for use in this particular project?
4. Do the manufacturers of the aforementioned materials require certification to use their materials?
5. Who, specifically, will be installing the aforementioned materials and performing the invert repair and pipe lining? Do they have the certifications required? What is their experience?

Based on your firm's submittal, we could hardly find anything that provided evidence of your firm's capabilities and experience that we could say would directly relate to our contemplated project. Do you need me to send you a blank copy of Exhibit B that was included with the Instructions to Bidders?

### **Five Star Products Responses to above requests:**

1. Five Star Products, Inc. – CentriCast Pipe Repair Mortar System
2. Five Star Products, Inc. – CentriCast Pipe Repair Mortar System
3. Yes, Five Star Products does have performance records for the materials and does believe the materials are suitable for this project/projects
4. Five Star Products, Inc. does not provide "Certification", however our installers are required to be members of our "Star Installer Program" that insures their training by our Firm and Field Support dedicated to their projects in the field. In this situation, Boretex will be trained and supported for this project by Five Star's Taylor Daniele and Field Tech, John Winne. As Boretex is a "new installer" for Five Star, these individuals will be onsite to assist them with your project through completion. I also will be available onsite as project begins to mitigate any problems or issues in the field. Once the project is progressing properly and as planned, I will be available as required and will continue to assist with your project.
5. On Five Star's end of the installation of the CentriCast method, both Taylor Daniele and John Winne are extremely familiar with our product and its installation and have many CentriCast projects and Product Demonstrations to their credit. Listed below are some of the completed

CentriCast projects performed and supported by both Taylor and John, as well as contact information for each of those projects if required:

- Gulf Coast Water Authority  
James E. Vanderwater, P.E.  
3630 Highway 1765  
Texas City, Texas 77591  
Cell: 281-687-7270  
Email: [jvanderwater@gcwater.org](mailto:jvanderwater@gcwater.org)

Installation of Five Star Products, Inc., Centri-Cast® Pipe Repair Mortar on two 184" Long, 72" CMP's and based on a "one inch above corrugation" installation at Gulf Coast Water Authority's Algoa Friendswood site (Project pipe runs under two-lane asphalt road)

- Travis County, Texas  
Steven "Steve" Schiewe, P.E.  
Road and Bridge Maintenance  
PO Box 1748  
Austin, TX 78767-1748  
Phone – 512-854-7580  
Email: [steve.schiewe@co.travis.tx.us](mailto:steve.schiewe@co.travis.tx.us)

Installation of Five Star Products, Inc., Centri-Cast® Pipe Repair Mortar on 40' Long, 48" CMP's and based on a "one and 1/2 inch above corrugation" installation at Travis County's Pool Canyon Drive Location (Project Pipe runs under two-lane asphalt road)

- Tarrant County, Texas  
Joe Trammel, P.E., CFM  
County Engineer  
100 East Weatherford Street  
Fort Worth, TX 76196-0601  
Phone: 817-884-1153  
Email: [jltrammel@tarrantcounty.com](mailto:jltrammel@tarrantcounty.com)

Installation of Five Star Products, Inc., Centri-Cast® Pipe Repair Mortar on 170' Long, 36" CMP and based on a "one and 1/2 inch above corrugation" installation at Tarrant County's Echo Lake Location in Fort Worth, TX (Project Pipe runs from a drainage system starting lake-side, traveling under a 25' earthen berm/active Rail Road Track and draining into an active Creek System.

In regard to the support provided by Taylor Daniele/FSP, listed below is Taylor's contact information. Taylor welcomes communication between him and all involved parties and would be happy to discuss this project, Five Star's previous CentriCast projects and to answer any and all questions concerning CentriCast, its installation and our support of the City's considered Contractor – Boretex:

Taylor Daniele  
Field Service Manager  
Five Star Products, Inc.  
Cell Phone: 479-256-0847

Email: DanieleT@FiveStarProducts.com

Thank You and please let me know if you (or anyone receiving this email) have any questions or require any additional information.

Best Regards,

Linda Winne (Willingham)  
Southwest Region – TX and OK

Five Star Products, Inc.  
Five Star Marine, Inc.  
Infrastructure/Marine Divisions

SW Regional Sales -  
713-703-5935

[WinneL@FiveStarProducts.com](mailto:WinneL@FiveStarProducts.com)  
[www.FiveStarProducts.com](http://www.FiveStarProducts.com)

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**From:** Danny Halden [mailto:[dhalden@roundrocktexas.gov](mailto:dhalden@roundrocktexas.gov)]  
**Sent:** Thursday, December 28, 2017 3:13 PM  
**To:** Linda Winne <[winnel@fivestarprouducts.com](mailto:winnel@fivestarprouducts.com)>  
**Cc:** Boretex LLC <[boretex@live.com](mailto:boretex@live.com)>  
**Subject:** FW: Parkfield Circle Culvert Rehabilitation

Linda,

Mr. Larocque of Boretex asked me to forward this email correspondence between him and me to you; Mr. Larocque thought you might be able to help with responses to my requests for information; I suggest you begin reading with the earliest email of the string below. Thanks.

*Danny Halden, P.E.*  
City Engineer  
City of Round Rock Utilities and Environmental Services Department  
2008 Enterprise Dr.  
Round Rock, TX 78664  
Tel: 512-218-6610  
Fax: 512-218-5536  
[dhalden@roundrocktexas.gov](mailto:dhalden@roundrocktexas.gov)

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**From:** Danny Halden  
**Sent:** Thursday, December 28, 2017 11:17 AM  
**To:** 'Boretex LLC' <[boretex@live.com](mailto:boretex@live.com)>  
**Subject:** RE: Parkfield Circle Culvert Rehabilitation

Mr. Larocque,

I tried calling Robert Ferguson with Murfee Engineering; he is out until next week so I left a message for him to call me.

Again, your firm did not submit all of the information we were seeking. A few of the most critical items are as follows:

1. What material is your firm proposing for pipe invert repair?
2. What material is your firm proposing for pipe lining?
3. Do the manufacturers of the aforementioned materials have performance records for the materials and do the manufacturers believe the materials are suitable for use in this particular project?
4. Do the manufacturers of the aforementioned materials require certification to use their materials?
5. Who, specifically, will be installing the aforementioned materials and performing the invert repair and pipe lining? Do they have the certifications required? What is their experience?

Based on your firm's submittal, we could hardly find anything that provided evidence of your firm's capabilities and experience that we could say would directly relate to our contemplated project. Do you need me to send you a blank copy of Exhibit B that was included with the Instructions to Bidders?

We have a holiday on Monday (Jan. 1) but I should be in the rest of the week. Because of the City's processes, I am running out of time to be able to get this project to our City Council in January.

*Danny Halden, P.E.*

City Engineer

City of Round Rock Utilities and Environmental Services Department

2008 Enterprise Dr.

Round Rock, TX 78664

Tel: 512-218-6610

Fax: 512-218-5536

[dhalden@roundrocktexas.gov](mailto:dhalden@roundrocktexas.gov)

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**From:** Boretex LLC [<mailto:boretex@live.com>]

**Sent:** Thursday, December 28, 2017 7:13 AM

**To:** Danny Halden <[dhalden@roundrocktexas.gov](mailto:dhalden@roundrocktexas.gov)>

**Subject:** RE: Parkfield Circle Culvert Rehabilitation

Mr, Halden,

Thank you for this information I will be in Austin On the 1-3-2018 around 11:30 am they is anyway for me to visit you at your office around 2:00 pm that day so I could fix those issue and make sure this time every thing are take care of it? We know we have qualification for this job if you look under qualification statement reference Murfee eng... we did lots of this type of work Robert Ferguson will be the one to talk to or some other engineer firm.

Let me know as soon is possible so I can fix those issue.

Thank you for your time and consideration.

Luc Larocque

830-385-1838

Sent from [Mail](#) for Windows 10

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**From:** [Danny Halden](#)

**Sent:** Wednesday, December 27, 2017 12:25 PM



To: [Boretex LLC](#)

Subject: Parkfield Circle Culvert Rehabilitation

Mr. Larocque,

Thank you for your firm's recent bid submission for the above referenced City of Round Rock project. We are still evaluating all bids received, and I am in the process of developing a recommendation for our City Council to assist the Council in its consideration of an award of a contract for the project which is anticipated to occur in January (2018). I haven't made a final decision, but at this point I am leaning toward recommending award of either the Alternate Bid (includes entire pipe lining at Parkfield Circle) plus Add Alternate No. 1 (includes only pipe invert lining at Hampton Lane), or the Alternate Bid plus Add Alternate No. 2 (includes entire pipe lining at Hampton Lane).

A copy of the final bid tabulation is attached.

You will notice that the bid tabulation reflects totals for the Alternate Bid and Add Alternate Bid 2 that differ from the respective totals shown on the Bid Form submitted by your firm. It appears that your firm did not include the applicable Base Bid items as part of the Alternate Bid and the applicable Add Alternate Bid 1 items as part of the Add Alternate Bid 2 when your firm calculated the totals.

At this time, we are requesting further written information from your firm regarding the following items:

1. Exhibit B (questionnaire in the Instructions to Bidders) submitted by your firm with its bid was incomplete. Responses to items 2 b. on page 1 of 4 and all following items on pages 2, 3, and 4 of 4 need to be provided.
2. In Section III 7 of Attachment A to the Technical Specifications in Section 01000 of the Project Manual it is stated: "Where the Owner has selected "Lining of CMP (Entire Circumference)" .... The liner material shall be installed to a thickness recommended by the manufacturer, and in no case less than 1 ½ -inches above the peak of the corrugations...." Does your firm's bids for "Lining of CMP (Entire Circumference)" in items A-1 of the Alternate Bid and AA2-2 of the Add Alternate Bid 2 provide for application of the liner material to a minimum of 1 ½ -inches above the peak of the corrugations or to a thickness recommended by the manufacturer, whichever is greater?

It is requested that your firm provides satisfactory responses to the items above as soon as possible; but the responses must be provided not later than noon on January 3, 2018.

We appreciate your interest in and attention to this project. Please contact me if you have questions or require assistance.

*Danny Halden, P.E.*

City Engineer

City of Round Rock Utilities and Environmental Services Department

2008 Enterprise Dr.

Round Rock, TX 78664

Tel: 512-218-6610

Fax: 512-218-5536

[dhalden@roundrocktexas.gov](mailto:dhalden@roundrocktexas.gov)

Linda Winne  
Sales Representative

**Five Star Products, Inc.**  
60 Parrott Drive  
Shelton, CT 06484-4733  
**Cell:(713) 703-5935**

**winnel@fivestarprouducts.com**  
**www.FiveStarProducts.com**

**NOTICE:** This email and/or attachments may contain confidential or proprietary information which may be legally privileged. It is intended only for the named recipient(s). If an addressing or transmission error has misdirected this email, please notify the author by replying to this message.

**Exhibit "B"**  
**Parkfield Circle Culvert Rehabilitation**  
**Bidder's Experience, Quality and Personnel Data**

**1. Bidder Information:**

a. Firm name: National Power Rodding Corp.

b. Contact person: Fabian R. Castel, Vice President

c. Phone Number(s): 512-928-1420 or 312-907-0669

d. Email address: office@nationalpowerrodding.com

e. Mailing address: 9810 FM 969  
Austin, TX 78724

**2. Work to be performed by Contractor and/or Subcontractors:**

a. If your firm listed in 1. above is awarded the Contract, mark the box beside each item below to indicate the portion(s) of the Work that would be performed by personnel under employment by your firm as Contractor:

- |                                                                             |                                                                |
|-----------------------------------------------------------------------------|----------------------------------------------------------------|
| <input type="checkbox"/> Remove P.C. concrete slab (riprap)                 | <input type="checkbox"/> Channel excavation                    |
| <input type="checkbox"/> Remove P.C. concrete sidewalk                      | <input type="checkbox"/> Remove P.C. concrete curb and gutter  |
| <input type="checkbox"/> Install P.C. concrete headwall                     | <input type="checkbox"/> Install Concrete riprap               |
| <input type="checkbox"/> Install P.C. concrete sidewalk                     | <input type="checkbox"/> Remove and discard existing railing   |
| <input type="checkbox"/> Install new railing                                | <input checked="" type="checkbox"/> CMP invert repair          |
| <input checked="" type="checkbox"/> Fill voids around CMP                   | <input checked="" type="checkbox"/> Lining of CMP              |
| <input checked="" type="checkbox"/> Barricades, signs, and traffic handling | <input type="checkbox"/> Install P.C. concrete curb and gutter |

b. Would subcontractors be retained to perform portions of the Work? Yes ☒ No ☐

If the answer to the question in 2.b is yes, complete the table below to list the names of any and all Subcontractors and the work that each Subcontractor would perform:

Subcontractor firm name	Description of work to be performed
D Guerra Construction	All items above not checked.

**3. Materials:**

- a. Provide a listing of materials that would be incorporated into the Work in accordance with the table below:

Item of Work	Material product name	Material manufacturer
CMP invert repair	Cemtec Rapid Cure Vertical Grade	AW Cook Cement
Lining of CMP	Permacast PL-8000 Pipe Lining Mortar	AP/M Permaform

- b. Have the materials listed above been successfully used in repair and lining of corrugated metal pipe (CMP) under conditions similar to those that will be present in this project?

Yes ☒ No ☐

- c. If the answer to the question in 3.b is yes, have the materials been in place for at least two years without significant deterioration and/or failure?

Yes ☒ No ☐

- d. If the answer to the question in 3.c is yes, attach documentation at the end of this form from the materials manufacturer substantiating the performance record of the materials; include appropriate specifics such as date of installation, length of pipe lined, pipe size, pipe material, lining material applied, and pipe owner, including the owner's location and contact information.

- e. Does the manufacturer believe that if the culvert lining material is applied in accordance with its recommendations, the material will be suitable for lining just the pipe invert to a thickness of 1/2" to 3/4" above the peaks of pipe corrugations in lieu of lining the entire pipe circumference to a thickness recommended by the manufacturer?

Yes ☒ No ☐

- f. If the answer to the question in 3.e is yes, attach documentation at the end of this form from the manufacturer regarding the question in 3.e above.

**4. Experience**

- a. Is certification required by the manufacturer to use and install the materials listed in 3.a above?

Yes ☒ No ☐

- b. If the answer to the question in 4.a is yes, in the table below, provide the information for the person(s) that have obtained the certification and would be using and installing the materials:

Name	Firm	Name of manufacturer providing certification	Date Certified
Fabian R. Castel	National Power Rodding Corp.	AP/M Permaform	9/29/16
Jesus Valladares	National Power Rodding Corp.	AP/M Permaform	9/29/16

- c. Would a qualified supervisor with a minimum of two years field experience with lining pipes similar in nature to the pipes being lined under the Contract and a thorough knowledge of all aspects of the equipment, operations, procedures, safety, and quality control measures associated with installing the liner material, be employed for the performance of the CMP invert repair and lining of CMP portions of the Work?

Yes ☒ No ☐

- d. If the answer to the question in 4.c is yes, list the qualified supervisor and his/her length of experience below:

Qualified Supervisor Name	Firm	Years of experience performing CMP invert repair and lining
Jesus Valladares	National Power Rodding Corp.	13

- e. Would field technicians which are properly trained and have a minimum of one-year field experience and a thorough knowledge of the specific aspects of their tasks, including safety and quality control measures, be employed in the performance of the CMP invert repair and lining of CMP portions of the Work?

Yes ☒ No ☐

- f. If the answer to the question in 4.e is yes, list the field technicians and their length of experience below:

Technician Name	Firm	Years of experience performing CMP invert repair and lining
Tim Rodriguez	National Power Rodding Corp.	10
Matthew Trevino	National Power Rodding Corp.	2

- 
- This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## References

### **City of Westlake, OH**

Sanitary Sewer Project  
Project of the Year Runner-up; NO DIG  
Robert Kelly, P.E.; (440) 617-4145  
James Smolik, P.E.; (440) 617-4145  
Type: RCP Sewer  
Diameter: 30", 48", and 54"  
Length: 4000 LF  
Year Completed: 2009

### **County of Clayton, GA**

Clayton Parkway-1702 Forest Parkway Culvert  
Rehabilitation  
Terry Moy; (770) 960-3614  
Type: CMP  
Diameter: 66"  
Length: 225 LF  
Year Completed: 2012

### **City of Warner Robins, GA**

Storm Water Rehabilitation  
Krag Woodyard; (478) 538-4596  
Type: CMP  
Squashed Pipe  
Year Completed: 2010

### **MN DOT**

SR 61  
Ruth Betcher, P.E.; (507) 398-6612  
Type: CMP  
Diameter: 36"  
Length: 80 LF  
Year Completed: 2010

### **City of Hilton Head, SC**

5-Year Multi-Pipe Project  
Cary Gaffney; (843) 341-4773  
Type: CMP  
Diameter: 30" – 96"  
Length: Various  
Year Completed: 2011 (Pilot)

### **OR DOT**

Mt Hood Project  
Hydraulics Engineer  
Dan Gunther (503) 731-8299

### **City of Troy, NY**

Tomhannock Reservoir Rehabilitation  
Bill Friers, CDM Smith; (518) 782-4523  
Jared Gross, CDM Smith; (518) 782-4523

Type: Riveted Steel Pipe

Diameter: 60"  
Length: 310 LF  
Year Completed: 2013

### **FL DOT**

SR 16 at Penny Farms  
Bob Kosoy; (904) 360-5222  
Type: Bolted multi-plate pipe  
Diameter: 156"  
Year Completed: 2010  
Visual Inspection: 2016  
Strain Gauge Testing: 2017 – excellent results

### **PA DOT**

Bureau of Maintenance & Operations  
Asset Management Division-Materials & Innovations Section  
Larry Ligon (717) 783-5075

### **PA DOT**

Maintenance District 1240  
Susan Howard (724) 226-4480

### **NJ Turnpike Authority**

Garden State Parkway  
Michael Baker & Assoc.  
Nichole Kahn PhD. (609) 807-9503

### **NY DOT**

Brian Carmody PE  
Culverts and Materials  
(518) 457-4571

### **NJ DOT**

Roy Neumann  
Director of Drainage and maintenance  
(609) 530-2974

### **UT DOT**

Jim McConnell  
Hydraulics Engineer Region 4  
(435) 865-5505

### **UT DOT**

Lief Condie  
Maintenance Director  
(435) 865-5566



## **NATIONAL POWER RODDING CORP.**

*The Environmental Protection Specialists*

2500 W. Arthington Street • Chicago, IL 60612-4108 • 312-666-7700 • Fax: 312-666-5810

### **RESUME WILLIAM T. KREIDLER**

William Kreidler graduated in 1991 with a bachelor degree in Accounting from the University of Illinois, Chicago. He obtained his CPA certificate in May 1991 and worked in public accounting for five years before joining National Power Rodding Corporation.

Since joining National Power Rodding Corp., Bill has worked on streamlining operations and developing new and innovative approaches to project management. In addition to his responsibilities at National Power Rodding Corp., he became President to our sister company, Select Environmental Services, Inc. in Florida in 2009.

General Manager	1995-1997
Vice President	1997-2014
President	2014 - Present
Responsible for:	<ul style="list-style-type: none"><li>• Project Oversight</li><li>• Contract Expedition</li><li>• Sales</li><li>• Human Resources</li><li>• Administration</li><li>• Finance</li><li>• Working directly with government, engineering firms and contractors to ensure successful and timely completion of contracts.</li></ul>

#### **Recent projects include:**

City of Austin  
Wastewater Line Relay and Spot Repair \$10,400,000  
Responsibilities including planning and overseeing contract according to deadlines and within budget, including acquiring resources and coordinating the efforts of City and superintendent and subcontractors and consultants in order to deliver project according to plan. Overseeing quality control throughout contract. This contract included wastewater line repairs and installations and adjustments of new manholes.

City of Austin  
Annual Service Agreement for Manhole Rehab \$7,600,000  
Responsibilities including planning and overseeing contract according to deadlines and within budget, including acquiring resources and coordinating the efforts of City and superintendent and subcontractors and consultants in order to deliver project in accordance with contract specifications. Overseeing quality control throughout contract. This 3-year contract included manhole rehabilitation and grouting.



City of Chicago

Cleaning and Televising

\$7,200,000

Responsibilities including planning and overseeing contract according to deadlines and within budget, including acquiring resources and coordinating the efforts of superintendent and subcontractors and consultants in order to deliver project in accordance with contract specifications. Overseeing quality control throughout contract. This citywide contract included cleaning and televising sewer lines and lateral connections and dye testing.

Northeast Ohio Regional Sewer District

Easterly Dist. Hydraulic Improvement Contract

\$2,900,000

Responsibilities including planning and overseeing contract according to deadlines and within budget, including acquiring resources and coordinating the efforts of Engineers, superintendent and subcontractors and consultants in order to deliver project in accordance with contract specifications. Overseeing quality control throughout contract. This contract located in Cleveland, OH included catch basin and interceptor sewer cleaning, including removal of roots and mineral deposits .

Northeast Ohio Regional Sewer District

Manhole Rehabilitation Contract

\$1,300,000

Responsibilities including planning and overseeing contract according to deadlines and within budget, including acquiring resources and coordinating the efforts of Engineers, superintendent and subcontractors and consultants in order to deliver project in accordance with contract specifications. Overseeing quality control throughout contract. This contract located in Cleveland, OH included manhole rehabilitation with epoxy and cement.

Gary Sanitary District

Large Dia. Sewer Cleaning & Televising

\$6,000,000

Responsibilities including planning and overseeing contract according to deadlines and within budget, including acquiring resources and coordinating the efforts of Engineers, superintendent and subcontractors and consultants in order to deliver project in accordance with contract specifications. Overseeing quality control throughout contract. This 5-year contract located in Gary, IN included cleaning, bypass pumping and televising 20" – 132" sewers, including box sewers.

***Certifications/Training:***

City of Chicago Sewer and Drain License

State of Illinois Commercial Pesticide Applicator

State of Florida Certified Underground Utility & Excavation Contractor



## NATIONAL POWER RODDING CORP.

*The Environmental Protection Specialists*

9810 FM 969 • Austin, TX 78724 • 512-928-1420 • Fax: 800-694-6944

### RESUME Fabian R. Castel

Vice President 2016 - Present

Project Manager 1996 – 2016

**Duties:** Responsible for supervision of multiple crews, including manhole rehabilitation, cleaning and televising of sewer systems, manhole adjustments and sewer repair.

Responsible for large manhole rehabilitation and adjustment contracts. Manager of subcontractors and customers for Texas division. Also responsible for supervising training and quality control of all rehabilitation and repair projects.

**Certifications** 40 Hr Hazwoper  
10 Hr Construction  
NPRC Training Program- Confined Space Training/MSDS  
Hazardous Communication, Fall Protection, Lock out/Tag Out,  
Respiratory Protection, PPE, Hearing Conservation  
Trench Safety Competent Person

#### ***Partial list of Projects References:***

<b>City of Corpus Christi</b>	City-Wide Collection System	In progress
1201 Leopard St.	Replacement & Rehab	
Corpus Christi, TX 78401	ID/IQ Procurement, Project No. E12161	
Temple Williamson, 361-816-4320		
Eric Gasper, LNV Engineering, 361-883-1984, Fax: 361-883-1986		
<a href="mailto:egasper@lnvinc.com">egasper@lnvinc.com</a>		

<b>Clear Lake City Water Authority</b>	Storm Sewer Phase 22 Rehab	May-13
900 Bay Area Blvd.	LAN Project #120-11546-000-600 (1.01)	
Houston, TX 77058		
Brian Edwards, LAN , 713-821-0336, Fax: 713-266-2089		
<a href="mailto:btowards@lan-inc.com">btowards@lan-inc.com</a>		

<b>City of Georgetown, TX</b>	<i>EARZ VIII Wastewater Rehab</i>	Jul-13
113 E. 8th St.		
Georgetown, TX 78626		
Michael Newman, KPA Engineers: 512-819-9478, Fax: 254-773-6667		
<a href="mailto:mnewman@kpaengineers.com">mnewman@kpaengineers.com</a>		

A CARYLON COMPANY



## **NATIONAL POWER RODDING CORP.**

*The Environmental Protection Specialists*

2500 W. Arthington Street • Chicago, IL 60612-4108 • 312-666-7700 • Fax: 312-666-5810

### **RESUME** **Reid W. Ruprecht**

Secretary 2014 - Present

Project Manager 2009 – 2014

**Duties** Responsible for field operations on cleaning and televising projects, manages production, schedules, works directly with customers' project managers.

**Certifications** 40 Hr Hazwoper  
10 Hr Construction  
NPRC Training Program- Confined Space Training/ MSDS  
Hazardous Communication, Fall Protection, Lock out / Tag Out,  
Respiratory Protection, Personal Protective Equipment, Hearing  
Conservation

**Education** B.E. – Eastern IL University Graduate 2003

#### ***Partial List of Projects:***

Illinois State Toll Hwy Authority  
Contract RR-14-4176  
Clean and TV Drainage Structures

Illinois State Toll Hwy Authority  
Contract RR-14-5702  
Clean and TV Drainage Structures

Illinois State Toll Hwy Authority  
Contract RR-15-5709  
Clean and TV Drainage Structures

HDR Engineers  
I-90 Expressway  
Clean and TV Storm Sewers

Walsh Construction  
IDOT Contract #60W71  
Sewer Cleaning and Televising

Plote Construction  
Various Locations for IDOT  
Catch Basin Cleaning  
Cleaning of Storm Sewers

Tetra Tech  
Waukegan, IL  
PCB Removal from Sewers

Arcadis U.S., Inc.  
Milwaukee, WI  
PCB Removal from Sewers

AMEC Environmental & Infrastructure, Inc.  
Cicero, IL  
PCB Removal from Sewers



**National Power Rodding Corporation**  
 9810 FM 969  
 Austin, TX 78724  
 Tel: 800-621-4342 Fax: 800-694-6944  
[office@nationalpowerrodding.com](mailto:office@nationalpowerrodding.com)

*Specializing in today's needs for environmental protection*

Customer Contact	Project Name	Completed	Amount
<b>New Braunfels Utilities</b> 263 E. Main Plaza New Braunfels, TX 78130 Shawn Schorn, 830-608-8972 <a href="mailto:sschorn@nibulxas.com">sschorn@nibulxas.com</a>	Sangerhalle Sewer Lift Station Wet Well Coating Project	In Progress	\$ 250,000.00
<b>San Antonio Water System</b> c/o SAK Construction (General Contractor) 864 Hoff Rd. O'Fallon, MO 63366 Brian Ackerman, 602-320-5081 <a href="mailto:backerman@sakcon.com">backerman@sakcon.com</a>	SAWS C_13 Broadway Corridor Sewer Rehab, Packages 2.C & 4.C SAK Job #16139  600 VF	Oct-17	\$ 380,000.00
<b>City of Corpus Christi</b> 1201 Leopard St. Corpus Christi, TX 78401 Temple Williamson, 361-816-4320 Eric Gasper, LNV Engineering, 361-883-1984, Fax: 361-883-1986 <a href="mailto:egasper@lrvinc.com">egasper@lrvinc.com</a>	City-Wide Collection System Replacement & Rehab ID/IQ Procurement, Project No. E12161	Jun-17	\$11M
<b>San Antonio Water System (SAWS)</b> 2800 US Highway 281 North San Antonio, TX 78212 Renee Ybarra, 210-233-3643 <a href="mailto:Renee.Ybarra@saws.org">Renee.Ybarra@saws.org</a>	2016 Annual Sanitary Sewer Manhole Adjustment Rehabilitation and Replacement Construction Package 1, Job Nos. 16-0114 & 16-1403 Solicitation No. CD-C-16-013-SM	In Progress	\$1.8M
<b>City of Waco</b> c/o Walker Partners 600 Austin Ave., Suite 20 Waco, TX 76701 Jacob Hinson, 254-714-1402 <a href="mailto:jhinson@walkerpartners.com">jhinson@walkerpartners.com</a>	2015-010 WMARSS Manhole Rehabilitation Project	Mar-16	\$ 401,000.00
<b>Clear Lake City Water Authority</b> 900 Bay Area Blvd. Houston, TX 77058 Brian Edwards, LAN , 713-821-0336, Fax: 713-266-2089 <a href="mailto:bledwards@lan-inc.com">bledwards@lan-inc.com</a>	Storm Sewer Phase 22 Rehabilitation LAN Project #120-11546-000-600 (1.01)	May-13	\$ 176,000.00
<b>Clear Lake City Water Authority</b> 900 Bay Area Blvd. Houston, TX 77058 Brian Edwards, LAN , 713-821-0336, Fax: 713-266-2089 <a href="mailto:bledwards@lan-inc.com">bledwards@lan-inc.com</a>	Storm Sewer Phase 20 Rehabilitation LAN Project #120-11380-000-600 (1.01)	Aug-12	\$ 240,000.00
<b>City of Georgetown, TX</b> 113 E. 8th St. Georgetown, TX 78626 Michael Newman, KPA Engineers: 512-819-9478, Fax: 254-773-6667 <a href="mailto:mnewman@kpaengineers.com">mnewman@kpaengineers.com</a>	EARZ VIII Wastewater Rehab	Jul-13	\$ 700,000.00
<b>Quail Valley Utility District</b> <b>Lower Colorado River Authority (LCRA)</b> 3700 Lake Austin Blvd. Austin, TX 78703 Elaine Garcia, 512-397-6722, Email: <a href="mailto:Elaine.Garcia@lcra.org">Elaine.Garcia@lcra.org</a>	Rehabilitation of Various Buchanan Elevated Water Storage Storage Tank	Oct-12	\$ 40,000.00 \$ 120,290.00
<b>City of Austin</b> 2600 Weberville Road Austin, TX 78701 Michael Russ, P.E.: 512-972-2054 or 512-699-0103 <a href="mailto:michael.russ@ci.austin.tx.us">michael.russ@ci.austin.tx.us</a>	Wastewater Line Relay and Spot Repair	Nov-11	\$ 10,400,000.00
<b>San Antonio Water System (SAWS)</b> 2800 US Highway 281 North San Antonio, TX 78212 Jeff Andrews, 210-233-3281 <a href="mailto:jeff.andrews@saws.org">jeff.andrews@saws.org</a>	2009 Annual Sanitary Sewer Main Point Repair and Manhole Adjustment Contract, Contract No. C-09-023-CM	Feb-10	\$ 700,000.00
<b>City of Austin</b> 2600 Weberville Road Austin, TX 78701 Michael Russ, P.E.: 512-972-2054 or 512-699-0103	Annual Service Agreement for Manhole Rehabilitation	4 years	\$ 7,600,000.00

[michael.russ@ci.austin.tx.us](mailto:michael.russ@ci.austin.tx.us)

City of Austin  
2600 Weberville Road  
Austin, TX 78701  
George Jackson, 512-974-7197  
[george.jackson@austintex.gov](mailto:george.jackson@austintex.gov)

*Canterbury, Highway & Bergstrom  
Sites Shafts and Laterals Repair*

2 Years

\$5,000,000.00

## Danny Halden

---

**From:** Fabian Castel <FCastel@nationalpowerrodding.com>  
**Sent:** Tuesday, January 2, 2018 4:15 PM  
**To:** Danny Halden; Destiny Camargo Resendez  
**Cc:** Bill Kreidler  
**Subject:** RE: Parkfield Circle Culvert Rehabilitation  
**Attachments:** AP Permaform Letter Invert.pdf; AP Permaform Letter Compatibility.pdf

Danny,

Attached are the letters from Van Young with AP/M Permaform concerning cement compatibility and Invert only lining of your email.

In regards to the thickness of the CMP lining material, NPR's price reflects the thickness of 1.5" inches over the peak of the corrugation for the entire pipe rehabilitation. The manufacturer of AP/M Permaform gave me a rough estimate before the bid that was close but said in order to get a engineers load thickness he would need to come out and take measurements throughout the pipe, the amount of coverage over each pipe, and the type of pavement over the CMP pipe.

**Fabian Castel**  
*Vice President*



**NATIONAL POWER RODDING CORP.**

9810 FM 969  
Austin, TX 78724  
mobile: (312) 907-0669  
office: (512) 928-1420  
email: [FCastel@nationalpowerrodding.com](mailto:FCastel@nationalpowerrodding.com)  
[nationalpowerrodding.com](http://nationalpowerrodding.com)

*A Carylton Company*

CONFIDENTIALITY NOTICE: This e-mail is confidential. If you are not the intended recipient of this e-mail, please contact the sender immediately and do not use or disclose the contents of this e-mail for any purposes.

 Please consider the environment before printing this email.

**From:** Danny Halden [mailto:[dhalden@roundrocktexas.gov](mailto:dhalden@roundrocktexas.gov)]  
**Sent:** Wednesday, December 27, 2017 11:25 AM  
**To:** Fabian Castel <FCastel@nationalpowerrodding.com>; Destiny Camargo Resendez <dresendez@nationalpowerrodding.com>  
**Subject:** Parkfield Circle Culvert Rehabilitation

Mr. Castel,

Thank you for your firm's recent bid submission for the above referenced City of Round Rock project. We are still evaluating all bids received, and I am in the process of developing a recommendation for our City Council to assist the Council in its consideration of an award of a contract for the project which is anticipated to occur in January (2018). I haven't made a final decision, but at this point I am leaning toward recommending award of either the Alternate Bid (includes entire pipe lining at Parkfield Circle) plus Add Alternate No. 1 (includes only pipe invert lining at Hampton Lane), or the Alternate Bid plus Add Alternate No. 2 (includes entire pipe lining at Hampton Lane).

A copy of the final bid tabulation is attached.

We recently asked about your firm's intent for the unit price for Base Bid Item 5 (P.C. concrete headwall) and we subsequently received an electronic written clarification from you on December 21, 2017.

At this time, we are requesting further written information from your firm regarding the following items:

1. For item 3 a. on page 2 of 4 of Exhibit B (questionnaire in the Instructions to Bidders), please provide documentation from the material manufacturer(s) that, if applied, the Cemtec Rapid Cure material is compatible with and will perform satisfactorily with the Permacast PL-8000 liner material if all materials are installed in accordance with manufacturers' recommendations.
2. With regard to your firm's response to item 3 f. on pages 2 of 4 of Exhibit B, please provide documentation that the liner material manufacturer believes that the liner material will be suitable for lining just the pipe invert to a thickness of  $\frac{1}{2}$ " to  $\frac{3}{4}$ " above the peaks of pipe corrugations in lieu of lining the entire circumference.
3. In Section III 7 of Attachment A to the Technical Specifications in Section 01000 of the Project Manual it is stated: "Where the Owner has selected "Lining of CMP (Entire Circumference)".... The liner material shall be installed to a thickness recommended by the manufacturer, and in no case less than 1  $\frac{1}{2}$  -inches above the peak of the corrugations...." Does your firm's bids for "Lining of CMP (Entire Circumference)" in items A-1 of the Alternate Bid and AA2-2 of the Add Alternate Bid 2 provide for application of the liner material to a minimum of 1  $\frac{1}{2}$  -inches above the peak of the corrugations or to a thickness recommended by the manufacturer, whichever is greater?

It is requested that your firm provides satisfactory responses to the items above as soon as possible; but the responses must be provided not later than noon on January 3, 2018.

We appreciate your interest in and attention to this project. Please contact me if you have questions or require assistance.

*Danny Halden, P.E.*

City Engineer

City of Round Rock Utilities and Environmental Services Department

2008 Enterprise Dr.

Round Rock, TX 78664

Tel: 512-218-6610

Fax: 512-218-5536

[dhalden@roundrocktexas.gov](mailto:dhalden@roundrocktexas.gov)



**AP/M PERMAFORM**  
the trenchless solutions company

**January 2, 2018**

**Mr. Fabian Castel  
National Power Rodding Corp.  
9810 FM 969  
Austin, Texas 78724**

**RE: Partial Linings**

**Fabian,**

**In response to your question concerning the lining of inverts only with AP/M's PL-8,000. I have no problem with this application, inverts are all most always the first part of CMP that begins to corrode, therefore our applicators perform this type of work routinely. Please assure that the lining is a minimum of 1/2" above the corrugation, or any bolt heads that may be protruding from the corrugation.**

**If you have any questions, please contact this office.**

**Kind Regards,**

**Van Young  
Regional Manager  
AP/M Permaform  
Spring, Texas  
832-609-8746**

Copies file npr010218a





**AP/M PERMAFORM**  
the trenchless solutions company

**January 2, 2018**

**Mr. Fabian Castel  
National Power Rodding Corp.  
9810 FM 969  
Austin, Texas 78724**

**RE: Material Compatibility**

**Fabian,**

**In response to your question concerning the use of Cemtec Rapid Cure material in conjunction with AP/M's PL-8,000. The only stipulation I would ask for in approving this, is that the Cemtec material be allowed to cure completely before applying the PL-8,000 lining material.**

**If you have any questions, please contact this office.**

**Kind Regards,**

**Van Young  
Regional Manager  
AP/M Permaform  
Spring, Texas  
832-609-8746**

Copies file npr010218

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-298945

Date Filed:  
01/05/2018

Date Acknowledged:

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

National Power Rodding Corp.  
Chicago, IL United States

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

City of Round Rock

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

Parkfield Circle Culvert Reha

Construction of concrete headwall at the upstream end of the culvert, lining of culvert inverts, removal and replacement of concrete riprap at the upstream and downstream ends of the culvert, etc.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Carylon Corporation	Chicago, IL United States	X	
	Kreidler, William	Chicago, IL United States		X
	Castel, Fabian	Chicago, IL United States		X
	Ruprecht, Reid	Chicago, IL United States		X

5 Check only if there is NO Interested Party. ☐

### 6 UNSWORN DECLARATION

My name is William T. Kreidler, and my date of birth is 12/9/1967.

My address is 2500 W. Arthington St., Chicago, IL, 60612, USA.  
(street) (city) (state) (zip code) (country)

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

Executed in Cook County, State of Illinois, on the 5th day of January, 20 18.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)

William T. Kreidler, President



# Parkfield Circle Culvert Rehabilitation Location Map

Clay Madsen Recreation Center

Gattis School Rd

Hampton Lane Culvert  
(Add Alternate)

A.W. Grimes Blvd

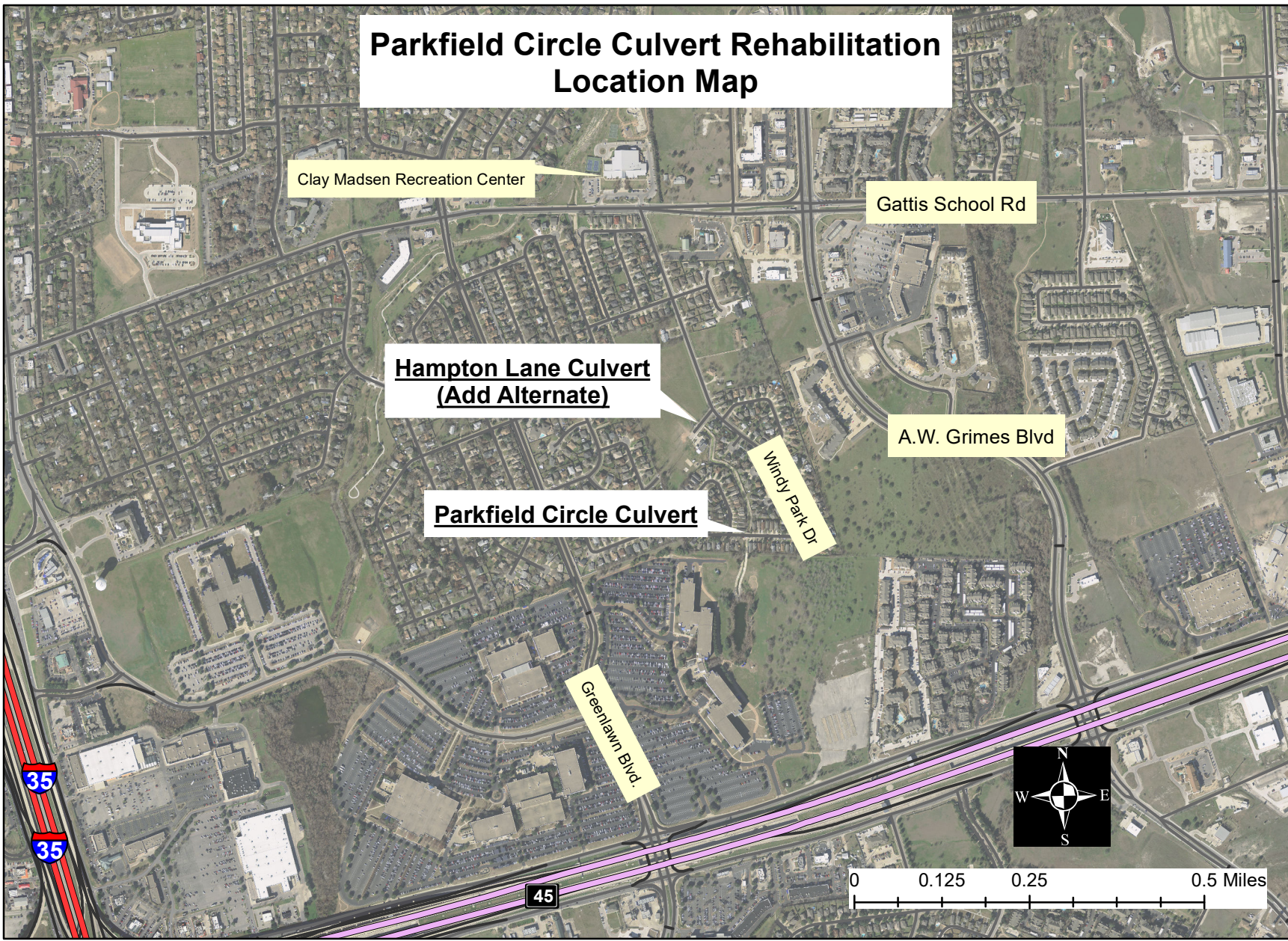
Parkfield Circle Culvert

Windy Park Dr

Greenlawn Blvd.



0 0.125 0.25 0.5 Miles





# City of Round Rock

## Agenda Item Summary

**Agenda Number:** F.16

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**Title:** Consider a resolution determining that Competitive Sealed Proposal is the delivery method which provides the best value for the Kensington Detention and Channel Improvements Project.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

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

**Cost:**

**Indexes:** Regional Detention Fund

**Attachments:** Resolution, Map

**Department:** Utilities and Environmental Services

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### Text of Legislative File 2018-5137

Staff is recommending approval for this project to be a **Competitive Sealed Proposal**, due to the complexity of the project and the regulation requirements needed to meet all rules during construction. A Nationwide Permit 43 is being required through the U.S. Army Corps of Engineers. Staff would like the flexibility of using the Competitive Sealed Proposal delivery method of selecting the most qualified contractor available.

The goal of this project is to reduce the frequency of flooding in the vicinity of the intersection of Gattis School Road and Greenlawn Boulevard and to reduce the erosive velocities through Dry Branch Tributary 1.

The project consists of two in-line detention ponds with a combined area of approximately 19 acres. Two earthen embankments will be constructed or renovated resulting into the proposed detention ponds. An earthen berm will be constructed in the southern portion of the project and will be approximately 10 feet high and 240 feet in length. An existing berm located at the norther edge of the project will be renovated and will be approximately seven feet high and approximately 730 feet in length. A portion of an intermittent stream will be rerouted using a proposed inflow channel into the northern pond. The rerouting of the stream will result in approximately 180 linear feet of impacts to the existing stream. The berms and all other construction materials will consist of clean fill material.

**Source of Funds:** Other - Regional Detention





**RESOLUTION NO. R-2018-5137**

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

**WHEREAS**, the City of Round Rock is considering using an alternative method other than competitive bidding in entering into a contract for the Kensington Detention and Channel Improvements Project (“Project”), and

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

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

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

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

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

In accordance with Texas Government Code §2269.056(a), the Council has determined that “Competitive Sealed Proposal” is the delivery method which provides the best value for the City for the Kensington Detention and Channel Improvements Project in Round Rock, Texas.

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

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

**RESOLVED** this 25<sup>th</sup> day of January, 2018.

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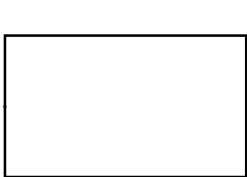
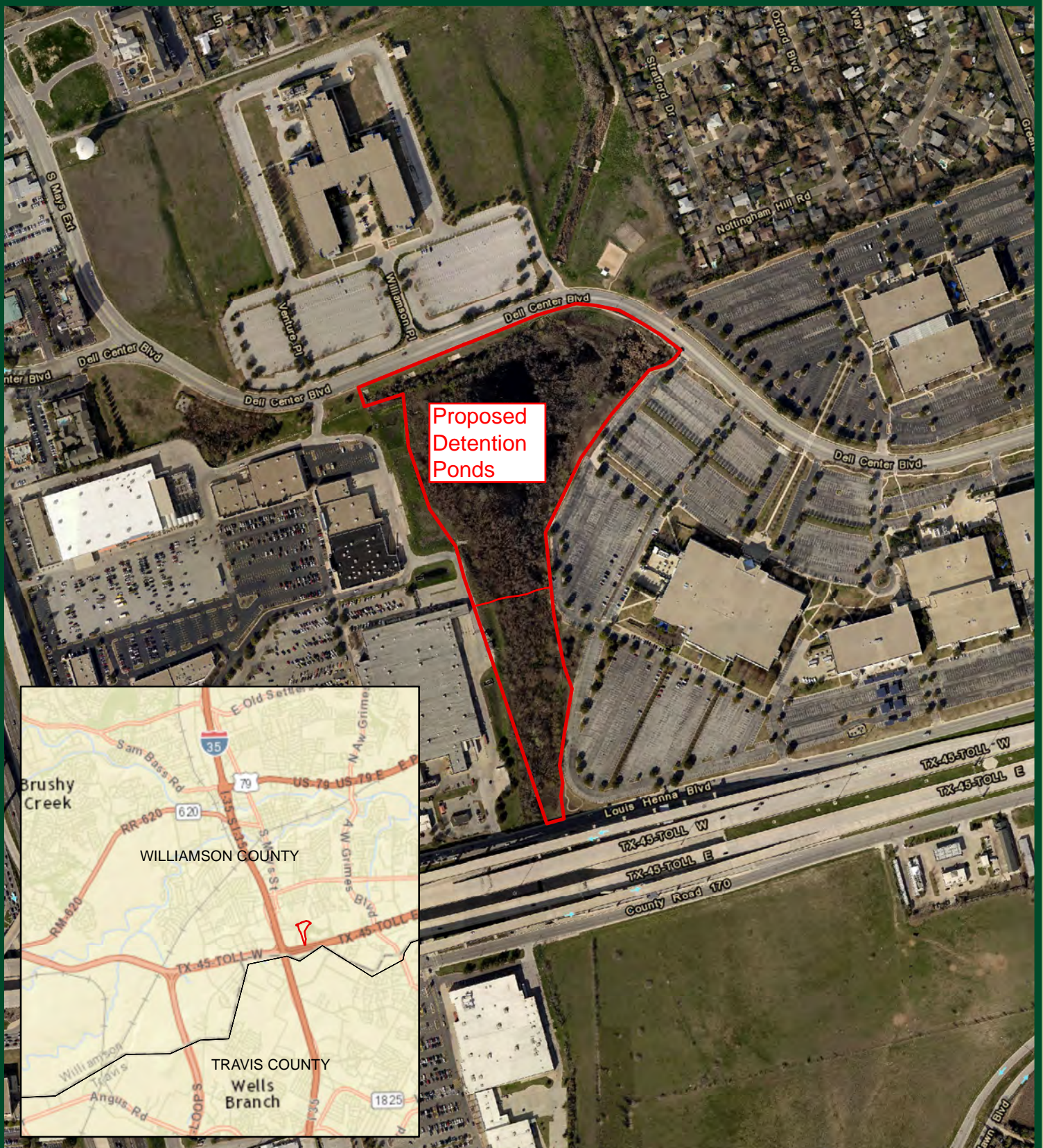
CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk





500 250 0 500  
1:6,000 1 inch = 500 Feet

Subject Area





# City of Round Rock

## Agenda Item Summary

**Agenda Number:** F.17

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**Title:** Consider a resolution authorizing the Mayor to execute an Amendment to Residential Services Rate for the refuse collection contract with Central Texas Refuse, Inc.

**Type:** Resolution

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

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

**Cost:**

**Indexes:**

**Attachments:** Resolution, Exhibit A, Form 1295

**Department:** Utilities and Environmental Services

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### Text of Legislative File 2018-5095

In August of 2010, the City amended the City Ordinance regarding the implementation of a Comprehensive Solid Waste Management and Recycling Program for the citizens of Round Rock. In October of 2010, the City entered into an updated contract with Round Rock Refuse to perform solid waste and recycling collection and disposal services for the City. The City has successfully worked with Round Rock Refuse since 1987 for these services. The solid waste and recycling services that are performed by Round Rock Refuse continue to receive high ratings from our citizens during the survey that the City conducts biannually.

In January 2017, the City renewed Round Rock Refuse's contract for an initial term of five years. At the end of the third calendar year of the initial five year term, and at the end of each calendar year thereafter, the term shall automatically renew such the balance of the term remains three years. For the initial year of the new agreement, the monthly Residential Services Rate was fixed at \$14.51 per customer. At the end of each year, Round Rock Refuse may petition to the City for reasonable adjustments to the Residential Services Rate based on increases in fuel, landfill, and/or the Operations, Overhead, and Profit costs. In a letter dated December 1, 2017, Round Rock Refuse has petitioned for an increase in the Residential Services Rate from \$14.51 to \$15.86 per month to account for increases in all three components of the rate. Round Rock Refuse has only had one rate increase in the past four years.

This proposed rate would still be one of the lowest Residential Services Rates in the area.

If this contract amendment along with changes to the Solid Waste Ordinance are approved by

Council, then the proposed new rate would go into effect starting February 1, 2018.

**RESOLUTION NO. R-2018-5095**

**WHEREAS**, the City of Round Rock (“City”) and Central Texas Refuse, Inc. dba “Round Rock Refuse” (“Contractor”) entered into a Refuse Collection Contract (the “Contract”), pursuant to Resolution No. R-2016-3847; and

**WHEREAS**, Section 20, “Residential Services Rate,” of the Contract sets forth a formula for calculating the Residential Services Rate; and

**WHEREAS**, pursuant to Section 21 of the Contract, Contractor petitioned the City on December 1, 2017, for a rate adjustment, a copy of such petition being Exhibit “A” to the Amendment to Residential Services Rate with Round Rock Refuse, Inc.; and

**WHEREAS**, the City and Contractor agree that commencing January 1, 2018, the Residential Services Rate shall be amended as set forth in the Amendment to Residential Services Rate with Round Rock Refuse, Inc.; Now Therefore

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

The City Council has determined that the Contractor’s petition for an adjustment to the Residential Services Rate is reasonable and the Mayor is hereby authorized to execute the Amendment to Residential Services Rate with Round Rock Refuse, Inc. (Effective January 1, 2018), attached hereto as Exhibit “A”.

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

**RESOLVED** this 25th day of January, 2018.

---

CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

---

SARA L. WHITE, City Clerk

# EXHIBIT

## "A"

### AMENDMENT TO RESIDENTIAL SERVICES RATE WITH ROUND ROCK REFUSE, INC. (Effective January 1, 2018)

This Amendment to the Residential Services Rate set forth in the Refuse Collection Contract between the City of Round Rock, Texas and Central Texas Refuse, Inc. (dba "Round Rock Refuse"), hereinafter called "Rate Amendment," is made by and between the City of Round Rock, a Texas home-rule municipal corporation (the "City"), and Central Texas Refuse, Inc. (the "Contractor").

**WHEREAS**, on November 22, 2016, the City and Contractor entered into a Refuse Collection Contract pursuant to Resolution No. R-2016-3847 (hereinafter the "Agreement"); and

**WHEREAS**, Section 20, "*Residential Services Rate*," of the Agreement sets forth a formula for calculating the Residential Services Rate; and

**WHEREAS**, pursuant to Section 21 of the Agreement, Contractor petitioned the City on December 1, 2017, for a rate adjustment, a copy of such petition being attached hereto as Exhibit "A"; and

**WHEREAS**, the parties agree that commencing January 1, 2018, the Residential Services Rate shall be amended as set forth herein.

**NOW THEREFORE**, that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the City and Contractor agree to amend the Residential Services Rate as follows:

1. In accordance with the formulas set forth Section 20. "*Residential Services Rate*," the Residential Services Rate is agreed to be **\$15.86**, and is calculated as follows:

**Fuel Component:**

- (i) The previous twelve (12) month average fuel consumption equals 16,016 gallons;
- (ii) The Cost of Fuel [DEO Diesel Fuel Price index (\$2.33) less a 5% (\$0.12) discount for volume purchases] per gallon equals \$2.21;
- (iii) The total number of residential service units is 29,556.

*Formula: (16,016 gallons) X (\$2.21 per gallon) / (29,556 units) equals \$1.20.*

**Disposal Cost Component:**

- (i) The monthly average of the number of tons of Municipal Solid Waste delivered to the Solid Waste Facility in the previous twelve months equals 3,519;

- Formula: (3,519 tons) X (\$32.80/ton) + (522 tons) X (\$25.36/ton) / (29,556 units)  
equals \$4.35.

*The Operations, Overhead and Profit Component is \$10.31.*

(i)	Fuel Component	\$1.20
(ii)	Disposal Component	\$4.35
(iii)	Operations, Overhead and Profit Component	<u>\$10.31</u>

**Total Residential Services Rate** **\$15.86**

- [Signatures appear on the following page.]

**IN WITNESS WHEREOF**, the City and the Contractor have executed this Amendment to the Residential Services Rate with Central Texas Refuse, Inc. on the dates indicated.

**CITY:**

City of Round Rock

**CENTRAL TEXAS REFUSE, INC.:**

\_\_\_\_\_  
CRAIG MORGAN, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
SARA WHITE, City Clerk

Approved as to form:

\_\_\_\_\_  
STEPHAN L. SHEETS, City Attorney

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

December 1, 2017

To: Michael Thane  
Utilities and Environmental Services Director  
City of Round Rock  
2008 Enterprise Drive  
Round Rock, TX 78664

From: Michael E. Lavengco  
General Manager  
Central Texas Refuse / Round Rock Refuse

RE: Annual Adjustment

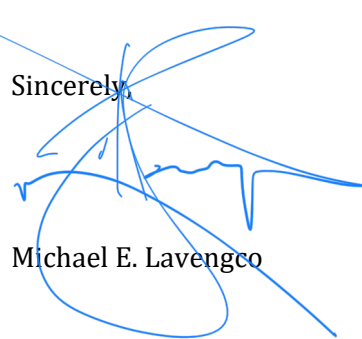
First of all, let me thank you and the City of Round Rock for allowing Round Rock Refuse the opportunity to be your provider for the past many years.

It has been a pleasure working with you and your TEAM to provide what we believe to be an exceptional waste and recycling collection service. We also appreciate the partnership we have forged over the years with the administration, staff, and citizens of Round Rock.

Once again, we are approaching the annual review and adjustment period of our existing contract. Please see attached worksheets that reflect a proposed 9.37% adjustment.

Thank you again for your consideration and attention to this matter. I look forward to our continued working relationship for many years to come!

Sincerely,



Michael E. Lavengco

Exhibit "A"



P.O. Box 18685  
Austin, TX 78760  
[www.centraltexasrefuse.com](http://www.centraltexasrefuse.com)

office 512-243-2833  
fax 512-243-2283



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-303310

Date Filed:  
01/18/2018

Date Acknowledged:

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

Central Texas Refuse, Inc.  
Austin, TX United States

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

City of Round Rock

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

R-2016-3847  
Refuse collection contract amendment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bracher, Benjamin	Austin, TX United States		X
	Lavengco, Michael	Austin, TX United States		X

5 Check only if there is NO Interested Party. ☐

### 6 UNSWORN DECLARATION

My name is Heather A. Rakowitz, and my date of birth is 2/6/1977.

My address is 140 Alexandria St., Lavermia, TX, 78121, 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 Texas, on the 18<sup>th</sup> day of Jan, 20 18.  
(month) (year)

Heather A. Rakowitz

Signature of authorized agent of contracting business entity  
(Declarant)



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.1**

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**Title:** Consider an ordinance amending Chapter 32, Section 32-33, Code of Ordinances (2010 Edition), by increasing the residential charge for the collection of refuse and recycling services (First Reading)(Requires Two Readings)

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

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

**Cost:**

**Indexes:**

**Attachments:** Ordinance

**Department:** Utilities and Environmental Services

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### **Text of Legislative File 2018-5096**

In August of 2010, the City amended the City Ordinance regarding the implementation of a Comprehensive Solid Waste Management and Recycling Program for the citizens of Round Rock. The solid waste and recycling services that are performed by Round Rock Refuse continue to receive high ratings from our citizens during the survey that the City conducts biannually.

In January 2017, the City renewed Round Rock Refuse's contract for an initial term of five years. At the end of the 3rd calendar year of the initial five year term, and at the end of each calendar year thereafter, the term shall automatically renew such the balance of the term remains three years. For the initial year of the new agreement, the monthly Residential Services Rate was fixed at \$14.51 per customer. At the end of each year, Round Rock Refuse may petition to the City for reasonable adjustments to the Residential Services Rate based on increases in fuel, landfill, and/or the Operations, Overhead, and Profit costs. In a letter dated December 1, 2017, Round Rock Refuse has petitioned for an increase in the Residential Services Rate from \$14.51 to \$15.87 per month to account for increases in all three components of the rate. Round Rock Refuse has only had one rate increase in the past four years.

With these adjustments, the new rate charged to our residential customers will increase from \$17.61 to \$18.96 per month. This proposed rate would still be one of the lowest Residential Services Rates in the area.

If approved by Council, the proposed new rate would go into effect starting February 1, 2018.

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

That Chapter 32, Section 32-33(a)(2), Code of Ordinances (2010 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

(a) *Residential.*

- 11.

Age Group	Number of People
18-24	95
25-34	90
35-44	85
45-54	75
55-64	65
65-74	55
75-84	45
85-94	35

- 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

1 which this Ordinance and the subject matter hereof were discussed, considered and  
2 formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas  
3 Government Code, as amended.

4 **READ** and **APPROVED** on first reading this the \_\_\_\_\_ day of  
5 \_\_\_\_\_, 2018.

6 **READ, APPROVED** and **ADOPTED** on second reading this the \_\_\_\_\_ day of  
7 \_\_\_\_\_, 2018.

8  
9  
10 \_\_\_\_\_  
11 CRAIG MORGAN, Mayor  
12 City of Round Rock, Texas  
13

14 ATTEST:

15  
16 \_\_\_\_\_  
17 SARA L. WHITE, City Clerk  
18



# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.2**

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**Title:** Consider public testimony regarding, and an ordinance amending the PUD (Planned Unit Development) No. 90 zoning district to allow indoor accessed self-service storage units on an approximately 5-acre portion of the site, located southeast of the intersection of University Blvd. and Sunrise Rd. (First Reading)\*

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

**Dept Director:** Brad Wiseman, Planning and Development Services Director

**Cost:**

**Indexes:**

**Attachments:** Ordinance, Exhibit E, Exhibit F, Aerial Photo, Vicinity Map with surrounding zoning

**Department:** Planning and Development Services Department

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### Text of Legislative File 2018-5117

PUD (Planned Unit Development) No. 90 was approved by the City Council in January of 2012. It contains 41.23 acres and has three development areas: two areas for multi-family development on 36 acres and one area for townhome and senior uses on 5 acres. The multi-family areas have been constructed and the remaining undeveloped 5-acre area is the subject of this request. The 5-acre parcel currently allows for townhome and senior residential uses. The purpose of this amendment is to include a multi-story self-service storage facility with only internal access to storage units as a permitted use, with accompanying design standards, and to establish some of the development standards for the townhomes and senior housing.

The proposed site layout has the storage building located on the northern part of the site on approximately two acres facing University Boulevard, and the townhome and senior residential uses on the southern portion of the site, on approximately three acres. Access to the storage building will be from the existing driveway connection to University Boulevard. The building will be a maximum of three stories in height and the exterior building material standards will exceed minimum code requirements with respect to the percentage of masonry on the exterior finish and the percentage of windows and doors on the building elevation facing University Boulevard. In addition, while code permits split-face and stone-face concrete masonry units, the PUD will prohibit these materials.

Access to the townhome and senior uses will be from the Arrington Ridge Apartments to the west, which also shares the existing driveway connection to University Boulevard. The townhomes will meet the development standards of the TH (Townhome) zoning district, except for the parking space requirement. The TH district requires four spaces for each unit: two in the garage and two on the driveway outside of the garage. The proposal is for each unit to provide three parking spaces for each unit: one in the garage, one in the driveway outside of the garage, and one covered surface parking space. Staff finds that this standard is justified for two reasons: (1) a townhouse project was approved in Amendment No. 3 to PUD No. 35 with similar requirements in 2013; and (2) other cities have adopted similar requirements. The PUD No. 35 townhome parking requirements are: 2 spaces per unit, with one of those in a garage for units with 1-2 bedrooms, and 2 spaces per unit, both in a garage, for units with 3 or more bedrooms. In both cases, an additional 10% of the total number of required spaces are also required for guests. The City of Cedar Park requires 1 ½ spaces per unit for a one bedroom townhouse and 2 spaces per unit for larger units. The City of Georgetown requires 2 spaces per unit. The City of Pflugerville requires 2 spaces per unit, with additional spaces equaling 20% of the total number of units. A survey by the American Planning Association of cities nationwide indicates that requirements vary from 1 space per unit to 2 ½ spaces per unit, with most requiring 1 or 2 spaces per unit.

Senior housing will be in the form of apartment units and a maximum of 52 units are proposed. These apartments will meet the current design requirements of the SR (Senior) zoning district. The proposed amendment allows for the buildings to be four stories if the first floor consists of garage-enclosed parking spaces. The parking ratio is established at 1.25 parking spaces per unit, with an additional number of spaces equal to 5% of the total number of required spaces. This ratio is the same as several recently approved senior apartment projects

There were no speakers at the public hearing held by the Planning and Zoning Commission on December 20, 2017 and the Commission voted 8-0 to recommend approval of the PUD amendment.

**ORDINANCE NO. O-2018-5117**

**AN ORDINANCE AMENDING ORDINANCE NO. Z-12-01-26-8B2, ADOPTED BY THE CITY COUNCIL OF ROUND ROCK, TEXAS, ON JANUARY 26, 2012, BY AMENDING SECTIONS II.4.1, II.6.5, AND II.7, AND ADDING EXHIBITS E AND F, OF THE DEVELOPMENT PLAN OF PUD NO. 90, APPROVED BY THE CITY COUNCIL IN SAID ORDINANCE; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.**

**WHEREAS**, on January 26, 2012, the City Council of the City of Round Rock, Texas, adopted Ordinance No. Z-12-01-26-8B2, which established PUD No. 90, and

**WHEREAS**, on October 25, 2012, the City Council of the City of Round Rock, Texas, adopted Ordinance No. Z-12-10-25-I3 which amended various PUDs, including PUD No. 90, to reflect the recently amended multifamily regulations, and

**WHEREAS**, an application has been made to the City Council of the City of Round Rock, Texas, to amend Sections II.4.1, II.6.5, II.7, and add Exhibits E and F of the Development Plan of PUD No. 90, and

**WHEREAS**, the Planning and Zoning Commission held a public hearing concerning the requested amendment to Ordinance No. Z-12-01-26-8B2 on the 20th 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. Z-12-01-26-8B2 be amended, and

**WHEREAS**, on the 25<sup>th</sup> day of January, 2018, after proper notification, the City Council held a public hearing on the requested amendment to Ordinance No. Z-12-01-26-8B2, and



**WHEREAS**, the City Council determined that the requested amendment to Ordinance No. Z-12-01-26-8B2 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 #90 meets the following goals and objectives:

- (1) The amendment to P.U.D. #90 is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) The amendment to P.U.D. #90 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) The amendment to P.U.D. #90 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.4.1 of the Development Plan of PUD No. 90, as approved in Ordinance No. Z-12-01-26-8B2, is hereby amended to read as follows:

### 4.1. Zoning and Subdivision Ordinances

The Property shall be regulated for purposes of zoning and subdivision by this Plan. All aspects not specifically covered by this Plan shall be regulated by the MF (Multifamily), TH (Townhouse), SR (Senior), and the C-1 (General Commercial) zoning districts and other sections of the Code, as applicable, and as amended. If there is a conflict between this Plan and the Code, this Plan shall supersede the specific conflicting provisions of the Code.

## III.

That Section II.6.5 of the Development Plan of PUD No. 90, as approved in Ordinance No. Z-12-01-26-8B2, is hereby amended to read as follows:

### 6.5 Compatibility – Multifamily uses

Compatibility regulations in the Code between uses in the MF District Area and the SR/TH/self-service storage District Area within the Property shall not be applicable.

## IV.

That Section II.7 of the Development Plan of PUD No. 90, as approved in Ordinance No. Z-12-01-26-8B2, is hereby amended to read as follows:

### 7. DEVELOPMENT STANDARDS FOR SENIOR HOUSING (SR) / TOWNHOUSE (TH) / SELF-SERVICE STORAGE DISTRICT AREA – PHASE 3

7.1. A Senior Housing (SR)/Townhouse (TH)/ Self-service storage District Area is created and indicated on Exhibit “B”. Within the SR/TH/ Self-service storage District Area, the SR, TH or C-1 (General commercial) zoning district regulations will govern unless as otherwise provided in this Plan. The parcel map for Phase Three is contained on Exhibit “E”.

## 7.2. Permitted Uses.

- a) All uses contained in the SR (Senior Housing) zoning district, as described in Section 46-152 of the Code, as amended, shall be permitted.
- b) A Group Living (Senior) use shall be permitted as follows:
  - i) A residential facility providing 24-hour care in a protective living arrangement for residents 62 years of age or older and supervisory personnel. Typical uses include assisted living facilities, congregate living facilities, independent living and nursing homes.
  - ii) The facility must comply with the State of Texas licensing requirements and are limited to facilities that function as senior housing.
- c) All uses contained in the TH (Townhouse) zoning district, as described in Section 46-139 of the Code, as amended, shall be permitted.
- d) A TH (Townhouse) use shall be governed by the TH (Townhouse) district regulations, as described in Section 46-139 of the Code, as amended, except that the maximum height shall be three (3) stories
- e) A Group Living (Senior) use shall be governed by the PF-3 (Public facilities-high intensity) district regulations, as described in Section 46-151 of the Code, as amended.
- f) Apartments (Senior) uses, as described in Section 46-152 of the Code, as amended, are allowed three (3) stories in height. If the first level consists of garage parking, the apartment (Senior) buildings may be a maximum of four (4) stories in height. A maximum of two (2) apartments (Senior) buildings are allowed, with a maximum of 26 units per building.
- g) A multi-story self-service storage facility with internal access to storage units, and no exterior roll-up doors providing access to individual units is a permitted use. The facility shall have a maximum height of three-stories. This use shall be regulated by the C-1 (General Commercial) zoning district, as applicable and as amended, unless otherwise specified by this Plan.

## 7.3. Compatibility.

Compatibility regulations in the Code between uses in the MF District Area and the SR/TH/self-service storage District Area within the Property shall not be applicable.

## 7.4. Landscaping and Screening.

- a) All trees shall be planted in a pervious area no less than four feet (4') wide in any direction measured from the center of the tree, unless otherwise stated herein.
- b) The pervious area around all required trees in landscape buffers, tree islands, perimeter parking lot landscape areas and compatibility buffers shall not include sod or turf grass and shall consist of no more than fifty percent (50%) decorative ground cover material, including decomposed granite, crushed granite gravel, river rock, pea gravel, tumbled glass, and bark mulch, unless approved by the Zoning Administrator. The remainder of the pervious area around the tree as described in Section 6.6(a) must consist of live plant material with a low and spreading growth habit that can easily be maintained at a height of 6" to 12" and is intended to completely cover the ground surface when fully grown.
- c) At least 80% of the required shrubs shall be native or adapted species, as approved by the Zoning Administrator. Up to 20% of the shrubs may be of a non-preferred variety as long as they are grouped together in a suitable area and can be irrigated.
- d) Drip irrigation for groundcovers, shrubs and trees shall be utilized in the irrigation plan, unless otherwise approved by the Zoning Administrator. Turf grass areas are not required to be irrigated with drip irrigation.
- e) In areas where turf is used, a drought tolerant species will be used, subject to the approval of the Zoning Administrator. No St. Augustine grass shall be allowed.

#### 7.5. Existing Trees

- a) The existing trees indicated on Exhibit "D" shall be retained as a part of the site landscaping plan.
- b) Developer shall use commercially reasonable efforts to preserve any healthy existing trees along the eastern boundary line adjacent to the single family zoned property unless construction of the masonry wall as described in Section 5.10(a) prevents preservation. Should any such healthy existing trees in this area not be preserved, an evergreen tree of a type considered to be fast growing to provide shade and screening that is at least ten (10) feet in height at time of planting shall be planted to replace the tree removed.

7.6. Off-street parking – Townhouses

The following off-street parking shall be provided:

- a) One (1) garage-enclosed space for each living unit; and
- b) One (1) driveway parking space, a minimum length of 18 feet, located immediately outside of the garage-enclosed space, for each living unit; and
- c) One (1) covered surface parking space per unit.

7.7. Off-street parking – Senior Apartments

The following off-street parking shall be provided:

- a) Each building shall provide a minimum of 1.25 garage-enclosed spaces per unit, plus an additional number of spaces equal to five percent (5%) of the total number of required spaces.

7.8. Building Exterior Finish and Design Features – Senior Apartments

The following design standards apply to all buildings:

- a) Building elevation variation. Any wall in excess of 60 feet in length shall include offsets of at least two feet, to preclude a box design. There shall be no less than one offset for every 40 feet of horizontal length.
- b) Exterior wall color finishes. Day-Glo, luminescent, iridescent, neon or similar types of color finishes are not permitted.
- c) Exterior wall finish. The exterior finish of all buildings shall be masonry, except for door, windows and trim. Masonry shall mean stone, simulated stone, brick, stucco, or horizontally installed cement-based siding. Horizontally installed cement-based siding or stucco shall not comprise more than 50 percent of the exterior finish (breezeways and patio or balcony insets are not included in this calculation), except that 100 percent stucco may be permitted in conjunction with tile roofs.
- d) Glass. Mirrored glass with a reflectivity of 20 percent or more is not permitted on the exterior walls and roofs of all buildings and structures.
- e) Orientation requirements. Building elevations that face a public street shall have at least 15 percent of the wall facing the street consist of windows and/or entrance areas.

- f) Windows. Windows shall be provided with trim. Windows shall not be flush with exterior wall treatment. Windows shall be provided with an architectural surround at the jamb, header and sill.
- g) Roofing materials. Roofing materials shall consist of 25-year architectural dimensional shingles, tile (clay, cement, natural or manufactured stone), nonreflective prefinished metal, or reflective metal such as copper or other similar metals as approved by the zoning administrator. Portions of the roof screened by pitched roof sections shall be permitted to be flat to provide for mechanical equipment wells or roof decks provided all pitched sections of the roof meet the roofing material requirements.
- h) Special design features. All buildings, other than garages, shall be designed to include varied relief to provide interest and variety and to avoid monotony. This shall include details that create shade and cast shadows to provide visual relief to the buildings. The following list contains a partial list of features that may be used as part of an integrated, comprehensive design:
  - i) Bow window.
  - ii) Bay window.
  - iii) Arched window.
  - iv) Gable window.
  - v) Oval or round windows.
  - vi) Shutters.
  - vii) Arched entry, balcony or breezeway entrance.
  - viii) Stone or brick accent wall.
  - ix) Decorative stone or brick band.
  - x) Decorative tile.
  - xi) Veranda, terrace, porch or balcony.
  - xii) Projected wall or dormer.
  - xiii) Variation of roof lines on the building.
  - xiv) Decorative caps on chimneys.

7.9. Building Exterior Finish and Design Features – Self-Service Storage

The exterior wall finish requirements shall be those contained in the C-1 (General Commercial) zoning district, with the following exceptions:

- a) At least 80 percent of the total exterior wall finish, except for doors, windows, and trim, shall be natural stone, simulated stone, or brick.
- b) Building elevations that face University Boulevard shall have at least 25 percent of the wall facing the street consist of windows and/or pedestrian entrance areas.
- c) All buildings shall be designed to include varied relief to provide interest and variety and to avoid monotony. This shall include details that create shade and cast shadows to provide visual relief to the buildings. Horizontal and vertical elements of exterior walls should vary in height, design and projection to provide substantial architectural interest and style. The following special design features shall be incorporated in the design of the self-service storage building:
  - i) Decorative cornices;
  - ii) Variation of roof lines;
  - iii) Recessed entryway;
  - iv) Stone or brick accent wall;
  - v) Decorative stone or brick band, and
  - vi) Awning.

7.10 Landscape Buffering – Self-Service Storage use

- a) The following landscape buffer shall be required between the self-service storage use and the Senior/Townhome use:
  - i) An 8-foot wide landscape buffer per Section 46-200(e), and;
  - ii) A 6-foot tall decorative metal fence
- b) Any other fencing placed around the self-service storage site shall be decorative metal or similar materials. Chain link fencing shall not be allowed.

**V.**

That the List of Exhibits as approved in Ordinance No. Z-12-01-26-8B2 is hereby amended to read as follows:

LIST OF EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
Exhibit “A”	Legal Description of Property
Exhibit “B”	Land Use District Areas
Exhibit “C”	Building Height and Design Features
Exhibit “D”	Existing Trees
<u>Exhibit “E”</u>	<u>Phase 3 Land Use</u>
<u>Exhibit “F”</u>	<u>Phase 3 Buffering</u>

**VI.**

That **Exhibits “E”** and **Exhibit “F”**, as attached hereto and incorporated herein, are added to the Development Plan of PUD No. 90.

**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:

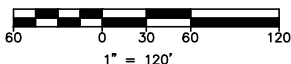
\_\_\_\_\_  
SARA L. WHITE, City Clerk

## EXHIBIT "E"

UNIVERSITY BOULEVARD

SELF-SERVICE  
STORAGE

SENIOR/TOWNHOME



12/6/17  
222010991



1905 ALDRICH STREET, SUITE 300  
AUSTIN, TX 78723  
TBPE # F-6324 TBPLS # 10194230  
[www.stantec.com](http://www.stantec.com)

## PHASE 3 - LAND USE MAP

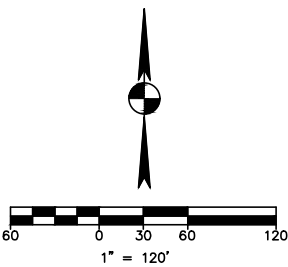
## EXHIBIT "F"

UNIVERSITY BOULEVARD

SELF-SERVICE  
STORAGE

SENIOR/TOWNHOME

FENCE & LANDSCAPE BUFFER REQUIRED  
BETWEEN SELF-SERVICE STORAGE &  
SENIOR/TOWNHOME USES



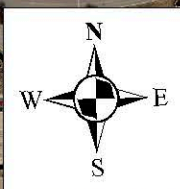
12/6/17  
222010991



1905 ALDRICH STREET, SUITE 300  
AUSTIN, TX 78723  
TBPE # F-6324 TBPLS # 10194230  
[www.stantec.com](http://www.stantec.com)

## PHASE 3 - BUFFERING



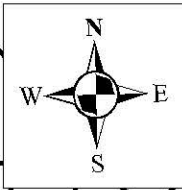


University Blvd

Subject Tract  
4.99 ac.

Sunrise Rd





University Blvd

C-1

Subject Tract  
4.99 ac.

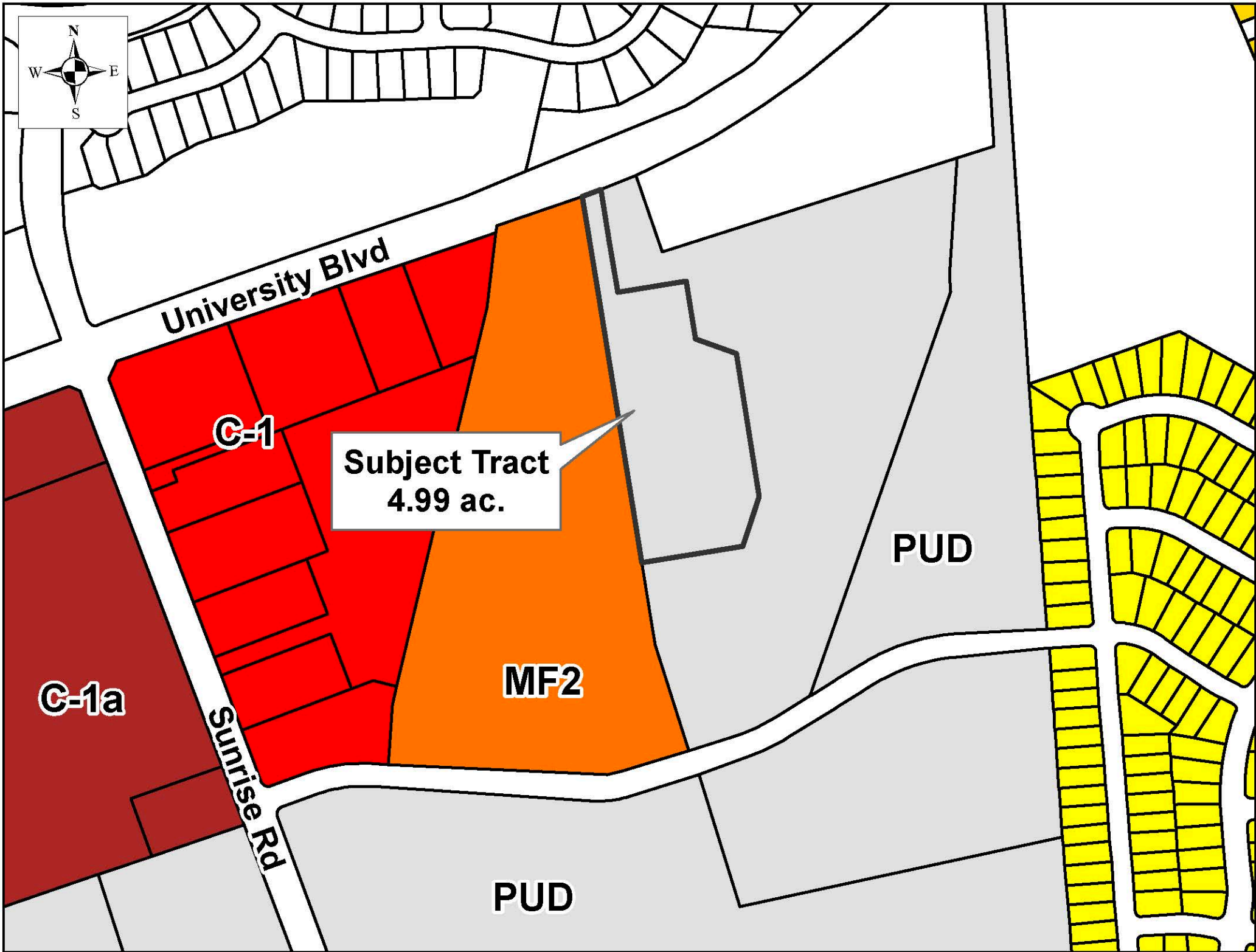
MF2

C-1a

Sunrise Rd

PUD

PUD





# City of Round Rock

## Agenda Item Summary

**Agenda Number: G.3**

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**Title:** Consider 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. (Second Reading)

**Type:** Ordinance

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

**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

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### **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 6<sup>th</sup> 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 11<sup>th</sup> 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.

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CRAIG MORGAN, Mayor  
City of Round Rock, Texas

ATTEST:

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SARA L. WHITE, City Clerk



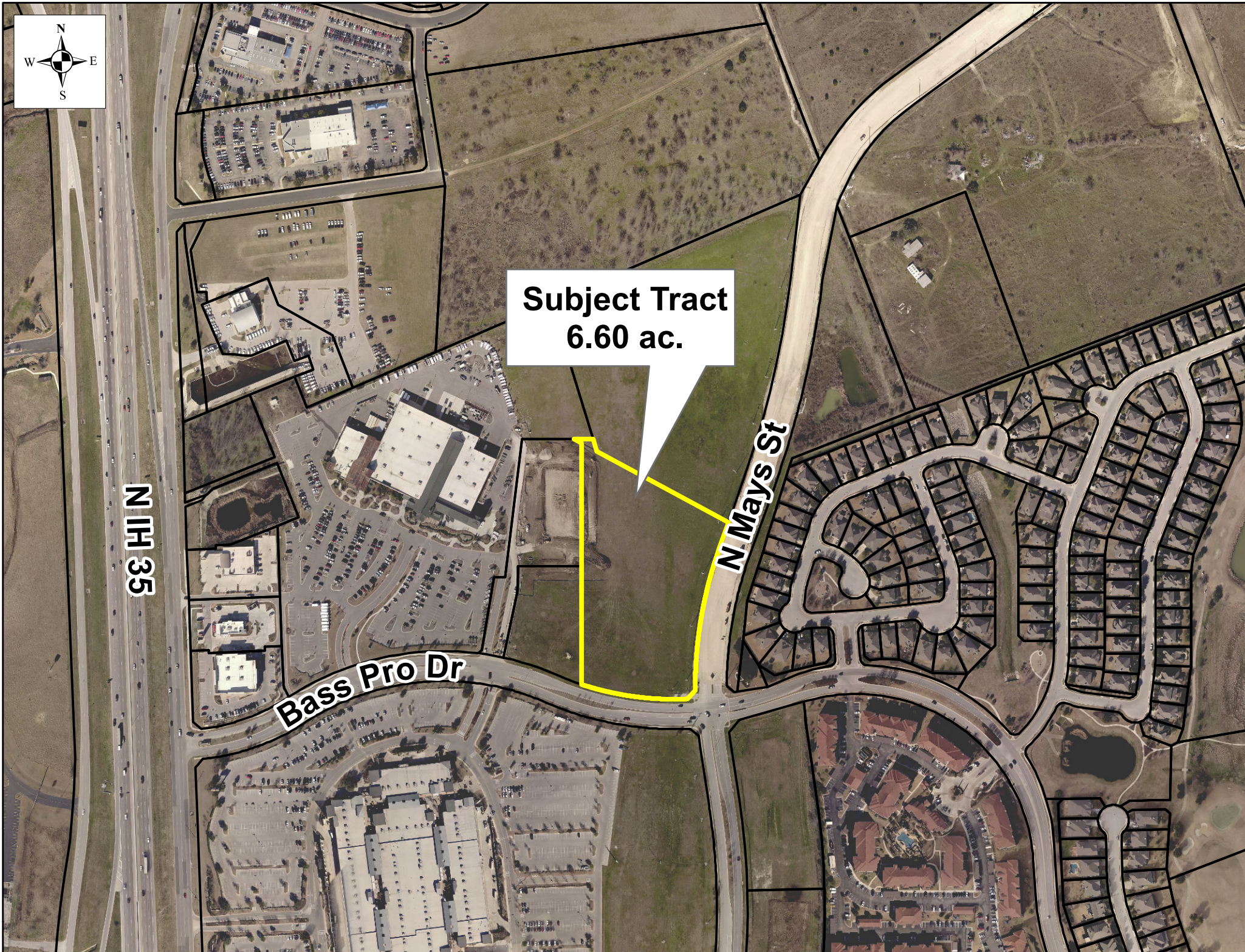


NIH 35

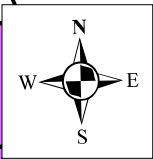
Bass Pro Dr

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Subject Tract  
6.60 ac.







N IH 35

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PUD

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# City of Round Rock

## Agenda Item Summary

**Agenda Number:** H.1

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**Title:** Consider one appointment to the Clean Air Coalition.

**Type:** Appointment

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

**Dept Director:** Sara White, City Clerk

**Cost:**

**Indexes:**

**Attachments:**

**Department:** City Clerk's Office

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**Text of Legislative File 2018-5147**



# City of Round Rock

## Agenda Item Summary

**Agenda Number: J.1**

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**Title:** Consider Executive Session as authorized by §551.074, Texas Government Code, to deliberate the evaluation and performance of the City Manager.

**Type:** Executive Session

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

**Dept Director:**

**Cost:**

**Indexes:**

**Attachments:**

**Department:**

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**Text of Legislative File 2018-5148**



# City of Round Rock

## Agenda Item Summary

**Agenda Number: K.1**

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**Title:** Consider discussion and/or action regarding the evaluation and performance of the City Manager.

**Type:** Action Relative to Executive Session

**Governing Body:** City Council

**Agenda Date:** 1/25/2018

**Dept Director:**

**Cost:**

**Indexes:**

**Attachments:**

**Department:**

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**Text of Legislative File 2018-5149**