



City of Round Rock

City Council

Meeting Agenda

Craig Morgan, Mayor
Writ Baese, Mayor Pro-Tem, Place 5
Tammy Young, Place 1
Rene Flores, Place 2
Matthew Baker, Place 3
Will Peckham, Place 4
Hilda Montgomery, Place 6

Thursday, July 11, 2019

6:00 PM

City Council Chambers, 221 East Main St.

A. CALL MEETING TO ORDER

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, 2018 Edition.

E. STAFF PRESENTATIONS:

- E.1 [TMP-0520](#) [Consider a presentation and department update from the Transportation Department.](#)

F. APPROVAL OF MINUTES:

- F.1 [TMP-0505](#) [Consider approval of the minutes for the June 27, 2019 City Council meeting.](#)

G. RESOLUTIONS:

- G.1 [2019-0281](#) [Consider a resolution authorizing the Mayor to execute an Agreement with GT Distributors, Inc. for the purchase of public safety equipment.](#)
- G.2 [2019-0282](#) [Consider a resolution authorizing the City Manager to submit an application to the Office of the Governor Criminal Justice Division for General Victim Assistance Program regarding two full-time Victims Services Advocate positions for the Police Department.](#)

- G.3 [2019-0283](#) [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Robjacs, LLC for the purchase of 3.434 acres located at 1525 Sam Bass Road, required for the construction of the proposed Deep Wood Drive roadway improvements.](#)
- G.4 [2019-0284](#) [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with Chasco Constructors for the Harrell Parkway and Brushy Creek Plant Road Project.](#)
- G.5 [2019-0290](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to Centerline Supply, Inc for the purchase of high intensity prismatic traffic signs.](#)
- G.6 [2019-0285](#) [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Halff Associates, Inc. for the Stormwater Master Plan Update Project.](#)
- G.7 [2019-0286](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Polydyne, Inc. for the purchase of Bulk Flocculant Polymer for the East Wastewater Treatment Plant.](#)
- G.8 [2019-0287](#) [Consider a resolution authorizing the Brushy Creek Regional Utility Authority to execute Supplemental Contract No. 6 with Walker Partners, LLC for the Phase 1C Water Treatment Plant Expansion and Phase 2 Land Rights and Stakeholder Coordination Project.](#)
- G.9 [2019-0288](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Green Planet, Inc. for household hazardous waste disposal and collection services.](#)
- G.10 [2019-0289](#) [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Halff Associates, Inc. for the Chisholm Valley Storm Drain Improvements - Area 3 Project.](#)
- H. ORDINANCES:**
- H.1 [2019-0291](#) [Consider public testimony regarding, and an ordinance rezoning 6.51 acres located at the northeast corner of Joyce Lane and Gattis School Road from the SF-2 \(Single-Family- Standard Lot\) zoning district to the MF-1 \(Multifamily- Low Density\) zoning district. \(First Reading\)*](#)
- I. APPOINTMENTS:**
- I.1 [TMP-0506](#) [Consider the appointment of a city representative to the Williamson County and Cities Health District Board of Directors to fill an unexpired term.](#)
- J. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**

K. EXECUTIVE SESSION:

- K.1 [TMP-0519](#) [Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property to wit: 700 Pecan Ave., Round Rock, Texas.](#)

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 below, as authorized by Texas Government Code:

§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 3rd day of July 2019 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Sara L. White, TRMC, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider a presentation and department update from the Transportation Department.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 7/11/2019

Dept Director: Gary Hudder, Transportation

Cost:

Indexes:

Attachments:

Department: Transportation Department

Text of Legislative File TMP-0520



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the June 27, 2019 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 7/11/2019

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 062719 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-0505



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, June 27, 2019

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on June 27, 2019 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:05 pm.

ROLL CALL

Present: 7 - Mayor Craig Morgan
Mayor Pro-Tem Writ Baese
Councilmember Tammy Young
Councilmember Rene Flores
Councilmember Matthew Baker
Councilmember Will Peckham
Councilmember Hilda Montgomery

Absent: 0

PLEDGES OF ALLEGIANCE

Mayor Morgan, along with local boy scout Landen Garver, led the following Pledges of Allegiance: United States and Texas

CITIZEN COMMUNICATION

*Theresia Carter, spoke regarding the annexation of CR 107.
Greg Carter, spoke regarding the annexation of CR 107.
Ralph Emerson, spoke regarding the annexation of CR 107.
Jane Spangler, spoke regarding the annexation of CR 107.
Harold Browne, spoke regarding the annexation of CR 107.*

PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- E.1** [TMP-0475](#) Consider a special presentation by the Texas Municipal Court Education Center recognizing municipal court staff that have achieved the Level 3 Certified Municipal Court Clerk Certification.
- Susan Morgan, CFO introduced a representative from the Texas Municipal Court Education Center who presented two staff members from the Round Rock Municipal Court who have achieved Level 3 certification.*

STAFF PRESENTATIONS:

- F.1** [TMP-0474](#) Consider a presentation and department update from the Police Department.

Allen Banks, Police Chief, made the staff presentation.

CONSENT AGENDA:

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

A motion was made by Councilmember Peckham, seconded by Councilmember Young, to approve the Consent Agenda. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
 Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery

Nay: 0

Absent: 0

- G.1** [TMP-0445](#) Consider approval of the minutes for the June 13, 2019 City Council meeting.

The minutes were approved under the Consent Agenda.

- G.2** [2019-0242](#) Consider an ordinance amending Chapter 44, Article VI, Code of Ordinances (2018 Edition), by adding new Section 44-153 regarding septic hauler fees. (Second Reading)

This Ordinance was approved under the Consent Agenda.

- G.3** [2019-0244](#) Consider a resolution authorizing the Mayor to execute an Engagement Letter with Whitley Penn, LLP for the 2019 financial and compliance audit.

This Resolution was approved under the Consent Agenda.

- G.4** [2019-0256](#) Consider a resolution authorizing the Mayor to execute an Agreement with GCA Services Group for high rafter cleaning services.

This Resolution was approved under the Consent Agenda.

PUBLIC HEARINGS:

- H.1** [TMP-0448](#) Consider a presentation and public testimony regarding the City of Round Rock Draft Community Development Block Grant (CDBG) Five Year Consolidated Plan (2019-2023) and the 2019-2020 Annual Action Plan.

Elizabeth Alvarado, CDBG Coordinator, made the staff presentation and introduced the consultant, Jen Garner

RESOLUTIONS:

- I.1** [2019-0245](#) Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with Chasco Constructors for the McNeil Road Extension Phase 1 Project.

Gary Hudder, Transportation Director made the staff presentation.

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

Aye: 7 - Mayor Morgan
 Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery

Nay: 0

Absent: 0

- I.2** [2019-0247](#) Consider a resolution authorizing the Mayor to execute an Advance Funding Agreement with the Texas Department of Transportation for the RM 620: Deepwood Drive to IH 35 Project.

Gary Hudder, Transportation Director made the staff presentation.

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

Aye: 7 - Mayor Morgan
 Mayor Pro-Tem Baese
 Councilmember Young
 Councilmember Flores
 Councilmember Baker
 Councilmember Peckham
 Councilmember Montgomery

Nay: 0

Absent: 0

I.3 [2019-0246](#)

Consider a resolution authorizing the Mayor to execute a Standard Utility Agreement with Texas Department of Transportation for the RM 620 Project from Deepwood Drive to IH-35.

Gary Hudder, Transportation Director made the staff presentation.

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

I.4 [2019-0250](#)

Consider a resolution authorizing the Mayor to execute an Agreement with Hill Country Outdoor Power, LLC for the purchase of small engine parts and equipment.

Chad McDowell, General Services Director made the staff presentation.

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

I.5 [2019-0254](#)

Consider a resolution authorizing the Mayor to execute an Agreement with Longhorn Outdoor Power Equipment for the purchase of small engine parts and equipment.

Chad McDowell, General Services Director made the staff presentation.

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

I.6 [2019-0252](#)

Consider a resolution determining that IE2 Construction, Inc. provides the best value for the construction of Fire Station No. 3 at La Frontera, and authorizing the Mayor to execute a Standard Form Agreement.

Chad McDowell, General Services Director made the staff presentation.

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

I.7 [2019-0248](#)

Consider a resolution authorizing the City Manager to execute a Purchase Order to Odessa Pumps for the purchase of a 4" Wasting Pump and 12" Return Pump for the Brushy Creek East Regional Wastewater Treatment Plant.

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

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

I.8 [2019-0249](#)

Consider a resolution authorizing the Mayor to execute a Contract with Prota Construction, Inc. for the Pressure Reducing Valves 2, 4, 9 and BCRUA Valve and Line Extension Project.

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

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

I.9 [2019-0255](#)

Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 3 with CP&Y, Inc. for the Kenney Fort Boulevard (Segments 2 & 3) Project.

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

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

I.10 [2019-0251](#)

Consider a resolution authorizing the Mayor to execute a Contract with N.G. Painting, L.P for the Downtown Historic Water Tank Project.

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

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

I.11 [2019-0257](#)

Consider a resolution authorizing the Mayor to execute an Agreement with Musco Sports Lighting, LLC for the purchase of tennis court lighting and installation services at Frontier Park.

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

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

I.12 [2019-0258](#)

Consider a resolution authorizing the Mayor to execute a Contract with Grindline Skateparks, Inc. for the Shaylah Dame Skatepark Improvement Project.

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

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

I.13 [2019-0259](#)

Consider a resolution authorizing the Mayor to execute a Contract with Patin Construction, LLC for the Westside Trails Improvement Project.

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

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

I.14 [2019-0260](#)

Consider a resolution authorizing the Mayor to execute a Contract with Fazzone Construction Company, Inc. for the Rabb Pavilion Improvements Project.

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

I.15 [2019-0261](#)

Consider a resolution authorizing the Mayor to execute a Contract with Partners Remodeling, Waterproofing, and Restoration for the Clay Madsen Recreation Center Improvement Project 2019.

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

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

I.16 [2019-0262](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to The PlayWell Group, Inc. for the purchase of shelter equipment and patio shade structure at Clay Madsen Recreation Center.

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

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

I.17 [2019-0263](#)

Consider a resolution authorizing the Mayor to execute a Consent and Development Agreement with KB Home Lone Star, Inc. and Round Rock Municipal Utility District No. 1 regarding the development of 356 acres of land.

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

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

ORDINANCES:

J.1 [2019-0270](#)

Consider an ordinance annexing 356.482 acres of land located at or near the intersection of University Boulevard and CR 110. (First Reading)*

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

A motion was made by Councilmember Young, seconded by Councilmember Flores, to approve the first reading of the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

A motion was made by Councilmember Peckham, seconded by Councilmember Baker, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

J.2 [2019-0269](#)

Consider an ordinance annexing right-of-way located on portions of Chandler Road. (First Reading)*

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

A motion was made by Councilmember Flores, seconded by Councilmember Young, to approve the first reading of the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

J.3 [2019-0265](#)

Consider public testimony regarding, and an ordinance approving an amendment to the General Plan 2020 to modify the Future Land Use Map to allow commercial development on 11.308 acres located at or near the intersection of University Boulevard and CR 110. (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 Peckham, seconded by Councilmember Young, to approve the first reading of the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

A motion was made by Councilmember Young, seconded by Councilmember Baker, to dispense with the second reading and adopt the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

J.4 [2019-0271](#)

Consider public testimony regarding, and an ordinance zoning 345.175 acres of land located at or near the intersection of University Boulevard and CR 110 to the SF-3 (Single-Family - Mixed Lot) zoning district. (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 Flores, to approve the first reading of the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

J.5 [2019-0272](#)

Consider public testimony regarding, and an ordinance zoning 11.308 acres of land located at or near the intersection of University Boulevard and CR 110 to the C-1 a (General Commercial - Limited) zoning district. (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 Peckham, to approve the first reading of the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

J.6 [2019-0268](#)

Consider an ordinance annexing 190.07 acres of land along University Blvd, with 168.558 acres being north of University Boulevard and east of CR 110, and 21.511 acres being south of University Boulevard and east of CR110. (First Reading)*

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

A motion was made by Councilmember Young, seconded by Councilmember Baker, to approve the first reading of the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

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

The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

J.7 [2019-0267](#)

Consider an ordinance annexing right-of-way located on portions of CR 110 and CR 107. (First Reading)*

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

A motion was made by Councilmember Flores, seconded by Councilmember Peckham, to approve the first reading of the Ordinance.

The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

J.8 [2019-0266](#)

Consider public testimony regarding, and an ordinance approving an amendment to the General Plan 2020 to modify the Future Land Use Map to allow residential development on 148 acres located at or near the intersection of University Boulevard and CR 110. (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 Flores, to approve the first reading of the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

J.9 [2019-0273](#)

Consider public testimony regarding, and an ordinance zoning 96.16 acres of land located at or near the intersection of University Boulevard and CR 110 to the SF-3 (Single-Family- Mixed Lot) zoning district. (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 Baker, seconded by Councilmember Flores, to approve the first reading of the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

J.10 [2019-0274](#)

Consider public testimony regarding, and an ordinance zoning 34.81 acres of land located at or near the intersection of University Boulevard and CR 110 to the C-1 a (General Commercial - Limited) zoning district. (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 Peckham, seconded by Councilmember Young, to approve the first reading of the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

J.11 [2019-0275](#)

Consider public testimony regarding, and an ordinance zoning 10.0 acres of land located at or near the intersection of University Boulevard and CR 110 to the MF-1 (Multifamily- Low Density) zoning district. (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 Baker, seconded by Councilmember Flores, to approve the first reading of the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

J.12 [2019-0276](#)

Consider public testimony regarding, and an ordinance zoning 22.03 acres of land located at or near the intersection of University Boulevard and CR 110 to the TF (Two-Family) zoning district. (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 Peckham, seconded by Councilmember Young, to approve the first reading of the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

J.13 [2019-0277](#)

Consider public testimony regarding, and an ordinance zoning 19.97 acres of land located at or near the intersection of University Boulevard and CR 110 to the MF-2 (Multifamily - Medium Density) zoning district. (First Reading)*

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

Mayor Morgan opened the hearing for public testimony.

Jane Spangler spoke regarding concerns about the remainder of CR 107 also being improved - the part that is not being annexed into the city.

Greg Zucker, spoke regarding traffic concerns along university and CR 110 and CR 107.

Gary Jones, 601 CR 107 spoke regarding traffic concerns at University and CR 110. There being no further testimony, the public hearing was closed.

A motion was made by Councilmember Young, seconded by Councilmember Baker, to approve the first reading of the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

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

The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

J.14 [2019-0278](#)

Consider public testimony regarding, and an ordinance rezoning 4.62 acres located southeast of the intersection of E. Old Settlers Boulevard and N. Red Bud Lane from the OF-1 (General Office) zoning district to the LI (Light Industrial) zoning district. (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 Baker, seconded by Councilmember Young, to approve the first reading of the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

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

The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

J.15 [2019-0264](#)

Consider public testimony regarding, and an ordinance granting a partial exemption from ad valorem taxes for certain qualified historically significant properties. (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 Baker, seconded by Councilmember Young, to approve the first reading of the Ordinance. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

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

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

APPOINTMENTS:

K.1 [TMP-0473](#)

Consider the appointment of a Citizen Director to the Brushy Creek Regional Utility Authority (BCRUA).

A motion was made by Mayor Morgan, seconded by Mayor Pro-Tem Baese, to appoint Councilmember Baker to the BCRUA. The motion carried by the following vote:

Aye: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Councilmember Young
Councilmember Flores
Councilmember Baker
Councilmember Peckham
Councilmember Montgomery

Nay: 0

Absent: 0

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

EXECUTIVE SESSION:

- M.1** [TMP-0427](#) Consider Executive Session as authorized by §551.072, Government Code, related to the sale and/or value of real property to wit: 100 Tower Drive, and 209-211 Brown Street, Round Rock, Texas.

The City Council recessed to Executive Session. Mayor Morgan called the session to order at 9:17 p.m. and adjourned it at 9:45 p.m.

The City Council then reconvened and took no action on the items listed below.

ACTION RELATIVE TO EXECUTIVE SESSION:

- N.1** [2019-0279](#) Consider discussion/possible action related to the sale and/or value of real property to wit: 100 Tower Drive, Round Rock, Texas.

No action was taken on this item.

- N.2** [2019-0280](#) Consider discussion/possible action related to the sale and/or value of real property to wit: 209-211 Brown Street, Round Rock, Texas.

No action was taken on this item.

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 9:46 pm.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution authorizing the Mayor to execute an Agreement with GT Distributors, Inc. for the purchase of public safety equipment.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/11/2019

Dept Director: Robert Isbell, Fire Chief

Cost: \$225,000.00

Indexes: General Fund

Attachments: Resolution

Department: Fire Department

Text of Legislative File 2019-0281

This is a blanket agreement with GT Distributors, Inc. for various police, fire and rescue equipment carried by public safety officers. This allows us to secure pricing for the term of the agreement without being committed for a specific amount. The equipment purchased under the agreement is for law enforcement and fire department tools and safety equipment replacement.

Cost: Not to exceed \$225,000.00

Source of Funds: General Fund

RESOLUTION NO. R-2019-0281

WHEREAS, the City of Round Rock (“City”) desires to purchase public safety and firehouse supplies and equipment; and

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

WHEREAS, GT Distributors, Inc. is an approved vendor of the Buy Board; and

WHEREAS, the City desires to purchase certain goods and services from GT Distributors, Inc. through Buy Board, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Public Safety Equipment with GT Distributors, Inc., a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 11th day of July, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF
PUBLIC SAFETY EQUIPMENT
WITH
GT DISTRIBUTORS, INC.**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

This Agreement is for the purchase of public safety and firehouse supplies and equipment, and is referred to herein as the "Agreement." This Agreement is made and entered into on this the ____ day of the month of _____, 2019, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and GT DISTRIBUTORS, INC., whose offices are located at 2545 Brockton Drive, Suite 100, Austin, Texas 78758, referred to herein as "Vendor." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase public safety and firehouse supplies and equipment, and City desires to obtain said goods 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 # 524-17; 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 receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.0 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to obtain specified goods and Vendor is obligated to provide specified goods. This Agreement includes any exhibits, addenda, and/or amendments thereto.

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

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

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

E. **Vendor** means GT Distributors, Inc., or any successors or assigns.

2.0 EFFECTIVE DATE; INITIAL TERM; ALLOWABLE RENEWALS

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

B. This Agreement shall expire on March 31, 2020.

3.0 SCOPE OF WORK

A. The goods and related services which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

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

C. 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.

4.0 COSTS

A. City agrees to pay for goods and related services during the term of this Agreement at the pricing set forth in Exhibit "A."

B. The City shall is authorized to pay the Services Provider an amount not-to-exceed **Two Hundred Twenty-Five Thousand and No/100 Dollars (\$225,000.00)** for the term of this Agreement.

5.0 INVOICES

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

1. Name and address of Vendor;
2. Purchase Order Number;
3. Description and quantity of items received; and
4. Delivery dates.

6.0 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.

7.0 PROMPT PAYMENT POLICY

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

1. 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
2. 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
3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

8.0 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.

9.0 TAXES

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

10.0 INSURANCE

Vendor shall meet all City of Round Rock insurance requirements set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.201112.pdf.

11.0 CITY'S REPRESENTATIVE

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

Chief Allen Banks
Police Department
2701 North Mays Street
Round Rock, TX 78665
(512) 255-8877
abanks@roundrocktexas.gov

12.0 DEFAULT

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

Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;

B. Becomes insolvent or seeks relief under the bankruptcy laws of the United States, and is unable to perform its material obligations under the Agreement.

13.0 TERMINATION AND SUSPENSION

A. In the event of any uncured default by either party, the non-defaulting party has the right to terminate the affected portions of this Agreement for cause, upon ten (10) days' written notice to the defaulting party following the cure period.

B. In the event City terminates under this section, the following shall apply: Upon the effective date of the termination, Vendor shall discontinue performance of the affected Services and will schedule the removal of the affected Equipment. The City will be responsible only for amounts due and owing for the terminated affected Services and affected Equipment up through the date of termination.

14.0 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. 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.

15.0 ASSIGNMENT AND DELEGATION

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

16.0 NOTICES

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

1. When delivered personally to recipient's address as stated 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:

GT Distributors, Inc.
2545 Brockton Drive
Austin, Texas 78758

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

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

17.0 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.

18.0 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.

19.0 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.

20.0 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.

21.0 MISCELLANEOUS PROVISIONS

A. 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.

B. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, and subject to the Limitation of Liability provision in the Exhibit "A" (SSA), City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.


C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

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

[Signatures on the following page.]

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

GT Distributors, Inc.

By: 
Printed Name: DAVID CURTIS
Title: BIDS MANAGER
Date Signed: 6/4/2019

City of Round Rock, Texas

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

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

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.

G T Distributors, Inc.
Austin, TX United States

Certificate Number:
2019-499768

Date Filed:
06/04/2019

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.

524-17
Public Safety and Firehouse Equipment and Supplies

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is DAVID CURTIS, and my date of birth is 03/11/1983.

My address is 2545 BROCKTON DR., STE. 100, AUSTIN, TX, 78758, 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 4th day of JUNE, 20 19.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution authorizing the City Manager to submit an application to the Office of the Governor Criminal Justice Division for General Victim Assistance Program regarding two full-time Victims Services Advocate positions for the Police Department.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/11/2019

Dept Director: Allen Banks, Police Chief

Cost: \$144,205.00

Indexes: General Fund

Attachments: Resolution

Department: Police Department

Text of Legislative File 2019-0282

The City of Round Rock has been growing rapidly, both in population and diversity. Since 1999, the population of the City has more than doubled and the Victims Services caseload has increased with it. The increasing demand for victims services is outstripping the City's capacity to fully serve the victims of criminal activity. This grant project will support two full time Victim Advocates that will provide direct services to crime victims and work regionally with other crime victim advocate groups and agencies. Funding for this project will be used to pay for the salary, training, uniforms, specialized victim services software, and supplies necessary for two Victims Advocates.

The total cost of the project will be \$144,205, \$115,364 of which will come from grant funding. There is a 20% match requirement totaling \$28,841 that will come from the General Fund. If awarded for the initial year of funding, the Department will be able to apply for program-continuation funding for two additional years.

Cost: \$144,205

Source of Funds: General Fund

RESOLUTION NO. R-2019-0282

WHEREAS, the Office of the Governor, Criminal Justice Division (“CJD”) has grant funds available to cities for various law enforcement projects, and

WHEREAS, grant funds are available for the General Victim Assistance Program to fund two full-time Victims Services Advocate positions, and

WHEREAS, the City Council wishes to apply for a grant to the Office of the Governor, Criminal Justice Division for said positions, and

WHEREAS, the City Council designates the City Manager as the City’s authorized official with power to apply for the grant, including making online application, on behalf of the applicant agency, the City of Round Rock, Texas, and

WHEREAS, the grant requires a match by the City, and the City Council wishes to approve said match, and

WHEREAS, in the event of loss or misuse of CJD grant funds, the City of Round Rock assures that the funds will be returned to the CJD in full, Now Therefore

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

1. The City Manager is hereby authorized and directed to make the necessary application for the above-described grant; and
2. The match by the City is approved; and
3. In the event of loss or misuse of CJD grant funds, the funds will be returned to the CJD in full.

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

RESOLVED this 11th day of July, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Robjacs, LLC for the purchase of 3.434 acres located at 1525 Sam Bass Road, required for the construction of the proposed Deep Wood Drive roadway improvements.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/11/2019

Dept Director: Gary Hudder, Transportation Director

Cost: \$560,587.00

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

Attachments: Resolution, Exhibit A, Maps

Department: Transportation Department

Text of Legislative File 2019-0283

The City's original land value appraisal estimate was \$3.00/SF. The landowner presented a broker's opinion land value estimate of \$4.50/SF. After additional negotiation the current contract price of +-\$3.80/SF and addition non-cash construction items was reviewed with and recommended for approval by the Transportation Director and legal department.

Cost: \$560,587.00

Source of Funds: Round Rock Transportation and Economic Development Corporation (Type B)

RESOLUTION NO. R-2019-0283

WHEREAS, the City of Round Rock (“City”) desires to purchase all of that certain 3.434-acre tract of land located at 1525 Sam Bass Road (“Property”) and required for the construction of the proposed Deep Wood Drive roadway improvements; and

WHEREAS, Robjacs, LLC, 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 Robjacs, LLC, 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 11th day of July, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

REAL ESTATE CONTRACT

Deep Wood Drive Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ROBJACS, LLC, (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 3.434 acres (149,576 square foot) tract of land out of and situated in the J. M. Harrell Survey, Abstract No. 284 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein;

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" 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 Property, compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of FIVE HUNDRED SIXTY THOUSAND FIVE HUNDRED EIGHTY-SEVEN and 00/100 Dollars (\$560,587.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions and Additional Consideration

2.03. Johnson Wastewater Easement. As additional consideration for the completion of the transaction as contemplated herein, Seller agrees that it shall deliver at Closing a duly executed Wastewater Easement from the Johnson family to the City of Round Rock (“City”), which Easement shall be in the general location as shown on Exhibit “B” attached hereto and incorporated herein. The final location of the Easement shall be determined by metes and bounds survey, prepared at the cost of Seller, to be attached to the easement document for recording in the real property records as part of Closing, and which location and description shall be approved by the City’s Utility Department prior to completion. The Wastewater Easement document shall be in the form as shown in Exhibit “C” attached hereto and incorporated herein.

2.04. Future Wastewater Service Extension by City. If Seller completes the delivery of an executed Wastewater Easement at Closing of this transaction as set out in Paragraph 2.03 above, then as an obligation which shall survive the Closing of this transaction Purchaser agrees that as a part of the construction of the proposed Deep Wood Drive roadway facility extension on the Property it shall also cause a waste water service facility extension (the “Wastewater Extension”) to be constructed at its sole cost and in the approximate location as shown on Exhibit “B” attached hereto and incorporated herein.

The proposed Wastewater Extension shall be constructed by Purchaser between (a) the existing manhole on the City’s 60” waste water facility, and (b) the eastern boundary of the Property, in the general location as shown on Exhibit “B” attached hereto and incorporated herein. The final alignment of the proposed waste water service extension shall be determined by the City’s Utility engineers as part of the overall Deep Wood project design and using standard City of Round Rock design criteria.

The proposed Wastewater Extension shall be sized by the City of Round Rock to adequately serve the approximately 3.49 acre tracts currently owned by Seller and/or Margaret E. Joseph as shown on Exhibit “B” for any development use categories for those properties approved by the City.

The Wastewater Extension obligations of Purchaser/City as set out herein are specifically contingent on the delivery of the Wastewater Easement from Johnson at Closing as set out above.

2.05. Future Stormwater Culvert Design. As an obligation which shall survive the Closing of this transaction, City agrees that as part of the design of the proposed Deep Wood Drive roadway extension facilities it shall cause any drainage cross culverts which convey flows across or under the roadway facilities which will be constructed upon the Property to be designed and constructed to a size which shall adequately convey fully developed upstream stormwater flows from the approximately 3.49 acres currently owned by Seller and/or Margaret E. Joseph as shown on Exhibit “B”.

By execution of this contract the parties agree that Purchaser shall have no responsibility to obtain on behalf of Seller any legal approval or permitting, and by the design and construction obligation in this paragraph does not grant or assume any legal approval or permitting responsibility, from any applicable agency or authority which may regulate the storm water detention and/or discharge from any development constructed upon the approximately 3.49 acres currently owned by Seller and/or Margaret E. Joseph, and as further identified on Exhibit "B" attached hereto and incorporated herein. Compliance and permitting of any stormwater detention or discharge from the 3.49 acres of Seller and/or Margaret E. Joseph shall remain the sole responsibility of the property owners.

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 Independence Title Company on or before July 31, 2019, 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 City of Round Rock, Texas a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", free and clear of any and all mortgage liens and restrictions, 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.

(2) The Deed shall be in the form as shown in Exhibit "D" attached hereto.

(3) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide 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 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".

- (4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (1) Pay the cash portion of the Purchase Price.
- (2) Deliver a duly executed Temporary Access Easement in the form as shown in Exhibit "E" attached hereto and incorporated herein, to be recorded in the Official Records of Williamson County, Texas as part of the Closing.

Prorations

5.04. General real estate taxes for the then current year relating to the Property 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.

[signature page follows]

SELLER:

ROBJACS, LLC

By: _____

Name: _____

Its: _____

Date: _____

Address: 108 E. Bagdad, Ste. 100
Round Rock Tx 78664

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____

Craig Morgan, Mayor

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

Date: _____



2P CONSULTANTS, LLC
507 W. Liberty Ave
Round Rock, Texas 78664
512-344-9664
TBPE FIRM #F-19351
TBPLS FIRM #10194377

EXHIBIT "A"

BEING A 3.434 ACRE TRACT (149,576 SQ. FT.) OF LAND OUT OF THE J. M. HARRELL SURVEY, ABSTRACT 284, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF CALLED 9.405 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEED CONVEYED TO 60/40 PARTNERSHIP BY DEED RECORDED IN VOLUME 1755, PAGE 496, VOLUME 1755, PAGE 505, VOLUME 1755, PAGE 511, AND VOLUME 1755, PAGE 516, OF THE DEED RECORDS WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING at a 1/2 inch iron rod found for the northeast corner of said 9.405 acre tract and the north corner of a called 0.50 acre tract described in deed to Margaret E. Joseph Trustee of the Joseph Family Trust recorded in Document Number 2007067613 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.) and on the existing west right-of-way line of Sam Bass Road;

THENCE North 46°05'34" West 140.07 feet with the east line of said 9.405 acre tract and the existing west right-of-way line of Sam Bass Road to a 1/2 inch iron rod set with cap stamped "2P Consult RPLS 6500" for the **POINT OF BEGINNING** of the herein described tract;

THENCE South 53°15'51" West 280.52 feet through said 9.405 acre tract to a 1/2 inch iron rod set with cap stamped "2P Consult RPLS 6500";

THENCE 493.63 feet along a curve to the **left** having a radius of **410.00 feet**, a delta angle of **68°58'43"** and a chord that bears **South 18°46'24" West 464.35 feet** to a 1/2 inch iron rod set with cap stamped "2P Consult RPLS 6500" on the south line of said 9.405 acre tract and the north line of a called 12.448 acre tract described in deed to George E. Transom, II and Theresa G Transom, Trustee of the George E. and Theresa G. Transom Living Trust recorded in Document Number 2008029796 of the O.P.R.W.C.T.

THENCE South 82°33'29" West 197.22 feet with the south line of said 9.405 acre tract and the north line of said 12.448 acre tract to a 1/2 inch iron rod set with cap stamped "2P Consult RPLS 6500" for the southwest corner of the remainder of said 9.405 acre tract and the southeast corner of a called 2.056 acre tract described in deed to Williamson County recorded in Document Number 2018011931 of the O.P.R.W.C.T.

THENCE North 11°03'50" West 323.50 feet with the west line of the remainder of said 9.405 acre tract and the east line of said 2.056 acre tract to a 1/2 inch iron rod set with cap stamped "2P Consult RPLS 6500";

THENCE North 70°18'59" East 141.32 feet through said 9.405 acre tract to a 1/2 inch iron rod set with cap stamped "2P Consult RPLS 6500";

THENCE North 26°12'06" East 50.01 feet through said 9.405 acre tract to a 1/2 inch iron rod set with cap stamped "2P Consult RPLS 6500";

THENCE North 17°16'54" East 52.18 feet through said 9.405 acre tract to a 1/2 inch iron rod set with cap stamped "2P Consult RPLS 6500";

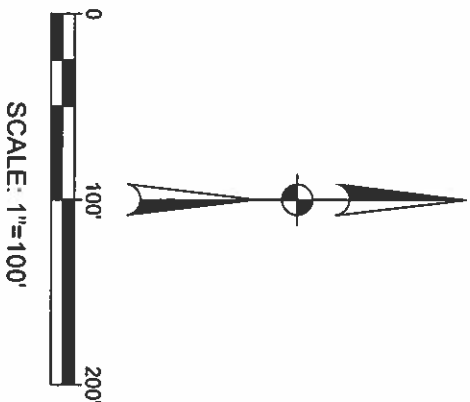
LEGEND

- 1/2" IRON ROD WITH CAP FOUND (AS NOTED)
- 1/2" IRON ROD SET WITH RED PLASTIC CAP STAMPED "2PCONSULT RPLS 6500"
- OHE- OVERHEAD ELECTRICAL LINE
- O.P.R.W.C.T. OFFICIAL PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. DEED RECORDS WILLAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS WILLAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

1523 SAM BASS ROAD

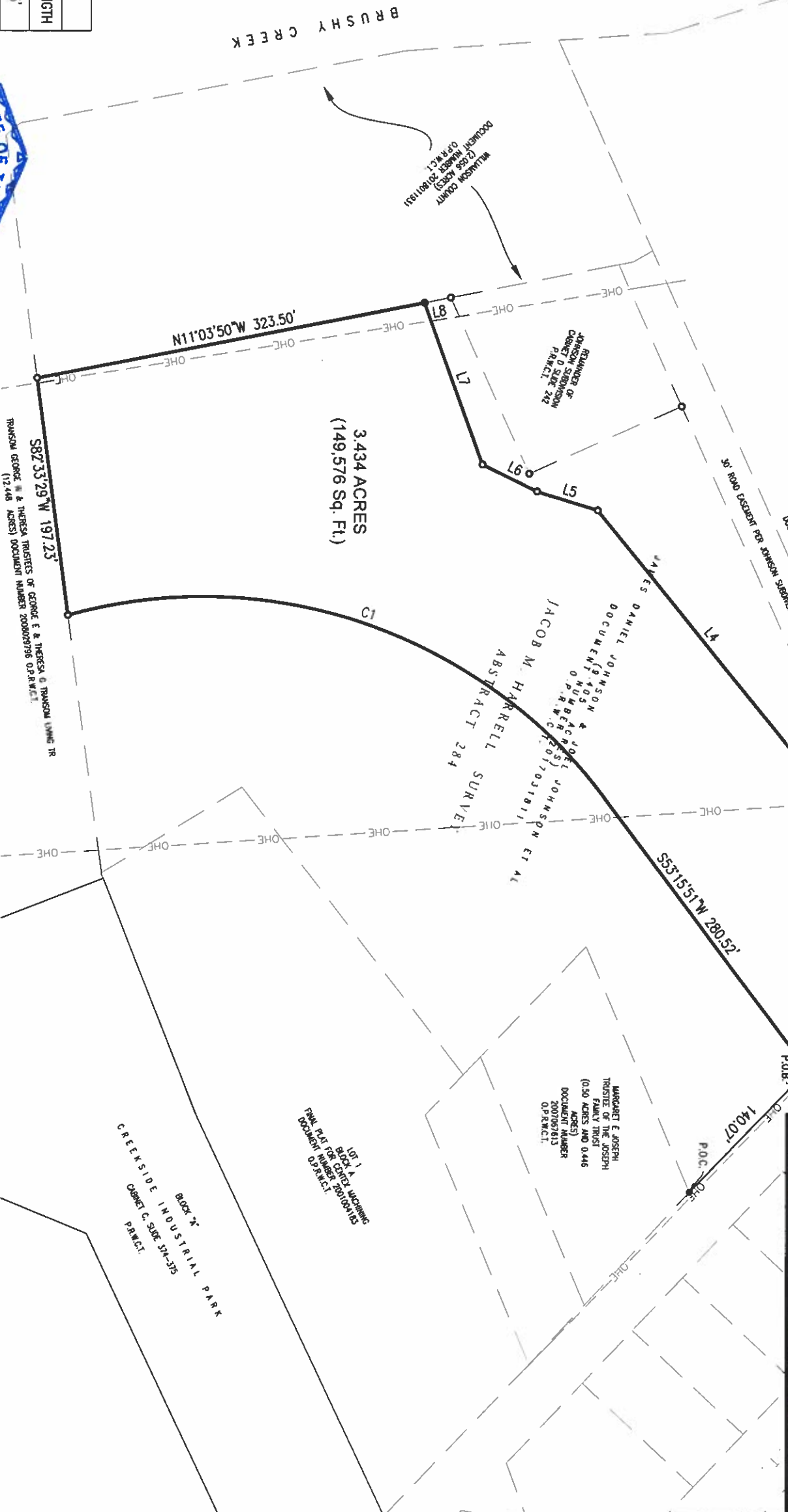
BEING A 3.434 ACRE TRACT (149,576 SQ. FT.) OF LAND OUT OF THE J. M. HARRELL SURVEY, ABSTRACT 284, WILLAMSON COUNTY, TEXAS AND BEING A PORTION OF CALLED 9.405 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEED CONVEYED TO 60/40 PARTNERSHIP RECORDED IN VOLUME 1755, PAGE 496, VOLUME 1755, PAGE 505, VOLUME 1755, PAGE 511, AND VOLUME 1755, PAGE 516, OF THE OFFICIAL PUBLIC RECORDS WILLAMSON COUNTY, TEXAS (O.P.R.W.C.T.).

SITE MAP LOCATION



LINE TABLE		
LINE #	DIRECTION	DISTANCE
L1	N45°41'18"W	21.54'
L2	N65°57'52"E	200.89'
L3	N23°58'44"W	11.99'
L4	N51°07'07"E	255.98'
L5	N17°16'54"E	52.18'
L6	N26°12'06"E	50.01'
L7	N70°18'59"E	141.32'
L8	N11°04'40"W	21.91'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION
C1	493.63'	410.00'	68°58'43"	S18°46'24"W
				464.35'



AS SURVEYED BY
2P CONSULTING
FIRM REGISTRATION NO. 10194377

CORY BLAKE SILVA, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6500
12-3-2018



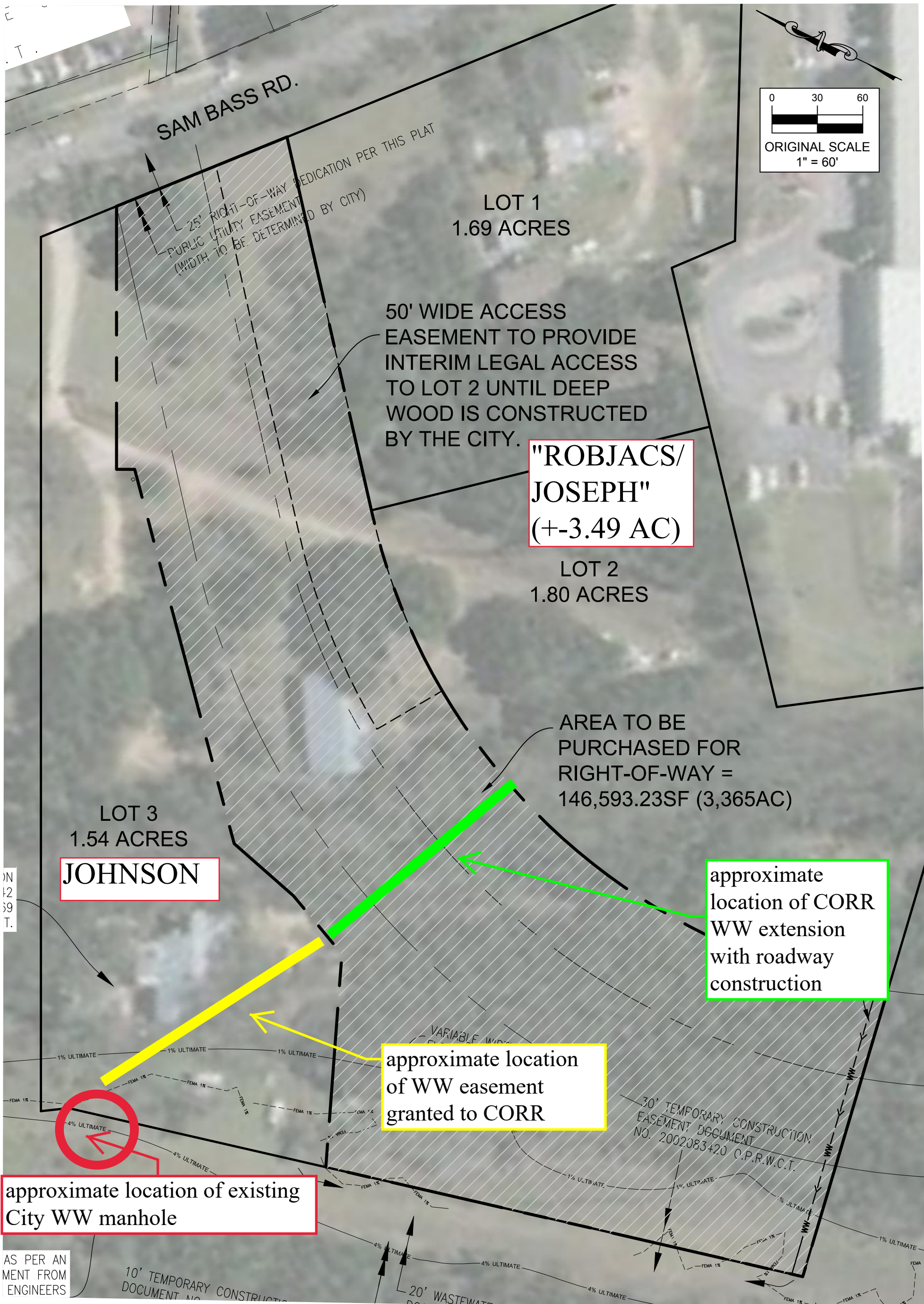
THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS ASSOCIATION STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION 1, STANDARD LAND SURVEY AS DESCRIBED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS.

PROJECT: JAY ROBINSON

JOB NUMBER:
DATE: 11/26/2018
SCALE: 1" = 100'
SURVEYOR: CORY BLAKE SILVA
TECHNICIAN: TY GEURINK
DRAWING: ROW Exhibit - SAM BASS METES AND BOUNDS REV DWG
FIELDNOTES: N:\Projects\Jay Robinson\1523 Sam Bass Road - ReplatSurvey
PARTYCHIEF:
FIELDBOOKS: 111 / 46



507 WEST LIBERTY AVE.
ROUND ROCK, TEXAS 78664
512-344-9664
TBPE FIRM #-19351
TBPLS FIRM #10194377



JOHNSON FLAT ROCKS
DEEPWOOD RIGHT-OF-WAY EXHIBIT
EXHIBIT "B"



507 WEST LIBERTY AVE.
ROUND ROCK, TEXAS 78664
512-344-9664
TBPE FIRM #F-19351
TBPLS FIRM #10194377

EXHIBIT "C"

WASTEWATER EASEMENT

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

§

That **JAMES DANIEL JOHNSON**, as Trustee of the Mary Ann Johnson Marital Deduction Trust; **JAMES D. JOHNSON**, as Trustee of the Mary Ann Johnson Schroeder Revocable Living Trust; **JAMES DANIEL JOHNSON**, as Trustee of the Joel Hartman Johnson Family Trust; **JANET JOHNSON BARTHOLOMEW**; **JAMES DANIEL JOHNSON**; **JOHN KRISTIAN JOHNSON**; **KATHERINE PASCHAL MIHILLS n/k/a KATHERIN PASCHAL**; and **JOHN CLAY REID**, whose address is 1525 Sam Bass Road, Round Rock, Texas 78681, and its successors and assigns, (hereinafter referred to as "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**, (hereinafter referred to as "Grantee"), whose mailing address is 221 East Main Street, Round Rock, Texas 78664, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement and right-of-way to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove a wastewater system and lines, together with all necessary lines, pipes, conduits, valves, vaults, manholes, ventilators, and other equipment, improvements, accessories and appurtenances or operations thereto, in, upon, over, under, above and across the following described property of Grantor, to-wit ("Easement Area"):

Being a _____ acre tract of land out of the J.M. Harrell Survey, Abstract No. 284, Williamson County, Texas; said tract being more fully described by metes and bounds and sketch in Exhibit "A" attached hereto and made a part hereof for all purposes.

This conveyance is made and accepted subject to all conditions and restrictions, if any, relating to the herein above 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 said wastewater line is abandoned, or shall cease to be used, for a period of five (5) consecutive years.

Grantor covenants that it will not convey any other easement or conflicting rights within the Easement Area 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 of the Easement Area to determine the effect, if any, on the wastewater lines contemplated herein. Prior to granting its consent for other easements, Grantee may require reasonable safeguards to protect the integrity of the wastewater lines. As required by this paragraph, express written consent of Grantee shall be obtained by Grantor in the following manner: advance written notice must be given by certified mail to the (1) City of Round Rock City Manager at 221 East Main Street, Round Rock, Texas 78664, and (2) City Engineer at 2008 Enterprise Drive, Round Rock, Texas 78664.

Grantor further grants to Grantee:

- (a) the right of ingress to and egress from the Easement Area over and across Grantor's property by means of roads and lanes thereon, if such exist, but only in the event that access to the Easement Area is not otherwise reasonably available from a public road or right of way; otherwise by such route(s) as shall occasion the least practicable damage or inconvenience to Grantor; provided that such ingress and egress right shall not extend to any portion of Grantor's property isolated from the easement by any public highway or road now or hereafter crossing the property; the foregoing right of ingress and egress includes the right of Grantee to disassemble, remove, take down, and clear away any barricade or other structure which obstructs, prevents, or hinders Grantee's ingress to and egress from Grantor's property, and should Grantee deem it necessary to so disassemble, remove, take down, or clear away any such barricade or other structure, Grantee shall, as soon as is reasonably feasible, replace or restore Grantor's property to as similar a condition as is reasonably practicable as existed immediately prior to Grantee's actions pursuant to this provision, unless said barricade or other structure is inconsistent with rights conveyed to Grantee herein;
- (b) the right of construction, maintaining and using such roads on and across the Easement Area as Grantee may deem necessary in the exercise of the right of ingress and egress;
- (c) the right to mark the location of the Easement Area by suitable markers; provided that such markers shall be placed in locations which will not interfere with any reasonable use Grantor shall make of the Easement Area;
- (d) the right to grade the Easement Area for the full width thereof and to extend the cuts and fills for such grading into and on the land in the Easement Area to such extent as Grantee may find reasonably necessary;
- (e) the right from time to time to trim and to cut down and clear away any and all trees and brush now or hereafter on the Easement Area and to trim and to cut down and clear away any trees on either side of the Easement Area which now or hereafter in the opinion of Grantee may be a hazard to the pipeline, valves, appliances or fittings, by reason of the danger of falling thereon or root infiltration therein, or which may otherwise interfere with the exercise of Grantee's rights hereunder; provided, however, Grantee will provide written notice to Grantor prior to removal of any trees outside of the Easement Area, and provided that all trees which Grantee is hereby authorized to cut and remove, if valuable for timber or firewood, shall continue to be the property of Grantor, but all tops, lops, brush and refuse wood shall be burned or removed by Grantee;
- (f) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Easement Area; and
- (g) the right to support the pipelines across ravines and watercourses with such structures as Grantee shall deem necessary.

Grantee hereby covenants and agrees:

- (a) Grantee shall not fence the Easement Area;
- (b) Grantee shall promptly backfill any trench made by it on the Easement Area and repair any damage it shall do to Grantor's private roads or lanes on the lands.

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 Area, 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 Area 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 Area, or diminish or substantially add to the ground cover over the pipelines. 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 this conveyance. Provided however, before constructing any non-interfering improvements listed in this paragraph, at least ten (10) days' written notice shall be provided to Grantee of the general plans of the improvement to be constructed on the Easement Area, and Grantor must first obtain the consent and approval from Grantee of the construction and location of any improvements within the Easement Area.

It is understood and agreed that any and all equipment and facilities placed upon said property by Grantee shall remain the property of Grantee.

Grantor hereby dedicates the easement as a public utility wastewater line easement.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns forever, and Grantor does hereby bind itself, and its successors and assigns and legal representatives, to warrant and forever defend, all and singular, the above-described easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof; provided however, this Wastewater Easement is subject to all matters of record in the Official Public Records of Williamson County, Texas.

This Easement is being granted in lieu of condemnation. Grantor and Grantee have agreed that the property interests conveyed herein are being sold and conveyed to Grantee under the imminence of condemnation, as that term is defined in the Internal Revenue Service Code Section 1033, Title 26, United States Code.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this _____ day of _____, 2019.

(Signatures on the following pages)

GRANTOR:

James Daniel Johnson, as Trustee of the Mary Ann Johnson
Marital Deduction Trust

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the _____ day of the month of _____, 2019, by James Daniel Johnson, Trustee of the Mary Ann Johnson Marital Deduction Trust, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of Texas

GRANTOR:

James D. Johnson, as Trustee of the Mary Ann Johnson
Schroeder Revocable Living Trust

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of the month of _____, 2019, by James D. Johnson, Trustee of the Mary Ann Johnson Schroeder Revocable Living Trust, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of Texas

GRANTOR:

James Daniel Johnson, as Trustee of the Joel Hartman
Johnson Family Trust

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the _____ day of the month of _____, 2019, by James Daniel Johnson, Trustee of the Joel Hartman Johnson Family Trust, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of Texas

GRANTOR:

Janet Johnson Bartholomew

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the _____ day of the month of _____, 2019, by Janet Johnson Bartholomew, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as the act and deed in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of Texas

GRANTOR:

James Daniel Johnson

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of the month of _____, 2019, by James Daniel Johnson, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of Texas

GRANTOR:

John Kristian Johnson

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the ____ day of the month of _____, 2019, by John Kristian Johnson, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of Texas

GRANTOR:

Katherine Paschal Mihills, n/k/a Katherine Paschal

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the _____ day of the month of _____, 2019, by Katherine Paschal Mihills, n/k/a Katherine Paschal, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as the act and deed in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of Texas

GRANTOR:

John Clay Reid

ACKNOWLEDGMENT

THE STATE OF TEXAS

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on this the _____ day of the month of _____, 2019, by John Clay Reid, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of Texas

EXHIBIT "D"

DEED

Deep Wood Drive Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

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.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That ROBJACS, LLC, and JAMES D. JOHNSON, as Trustee of the Mary Ann Johnson Schroeder Revocable Living Trust, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by City of Round Rock, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto CITY OF ROUND ROCK, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 3.434 acre (149,676 square foot) tract of land out of and situated in the J.M. Harrell Survey, Abstract No. 284 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

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 and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the City of Round Rock, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Gattis School Road.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto City of Round Rock, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto City of Round Rock, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2019.

[signature pages follow]

GRANTOR:

ROBJACS, LLC

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the ____ day of _____, 2019 by _____, in the capacity _____ and for the purposes and consideration recited therein.

Notary Public, State of _____

GRANTOR:

James D. Johnson, as Trustee of the Mary Ann Johnson
Schroeder Revocable Living Trust

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This instrument was acknowledged before me on this the ____ day of _____, 2019 by James D. Johnson, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

City of Round Rock
Attn: City Manager
221 Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

EXHIBIT "E"

TEMPORARY ACCESS EASEMENT AGREEMENT

Deep Wood Drive Right of Way

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

A. CITY OF ROUND ROCK, TEXAS (“Grantor”), whose mailing address is 221 Main Street, Round Rock, Texas 78664, is the owner of that certain tract of land containing approximately 3.434 acres in Williamson County, Texas, (the City Tract”) and being more particularly described on Exhibit “A” attached hereto and incorporated herein for all purposes. The City Tract was acquired by Grantor for the purposes of constructing proposed Deep Wood Drive public roadway improvements at some point in the future (“Deep Wood Project”).

B. ROBJACS, LLC and MARGARET E. JOSEPH, Trustee of the Joseph Family Trust also known as the James Joseph, Jr. Marital Deduction Trust (collectively “Grantee”), whose mailing address is 108 East Bagdad Ave., Suite 100, Round Rock, Texas 78664, are the owners of those certain tracts of land totaling approximately 3.49 acres in Williamson County, Texas, (the Robjacs Tract”) and being more particularly identified as Lot 1 (1.69 acres) and Lot 2 (1.80 acres) on Exhibit “B” attached hereto and incorporated herein for all purposes.

C. As of the date of execution of this instrument, the specific date by which Grantor will begin construction of the Deep Wood Project is undetermined, and so the sole point of available legal access for Lot 1 and Lot 2 of the Robjacs Tract is from Sam Bass Road. The parties anticipate direct public access to Lot 2 of the Robjacs Tract will be provided through connection with the future Deep Wood Project roadway facilities. Grantor wishes to ensure interim legal access to Lot 2 of the Robjacs Tract until such public access is constructed.

In consideration of the foregoing, Grantor by this instrument ESTABLISHES, GRANTS and CONVEYS to Grantee, its successors and assigns, for the benefit of Lot 2 of the Robjacs Tract, a temporary easement appurtenant in, upon, over, through and across those portions of the City Tract that lie within 50’ of the eastern boundary of the City Tract (the “Easement Area”), and generally as shown on Exhibit “B” for the purposes (“Access Purposes”) of (a) free and uninterrupted vehicular and pedestrian ingress and egress between Lot 2 of the Robjacs Tract and Sam Bass Road; and (b) the placement, construction, installation, operation, inspection, maintenance, replacement, upgrade, relocation, realignment, removal and repair of street and drainage improvements serving Lot 2 of the Robjacs Tract.

Any temporary street improvements constructed by Grantee in the Easement Area as authorized herein shall be of an all-weather surface and of sufficient size and capacity to support emergency vehicle access at all times during use of the Easement Area and as approved by Grantor, which approval shall not be unreasonably withheld. The cost of initial construction and continuing maintenance of any temporary improvements within the Easement Area for the purposes set out herein shall be the sole responsibility of Grantee. The cost of removal of any temporary improvements within the Easement Area which is required for construction of the proposed Deep Wood Project shall be the responsibility of Grantor.

The Easement is non-exclusive, and Grantor may at any time dedicate or grant fee simple interests or permanent easements in and to the Easement Area or any portion thereof to a governmental authority or utility service provider, or by recording one or more easements or right-of-way dedications so granting or dedicating the Easement Area or portions thereof (collectively, "Dedictory Instruments"); provided, however, that Grantor will not use the Easement Area in any manner or grant any easement or inconsistent right on or over the Easement Area that interferes or is inconsistent with or prevents the use of the Easement for Access Purposes until such time as Grantor begins construction of the proposed Deep Wood Project.

Grantor specifically retains the right to begin construction of the proposed Deep Wood Project facilities upon the City Tract and the Easement Area at any time in its sole discretion after execution of this Easement, and shall provide written notice of such intent to construct to Grantee at the address identified herein, or to the address of any succeeding owner as identified in the Official Public Records or the William Central Appraisal District.

The Easement will automatically terminate in its entirety and be of no further force or effect as to the Easement Area on the first date public roadway facilities constructed by Grantor provide legal access to and from Lot 2 of the Robjacs Tract and the proposed Deep Wood Project. Such public access need not be wholly over and across the Easement Area, so long as access exists from Lot 2 of the Robjacs Tract to a publicly dedicated and constructed roadway facility.

In further consideration for grant of this Easement, Grantee agrees to release, indemnify and hold harmless the Grantor from, and assumes entire responsibility and liability for, any claims or actions based on or arising out of injuries, including death, to persons or damages to or destruction of property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to access to or use of the Easement Area for the Access Purposes by Grantee, its agents and employees, its subcontractors, their agents and employees and any guests, licensees or invitees.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed to be effective as of this _____ day of _____, 2019.

[signature pages follow]

GRANTOR:

CITY OF ROUND ROCK

By: _____
Laurie Hadley, City Manager

Acknowledgment

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2019, by Laurie Hadley, City Manager of the City of Round Rock, Texas, in the capacity and for the purposes and consideration recited herein.

GRANTEE:

ROBJACS, LLC

By:_____

Name: _____

Its: _____

Acknowledgment

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2019, by _____, in the capacity and for the purposes and consideration recited herein.

GRANTEE:

MARGARET E. JOSEPH, Trustee of the Joseph Family Trust
also known as the James Joseph, Jr. Marital Deduction Trust

Acknowledgment

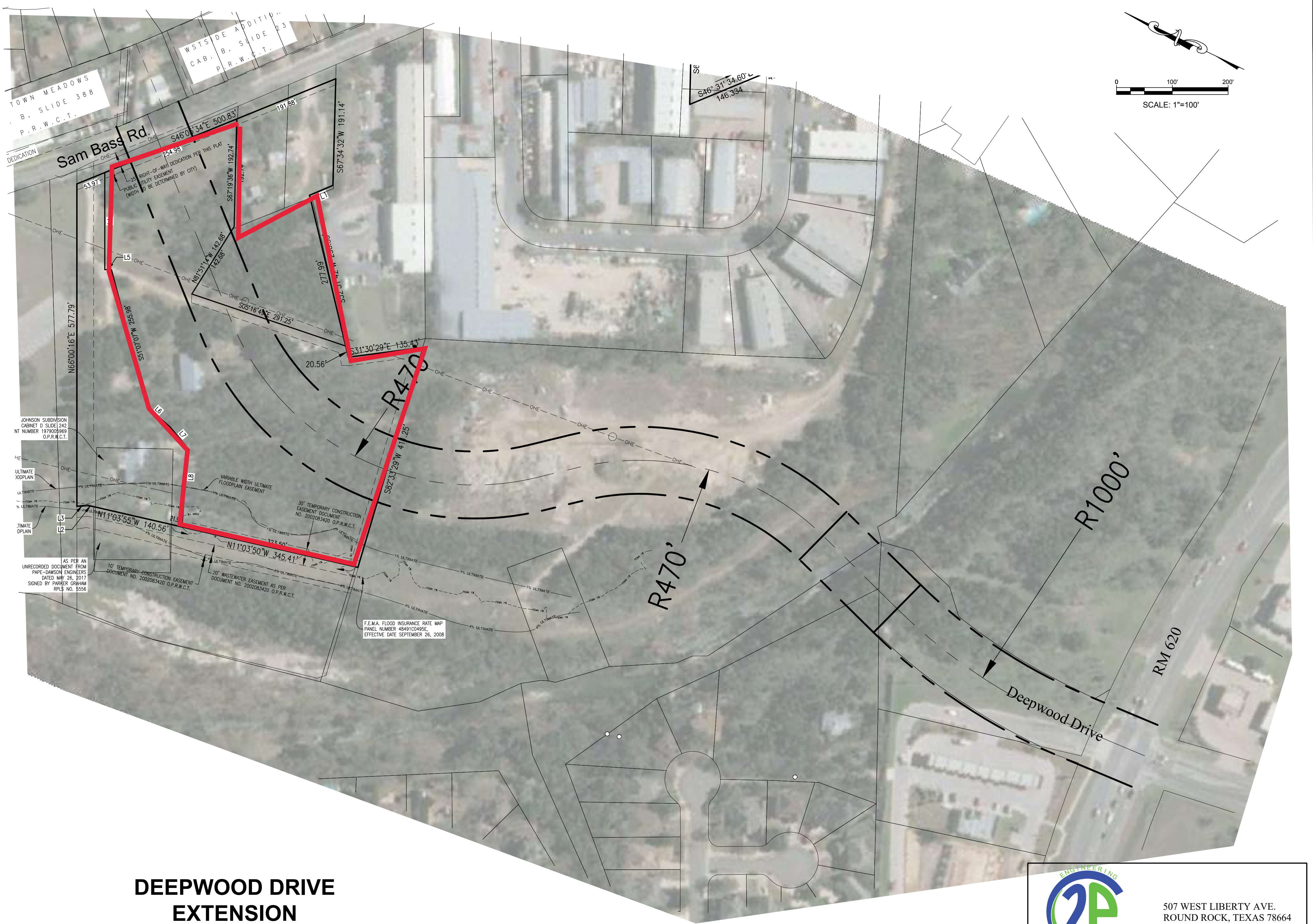
STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 2019, by Margaret E. Joseph, in the capacity and for the purposes and consideration recited herein.

AFTER RECORDING RETURN TO:

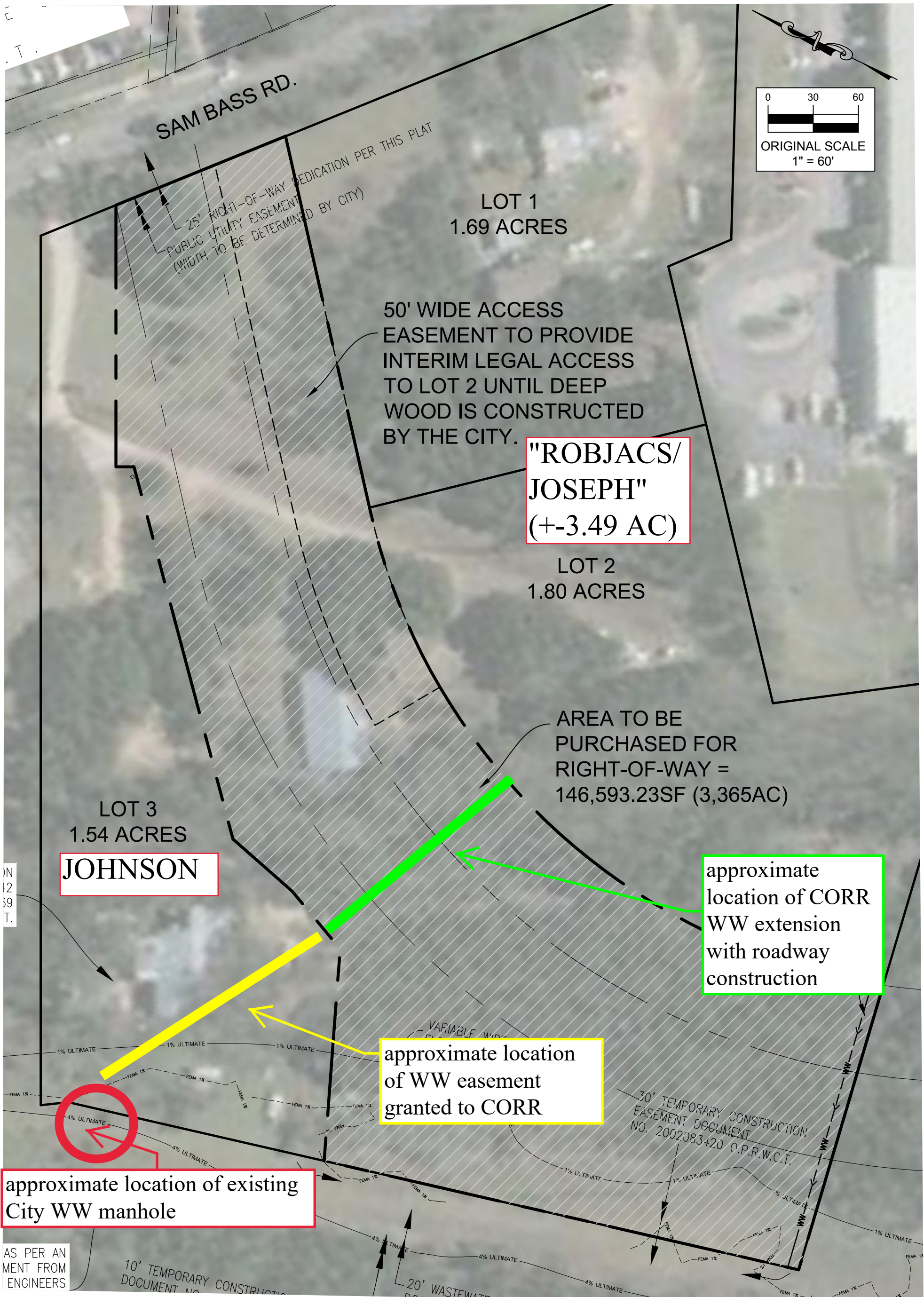




DEEPWOOD DRIVE EXTENSION



507 WEST LIBERTY AVE.
ROUND ROCK, TEXAS 78664
512-344-9664
TBPE FIRM #F-19351
TBPLS FIRM #10194377



JOHNSON FLAT ROCKS

DEEPWOOD RIGHT-OF-WAY EXHIBIT



507 WEST LIBERTY AVE.
ROUND ROCK, TEXAS 78664
512-344-9664
TBPE FIRM #F-19351
TBPLS FIRM #10194377



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with Chasco Constructors for the Harrell Parkway and Brushy Creek Plant Road Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/11/2019

Dept Director: Gary Hudder, Transportation Director

Cost: \$100,367.00

Indexes: Self-Financed Water Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2019-0284

This Change Order #2 is for the independent inspection by Rail Pro's and the survey of the tracks while the boring operation was ongoing all required by Union Pacific Railroad. It includes the charges for the Railroad flagger and the inspector during the boring operation under the Railroad tracks. There is also a charge for the additional 18-inch waterline valve installed when the waterline was tied-in and made live. The total charge for these items is \$100,367.00 which increases the amended contract amount to \$7,132,868.40.

On September 27, 2018 a construction contract for \$6,946,432.40 was awarded to Chasco by the City Council. This contract is to provide improvements to US 79 and Brushy Creek Plant Road.

Quantity adjustment/change order #1 was approved by City Council on May 23, 2019 for \$86,069.00 for revisions to the 24" & 30" water and re-use water lines. This increases the total contract amount to \$7,032,501.40.

Cost: \$100,367.00

Source of Funds: Self-Financed Water Construction



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

RESOLUTION NO. R-2019-0284

WHEREAS, the City of Round Rock has previously entered into a contract (“Contract”) with Chasco Constructors for the Harrell Parkway and Brushy Creek Plant Road Project, and

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

WHEREAS, it has been determined that it is necessary to adjust/change the quantities in said Contract in accordance with the attached Quantity Adjustment/Change Order No. 2, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City, Quantity Adjustment/Change Order No. 2 to the Contract with Chasco Constructors for the Harrell Parkway and Brushy Creek Plant Road Project, a copy of said quantity adjustment/change order being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 11th day of July, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Contract Quantity Adjustment/Change Order

EXHIBIT**"A"**

Page 1 of 3

rev. 01/16

Department: Transportation

Project Name: Harrell Pkwy & Brushy Creek Plant Road Date: 6/17/19

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

Vendor Chasco Constructors PO Box 1057, Round Rock, TX 78680 512-244-0600

Company Name Address Phone No.

Justification

- 1) Railpros invoices for flagger & observer for 24" & 30" bores from Salt Lick side
- 2) Inland Geodetics invoices for track monitoring for 24" & 30" bores from Salt Lick side
- 3) Add 18" gate valve with Foster adapter at tie in of new 16" WL to existing 18" WL at Salt Lick side

SUMMARY

	Amount	% Change
Original Contract Price:	\$3,549,994.40	
Previous Quantity Adjustment(s):		
This Quantity Adjustment:	\$0.00	
Total Quantity Adjustment(s):	\$0.00	
Total Contract Price with Quantity Adjustment(s):	\$3,549,994.40	
Previous Change Order(s):	\$86,069.00	2%
This Change Order:	\$100,367.00	3%
Total Change Order(s) To Date:	\$186,436.00	5%
Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]:	\$3,736,430.40	
Difference between Original and Adjusted Contract Prices:	\$186,436.00	
Original Contract Time:	242	
Time Adjustment by previous Quan. Adj./Change Order:	20	
Time Adjustment by this Quan. Adj./Change Order:	31	
New Contract Time:	293	

Submitted for Approval

Prepared By: [Signature] BILL BAMBRICK SR. PM, CHASCO 6-17-19

Signature Printed Name, Title, Company Date

Approvals

Contractor:

City Project Manager: [Signature] Bill Stabler, PM 6-17-19

Signature Printed Name, Title, Company Date

Mayor/City Manager: _____

Signature Printed Name, Title Date

Project Name: Harrell Pkwy & Brushy Creek Plant Road

Quan. Adj./Change Order No.: 2

[illegible]

Project Name: Harrell Pkwy & Brushy Creek Plant Road

Quan. Adj./Change Order No.: 2

[illegible]

INVOICE

RailPros Invoice #	CC124491904
Invoice Date	04/26/2019
RP Task Order No.	12449
PO#	18132
Terms	Due on Receipt

SERVICES PROVIDED TO:

Chasco Constructors

Location	Round Rock TX
Period	Services from 4/1/2019 through 4/26/2019

Description	Quantity	Rate	Amount
RWIC Perkins, Timothy			
Regular (Days)	5	998.00	4,990.00
Overtime	13	132.00	1,716.00

PLEASE PAY THIS AMOUNT >>	Balance Due	6,706.00
---------------------------	--------------------	-----------------

 Please remit payment to: **RailPros Field Services, Inc.**

 1705 W. Northwest Hwy. Suite 150
 Grapevine, TX 76051

 Phone: 682-223-6897
 Fax: 866-762-7619
 Email: accounting.fs@railpros.com
Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
CC124491903	04/10/2019	2,994.00	2,994.00				
CC124491904	04/26/2019	6,706.00	6,706.00				
Total		9,700.00	9,700.00	0.00	0.00	0.00	0.00

18132

51-0110 . 6 w/ff

6-11-19

INVOICE

RailPros Invoice #	CC124491905
Invoice Date	06/04/2019
RP Task Order No.	12449
PO#	18132
Terms	Due on Receipt

SERVICES PROVIDED TO:

Chasco Constructors
 PO Box 1057
 Round Rock, TX 78680

Location	Round Rock TX
Period	Services from 4/27/2019 through 5/31/2019

Description	Quantity	Rate	Amount
RWIC LOPEZ SENIOR, SAMUEL			
Regular (Days)	12	998.00	11,976.00
Overtime	27	132.00	3,564.00
Night / Weekends	1	1,260.00	1,260.00

PLEASE PAY THIS AMOUNT >>

Balance Due	16,800.00
-------------	-----------

 Please remit payment to: **RailPros Field Services, Inc.**

1705 W. Northwest Hwy. Suite 150
 Grapevine, TX 76051

Phone: 682-223-6897
 Fax: 866-762-7619
 Email: accounting.fs@railpros.com

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
CC124491904	04/26/2019	6,706.00		6,706.00			
CC124491905	06/04/2019	16,800.00	16,800.00				
Total		23,506.00	16,800.00	6,706.00	0.00	0.00	0.00

18132
 51-0110 .6 WPD
 6-11-19

Statement

RailPros Field Services, Inc.
1705 W Northwest Hwy Suite 150
Grapevine, TX 76051

Chasco Constructors
PO Box 1057
Round Rock, TX 78680

Statement date: 6/14/2019

					Invoice Number	Invoice Date	Amount
Chasco Constructors							
12449 12449							
					CC124491904	4/26/2019	6,706.00
					CC124491905	6/4/2019	16,800.00
					Project Outstanding		23,506.00
U3070-91P1 Chasco Constructors - Round Rock TX							
					CCR1904	5/13/2019	26,675.00
					CCR1905	5/29/2019	23,450.00
					Project Outstanding		50,125.00
					Client Outstanding		73,631.00
Chasco Constructors							
Outstanding		Current	31-60 Days	61-90 Days	91-120 Days	121+ Days	Prepayment
73,631.00		40,250.00	33,381.00	0.00	0.00	0.00	0.00

Inland Geodetics LLC
1504 Chisholm Trail Rd.
Ste: 103
Round Rock, Tx. 78681
Phone # 512-238-1200
Fax # 512-238-1251
TBPLS Firm No. 10059100



Invoice

2342

4/3/2019

Bill To
Chasco Constructors
PO Box 1057
Round Rock, Tx. 78680

10132
51-0120.6 w/H
4-8-19

Description	Quantity	Rate	Amount
US 79 Harrell Parkway Turn Lane - Cross Highway Utility Bores			
Surveying Services through March 31, 2019			
Project Setup R.P.L.S.	2	135.00	270.00
Technician	3	102.00	306.00
2 Person Crew	2	150.00	300.00
Thank You For Your Business!		Balance Due	\$876.00
		Total	\$876.00

Inland Geodetics LLC
 1504 Chisholm Trail Rd.
 Ste: 103
 Round Rock, Tx. 78681
 Phone # 512-238-1200
 Fax # 512-238-1251
 TBPLS Firm No. 10059100



Invoice

2355

4/26/2019

Bill To
 Chasco Constructors
 PO Box 1057
 Round Rock, Tx. 78680

OK TO PAY	
JOB#	11132
CODE	51-0120-06
PM Initials	AD
Date to AP	5/7/19

Description	Quantity	Rate	Amount
US 79 Harrell Parkway Turn Lane - Cross Highway Utility Bores			
Surveying Services through April 21, 2019			
R.P.L.S.	4	135.00	540.00
Technician	3.5	102.00	357.00
2 Person Crew	12	150.00	1,800.00
3 Person Crew	4.5	170.00	765.00
Thank You For Your Business!		Balance Due	\$3,462.00
		Total	\$3,462.00

PAID TO A/P 5-9-19

Inland Geodetics LLC
1504 Chisholm Trail Rd.
Ste: 103
Round Rock, Tx. 78681
Phone # 512-238-1200
Fax # 512-238-1251
TBPLS Firm No. 10059100



Invoice

2384

6/7/2019

Bill To
Chasco Constructors
PO Box 1057
Round Rock, Tx. 78680

18132
51-0120.6 w/A
6-11-19

Description	Quantity	Rate	Amount
US 79 Harrell Parkway Turn Lane - Cross Highway Utility Bores			
Surveying Services through June 2, 2019			
Project Manager	1	140.00	140.00
R.P.L.S.	3	135.00	405.00
Technician	6.5	102.00	663.00
Clerical Support	1	58.00	58.00
2 Person Crew	23.5	150.00	3,525.00
Thank You For Your Business!		Balance Due	\$4,791.00
		Total	\$4,791.00



P.O. Box 1057
Round Rock, TX 78680
Tel: 512-244-0600
Toll free: 1-855-441-4109
Fax: 512-244-0489
mail@chaseo.com

Harrell Pkwy

5/22/2019

Change Proposal 02 - Add 18" gate valve to existing 18" waterline at 16" tie in

Item

#	description	UoM	Qty	unit price	subtotal
1	Add 18" gate valve at existing 18" waterline	EA	1	\$17,175.00	\$17,175.00
subtotal					\$17,175.00
1% insurance					\$171.75
					\$17,346.75
1.5% Bond					\$260.20
total					\$17,606.95



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.

Chasco Constructors
Round Rock, TX United States

Certificate Number:
2019-506999

Date Filed:
06/19/2019

Date Acknowledged:

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

City of Round Rock, Texas

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

18132

Railpros invoices for flagger & observer and Inland Geodetics for track monitoring and add 18" gate valve w/ Foster adapter at tie in of new 16" WL for 24" & 30 " bores from Salt Lick side

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Charles King, and my date of birth is 07.24.55.

My address is 2801 East Old Settlers Blvd, Round Rock, TX, 78665, 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 Texas, on the 19th day of June, 20 19.
(month) (year)

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



City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Centerline Supply, Inc for the purchase of high intensity prismatic traffic signs.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/11/2019

Dept Director: Gary Hudder, Transportation Director

Cost: \$251,357.76

Indexes: General Self-Financed Construction

Attachments: Resolution, Quote, Form 1295

Department: Transportation Department

Text of Legislative File 2019-0290

This award recommendation is for the City of Round Rock - Transportation Department to establish a one-time purchase with Centerline Supply, LTD. for high intensity prismatic traffic signs needs to support City operations.

This contract was established through a cooperative bidding process.

Awarded Vendor: Centerline Supply, LTD.

Purchase amount: \$251,357.76

Cost: \$251,357.76

Source of Funds: General Self-Financed Construction

RESOLUTION NO. R-2019-0290

WHEREAS, the City of Round Rock (“City”) desires to purchase high intensity prismatic traffic signs, and

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

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

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

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

That the City Manager is hereby authorized and directed to issue a purchase order to Centerline Supply, Inc. to purchase high intensity prismatic traffic signs.

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

RESOLVED this 11th day of July, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Quote

Page 1

Centerline Supply, Inc.
530 Jesse Street
Grand Prairie, TX 75051
United States

Quote Number: ORD0001385

Quote Date: 05/17/19

Prepared By: ALOPEZ

BILL TO:

ROUND ROCK, CITY OF
221 EAST MAIN
ROUND ROCK TX 78664

SHIP TO:

RAY HERRERA
ROUND ROCK, CITY OF
221 EAST MAIN
ROUND ROCK TX 78664

Notes: BUYBOARD CONTRACT 354-17
QUOTE VALID FOR 45 DAYS FROM 4-19-19

Customer P.O.	Ship VIA	Terms	Shipping Terms	
4-15-19	CPU	NET30	CPU	
Item Number	Ordered	Unit	Price	Extended Price
90900-QUOTE 12x18 VARIOUS STREET SIGNS - HIP - A3	316	EA	\$13.51	\$4,269.16
90900-QUOTE 12x36 VARIOUS STREET SIGNS - HIP - A3	54	EA	\$27.02	\$1,459.08
90900-QUOTE 12x6 VARIOUS STREET SIGNS - HIP - A3	8	EA	\$4.50	\$36.00
90900-QUOTE 12x9 VARIOUS STREET SIGNS - HIP - A3	1	EA	\$6.76	\$6.76
90900-QUOTE 18X12 VARIOUS STREET SIGNS - HIP - A3	6	EA	\$13.51	\$81.06
90900-QUOTE 18X18 VARIOUS STREET SIGNS - HIP - A3	561	EA	\$20.27	\$11,371.47
90900-QUOTE 24x12 VARIOUS STREET SIGNS - HIP - A3	143	EA	\$18.02	\$2,576.86
90900-QUOTE 24x18 VARIOUS STREET SIGNS - HIP - A3	55	EA	\$27.02	\$1,486.10
90900-QUOTE 24x24 VARIOUS STREET SIGNS - HIP - A3	59	EA	\$36.03	\$2,125.77
90900-QUOTE 24x30 VARIOUS STREET SIGNS - HIP - A3	993	EA	\$45.04	\$44,724.72
90900-QUOTE 24x36 VARIOUS STREET SIGNS - HIP - A3	50	EA	\$54.05	\$2,702.50
90900-QUOTE 24x4.5 VARIOUS STREET SIGNS - HIP - A3	17	EA	\$6.76	\$114.92
90900-QUOTE 24X6 VARIOUS STREET SIGNS - HIP - A3	110	EA	\$9.01	\$991.10



Quote

Page 2

Centerline Supply, Inc.
530 Jesse Street
Grand Prairie, TX 75051
United States

Quote Number: ORD0001385

Quote Date: 05/17/19

Prepared By: ALOPEZ

BILL TO:

ROUND ROCK, CITY OF
221 EAST MAIN
ROUND ROCK TX 78664

SHIP TO:

RAY HERRERA
ROUND ROCK, CITY OF
221 EAST MAIN
ROUND ROCK TX 78664

Notes: BUYBOARD CONTRACT 354-17
QUOTE VALID FOR 45 DAYS FROM 4-19-19

Customer P.O.	Ship VIA	Terms	Shipping Terms	
4-15-19	CPU	NET30	CPU	
Item Number	Ordered	Unit	Price	Extended Price
90900-QUOTE 27X18 VARIOUS STREET SIGNS - HIP - A3	2	EA	\$30.40	\$60.80
90900-QUOTE 30X12 VARIOUS STREET SIGNS - HIP - A3	378	EA	\$22.52	\$8,512.56
90900-QUOTE 30X24 VARIOUS STREET SIGNS - HIP - A3	107	EA	\$45.04	\$4,819.28
90900-QUOTE 30X30 VARIOUS STREET SIGNS - HIP - A3	823	EA	\$56.30	\$46,334.90
90900-QUOTE 30X36 VARIOUS STREET SIGNS - HIP - A3	278	EA	\$67.57	\$18,784.46
90900-QUOTE 36X12 VARIOUS STREET SIGNS - HIP - A3	190	EA	\$27.02	\$5,133.80
90900-QUOTE 36X24 VARIOUS STREET SIGNS - HIP - A3	3	EA	\$54.05	\$162.15
90900-QUOTE 36X30 VARIOUS STREET SIGNS - HIP - A3	87	EA	\$67.57	\$5,878.59
90900-QUOTE 36X36 VARIOUS STREET SIGNS - HIP - A3	89	EA	\$81.08	\$7,216.12
90900-QUOTE 36X48 VARIOUS STREET SIGNS - HIP - A3	3	EA	\$108.11	\$324.33
90900-QUOTE 48X24 VARIOUS STREET SIGNS - HIP - A3	21	EA	\$72.07	\$1,513.47
90900-QUOTE 48x30 VARIOUS STREET SIGNS - HIP - A3	71	EA	\$90.09	\$6,396.39
90900-QUOTE 48X48 VARIOUS STREET SIGNS - HIP - A3	21	EA	\$144.15	\$3,027.15



Quote

Page 3

Centerline Supply, Inc.
530 Jesse Street
Grand Prairie, TX 75051
United States

Quote Number: ORD0001385**Quote Date:** 05/17/19**Prepared By:** ALOPEZ**BILL TO:**

ROUND ROCK, CITY OF
221 EAST MAIN
ROUND ROCK TX 78664

SHIP TO:

RAY HERRERA
ROUND ROCK, CITY OF
221 EAST MAIN
ROUND ROCK TX 78664

Notes: BUYBOARD CONTRACT 354-17
QUOTE VALID FOR 45 DAYS FROM 4-19-19

Customer P.O.	Ship VIA	Terms	Shipping Terms		
4-15-19	CPU	NET30	CPU		
Item Number	Ordered	Unit	Price	Extended Price	
90900-QUOTE 96x36 VARIOUS STREET SIGNS - HIP - A3	4	EA	\$216.22	\$864.88	
80110-130 80A [P] STOP 30X30 .080 HI	2450	EA	\$37.66	\$92,267.00	
80110-136 80A [P] STOP 36X36 .080 HI	30	EA	\$56.10	\$1,683.00	
80111-130 80A [P] YIELD 30X30 .080 HI	187	EA	\$18.87	\$3,528.69	

Quotations are valid for 30 days from the date of quotation.

Signature: _____

Printed Name: _____

Net Order:	\$278,453.07
Discount %	10%
Less Discount:	\$27,845.31
Freight:	\$750.00
Sales Tax:	\$0.00
Order Total:	\$251,357.76

WE NOW OFFER CUSTOM VINYL DECALS, FLEET GRAPHICS, WINDOW PRINT FILMS, AND MORE!

1.5% FINANCE CHARGE FOR INVOICES OVER 30 DAYS. Terms & Conditions Apply.

CENTERLINE SUPPLY, INC. - TOLL FREE (800) 321-1751 - SALES@CLSUSA.COM

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.

Centerline Supply
Austin, TX United States

Certificate Number:
2019-509378

Date Filed:
06/25/2019

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.

: ORD0001385
Various city signs

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Jason Byrd, and my date of birth is 10-12-1974.

My address is 114 Hersee Ct. Hutto TX 78634 USA.
(street) (city) (state) (zip code) (country)

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

Executed in Texas County, State of Texas, on the 15 day of June, 20 19.
(month) (year)

Jason Byrd
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Halff Associates, Inc. for the Stormwater Master Plan Update Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/11/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$88,141.00

Indexes: 2014 Drainage Revenue Bonds

Attachments: Resolution, Exhibit A, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2019-0285

The City has dedicated funds to develop a Stormwater Master Plan that is intended to be a comprehensive guide that the City will use to manage its storm water system. A comprehensive Stormwater Master Plan was previously completed in 2014. This engineering contract will be performed to provide an update to the current master plan by providing the necessary consultant services needed to assess the areas within the City where no improvements or updates have been performed.

City staff recommends contracting with Halff Associates for the Engineering Services for an update to the City's Stormwater Master Plan. The update to the master plan will revisit past known issues within the creeks and identify and assess potential flood and erosion risks. In addition, the proposal includes a task for evaluating creek cleaning needs, vulnerable areas, and prepare a scoring matrix to prioritize debris removal areas.

This contract will be completed in approximately seven months from notice to proceed.

Cost: \$88,141

Source of Funds: 2014 Drainage Revenue Bonds

RESOLUTION NO. R-2019-0285

WHEREAS, the City of Round Rock desires to retain engineering services for the Stormwater Master Plan Update Project, and

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

WHEREAS, the City Council desires to enter into said contract with Halff Associates, Inc.,
Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with Halff Associates, Inc. for the Stormwater Master Plan Update Project, a copy of said contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 11th day of July, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



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

FIRM: HALFF ASSOCIATES, INC. ("Engineer")
ADDRESS: 9500 Amberglen Boulevard, Building F, Suite 125, Austin, TX 78729
PROJECT: Stormwater Master Plan Update

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2019 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

CONTRACT DOCUMENTS

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

ARTICLE 1 **CITY SERVICES**

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

ARTICLE 2 **ENGINEERING SERVICES**

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

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

ARTICLE 3 **CONTRACT TERM**

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

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

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

ARTICLE 4 **COMPENSATION**

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

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

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of Eighty-Eight Thousand One Hundred Forty-One and No/100 Dollars, (\$88,141.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

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

ARTICLE 5 **METHOD OF PAYMENT**

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

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

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

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

ARTICLE 6

PROMPT PAYMENT POLICY

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

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

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

ARTICLE 7

NOTICE TO PROCEED

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

ARTICLE 8

PROJECT TEAM

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

Federico Sanchez
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 218-6609

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

Paul Morales, PE
Project Manager
9500 Amberglen Boulevard, Building F, Suite 125
Austin, TX 78729
Telephone Number (512) 777-4547
Fax Number (512) 252-8141
Email Address pMorales@halff.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:

Paul Morales, PE
Project Manager
9500 Amberglen Boulevard, Building F, Suite 125
Austin, TX 78729

ARTICLE 33
GENERAL PROVISIONS

(1) Time is of the Essence. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies.

(2) Force Majeure. Neither City nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

(4) Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.

(5) Opinion of Probable Cost. Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

(6) Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

ARTICLE 34 **SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing City to enter into this Contract.

IN WITNESS WHEREOF, the City of Round Rock has caused this Contract to be signed in its corporate name by its duly authorized City Manager or Mayor, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

HALFF ASSOCIATES, INC.

By: Cindy Engelhardt
Signature of Principal Water Resource Team Lead
Printed Name: Cindy Engelhardt

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

The City will provide the following information and other assistance to the Engineer that the City deems appropriate and necessary:

1. Any readily available pertinent existing information relating to the services to be performed by the Engineer; the City will provide one copy of such information in a format chosen by the City. This may include plans, as-built data, GIS data, or previous studies in or adjacent to the project area.
2. Clear direction and/or response to questions or requests made by the Engineer in the course of the Engineer's performance of services.
3. Timely review of deliverables that have been properly completed and submitted by the Engineer; and timely provisions of comments, if any, to the Engineer resulting from said reviews.
4. Provide access to property required to perform any field investigations required as part of the Engineer's scope of work.

EXHIBIT B

Engineering Services

1. PROJECT PURPOSE

The purpose of the project is to update the City of Round Rock Stormwater Master Plan completed by Halff Associates, Inc. (Halff) in March 2014. The 2014 Stormwater Master Plan inventoried the City's stormwater infrastructure, identified and assessed existing and potential flood and erosion risk, developed conceptual mitigation solutions, and developed a stormwater CIP project list. Many of the stormwater CIP projects identified have either been completed or removed from the project list. The City has identified nine (9) remaining stormwater projects for re-evaluation and update of project information.

At the request of the CORR Stormwater staff, Halff Associates, Inc. (Engineer) has developed this scope and fee proposal to reassess the nine (9) identified stormwater drainage projects. In addition, the City has requested Halff to assist in evaluate creek cleaning needs and preparing a scoring matrix to prioritize debris cleaning areas.

2. SCOPE OF WORK

The scope of work for the services to be provided under this work authorization may include the following tasks:

Stormwater Master Plan Update

- Task 1: Project Management
- Task 2: Data Field Collection
- Task 3: Project Site Revaluation
- Task 4: Creek Maintenance Evaluation
- Task 5: Prepare Documentation

Task 1: Project Management

Perform general Project Management and coordination during the course of the project including the following:

- a. Conduct and attend project kick-off/data gathering and general project meetings with the City (assume two meetings total)
- b. Prepare meeting minute summaries for applicable meeting during the project (assume two meetings)
- c. Create and submit monthly invoices in required city format
- d. Prepare monthly progress reports for submission with the invoices to provide a written account of the progress made to date on the project

Task 2: Data Collection

Halff will obtain available information and newly publicly released data, and conduct a field visit to each of the nine (9) stormwater project locations identified by the City and will consist of a two-person team.

- a. Obtain and review stormwater project evaluations, plans, existing survey data, LiDAR data, preliminary FEMA models and floodplains in coordination with City staff.
- b. Perform field reconnaissance to identify conveyance restrictions, erosion threatening infrastructure, maintenance, and/or monitoring. Field visits will document notable drainage features, land use and vegetative cover conditions, and previous identified problem areas. Photos will be taken and field notes prepared.
- c. Relevant GIS data may include topographic data, aerial photos, soils and geologic data, land use, easements, drainage complaints, available public infrastructure, and other relevant data.
- d. Assess data collected to further refine understanding of the stormwater problems in the identified locations.

Task 3: Project Site Reevaluation

Halff will re-evaluate nine (9) stormwater project areas utilizing previous assessments conducted in the SWMP and newly collected information obtained in Task 2. The stormwater projects include:

- 2013G – Old Settlers Blvd. at Dam 14 Trib.
 - 2013H – Eagle Ridge - Lake Side
 - 2013I.2 – The Woods - Oak Hallow
 - 2013J – South Creek
 - 2013K – Lake Forest
 - 2013L – Sonoma at Forest Creek Drive
 - 2013O – Greenlawn Blvd. at Gilleland
 - 2013R – Burnet St. at Lake Creek
 - 2013T – Harrell Parkway at Chandler Branch
- a. Re-evaluate the stormwater projects with Preliminary FEMA models or available models provided by the City to determine stormwater issues and problems.
 - b. Re-evaluate recommended solutions and determine if SWMP mitigation is still appropriate.
 - c. Update probable construction cost estimates with quantities and unit costs.
 - d. Coordinate with City staff to update the project scores to develop an updated stormwater project CIP priority list. The scoring matrix developed in the SWMP will be used for project scoring. No changes to the scoring matrix are anticipated in this scope.
 - e. Update project summary sheets to include Project Background, Issues, Mitigation Solutions, Challenges, and Probable Construction Cost Estimates.

Task 4: Creek Maintenance Evaluation

Halff will evaluate creek maintenance data provided by the City to identify areas within the City that require frequent debris removal. Creek locations will be identified based on City provided data and other public available data. No site visits are included in this task effort. A scoring matrix will be prepared to prioritize creek locations within existing ROW and/or drainage easements for maintenance planning. Areas currently identified include Deepwood Bridge, Oakridge Bridge, Round Rock West bridge, and Lake Creek Park. City currently has creek thinning procedures for Halff to review and provide recommended changes.

Task 5: Prepare Documentation

Halff will compile a report documenting the Stormwater Master Plan Update including:

- a. Prepare a Stormwater Master Plan Update report discussing the data collected, compilation of the stormwater CIP projects revaluated, stormwater CIP prioritization list, and recommendations to the Drainage Criteria Manual.
- b. Prepare an overall exhibit identifying the location of the revaluated stormwater projects.
- c. Prepare project summary sheets for each of the stormwater projects.
- d. Include all digital data developed as part of the SMWP Update.
- e. Attend one (1) meeting to present and discuss SWMP Update products with City staff.

EXHIBIT C

Work Schedule

Halff Associates, Inc. (Halff) can commence work on this project within two weeks after notice-to-proceed is received from the City of Round Rock.

Halff anticipates completing the Stormwater Master Plan Update within 6-7 months. Contract milestones are as follows based on monthly time frames.

- Task 1: Project Management – 7 months
- Task 2: Data Collection – 1 month
- Task 3: Project Site Revaluation – 3 months
- Task 4: Creek Cleaning Evaluation – 2 months
- Task 5: Prepare Documentation – 1 month

Exhibit D

Fee Schedule

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1: Project Management	40	\$7,130.00	\$0.00	\$0.00	\$7,130.00
Task 2: Data Collection	90	\$11,756.00	\$0.00	\$0.00	\$11,756.00
Task 3: Project Site Reevaluation	327	\$40,975.00	\$0.00	\$0.00	\$40,975.00
Task 4: Creek Maintenance Evaluation	90	\$11,780.00	\$0.00	\$0.00	\$11,780.00
Task 5: Prepare Documentation	123	\$16,335.00	\$165.00	\$0.00	\$16,500.00
PROJECT TOTAL:	580	\$ 76,196.00	\$ 165.00	\$0.00	\$88,141.00

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2018

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 have ADDITIONAL INSURED provisions or 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 Bell Insurance Group 16980 DALLAS PKWY STE 210 DALLAS TX 75248		CONTACT NAME: Candy Goehring PHONE (A/C, No, Ext): 972-581-4915 E-MAIL ADDRESS: cgoehring@bellgroup.com FAX (A/C, No): 972-581-4850	
INSURED Half Associates, Inc. 1201 N. Bowser Richardson TX 75081		INSURER(S) AFFORDING COVERAGE	
HALFASI-01		INSURER A: Valley Forge Ins. Co	NAIC # 20508
		INSURER B: National Fire Ins. Co.	20478
		INSURER C: Continental Casualty Company	20443
		INSURER D: Amer. Casualty Co of ReadingPA	20427
		INSURER E: Allied World Surplus Lines	24319
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 72809058

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER Contractual Liab		6049909053	7/12/2018	7/12/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6049909036	7/12/2018	7/12/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<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 \$ 10,000		6049909070	7/12/2018	7/12/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A		6049909067	7/12/2018	7/12/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab Claims Made		0311-3813	7/12/2018	7/12/2019	Per Claim Aggregate 1,000,000 1,000,000

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

City of Round Rock is included as additional insured as respects general liability and is primary non-contributory if required by written contract. 30 Day notice of cancellation except 10 days non pay.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 2

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.**

Halff Associates Inc.
Austin, TX United States

Certificate Number:
2019-502790

Date Filed:
06/11/2019

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

City of Round Rock

Date Acknowledged:

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

Stormwater Master Plan Update
Project: Stormwater Master Plan Update, Halff AVO 36416

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Engelhardt, Cindy	Austin, TX United States	X	
	Kunz, Pat	Richardson, TX United States	X	
	Plugge, Roman	Richardson, TX United States	X	
	Killen, Russell	Richardson, TX United States	X	
	Edwards, Mark	Richardson, TX United States	X	
	Zapalac, Russell	Richardson, TX United States	X	
	Moya, Mike	Austin, TX United States	X	
	Tanksley, Dan	Richardson, TX United States	X	
	Murray, Menton	McAllen, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Miller, Steven	Austin, TX United States	X	
	Bargainer, Tim	Austin, TX United States	X	
	Baker, Jessica	Richardson, TX United States	X	
	Adams, Bobby	Houston, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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.

Halff Associates Inc.
Austin, TX United States

Certificate Number:
2019-502790

Date Filed:
06/11/2019

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.

Stormwater Master Plan Update
Project: Stormwater Master Plan Update, Halff AVO 36416

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

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Cindy Engelhardt, and my date of birth is 9/29/81.

My address is 18824 Edinburgh Castle Rd., Pflugerville, TX, 78660, 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 Texas, on the 11th day of June, 20 19.
(month) (year)

Cindy Engelhardt
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Polydyne, Inc. for the purchase of Bulk Flocculant Polymer for the East Wastewater Treatment Plant.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/11/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$1,089,000.00

Indexes: Regional Wastewater Projects

Attachments: Resolution, Exhibit A, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2019-0286

The City operates the two Brushy Creek Regional Wastewater Treatment Plants for the Cities of Austin, Cedar Park, and Round Rock. The East Wastewater Treatment Plant requires a Polymer chemical for sludge processing during daily operations. A contract to purchase this chemical is required by state purchasing law. The City initiated an invitation for bid in May 2019 and Polydyne provided the lowest bid. The Utilities and Environmental Services Department recommends a 5-year term contract not to exceed \$1,089,000 (\$217,800/year).

Round Rock's portion of this contract is approximately 70 percent of the annual cost, which is determined by the annual operation and maintenance cost to operate the regional treatment plant.

Cost: \$1,089,000

Source of Funds: Regional Wastewater Projects

RESOLUTION NO. R-2019-0286

WHEREAS, the City of Round Rock has duly advertised for bids to purchase Bulk Flocculant Polymer for the East Wastewater Treatment Plant; and

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

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

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Water Treatment Chemicals from Polydyne, Inc., a copy of said Agreement being attached hereto as Exhibit "A" and incorporated herein.

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

RESOLVED this 11th day of July, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF WATER TREATMENT CHEMICALS
FROM
POLYDYNE, INC.**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

That this Agreement for purchase of Bulk Flocculant Polymer, referred to herein as the "Agreement," is made and entered into on this the ____ day of the month of _____, 2019, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and POLYDYNE, INC., whose offices are located at 1 Chemical Plant Road, Riceboro, Georgia 31323, referred to herein as the "Vendor." This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase Bulk Flocculant Polymer, and City desires to purchase same from Vendor; and

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

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

- A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified goods and Vendor is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated IFB 19-021 dated April 2019; (b) Vendor's Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

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

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

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

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

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

F. **Vendor** means Polydyne, Inc., or any of its successors or assigns.

2.01 EFFECTIVE DATE AND TERM

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

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

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Vendor to supply certain goods as outlined in IFB 19-021 dated April 2019. The goods which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED

A. The goods which are the subject matter of this Agreement are described generally in the attached Exhibit "A," incorporated herein by reference for all purposes.

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

C. Vendor shall satisfactorily provide all deliverables 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 COSTS

A. City agrees to pay for supplies during the term of this Agreement at the pricing set forth in "Attachment A – Bid Sheet" Exhibit "A."

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **Two Hundred Seventeen Thousand Eight Hundred and No/100 Dollars (\$217,800.00) per year** for a total not-to-exceed amount of **One Million Eighty-Nine Thousand and No/100 Dollars (\$1,089,000.00)** for the term of this Agreement.

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; and
- D. Delivery dates.

7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

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

8.01 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.

9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City 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 causes the payment to be late; or
- B. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

10.01 GRATUITIES AND BRIBES

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

11.01 TAXES

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

12.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

13.01 INSURANCE

Vendor shall meet all requirements as stated in the attached Invitation for Bid No. IFB 19-021 and as set forth at:

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

14.01 CITY'S REPRESENTATIVE

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

Michael Thane
Director of Utilities and Environmental Services
2008 Enterprise Drive
Round Rock, Texas, 78664
Telephone: (512) 218-3236
mthane@roundrocktexas.gov

15.01 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.

16.01 DEFAULT

If Vendor abandons or defaults hereunder 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 make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations hereunder;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or

D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

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

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

C. Vendor has the right to terminate this Agreement only for cause, in the event of material and substantial breach by City, or by written mutual agreement to terminate.

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.

18.01 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.

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

B. 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.

20.01 ASSIGNMENT AND DELEGATION

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

21.01 NOTICES

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

1. When delivered personally to recipient's address as stated 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:

Polydyne, Inc.
1 Chemical Plant Road
Riceboro, GA 31323

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

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

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

22.01 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.

23.01 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.

24.01 DISPUTE RESOLUTION

If a dispute or claim arises under this Agreement, the parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each party's senior management. If the parties cannot reach a mutually satisfactory resolution, then and in that event any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, City and Vendor shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.

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.

25.01 SEVERABILITY

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

26.01 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.

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: _____

Polydyne, Inc.

By:  _____
Printed Name: Mark Schlag
Title: Vice-President
Date Signed: 6/11/19

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Exhibit "A"



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID (IFB)

BULK FLOCCULENT POLYMER

SOLICITATION NUMBER 19-021

APRIL 2019

Exhibit "A"

City of Round Rock
Bulk Flocculant Polymer
IFB No. 19-021
Class/Item: 885-77
APRIL 2019

BULK FLOCCULANT POLYMER

PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in providing bulk (truckload) quantities of flocculant polymer for wastewater treatment purposes.
2. **BACKGROUND:** The City of Round Rock operates a 52 million gallons per day surface water treatment plant, a five million gallons per day ground water plant and a six million gallons per day waste water effluent reuse plant. The East Waste Water Treatment Plant facility uses bulk flocculant polymer in their treatment processes.
3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-10
Part IV – Specifications	Page(s) 11-12
Attachment A – Bid Sheet & Additional Requirements	Page 13
Attachment B – Reference Sheet	Page 14

4. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

Cheryl Kaufman
Purchasing Supervisor
Purchasing Division
City of Round Rock
Phone: 512-218-5417
E-mail: ckaufman@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

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5. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	April 3, 2019
Pre-Bid meeting / site visit	April 16, 2019 @ 1:00 PM, CST
Deadline for submission of questions	April 18, 2019 @ 5:00 PM, CST
City responses to questions or addendums	Approximately April 19, 2019 @ 5:00 PM, CST
Deadline for submission of responses	May 2, 2019 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:
<https://www.roundrocktexas.gov/businesses/solicitations/>.

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:
<http://www.roundrocktexas.gov/bids>.

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
7. **PRE-BID MEETING / SITE VISIT AND INSPECTION:** A pre-bid meeting / site visit, and inspection will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-bid meeting / site visit will be conducted on the date specified in PART I Section 5-Schedule of Events.
- A. Attendance at the pre-bid meeting / site visit is optional. Respondents shall sign-in at the pre-bid meeting to document their attendance. Immediately following the pre-bid meeting a site visit will be conducted to enable Respondents to determine labor, equipment, supplies and materials necessary to perform the services specified herein. **Collection of a water sample is permitted at this time.** The pre-bid meeting and site visit shall occur at:
- East Waste Water Treatment Plant
3939 East Palm Valley Blvd.
Round Rock, Texas 78665**
- B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting / site visit.
- C. It is the responsibility of the Respondent to examine each facility and determine quantity, amounts, take precise measurements, determine material requirements, equipment requirements, labor requirements and other solicitation related details during said inspections.
8. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

**City of Round Rock
Attn: Cheryl Kaufman
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299**

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- A. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- F. Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

9. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondent shall submit one (1) evident signed "Original" and one identical electronic copy of the IFB response on a flash drive. The submittal is required to include all addendums and requested attachments. The bid response along with samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, addendums and the attachments identified below shall be submitted with your proposal.

- ☐ **Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation.
- ☐ **Attachment A: BID SHEET AND ADDITIONAL REQUIREMENTS:** The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet will result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response. The additional information requested shall be submitted with your response.
- ☐ **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

10. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- A. Purchase price;
- B. Reputation of Respondent and of Respondent's goods and services;
- C. Quality of the Respondent's goods and services;
- D. The extent to which the goods and services meet the City's needs;
- E. Respondent's past performance with the City;
- F. The total long-term cost to the City to acquire the Respondent's goods or services;
- G. Any relevant criteria specifically listed in the solicitation.

Exhibit "A"

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Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information.

11. **CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances
 - A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
12. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
13. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Exhibit "A"

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PART II DEFINITIONS, STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at:
<https://www.roundrocktexas.gov/departments/purchasing/>
2. **INSURANCE:** Insurance does not apply to this solicitation.

Exhibit "A"

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PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals or partnerships normally engaged in providing truckload quantities of flocculant polymers as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - B. Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in providing flocculant polymer in bulk quantities.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
 - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
5. **WORKFORCE:** Successful Respondent shall:
 - A. Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
 - C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

Exhibit "A"

City of Round Rock
Bulk Flocculant Polymer
IFB No. 19-021
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6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
7. **PRICE INCREASE:** Contract prices for bulk flocculant polymer shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item unless agreed upon by the City.
 - A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>
 - B. **Procedure to Request Increase:**
 - i. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:
**City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**
 - ii. Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance anytime during the contract term.
9. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the materials delivered are not in full compliance with the specifications. In the event the materials are not to the satisfaction of the City; the vendor shall agree to provide materials to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed materials may be purchased elsewhere.
10. **SAMPLES:**
 - A. The City may require the Respondent to submit a no-charge sample of the goods to be provided per the specification contained herein. This sample shall be provided within **five** working days after request by the City.
 - B. If required, send samples to the City at the following address:
**East Waste Water Treatment Plant
3939 East Palm Valley Blvd.
Round Rock, TX 78665**
 - C. Products provided to the City under this solicitation may be evaluated or tested and must meet all requirements of the specification.

Exhibit "A"

City of Round Rock
Bulk Flocculant Polymer
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- D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

11. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL), or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

- 12. ORDER QUANTITY: The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.

- 13. PERMITS: The Successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.

- 14. AWARD: The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://www.roundrocktexas.gov/businesses/solicitations/> once City Council has approved the recommendation of award and the agreement has been executed.

- 15. POST AWARD MEETING: The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:

- A. The method to provide a smooth and orderly transition of services performed from the current contractor;
- B. Provide City contact(s) information for implementation of agreement.
- C. Identify specific milestones, goals and strategies to meet objectives.

16. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:

- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.

- B. **The City's designated representative:**

Buddy Franklin
Wastewater Treatment Plant Superintendent
Utilities and Environmental Services
Phone: (512) 218-5578
E-mail: bfranklin@roundrocktexas.gov

Exhibit "A"

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17. INTERLOCAL PURCHASING AGREEMENTS

- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement

Exhibit "A"

City of Round Rock
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PART IV SPECIFICATIONS

1. **PURPOSE:** The City of Round Rock requires the delivery of truckload amounts of flocculant polymer needed to make 'floc' for the daily intake of solids at Brushy Creek Waste Water Treatment Plant (WWTP), also known as East WWTP.
2. **BACKGROUND:** The City of Round Rock operates a 52 million gallons per day surface water treatment plant, a five million gallons per day ground water plant and a six million gallons per day waste water effluent reuse plant. The East Waste Water Treatment Plant facility uses bulk flocculant polymer in their treatment processes.
3. **TANK AND DELIVERY INFORMATION AND REQUIREMENTS:**
 - A. The WWTP currently owns one bulk tank. The tank has the capacity to hold 60,000 lbs. of polymer. Deliveries will need to be at least 30,000 lbs. of polymer for each shipment.
 - B. The bulk tank is equipped with a 3-inch female Camloc fitting for offloading product. The Vendor or transporter shall supply a 3-inch discharge hose equipped with a 3-inch male Camloc fitting for the transfer of bulk material.
 - C. The Vendor's transport shall ensure that all hoses, valves, and connections are non-leaking and all offloading of flocculant polymer will be made by the Vendor.
4. **CHEMICAL REQUIREMENTS**
 - A. The flocculant shall be an uncontaminated polymer product free of organic materials and particulate matter.
 - B. The flocculant polymer is to perform equal to or better than 18% solids overall as determined by the City's daily cake test.
 - C. Polymer dosage will be modified by City personnel on a daily basis to reach the 18% solids.
5. **CONTRACTOR RESPONSIBILITIES:** The Contractor shall
 - A. Provide the City with a single point of contact (SPOC) to ensure appropriate communication needs are met;
 - B. Communicate with the City's POC by phone when a shipment is estimated to arrive. The contact phone number is 512-218-3234;
 - C. Check in with the Administration Building upon arrival to ensure plant personnel are aware of the bulk shipment and await direction to the appropriate location on site. The WWTP speed limit of 5mph shall be observed by the transport driver at all times. No smoking on site is permitted;
 - D. Ensure that all shipments are made during normal plant hours:
Monday through Friday from 7:00 am to 6:00 pm CST
Shipments will not, under any circumstances, be received afterhours, on weekends, or holidays;
 - E. Provide all volumes of flocculant delivered to WWTP be delivered in clean tanker trucks;
 - F. Deliver and offload bulk tank truck volumes to the specified location within the Waste Water Plant;
 - G. Warrant that the product delivered complies with the minimum requirements of this specified product (**Goal of 18% solids**).
 - H. Supply with each delivery a chemical analysis of the flocculant polymer. The analysis must be performed by an accredited laboratory and must be representative of the material being delivered and shall include the specific gravity of the flocculant polymer and the Vendor's name for the product or the numeric designation/ID for the product;
 - I. Ensure the Vendor's transport driver shall have in their possession and must have read the current Safety Data Sheet (SDS) for the flocculant polymer;

Exhibit "A"

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- J. Ensure that the Contractor's transport driver uses appropriate Personal Protective Equipment for the unloading of the flocculant polymer. The PPE shall be donned prior to beginning unloading;
- K. Comply with all Department of Transportation rules and regulations at all times for safe transport of this product. Vendors transport shall display the proper placarding as required by the D.O.T. The transport vessel shall be closed during transport and free of leaks;

6. CITY RESPONSIBILITIES: The City will

- A. Order in bulk tank volumes of approximately 30,000 lbs;
- B. Will order a volume of flocculant polymer in advance;
- C. Reserve the right to sample and analyze the material, at the time of delivery, to ensure the delivery meets requirements specified. The sample will be conducted by the Waste Water Plant's laboratory;
- D. Reserve the right to refuse any shipment, at no cost to The City of Round Rock, that does not meet these specifications;
- E. Reserve the right to request a sample to perform a field test to ensure the vendors product works for the specific application (See Part IV, Item 13).

Exhibit "A"

City of Round Rock
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ATTACHMENT A BID SHEET

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB 19-021 Bulk Flocculant Polymer in an Excel format on the City of Round Rock website at:
<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
 - A. In order to be considered responsive Attachment A- Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 5 – Schedule of Events.
 - B. The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
 - C. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.muniselfservice.com/Vendors/default.aspx>.
 - D. By the signature affixed on Attachment A-Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business."
 - E. The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.
2. **ADDITIONAL REQUIREMENTS**
 - A. All bids shall be submitted quoting the price **per pound** for the flocculant polymer.
 - B. Each bidder shall submit with their bid a current copy of the chemical analysis of their product.
 - C. Each bidder shall provide with their bid the most recent SDS sheet of the product being offered.

Exhibit "A"
Attachment A- Bid Sheet
Bulk Flocculant Polymer
IFB 19-021

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB 19-021 Bulk Flocculant Polymers. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments, and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. Alternative bids other than flocculant polymer will not be considered, modification to the bid sheet format will result in the rejection of the bid. The City reserves the right to purchase more or less than the quantities indicated below.

No.	Description	Estimated Annual Quantity	Unit	Unit Cost	Extended Total
1	Clarifloc CE-1309 Bulk Flocculant Polymer	165,000	LB	\$1.32/Lb.	\$217,800.00
Annual Total:					\$217,800.00

COMPANY NAME:

Polydyne Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE:



PRINTED NAME:

Mark Schlag , Vice-President

PHONE NUMBER:

912-880-2035

EMAIL ADDRESS:

PolyBidDpt@snfhc.com

Exhibit "A"

City of Round Rock
Bulk Flocculant Polymer
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ATTACHMENT B: REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: IFB 19-021
RESPONDENT'S NAME: Polydyne Inc. DATE: 4/29/19

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

- | | | | |
|----|-----------------------|-----------------------------------------|-----------------|
| 1. | Company's Name | City of Atlanta | |
| | Name of Contact | Daniel Sabou | |
| | Title of Contact | WRC Manager-RM Clayton | |
| | E-Mail Address | dsabou@AtlantaGa.Gov | |
| | Present Address | RM Clayton - 2440 Bolton Road | |
| | City, State, Zip Code | Atlanta, GA 30318 | |
| | Telephone Number | (404) 546-0683 | Fax Number: () |
| | | | |
| 2. | Company's Name | Metropolitan Council | |
| | Name of Contact | David Quast | |
| | Title of Contact | Principal Engineer - Technical Services | |
| | E-Mail Address | david.quast@metc.state.mn.us | |
| | Present Address | 2400 Childs Road | |
| | City, State, Zip Code | St. Paul, MN 55101 | |
| | Telephone Number | (651) 602-1164 | Fax Number: () |
| | | | |
| 3. | Company's Name | Louisville M.S.D. | |
| | Name of Contact | Robin Burch | |
| | Title of Contact | Process Support Supervisor | |
| | E-Mail Address | robin.burch@louisvillemsd.org | |
| | Present Address | 4522 Algonquin Parkway | |
| | City, State, Zip Code | Louisville, KY 40203 | |
| | Telephone Number | (502) 377-7646 | Fax Number: () |

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

Exhibit "A"



ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: IFB 19-021

Addendum No: 1

Date of Addendum: 4/18/19

This addendum is to incorporate the following changes to the above referenced solicitation:

I. **Clarifications:**

- A. The Solicitation document has been updated to reflect that the City of Round Rock operates a 2.2 million gallons per day waste water effluent reuse plant.
- B. References to truckload quantities have been amended to reflect less-than-truckload quantities.

II. **Questions:**

Q1. For Bulk Flocculant Polymer who is the current supplier and the price per pound?

A1. **The City does not currently have a contracted supplier for bulk flocculant polymer.**

Q2. Given that procuring the raw material and their relative availability fluctuates on a regular basis how will the City account for those price changes? What happens if these price increases exceed the contract value?

A2. **Per Part III, Item 7 of the solicitation the City states "Contract prices for bulk flocculant polymer shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item unless agreed upon by the City."**

The section goes on to explain that the Contractor will provide "the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date."

If the price increase is deemed reasonable per the City and the Contract Specialist the 10% allotment can fluctuate. Once the contract runs out of money the City will bid the requirements again.

Q3. Is there a delivery expectation from the day the order is placed?

A3. **Yes, we have added Part IV, Item 5.L to set the expectation that "The Contractor shall deliver product with 7-10 business days of the City's request for material."
We also modified Part IV, item 6.B to reflect that the City will "order a volume of flocculant polymer 7-10 business days in advance of the required delivery date."**

Q4. Will the contract award be a split award?

A4. **No, we do not intend to have multiple awards for the resulting contract.**

Q5. What specific test method and protocol is the City using to determine the % solids?

A5. **The City uses Standard Methods 2540 B for % solids.**

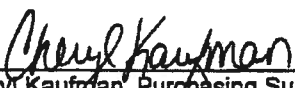
III. **Add Contact:** The Authorized Contact for contractual and technical issues has been added as follows:

Authorized Contact: Amanda Crowell
Purchasing Technician
512-218-5458
acrowell@roundrocktexas.gov

Exhibit "A"

IV. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Cheryl Kaufman, Purchasing Supervisor
Purchasing Office, 512-218-5458

April 18, 2019

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY: Polydyne Inc.

Mark Schlag, Vice-President

Name


Authorized Signature

4/29/19

Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

Exhibit "A"



CERTIFICATE OF ANALYSIS

Polydyne Inc.
ONE CHEMICAL PLANT ROAD
RICEBORO GA 31323

CUSTOMER NAME :
CITY OF ROUND ROCK, TX - BRUSHY CREEK

OA # : 1276121 - 1 - 1

ROUND ROCK E 001

CITY OF ROUND ROCK, TX
221 EAST MAIN
ROUND ROCK TX 78664
UNITED STATES

jheaps@roundrocktexas.gov
JOHN

POLYDYNE PRODUCT NAME : CLARIFLOC CE-1309				
PURCHASE ORDER NR : 20190807			DATE : 03/13/2019	
AMOUNT : 32000 LB			QUALITY CONTROL	QC
	UNIT	SPECIFICATION	BATCH NUMBER RC24/2783M	TEST
BULK VISCOSITY	cps	300 - 2000	599	1010 A
NON VOLATILE SOLIDS	%	43.5 - 50.5	46.8	1050 A
UL BROOKFIELD VISCOSITY	cps	2.50 - 3.30	2.83	1019 A
RESIDUAL ACRYLAMIDE	ppm	0 - 999	205	1001 A
			Date : 03/13/2019 Signature Kiet Tran	

If the # symbol appears in the QC-TEST column, then the data on that line is given for information only, and does not constitute a specification.

If ND appears in the result column, that means under the limit of detection.

For Personal Care ingredients, the generic name is corresponding to the INCI name.

SUP NR: OG-0098 REVISION: 04

SNF**POLYDYNE****CLARIFLOC CE-1309 POLYMER**

PRODUCT BULLETIN

PRINCIPAL USES

CLARIFLOC CE-1309 is a **high** charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Cationicity	60 %
Active Polyacrylamide Min.	41 %
Freezing Point	7 F. (-14 C.)
Density	8.5 - 8.7
Specific Gravity	1.02 - 1.04

PREPARATION AND FEEDING

CLARIFLOC CE-1309 is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

MANUFACTURING SPECIFICATIONS

Total Solids	43.5 - 50.5 %
Residual AcAm	< 1000 ppm
Neat Viscosity	300 - 2000 cPs
UL Viscosity	2.5 - 3.3 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is 6 months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC CE-1309, sprinkle vermiculite or equivalent absorbant over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

CLARIFLOC CE-1309 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the POLYDYNE Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC CE-1309 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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Exhibit "A"



SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC™ CE-1309**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: Polydyne Inc.
1 Chemical Plant Road
PO BOX 279, Riceboro, GA 31323
United States

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

Exhibit "A"

SAFETY DATA SHEET

CLARIFLOC™ CE-1309

Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable, this product is a mixture.

3.2. Mixtures

This product is a mixture.

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/ -range: 20 - 30%

CAS Number: 64742-47-8

Classification according to paragraph (d)
of 29 CFR 1910.1200: Asp. Tox. 1;H304

Notes

Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm²/s measured at 40°C.

Poly(oxy-1,2-ethanediyl), α -tridecyl-w-hydroxy-, branched

Concentration/ -range: < 5%

CAS Number: 69011-36-5

Classification according to paragraph (d)
of 29 CFR 1910.1200: Acute Tox. 4;H302, Eye Dam. 1;H318

For explanation of abbreviations see section 16

SECTION 4: First aid measures

Exhibit "A"

SAFETY DATA SHEET

CLARIFLOC™ CE-1309

SECTION 4: First aid measures

4.1. Description of first aid measures

Inhalation:

Move to fresh air. No hazards which require special first aid measures.

Skin contact:

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention immediately.

Ingestion:

Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed.

None reasonably foreseeable.

Other information:

None.

SECTION 5: Fire-fighting measures

5.1. Extinguishing media

Suitable extinguishing media:

Water. Water spray. Foam. Carbon dioxide (CO₂). Dry powder.

Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:

None.

5.2. Special hazards arising from the substance or mixture

Hazardous decomposition products:

Ammonia. Carbon oxides (CO_x). Nitrogen oxides (NO_x). Hydrogen chloride. Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for fire-fighters

Protective measures:

Wear self-contained breathing apparatus and protective suit.

Other information:

Spills produce extremely slippery surfaces.

Exhibit "A"

SAFETY DATA SHEET

CLARIFLOC™ CE-1309

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

Personal precautions:

Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:

Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:

Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

6.3. Methods and material for containment and cleaning up

Small spills:

Do not flush with water. Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:

Do not flush with water. Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:

After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Occupational exposure limits:

Exhibit "A"

SAFETY DATA SHEET

CLARIFLOC™ CE-1309

Distillates (petroleum), hydrotreated light

ACGIH: 200 mg/m³ (8 hours)

8.2. Exposure controls

Appropriate engineering controls:

Ensure adequate ventilation, especially in confined areas. Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:

Safety glasses with side-shields.

b) Skin protection:

i) Hand protection: PVC or other plastic material gloves.

ii) Other: Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur.

c) Respiratory protection:

No personal respiratory protective equipment normally required.

d) Additional advice:

Wash hands before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

a) Appearance:	Viscous liquid, Milky.
b) Odour:	Aliphatic.
c) Odour Threshold:	No data available.
d) pH:	3.5 - 6.5 @ 5 g/L
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C
g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.

Exhibit "A"

SAFETY DATA SHEET

CLARIFLOC™ CE-1309

i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/litre @ 20°C
m) Relative density:	1.0 - 1.2
n) Solubility(ies):	Completely miscible.
o) Partition coefficient:	Not applicable.
p) Autoignition temperature:	Not applicable.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm ² /s @ 40°C
s) Explosive properties:	Not expected to be explosive based on the chemical structure.
t) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

Oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x). Ammonia. Hydrogen cyanide (hydrocyanic acid).

Exhibit "A"

SAFETY DATA SHEET

CLARIFLOC™ CE-1309

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (Estimated)
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg. (Estimated)
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Non-irritating to skin.
Serious eye damage/eye irritation:	Not irritating. (OECD 437)
Respiratory/skin sensitisation:	Not sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	Due to the viscosity, this product does not present an aspiration hazard.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (OECD 401)
Acute dermal toxicity:	LD50/dermal/rabbit > 5000 mg/kg. (OECD 402)
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat \geq 4951 mg/m ³ (OECD 403) (Based on results obtained from tests on analogous products)
Skin corrosion/irritation:	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.
Serious eye damage/eye irritation:	Not irritating. (OECD 405)
Respiratory/skin sensitisation:	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
Mutagenicity:	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)

Exhibit "A"

SAFETY DATA SHEET

CLARIFLOC™ CE-1309

<i>Carcinogenicity:</i>	Carcinogenicity study in rats (OECD 451): Negative.
<i>Reproductive toxicity:</i>	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	NOAEL/oral/rat/90 days \geq 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
<i>Aspiration hazard:</i>	May be fatal if swallowed and enters airways.

Poly(oxy-1,2-ethanediyl), α -tridecyl-w-hydroxy-, branched

<i>Acute oral toxicity:</i>	LD50/oral/rat = 500 - 2000 mg/kg
<i>Acute dermal toxicity:</i>	LD50/dermal/rabbit > 2000 mg/kg.
<i>Acute inhalation toxicity:</i>	No data available.
<i>Skin corrosion/irritation:</i>	Not irritating. (OECD 404)
<i>Serious eye damage/eye irritation:</i>	Causes serious eye irritation. (OECD 405)
<i>Respiratory/skin sensitisation:</i>	The results of testing on guinea pigs showed this material to be non-sensitizing.
<i>Mutagenicity:</i>	In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.
<i>Carcinogenicity:</i>	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.
<i>Reproductive toxicity:</i>	Two-Generation Reproduction Toxicity (OECD 416) - NOAEL/rat > 250 mg/kg/day Prenatal Development Toxicity Study (OECD 414) - NOAEL/Maternal toxicity/rat > 50 mg/kg/day - NOAEL/Developmental toxicity/rat > 50 mg/kg/day
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	NOAEL/oral/rat/600 days = 50 mg/kg/day
<i>Aspiration hazard:</i>	No known effects.

SECTION 12: Ecological Information

12.1. Toxicity

Information on the product as supplied:

Exhibit "A"

SAFETY DATA SHEET

CLARIFLOC™ CE-1309

Acute toxicity to fish:	LC50/Fish/96 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours = 10 - 100 mg/L. (Estimated)
Acute toxicity to algae:	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	No data available.
Toxicity to microorganisms:	No data available.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute toxicity to fish:	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L. (OECD 203)
Acute toxicity to invertebrates:	EC0/Daphnia magna/48 hours > 1000 mg/L. (OECD 202)
Acute toxicity to algae:	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L. (OECD 201)
Chronic toxicity to fish:	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1000 mg/L
Toxicity to microorganisms:	EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available. Readily biodegradable, exposure to sediment is unlikely.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Acute toxicity to fish:	LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)
Acute toxicity to algae:	IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)
Chronic toxicity to fish:	No data available.

Exhibit "A"

SAFETY DATA SHEET

CLARIFLOC™ CE-1309

Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)
Toxicity to microorganisms:	EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation:	Readily biodegradable.
Hydrolysis:	At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.
Photolysis:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Degradation:	Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)
Hydrolysis:	Does not hydrolyse.
Photolysis:	No data available.

Poly(oxy-1,2-ethanediyl), *n*-tridecyl-*w*-hydroxy-, branched

Degradation:	Readily biodegradable. > 60% / 28 days (OECD 301 B)
Hydrolysis:	Does not hydrolyse.
Photolysis:	No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow):	Not applicable.
Bioconcentration factor (BCF):	No data available.

Relevant information on the hazardous components:

Exhibit "A"

SAFETY DATA SHEET

CLARIFLOC™ CE-1309

Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow): 3 - 6

Bioconcentration factor (BCF): No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Koc: No data available.

Poly(oxy-1,2-ethanediyl), a-tridecyl-w-hydroxy-, branched

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

Exhibit "A"

SAFETY DATA SHEET

CLARIFLOC™ CE-1309

SECTION 14: Transport information

Land transport (DOT)

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information

15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture

Information on the product as supplied:

TSCA Chemical Substances Inventory:

All components of this product are either listed on the inventory or are exempt from listing.

US SARA Reporting Requirements:

SARA (Section 311/312) hazard class:

Not concerned.

SARA Title III Sections:

Section 302 (TPQ) - Reportable Quantity:

Not concerned.

Section 304 - Reportable Quantity:

Not concerned.

Section 313 (De minimis concentration):

Not concerned.

Clean Water Act

Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:

Not concerned.

Clean Air Act

Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:

Not concerned.

CERCLA

Exhibit "A"

SAFETY DATA SHEET

CLARIFLOC™ CE-1309

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

SECTION 16: Other information

NFPA and HMIS Ratings:

NFPA:

Health:	0
Flammability:	1
Instability:	0



HMIS:

Health:	0
Flammability:	1
Physical Hazard:	0
PPE Code:	B

This data sheet contains changes from the previous version in section(s):

SECTION 8. Exposure controls/personal protection, SECTION 15. Regulatory information, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms

STOT = Specific target organ toxicity

Exhibit "A"

SAFETY DATA SHEET

CLARIFLOC™ CE-1309

Abbreviations

Acute Tox. 4 = Acute toxicity Category Code 4

Asp. Tox. 1 = Aspiration hazard Category Code 1

Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements

H302 - Harmful if swallowed

H304 - May be fatal if swallowed and enters airways

H318 - Causes serious eye damage

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 17.01.a

ENCC046

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

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:
2019-502871

Date Filed:
06/11/2019

Date Acknowledged:

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

Polydyne Inc.
Riceboro, GA United States

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

City of Round Rock

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

000000
Supply and Delivery Bulk Flocculant Polymer

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Mark Schlag, and my date of birth is 11/14/53.

My address is One Chemical Plant Road, Riceboro, GA, 31323, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Liberty County, State of Georgia, on the 11th day of June, 20 19.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant) Mark Schlag, Vice-President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2018

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 Frenkel & Company, an EPIC company 350 Hudson Street – 4 th Floor New York, NY 10014	Phone No.: (212) 488-0200 Fax No.: (212) 488-0220	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: AIG SPECIALTY INSURANCE COMPANY INSURER B: COMMERCE & INDUSTRY INSURANCE COMPANY INSURER C: TRUMBULL INSURANCE COMPANY INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 26883 19410 27120
INSURED Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323			

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			EG14362834	12/31/2018	12/31/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA4691818	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			EGU18403155	12/31/2018	12/31/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		10WNR30600	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

30 DAY CANCELLATION CLAUSE INCLUDED

CERTIFICATE HOLDER**CANCELLATION**

City of Round Rock 211 East Main Street Round Rock, TX 78664	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION AUTHORIZED REPRESENTATIVE <i>Laura Murray</i>
--------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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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.

Polydyne Inc.
Riceboro, GA United States

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

City of Round Rock

Date Acknowledged:

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

000000
Supply and Delivery Bulk Flocculant Polymer

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.



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My address is One Chemical Plant Road, Riceboro, GA, 31323, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Liberty County, State of Georgia, on the 11th day of June, 20 19.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Mark Schlag, Vice-President



City of Round Rock

Agenda Item Summary

Agenda Number: G.8

Title: Consider a resolution authorizing the Brushy Creek Regional Utility Authority to execute Supplemental Contract No. 6 with Walker Partners, LLC for the Phase 1C Water Treatment Plant Expansion and Phase 2 Land Rights and Stakeholder Coordination Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/11/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$305,833.31

Indexes: Regional Water Fund

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2019-0287

This resolution authorizes the Brushy Creek Regional Utility Authority (BCRUA) to execute Supplemental Contract No. 6 with Walker Partners, LLC for the Phase 2 Land Rights and Stakeholder Coordination Project. The original contract was approved by the Round Rock City Council on April 27, 2017.

There are no changes to the Phase 1C Water Treatment Plant Expansion Design or the Phase 1C Construction Phase Services in this Supplemental Contract No. 6. This Supplemental Contract includes services for the Phase 2 Land Rights and Stakeholder Coordination effort for areas where improvements are needed to overhead electric in existing easements and includes a limited number of temporary construction easements. Support for any Special Commissioner Hearings is also included. These services include project management, right of way and land acquisition efforts, agency and stakeholder coordination, and preliminary design updates. The amounts billed will be based on the cumulative hours charged to the project during the billing period by each class of the engineer's employees, times standard hourly rates for each applicable billing class, plus reimbursable expenses, and engineer's consultant's charges. Amounts payable to the engineer for reimbursable internal expenses and the engineer's consultant expenses will be subject to a five percent overhead factor.

This Supplemental Contract will bring Phase 2 Land Rights and Stakeholder Coordination from \$2,329,800 to \$3,414,700 bringing the total estimated additional cost to \$1,084,900. The City of Round Rock is responsible for 28.19 percent of the cost which is \$305,833.31. This will be funded by Phase 1A savings.

This contract requires separate consideration and approval by all three-member City Councils before final authorization to proceed can be issued. The Utilities and Environmental Services Department has reviewed the proposed Supplemental Contract No. 6 and recommends City Council approval.

Cost: \$305,833.31

Source of Funds: Regional Water Fund

RESOLUTION NO. R-2019-0287

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

WHEREAS, the BCRUA retained engineering services with Walker Partners for the Phase 1C Water Treatment Plant Expansion and Phase 2 Land Rights and Stakeholder Coordination Project; and

WHEREAS, Walker Partners has submitted Supplemental Contract No. 6 to the Contract to modify the provisions for the scope of services and to increase the compensation by \$1,084,900; and

WHEREAS, the City desires to authorize the BCRUA to enter into said supplemental contract with Walker Partners, Now Therefore

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

That the City Council hereby authorizes the Brushy Creek Regional Utility Authority to enter into Supplemental Contract No. 6 with Walker Partners for the Phase 1C Water Treatment Plant Expansion and Phase 2 Land Rights and Stakeholder Coordination Project, a copy of said contract being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 11th day of July, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"



SUPPLEMENTAL CONTRACT NO. 6 TO CONTRACT FOR ENGINEERING SERVICES

FIRM: WALKER PARTNERS ("Engineer")
ADDRESS: 804 Las Cimas Parkway, Suite 150, Austin, TX 78746
PROJECT: Phase 1C Water Treatment Plant Expansion and Phase 2 Land Rights and Stakeholder Coordination

This Supplemental Contract No. 6 to Contract for Engineering Services is made by and between the BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC., hereinafter called "BCRUA" and Walker Partners, hereinafter called the "Engineer".

WHEREAS, BCRUA and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 19th day of April, 2017 for the BCRUA Phase 1C Water Treatment Plant Expansion in the lump sum amount of \$1,763,900.00 and Phase 2 Land Rights and Stakeholder Coordination Project in the maximum amount of \$2,012,600.00 for a total Project compensation of \$3,776,500.00; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 1 on July 19, 2017 to amend the scope of services and to increase the compensation by \$14,100.00 for Phase 1C Water Treatment Plant Expansion to a lump sum amount total of \$1,778,000.00 and by \$212,000.00 for Phase 2 Land Rights and Stakeholder Coordination Project to a maximum amount total of \$2,224,600.00 for a total Project compensation of \$4,002,600.00; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 2 on November 20, 2017 to amend the scope of services and to increase the compensation by \$19,600.00 for Phase 1C Water Treatment Plant Expansion to a lump sum amount total of \$1,797,600.00 for a total Project compensation of \$4,022,200.00; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 3 on April 18, 2018 to amend the scope of services and to increase the compensation by \$105,200.00 for Phase 2 Land Rights and Stakeholder Coordination Project to a maximum amount total of \$2,329,800.00 for a total Project compensation of \$4,127,400.00; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 4 on October 24, 2018 to add the construction phase services for the Phase 1C Construction Phase Services Project and to increase the compensation by \$897,200.00 for a total Project compensation of \$5,024,600.00; and

WHEREAS, BCRUA and Engineer executed Supplemental Contract No. 5 on April 30, 2019 to modify the provisions for the scope of services and to increase the compensation by \$40,300.00 for Phase 1C Water Treatment Plant Expansion to a lump sum amount total of \$2,735,100.00 for a total Project compensation of \$5,064,900.00; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$1,084,900.00 for Phase 2 Land Rights and Stakeholder Coordination Project to a maximum amount total of \$3,414,700.00 for a total Project compensation of \$6,149,800.00;

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

I.

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

II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$1,084,900.00 the maximum amount payable under the Contract for Phase 2 Land Rights and Stakeholder Coordination Project to a total of \$3,414,700.00 for a total Project compensation of \$6,149,800.00, as shown by the attached Addendum to Exhibit D.

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

[signature pages follow]

WALKER PARTNERS

By: _____

Date

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: _____
Jason Shaw, President

Date

APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, BCRUA Attorney

ADDENDUM TO EXHIBIT B ENGINEERING SERVICES

GENERAL

The purposes of Supplemental Amendment No. 6 are as follows:

- *Support OWNER with the acquisition of electric easements associated with rebuilding existing Pedernales Electric Cooperative (PEC) overhead distribution lines from the PEC Nameless Substation to the pump station site;*
- *Support OWNER with the acquisition of temporary construction easements needed for the Phase 2 Raw Water Delivery System Project;*
- *Support OWNER in obtaining easements by serving as a consult or witness for the OWNER in Special Commissioner Hearings.*
- *Provide on-call technical support and coordination with PEC (provided by subconsultant M&S).*

BASIC SCOPE OF SERVICES

Task 2.0 - Phase 2 Land Rights and Stakeholder Coordination

Insert Task 2.5 as follows:

2.5 Additional Easement Acquisition

- 2.5.6 Project Management, Coordination and Meetings
 - 2.5.6.1 Attend monthly progress meetings with OWNER for a total of 15 meetings
 - 2.5.6.2 Manage and coordinate staff resources, subconsultants, and project planning.
 - 2.5.6.3 Prepare monthly invoices and project progress reports. As a minimum, monthly progress reports shall include a summary description of tasks completed as of the report date, description of activities planned for the next 60 days, financial status of the project, status of schedule for project, and identification of technical or other issues which may have an impact to the overall project budget and/or schedule.
 - 2.5.6.4 Facilitate document control and document sharing for electronic filing of documents. Maintain project and parcel/easement documents.
 - 2.5.6.5 Prepare, update and maintain initial property owner contact list.
 - 2.5.6.6 Maintain records of all payments to property owners including amount and date paid.
 - 2.5.6.7 Maintain copies of all correspondence and contacts with property owners.

2.5.7 Land Acquisition and Right of Way. Support acquisition of easements and land rights for the Project. The estimated total number of parcels/easements is 54 parcels including 49 parcels/easements for electrical improvements and 5 parcels/easements for temporary construction easements.

2.5.7.1 Surveying. Perform site surveying for 5 temporary construction easements, 49 electric easements, and 1 monitoring well easement. Perform boundary survey and prepare exhibits and field notes of parcels to be conveyed. Complete topographic survey of temporary construction easements. Horizontal and vertical datums for project control will remain on NAD83/NAVD88 Texas State Plane, Central Zone.

2.5.7.2 Negotiation Services.

2.5.7.2.1 Research official public records to update ownership and provide vesting deeds to surveyor.

2.5.7.2.2 Prepare Broker's Opinion of Value for each easement.

2.5.7.2.3 Analyze appraisal report and confirm OWNER approved value prior to making offer for each parcel/easement. Submit request for authorization to make offers.

2.5.7.2.4 Prepare and send the letter transmitting the Landowner's Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).

2.5.7.2.5 Prepare documents required on forms approved by OWNER (i.e., the initial offer letter, memorandum of agreement, instruments of conveyance).

2.5.7.2.6 Send the written offer and appraisal report to each property owner or the property owner's designated representative by CMRRR.

2.5.7.2.7 Maintain follow-up contacts and secure the instruments necessary for the closing upon acceptance of the offer.

2.5.7.2.8 Respond to property owner inquiries verbally or in writing within two business days.

2.5.7.2.9 ENGINEER performs closing services in conjunction with the Title Company and will be required to attend closings. In the event of a closing by mail, title work will be reviewed prior to the closing by mail and again prior to recording of the instrument.

2.5.7.2.10 Cause the recordation of original instruments immediately after closing at the respective County Clerk's Office, except for donations, which must be forwarded to OWNER for acceptance by the OWNER Board prior to recording.

2.5.7.2.11 If negotiations are unsuccessful, send a final offer package to property owners by CMRRR.

2.5.7.2.12 Prepare and provide to OWNER a memo requesting condemnation proceedings using information from the Title

Commitment and other available sources to join interested parties.

- 2.5.7.3 PEC Technical Support and Coordination. Support OWNER through coordination with PEC for development of the Temporary Power Project. Attend project coordination meetings and conference calls as needed.

Insert Task 2.6 as follows:

2.6 Special Commissioner Hearings. A total of eight hearings (five subsurface and three electric easements) are currently assumed.

- 2.6.1 Attend meetings with OWNER'S legal counsel to review appraisals, land plans, and prior engineering documents and prepare for forthcoming depositions or testimonies. One land plan is assumed for the Seth property (Parcel 048).
- 2.6.2 Provide information or assistance needed by the OWNER or OWNER'S legal counsel to prepare for easement proceedings. Exhibits and other visuals required for the proceedings will be prepared. If required by a motion or request for the production of documents during the pre-trial discovery process, information will be assembled and provided as required by civil procedure. Such information may include but is not limited to technical design calculations and drawings, communication and correspondence, and supporting documentation.
- 2.6.3 Assist OWNER in obtaining easements by serving as a consultant or witness for the OWNER in Special Commissioner Hearings.

ADDITIONAL SERVICES

The following Additional Services are not included in the Scope of Services and will not be performed unless specifically authorized by the OWNER:

1. Any changes or modifications to the approved right of way or easement documents because of design changes by Owner.
2. Litigation beyond condemnation hearing (i.e. deposition, jury trial, etc.).

ADDENDUM TO EXHIBIT C
WORK SCHEDULE

The work schedule for Task 2.0 – Land Rights and Stakeholder Coordination shall be extended from 17 months to 41 months.

ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

ADDENDUM TO EXHIBIT D COMPENSATION

Total compensation for services under Supplemental Amendment No. 6 is estimated to be \$1,084,900 as shown in Attachment 1.

OWNER shall pay ENGINEER for Basic Services on the basis of Standard Hourly Rates as described in Paragraph 2.0 of Exhibit D as described in Exhibit D Compensation of the Agreement dated April 19, 2017. Hourly rates for Engineer's services under Task 2.6 Special Commissioner Hearings for individual providing expert witness testimony are detailed below.

Total compensation for Task 2.0 – Land Rights and Stakeholder Coordination shall be adjusted to be \$3,414,700.

Total compensation for the Project shall be adjusted to \$6,149,800.

Expert Witness Labor Rate Schedule

Appraiser	\$250 - \$425
Land Planner	\$250
Engineer	\$250 - \$420

Brushy Creek Regional Utility Authority
Phase 1C WTP Expansion and Phase 2 Land Rights and Stakeholder Coordination - Supplemental Amendment No. 6
Labor and Fee Summary

TASK DESCRIPTION	Walker Partners Labor Classifications and Hours									Walker Partners Total Hours	Walker Partners Expenses	Walker Partners Total Cost	Subconsultant Cost			Total Fee
	Project Manager	Senior QA/QC Reviewer	Senior Process Engineer	Project Engineer	Senior Designer	Admin Support	Survey RPLS	2 Man Survey Crew	Survey Technician				Cobb Fendley	Schnabel	M&S	
Task 2.0 - Land Rights and Stakeholder Coordination																
<i>Billing Rate</i>	\$290.00	\$275.00	\$225.00	\$165.00	\$155.00	\$80.00	\$200.00	\$145.00	\$100.00							
2.5 Additional Easement Acquisition																
2.5.6 Project Management, Coordination, Meetings	80	4		40		60	24			208	\$500	\$41,000	\$35,700			\$76,700
2.5.7 Land Acquisition and Right of Way																
2.5.7.1 Surveying	8	8		8		24	240	650	1,100	2,038	\$2,250	\$262,260				\$262,260
2.5.7.2 Negotiation Services	16					24				40	\$100	\$6,660	\$326,040			\$332,700
2.5.7.3 PEC Technical Support	16									16	\$50	\$4,690			\$25,000	\$29,690
Sub Management Fee												\$19,300				\$19,300
SUBTOTAL - Task 2.5 Additional Easement Acquisition	\$34,800	\$3,300		\$7,920		\$8,640	\$52,800	\$94,250	\$110,000	\$311,710	\$2,900	\$333,910	\$361,740		\$25,000	\$720,650
<i>Billing Rate</i>	\$390.00	\$275.00	\$225.00	\$165.00	\$155.00	\$80.00	\$200.00	\$145.00	\$100.00							
2.6 Special Commissioner Hearings																
Sub Management Fee	200	16	16	20	30	20				302	\$750	\$96,300	\$124,300	\$75,000	\$55,850	\$351,450
SUBTOTAL - Task 2.6 Special Commissioner Hearings	\$78,000	\$4,400	\$3,600	\$3,300	\$4,650	\$1,600				\$95,550	\$750	\$109,100	\$124,300	\$75,000	\$55,850	\$364,250
TOTAL HOURS	320	28	16	68	30	128	264	650	1,100	2,604						
TOTAL FEE	\$112,800	\$7,700	\$3,600	\$11,220	\$4,650	\$10,240	\$52,800	\$94,250	\$110,000	\$407,260	\$3,650	\$443,010	\$486,040	\$75,000	\$80,850	\$1,084,900



City of Round Rock

Agenda Item Summary

Agenda Number: G.9

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Green Planet, Inc. for household hazardous waste disposal and collection services.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/11/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$150,000.00

Indexes: Utility Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2019-0288

The City of Round Rock operates a Household Hazardous Waste program (HHW) at the Deepwood Recycling Center. The HHW program allows the citizens of Round Rock to properly dispose of HHW materials which includes, but not limited to, paint, chemicals, fertilizers, herbicides, pesticides, and pool chemicals. As part of the HHW program, the City is required to properly dispose of these materials. Previously, Clean Harbors was hired by the City to perform these services.

The City initiated an invitation to bid in March 2019. Green Planet Inc. provided the lowest bid for these services. The Utilities and Environmental Services Department recommends entering into a 5-year term contract with Green Planet Inc. which will not exceed \$150,000 (\$30,000/year).

Cost: \$150,000

Source of Funds: Utility Fund

RESOLUTION NO. R-2019-0288

WHEREAS, the City of Round Rock has duly advertised for bids for household hazardous waste disposal and collection services, and to purchase associated goods and services; and

WHEREAS, Green Planet, Inc. has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Green Planet, 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 Household Hazardous Waste Collection Activities / Waste Disposal Services with Green Planet, Inc., a copy of said Agreement being attached hereto as Exhibit "A" and incorporated herein.

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

RESOLVED this 11th day of July, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
HOUSEHOLD HAZARDOUS WASTE COLLECTION
ACTIVITIES/WASTE DISPOSAL SERVICES WITH
GREEN PLANET, INC.**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

That this Agreement for purchase of household hazardous waste disposal and collection services, and for related goods and services, referred to herein as the "Agreement," is made and entered into on this the 10 day of the month of JUNE, 2019, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and GREEN PLANET, INC., whose offices are located at 6371 Highway 276 West, Royse City, Texas 75189, referred to herein as the "Services Provider." This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase household hazardous waste disposal and collection services, and to purchase associated goods and services, and City desires to purchase same from Services Provider; and

WHEREAS, City has issued its Invitation for Bid under Solicitation Number 19-006, dated February 2019, for the provision of said goods and services, and City has selected the bid submitted by Services Provider; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified goods and/or services and Services Provider is

obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid under Solicitation Number 19-006 dated February 2019; (b) Services Provider's Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Purchaser's Response to IFB;
- (3) City's Invitation for Bid, Addendums, Exhibits, and Attachments.

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

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

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

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

F. **Services Provider** means Green Planet, Inc., or any of its successors or assigns.

2.01 EFFECTIVE DATE, INITIAL TERM, AND ALLOWABLE RENEWALS

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

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

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

3.01 TRANSFER OF WASTE AND TITLE

Services Provider shall inspect, and where desires, sample, the waste collected from City and prepare an inventory form that indicates the contents of each container of waste. Services Provider shall be considered the Legal Generator of all waste removed from any site in the City

pursuant to this Agreement. Services Provider is to prepare the Generator's Waste Material Profile Sheet and any required manifests. Services Provider shall sign as the Generator and shall not delegate this responsibility to any subcontractor. Any storage, transportation or disposal of waste undertaken pursuant to this Agreement shall comply with all applicable local, state or federal regulations and laws. No transporter or disposal facility shall be utilized if said transporter or facility is not in compliance with any permit, rule or regulation of the EPA, U.S. Department of Transportation, the Texas Railroad Commission, the Texas Commission on Environmental Quality or any other regulatory authority or agency. All wastes collected, transported and disposed of shall be in accordance with the terms and schedules set forth in Exhibit "A."

4.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the goods and services as outlined in City's Invitation for Bid under Solicitation Number 19-006 dated February 2019 and Response to IFB submitted by Services Provider, attached as Exhibit "A" and incorporated herein for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in relevant documents and as offered by Services Provider in its Response to the IFB.

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

5.01 ITEMS AWARDED

All bid items set forth in the IFB (Exhibit "A") are awarded to Services Provider.

6.01 COSTS

City shall pay to Services Provider for services performed the amounts set forth in Attachment A of Exhibit "A" ("Bid Sheet"). The City's payment to Services Provider for services rendered shall not exceed **Thirty Thousand and No/100 Dollars (30,000.00) per year** for a total not-to-exceed amount of **One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00)** for the term of this Agreement.

7.01 INVOICES

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

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

D. Delivery dates.

8.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

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

9.01 NON-APPROPRIATION AND FISCAL FUNDING

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

10.01 PROMPT PAYMENT POLICY

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

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

performed that causes the payment to be late; or

- C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

11.01 GRATUITIES AND BRIBES

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

12.01 TAXES

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

13.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

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

14.01 INSURANCE

Services Provider shall in all respects comply with the provisions delineated in Part II, Paragraph 2 of City's IFB under Solicitation Number 19-006 dated February 2019.

15.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act on its behalf:

Michael Thane
Director of Utilities and Environmental Services
2008 Enterprise Drive
Round Rock, Texas 78664
mthane@roundrocktexas.gov
(512) 218-3236

16.01 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.

17.01 DEFAULT

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

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

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

18.01 TERMINATION AND SUSPENSION

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

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

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

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice

of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

19.01 INDEMNIFICATION

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

20.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and/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 Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel at any time during the term of this Agreement.

21.01 ASSIGNMENT AND DELEGATION

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

22.01 NOTICES

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

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

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

Notice to Services Provider:

Green Planet, Inc.
6371 Highway 276 West
Royse City, TX 75189

Notice to City:

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

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

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

23.01 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.

24.01 EXCLUSIVE AGREEMENT

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

25.01 DISPUTE RESOLUTION

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

26.01 SEVERABILITY

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

27.01 MISCELLANEOUS PROVISIONS

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

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

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

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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

Green Planet, Inc.

By: Virginia Belmore
Printed Name: Virginia Belmore
Title: President
Date Signed: 6-10-19

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-502253

Date Filed:
06/10/2019

Date Acknowledged:

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

Green Planet, Inc.
Royse City, 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.

Solicitation Number 19-006
HHW Collection and Disposal Services

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Virginia Belmore, and my date of birth is 1/31/19.

My address is 6371 State Hwy 276 W., Royse City, Texas, 75189, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Hunt County, State of Texas, on the 10 day of June, 20 19.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Exhibit "A"



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID (IFB)

**HOUSEHOLD HAZARDOUS WASTE COLLECTION AND
DISPOSAL SERVICES**

SOLICITATION NUMBER 19-006

FEBRUARY 2019

Exhibit "A"

City of Round Rock
Household Hazardous Waste
Collection and Disposal Services
IFB 19-006
Class/Item: 926-45
February 2019

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks a bid from firms experienced in the collection and disposal of household hazardous waste (HHW).
2. **BACKGROUND:** The City has been operating a household hazardous waste collection and disposal facility since May 2004. All collection events will be held at the City recycling center located at 310 Deepwood Drive in Round Rock, Texas. This facility will serve approximately 120,000 persons. Participation is expected to serve 1500 to 2000 households annually. It is estimated that fifteen (15) tons (prepackaged waste weight) of hazardous waste will be collected annually. Bids shall be based on this anticipated total tonnage of waste. The City's estimated annual not-to-exceed amount is \$30,000 per year for a total of \$150,000 over the course of the contract.
3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Specifications	Page(s) 10-12
Exhibit A – Non-Conforming Waste List	Page 13
Attachment A – Bid Sheet and Additional Information	Page 14
Attachment B – Reference Sheet	Page 15

4. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

Cheryl Kaufman
Purchasing Supervisor
Purchasing Division
City of Round Rock
Phone: 512-416-5417
E-mail: ckaufman@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

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5. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	February 8, 2019
Optional Pre-Bid Meeting	February 20, 2019 @ 10:00 AM CST
Deadline for submission of questions (if any)	February 22, 2019 @ 5:00 PM, CST
City responses to questions or addendums (if any)	Estimated to be on February 25, 2019
Deadline for submission of responses	February 28, 2019 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://www.roundrocktexas.gov/businesses/solicitations/>.

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

<http://www.roundrocktexas.gov/bids>.

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
7. **PRE-BID MEETING:** A pre-bid meeting will be conducted to fully acquaint Respondents with the difficulties and/or restrictions inherent in the services specified. The pre-bid meeting will be conducted on the date specified in PART I Section 5-Schedule of Events.
- A. Attendance at the pre-bid meeting is optional. Respondents shall sign-in at the pre-bid meeting to document their attendance. The pre-bid meeting shall initially begin at:
- City of Round Rock Recycling Center
310 Deepwood Drive
Round Rock, Texas 78681**
- B. Respondents will be responsible for their own transportation.
- C. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting / site visit.
8. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:
- City of Round Rock
Attn: Cheryl Kaufman
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299**
- A. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date, and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.

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- E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.

9. **RESPONDENT REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondent shall submit one (1) evident signed "Original," one (1) identical to the original electronic copy on a flash drive. The submittal is required to include all addendums and requested attachments. The bid response along with samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, addendums and the attachments identified below shall be submitted with your proposal.

- ☐ **Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation.
- ☐ **Attachment A: BID SHEET AND ADDITIONAL REQUIREMENTS:** The bid response shall be submitted on the itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet will result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response. **Include information regarding the additional requirements requested on separate sheets of paper and include with your response.**
- ☐ **Attachment B: REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

10. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- A. Purchase price;
- B. Reputation of Respondent and of Respondent's goods and services;
- C. Quality of the Respondent's goods and services;
- D. The extent to which the goods and services meet the City's needs;
- E. Respondent's past performance with the City;
- F. The total long-term cost to the City to acquire the Respondent's goods or services;
- G. Any relevant criteria specifically listed in the solicitation.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information.

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11. **CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances
 - A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
12. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
13. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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PART II DEFINITIONS, STANDARD TERMS AND CONDITIONS, AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS, AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing>
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing>

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PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals or partnerships normally engaged in providing household hazardous waste collection and disposal as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - B. Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
 - D. Have been directly responsible for the transportation, storage, and disposal of hazardous waste and worked with a permanent municipal household hazardous collection program for at least twelve months.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in household hazardous waste transportation, packaging, and disposal services.
4. **LEGAL GENERATOR:** The Contractor shall be considered the Legal Generator of all waste removed from the site pursuant to this Agreement. The contractor shall not delegate this responsibility to any subcontractor. Being considered legal generator of waste removed from the site includes, but is not limited to, the Contractor:
 - A. Being listed as the legal generator on the Uniform Hazardous Waste Manifest for such wastes which are subject to manifesting under state or federal law;
 - B. Signing the Generator Certification of the Hazardous Waste Manifest, where applicable, for any class waste transported from the site, certifying proper classification, packaging, labeling and shipping of the waste; and,
 - C. Signing the TCEQ-0757 form as the generator/representative for the contractor as the generator when the use of that form is required by law.
5. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;

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- C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
6. **WORKFORCE:** Successful Respondent shall:
- A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner,
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
 - C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
7. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
8. **PRICE INCREASE:** Contract prices for household hazardous waste collection and disposal shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 15% for any single line item.
- A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
 - B. **Procedure to Request Increase:**
 - i. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:

**City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**
 - ii. Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
9. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance anytime during the contract term.

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10. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
11. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
12. **PERMITS:** The Successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
13. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
14. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
 - A. The method to provide a smooth and orderly transition of services performed from the current contractor;
 - B. Provide City contact(s) information for implementation of agreement.
 - C. Identify specific milestones, goals and strategies to meet objectives.
15. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
 - A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. **The City's designated representative:**

Kim Lutz
Environmental Services Manager
City Recycling Center
310 Deepwood Drive
Round Rock, Texas 78681
Phone: 512-341-3333
E-mail: klutz@roundrocktexas.gov
16. **INTERLOCAL PURCHASING AGREEMENTS**
 - A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

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PART IV SPECIFICATIONS

1. **INTRODUCTION:** The City has been operating a household hazardous waste collection and disposal facility since May 2004. All collection events will be held at the City recycling center located at 310 Deepwood Drive in Round Rock, Texas. This facility will serve approximately 120,000 persons. Participation is expected to serve 1500 to 2000 households annually. It is estimated that fifteen (15) tons (prepackaged waste weight) of hazardous waste will be collected annually. Bids shall be based on this anticipated total tonnage of waste.
2. **SCOPE:** Services shall include, but are not limited to, training City personnel, providing all containers and packing materials for disposal; personnel to pick up, create and apply shipping labels, generate manifests, and transport/dispose of HHW from the City facility on scheduled pickup dates in accordance with the minimum requirements herein and as mutually agreed between the contractor and the City.
3. **SERVICE REQUIREMENTS:** The Contractor shall:
 - A. Comply with all federal, state and local regulations concerning hazardous waste operations. No transporter or disposal facility shall be utilized if said transporter or facility is not in compliance with any permit, rule or regulation of the U.S. Environmental Protection Agency (USEPA), the Texas Commission of Environmental Quality (TCEQ), the Texas Railroad Commission (RRC), the U.S. and Texas Departments of Transportation (DOT), EPA, or any other regulatory authority or agency or any other regulatory authority or agency.
 - B. Obtain and maintain during the term of the Agreement, at no additional charge to the City, all licenses, permits, authorizations, or any documents required by federal, state, county and municipal governments and other authorities so that the contractor may conduct the work necessary to fulfill the requirements of the Agreement.
 - C. Complete a waste manifest that indicates the contents (volume & weight) of each drum or container transferred from the collection site to authorized storage, treatment or disposal facilities. Within seven (7) calendar days following the scheduled pick up date one legible copy of each form shall be submitted to the City's Project Representative. A copy of the Certificate of Disposal shall be provided within fourteen (14) calendar days following the scheduled pick up date to document the site and method of disposal.
 - D. Establish and implement a procedure according to regulations contained in 40 CFR 262.11 to identify unknown or partially identified wastes. This procedure shall at a minimum consist of the following:
 - i. Open and sample containers holding unknown or partially identified wastes.
 - ii. Identify the wastes at the collection site or elsewhere in sufficient detail to permit safe transportation in accordance with applicable regulations.
 - iii. Identify the wastes at the collection site or elsewhere in sufficient detail to permit proper disposal.
 - E. Prepare the Generator's Waste Material Profile Sheet and any required manifests. These documents shall be complete and shall contain the necessary and appropriate signatures. The contractor shall sign as "generator" and the contractor shall sign as "transporter" of the waste.
 - F. Notify the City in writing within 72 hours of receipt any new environmental violations, warning or fines.
 - G. After award, train City personnel (max 8) in proper categorization, segregation, and packaging techniques for HHW collection activities.
 - H. After award, provide a formal safety plan including spill remediation procedures in reference to HHW.
 - I. Provide adequate number of collection containers, packaging materials and required labels for the City to package HHW and to bulk latex and aerosol spray paint.
 - J. Supply drums, collection containers, and spill materials to be delivered as specified in Item 6 of this scope of work.
 - K. Assume generator status of HHW picked up from the City HHW facility.

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- L. Collect, transport, and dispose of household hazardous wastes from the City collection.

4. **TRAINED PERSONNEL:**

- A. Within thirty (30) days of award, the Contractor shall confirm a schedule to train City personnel to properly HazCat, segregate, and package wastes to meet Department of Transportation (DOT) requirements. This training shall also include spill remediation and unknown identification procedures.
- B. Training of City personnel shall be conducted by qualified and/or certified individual(s) and shall be held at a designated City facility.

5. **HANDLING AND SUPPLIES:**

- A. Any storage, transportation or disposal of hazardous or nonhazardous waste undertaken by the contractor under this Agreement shall comply with all applicable local, state, or federal regulations and law. No transporter or disposal facility shall be utilized if said transporter or facility is not in compliance with any permit, rule, or regulation of the Environmental Protection Agency, US Department of Transportation, the Texas Railroad Commission, the TCEQ or any other regulatory authority or agency.
- B. The Contractor shall store wastes at its storage facility in compliance with the requirements of the hazardous waste rules, 30 Texas Administrative Code Chapter 335, and local fire codes and ordinances. The contractor shall continue to store the wastes at the storage facility, in accordance with these requirements until authorized to ship the wastes from the facility.
- C. The Contractor shall treat or stabilize wastes and perform laboratory analyses on unidentified or partially identified wastes in compliance with the requirements of the hazardous waste rules, Title 30 Texas Administrative Code Chapter 335.
- D. Within thirty (30) days of award, contractor shall include a site visit to the City Collection Facility and provide the City with an adequate number of drums, collection containers, spill control materials and required labels for packaging of HHW and to bulk latex and aerosol spray paint.

6. **SCHEDULED PICKUP:** Nonconforming wastes, as listed in Exhibit A, will not be accepted during the scheduled pick up dates. The Contractor shall:

- A. Provide a formal spill control plan that lists required materials and employees trained to initiate immediate corrective action in the case of a spill or release associated with the scheduled HHW pick up dates. The plan shall include the management and recovery of any unplanned spill or release of wastes into the environment. These trained employees shall also serve as chemists and/or technicians. Documentation of training must be submitted.
- B. Provide adequate number of personnel on scheduled HHW pick up days (disposal chemists and/or technicians) who must have completed, at a minimum, 40-hour hazardous materials certification training and physically worked on three (3) chemical waste collection jobs, to perform all segregation, inventorying, packaging bulking, manifesting and transportation activities for the collected wastes.
- C. Provide all equipment necessary to properly unload, handle, weigh, identify unknowns or partially identified wastes, properly package, label, and transport all collected wastes.
- D. Provide all personal protective equipment required by all local, state, and federal regulations for hazardous waste operations.
- E. Pick up for transport and disposal all HHW collected by the City.
- F. Pick-up shall be made within 7-10 days of the request for services

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7. **DISPOSAL:** Contractor shall make and implement all arrangements needed for the proper disposal of the wastes received during the scheduled pick up dates, including the following:
 - A. The disposition of the wastes collected shall be by direct transportation from the collection site to a licensed TSD (Transportation, Storage and Disposal) facility authorized under the Resource Conservation and Recovery Act (RCRA), subject to approval by to the City's Project Representative. In addition, said disposal facility shall be free of any pending enforcement or compliance proceedings with the EPA, TCEQ, or other local and state regulatory agencies.
 - B. If the wastes will be disposed of outside of the State of Texas, the Contractor shall list the sites.
 - C. Wastes that cannot be incinerated will be authorized for disposal at a permitted hazardous waste landfill.
 - D. The EPA and TCEQ Identification Numbers for the collection activities shall be submitted with the bid. These numbers will be used to identify and treat collected wastes.
8. **CITY RESPONSIBILITIES:** The City shall:
 - A. Conduct HHW collections independent of contractor.
 - B. Categorize, segregate, and package HHW.
 - C. Provide a skid steer loader with fork lift attachment and an operator for loading purposes.
 - D. Contact contractor when disposal is necessary. The scheduled pick up date will be determined as the amount of waste for disposal accumulates. The City will provide a minimum of seven to ten working days' notice prior to pick up.
 - E. Sort and properly package material received during the collection events.
 - F. Accept only residential quantities of HHW from participants and I not accept nonconforming wastes during collection activities. Nonconforming wastes are listed in Exhibit A.
 - G. Identify a Representative who will be responsible for providing supervision and verification of all work performed under this Agreement.
9. **SERVICE REQUIREMENTS:** Services shall be performed at:

City of Round Rock Recycling Center
310 Deepwood Drive
Round Rock, TX 78681
10. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
 - A. **Respondent's Point of Contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. The City's designated representative shall be:

Kim Lutz
Environmental Services Manager
City of Round Rock – Environmental Services
2008 Enterprise Drive
Round Rock, TX 78664 (512) 341-3333
kiml@roundrocktexas.gov

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Exhibit A Non-Conforming Waste

The following products and wastes shall not be accepted at the collection event.

1. Explosive or potentially shock sensitive materials.
2. Herbicides containing 2,4,5-T and Silvex
3. Products containing Pentachlorophenol.
4. Biological, etiologic, infectious materials, and medical wastes.

Any other wastes which the Project Representatives deem unacceptable.

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ATTACHMENT A BID SHEET AND ADDITIONAL REQUIREMENTS

1. **BID SHEET:** The bid sheet is posted in Solicitation Documents for IFB 19-006 Household Hazardous Waste Collection and Disposal Services in an Excel format on the City of Round Rock website at: <https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
 - A. In order to be considered responsive the Bid Sheet must be completed, signed by an authorized representative, and returned by the deadline for submission of response indicated in Part I Section 5 – Schedule of Events.
 - B. All prices shall include: hazardous waste training, waste analyses, identification, characterization, packaging, transportation, storage, spill material, disposal, required reporting, labor, per diem, travel and all necessary equipment, supplies, and services.
 - C. Per container pricing shall be provided. These costs shall be all inclusive (packaging, containers, transport, disposal and identification).
 - D. The Respondent, by submitting and signing the Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
 - E. Unit prices must be submitted for all services listed on the Bid Sheet to be deemed responsive. An entry of "0" will be interpreted by the City as no cost to the City. Unauthorized changes to the bid sheet may result in disqualification of the bid. If there is any confusion regarding how the City is requesting pricing the vendor is responsible for submitting questions to the buyer listed on the solicitation in order to receive clarification.
 - F. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>.
 - G. By the signature affixed on Attachment A-Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business."
 - H. The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications, and the amounts shown on bid sheet.
 - I. Exceptions to the terms and conditions or insurance requirements of this solicitation will result in your bid being deemed non-responsive.
2. **ADDITIONAL REQUIREMENTS:** Provide the below information as an attachment to the official bid.
 - A. Provide a list of all disposal facilities, within or outside of Texas, planned for use.
 - B. Provide EPA and TCEQ Identification Numbers to collect, transport, and dispose of hazardous waste.
 - C. Divulge any and all environmental violations, warnings or fines for which it was cited during the last five calendar years.
 - D. Within seven days of award, the Contractor shall submit a list of their employees and appropriate training/certifications.
 - E. Bidders shall submit a written statement indicating that they meet all requirements stated in the scope of work and will perform the work in accordance with the City's terms and conditions.

Exhibit "A"

ATTACHMENT A BID SHEET AND ADDITIONAL REQUIREMENTS

Exhibit "A"

BID SHEET

Exhibit "A"

IFB 19-006 BID SHEET

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 19-006 Household Hazardous Waste Collection and Disposal Services. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments, and all documents incorporated by reference, and agrees to be bound by the terms therein.

An anticipated total Contract award will be made by the City in an amount not to exceed \$30,000 per year. This is an estimate only, the City reserves the right to order more or less.

Special Instructions: Be advised that exceptions taken to any portion of the solicitation will disqualify acceptance of the bid.

Per the solicitation document all costs (including transportation fees) shall be rolled into the below listed prices. No modifications are allowed to the City bid sheet, attach any necessary price explanation on a separate page.

Item #	Item Description	Quantity	Unit Type	Unit Price	Extended Price
1	Flammable Liquid/Poison (lab pack)	22	55 Gallon Drum	\$300.00	\$6,600.00
2	Flammable Liquid Bulked	5	55 gal	\$125.00	\$625.00
3	Flammable Solids (lab pack)	1	5 gal	\$100.00	\$100.00
4	Corrosive Liquid Acid (lab pack)	3	30 gal	\$250.00	\$750.00
5	Corrosive Liquid Base (lab pack)	3	30 gal	\$250.00	\$750.00
6	Solid Toxic (lab pack)	5	55 gal	\$300.00	\$1,500.00
7	Liquid Toxic (lab pack)	5	55 gal	\$300.00	\$1,500.00
8	Liquid Toxic bulked	2	55 gal	\$200.00	\$400.00
9	Aerosols (non paint lab pack)	3	55 gal	\$200.00	\$600.00
10	Aerosols (paint lab pack)	3	55 gal	\$200.00	\$600.00
11	Oil based paint in cans	15	yd ³ Box	\$550.00	\$8,250.00
12	Latex paint bulk (Landfill Disposal)	25	55 gal	\$125.00	\$3,125.00
13	Latex paint bulk (Recycling)	25	55 gal	\$151.00	\$3,775.00
14	Oxidizer Solid (lab pack)	2	30 gal	\$450.00	\$900.00
15	Oxidizers Liquid (lab pack)	2	30 gal	\$450.00	\$900.00
16	Amines (lab pack)	1	5 gal	\$95.00	\$95.00
17	Isocyanates (lab pack)	1	5 gal	\$125.00	\$125.00
18	Organic Peroxide (lab pack)	1	5 gal	\$225.00	\$225.00
19	Reactives such as calcium carbide, zinc powder, sodium metal (lab pack)	1	5 gal	\$495.00	\$495.00
20	Mercury debris (lab pack)	1	5 gal	\$75.00	\$75.00
TOTAL QUOTE					\$31,390.00

Exhibit "A"

IFB 19-006 BID SHEET


The information provided below will become part of the contract but will not be evaluated for cost.					
				\$55.00	
25	Personnel Required - Chemist	1	Hour		\$55.00
26	Personnel Required - Technician	1	Hour	\$35.00	\$35.00
27	City Personnel Training	1	Class	\$650.00	\$650.00
 COMPANY NAME: Green Planet, Inc.					
SIGNATURE OF AUTHORIZED					
REPRESENTATIVE: PRINTED NAME			Virginia Belmore		
EMAIL ADDRESS:			Vbelmore@greenplanetinc.com		
PHONE NUMBER:			(972) 636-1515		

Exhibit "A"

ADDITIONAL REQUIREMENTS SECTION A

Exhibit "A"

DISPOSAL FACILITIES

1. EPA/TCEQ Registration Number(s) TXD055141378/50089
Company Name Clean Harbors Deer Park, LP
Address 2027 Independence Pkwy, La Port TX 77571
Point of Contact Jim Guyton
Telephone No.: (281) 910-7678
(214) 631-4768 Fax
2. EPA/TCEQ Registration Number(s) ARD069748192/D0005
Company Name Clean Harbors El Dorado, LLC
Address 309 American Circle, El Dorado, AR 71730
Point of Contact Jim Guyton
Telephone No.: (281) 910-7678
(206) 337-1765 Fax
3. EPA/TCEQ Registration Number(s) TXD069452340/50052
Company Name US Ecology Texas, L.P.
Address 3277 CR 69, Robstown, TX 78380
Point of Contact Ben Bennett
Telephone No.: (800) 242-3209
(361) 387-0577 Fax
4. EPA/TCEQ Registration Number(s) 1417B
Company Name Turkey Creek Landfill
Address 9100 S IH 35 W, Alvarado, TX 76009
Point of Contact Mike Templin
Telephone No.: (817) 790-0311
(817) 783-6257 Fax
5. EPA/TCEQ Registration Number(s) TXR000082132
Company Name Midstate Environmental Services, LP
Address 400 Della Road, Hutchins, Texas 75401
Point of Contact Terry Pefuhl
Telephone No.: (214) 748-5764
(214) 761-1039 Fax
6. EPA/TCEQ Registration Number(s) TXR000079479/88812
Company Name Green Planet, Inc.
Address 6371 State Hwy 276 W., Royse City, TX 75189
Point of Contact Hassan Aicha
Telephone No.: (972) 636-1515
(972) 636-3948 Fax

Exhibit "A"

7. EPA/TCEQ Registration Number(s) TXD055135388/50267
Company Name SET Environmental Services
Address 5738 Cheswood Street, Houston, TX 77087
Point of Contact Lisa Beard
Telephone No.: (713) 645-8710
(713) 649-1027 Fax
8. EPA/TCEQ Registration Number(s) TXD008029191/32696
Company Name Lighting Resources Texas, LLC
Address 101 E. Bowie Street, Fort Worth, TX 76110
Point of Contact Brian Anderson
Telephone No.: (817) 921-1440
(817) 921-1504 Fax
9. EPA/TCEQ Registration Number(s) TXCESQG/86149
Company Name Pure Chem. Inc.
Address 11050 South US Highway 287, Rhome, TX 76078
Point of Contact Chris Ludwig
Telephone No.: (817) 636-2089
(817) 283-8818 Fax
10. EPA/TCEQ Registration Number(s) TND000772186/D0047
Company Name Tradebe Treatment and Recycling of Tennessee LLC
Address 5485 Victory Lane, Millington, TN 38053
Point of Contact Paul Foster
Telephone No.: (832) 425-1808
(408) 519-3407 Fax
11. EPA/TCEQ Registration Number(s) TXD069452340/50052
Company Name US Ecology Texas, LP
Address 3277 County Road 69, Robstown, TX 78380
Point of Contact Kathy Yeary
Telephone No.: (800) 242-3209
(361) 387-0577 Fax

Exhibit "A"

ADDITIONAL REQUIREMENTS SECTION B

This registration does not constitute authorization of any waste management activities or facilities listed below. The registration reflects hazardous and/or industrial waste generation and management activities for which the registrant has provided notification. Requirements for solid waste management are provided by Texas Administrative code section 335 of the rules of the Texas Commission on Environmental Quality (TCEQ). Changes or additions to waste management methods referred to in this notice require written notification to the TCEQ.

Solid Waste Registration Number: 88812 EPA Id: TXR0000079479

The Solid Waste Registration Number provides access to computerized and filed information pertaining to your operation. Please refer to that number in any correspondence.

Company Name: Green Planet Inc
Site Name: Green Planet
Site Location: 6371 State Highway 276 W, Royse City, TX
Primary Contact: Belmore, Virginia
Mailing Address: PO Box 743966
Dallas, TX 75374-3966
Registration Status: Active
Registration Type: Transporter Transfer Facility
Transporter Type: For hire Transport own waste
Transport Wst Class: 1 2 H Other Used Oil

Business Description: Transportation of Hazardous and Non Hazardous waste, oil, antifreeze and absorbent waste.

NAICS Code: 484110 General Freight Trucking, Local
Tax Identification #: 30119396791
Handler Status:

Operator Information
Name: Green Planet Inc
Phone: 972-636-1515
Address: PO Box 743966
Dallas, TX, 75374-3966

Billing Contact:
Billing Address:

Owner Information
Name: Green Planet Inc
Phone: 972-636-1515
Address: PO Box 743966
Dallas, TX, 75374-3966

Title: Phone:

As of 11/30/2009 - the next unassigned sequence number for WASTES is 0001 and
the next unassigned sequence number for UNITS is 001.

Section 335, Chapter 31 of the Texas Administrative Code specifies the notification, record keeping, manifesting and reporting requirements for hazardous and industrial solid wastes.

Region: 4 Initial Registration Date: 04/10/2009
County: 199 Rockwall
Land Type: Private
Title: President
Last Amendment Date:
Last Date NOR Computer update: 11/30/2009
Phone: 972-636-1515
6371 State Highway 276 W
Royse City, TX 75189-5204
Reporting Method: STEERS

Exhibit "A"

ADDITIONAL REQUIREMENTS SECTION C

- N/A, See Compliance History Report Attached on Next Page

Exhibit "A"

The TCEQ is committed to accessibility.

To request a more accessible version of this report, please contact the TCEQ Help Desk at (512) 239-4357.



Compliance History Report

Compliance History Report for CN600534523, RN105727010, Rating Year 2017 which includes Compliance History (CH) components from September 1, 2012, through August 31, 2017.

Customer, Respondent, or Owner/Operator:	CN600534523, Green Planet, Inc.	Classification: HIGH	Rating: 0.00
Regulated Entity:	RN105727010, GREEN PLANET	Classification: HIGH	Rating: 0.00
Complexity Points:	12	Repeat Violator:	NO
CH Group:	14 - Other		
Location:	6371 STATE HIGHWAY 276 W ROYSE CITY, TX 75189-5227, ROCKWALL COUNTY		
TCEQ Region:	REGION 04 - DFW METROPLEX		
ID Number(s):			
INDUSTRIAL AND HAZARDOUS WASTE EPA ID TXR000079479	INDUSTRIAL AND HAZARDOUS WASTE SOLID WASTE REGISTRATION # (SWR) 88812		
INDUSTRIAL AND HAZARDOUS WASTE PERMIT 88812	SLUDGE REGISTRATION 24174		
STORMWATER PERMIT TXRNEX664	USED OIL REGISTRATION A85969		
USED OIL EPA ID TXR000079479			
Compliance History Period:	September 01, 2012 to August 31, 2017	Rating Year: 2017	Rating Date: 09/01/2017
Date Compliance History Report Prepared:	January 22, 2018		
Agency Decision Requiring Compliance History:	Information Request		
Component Period Selected:	September 01, 2012 to August 31, 2017		
TCEQ Staff Member to Contact for Additional Information Regarding This Compliance History.			
Name: Enforcement Division	Phone: (512) 239-2545		

Site and Owner/Operator History:

- | | |
|----------------------------------------------------------------------------------------------------|-----|
| 1) Has the site been in existence and/or operation for the full five year compliance period? | YES |
| 2) Has there been a (known) change in ownership/operator of the site during the compliance period? | NO |

Components (Multimedia) for the Site Are Listed in Sections A - J

A. Final Orders, court judgments, and consent decrees:
N/A

B. Criminal convictions:
N/A

C. Chronic excessive emissions events:
N/A

D. The approval dates of investigations (CCEDS Inv. Track. No.):
Item 1 March 14, 2013 (1074019)
Item 2 June 19, 2015 (1252149)

E. Written notices of violations (NOV) (CCEDS Inv. Track. No.):
A notice of violation represents a written allegation of a violation of a specific regulatory requirement from the commission to a regulated entity. A notice of violation is not a final enforcement action, nor proof that a violation has actually occurred.
N/A

F. Environmental audits:
N/A

Exhibit "A"

G. Type of environmental management systems (EMSs):

N/A

H. Voluntary on-site compliance assessment dates:

N/A

I. Participation in a voluntary pollution reduction program:

N/A

J. Early compliance:

N/A

Sites Outside of Texas:

N/A

Exhibit "A"

ADDITIONAL REQUIREMENTS SECTION E

- This is stated on Cover Page

Exhibit "A"

City of Round Rock
Household Hazardous Waste
Collection and Disposal Services
IFB 19-006
Class/Item: 926-45
February 2019

ATTACHMENT B: REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 19-006

RESPONDENT'S NAME: Virginia Belmore DATE: 02/08/2019

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

- | | | |
|----|-----------------------|------------------------------------------------------|
| 1. | Company's Name | <u>City of San Marcos</u> |
| | Name of Contact | <u>Amy Kirwin</u> |
| | Title of Contact | <u>Solid Waste Coordinator</u> |
| | E-Mail Address | <u>akirwin@sanmarcostx.gov</u> |
| | Present Address | <u>630 East Hopkins</u> |
| | City, State, Zip Code | <u>San Marcos, TX 78666</u> |
| | Telephone Number | <u>(512) 618-9951 Fax Number. (512) 392-4612</u> |
| | | |
| 2. | Company's Name | <u>City of Frisco</u> |
| | Name of Contact | <u>Jerry White</u> |
| | Title of Contact | <u>Environmental Safety Officer</u> |
| | E-Mail Address | <u>jwhite2@friscotexas.gov</u> |
| | Present Address | <u>6101 Frisco Sqaure Blvd</u> |
| | City, State, Zip Code | <u>Frisco, TX 75034</u> |
| | Telephone Number | <u>(972) 292-5500 Fax Number. ()</u> |
| | | |
| 3. | Company's Name | <u>City of Abilene</u> |
| | Name of Contact | <u>David Jorgenson</u> |
| | Title of Contact | <u>Environmental Safety Officer</u> |
| | E-Mail Address | <u>david.jorgenson@abilenetx.com</u> |
| | Present Address | <u>2209 Oak Street</u> |
| | City, State, Zip Code | <u>Abilene, TX 79602</u> |
| | Telephone Number | <u>(325) 672-2209 Fax Number: (325) 738-8045</u> |

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.



Exhibit "A"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/11/2019

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 have ADDITIONAL INSURED provisions or 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 Insurance One Agency, L.C. 14180 Dallas Parkway Suite 900 Dallas TX 75254	CONTACT NAME: Denise Leverett (please email COI requests) PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: denise@insuranceoneagency.com INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Foster Specialty Insurance Company INSURER B: Arch Specialty Insurance Co INSURER C: Texas Mutual Insurance Company INSURER D: INSURER E: INSURER F:	NAIC # 44520 11150 22945
INSURED Green Planet, Inc 6371 Highway 276 W Royse City TX 75189		

COVERAGES**CERTIFICATE NUMBER:** 2018-2019**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER			EPK124028	09/10/2018	09/10/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OPAGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			F8CAT0434300	09/10/2018	09/10/2019	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 type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EFX111335	09/10/2018	09/10/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001194566	09/10/2018	09/10/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability/E&O			EPK124028	09/10/2018	09/10/2019	each claim 1,000,000

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

Certificate holder and its officers, employees, and elected officials as the interest of each insured may appear are named additional insured's where required by written contract

Waiver of subrogation in favor of additional insured's. 30 day notice of cancellation unless 10 day for non payment of premium.

CERTIFICATE HOLDER**CANCELLATION**City of Round Rock
221 East Main Street

Round Rock

TX 78664

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. **Section III – Who Is An Insured** within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Exhibit "A"

Policy: EPK124028

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work" for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Exhibit "A"

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank. Green Planet, Inc.		
2 Business name/deregulated entity name, if different from above (Leave blank)		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any): _____ Exemption from FATCA reporting code (if any): _____ (Check all that apply)	
<input type="checkbox"/> Individual sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	5 Address (number, street, and apt. or suite no.) See instructions. 6371 State Highway 276 West 6 City, state, and ZIP code Royse City, TX 75189 7 List account number(s) here (optional)	
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number to Give the Requester</i> for guidelines on whose number to enter.		
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any), indicating that I am exempt from FATCA reporting is correct. Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person ▶ <i>Virginia Belmont</i>	Date ▶ <i>1-3-19</i>
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later.		

City of Austin
Small and Minority Business Resources Department
certifies that

Green Planet, Inc.

meets all the criteria established by the City of Austin Minority-Owned and Women-Owned Business Enterprise Procurement Program, and is certified as a

Women-Owned Business Enterprise
with the City of Austin.



[Signature]

Veronica Briseño, Director
Small and Minority Business Resources Department

EXPIRATION DATE:

7/12/2020

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year.

Verification of certification status can be obtained by calling 512.974.7645.

CITY'S VENDOR CODE: GRE8304338

Exhibit "A"



Disadvantaged Business Enterprise (DBE)
Green Planet, Inc.

Green Planet, Inc.

has filed with the Agency an Affidavit as defined by NCTRCA Disadvantaged Business Enterprise (DBE) 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:

NAICS 562112: HAZARDOUS WASTE COLLECTION
NAICS 562211: HAZARDOUS WASTE TREATMENT AND DISPOSAL
NAICS 562219: OTHER NONHAZARDOUS WASTE TREATMENT AND DISPOSAL

This Certification commences June 6, 2018 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual No Change Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

CERTIFICATION NO. WFDB39141Y0619



Ericia Mitchell

Certification Administrator

Exhibit "A"



Women Business Enterprise (WBE)
Green Planet, Inc.

Green Planet, Inc.

has filed with the Agency an Affidavit as defined by NCTRCA Women Business Enterprise (WBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 562112: HAZARDOUS WASTE COLLECTION
NAICS 562211: HAZARDOUS WASTE TREATMENT AND DISPOSAL
NAICS 562219: OTHER NONHAZARDOUS WASTE TREATMENT AND DISPOSAL

This Certification commences September 5, 2018 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: September 30, 2020
Issue Date: September 5, 2018
CERTIFICATION NO. WFWB76036N0920

Erica Mitchell

Certification Administrator

Exhibit "A"



Small Business Enterprise (SBE)
Green Planet, Inc.

Green Planet, Inc.

has filed with the Agency an Affidavit as defined by NCTRCA Small Business Enterprise (SBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas

NAICS 562112: HAZARDOUS WASTE COLLECTION
NAICS 562211: HAZARDOUS WASTE TREATMENT AND DISPOSAL
NAICS 562219: OTHER NONHAZARDOUS WASTE TREATMENT AND DISPOSAL

This Certification commences September 5, 2018 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: September 30, 2020
Issued Date: September 5, 2018
CERTIFICATION NO. WFSB47751N0920

Certification Administrator

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:
2019-502253

Date Filed:
06/10/2019

Date Acknowledged:

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

Green Planet, Inc.
Royse City, 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.

Solicitation Number 19-006
HHW Collection and Disposal Services

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Virginia Belmore, and my date of birth is 1/31/19.

My address is 6371 State Hwy 276 W., Royse City, Texas, 75189, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Hunt County, State of Texas, on the 10 day of June, 20 19.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.10

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Halff Associates, Inc. for the Chisholm Valley Storm Drain Improvements - Area 3 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 7/11/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$131,535.00

Indexes: 2014 Drainage Revenue Bonds

Attachments: Resolution, Exhibit A, Form 1295, Map

Department: Utilities and Environmental Services

Text of Legislative File 2019-0289

The City previously entered into an Engineering Services Contract with Halff Associates, Inc. for providing a drainage assessment of the Chisholm Valley Neighborhood Area. This area has a history of local drainage issues and flooding as identified by residents, property owners, and City staff.

Under the Chisholm Valley Drainage Assessment, the City previously retained Halff Associates to analyze the Chisholm Valley Neighborhood to identify and quantify local flooding and determine the level of service provided by the existing drainage infrastructure. A hydraulic 2D model was developed that identified potential flooded habitable structures and flood inundation areas outside of public ROW. After identifying all existing problem areas within the neighborhood, the project was subdivided into five areas and flood mitigation solutions were developed for the flood risk areas that were identified in the existing conditions analysis. A cost estimate was developed for each of the improvements. These estimates were used to determine the feasibility of each of the areas based on the total number of structures mitigated. Area 3 was selected as the area with the greatest number of mitigated structures.

The scope of services for this contract includes the design of construction plans and bidding documents for Area 3 of the proposed improvements for the neighborhood. The Utilities and Environmental Services Department recommends upgrades and new storm sewer infrastructure to mitigate some of the flooding. The goal is to reduce flooding in some of the areas with known issues by installing new storm sewer pipes and inlets to remove some of the

structures from being inundated with stormwater.

Cost: \$131,535

Source of Funds: 2014 Drainage Revenue Bonds

RESOLUTION NO. R-2019-0289

WHEREAS, the City of Round Rock desires to retain engineering services for the Chisholm Valley Storm Drain Improvements – Area 3 Project, and

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

WHEREAS, the City Council desires to enter into said contract with Halff Associates, Inc.,
Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with Halff Associates, Inc. for the Chisholm Valley Storm Drain Improvements – Area 3 Project, a copy of said contract being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 11th day of July, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

**EXHIBIT
"A"**



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

FIRM: HALFF ASSOCIATES, INC. ("Engineer")
ADDRESS: 9500 Amberglen Boulevard, Building F, Suite 125, Austin, TX 78729
PROJECT: Chisholm Valley Storm Drain Improvements – Area 3

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2019 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

CONTRACT DOCUMENTS

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

ARTICLE 1 **CITY SERVICES**

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

ARTICLE 2 **ENGINEERING SERVICES**

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

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

ARTICLE 3 **CONTRACT TERM**

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

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

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

ARTICLE 4 **COMPENSATION**

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

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

The maximum amount payable under this Contract, without modification of this Contract as provided herein, is the sum of One Hundred Thirty-One Thousand Five Hundred Thirty-Five and No/100 Dollars, (\$131,535.00). Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the work and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B entitled "Engineering Services". Satisfactory progress of work shall be an absolute condition of payment.

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

ARTICLE 5 **METHOD OF PAYMENT**

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

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

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

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

ARTICLE 6

PROMPT PAYMENT POLICY

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

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

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

ARTICLE 7

NOTICE TO PROCEED

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

ARTICLE 8

PROJECT TEAM

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

Federico Sanchez
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 218-6609

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

Paul Morales, PE
Project Manager
9500 Amberglen Boulevard, Building F, Suite 125
Austin, TX 78729
Telephone Number (512) 777-4547
Fax Number (512) 252-8141
Email Address pmorales@halff.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:

Paul Morales, PE
Project Manager
9500 Amberglen Boulevard, Building F, Suite 125
Austin, TX 78729

ARTICLE 33
GENERAL PROVISIONS

(1) Time is of the Essence. Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to City due to Engineer's negligent failure to perform City may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of City's additional legal rights or remedies.

(2) Force Majeure. Neither City nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

(4) Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Engineer makes no warranties, express or implied, under this Contract or otherwise, in connection with the Engineering Services.

(5) Opinion of Probable Cost. Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

(6) Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

ARTICLE 34 **SIGNATORY WARRANTY**

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing City to enter into this Contract.

IN WITNESS WHEREOF, the City of Round Rock has caused this Contract to be signed in its corporate name by its duly authorized City Manager or Mayor, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

CITY OF ROUND ROCK, TEXAS

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

ATTEST:

By: _____
Sara L. White, City Clerk

HALFF ASSOCIATES, INC.

By: Cindy Engelhardt
Signature of Principal Water Resource Team Lead
Printed Name: Cindy Engelhardt

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

The City will provide the following information and other assistance to the Engineer that the City deems appropriate and necessary:

1. Any readily available pertinent existing information relating to the services to be performed by the Engineer; the City will provide one copy of such information in a format chosen by the City. This may include plans, as-built data, GIS data, or previous studies in or adjacent to the project area.
2. Provide survey control points such as horizontal control points, benchmark elevations and descriptions for vertical control.
3. Provide as-builts plans for utilities and public facilities within and adjacent to the project limits.
4. Provide coordination for any drainage easements needed for the project.
5. Provide coordination with utility adjustments and proposed relocation plans.
6. Clear direction and/or response to questions or requests made by the Engineer in the course of the Engineer's performance of services.
7. Timely review of deliverables that have been properly completed and submitted by the Engineer; and timely provisions of comments, if any, to the Engineer resulting from said reviews.
8. Assist with access to property required to perform any field investigations required as part of the Engineer's scope of work.
9. City will conduct field observations and gather measurements as needed for the project.
10. Assist in obtaining street cut permits as required with the City and/or TxDOT.

EXHIBIT B

Engineering Services

1. PROJECT PURPOSE

The purpose of the project is to identify and quantify flood risk areas within the Chisholm Valley neighborhood project limits. Previous work authorization has developed flood mitigation solutions to reduce local flooding within the neighborhood. Work Authorization No. 1, focused on data collection, development of a preliminary 2D hydraulic model, and identification of five (5) flood problem areas within the Chisholm Valley neighborhood. Work Authorization No. 2 developed flood mitigation solutions for the flood risk areas that were identified in Work Authorization No.1: Study Areas 1 through 5.

At the request of the CORR Stormwater Staff, Halff Associates, Inc. (Engineer) has developed this scope and fee proposal to advance the project into design phase services for Study Area 3 in the Chisholm Valley neighborhood (see Figure 1). These services include storm drain design and ground survey, utility investigation and identification of environmental constraints to support the design process. Proposed Study Area 3 flood mitigation solutions included new storm drain on Roundup Trail, Chisholm Valley Drive, and Sagebrush Drive. This proposal assumes that the flood mitigation solution documented in *Technical Memo – Chisholm Valley Drainage Assessment Project - Work Authorization No. 2 Flood Reduction Alternative Study*, dated 3-19-2019, for Study Area 3.



Figure 1. Study Area 3 Project Limits

2. SCOPE OF WORK

The scope of work for the services to be provided under this work authorization may include the following tasks:

Chisholm Valley – Study Area 3 Flood Mitigation Design

- Task 1: Project Management
- Task 2: Site Data Acquisition
- Task 3: Preliminary Engineering Design (30%)
- Task 4: 60% Design Phase Submittal
- Task 5: 100% Design Phase Submittal
- Task 6: QA/QC

Task 1: Project Management

Perform general project management and coordination during the course of the project including the following:

- Conduct and attend project kick-off and data gathering meeting with the City to discuss any additional information not gathered in previous work authorizations.
- Prepare meeting minute summaries for applicable meetings during the project.
- Create and submit monthly invoices in required city format.
- Prepare monthly progress reports that will be submitted to the City with invoices to provide a written account of the progress made to date on the project.

Task 2: Site Data Acquisition

The purpose of this task is to acquire detailed field data required for civil design of the proposed storm drain improvements. This task will include the collection of data by the means of site visits (assume 3 visits), topographic surveys, subsurface utility investigations, and environmental constraints. Geotechnical engineering is not anticipated and not included in this scope of work. If geotechnical engineering is needed, additional services will be requested at that time.

2.1 Site Visit

- Two (2) site visits are estimated to obtain an understanding of the field conditions, limitations, and constraints.

2.2 Topographic Survey

- Design survey shall include a minimum on the ground shots at 25-foot centers chain all tops, toes and breaklines for approximately 2,500 LF of ROW.
- City monuments and/or benchmarks shall be used for horizontal and vertical control.
- All field survey data submitted to the TPWD shall be based on the North American Datum of 1983 (NAD83) horizontal coordinate system in the State Plane Central Texas Zone 3 (FIPS 4203). All vertical coordinates and surveyed elevations shall be based on the North American Vertical Datum of 1988 (NAVD88). All field survey data shall be measured in US survey feet.
- Reduce field data and create an existing ground surface (TIN) and 1' interval counter workmap (CAD) for design.
- Elevations of the rim and flowline of wastewater lines and storm drains will be taken at accessible manholes.

- Property boundary and construction staking survey are not included in this scope of work. If these services are needed, additional services will be included at that time.

Subsurface Utility Investigation

- Conduct subsurface utility engineering (SUE) investigation at a Quality Level-A.
- Conduct field visit to identify location of test holes for Quality Level-A investigation.
- Conduct Quality Level-A utility location up to three (3) test holes on various waste water lines, water lines, and storm drains. Halff will cut up to a 12" square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the approximate centerline location of the utility. A jackhammer will be utilized for work to be performed in asphalt and concrete areas.
- Conduct Quality Level-B utility designation only for the purpose of setting up Quality Level-A Test Hole locations utilizing geophysical prospecting equipment and marking with paint and/or pin flags. Designation of adjacent utilities not scheduled for a test hole is not part of this Scope of Services.
- Because of limited utility record information and the possibility of non-conductive/un-toneable utilities, Halff cannot guarantee all utilities will be found and marked within the project limits.
- Quality Level-A Test Hole Data Form deliverables for the Quality Level-A Test Hole excavations indicating depth, location and other notable characteristics of the utility will be provided in MicroStation and/or AutoCAD format along with PDFs and photos.

Environmental Desktop Assessment

- Conduct a desktop level environmental assessment to determine potential environmental permitting needs and constraints that will include Federal, State, and local agencies.
- Potential permitting requirement may include USACE Nationwide Permit, USFWS Threatened and Endangered Species, and THC Cultural Resources.
- Coordination with Federal, State, and local agencies are not included in this scope of work.

Task 3: Preliminary Engineering Design (30%)

The preliminary engineering design will refine the hydraulic model with data acquired in Task 2 and will develop 30% preliminary design based on the flood mitigation design concept developed in the technical memo prepared by Halff on 3-19-2019 for Study Area 3. These design services assume the storm drain trench will be backfilled and the roadway surface repaired to match the existing roadway cross section and the full roadway width will not be constructed. Tasks will include the following:

- Refine 2D hydraulic model with updated survey data to validate conceptual flood mitigations for Study Area 3 only. Prepare a brief summary of the results to be included in the Preliminary Engineering Design Technical Memo.
- Attend one Webex design meeting to discuss the preliminary engineering design with City staff.

- Prepare 11"x17" preliminary plan and profile design sheets of the proposed storm drain system (assume up to 10 sheets).
- Prepare of list of standard specifications and probable construction cost estimate based on the City's unit costs.
- Address City 30% review comments.

Task 4: 60% Design Phase Submittal

Upon the City's formal approval of the 30% Preliminary Engineering Design, Halff will proceed with 60% design efforts. The work product will require the refinement of the preliminary design including design plans and opinions of probable cost associated with the proposed storm drain improvements.

- Prepare 11"x17" 60% design plans sheets (up to 23 sheets) that may include the following:
 - Cover sheet
 - General notes
 - Access plan
 - Dimension control
 - Erosion control plan
 - Demolition plan
 - Storm drain plan and profile sheets
 - Drainage areas
 - Storm drain hydraulic calculations
 - Drainage details
 - Traffic control sheets
- Attend one Webex design meeting to discuss the 60% engineering design with City staff.
- Prepare engineer's opinion of probable cost utilizing City provided unit costs.
- Submit a list of specification items and anticipated specification sources. Discuss the need for any special provisions or modifications to standard specifications.
- Address City 60% review comments.

Task 5: 100% Design Phase Submittal

Upon the City's formal approval of the 60% Preliminary Engineering Design, Halff will proceed with 100% design efforts. The work product will require the refinement of the preliminary design including design plans and opinions of probable cost associated with the proposed storm drain improvements.

- Prepare 11"x17" 100% design plans based on the list of sheets listed in Task 4: 60% Design Phase Submittal.
- Attend one design meeting to discuss the 100% engineering design with City staff.
- Prepare engineer's opinion of probable cost utilizing City provided unit costs.
- Submit a list of specification items and anticipated specification sources. Discuss the need for any special provisions or modifications to standard specifications.
- Address City 100% review comments.

Task 6: OA/OC Review

To ensure that the final product satisfies the TPWD, Engineer shall implement its company prescribed procedures for quality assurance and quality control. At the completion of each Task and prior to the submittal to the City, Halff will have the technical memo and design plan sheets reviewed by a designated Quality Assurance Manager (QAM). For this project, the QAM will be a professional engineer licensed in the state of Texas with a minimum of 15 years of experience applicable to dam safety analysis and construction.

The QAM will provide an independent review of each project task. The QC review process will include a review of calculations, constructability and design. Plans and reports will be reviewed for accuracy, neatness, uniformity, drafting, errors, omissions, conflicts, spelling, grammar, completeness and conformance with the contract agreement.

EXHIBIT C

Work Schedule

Halff Associates, Inc. (Halff) can commence work on this project within two weeks after notice-to-proceed is received from the City of Round Rock.

Halff anticipates completing Work Authorization No. 3 within ten (10) months after receiving a Notice to Proceed (NTP).

- Task 1: Project Management - 10 months
- Task 2: Site Data Acquisition - 2 months
- Task 3: Preliminary Engineering Design (30%) - 3 months
- Task 4: 60% Design Phase Submittal - 3 months
- Task 5: 100% Design Phase Submittal - 2 months
- Task 6: QA/QC - 10 month

EXHIBIT D

Fee Schedule

Hourly rates to be billed on a time and materials basis per the following Rate Schedule attached (behind this page):

Chisholm Valley Storm Drain Improvements - Area 3

Exhibit D

Fee Schedule

Task	Total Labor Hours	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1: Project Management	46	\$8,320.00	\$0.00	\$0.00	\$8,320.00
Task 2: Site Data Acquisition	179	\$25,215.00	\$2,000.00	\$0.00	\$27,215.00
Task 3: Preliminary Engineering Design (30%)	189	\$28,435.00	\$175.00	\$0.00	\$28,610.00
Task 4: 60% Design Phase Submittal	216	\$32,580.00	\$0.00	\$0.00	\$32,580.00
Task 5: 100% Design Phase Submittal	190	\$28,810.00	\$0.00	\$0.00	\$28,810.00
Task 6: QA/QC	30	\$6,000.00	\$0.00	\$0.00	\$6,000.00
WORK AUTHORIZATION NO.3 TOTAL:	850	\$ 129,360.00	2,175	0	\$ 131,535.00

EXHIBIT E

Certificates of Insurance
Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2018

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 have ADDITIONAL INSURED provisions or 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 Bell Insurance Group 16980 DALLAS PKWY STE 210 DALLAS TX 75248		CONTACT NAME: Candy Goehring PHONE (A/C, No, Ext): 972-581-4915 E-MAIL ADDRESS: cgoehring@bellgroup.com FAX (A/C, No): 972-581-4850	
INSURED Half Associates, Inc. 1201 N. Bowser Richardson TX 75081		INSURER(S) AFFORDING COVERAGE	
HALFASI-01		INSURER A: Valley Forge Ins. Co. NAIC # 20508	
		INSURER B: National Fire Ins. Co. 20478	
		INSURER C: Continental Casualty Company 20443	
		INSURER D: Amer. Casualty Co of ReadingPA 20427	
		INSURER E: Allied World Surplus Lines 24319	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 72809058

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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER Contractual Liab		6049909053	7/12/2018	7/12/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6049909036	7/12/2018	7/12/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<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 \$ 10,000		6049909070	7/12/2018	7/12/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	6049909067	7/12/2018	7/12/2019	<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
E	Professional Liab Claims Made		0311-3813	7/12/2018	7/12/2019	Per Claim Aggregate 1,000,000 1,000,000

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

City of Round Rock is included as additional insured as respects general liability and is primary non-contributory if required by written contract. 30 Day notice of cancellation except 10 days non pay.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 2

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.**

Half Associates, Inc.
Austin, TX United States

Certificate Number:
2019-504435

Date Filed:
06/13/2019

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

City of Round Rock

Date Acknowledged:

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

Chisholm Valley Storm Drain
Storm drain system design; Chisholm Valley Storm Drain Improvements Area 3, Half AVO: 33581.003

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Murray, Menton	McAllen, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Miller, Steven	Austin, TX United States	X	
	Bargainer, Tim	Austin, TX United States	X	
	Baker, Jessica	Richardson, TX United States	X	
	Adams, Bobby	Houston, TX United States	X	
	Engelhardt, Cindy	Austin, TX United States	X	
	Kunz, Pat	Richardson, TX United States	X	
	Plugge, Roman	Richardson, TX United States	X	
	Killen, Russell	Richardson, TX United States	X	
	Edwards, Mark	Richardson, TX United States	X	
	Zapalac, Russell	Richardson, TX United States	X	
	Moya, Mike	Austin, TX United States	X	
	Tanksley, Dan	Richardson, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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.

Halff Associates, Inc.
Austin, TX United States

Certificate Number:
2019-504435

Date Filed:
06/13/2019

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

City of Round Rock

Date Acknowledged:

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

Chisholm Valley Storm Drain
Storm drain system design; Chisholm Valley Storm Drain Improvements Area 3, Halff AVO: 33581.003

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

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

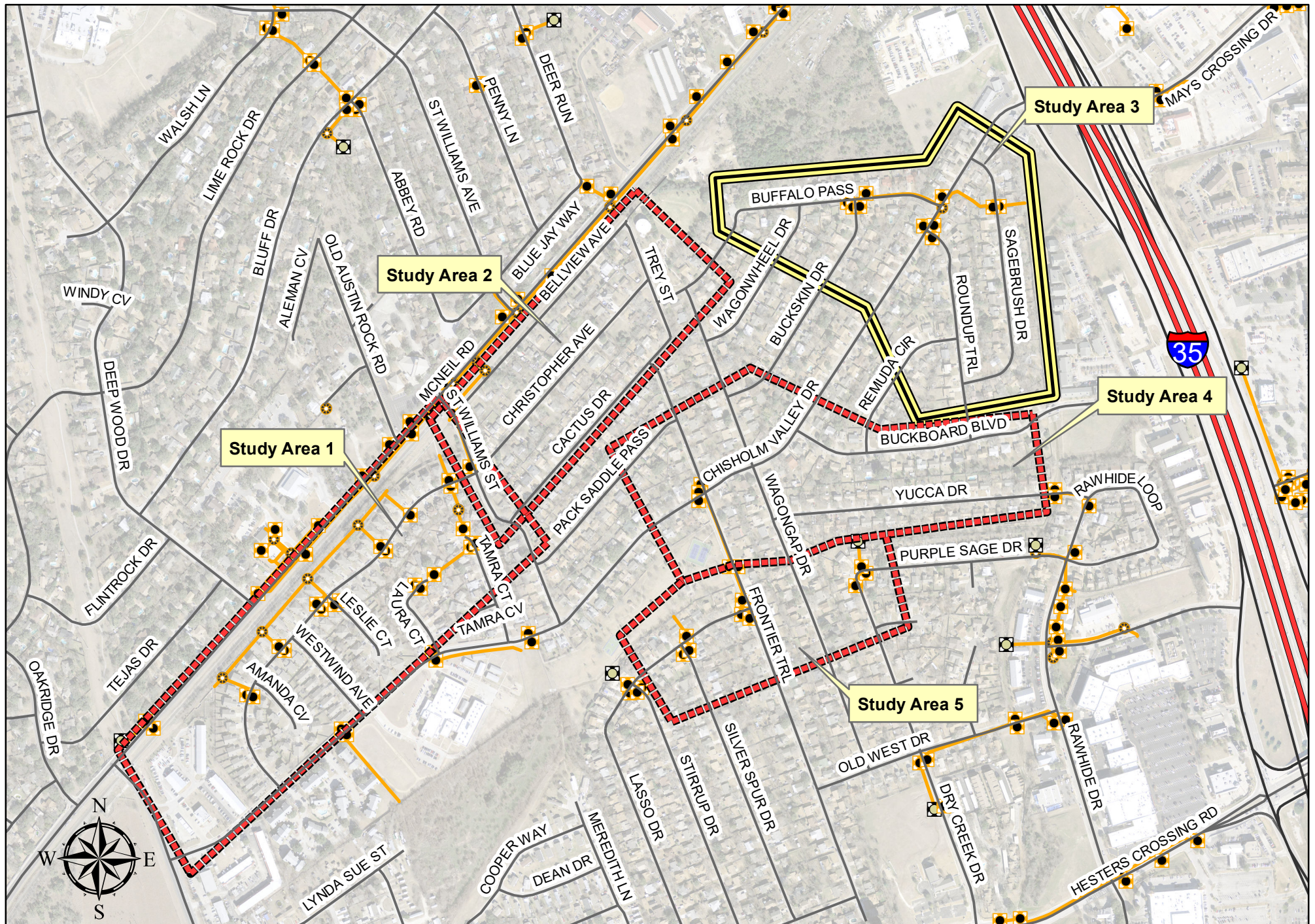
My name is Cindy Engelhardt, and my date of birth is 9/29/81.

My address is 18824 Edinburgh Castle Rd Pflugerville TX 78660 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 Texas, on the 13th day of June, 2019.
(month) (year)

Cindy Engelhardt
Signature of authorized agent of contracting business entity
(Declarant)



Chisholm Valley Study Areas



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider public testimony regarding, and an ordinance rezoning 6.51 acres located at the northeast corner of Joyce Lane and Gattis School Road from the SF-2 (Single-Family- Standard Lot) zoning district to the MF-1 (Multifamily- Low Density) zoning district. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 7/11/2019

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A, Aerial Photo, Vicinity Map with surrounding zoning

Department: Planning and Development Services Department

Text of Legislative File 2019-0291

The property was annexed into the City in 1984 and has been zoned as SF-2 (Single Family - standard lot) since 1994. The General Plan designates the property for residential land uses, including low density multi-family development, with the following location criteria: (1) primary access allowed via arterial roadway or collector street; (2) direct access to abutting single-family neighborhoods is discouraged; and (3) low density multi-family developments shall not be located immediately adjacent to other low density multi-family developments.

The property owner, Green Adobe Developers, LLC, has requested the rezoning. The MF-1 (Multifamily - Low Density) district allows a maximum density of 12 units per acre, as either apartments, townhouses or a multifamily house. No more than 120 dwelling units shall be permitted in any single apartment complex. No more than 12 dwelling units shall be permitted in any single residential structure. The maximum height of a principal building is 2.5 stories. Building elevations require design standards, including specified exterior wall materials and special design features. At least one (1) amenity accessible to all residents shall be provided for each low density multifamily complex with 30 or more dwelling units.

A total of 56 units are proposed. A park with a dog wash area, kids playscape, fitness center with a pool, and a BBQ area event pavilion are also proposed.

Where the site abuts SF-2 zoned property, specific setbacks and compatibility buffering are required: (1) a minimum 15-foot landscape buffer, with no other use permitted within the buffer; (2) a pre-cast concrete panel or masonry fence installed and maintained on the property boundary; (3) buildings shall be setback 25 feet when a pre-cast concrete panel fence is used

and 20 feet when a masonry fence is used; (4) accessory buildings shall be setback 20 feet when a pre-cast concrete panel fence is used and 15 feet when a masonry fence is used; The property has frontage on Gattis School Road, an arterial roadway. Gattis School Road is being widened to a six-lane divided section. A median will be placed along the property's frontage and no median break will be permitted.

The Planning and Zoning Commission held a public hearing on June 5, 2019 and voted 7-0 to recommend approval of the rezoning. There were two speakers at the public hearing, both of whom expressed concerns about the potential increase in traffic.

ORDINANCE NO. O-2019-0291

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE I, SECTION 2-2(b)(1), CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE 6.51 ACRES OF LAND, OUT OF THE P.A. HOLDER SURVEY, ABSTRACT NO. 297 IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, FROM DISTRICT SF-2 (SINGLE-FAMILY – STANDARD LOT) TO DISTRICT MF-1 (MULTIFAMILY – LOW DENSITY); AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend the Official Zoning Map to rezone 6.51 acres of land, out of P.A. Holder Survey, Abstract No. 297, in Round Rock, Williamson County, Texas, being more fully described in Exhibit “A” attached hereto, from District SF-2 (Single-Family – Standard Lot) to District MF-1 (Multifamily – Low Density), and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on the 5th day of June, 2019, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the property described in Exhibit “A” be zoned District MF-1 (Multifamily – Low Density), and

WHEREAS, on the 11th day of July, 2019, after proper notification, the City Council held a public hearing on the requested amendment, and

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Zoning and Development Code, Chapter 10, Article I, Section 10-2 and Article IV, Section 10-21, Code of Ordinances (2018 Edition), City of Round Rock, Texas concerning public notices, hearings, consideration, findings, and other procedural matters has been fully complied with, Now Therefore

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

I.

That the City Council has considered and hereby makes the following findings regarding this amendment:

1. It is consistent with the general plan;
2. It is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood;
3. The affected property is suitable for uses that are and would be permitted by District MF-1 (Multifamily – Low Density); and
4. Water, wastewater, and stormwater facilities are suitable and adequate and are available for the permitted uses in District MF-1 (Multifamily – Low Density).

II.

That the Official Zoning Map adopted in Zoning and Development Code, Chapter 2, Article I, Section 2-2(b)(1), Code of Ordinances (2018 Edition), City of Round Rock,

Texas, is hereby amended so that the zoning classification of the property described in Exhibit "A" is hereafter designated as District MF-1 (Multifamily – Low Density).

III.

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

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

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

Alternative 1.

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

READ, PASSED, and ADOPTED on first reading this ____ day of _____, 2019.

Alternative 2.

READ and APPROVED on first reading this the ____ day of _____, 2019.

READ, APPROVED and ADOPTED on second reading this the ____ day of _____, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

JPH Land Surveying, Inc. EXHIBIT 'A'

Dallas-Fort Worth ★ Austin ★ Abilene



SURVEYED DESCRIPTION:

FIELD NOTES to that certain tract of land situated in the P. A. Holder Survey, Abstract Number 297 in the City of Round Rock, Williamson County, Texas, said tract of land being all of a called 3.54 acre tract and 2.97 acre tract both described by William F. Kemp (retaining 25% interest) to Frances S. Kemp (75% interest) as recorded in Instrument Number 2017041484 in the Official Public Records of Williamson County, Texas, the subject tract, surveyed by JPH Land Surveying, Inc., is more particularly described as follows (Bearing basis is grid north per the Texas Coordinate System of 1983, Central Zone) said tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch capped rebar stamped "TLS, Inc." found at the common southwest corner of the aforementioned 2.97-acre tract, said rebar being at the intersection of the north right-of-way line of Gattis School Road (a 100-foot wide right-of-way) and the east right-of-way line of Joyce Lane (a 50-foot right-of-way);

THENCE NORTH 02 degrees 31 minutes 26 seconds WEST, with the common west line of said 2.97-acre tract and said east right-of-way line, a distance of 400.27 feet to a 1/2-inch capped rebar stamped "Austin Surveyors" found at the common northwest corner of said 2.97 acre tract and the southwest corner of Lot 7, Block A, Joyce Lane Subdivision, an addition to the City of Round Rock as recorded in Cabinet CC, Slide 237 in the Plat Records of Williamson County, Texas;

THENCE NORTH 88 degrees 04 minutes 17 seconds EAST, along said common south line of said Lot 7, the north line of said 2.97-acre tract and joining the north line of said 3.54-acre tract, a distance of 710.44 feet to a 60d nail found in a wood post for the common southeast corner of said Lot 7, the northeast corner of said 3.54 acre tract, and the northwest corner of Lot 1, Block A, Ray Berglund Boulevard Subdivision, Section Two, an addition to the City of Round Rock, Texas as recorded in Cabinet DD, Slide 291 in the Plat Records of Williamson County, Texas;

THENCE SOUTH 01 degrees 54 minutes 08 seconds EAST, along the common east line of said 3.54-acre tract and the west line of said Lot 1, a distance of 399.99 feet to a cotton spindle found for the common southeast corner of said 3.54-acre tract and the southwest corner of said Lot 1 and being in the aforementioned north right-of-way line of Gattis School Road;

THENCE SOUTH 88 degrees 07 minutes 20 seconds WEST, along the common south line of said 3.54-acre tract and said north right-of-way line of Gattis School Road, a distance of 385.07 feet to a 1/2-inch capped rebar stamped "TLS, Inc." found for the common southwest corner of said 3.54-acre tract and the southeast corner of said 2.97 acre tract;

THENCE SOUTH 88 degrees 07 minutes 20 seconds WEST, along the common south line of said 2.97-acre tract and continuing along said north right-of-way line of Gattis School Road, a distance of 214.39 feet to a 1/2-inch capped rebar stamped "TLS, Inc." found;

THENCE SOUTH 87 degrees 38 minutes 56 seconds WEST, continuing along said common line, a distance of 106.65 feet to the POINT OF BEGINNING and CONTAINING 6.500 acres or $\pm 283,127$ square feet of land area, more or less.

Bearings are based on Grid North per the Texas Coordinate System of 1983, North Central Zone.

Dallas-Fort Worth

807 Bluebonnet Drive, Suite C
Keller, Texas 76248
(817)431-4971
Firm #10019500

Austin

1516 E. Palm Valley Blvd., Ste. A4
Round Rock, Texas 78664
(512)778-5688
Firm #10194073

Abilene

680 County Road 207
Ovalo, Texas 79541
(325)672-7420
Firm #10193867

WWW.JPHLANDSURVEYING.COM

Draft: PL
Revision: 1
Revision: 2
Revision: 3

NOTE REGARDING UTILITIES:
Utility locations are per observed and sources listed below:
DIO-TESS - ticket number(s) 1877408183 and 582664258.

LEGEND OF SYMBOLS

UTILITIES

- borehole
- cable tv
- electric meter
- fence or handrail
- fire dept. connection
- fire hydrant
- gas meter
- gas line
- gas line
- irrigation valve
- landscape electric box
- landscape light
- light pole
- mailbox
- monitoring well
- overhead utility lines
- pool equipment
- road sign
- roof drain
- roof force
- spot elevation
- sanitary sewer manhole
- sanitary sewer pipe
- storm water manhole
- storm water pipe
- telephone manhole
- tank fill
- telephone riser
- traffic signal pole
- water manhole
- utility clean out
- utility cabinet
- utility vault
- utility markings (line color)
- color of markings
- utility pole
- utility pole with riser
- utility sign
- water shutoff
- water valve
- water manhole
- water meter
- well
- water line

one-foot contour lines

- tree trunk (not canopy)
- culvert inches at breast
- height
- ornamental tree

UTILITY WARNING

811 or other similar utility location requests (DIO-TESS) may be ignored or result in incomplete responses, in which case utilities may not have been marked, or not completely marked, at the time the fieldwork was performed for this survey. Therefore, other utilities may exist which are not shown on this survey. With regard to Table A, item 11 (VEI addressed), source information from plans and markings have been combined with observed evidence of utilities pursuant to Section 5.5.4 to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. Where additional or more detailed information is required, excavation and/or a private utility location request may be necessary.

MONUMENTS / DATUMS / BEARING BASE

Monuments are found if not marked MNS or CRS.

- CRS: 1/2" rebar stamped "JPH Land Surveying" set
- MNS: 1/2" rebar stamped "JPH Land Surveying" set
- TBM: 1/2" rebar stamped "JPH Land Surveying" set
- Vertex or common point (not a monument)
- Coordinate values, if shown, are US-SYRS 7XCS, 33, CZ
- Elevations, if shown, are NAVD83
- Bearings are based on grid north (7XCS, 33, CZ)

TYPE I TxDOT Right of Way tapered concrete monument.

TYPE II TxDOT Right of Way bronze cap in concrete.

TYPE III TxDOT Right of Way aluminum cap.

LEGEND OF ABBREVIATIONS

- US-SYRS: United States Survey Feet
- 7XCS, 33, CZ: Texas Coordinate System of 1983, Central Zone
- NAVD83: North American Vertical Datum of 1988
- P.R.W.C.T.: Plat Records of Williamson County, Texas
- O.P.R.W.C.T.: Official Public Records of Williamson County, Texas
- D.R.W.C.T.: Deed Records of Williamson County, Texas
- VOL/PAGE/INSTR: Volume/Page/Instrument Number
- POB/POI: Point of Beginning/Point of Commencing
- ESMT/BL: Easement/Building Line

FLOOD ZONE CLASSIFICATION

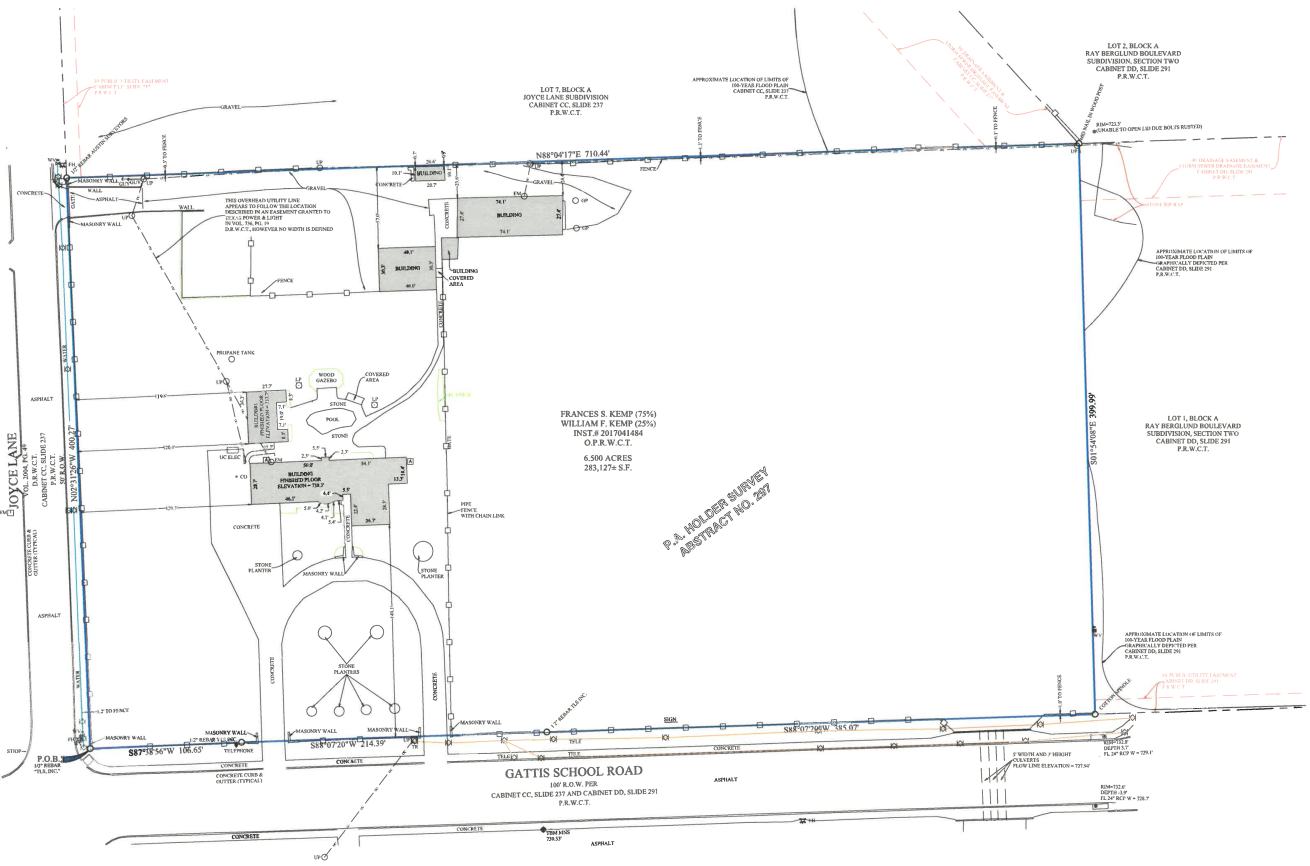
This property lies within (NONE-SHADED ZONES) X of the Flood Insurance Rate Map for Williamson County, Texas and Incorporated Areas, map no. 48491C063SE, dated 2006/09/26, via scaled map location and graphic plotting and/or the National Flood Hazard Layer (NFHL) Web Map Service (WMS) at <http://hazards.fema.gov>.



JPH Land Surveying, Inc. (see below)
2018.200.028 2306 Gattis School Rd., Round Rock, Williamson Co., TX - LTS.dwg
© 2018 JPH Land Surveying, Inc. - All Rights Reserved
807 Bluebonnet Drive, Suite C, Keller, Texas 76248
Telephone (817) 431-4971 www.jphlandsurveying.com
TIFPS-Firm #10019500 #10154073 #10153867
DFW | Austin | Abilene



TITLE COMPANY
Georgetown Title Company, Inc.
702 Rock Street
Georgetown, TX 78626



SURVEYOR'S NOTES:

- The site benchmark is a mag nail with a washer stamped "JPH LAND SURVEYING" set at the concrete sidewalk located 342 feet southeasterly from the intersection of Joyce Lane and Gattis School Road. Benchmark Elevation = 739.33' (NAVD83). See vicinity map for general location.
- Fieldwork was completed on October 4, 2018.
- The subject property is shown on the current FEMA Flood Insurance Rate Map to be in unshaded Zone X as noted, however the adjacent plat laid north and east of the subject property show the 100-year floodplain touching the surveyed property. The determination of 100-year floodplain crossing the surveyed property, if any, is outside of the scope of this survey and requires retaining the services of a professional engineer.

To: Stewart Title Guaranty Company
Georgetown Title Company, Inc.
J.A.B. Realities and Management, Inc.
Edward B. Kirby and Debra T. Kirby, Trustees of the EDK Trust
William F. Kemp and Frances S. Kemp

I, Robert W. Bryan, do hereby certify that this survey was prepared under my personal supervision in accordance with the rules and regulations of the Texas Board of Professional Land Surveying (TBPLS).

Robert W. Bryan
Registered Professional
Land Surveyor No. 5508
robertw@rpbis.com
October 9, 2018



SURVEY DESCRIPTION:

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- THENCE** SOUTH 87 degrees 18 minutes 56 seconds WEST, continuing along said common line, a distance of 106.65 feet to the POINT OF BEGINNING AND CONTAINING 6.500 acres or ±283,127 square feet of land area, more or less.

TITLE COMMITMENT NOTES:

This survey was performed with the benefit of a title commitment provided by Stewart Title Guaranty Company, File No. 18077708, effective August 10, 2018, and issued August 20, 2018. Complete copies of the record description of the property, any record easements benefitting the property, the record easements or servitudes and covenants affecting the property ("Record Documents"), documents of record referred to in the Record Documents, and any other documents containing detailed information affecting the property being surveyed and to which the survey shall make reference were not provided to this surveyor for notation on the survey except for those items listed within Schedule B of said commitment. Therefore, easements, agreements, or other documents, either recorded, or unrecorded may exist that affect the subject property that are not shown on this survey.

The following Schedule B items were addressed according to the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Survey Section 6(c):

Schedule B Requirement	Recording Information	Land Title Location of the site of object of the survey (if not shown on the survey, the surveyor shall indicate the location of the object of the survey)	(1) Do the boundaries, easements, or other interests shown on the survey agree with the recorded documents?	(2) Do the boundaries, easements, or other interests shown on the survey agree with the recorded documents?	(3) Are there any unrecorded easements, agreements, or other interests affecting the property of the surveyed property?	(4) Are there any unrecorded easements, agreements, or other interests affecting the property of the surveyed property?	(5) Are there any unrecorded easements, agreements, or other interests affecting the property of the surveyed property?	(6) Are there any unrecorded easements, agreements, or other interests affecting the property of the surveyed property?	(7) Are there any unrecorded easements, agreements, or other interests affecting the property of the surveyed property?
1.	Vol. 576, Pg. 355, D.R.W.C.T.		X	X	X	X	X	X	X
1.	Vol. 583, Pg. 244, D.R.W.C.T.		X	X	X	X	X	X	X
10a.	Easement, Vol. 576, Pg. 376, D.R.W.C.T.		X	X	X	X	X	X	X
10a.	Easement, Vol. 576, Pg. 376, D.R.W.C.T.		X	X	X	X	X	X	X
10a.	Easement, Vol. 299, Pg. 419, D.R.W.C.T.		X	X	X	X	X	X	X
10a.	Easement, Vol. 299, Pg. 419, D.R.W.C.T.		X	X	X	X	X	X	X
10a.	Easement, Vol. 299, Pg. 419, D.R.W.C.T.		X	X	X	X	X	X	X
10a.	Easement, Vol. 299, Pg. 419, D.R.W.C.T.		X	X	X	X	X	X	X
10a.	Easement, Vol. 299, Pg. 419, D.R.W.C.T.		X	X	X	X	X	X	X
10a.	Easement, Vol. 299, Pg. 419, D.R.W.C.T.		X	X	X	X	X	X	X

VICINITY MAP
NOT TO SCALE

LAND TITLE SURVEY
6.500 ACRES
SITUATED IN THE
P. A. HOLDER SURVEY
ABSTRACT NO. 297
WILLIAMSON COUNTY, TEXAS
ADDRESS: 2306 GATTIS SCHOOL ROAD

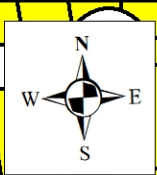


Joyce Ln

Subject Tract
6.5 ac.

Gattis School Rd

Double Creek Dr



SF-2

Joyce Ln

Subject Tract
6.5 ac.

TF

PF3

C-1

Gattis School Rd

PUD

C-1

Double Creek Dr



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider the appointment of a city representative to the Williamson County and Cities Health District Board of Directors to fill an unexpired term.

Type: Appointment

Governing Body: City Council

Agenda Date: 7/11/2019

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File TMP-0506



City of Round Rock

Agenda Item Summary

Agenda Number: K.1

Title: Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property to wit: 700 Pecan Ave., Round Rock, Texas.

Type: Executive Session

Governing Body: City Council

Agenda Date: 7/11/2019

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File TMP-0519