



City of Round Rock

City Council - Packet Briefing

Meeting Agenda

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

Tuesday, October 8, 2019

7:30 AM

City Council Chambers, 221 East Main St.

A. CALL MEETING TO ORDER

B. ROLL CALL

C. STAFF BRIEFING

C.1 Consider staff briefings and Councilmember discussion and/or questions regarding items on the agenda for the October 10, 2019 City Council meeting.

D. ADJOURNMENT

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 4th day of October 2019 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

*/ORIGINAL SIGNED/
Meagan Spinks, Deputy City Clerk*



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, October 10, 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. CONSENT AGENDA:

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

E.1 **TMP-0835** Consider approval of the minutes for the September 26, 2019 City Council meeting.

E.2 **2019-0378** Consider an ordinance amending Chapter 32, Section 32-23 and Section 32-33, Code of Ordinances (2018 Edition), regarding the establishment of a Downtown Commercial District. (Second Reading)

F. RESOLUTIONS:

F.1 **2019-0396** Consider a resolution authorizing the City Manager to issue a Purchase Order to Siddons-Martin Emergency Group, LLC for the purchase of a 2019 Pumper Fire Truck.

- F.2 **2019-0402** Consider a resolution authorizing the Mayor to execute an Administrative Services Agreement for the City's 457(b) Deferred Compensation Plan.
- F.3 **2019-0403** Consider a resolution authorizing the Mayor to execute a Master Services Agreement with Alight Solutions, LLC for employee healthcare navigation services.
- F.4 **2019-0397** Consider a resolution, as a requirement of House Bill 914, that provides notice to the Texas Lottery Commission that the City of Round Rock intends to continue to receive the portion of bingo prizes that the City is entitled to receive.
- F.5 **2019-0398** Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Gradient Solutions Corporation for financial services related to City purchasing cards.
- F.6 **2019-0399** Consider a resolution expressing official intent to reimburse cost of acquiring certain vehicles and equipment.
- F.7 **2019-0400** Consider a resolution nominating a representative for the Williamson Central Appraisal District Board of Directors.
- F.8 **2019-0401** Consider a resolution nominating a representative for the Travis Central Appraisal District Board of Directors.
- F.9 **2019-0404** Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire an electric utility easement in and across approximately 0.288 acre of land owned by Davidass Mahendru and Swaran Mahendru for the construction of certain raw water line and electric utility improvements to and for the regional water treatment and distribution system of the Brushy Creek Regional Utility Authority, Inc. and its participating cities, and take other appropriate action (Parcel 86).
- F.10 **2019-0405** Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire an electric utility easement in and across approximately 0.115 acre of land owned by Kirby Franks and Billie Dell Franks for the construction of certain raw water line and electric utility improvements to and for the regional water treatment and distribution system of the Brushy Creek Regional Utility Authority, Inc. and its participating cities, and take other appropriate action (Parcel 92).
- F.11 **2019-0406** Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire an electric utility easement in and across approximately 0.278 acre of land owned by A.T. Holding-Travco, LLC for the construction of certain raw water line and electric utility improvements to and for the regional water treatment and distribution system of the Brushy Creek Regional Utility Authority, Inc. and its participating cities, and take other appropriate action (Parcel 99).
- F.12 **2019-0407** Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Carollo Engineers, Inc. for the AWIA Evaluation 2019 Project.

- F.13 **2019-0408** Consider a resolution authorizing the Mayor to execute a contract with QA Construction Services, Inc. for the Arterial H Water Line Extension Project.
- F.14 **2019-0409** Consider a resolution authorizing the City Manager to issue a purchase order to Xylem Dewatering Solutions, Inc. for the rental of pumps necessary for operations at the East Wastewater Treatment Plant.
- F.15 **2019-0410** Consider a resolution authorizing the Mayor to enter into an Industrial Waste and Disposal Services Agreement and Supplemental Terms to the Agreement with Waste Management of Texas, Inc. for landfill disposal services.

G. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

H. 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 4th day of October, 2019 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Meagan Spinks, Deputy City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider approval of the minutes for the September 26, 2019 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 10/10/2019

Dept Director:

Cost:

Indexes:

Attachments: 92619 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-0835



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, September 26, 2019

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on September 26, 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, with the help of local boy scouts, led the following Pledges of Allegiance: United States and Texas.

CITIZEN COMMUNICATION

Jennifer Sellers introduced Bruce Clark, who is a Round Rock resident and Special Olympics participant, to the council.

Tracie Storie spoke about the lack of parking at the Baca Center.

PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- E.1** [TMP-0739](#) Consider proclaiming September 2019 as "Muscular Dystrophy Association Month" in the City of Round Rock.
- E.2** [TMP-0783](#) Consider proclaiming September 2019 as "Sickle Cell Awareness Month" in the City of Round Rock.
- E.3** [TMP-0784](#) Consider a special presentation to the Cityview Bible Church for their on-going dedication and commitment to serving the citizens of Round Rock.

STAFF PRESENTATIONS:**F.1** [TMP-0791](#)

Consider a presentation and department update from Human Resources.

Valerie Francois, Human Resources Director, made the staff presentation.

CONSENT AGENDA:

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

A motion was made by Councilmember Young, seconded by Councilmember Baker 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-0789](#)

Consider approval of the minutes for the September 12, 2019 City Council meeting.

The minutes were approved under the Consent Agenda.

G.2 [2019-0379](#)

Consider an ordinance amending Chapter 44, Section 44-32 and Section 44-33, Code of Ordinances (2018 Edition), regarding water rates and reuse water rates. (Second Reading)

This Ordinance was approved under the Consent Agenda.

G.3 [2019-0384](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to Public Restroom Company for the purchase and installation of a prefabricated restroom facility at Clay Madsen Recreation Center.

This Resolution was approved under the Consent Agenda.

ORDINANCES:**H.1** [2019-0378](#)

Consider an ordinance amending Chapter 32, Section 32-23 and Section 32-33, Code of Ordinances (2018 Edition), regarding the establishment of a Downtown Commercial District. (First Reading)
(Requires Two Readings)

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

A motion was made by Councilmember Flores, seconded by Councilmember Peckham, that this Ordinance 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

H.2 [2019-0380](#)

Consider an ordinance adopting the 2019 Property Tax Rate for the City of Round Rock. (Second Reading)

Susan Morgan, CFO made the staff presentation.

Jerald Stratton, spoke to Council regarding his concern about the tax rate.

A motion was made by Mayor Pro-Tem Baese that the property tax rate be increased by the adoption of the tax rate of \$0.439000, which is effectively a 9.3 percent increase in the tax rate. The motion was seconded by Councilmember Peckham. 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

RESOLUTIONS:**I.1** [2019-0382](#)

Consider ratifying the property tax increase reflected in the Fiscal Year 2019-2020 Budget.

A motion was made by Councilmember Flores, seconded by Councilmember Young, to approve ratifying the property tax increase. 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 [2019-0377](#)

Consider a resolution authorizing the Mayor to execute Amendment No. 2 to the Refuse Collection Contract between the City of Round Rock, Texas and Central Texas Refuse, Inc.

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

A motion was made by Mayor Pro-Tem Baese, 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 [2019-0388](#)

Consider a resolution accepting the final report from the 2019 Charter Review Commission.

George White, Chairman of the Charter Review Commission made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, 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.4 [2019-0383](#)

Consider a resolution authorizing the Mayor to execute an Interlocal Agreement for Automatic Aid Assistance between Emergency Service Districts of Travis and Williamson Counties and the cities of Austin, Leander, Cedar Park, Round Rock, and Georgetown.

Robert Isbell, Fire Chief 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 [2019-0387](#)

Consider a resolution authorizing the Mayor to execute the First Amendment to the Chapter 380 Economic Development Agreement with EastGroup Properties, LP.

Nichole Vance, Director of Business Attraction with the Round Rock Chamber made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, 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.6 [2019-0394](#)

Consider a resolution establishing a Chapter 380 Economic Development Program for Eastgroup Properties, L.P.

Nichole Vance, Director of Business Attraction with the Round Rock Chamber made the staff presentation.

A motion was made by Councilmember Baker, 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 [2019-0395](#)

Consider a resolution authorizing the Mayor to execute a Chapter 380 Economic Development Program Agreement with EastGroup Properties, L.P. and the Round Rock Transportation and Economic Development Corporation.

Nichole Vance, Director of Business Attraction with the Round Rock Chamber 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.8 [2019-0385](#)

Consider a resolution establishing a Chapter 380 Economic Development Program for Phlur, Inc.

Nichole Vance, Director of Business Attraction with the Round Rock Chamber 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.9 [2019-0386](#)

Consider a resolution authorizing the Mayor to execute a Chapter 380 Economic Development Program Agreement with Phlur, Inc.

Nichole Vance, Director of Business Attraction with the Round Rock Chamber made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, 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.10 [2019-0389](#)

Consider a resolution authorizing the Mayor to execute a First Amendment to the Interlocal Agreement Between Williamson County and the City of Round Rock for Cost Sharing Related to RM 620 Improvements Project.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Montgomery, 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 [2019-0390](#)

Consider a resolution authorizing the Mayor to execute a Contract with Andale Construction for the 2019 Street Maintenance Program High Density Mineral Bond - Project C.

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.12 [2019-0391](#)

Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 2 with ProDirt Services, LLC for the North Red Bud Turn Lane 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.13 [2019-0392](#)

Consider a resolution authorizing the Mayor to execute a Contract with Patin Construction, LLC for the Chisholm Trail Storm Outfall at Brushy Creek Project.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Montgomery, 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.14 [2019-0393](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with LJA Engineering for the Red Bud Lane South Project.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Councilmember Baker, 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

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**EXECUTIVE SESSION:****K.1** [TMP-0798](#)

Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property to wit: 8 Chisholm Trail, Round Rock, Texas.

K.2 [TMP-0797](#)

Consider Executive Session as authorized by §551.071 Government Code, related to consultation with the City Attorney regarding newly adopted legislation.

The City Council recessed to Executive Session. Mayor Morgan called the session to order at 7:50 PM and adjourned it at 8:48 PM.

The City Council reconvened to Regular Session with no action taken.

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 8:19 pm.

Respectfully Submitted,

Meagan Spinks, Deputy City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.2

Title: Consider an ordinance amending Chapter 32, Section 32-23 and Section 32-33, Code of Ordinances (2018 Edition), regarding the establishment of a Downtown Commercial District. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 10/10/2019

Dept Director: Michael Thane, Utilities & Environmental Services Director

Cost:

Indexes:

Attachments: Redline Ordinance

Department: Utilities and Environmental Services

Text of Legislative File 2019-0378

The City of Round Rock's downtown area is experiencing concerns with illegal dumping, nuisance odors and minimal recycling opportunities. To alleviate these issues, the City is in the process of constructing community dumpster locations on three blocks of downtown, known as the Downtown Commercial District. These locations will allow the tenants in these areas to utilize a common trash/recycle disposal location. The City will assume management of the waste services provided at these locations to the downtown businesses. This will improve the aesthetic of Downtown Round Rock. Currently, the downtown businesses internally choose from an approved franchise to negotiate rates and services. Under the new program, the City will invoice the businesses directly with their existing utility bill for the services provided based on established rates.

The charge for the collection for the refuse and recycling for businesses in the Downtown Commercial District shall be determined based on the classification and square footage of the business. The classifications include: small office, large office, small retail and services, large retail and services, small restaurant, medium restaurant, large restaurant, small bar, and large bar.

The amendment to the ordinance includes the new rates that will be charged to the businesses in the Downtown Commercial District. The rates include the cost from the waste collection company as well as the City's fee for administering the program.

We anticipate that these new rates will go into effect in October 2019.

ORDINANCE NO. O-2019-0378

AN ORDINANCE AMENDING CHAPTER 32, ARTICLE II, SECTION 32-23, COMMERCIAL REFUSE, AND SECTION 32-33, GARBAGE COLLECTION SERVICE CHARGES, CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING THE ESTABLISHMENT OF A DOWNTOWN COMMERCIAL DISTRICT; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

I.

That Chapter 32, Article II, Section 32-23, Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 32-23. – General ~~C~~commercial refuse.

- (a) *Containers.* For nonresidential customers, either the customer or its refuse collection contractor shall provide containers suitable for dumping by mechanical means. Containers will be placed on private premises at locations agreed between the owner or occupant and the commercial refuse collection contractor; provided, however, no such container shall be placed: 1) within 15 feet of the boundary of any abutting property with a SF (Single-family) or TF (Two-family) zoning designation; or 2) in any front, rear or side yard abutting to a street. The city will not be responsible for damages to paved surfaces on private property caused by commercial refuse collection trucks. Sufficient containers will be placed to accommodate the refuse from each business. Adjacent small businesses may share containers.
- (b) *Manner of disposal.* All refuse from business and commercial establishments shall be placed in the containers. No refuse shall be left outside the containers. All garbage shall be drained before placing in containers. All packing boxes larger than two cubic feet must be flattened before placing in containers. No manure, building materials, rocks, dirt or dead animals shall be placed in the containers.
- (c) *Collection.* Refuse containers shall not be placed out for collection earlier than 5:00 p.m. on the business day prior to the established collection day and shall be moved from the collection site no later than 7:00 a.m. the day after the collection day. For the purposes of this section, a business day shall be defined as any day the City of Round Rock offices are open for business.
- (d) *Recycling containers.* The requirements in subsections (a), (b) and (c) of this section pertaining to refuse containers shall also apply to recycling containers.

(e) This section shall not apply to nonresidential customers in the downtown commercial district as defined in 32-33(c).

II.

That Chapter 32, Article II, Section 32-33, Code of Ordinances (2018 Edition),
City of Round Rock, Texas, is hereby amended to read as follows:

Sec. 32-33. - Garbage collection service charges.

(a) *Residential.*

(1) A sanitation charge for the collection of refuse and for city-wide recycling services shall be made for each occupied residence within the city, whether or not any refuse is deposited for collection for such occupied residence during any month and whether or not the residence utilizes the city-wide recycling services during any month. For multiple housing units, up to and including five units, the sanitation charge shall be applied for each dwelling unit, regardless of the number of water meters.

(2) The residential charge for the collection of refuse and for recycling services shall be \$19.37 per month.

The amended residential charge for refuse and recycling services set forth above shall apply to bills for the collection of refuse and for recycling services issued March 13, 2019 and thereafter.

(3) Except as provided below, on and after June 10, 1993, the garbage rate discount for head of household residents 65 years of age and older will be discontinued. All head of household residents 65 years of age and older actually receiving said discounts prior to June 10, 1993, shall continue to receive said discounts as stated in this section, so long as they re-apply for said discounts before October 30 of each year. For residential service located within the corporate limits where the head of household has attained the age of 65, and if said resident head of household was receiving garbage rate discounts prior to June 10, 1993, and if said resident head of household re-applies for said discount between October 1 and October 30 of each year, said head of household shall be entitled to a discount as currently established or as hereafter adopted by resolution of the city council from time to time from the residential sanitation charge. In order to be entitled to said discount, the head of house shall make a sworn application therefor and present proof of age. It shall be a violation of this Code for anyone to make a false statement on such application, or to receive such discount without being eligible therefor. Each month a discount is unlawfully received shall be considered a separate violation.

(b) ~~General Commercial.~~ A sanitation charge for the collection of refuse from all business, commercial, retail, industrial, and manufacturing establishments shall be made when such collection service is provided by ~~the city or~~ its contractor. The charge shall include furnishing containers for refuse. Multiple house units having more than five housing units shall be considered commercial customers. The sanitation charge for commercial refuse collection shall be set by the contractor providing said service. This paragraph (b) shall exclude all businesses located within the downtown commercial district described in (c) below.

(c) Downtown commercial district.

(1) The downtown commercial district shall consist of Block 10, Block 21 and Block 22 of the original plat of Round Rock.

(2) A sanitation charge for the collection of refuse and recycling services shall be made by the city at the rates in (3) below for each occupied business in the downtown commercial district, whether or not any refuse or recycling is deposited for collection by such occupied business during any month.

(3) The charge for the collection of refuse and recycling for businesses in the downtown commercial district shall be determined based on the classification and square footage of a business as follows:

<u>Business Classification</u>	<u>Sq. ft. Classification</u>	<u>Service Rate per month</u>
<u>Small Office</u>	<u>6500 or less</u>	<u>\$35.00</u>
<u>Large Office</u>	<u>6501 or more</u>	<u>\$69.00</u>
<u>Small Retail and Services</u>	<u>3000 or less</u>	<u>\$69.00</u>
<u>Large Retail and Services</u>	<u>3001 or more</u>	<u>\$110.00</u>
<u>Small Restaurant</u>	<u>1600 or less</u>	<u>\$187.00</u>
<u>Medium Restaurant</u>	<u>1601-3000</u>	<u>\$256.00</u>
<u>Large Restaurant</u>	<u>3001 or more</u>	<u>\$326.00</u>
<u>Small Bar</u>	<u>2500 or less</u>	<u>\$166.00</u>
<u>Large Bar</u>	<u>2501 or more</u>	<u>\$256.00</u>

- (4) For the purposes of this section, a restaurant shall be defined as a business deriving at least 51% of its sales from food and non-alcoholic beverages, and a bar shall be defined as a business deriving at least 51% of its sales from alcoholic beverages.
- (5) The director shall determine the appropriate business classification for each existing business in the downtown commercial district. If a new business does not clearly meet one of the business classifications, the director shall assign the most appropriate classification from the classifications set forth in (3) above. If a new or existing business owner disagrees with the assigned classification, the owner shall have the right to file a written request for reconsideration to the director. If the request for reconsideration is denied, the owner shall have the right to file a written appeal to be decided by the city manager. A request for reconsideration or an appeal shall be granted or denied within thirty (30) days of receipt by the director or city manager. The city manager's decision shall be final.
- (6) For the purposes of this section, the square footage for a business shall be determined by adding the total main area square footage to the total outdoor area square footage. Outdoor area square footage shall include a covered or uncovered patio or any other outdoor space utilized by customers.
- (7) The city shall provide a common container in a designated area on each block. Each business in the downtown commercial district shall utilize only the common container on its block. All refuse and recycling shall be placed inside the common container. All garbage shall be drained before placing in container. All packing boxes larger than two cubic feet must be flattened before placing in container. No manure, building materials, rocks, dirt or dead animals shall be placed in the container.
- (ed) *Outside city limits.* The above garbage collection rates shall apply to all users located within the corporate limits of the city. All users located outside the corporate limits of the city shall pay 1½ times the rate set forth above.

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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.

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



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Siddons-Martin Emergency Group, LLC for the purchase of a 2019 Pumper Fire Truck.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2019

Dept Director: Robert Isbell, Fire Chief

Cost:

Indexes: General Self-Financed Purchases

Attachments: Resolution, Proposal, Form 1295

Department: Fire Department

Text of Legislative File 2019-0396

This purchase is for a fire engine for Fire Station #9. Over the last 2 years the Fire Department has opened and staffed Fire Station 9. When opening the station, one fire engine was removed from reserve status and put back into front line status. This purchase for a new engine for this station will allow the engine currently being used to revert back to reserve status. The delayed timing of the purchase of this new engine has been intentionally planned to fit within available funding as part of the City's long range financial planning process. This program is approved in the FY 2020 budget with funding from General Self Finance.

Cost: \$825,200.89

Source of Funds: General Self-Financed Purchases

RESOLUTION NO. R-2019-0396

WHEREAS, the City of Round Rock (“City”) desires to purchase a 2019 Pumper Fire Truck for the Fire Department; and

WHEREAS, Chapter 271, Subchapter F of the Texas Local Government Code allows for local governments to participate in cooperative purchasing programs with other local governments; and

WHEREAS, the Buy Board Cooperative Purchasing Program (“Buy Board”) is a cooperative purchasing program administered by the Texas Association of School Boards for the purpose of procuring goods and services for its members; and

WHEREAS, the City is a member of Buy Board; and

WHEREAS, Siddons-Martin Emergency Group, LLC is an approved vendor of the Buy Board; and

WHEREAS, the City wishes to issue a purchase order to Siddons-Martin Emergency Group, LLC to purchase said goods and services through Buy Board, 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 Siddons-Martin Emergency Group, LLC for the purchase of a 2019 Pumper Fire Truck for the Fire Department.

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

RESOLVED this 10th day of October, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

Siddons Martin Emergency Group, LLC
 3500 Shelby Lane
 Denton, Texas 76207
 GDN P115891
 TXDOT MVD No. A115890
 EIN 27-4333590



September 13, 2019

CITY OF ROUND ROCK
221 E. MAIN
ROUND ROCK, TX 78664

Proposal for Round Rock 2019 Pumper

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to **CITY OF ROUND ROCK**. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery to **CITY OF ROUND ROCK** and training on operation and use of the apparatus.

Description	Amount
1) Pierce-Custom Velocity PUC Unit price -	
\$784,586.89	
Price guaranteed for 60 days. Delivery within 9-10 months of order date. A warranty term of 12 months is included.	
Vehicle Price	\$784,586.89
Chassis Prepay	\$0.00
Discount	
Aerial Prepay Discount	\$0.00
Full Prepay Discount	\$0.00
Trade-In	\$0.00
Other Loose Equipment	\$39,114.00
Other Trip Amount	\$0.00
Other Misc. Amount	\$0.00
Sub Total	\$823,700.89
Buy Board - 571-18	\$1,500.00
Final Sales Price	\$825,200.89

Additional.

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee. A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation. In the event this proposal is accepted, and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition by Manufacturer.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin Emergency Group to conduct such sale.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC

Sincerely,

Travis Walden

Siddons-Martin Emergency Group, LLC

I, _____, the authorized representative of **CITY OF ROUND ROCK**, agree to all of the terms of this proposal and the specifications attached hereto and this proposal will be binding upon **CITY OF ROUND ROCK**.

Signature & Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Siddons Martin Emergency Group, LLC
Houston, TX United States

Certificate Number:
2019-539853

Date Filed:
09/13/2019

Date Acknowledged:

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

The 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.

0000000
Fire Apparatus

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Martin Jr., Leon	Houston, TX United States	X	
	Siddons, Patrick	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Kathryn Williams, and my date of birth is 5/3/1984.

My address is 1362 E. Richey Road, Houston, TX, 77073, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 13th day of Sept., 20 19.
(month) (year)

Kathy
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider a resolution authorizing the Mayor to execute an Administrative Services Agreement for the City's 457(b) Deferred Compensation Plan.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2019

Dept Director: Valerie Francois, Human Resources Director

Cost: \$0.00

Indexes:

Attachments: Resolution, Exhibit A,

Department: Human Resources Department

Text of Legislative File 2019-0402

The agreement is to allow Nationwide Retirement Solutions to provide 457(b) Deferred Compensation retirement benefits to City employees to be paid for by the employee with no City contributions. In summary, there is no cost to the City.

RESOLUTION NO. R-2019-0402

WHEREAS, the City of Round Rock (“City”), pursuant to and in compliance with the Internal Revenue Code of 1986, as amended, established and sponsors a Section 457(b) Deferred Compensation Plan (“Plan”); and

WHEREAS, the City duly advertised for proposals for a Plan Administrator to provide all non-discretionary recordkeeping and administrative services related to the Plan; and

WHEREAS, Nationwide Retirement Solutions, Inc. (“Nationwide”) has submitted a proposal to provide said services, and said proposal has been determined to be the most advantageous to the City considering the price and other evaluation factors included in the request for proposals; and

WHEREAS, the City desires to have Nationwide perform the non-discretionary recordkeeping and administrative services for the Plan described in the Administrative Services Agreement (“Agreement”), attached hereto as Exhibit “A”; and

WHEREAS, the City and Nationwide desire to enter into this Agreement and abide by the terms therein, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Administrative Agreement Services for the Governmental 457(b) Deferred Compensation Plan of the City of Round Rock, Texas with Nationwide Retirement Solutions, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 10th day of October, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

ADMINISTRATIVE SERVICES AGREEMENT FOR THE GOVERNMENTAL 457(b) DEFERRED COMPENSATION PLAN OF THE CITY OF ROUND ROCK, TEXAS

This Administrative Services Agreement ("Agreement") is effective on the date written below by and between Nationwide Retirement Solutions, Inc., a Delaware corporation ("Nationwide"), and the City of Round Rock, Texas, the Plan Sponsor (hereinafter "Plan Sponsor").

WHEREAS, Plan Sponsor, pursuant to and in compliance with the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code"), established and sponsors a Section 457(b) Plan (hereinafter the "Plan"); and

WHEREAS, the Plan Sponsor desires to have Nationwide perform the non-discretionary recordkeeping and administrative services for the Plan described in this Agreement (hereinafter referred to as "Administrative Services"); and

WHEREAS, Nationwide desires to provide such Administrative Services subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Nationwide and Plan Sponsor desire to enter into this Agreement and abide by the terms therein.

1. DESIGNATION

Plan Sponsor designates Nationwide as Plan Sponsor's non-discretionary provider of Administrative Services for the Plan in accordance with the terms of this Agreement.

2. APPOINTMENTS AND RESPONSIBILITIES

Plan Sponsor:

Plan Sponsor is responsible for maintaining the Plan and for maintaining the tax-qualified status of the Plan. Plan Sponsor represents and warrants that the Plan has been properly adopted and established in accordance with any applicable state or local laws or regulations governing the Plan Sponsor's ability to sponsor the Plan. Plan Sponsor warrants that the 457(b) Plan was established, and will be maintained by Plan Sponsor, in accordance with the provisions of Section 457(b) of the Code. Plan Sponsor further acknowledges and agrees the Plan Sponsor is an eligible governmental employer as defined by Section 457(e)(1)(A) of the Code.

Plan Sponsor hereby appoints Nationwide to act as the Plan Sponsor's provider of Administrative Services for the Plan. Any duties or services not specifically described herein as being provided by Nationwide are the responsibility of the Plan Sponsor, unless specifically delegated to Nationwide in the Plan document.

Nationwide:

Nationwide will serve Plan Sponsor, in a non-fiduciary capacity, as the provider of Administrative Services for the Plan Sponsor with respect to the Plan. Nationwide does not exercise any discretionary control or authority over the Plan or the assets of the Plan, and this Agreement does not require Nationwide to do so. Nationwide agrees to perform all Administrative Services for the Plan Sponsor with respect to the Plan as described in this Agreement. This Agreement does not

require, nor shall this Agreement be construed as requiring, Nationwide to provide investment, legal, or tax advice to the Plan Sponsor or to the participants of the Plan.

3. TERM

The Agreement term shall remain in effect until terminated by one or both of the parties pursuant to Section 8 of this Agreement.

4. COMPENSATION

- A. Nationwide will be entitled to compensation for performance of the Administrative Services for the Plan under this Agreement. Unless otherwise specified such compensation will be in the form of payments made by Nationwide's affiliates or unaffiliated companies that are providing products and/or services under their separate arrangements, as described in the following subsection. Nationwide shall commit up to an aggregate total of \$10,000.00 annually toward service commitment guarantees as set forth in the attached Exhibit "A," incorporated herein by reference.
- B. The Plan Sponsor acknowledges that Nationwide and its affiliates receive payments in connection with the sale and servicing of investments allocated to participant Plan accounts ("Investment Option Payments"). As compensation for the services provided in this Agreement, the parties agree that Nationwide and its affiliates are entitled to receive the Investment Option Payments. In addition to the foregoing, the parties acknowledge and agree that Nationwide may receive revenue associated with annuity contracts, revenue from mutual fund providers, as well as fees associated with specific services or products. The Investment Option Payments include mutual fund payments as described at www.nrsforu.com, and other payments received from investment option providers.
- C. The Plan Sponsor acknowledges that it has received all information about compensation paid to Nationwide as the Plan Sponsor has reasonably requested and has determined that the total amount of compensation paid to Nationwide as described in this Section 4 is reasonable and appropriate for the services provided.
- D. To the extent offered under the Plan, in addition to the above described fees, Nationwide shall also receive fees with respect to a participant's use of participant loan administration, the Self-Directed Brokerage Account ("SDBA"), and Nationwide's managed account service ("ProAccount") as follows:
 - 1) Loans – If requested by the Plan Sponsor and permitted under the terms of the Plan, Nationwide will assist the Plan Sponsor in processing participant loan requests pursuant to participant loan administrative procedures approved by the Plan Sponsor and Nationwide. All participant loan fees are governed by Nationwide's Plan Loan Procedures document, a copy of which has been provided to the Plan Sponsor.
 - 2) Self-Directed Brokerage Account – The Plan offers an SDBA investment option for qualifying participants in the Plan. Initial and annual administrative fees may be charged as outlined in the separate fee agreement for the SDBA that will be provided to each participant by Nationwide.
 - 3) Managed account services (Nationwide ProAccount) – Managed account services are offered by Nationwide Investment Advisors ("NIA"), an affiliate of Nationwide, and

the Plan Sponsor must execute a separate agreement with NIA if the Plan Sponsor wants to add ProAccount to the Plan. Only participants who choose to utilize Nationwide's ProAccount managed account service are assessed fees. Such fees are authorized in a separate ProAccount agreement between the participant and NIA, and are assessed pursuant to the terms and conditions of such agreement.

Fees related to participant loans, the SDBA and Nationwide ProAccount are in addition to the Compensation Requirement for Administrative Services as provided in this Agreement.

- E. Plan Sponsor may request Nationwide and/or its affiliates to provide additional services not described in this Agreement by making such a request in writing, which Nationwide may decide to perform for compensation to be negotiated by the parties prior to the commencement of the additional services.

5. INVESTMENT OPTIONS

Nationwide agrees to accept contributions to the Plan for investment in the investment options selected for the Plan by the Plan Sponsor or other responsible plan fiduciary in its sole discretion and agreed to by Nationwide.

Plan Sponsor agrees to accept the terms and conditions of the annuity contracts, mutual funds, and any other investment products selected for the Plan after being provided with a copy of same.

6. ADMINISTRATION SERVICES

A. PLAN DOCUMENTS

- 1) Nationwide will provide the Plan Sponsor with an Adoption Agreement and Plan Document which has been designed to comply with the requirements of Section 457(b) of the Code. The Adoption Agreement and Plan Document will be prepared by Nationwide at the direction of the Plan Sponsor and with the understanding that it will be reviewed by the Plan Sponsor and the Plan Sponsor's tax and legal advisors prior to execution. Nationwide does not provide tax or legal advice. Plan Sponsor agrees to provide Nationwide with executed copies of the Adoption Agreement and any other related Plan documentation as requested by Nationwide.
- 2) When directed by the Plan Sponsor, or at such other times as it may determine, Nationwide will prepare and provide draft Plan amendments for review and approval by the Plan Sponsor. Such Plan amendments may include changes required to keep the Plan Document in compliance with the Code as the result of changes in federal law that affect the Plan. The Plan Sponsor will remain responsible for the accuracy and timely adoption of any Plan amendments. The Plan Sponsor is responsible for properly executing and retaining such documents and agrees to provide Nationwide with executed copies of same.
- 3) Nationwide will prepare the Adoption Agreement for review by the Plan Sponsor utilizing information and representations provided by the Plan Sponsor, which information and representations may include Plan provisions found in the prior Plan documents not prepared by Nationwide.

Plan Sponsor acknowledges that:

- a) The accuracy and completeness of the information and representations in the Adoption Agreement prepared by Nationwide, which determine the Plan's provisions used by Nationwide to administer the Plan, are the sole responsibility of the Plan Sponsor.
- b) Nationwide does not review prior Plan documents to ensure that all required amendments or restatements were properly and timely made, or that any of the prior Plan provisions are in compliance with applicable laws and regulations. The restatement of the Plan Sponsor's Plan onto a Nationwide specimen Plan document does not retroactively correct any Plan documentary or operational errors that may have occurred prior to the date Administrative Services are provided by Nationwide.

B. PARTICIPANT ENROLLMENT AND COMMUNICATION/EDUCATION SERVICES

Nationwide agrees to establish an account for each Plan participant, beneficiary and alternate payee (for purposes of this Agreement only, hereinafter referred to as "participants"). For each such account, Nationwide will record and maintain the following information, provided Nationwide is provided with same:

- (a) name;
- (b) Social Security number;
- (c) mailing address;
- (d) date of birth;
- (e) current investment allocation direction;
- (f) contributions allocated and invested;
- (g) investment transfers;
- (h) benefit payments;
- (i) current account balance;
- (j) transaction history since funding under the Agreement;
- (k) contributions since funding under the Agreement;
- (l) e-mail address;
- (m) beneficiary designation;
- (n) benefit tax withholding information; and
- (o) such other information as agreed upon by the Plan Sponsor and Nationwide.

Nationwide will post and credit the amounts transmitted by the Plan Sponsor to the accounts of Plan participants in accordance with the latest instructions from participants or the Plan Sponsor (as applicable) on file with Nationwide, which instructions can include direction via electronic sources such as the website or the interactive voice response system.

Nationwide agrees to process the enrollment of employees eligible to participate in the Plan as determined by the Plan Sponsor. Nationwide also agrees to conduct enrollment meetings with Plan Sponsor's employees in such number and manner as determined by the parties. The Plan Sponsor agrees to allow and facilitate the periodic distribution of materials to Plan participants at the time and in the manner determined by the Plan Sponsor; provided however, that all reasonable expenses associated with such distribution shall be paid by Nationwide. The Plan Sponsor further agrees to allow and facilitate the periodic distribution to its employees of materials prepared by Nationwide regarding products and services offered by

Nationwide, or its affiliates, which Nationwide reasonably believes would be beneficial to such Plan participants.

C. PLAN CONTRIBUTIONS

Plan Sponsor agrees to send all Plan contributions to Nationwide on a timely basis that is in compliance with all applicable legal requirements. Nationwide agrees to post funds received as contributions to the Plan in accordance with the separate funding agreements between Plan Sponsor and Nationwide or any of its affiliates when received from the Plan Sponsor in good order by Nationwide. The term “in good order,” as used in this Agreement, means the receipt of required information by Nationwide, in a form deemed reasonably acceptable to Nationwide, with respect to the processing of a request or the completion of a task by Nationwide that reasonably requires information from a third-party. More specifically, Plan contributions and contribution allocation information must meet all of the following requirements in order to be deemed to be in good order:

- 1) All records must include the correct and complete participant name, Social Security number, and the amount to be credited to the participant’s account(s);
- 2) The source of funds must be identified (e.g., 457(b) salary reduction, employer contribution);
- 3) The Plan name and Plan number must be clearly identified;
- 4) Both the participant allocation detail and the total contribution amount must be received, and these two totals must match each other; and
- 5) All participants making or receiving a contribution must have an active account in the Plan.

Funds may be sent by wire transfer, through an automated clearinghouse or by check in accordance with written instructions provided by Nationwide. Failure to follow the written instructions provided by Nationwide may result in delay of posting to participant accounts.

All contribution allocation information with respect to participant accounts will be provided to Nationwide in a mutually agreed upon format.

If Nationwide makes a determination that the contribution or allocation detail is not in good order, Nationwide shall notify the Plan Sponsor of such determination upon discovery. After such notification, the parties will continue to try to resolve the not in good order status, but if resolution is not achieved, Nationwide shall return the funds to the Plan Sponsor within thirty (30) Business Days. Nationwide will not be liable for any delay in posting if the Plan Sponsor fails to send the funds representing contribution amounts or contribution allocation information in accordance with Nationwide’s instructions to the central processing site designated by Nationwide, or for any delay in posting that results from the receipt of funds and/or contribution allocation that Nationwide determines to be not in good order.

As used in this Agreement, the term “Business Day” means each Monday through Friday during the hours the New York Stock Exchange is open for business. No transactions can be completed on any Business Day after such time as the New York Stock Exchange closes.

The Plan Sponsor shall, upon request, timely provide all information required by Nationwide to perform its services to the Plan as described in this Agreement. The Plan Sponsor shall be responsible for ensuring that the provided information is accurate and complete. Nationwide shall be entitled to rely exclusively on the information provided by the Plan Sponsor or the Plan Sponsor's advisors, whether oral or in writing, and will have no responsibility to independently verify the accuracy of that information. The Plan Sponsor acknowledges that inaccurate and/or late information could result in tax penalties and/or participant/beneficiary legal claims. Nationwide assumes no responsibility for, and shall not have any liability for, any consequences that result from Nationwide's inability to complete its work in the ordinary course of its business due to the failure of the Plan Sponsor to provide accurate and timely information to Nationwide.

The Plan Sponsor is responsible for providing updated information regarding Plan participants requested by Nationwide that the Plan Sponsor and Nationwide mutually agree is necessary for Nationwide to perform the Administrative Services to the Plan Sponsor under this Agreement.

Plan Sponsor agrees to be responsible for all maximum deferral limit testing.

D. SERVICES WITH RESPECT TO PARTICIPANT PLAN ACCOUNTS

- 1) Nationwide will provide a secure Internet site that complies with applicable data protection and privacy laws. Using this site, participants may: (i) obtain information regarding their accounts, and (ii) conduct certain routine transactions with respect to their accounts. The Plan Sponsor authorizes Nationwide to honor instructions regarding such transactions that may be submitted by a participant using the secure Internet site. Nationwide shall implement reasonable physical and technical safeguards to protect personal information made available on its Internet site. Such safeguards shall be no less rigorous than generally accepted industry practices.
- 2) Participants will have the unlimited ability to increase (within the limitations of Section 457(b) of the Code) or decrease contributions to the Plan. All requests to increase or decrease contribution amounts will be processed by Nationwide within five (5) Business Days of receipt of the request, but cannot be effective until the later of (1) the first of the calendar month following the month in which the contribution change was requested, and (2) the date the contribution change can be processed by the Plan Sponsor given Plan Sponsor's payroll processing schedule.
- 3) Participants will have the ability to exchange existing account balances, in full or in part, and to redirect future contributions from one investment option offered by the Plan to another on any Business Day, subject to Nationwide policies and any applicable restrictions or penalties applied by the investment options.
- 4) Participants will receive consolidated quarterly statements detailing their account activity and account balances for the Plan. Participants shall be informed that they must notify Nationwide of any errors within forty-five (45) days of receipt of their statements or confirmation of their investments. Nationwide will not be liable for any errors not reported within this time frame.
- 5) Nationwide agrees to deliver account statements (by U.S. mail or electronically) to participants within thirty (30) calendar days after the end of each calendar quarter. This

timeframe is contingent upon Nationwide receiving fund returns from the mutual fund providers within four (4) Business Days after the end of each quarter.

- 6) Nationwide agrees to provide reports to the Plan Sponsor within thirty (30) days following the end of each calendar year quarterly reporting period (March 31, June 30, September 30, and December 31) summarizing the following:
 - a) All participant activity that transpired during the reporting period;
 - b) Total contributions allocated to each investment or insurance option under the Plan; and
 - c) Total withdrawals by participant. This report shall include the amount, type and date of withdrawal.
- 7) Nationwide agrees to maintain, for a reasonable amount of time, the records necessary to produce any required reports. Plan Sponsor agrees that all related paper and electronic records shall remain the property of Nationwide.

E. DISTRIBUTIONS

- 1) Nationwide shall make all distributions as directed by a Plan participant or the Plan Sponsor, in accordance with the plan document. All distributions will be made pro-rata from each of the participant's investment options and money sources unless directed otherwise by the participant. Participants are responsible for selecting a form of payment from those available under the terms of the Plan and making all other elections regarding available distribution options, such as rollover elections.
- 2) Nationwide shall furnish each participant, who has received a benefit payment, tax reporting forms in the manner and time prescribed by federal and state law. Plan Sponsor shall be responsible for all tax reporting requirements for periods prior to the effective date of this Agreement, or after the termination date of this Agreement, unless otherwise agreed to in writing by the parties to this Agreement.
- 3) To the extent required by federal and state law, Nationwide will calculate and withhold from each benefit payment federal and state income taxes. Nationwide will report such withholding to the federal and state governments as required by applicable law. Plan Sponsor shall be responsible for all tax reporting requirements for periods prior to the effective date of this Agreement, or after the termination date of this Agreement, unless otherwise agreed to in writing by the parties to this Agreement.
- 4) Nationwide will provide notice and a distribution form to each participant attaining age 70½ or older in the current calendar year. The notice will inform the participant that required minimum distributions must begin no later than the April 1 of the calendar year following the later of attainment of age 70½ or retirement. All required minimum distributions will be made in accordance with the plan document.
- 5) Nationwide shall administer participant and beneficiary unclaimed property funds, including but not limited to uncashed distribution checks and death claims, in accordance with Nationwide's standard unclaimed property procedures.

F. QUALIFIED DOMESTIC RELATIONS ORDERS (QDROS)

If the Plan accepts Qualified Domestic Relations Orders (hereinafter “QDROs”), the Plan Sponsor directs Nationwide to process QDROs in accordance with Nationwide’s standard QDRO procedures, and the Plan Sponsor hereby approves the use of such standard QDRO procedures.

G. UNFORESEEABLE EMERGENCY WITHDRAWALS

If the Plan offers unforeseeable emergency withdrawals, the Plan Sponsor instructs Nationwide to process all unforeseeable emergency withdrawal requests received in good order, and in a manner satisfactory to Nationwide. Withdrawals will only be permitted due to an unforeseeable emergency resulting in a severe financial hardship to the participant or beneficiary that cannot be alleviated by any other means available to the participant, in accordance with Nationwide’s standard unforeseeable emergency procedures. Plan Sponsor hereby approves the use of such standard unforeseeable emergency procedures to make these determinations.

7. **PARTICIPANT SERVICES**

A. WEBSITE

Nationwide will create and maintain a website for and on behalf of the Plan Sponsor for the use of its participants. Participants may access the website via the internet at www.nrsforu.com to review and make changes to their accounts. The website is the exclusive property of Nationwide.

The website is available twenty-four (24) hours a day, except for routine maintenance of the system.

B. INTERACTIVE VOICE RESPONSE SYSTEM

Nationwide will provide an interactive voice response (IVR) toll free telephone number, which shall be operative twenty-four (24) hours per day, seven (7) days per week, except for routine maintenance of the system.

Participants shall be able to conduct routine plan transactions and obtain account balance information through the IVR.

The Plan Sponsor authorizes Nationwide to honor participant instructions, which may be submitted using the toll-free number, either through the IVR or a live representative.

C. CUSTOMER SERVICE

Nationwide’s customer service representatives will be available toll-free to answer participant questions and process applicable transactions between the hours of 8:00 a.m. and 11:00 p.m. Eastern Time each Monday through Friday, and between the hours of 9:00 a.m. and 6:00 p.m. Eastern Time each Saturday, with the exception of certain holidays as dictated by the New York Stock Exchange holiday trading schedule.

8. TERMINATION

Either the Plan Sponsor or Nationwide may terminate this Agreement for any reason upon providing one-hundred and twenty (120) days written notice to the other party. Provision of such written notice of termination by Plan Sponsor to Nationwide does not relieve the Plan Sponsor of any termination requirements that may be associated with specific investment options, nor does it relieve Plan Sponsor of any termination requirements associated with those investment options. Plan Sponsor further acknowledges and agrees that the Plan is responsible for any investment product liquidation fees, if applicable, and that neither Nationwide nor any of its affiliates assumes liability for any such fees.

Upon the effective date of termination of this Agreement the following shall occur:

- A. Nationwide will no longer accept contributions to the Plan except by mutual agreement of the parties.
- B. Nationwide will:
 - 1) Provide Plan Sponsor, or such other entity as the Plan Sponsor may designate in writing, with a copy of all participant records in an electronic format as mutually agreed upon between Nationwide and Plan Sponsor, within sixty (60) days after the effective date of the termination.
 - 2) Transfer any periodic distribution amounts and schedules, continuing loan repayments, or other ongoing participant transactional activity to the Plan Sponsor, or such other entity as the Plan Sponsor may designate in writing, in accordance with the time frame described above for the delivery of participant records.
 - 3) Transfer all Plan assets under its control to the Plan Sponsor or to such other entity as the Plan Sponsor may designate in writing. Nationwide agrees to provide a final accounting of all Plan assets for which Nationwide provides recordkeeping.

If the Plan is not funded within one-hundred and eighty (180) days of the date this Agreement signed by the parties, Nationwide reserves the right to terminate the Agreement by providing written notice of the termination to Plan Sponsor.

9. DEFAULT

In the event either party fails to perform any or all of its obligations as defined in this Agreement, the non-defaulting party shall give the defaulting party written notice, specifying the particulars of the default. If such default is not cured within sixty (60) days from the date in which notice of default is given, the non-defaulting party may terminate the Agreement in accordance with Section 8 of this Agreement.

10. ASSIGNABILITY

No party to this Agreement shall assign the same without the express written consent of the other party, which consent shall not be unreasonably withheld. This provision shall not restrict Nationwide's right to delegate certain services to an agent, including any affiliate, without having to obtain written consent of Plan Sponsor first. Unless agreed to by the parties, no such assignment shall relieve any party to this Agreement of any duties or responsibilities herein.

11. CONFIDENTIALITY

Nationwide agrees to maintain all information obtained from or related to all Plan participants as confidential. The Plan Sponsor and Nationwide agree that Nationwide, its officers, employees, brokers, registered representatives, affiliates, vendors and professional advisors (such as attorneys, accountants and actuaries) may use and disclose Plan and participant information only to enable or assist it in the performance of its duties hereunder and with other Plan-related activities, and the Plan Sponsor expressly authorizes Nationwide to disclose Plan and participant information to its agents and/or broker of record on file with Nationwide. Notwithstanding anything to the contrary contained herein, it is expressly understood that Nationwide retains the right to use any and all information in its possession in connection with its defense and/or prosecution of any litigation which may arise in connection with this Agreement, the investment arrangement funding the Plan, or the Plan; provided, however, in no event will Nationwide release any information to any person or entity except as permitted by applicable law.

This Section 11 will survive the termination for any reason of this Agreement.

12. CIRCUMSTANCES EXCUSING PERFORMANCE

Neither party to this Agreement shall be in default by reason of failure to perform in accordance with its terms if such failure arises out of causes beyond their reasonable control and without fault or negligence on their part. Such causes may include, but are not limited to, Acts of God or public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine or restrictions, freight embargoes, and unusually severe weather.

Neither party shall be responsible for performing all or any portion of the services contemplated by this Agreement that are precluded by the foregoing events for such period of time as the Plan Sponsor or Nationwide are prevented from performing such services in the normal course of business. Neither Nationwide nor the Plan Sponsor shall be liable for lost profits, losses, damage or injury, including without limitation, special or consequential damages, resulting in whole or in part from the foregoing events.

“Acts of God” are defined as acts, events, happenings or occurrences due exclusively to natural causes and inevitable accident or disaster, exclusive from all human intervention.

13. INDEMNIFICATION

Nationwide agrees to indemnify, defend and hold harmless the Plan Sponsor, its officers, directors, agents, and employees from and against any loss, damage or liability assessed against the Plan Sponsor or incurred by the Plan Sponsor arising out of or in connection with any claim, action, or suit brought or asserted against the Plan Sponsor alleging or involving Nationwide’s non-performance of the provisions of this Agreement under Nationwide’s exclusive control, or negligence or willful misconduct in the performance of its services, duties and obligations under this Agreement. In addition, Nationwide represents, warrants and covenants that the indemnification in this paragraph is enforceable under applicable law and that Nationwide will not assert a position contrary to such representation in any judicial or administrative proceeding.

The Plan Sponsor agrees to indemnify, defend and hold harmless Nationwide, its officers, directors, agents, and employees from and against any loss, damage or liability assessed against Nationwide or incurred by Nationwide arising out of or in connection with any claim, action, or suit brought or asserted against Nationwide alleging or involving the Plan Sponsor’s non-performance of the

provisions of this Agreement under the Plan Sponsor's exclusive control, or negligence or willful misconduct in the performance of its duties and obligations under this Agreement. In addition, the Plan Sponsor represents, warrants and covenants that the indemnification in this paragraph is enforceable under applicable law and that Plan Sponsor will not assert a position contrary to such representation in any judicial or administrative proceeding.

14. PARTIES BOUND

This Agreement and the provisions thereof shall be binding upon and shall inure to the benefit of the successors and assigns of Nationwide and the Plan Sponsor. The Plan and Plan participants are not parties to this Agreement, and Nationwide has no contractual obligations to the Plan or Plan participants. This Agreement shall be enforceable only by the parties, not by Plan participants or other third parties, and is intended to create no third-party beneficiaries.

15. PRIVITY OF CONTRACT

Plan Sponsor acknowledges and agrees that Nationwide and Plan participants shall have no privity of contract with each other.

16. APPLICABLE LAW AND VENUE

The laws of the state in which the Plan Sponsor is located shall govern the rights and obligations of the parties under this Agreement without regard to choice of law principles.

17. MODIFICATION

This writing is intended both as the final expression of the Agreement between the parties and as a complete statement of the terms of the Agreement. Notwithstanding anything contained herein to the contrary, this Agreement may be amended from time to time and as mutually agreed upon by the parties. Except as otherwise provided herein, no modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

Notwithstanding the above, if Nationwide determines that an amendment to this Agreement is necessary that affects more than one plan sponsor and this change is communicated in writing to all affected plan sponsors, Nationwide reserves the right to implement the amendment on a prospective basis for any Plan whose plan sponsor fails to respond to the request for written approval of the amendment in a timely fashion. Plan Sponsor hereby approves all such amendments unless a proper and timely response is made to Nationwide in regard to any Agreement modification communicated to Plan Sponsor.

18. NO WAIVER

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision or of any other provision in this Agreement and either party may, at any time, enforce the provision previously unenforced, unless a modification to this Agreement has been executed that affects the provision previously unenforced.

19. SEVERABILITY

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction where performance is required shall be ineffective to the extent such provision is prohibited or

unenforceable without invalidating the remaining provisions, and any such prohibition or unenforceable provision in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

20. AUTHORIZED PERSONS

The Plan Sponsor will furnish a list to Nationwide (and from time to time whenever there are changes therein) of the individuals authorized to transmit instruction to Nationwide concerning the Plan and/or assets in the account, and written direction regarding the form of such instructions.

21. COMPLIANCE WITH LAWS

Both the Plan Sponsor and Nationwide agree to comply, in their respective roles under this Agreement, in all material respects with all applicable federal laws and regulations as they affect the Plan and the administration thereof. Nothing contained herein shall be construed to prohibit either party from performing any act or not performing any act as either may be required by statute, court decision, or other authority having jurisdiction thereof.

As required by Chapter 2270, Texas Government Code, Nationwide hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

22. SURVIVAL OF REPRESENTATIONS, WARRANTIES AND INDEMNITY

Notwithstanding anything to the contrary, any representations and warranties contained herein shall survive termination of this Agreement for the full period of any applicable statute of limitations that may apply to this Agreement. Further, the party making any representation or warranty shall notify the other party in writing within five (5) business days of any representation or warranty that is no longer valid. Notwithstanding anything to the contrary, any indemnity provisions contained herein shall survive the termination of this Agreement for the full period of any applicable statute of limitations that may apply to this Agreement.

23. ATTORNEYS' FEES

Each party agrees that in the event of a claim, arbitration, or lawsuit filed by a party to this Agreement, each party shall be responsible for its own attorneys' fees and/or any costs or expenses related to the bringing or defense of any such claim, arbitration, or lawsuit.

24. HEADINGS

The headings of articles, paragraphs, and sections in this Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

25. NOTICES

All notices and demands to be given under this Agreement by one party to another shall be given by certified or United States mail, addressed to the party to be notified or upon whom a demand is

Exhibit A: Service Commitment Guarantees

Nationwide is willing to commit \$10,000 annually towards service commitment guarantees for the City of Round Rock, Texas. The dollar amounts at risk listed below:

	Benchmark	
Phone		
Participant services response time	80% within 20 seconds	\$150/quarterly maximum
Statements		
Participant statement mail time	Within 30 business days of the end of the reporting period	\$150/quarterly maximum
Plan Sponsor statement mail time	Within 30 business days of the end of reporting	\$150/quarterly maximum
Participant online statement posting	Within 15 business days of the end of the reporting period	\$150/quarterly maximum
Plan Sponsor online statement posting	Within 30 business days of the end of reporting	\$150/quarterly maximum
Administration		
Processing Payroll Contributions	Same business day processing, if the wire plus details are received in good order and submitted via the file transfer process with Munis, the plan's payroll provider, before the close of the NY Stock Exchange	\$4,000 annual maximum (\$1,000 quarterly maximum)
Withdrawals processed	Within five business days of receipt in good order	\$150/quarterly maximum if less than 99%
Emergency withdrawals processed	Within five business days of receipt in good order	\$150/quarterly maximum if less than 99%
Rollovers/transfers out	Within five business days of receipt in good order	\$150/quarterly maximum if less than 99%
Loan processing	Within five business days of receipt in good order	\$150/quarterly maximum if less than 99%
Participant Services		
Number of on-site individual meetings	12 service days per year	\$1,000/annually
Number of on-site group meetings	1 per quarter	\$1,000/annually
Plan Sponsor Services		
Quarterly Gauging Success Report Delivery	Within 30 business days of the end of the reporting period	\$50/quarterly maximum

*Electronic communication from Nationwide local service team to the City of Round Rock, Texas may be delivered via secure/encrypted email.



City of Round Rock

Agenda Item Summary

Agenda Number: F.3

Title: Consider a resolution authorizing the Mayor to execute a Master Services Agreement with Alight Solutions, LLC for employee healthcare navigation services.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2019

Dept Director: Valerie Francois, Human Resources Director

Cost: \$54,000.00

Indexes: Self-Funded Health Insurance

Attachments: Resolution, Exhibit A, Compass Overview, Form 1295,

Department: Human Resources Department

Text of Legislative File 2019-0403

This agreement is for Alight Solutions, LLC to provide the Compass Health navigation to employees, dependents and retirees enrolled with the City's health plans. Compass will assist with comparing costs for care, finding highly-rated and cost effective providers, and understanding bills and Explanation of Benefits (health and prescription plans only).

Estimated annual cost: \$54,000

Source of Funds: Self-Funded Health Insurance

RESOLUTION NO. R-2019-0403

WHEREAS, the City of Round Rock (“City”) desires to retain professional services to provide employee healthcare navigation services; and

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

WHEREAS, Alight Solutions, LLC (“Alight”) is the sole source provider of the desired services; and

WHEREAS, the City desires to have Alight provide employee healthcare navigation services as described in the Master Services Agreement (“Agreement”) attached hereto as Exhibit “A”; and

WHEREAS, the City and Alight desire to enter into this Agreement and abide by the terms therein, 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 Master Services Agreement for employee healthcare navigation services with Alight Solutions, LLC, a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 10th day of October, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

Master Services Agreement

This Master Services Agreement (this "Agreement"), effective as of January 1, 2020 (the "Effective Date"), is by and between City of Round Rock, a TX home-rule municipality with its principal place of business at 221 East Main St, Round Rock, TX 78664 ("Client") and Alight Solutions LLC, an Illinois limited liability company with its principal place of business at 4 Overlook Point, Lincolnshire IL 60069 ("Alight"). Client and Alight may be individually referred to herein as a "Party" or collectively as the "Parties."

1. Services.

(a) Alight will provide services to Client as described in the Statement(s) of Work ("SOW") attached hereto as Schedule A hereto (the "Services"). Client will pay compensation to Alight for the Services as specified in Schedule B. Alight shall have discretion and flexibility to structure its operations to deliver the Services from various Alight service locations and Alight affiliates located globally. Client will submit to Alight all Client Information in Client's control necessary for Alight to perform the Services covered by this Agreement. Client is responsible for the accuracy and completeness of any and all Client Information that is submitted to Alight. Client agrees to notify Alight as soon as possible of any problems or errors in Client Information submitted. Services performed by Alight in correcting such problems or errors are additional services for which additional fees will be payable. Client shall obtain any consent necessary to enable Alight's provision of the Services as contemplated herein.

(b) Certain of the Services described in the SOW may be set out with greater specificity in document(s) which set(s) forth the detailed rules by which the Services will be rendered (as amended or supplemented from time to time, the "Business Requirements Document"). The Business Requirements Document shall be prepared by Alight (after consulting with Client) and submitted to Client for approval. Approved portions of the submitted Business Requirements Document will be incorporated by reference into this Agreement. The Parties will cooperate to resolve any written comments or objections of Client and revise the Business Requirements Document accordingly. If Client's comments or objections to any submitted portion(s) are not delivered to Alight within fifteen (15) business days of submission, the submitted portion(s) shall be deemed approved until the Parties agree otherwise. Amendments, updates and revisions to the Business Requirements Document shall follow this procedure or may be documented via the change order process described in this Agreement. If there are any conflicts between the SOW and the Business Requirements Document, the Business Requirements Document will control.

(c) Alight shall at all times during the Term remain in material compliance with all federal, state and local laws and regulations ("Laws") that are applicable to Alight in its capacity as a service provider. Client shall at all times during the Term remain in material compliance with all Laws that are applicable to Client's business and operations.

(d) The Parties may agree to revise or change the nature and scope of some or all of the Services from time to time during the Term as described in this Section. If the Parties agree to proceed with a change or with further discussions related to such change, Alight shall: (i) complete a change order that includes the description of the change, if any, and the impact of the change on the Services and the fees payable hereunder; and (ii) submit the change order for the review of an Authorized Representative of Client. If both Parties agree to implement such change order, an Authorized Representative of each Party shall indicate such Party's acceptance of the change order. Acceptance of a change order shall constitute an amendment to this Agreement and shall be binding on both Parties. Change orders may also trigger the need to update, amend or otherwise revise the Business Requirements Document. As used herein, "Authorized Representative" means, with respect to each Party, one or more persons who are duly authorized by such Party to address operational issues that may arise from time to time under this Agreement. Each Party shall designate in writing (including by email) an appropriate person or persons (or designated alternates) as their respective

Authorized Representatives. Each Party may supplement or otherwise modify its list of Authorized Representatives from time to time by written notice to the other Party without the need to amend this Agreement. Each Party's Authorized Representatives shall have authority to issue, execute, grant or provide any client directions, approvals, requests, change orders, notices or other communications required hereunder or requested by the other Party hereto.

(e) In the course of providing the Services, Alight may receive written (including by email) or oral instruction or direction from Client's Authorized Representative that does not constitute a change order or may not be documented as a change order in a timely way. Alight may rely, in performing its obligations under this Agreement, upon any such direction or any information, data, document or instrument supplied by Client or an employee of Client or applicable benefit plan participant. If and to the extent that Alight or any of its subcontractors acts or fails to act as a result of or based upon any such direction or employee or participant direction, Alight shall be relieved of any liability arising therefrom, and such act or failure to act shall not constitute a breach of any obligation of Alight contained in this Agreement. Alight shall be responsible for taking the initiative to resolve issues related to the Services under this Agreement, but if Alight reasonably requests instruction or direction from Client and does not receive such direction in a timely manner, Alight shall not be deemed to have breached this Agreement with respect to any act or failure to act undertaken in good faith relating to the instructions requested.

2. Term and Termination

(a) The initial term of this Agreement (the "Initial Term") commences on the Effective Date and shall end on the first anniversary of the date on which the Services commence, which is scheduled to occur on January 1, 2020 (the "Live Date"), unless it is terminated earlier as provided in this Section. Upon the expiration of the Initial Term or any Renewal Term (together, the "Term"), this Agreement shall automatically renew for successive one year terms (each, a "Renewal Term") unless either Party provides the other Party with a written termination notice at least ninety (90) days prior to the end of the Initial Term or any Renewal Term. If any aspect of the Services extends beyond the termination date of this Agreement, the applicable terms of this Agreement shall extend automatically for such Services until the Services are completed.

(b) Either Party may terminate this Agreement or any SOW for convenience at any time upon ninety (90) days prior written notice to the other Party. In the event Client terminates this Agreement or an SOW for convenience pursuant to this Section, or Alight terminates this Agreement pursuant to Section 2(c) due to Client's failure to pay undisputed amounts when due, Client shall pay the applicable termination fees identified in Schedule B, plus any unpaid transition charges and unpaid fees for ongoing Services up through the effective date of termination. Such termination fees shall be based on the date of termination and shall be due and payable with the notice of the termination.

(c) Either Party may terminate this Agreement for cause upon thirty (30) days prior written notice to the other Party, provided that such other Party shall have the opportunity to cure any breach within such thirty (30) days. Except in the case of a payment default, the thirty(30) day cure period may be extended if the defaulting Party is making all reasonable efforts to promptly cure the non-performance and within such period, the defaulting Party gives the non-defaulting Party written notice of the defaulting Party's need for an extension and of the actions it is taking to cure its breach or non-performance. As used in this Section, the term "reasonable efforts" shall include the application of diligence and resources reasonably necessary to cure the non-performance in a business-like fashion with due regard to the seriousness of such non-performance or non-compliance and its impact upon the non-defaulting Party and those to whom the non-defaulting Party may have legal or contractual obligations. In the event that a purported termination for cause by Client under Section 2(c) is determined not to be properly a termination for cause, then such termination by Client will be deemed to be a termination for convenience under this Section.

(d) Alight shall, upon Client's request following delivery of a termination notice but prior to the end of the Term, if all payments due to Alight under this Agreement have been paid, provide reasonable termination assistance. Alight may retain a reasonable number of archival copies of Client Information for Alight's audit and archival purposes. All Alight Information and other Alight Confidential Information, together with any copies thereof, in Client's possession or control will either be returned to Alight or destroyed with written certification to Alight of such destruction by Client.

3. Ownership and Control of Data and Work Product

(a) "Client Information" is defined as all information, data, and materials (in whatever form or media) provided to Alight under this Agreement by or on behalf of Client. "Alight Information" is defined as all information and materials (in whatever form or media) provided to Client by or on behalf of Alight other than Client Information. Alight Information includes, but is not limited to: letters, reports and other presentations; each Alight web site on the World Wide Web through which it may perform the Services and make related information and/or other content available to Client as may be modified from time to time; any software, including underlying source and object code, and instructions embedded in spreadsheets, owned by or licensed to Alight; Alight's responses to Client's requests for proposal or other proposal related documentation; Alight's standard materials and derivatives thereof and related materials; and Alight's generalized practices, techniques, business processes, and know-how regardless of whether developed in connection with the Services or engagements with other Alight clients.

(b) As between Client and Alight: (i) Alight will retain all right, title and interest in and to all Alight Information; and (ii) Client will retain all right, title and interest in and to all Client Information.

(c) Subject to the terms of this Agreement, Alight grants to Client a non-exclusive, non-sublicenseable, non-transferable, royalty-free right and license during the Term to access and use the Alight Information made available by Alight to Client solely to receive the Services. The foregoing right and license may be subject to additional restrictions specific to Alight's suppliers and the third-party software and materials. Client's license and access rights to Alight Information expire as of the end of the Term.

(d) Client grants Alight and its affiliates and subcontractors a non-exclusive, sub-licensable, non-transferable, royalty-free right and license during the Term to use the Client Information made available by Client to Alight in connection with the performance of the Services.

(e) Client will not (i) create derivative works based on, modify, or translate the Alight Information; (ii) sell, assign, distribute, lease, market, rent, sublicense, transfer, or otherwise grant rights to the Alight Information in whole or in part to any third party; (iii) obfuscate, remove or alter any of the internet links or copyright or other proprietary legends that are in the Alight Information or that are displayed on pages served by the Alight Information; or (iv) reverse engineer, decompile or disassemble Alight Information or any part thereof or otherwise obtain or attempt to obtain the source code for Alight Information.

(f) Nothing in this Agreement affects either Party's right to make use of its general knowledge, know-how (including processes, ideas, concepts and techniques developed in the course of performing the Services hereunder) and skill acquired or developed in the course of this Agreement.

4. Confidentiality

(a) For the purposes of this Agreement, "Confidential Information" includes: (i) the terms of this Agreement; (ii) Client Information; (iii) Alight Information; and (iv) any other information which should reasonably be deemed confidential by the recipient. Each Party's respective Confidential Information will remain its sole and exclusive property. Confidential Information shall not include any information that: (1) at the time of disclosure or subsequent to the disclosure the information was or becomes part of the public domain, except through direct or indirect disclosure by the recipient in breach of this Section; (2) was in the recipient's possession free of any obligation of confidence at the time of disclosure by or on behalf of the discloser to the recipient and was not otherwise acquired, directly or indirectly, from the

discloser; or (3) was developed independently by the recipient or its employees, consultants or agents without use of the discloser's Confidential Information.

(b) Each Party will use reasonable efforts to cause its employees to prevent unauthorized disclosure, of the Confidential Information of the other Party. Each Party agrees that only its employees (and in Alight's case, any subcontractors through which Alight is performing the Services or vendors providing back-office support) who have a need to know the Confidential Information of the other Party will receive such Confidential Information. No Party will disclose the other Party's Confidential Information to a third party (other than an Alight subcontractor or vendor as described above) without the prior written consent of the other Party.

(c) The receiver may disclose Confidential Information as required to comply with a valid order or other requirement of a court or other governmental body. Written notice of such order or requirement shall be given to the discloser promptly after being subject to such order or requirement and, if practicable, in advance of the required disclosure. The receiver shall cooperate with efforts by the discloser to seek a modification of the disclosure requirement and/or a confidentiality agreement or protective order governing the disclosure.

(d) Except as expressly set forth in this Section, each Party recognizes that its inappropriate disclosure or use of Confidential Information of the discloser may give rise to irreparable injury to the discloser and acknowledges that remedies other than injunctive relief may not be adequate. Accordingly, each Party (in its capacity as discloser) has the right to seek equitable and injunctive relief to prevent the unauthorized possession, use, disclosure or knowledge of any Confidential Information.

5. Liability/Indemnification

(a) Alight will correct its work product without additional charge if any errors or omissions occur in its work. Alight shall indemnify and hold Client harmless from and against any and all damages, losses, liabilities, and expenses, including reasonable attorney's fees and expenses (collectively "Losses") arising from Alight's failure to comply with the applicable terms and conditions of this Agreement (regardless of whether such Losses are based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose, statutory liability or otherwise).

(b) If Client (or its directors, officers, employees and agents) suffers Losses as a result of Alight's breach of its obligations hereunder, Alight's maximum aggregate liability for Losses with respect to Alight's acts, errors or omissions during the Term shall be limited to the amount of fees paid to Alight by Client under the Agreement during such year, except to the extent such Losses result from (i) Alight's willful, fraudulent or criminal misconduct, (ii) the bodily injury, including death or damage to real or personal property of Client or its employees, or (iii) claims made against Client due to the infringement of Alight Information on a third party's proprietary rights.

(c) Subject to Alight's indemnity obligations in Section 5(a), Client shall indemnify, defend, and hold Alight harmless from and against any and all Losses of any nature relating to claims made by third parties, including, without limitation, Client's employees, affiliates, and plans and plan participants, with respect to the Services provided hereunder. Client is responsible for defending all claims made by Client's employees, affiliates, and plans and plan participants, with respect to the Services provided hereunder. Client's obligation to defend claims under this Section 5(c) shall not affect any Alight obligation to indemnify Client for Losses in connection with such claims under Section 5(a), provided that the full extent of Alight's responsibility for any and all Losses arising out of Alight's performance of the Services provided hereunder shall be as set forth in Section 5(b).

(d) In no event shall either Party have any liability, regardless of the form of action and on any theory of liability, including contract, strict liability, negligence or other tort, for any loss of interest, profit or revenue by the other Party or for any consequential, indirect, incidental, special, punitive or exemplary damages (including loss of data, harm to reputation, lost profits, drop in share price, impaired goodwill or lost productivity) suffered by the other Party, arising

from or related to this Agreement, even if such Party has been advised of the possibility of such losses or damages.

(e) Each party shall use reasonable efforts to mitigate its own, as well as the other party's, liability, damages, and other losses suffered in connection with and arising out of this Agreement.

6. Miscellaneous

(a) The Business Requirements Document, Schedules to this Agreement and any change orders executed by the Parties are incorporated into and deemed part of this Agreement. The Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement. References to Sections and Schedules are to the referenced portions of this Agreement unless otherwise specified. If there is an inconsistency between the terms in the body of this Agreement and any other agreed upon contractual document attached to (including Schedules), incorporated into (including the Business Requirements Document and change orders), or executed in connection with this Agreement, the terms of the Schedule, Business Requirements Document or change order shall prevail.

(b) The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either party may give the other party written notice of any dispute not resolved in the ordinary course of business. All negotiations between the parties conducted pursuant to the dispute resolution process described herein (and any of the parties' submissions in contemplation hereof) shall be kept confidential by the parties and shall be treated by the parties and their respective representatives as compromise and settlement negotiations for purposes of the applicable court rules of evidence.

(c) This Agreement has been entered into for the sole benefit of the Parties and their respective permitted successors and assigns. Except as specifically set forth in this Agreement, the Parties do not intend the benefits of this Agreement to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such third party against any Party.

(d) Alight shall not have any discretion with respect to the management or administration of any Client human resources policy or benefit plan, or with respect to determining or changing the rules or policies pertaining to eligibility or entitlement of any employee or benefit plan participant in any such policy or plan to benefits under such policy or plan. Alight also shall not have any control or authority with respect to any assets of any Client human resources policy or benefit plan, including the investment or disposition thereof. All discretion and control with respect to the terms, administration or assets of any Client human resources policy or benefit plan shall remain with Client or with the named fiduciaries under such policy or plan.

(e) This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of Alight and Client. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except Alight may assign its rights and obligations to an affiliate entity controlled by, controlling, or in common control with Alight or in connection with an initial public offering of Alight's business.

(f) Neither Party will be in breach of this Agreement or any Schedule as a result of, nor will either Party be liable to the other Party for, liabilities, damages, or other losses arising out of delays in performance caused by acts of God, government authority, strike or labor disputes, fires or other loss of facilities, and other similar occurrences as long as such Party is diligently attempting to correct the cause of the delay. Alight's failure to perform the Services or its other obligations in accordance with the applicable terms of this Agreement shall be excused to the extent that any such failure is attributable to (i) Client's or Client's third parties failure to fulfill its obligations under this Agreement or to take corrective action within tasks allocated to Client in the SOW or (ii) Client's failure to follow the rules, policies and procedures of which they have been notified relating to the Services.

(g) Alight is authorized to include Client and its trademarks and logos in lists of Alight clients, proposals and internal communications.

(h) Alight (with the assistance of third parties who are subject to confidentiality agreements) may develop and use various reports, surveys, analytics studies and data compilations (collectively, "Data Derivations") for any business purpose, including analyses, extracts and derivations of Client Information, provided that such Data Derivations are comprised of anonymized data and do not contain any information that is identifiable to any third party recipient as originating from Client or its affiliates, employees or personnel. Alight may also use Client Information to the extent and for purposes authorized by the employee or participant whose data is being used.

(i) It is expressly understood and agreed that the Parties' respective obligations under this Agreement that by their nature continue beyond the termination or expiration of this Agreement shall survive such termination or expiration of this Agreement.

(j) If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, if capable of substantial performance, shall remain in full force and effect. No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights. Except as otherwise provided, all remedies available to a Party for breach of this Agreement under this Agreement, at law or in equity, are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

(k) In the event of any suit or action to construe or enforce this Agreement, or any portion thereof, the prevailing Party will be entitled to recover, in addition to any charges fixed by the court, its costs and expenses of such suit or action, including reasonable attorneys' fees and costs. A prevailing Party shall be the Party obtaining relief in respect of its suit or action whether by way of final and non-appealable judgment or order, or an award or order that provides injunctive relief or an agreement to take or refrain from taking specific action

(l) As US entities, the Parties are subject to the laws and regulations enforced by the United States Office of Foreign Assets Control (OFAC). In connection with the Services, it is Alight's expectation that Client will provide Alight with data that, if processed for payment, would result in a payment permitted under applicable law.

(m) This Agreement and the rights and obligations of the Parties under this Agreement shall be governed by and construed in accordance with the Laws of the State of Illinois, without giving effect to the principles thereof relating to the conflicts of laws, except to the extent superseded or preempted by federal law.

(n) After the execution and delivery of this Agreement and without any additional consideration, each of the Parties shall execute and deliver any further legal instruments and perform any actions which are or may become reasonably necessary to effectuate the purposes of this Agreement.

(o) Except as specifically set forth in this Agreement, all consents, approvals, notices, requests, and similar actions to be given or taken by either Party under this Agreement shall not be unreasonably withheld or delayed and each Party shall make only reasonable requests under this Agreement.

(p) The compensation paid to Alight attributable to the performance or receipt of the Services do not include any applicable federal, state or local sales, use, excise, value-added, withholding, personal property or other similar taxes (collectively "Transaction Taxes"). Client shall be solely responsible for any and all Transaction Taxes. The Transaction Taxes will be separately identified on an invoice and will be payable in accordance with the applicable terms of this Agreement. Client and Alight shall each bear sole responsibility for all federal, state or local taxes or assessments resulting from its respective (i) net income; (ii) capital (e.g., state

franchise taxes); (iii) gross receipts that are imposed on the privilege of doing business; or (iv) personal property or owned or leased real property used in connection with the performance or receipt of the Services.

(q) As required by Chapter 2270, Texas Government Code, Alight hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(r) This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof, and there are no other representations, understandings or agreements between the Parties relative to such subject matter. No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless signed by an authorized representative of each of the Parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Master Services Agreement:

Alight Solutions LLC

By: _____

Name: _____

Title: _____

Date: _____

City of Round Rock

By: _____

Name: _____

Title: _____

Date: _____

Schedule A – Healthcare Navigation Delivery Model
Administrative Services Agreement between City of Round Rock (“Client”) and
Alight Solutions LLC (“Alight Solutions”)
January 1, 2020

About this material

This document contains the delivery model for Navigation services provided by Alight Solutions LLC.

Healthcare navigation solutions core competencies include:

Navigator

- Alight Health Pro support dedicated to members
- Bill and Claim Review/Resolution: including reviews for accuracy, claims corrections, coordination of benefits, appeals processes, etc.
- Administrative coordination of complex care for patient: such as surgery pre-certification, prior-authorizations, etc.
- Connecting into client’s third-party programs (EAP, Telemedicine services, nurse lines, tobacco cessation, weight management, and many more.)
- Helping employees/dependents navigate the health care system and connect to the best resources for their individual situations
- Insurance benefit, clinical policy, & coverage questions
- Monthly member communications (from their Health Pro) that direct members to Health Pro support.
- Find highly-rated, cost effective providers and care
- Compare cost for procedures and care
- 24/7 access to decision support tools
- Find lower cost alternatives for prescriptions

The delivery model describes the range of services Alight can provide:

Navigator - Comprehensive healthcare navigation from a personal healthcare expert (e.g., Alight Health Pro consultant) and/or self-service technology (e.g., mobile app or online web portal) that helps employees and their families get assistance choosing a health plan, resolve medical billing issues, assist with understanding their health benefits, assist with scheduling appointments, find highly-rated, cost-effective providers and care, compare costs for procedures and care, and find lower cost alternatives for prescriptions. Compass Navigator empowers your people to make simpler, smarter healthcare decisions every day that improve care and lower healthcare costs

The delivery model is tailored for City of Round Rock based on your needs and is the basis for Alight’s fees. The client-specific document becomes an attachment to the contract

between Alight and the client. Alight is only responsible for delivering the services specifically listed in this document as part of its Navigation offer.

This delivery model does not replace or modify existing or future agreements between the client and Alight for services other than Navigation.

Note: Information provided by Health Pros is for informational purposes only and is not a substitute for personalized medical advice. Employees should seek the advice of their physician, or a qualified professional, before they make final decisions regarding their personal situation.

General Operations		
Function	Alight	Client or third -party
Service effective date	<p>Accept cases originating as of the service effective date of Navigation services</p> <p>Note: Resolution of any issues may be limited by third-party timeframe constraints (e.g., claim filing time limits in health plans)</p>	
Service Center location	<ul style="list-style-type: none"> Dallas, Texas 	
Covered populations	<ul style="list-style-type: none"> Active Employees Dependents (Spouses, Domestic Partners, Children) COBRA Qualified Beneficiaries Extended Family Members (Parents or Parents-in-Law) <p>Note: Services provided to family members that are not covered under the employer sponsored plans will be more directional and education</p>	
Covered plans with Health Pros	<p>Provide support for the following types of plans:</p> <ul style="list-style-type: none"> Medical Prescription Drug Mental Health/Substance Abuse including EAP Dental Vision Health Care, Reimbursement and Savings Accounts Flexible Spending Accounts (Health and Dependent) 	<p>Provide Alight with the following information for all plans and programs offered:</p> <ul style="list-style-type: none"> Summary Plan Descriptions (SPD) Plan contact information Other plan or program policy documents Open Enrollment Guide

General Operations		
Function	Alight	Client or third -party
Coordination assistance provided	Health Pros will provide basic education and navigate/ transfer on the following plans: <ul style="list-style-type: none"> • Employee Basic Life Insurance (including Executive Life Insurance) • Supplemental Life Insurance • Spouse and Child Life Insurance • Employee Accidental Death and Dismemberment (AD&D) • Short Term Disability (STD) • Long Term Disability (LTD) • Employee Discount Programs • Adoption Assistance Plan • Vacation/Sick Time/LOA • Defined Contribution Plans (401K) • Defined Benefit Plans (Pension) • Leave Administration 	
Covered plans with mobile app	<ul style="list-style-type: none"> • Medical • Dental • Vision 	
Program referrals	Health Pros will connect to client/health plan programs: <ul style="list-style-type: none"> • Voluntary Benefit Plans (e.g., Critical Illness, Hospital Indemnity, Accident) • Wellness and Wellness Reimbursement • Disease Management • Commuter • Tuition Reimbursement • Other applicable employer programs (Second Opinion, Telehealth, , etc.) 	<ul style="list-style-type: none"> • Provide Client/Health plan program information • Provide navigation information and program contact numbers
Employee authentication	Identify and authenticate employee's/dependents according to Alight's Employee Identity Management policy and procedures	Review and approve requests to access confidential employee information for: <ul style="list-style-type: none"> • Power of attorney • Legal guardianship (other than custodial parent)

General Operations		
Function	Alight	Client or third -party
Call recording	<ul style="list-style-type: none"> Record all incoming and outgoing calls as part of Alight's business records Inform employee that calls are recorded on both inbound and outbound calls Retain recordings for 16 months <p>Note: Alight will not provide copies of calls to employees without a subpoena</p>	
Quality monitoring	<ul style="list-style-type: none"> Perform systematic monitoring and coaching under a personalized Alight quality program: Based on world-class research center practices Focused on creating a compelling member experience with high Net Promoter Score performance Emphasizes expertise, confidence building, timely and accurate resolution, and personal service Evaluate calls and research cases to provide coaching based on key drivers of Employee satisfaction 	
Telephonic access for Non-English-speaking employees	<ul style="list-style-type: none"> Provide direct support in Spanish Provide direct support to employee if a Health Pro is available who speaks the language Establish contact with an interpreter service/language line on behalf of employee 	
Mobile app access for Non-English-speaking employees	<ul style="list-style-type: none"> Not supported 	

General Operations

Function	Alight	Client or third -party
Client escalations	<ul style="list-style-type: none"> Health Pro will notify Client Manager of potential employee escalations to alert the designated client contacts Client Manager will reach out to designated client contact for input on issues that require plan interpretation or clarification Client Manager or Health Pro will accept issues directly from HR and Client contacts 	Pre-identify client contacts authorized to escalate issues to Alight.
Reporting	<ul style="list-style-type: none"> Provide quarterly utilization reports which include an executive summary (with key performance indicators) and a detailed breakdown of engagement rates, cost savings and experience/satisfaction rates. This report also includes a breakdown of how employees connected with navigation (e.g. email, web portal, phone call, app), savings per solution (e.g. bill review, savings per doctor recommendation, cost estimate and Rx reviews) and member testimonials. 	

Omni Channel Access

Function	Alight	Client or third -party
Member web/portal access	<ul style="list-style-type: none"> Navigation Doctor Search and Cost Transparency is accessed through Compass Member Portal Navigation information is available 24/7, except for short periods of downtime for routine maintenance 	
Member app	<ul style="list-style-type: none"> Compass Health Pro contact information accessed through Health Pro Cloud App Navigation Doctor Search and Cost Transparency is accessed through Health Pro Cloud App Navigation information is available 24/7, except for short periods of downtime for routine maintenance. 	

Omni Channel Access

Function	Alight	Client or third -party
Phone access	<ul style="list-style-type: none"> • Employees access: <ul style="list-style-type: none"> • Direct number to your assigned HealthPro • Hours of Operation: Monday through Friday 8:00 a.m.–8:00 p.m. Central time • Open year-round, except for weekend and Alight observed holidays: <ul style="list-style-type: none"> • New Year's Day • Memorial Day • Independence Day • Labor Day • Thanksgiving Day • Christmas Day 	
Email access	<ul style="list-style-type: none"> • Employees access: <ul style="list-style-type: none"> • Direct email to your assigned HealthPro • Same day response, next day resolution (outside of bill review) • Request to schedule appointments with your Health Pro 	

Health Pros

Function	Alight	Client or third -party
Participant Support	<ul style="list-style-type: none"> • Alight Health Pro support dedicated to members • Bill and Claim Review/Resolution: including reviews for accuracy, claims corrections, coordination of benefits, appeals processes, etc. • Administrative coordination of complex care for patient: such as surgery pre-certification, prior-authorizations, etc. • Helping employees/dependents navigate the health care system and connect to the best resources for their individual situations • Insurance benefit, clinical policy, & coverage questions • Monthly member communications (from their Health Pro) that direct members to Health Pro support. • Find highly-rated, cost effective providers and care • Compare cost for procedures and care 	
Clinical expertise and education	<ul style="list-style-type: none"> • Common health plan procedures (e.g., treatment pre-certification, step-therapy drugs) • Refer and increase awareness of disease management, wellness and mental health programs 	
Provider Support	Schedule and prepare employees for doctors' appointments	
Navigational	Assist and promote tool and program usage	
Third-party interactions	<ul style="list-style-type: none"> • Work with third parties (e.g., health plans, providers, collection agencies) as needed to research and resolve issues • Request claims filing or submission of additional information necessary to address issues 	

Customer Engagement

Function	Alight	Client or third-party
General health education	Monthly hints Based on emails in the system sent to every member	

Network Optimization

Function	Alight	Client or third-party
Provider Selection - Cost/Quality	<ul style="list-style-type: none">• Provider Recommendations: including quality analysis and embedded care-path cost metrics for providers and facilities• Cost Estimates for Visits and Procedures: including transactional cost estimates based on network rates and full case costs (anesthesia, pathology, etc.)	
RX Alternatives	<ul style="list-style-type: none">• Establish prescription costs and review for generics/clinical alternatives• Provide options for employees where 90-day supplies and mail order options are available	

About Alight Solutions

As the leading provider of benefits administration and cloud-based HR and financial solutions, we enhance work and life through our service, technology and data. Our dedicated colleagues across 14 global centers deliver an unrivaled consumer experience for our clients and their people. **We are Alight. Reimagining how people and organizations thrive.**

alight.com

©2019 Alight Solutions

**Schedule B—Fee Schedule Healthcare Navigation Services
Administrative Services Agreement Between
Administrative Services Agreement between City of Round Rock (“Client”) and
Alight Solutions LLC (“Alight Solutions”)
January 1, 2020**

This document reflects Alight Solutions financial offer for the Compass Healthcare Navigation solution. If for some reason this document conflicts with other correspondence, please rely only on the information in this document.

Service Commencement Dates

Compass Healthcare Navigation Services – January 1, 2020

Implementation Fees – Waived

Ongoing Fees

Compass Navigator Healthcare Navigation Standard Services as reflected in the Delivery Model	<p><u>Enrolled Participants</u> 101–5,000</p> <p><u>Monthly Fees</u> \$5 per Enrolled per month</p> <p>Includes monthly communications from the Participant’s Health Pro that direct Participants to use content from the technology only platforms as well as the Health Pro through direct access.</p>
Compass Navigator Utilization Assumptions for Participant per month fees	<p><u>Enrolled Participants</u> 101–1,000</p> <p><u>Utilization Assumption</u> Up to 35.00%</p> <p>Utilization Definition: (Total Solutions)/(Total Number of Enrolled).</p> <p>Should actual utilization exceed the Utilization Assumptions, Alight Solutions reserves the right to renegotiate the fees in good faith or reduce the amount of communications to Enrolled Participants.</p>

Assumptions

- The term of the Agreement is for 1 year.
- The number of Participants will be determined monthly.
- We have relied on the information client provided about its current plans, activity volumes, and head counts of approximately 850 Enrolled Participants.
- Any data provided by Client must be of sufficient quality that processing can be performed without human intervention. Additional ad hoc reporting, data cleanup, manual processing or additional audit support will be billed on a Time and Materials basis at Alight Solutions then current billing rates.
- If Client Terminates for Convenience there is an early exit fee of 20% of the remaining fees owed (covers un-recouped investments, severance costs and transition costs including reasonable associated redeployment and wind-down costs).
- At the end of the agreement Alight Solutions will provide participant data back to Client at no charge using Alight Solutions customary format.
- Customer Service Center hours of operation are from 8:00 a.m. until 8:00 p.m., Central Time, Monday Friday, except for holidays recognized by Alight Solutions.
- Ongoing fees above include Compass Healthcare Navigation Services' standard marketing materials including employee service explanations and telephone number contact instructions. Other marketing materials will be provided to Client as electronic files in camera-ready format. Additional charges may apply for special requests including, but not limited to the costs associated with travel for member meetings; customized or additional educational, promotional, or marketing materials; and/or postage and shipping costs for such additional materials if Client agrees in writing to pay for such items in advance of purchase or provision. Additional charges to the employee may apply for medical record collection fees charged by providers (e.g. doctors, hospitals, etc.) if the active employee agrees in writing to pay for such items in advance of purchase or provision.
- Fees that the Client may be assessed by a third party administrator, insurance company, any providers or other third parties in connection with the medical plan (which may include, but not limited to, data extraction, production and transmission of requested data files, contract development and negotiations, custom network development, custom ID cards or ID card reissue), and third party implementation assistance, shall be the sole responsibility of the Client. Fees that Client may be charged by the third party vendors for marketing services, which may include, but not limited to, production and shipment of additional marketing collateral, and agency costs for additional communication materials, shall be the sole responsibility of the Client. Any fee assessed will be reviewed and approved by the Client.

Payment

Standard ongoing fees with estimated volumes will be paid by wire transfer or Automated Clearing House (ACH) payment on a monthly basis on or prior to the first day of each month, commencing the first of the month in which the Services are scheduled to go live.

Fees for additional services will be invoiced to Client based on charges through the last day of the month. Adjustments, reconciliations, or credits to the standard fees will be included on the invoice. Fees for additional services are due and payable within 30 days of the invoice date.

Interest at nine percent (9%) per year will accrue on all past due amounts from the corresponding due date until payment is received.

Fees for ongoing services and any renewal period are subject to an annual increase, beginning the first anniversary of the live date and each anniversary date after. Fees will only increase if the Employment Cost Index (Table 9. Employment Cost Index for Wages and Salaries, for Private Industry Workers, Not Seasonally Adjusted, All Workers) exceeds three percent (3%), in which case fees will increase by the amount above three percent (3%). Each fee increase will be communicated to Client at least 60 days prior to the effective date of the increase.

Fees for transition services out will be paid by wire transfer or ACH payment on or prior to commencement of the corresponding services.

In addition to fees, Client is responsible for:

- Travel-related expenses.
- Postage and handling; outside delivery Services such as shipping, express mail, and messenger Services.
- Additional employee communications (e.g., designers, typesetters, printers, assemblers, fulfillment, client inventories and pre-printed materials).
- Other outside suppliers, including those used for records management etc.
- Time and materials expenses incurred responding to requests for litigation support and other research.

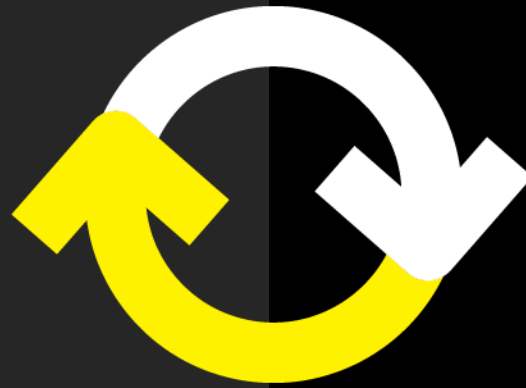


Healthcare Navigation

Alight Solutions

alight

**Employee
healthcare
hassle
problems.**



**Employer
healthcare
cost
problems.**

The healthcare hassle problem is getting worse, not better

Confusion

77% of consumers have regretted a healthcare decision.

Lack of transparency

The average person overpays for prescriptions by **50%** and in-network health care prices can vary by **300%** or more.

Administrative headaches

30% of medical bills are incorrect.³

Complexity

The health insurance industry ranks last in simplicity across **25** different industries—and the large health insurance companies hold **3** of the bottom **5** spots.¹

Low trust

Only **7%** of Americans trust health insurance companies.²

¹ Global Brand Simplicity Index 2017 (http://simplicityindex.com/wp-content/uploads/2017/01/SG_GBSI_2017.pdf)

² Harris Poll (www.insurancebusinessmag.com/us/news/breaking-news/Americas-leastrespected-industries.aspx)

³ The Wall Street Journal

Organizations have a healthcare cost problem

Patient misinformation

- Patient chooses provider based on minimal to no cost and quality research.

Opaque provider relationships

- Chosen doctor refers to expensive testing that is 2x more expensive than area average
- Brand name meds prescribed instead of lower-cost alternatives

Providers not following best practices

- Provider pursues surgery instead of more conservative therapy

Compass Navigator

Supporting your people throughout their **entire** healthcare journey



Understand health and benefit plans



Find highly-rated, cost-effective providers



Guide to the right programs at the right time



Coordinate care



Compare costs for procedures and care



Drive lower cost Rx options



Help with medical bills

The Compass difference



Health Pro support

So employees get answers, not the runaround



Smart recommendations

So employees don't leave cost and quality to chance



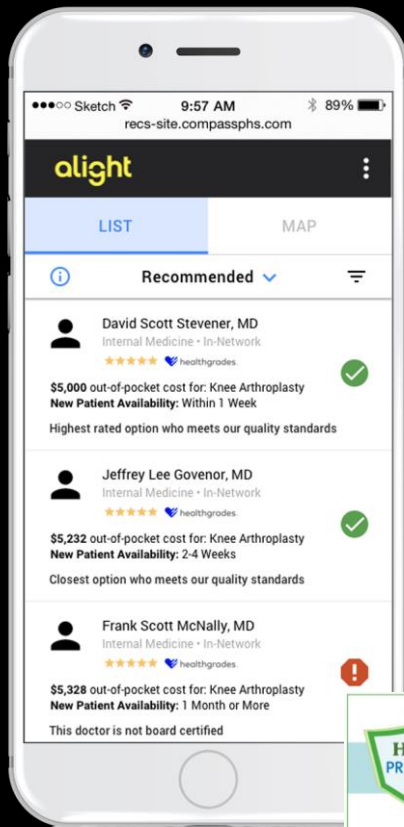
In-the-moment benefits guidance

So employees consider all benefits when making healthcare decisions

The Health Pro[®] difference

- **Personal:** Direct access to your personal Health Pro via phone and email
- **Comprehensive:** Support for medical, dental, vision, Rx and ancillary healthcare benefits
- **Responsive:** Same day response, next day answer. Every time.
- **Trusted:** Long-term relationship providing consistent support over time
- **Outcome-Driven:** Evaluated based on solution quality, participant satisfaction and money saved

A technology solution to help your people make better health care decisions



- Provides a **single place** to find highly-rated, cost-effective doctors, dentists and eye care professionals
- Uses a **proprietary** blend of personal preferences, your organization's health plan, and cost, quality and provider availability data
- Makes it **easy** for people to take action by curating all options into a few distinct recommendations



Real results

Our healthcare navigation solution helps people make simpler, smarter healthcare decisions every day.



+85

Industry leading
Net Promoter Score

\$407

Claims verified
savings per solution*

*Solution is defined as any care recommendation such as a doctor recommendation or cost estimate

 **Thank you** 

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:
2019-543341

Date Filed:
09/23/2019

Date Acknowledged:

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

Alight Solutions LLC
Lincolnshire, IL United States

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

City of Round Rock

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

000000
Healthcare Navigation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Tempo Acquisition LLC	Lincolnshire, IL United States	X	
	ACAP Health	Dallas, TX United States		X

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is Brian M. Fern, and my date of birth is XXXXXXXX.

My address is 4 Overlook Point, Lincolnshire, IL, 60069, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Lake County, State of Illinois, on the 26th day of September, 2019.
(month) (year)

DocuSigned by:

Brian Fern

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.4

Title: Consider a resolution, as a requirement of House Bill 914, that provides notice to the Texas Lottery Commission that the City of Round Rock intends to continue to receive the portion of bingo prizes that the City is entitled to receive.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2019

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Verification Notice to be Signed

Department: Finance Department

Text of Legislative File 2019-0397

House Bill (HB) 914 imposed by the Texas 86th Legislature, provides that in order to continue to receive the City's share of the bingo prizes that it is entitled to, the governing body must do the following:

1. Approve the continued receipt of the share of bingo prize fees funds by a majority vote;
2. Notify the Texas Lottery Commission (Commission) of that decision no later than November 1, 2019; and
3. Notify each licensed authorized organization within the City's jurisdiction of the continued imposition of the fee.

If the City does not vote and notify the Commission by November 1, 2019, it will forfeit its right to receive prize fees generated by bingo permanently.

Williamson County will also vote and notify the Commission that they voted to continue to receive their portion of the bingo prizes.

Licensed authorized organizations collect from a person who wins a cash bingo prize of more than \$5 a fee in the amount of 5% of that amount. The Commission receives 50% of the fee and the rest is distributed to the county or municipality that imposes the prize fee. The City of Round Rock and Williamson County equally share the remaining 50%.

There are currently seven organizations that have a license to conduct a bingo game in the city limits of Round Rock. The City collected approximately \$30,000 in bingo prize fees in fiscal year 2018.

Another change effective January 1, 2020 will require licensed organizations conducting bingo in the City to remit *directly* to the City the prize fees the organization collects on a quarterly basis. Prior to January 1, 2020, the fees were first sent to the Commission and the City received a disbursement at the end of the fiscal year from the Commission. The Commission is creating an administrative tool to assist municipalities with these efforts.

RESOLUTION NO. R-2019-0397

WHEREAS, pursuant to House Bill 914, 86th Texas Legislature, certain requirements are necessary for a municipality to continue to receive a share of bingo prize fees after January 1, 2020; and

WHEREAS, the City of Round Rock (“City”) desires to submit a form attesting that requirements set forth in H.B. 914 have been fulfilled, Now Therefore

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

That the City Council hereby approves the continued receipt of funds pursuant to H.B. 914, 86th Texas Legislature and notifies the Texas Lottery Commission that the City was entitled to receive a share of bingo prize fees as of January 1, 2019.

BE IT FURTHER RESOLVED

That the Mayor is hereby authorized and directed to execute on behalf of the City the form entitled “Texas Lottery Commission – Charitable Bingo Division Bingo Prize Fee Funds County/Municipality Governing Body Vote Verification Notice”, a copy of said document 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 10th day of October, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

**TEXAS LOTTERY COMMISSION – CHARITABLE BINGO DIVISION
BINGO PRIZE FEE FUNDS
COUNTY/MUNICIPALITY GOVERNING BODY VOTE VERIFICATION
NOTICE**

This form serves as the required notice to the Texas Lottery Commission (Commission) that a county or municipality has fulfilled two of the requirements of House Bill 914, 86th Texas Legislature (H.B. 914) that are necessary for that county or municipality to continue to receive a share of bingo prize fees after January 1, 2020. Specifically, Section 11 of H.B. 914 provides:

- “(a) a county or municipality may receive a portion of the prize fee...only if:
- (1) The county or municipality was entitled to receive a portion of a bingo prize fee as of January 1, 2019; and
 - (2) The governing body of the county or municipality:
 - (A) by majority vote of the members of the governing body approves the continued receipt of funds under that section and notifies the Texas Lottery Commission of that decision not later than November 1, 2019; and
 - (B) notifies each licensed authorized organization within the county’s or municipality’s jurisdiction, as applicable, of the continued imposition of the fee.”

Your county/municipality should consult with an attorney if you have any questions about complying with the provisions of H.B. 914.

This form is only an attestation that certain requirements set forth in H.B. 914 have been fulfilled.

Accordingly, the undersigned county or municipal representative hereby swears and affirms that:

- (1) the county or municipality was entitled to receive a share of a bingo prize fee as of January 1, 2019; and
- (2) the governing body of the county or municipality approved the continued receipt of the share of bingo prize fee funds by a majority vote.

Name of County or Municipality

Authorized Signature (Name and Title) Date

EXHIBIT
“A”

**TEXAS LOTTERY COMMISSION – CHARITABLE BINGO DIVISION
BINGO PRIZE FEE FUNDS
COUNTY/MUNICIPALITY GOVERNING BODY VOTE VERIFICATION
NOTICE**

State of Texas

County of _____

This form attesting to the fulfillment of the requirements of H.B. 914 was acknowledged before

me on _____ by _____ as _____ of
(date) (name of representative) (title of representative)

(name of county or municipality)

(Personalized Seal)

Notary Public's Signature



City of Round Rock

Agenda Item Summary

Agenda Number: F.5

Title: Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Gradient Solutions Corporation for financial services related to City purchasing cards.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2019

Dept Director: Susan Morgan, CFO

Cost: \$143,791.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Finance Department

Text of Legislative File 2019-0398

This agreement for professional consulting services with Gradient Solutions Corporation provides analytics for the City's Pro-Card transactions. These analytics identify spending habits, trends and anomalies that need to be audited. This is an internal control tool to evaluate compliance with purchasing policies, possible misuse of the card and to gain efficiencies by looking at the data as a whole instead of on an individual level. The City also receives internal control professional advice as part of the contract. The City also annually reviews and updates its Pro-Card procedures, requires cardholders to annually review the user agreement and regularly trains staff.

The City has had a professional relationship with Gradient Solutions Corporation since FY 2017. The annual agreements had been executed through the City Manager process previously. This new agreement is for 5 years and has a not to exceed cost of \$143,791.

In consideration for the professional consulting services to be performed by the consultant, City agrees to pay a monthly fee of \$2,100 for the first year and a compounding 3% increase on top of that for the following years. There is an annual \$2,000 contingency amount allowed in the contract for reimbursable expenses. Reimbursable expenses are subject to approval by the City.

Cost: \$143,791

Source of Funds: General Fund

RESOLUTION NO. R-2019-0398

WHEREAS, the City of Round Rock (“City”) desires to retain professional consulting services related to the City’s financial services, specifically, the monitoring of employee purchasing cards; and

WHEREAS, Gradient Solutions Corporation has submitted an Agreement for Professional Consulting Services to provide said services, and

WHEREAS, the City Council desires to enter into said agreement with Gradient Solutions Corporation, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Professional Consulting Services Related to City Financial Services with Gradient Solutions Corporation, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 10th day of October, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"**

**CITY OF ROUND ROCK AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES RELATED TO
CITY FINANCIAL SERVICES
WITH
GRADIENT SOLUTIONS CORPORATION**

THE STATE OF TEXAS**§****THE CITY OF ROUND ROCK****§****KNOW ALL BY THESE PRESENTS****§****COUNTY OF WILLIAMSON****§****COUNTY OF TRAVIS****§****§**

THIS AGREEMENT for professional consulting services related to the City of Round Rock's financial services, specifically, monitoring services related to employee purchasing cards (the "Agreement"), is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (the "City"), and GRADIENT SOLUTIONS CORPORATION, located at 2807 Carrington Drive, Mansfield, Texas 76063 (the "Consultant").

RECITALS:

WHEREAS, consulting services pertaining to City's financial services, specifically the monitoring of employee purchasing cards, are desired by the City; and

WHEREAS, City desires to contract with Consultant for said financial services; and

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

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

NOW, THEREFORE, WITNESSETH:

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

1.0 EFFECTIVE DATE, DURATION, AND TERM

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

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

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

2.0 SCOPE OF SERVICES

Consultant has issued its proposal for services, such proposal for services being attached to this Agreement as Exhibit "A" titled "Scope of Services," which shall be referred to as the Scope of Services of this Agreement and incorporated herein by reference for all purposes.

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "A." Consultant shall perform services in accordance with this Agreement, in accordance with the appended Scope of Services and in accordance with due care and prevailing consulting industry standards for comparable services.

3.0 LIMITATION TO SCOPE OF SERVICES

Consultant's undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant and City agree that the Scope of Services to be performed is enumerated in Exhibit "A" and herein, and may be increased during the term of the Agreement to include financial services in addition to Purchasing Card Services, but only with a written Supplemental Agreement executed by both parties as described in Section 9.0.

4.0 CONTRACT AMOUNT

Not-To-Exceed Fee: In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant an amount not-to-exceed **One Hundred Forty-Three Thousand Seven Hundred Ninety-One and No/100 Dollars (\$143,791.00)** to be paid as set forth in Exhibit "A."

Reimbursable Expenses: Travel reimbursements are included in the not-to-exceed amount of \$143,791.00 and shall be in compliance with the City's Travel Policy. Specifically, reimbursements shall be made for meals, travel, and lodging as follows:

- (1) All travel shall be in coach and not business class;
- (2) Reasonable toll road charges shall be reimbursable;
- (3) Lodging shall be in a hotel within City limits; and
- (4) Meals shall be reimbursed in an amount not-to-exceed \$50.00 per day. This amount includes tips.

Travel reimbursements shall only apply to travel in excess of forty (40) miles. It shall be in the sole discretion of the City to determine if expenses are reasonable and qualify for reimbursement pursuant to the terms of the Agreement. Consultant is responsible for providing all receipts to the City for the reimbursement of items set forth above. Receipts shall be provided

to the City within thirty (30) days of the expenditure to qualify for reimbursement. Receipts should have enough detail to determine if the requested reimbursable expense meets the criteria set forth above.

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

5.0 INVOICE REQUIREMENTS; TERMS OF PAYMENT

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

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

Payment of Invoices: The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 7.0 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law. The City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

6.0 INSURANCE

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

7.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the City to Consultant will be made within thirty (30) days of the date the City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date the City receives a correct invoice for the goods or services, whichever is later. Consultant may charge interest on an overdue payment at the "rate in effect" on September

1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the City in the event:

- (a) There is a bona fide dispute between the City and Consultant, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- (b) There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- (c) The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or
- (d) The invoice is not mailed to the City in strict accordance with any instruction on the purchase order relating to the payment.

8.0 NON-APPROPRIATION AND FISCAL FUNDING

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

9.0 SUPPLEMENTAL AGREEMENT

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

10.0 TERMINATION; DEFAULT

Termination: It is agreed and understood by Consultant that the City or Consultant may terminate this Agreement for the convenience of the City or Consultant, upon thirty (30) days' written notice to Consultant or City, with the understanding that immediately upon receipt of

said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this Agreement, all data, information, and work product related to this Project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new consultant for continuation of service on the Project, Consultant shall cooperate in providing information.

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

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

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

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

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

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

11.0 NON-SOLICITATION

Except as may be otherwise agreed in writing, during the term of this Agreement and for twelve (12) months thereafter, neither the City nor Consultant shall offer employment to or shall employ any person employed then or within the preceding twelve (12) months by the other or any affiliate of the other if such person was involved, directly or indirectly, in the performance of this Agreement. This provision shall not prohibit the hiring of any person who was solicited

solely through a newspaper advertisement or other general solicitation.

12.0 INDEPENDENT CONTRACTOR STATUS

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

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

13.0 CONFIDENTIALITY; MATERIALS OWNERSHIP

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

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

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

Notwithstanding anything to the contrary contained herein, neither party shall be obligated to treat as confidential any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is released by the Disclosing Party to any other person or entity (including governmental agencies) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any non-party. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Neither the City nor Consultant will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own proprietary and confidential information.

Notwithstanding anything to the contrary in this Agreement, the City will own as its sole property all written materials created, developed, gathered, or originally prepared expressly for the City and delivered to the City under the terms of this Agreement (the "Deliverables"); and

Consultant shall own any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, or other similar information which may have been discovered, created, developed or derived by Consultant either prior to or as a result of its provision of services under this Agreement (other than Deliverables). Consultant shall have the right to retain copies of the Deliverables and other items for its archives. Consultant's working papers and Consultant's Confidential Information (as described herein) shall belong exclusively to the Consultant. "Working papers" shall mean those documents prepared by Consultant during the course of performing the Project including, without limitation, schedules, analyses, transcriptions, memos, designed and developed data visualization dashboards and working notes that serve as the basis for or to substantiate the Project. In addition, Consultant shall retain sole and exclusive ownership of its know-how, concepts, techniques, methodologies, ideas, templates, dashboards, code and tools discovered, created or developed by Consultant during the performance of the Project that are of general application and that are not based on City's Confidential Information hereunder (collectively, "Consultant's Building Blocks"). To the extent any Deliverables incorporate Consultant's Building Blocks, Consultant gives City a non-exclusive, non-transferable, royalty-free right to use such Building Blocks solely in connection with the deliverables. Subject to the confidentiality restrictions mentioned above, Consultant may use the deliverables and the Building Blocks for any purpose. Except to the extent required by law or court order, City will not otherwise use, or sublicense or grant any other party any rights to use, copy or otherwise exploit or create derivative works from Consultant's Building Blocks.

City shall have a non-exclusive, non-transferable license to use Consultant's Confidential Information for City's own internal use and only for the purposes for which they are delivered to the extent that they form part of the Deliverables.

14.0 WARRANTIES

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

15.0 LIMITATION OF LIABILITY

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

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

Neither party's liability, in contract, tort (including negligence) or any other legal or equitable theory, (a) shall exceed the professional fees paid or due to Consultant pursuant to this Agreement or (b) include any indirect, incidental, special, punitive or consequential damages, even if such party has been advised of the possibility of such damages. Such excluded damages include, without limitation, loss of data, loss of profits and loss of savings of revenue.

16.0 INDEMNIFICATION

Consultant 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 Agreement, which are caused by or which result from the negligent error, omission, or negligent act of Consultant or of any person employed by Consultant or under Consultant's direction or control.

Consultant shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City as a result of such negligent activities by Consultant, its agents, or employees.

17.0 ASSIGNMENT AND DELEGATION

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

18.0 LOCAL, STATE AND FEDERAL TAXES

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

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

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

19.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Consultant, its consultants, agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the

City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant shall further obtain all permits, licenses, trademarks, or copyrights required in the performance of the services contracted for herein, and same shall belong solely to the City at the expiration of the term of this Agreement.

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

20.0 FINANCIAL INTEREST PROHIBITED

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

21.0 DESIGNATION OF REPRESENTATIVES

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

Susan L. Morgan, CPA, CFO
City of Round Rock
221 East Main Street
Round Rock, TX 78664

The Consultant hereby designates the following representative authorized to act on its behalf with regards to this Agreement:

Calvin E. Webb II
Gradient Solutions Corporation
2807 Carrington Drive
Mansfield, Texas 76063

22.0 NOTICES

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

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

Notice to Consultant:

Gradient Solutions Corporation
2807 Carrington Drive
Mansfield, Texas 76063

Notice to City:

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

AND TO:

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

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

23.0 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 Texas.

24.0 EXCLUSIVE AGREEMENT

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

25.0 DISPUTE RESOLUTION

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

26.0 SEVERABILITY

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

27.0 STANDARD OF CARE

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

28.0 GRATUITIES AND BRIBES

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

29.0 RIGHT TO ASSURANCE

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

30.0 MISCELLANEOUS PROVISIONS

Time is of the Essence. Consultant agrees that time is of the essence and that any failure of Consultant to complete the services for each Phase of this Agreement within the agreed Exhibit "A" may constitute a material breach of the Agreement.

Consultant shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Consultant's failure to perform in these circumstances, City may withhold, to the extent of such damage, Consultant's payments hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Consultant's work promptly to avoid unreasonable delays in the orderly progress of Consultant's work.

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

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

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

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Gradient Solutions Corporation

By: Calvin E. Webb II
Printed Name: Calvin E. Webb II
Title: President + CEO
Date Signed: 9/23/19

Exhibit "A"
Gradient Solutions Corporation
Scope of Services Proposal

1. **Scope of Services**

- A. **Description of Services:** Gradient shall
- i. Post monthly Purchasing Card Transaction Alerts
 - ii. Post monthly Purchasing Card Transaction Tableau Dashboards
- B. **Key Tasks:**
- i. The Client will provide input as to which "key words" are to be used in the Alerts for the comment field.
 - ii. On a monthly basis Gradient shall
 - a. Publish the Alerts
 - b. Cleanse the Merchant Name Data Field
 - c. Publish updated Dashboards

2. **Schedule:** On a monthly basis Gradient shall

- A. Post the Alerts to the HighBond hosted system within seven business days from the date that the data is provided.
- B. Post the Dashboards to Gradient's Tableau server within seven business days from the date that the data is provided.

3. **Compensation and Expenses:** Gradient will assess the following fees

- A. Monthly Alerts and Dashboards fees will be \$2,100 per month
- B. Travel reimbursement such as mileage, hotel, tolls, and per diems shall be in compliance with City travel policy:
- i. Receipts shall be provided to the City within thirty (30) days of the expenditure to qualify for reimbursement.
 - ii. Receipts should have enough detail to determine if the requested reimbursable expense meets the criteria set forth in the City's travel policy.
- C. As long as the fields in the initial database are not modified, the Client may modify up to 3 Alerts every twelve months without additional charge.
- D. Increasing the number of Alerts above 15 will require an additional fee that will be agreed upon before any work is performed. The agreed upon fee is to cover the design and programming of the new Alerts and potential modification to the database. The monthly fee will not increase due to the increase in Alerts as long as Alerts do not exceed 25.
- E. If on-site training is requested, an hourly rate of \$275 per hour plus travel expenses will apply.
- F. The monthly fee can be adjusted on an annual basis starting on October 1, 2020 within a range of 3 to 6 percent.

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Fee x12 + ≈3% increase (optional)	\$25,200	\$25,200 + \$756 = \$25,956	\$25,956 + \$779 = \$26,735	\$26,735 + \$802 = \$27,537	\$27,537 + \$826 = \$28,363
Contingency Amount	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Annual Total	\$27,200	\$27,956	\$28,735	\$29,537	\$30,363
				Grand Total	\$143,791

4. **Client's Responsibility:** The City shall

- A. Provide purchasing card transaction files on a monthly basis to Gradient
- B. Agree on the "key words" to be used in the searches. The initial list of words will need to be updated periodically. Any new "words" that are added to the search process will be performed on a prospective basis.
- C. Designate a contact person for the purpose of receiving the Alerts and coordinating the follow-up and documentation on the provided Alerts.

Exhibit "A"
Gradient Solutions Corporation
Scope of Services Proposal

- D. Review and evaluate each Alert and document the findings in HighBond cloud system based on Client's research.
- E. Approve the data elements to be included in the hosted environments.
- F. On an annual basis, acquire a full-hosted license from Galvanize for the HighBond system. The Client will have to provide Gradient appropriate access rights.
- G. Will decide how the data files will be transmitted to Gradient, such as email, FTP site, Dropbox, etc.
- H. Will be responsible for the data integrity of the provided data and will quality control the monthly data files prior to submission to Gradient.
- I. If the Client changes bank processors or transaction processes that require the redesign of the underlying database, alerts or Tableau Dashboards, both parties will revisit the necessary modifications and agree in writing as to any necessary changes and the associated professional fees and out of pocket expenses.

5. Additional Conditions:

- A. Gradient's analysis is not a **guarantee** to identify all outliers due to potential data quality, format, data inconsistencies, etc. Also, Gradient takes reasonable measures to cleanse the Merchant Names for dashboard and analysis purposes. However, due to the volume and inconsistently provided data by the Purchasing Card processor, there may be errors or inconsistent groupings in the cleansed Merchant Name field.
- B. This service does not constitute an evaluation of internal controls nor an audit nor a fraud examination conducted in accordance with Generally Accepted Auditing Standards as defined by the American Institute of Certified Public Accountants or any other authoritative body. Gradient is not a public accounting firm.
- C. Client acknowledges that their designated contact person will have full administrative rights within HighBond and can permanently delete previously provided transactions. If Client deletes previously provided transactions, and the Client wants them to be restored, efforts to restore such transactions will be agreed upon in advance in writing before any restoration process is performed.
- D. Gradient will not perform any examination of posted Alerts, unless requested by the Client. If requested, Gradient will be reimbursed at an hourly rate of \$275.
- E. Gradient will not comment on or assess the ability, skills, or performance of employees.
- F. The maximum length of data for the purpose of the Tableau Dashboard will be 36 months.
- G. Client will be granted use of two Tableau Server licenses.
- H. HighBond by Galvanize is a third-party software that facilitates Gradient's Alert process. Gradient does not oversee or validate security, back-up, or other information technology items for HighBond. Galvanize has a current SSAE 16 (Service Organization Control) report prepared by a third-party auditor. This report is a comprehensive assessment of the internal controls and information security related to the HighBond service. If the Client wants to review the SSAE 16 report, the Client should contact Galvanize and request a copy.
- I. The Tableau Dashboards are hosted on Gradient's servers.
- J. Even though reasonable measures are in place to protect the Client provided data from hackers, in today's environment, no one can guarantee that hackers will not break through the various controls. Therefore, the Client will approve the data elements to be included in the hosted environments. We recommend that the data only include data that is typically subject to open public records. Gradient will have no obligation to disclose any breach of its servers.
- K. For the purpose of this Project, the Purchasing Card Transition data files will be deemed as Public Information and not confidential.
- L. Limitation of Liability – Section 15 will be limited to three months of the Alert and Dashboard fee.
- M. Client is granted the right to use the interactive Dashboards as long as Gradient is involved in the ongoing updating and publishing services as outlined in this Agreement. It is understood that the interactive Dashboards are the sole and exclusive property of Gradient and the Client cannot provide the Dashboards to anyone outside of the Client. Client's liability for a breach of this provision shall not be limited as provided in Section 15 of this Agreement.
- N. It is understood and agreed that Consultant's relationship and use of Rackspace or any similar server hosting company, Galvanize or InterWorks Inc. in Consultant's delivery of the Services is not a subcontractor relationship and is a relationship between Consultant and Vendors.

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.

Gradient Solutions Corporation
Mansfield, TX United States

Certificate Number:
2019-544488

Date Filed:

09/25/2019

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, 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.

000000

Professional Consulting Services Related to City Financial Services - Purchasing Card 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 CALVIN E. Webb II, and my date of birth is 1-14-56.

My address is 2807 Carrington Drive, Mansfield, Tx, 76063, US.
(street) (city) (state) (zip code) (country)

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

Executed in Johnson County, State of TX, on the 25th day of September, 2019.
(month) (year)

Calvin E. Webb II
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.6

Title: Consider a resolution expressing official intent to reimburse cost of acquiring certain vehicles and equipment.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2019

Dept Director: Susan Morgan, CFO

Cost: \$3,500,000.00

Indexes: General Self-Financed Purchases

Attachments: Resolution, Exhibit A - List of Vehicles

Department: Finance Department

Text of Legislative File 2019-0399

The adopted FY2019-20 budget includes the purchase of vehicles and related equipment for General Fund departments totaling \$3,500,000. The list of vehicles and equipment are presented in Exhibit A. The City's practice has been to acquire these items with cash and subsequently finance them for five years through a tax-exempt leasing agreement that is bid out late in the fiscal year. Because of the tax-exempt nature of the financing, Internal Revenue Service regulations require the City to officially approve its intentions before the transaction is completed. This type of financing allows the City to replace equipment and rolling stock in a timely manner as requirement criteria are met. Included on this list is one piece of new equipment, a brush truck with a grappling arm for PARD.

The adopted FY2019-20 budget assumes lease funding for these vehicle and equipment purchases.

Payment of principle and interest for this five-year lease financing is funded from the debt service portion of the property tax rate in the subsequent year.

Cost: \$3,500,000

Source of Funds: General Self Financed Purchases



City of Round Rock

Agenda Item Summary

Agenda Number: F.6

RESOLUTION NO. R-2019-0399

WHEREAS, the City of Round Rock, Texas (the “Issuer”) is a home-rule City of the State of Texas, and

WHEREAS, the Issuer expects to pay expenditures in connection with acquiring certain vehicles and equipment (the “Property”) prior to the issuance of obligations to finance the Property, and

WHEREAS, the Issuer finds, considers, and declares that the reimbursement of the Issuer for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Property, Now Therefore

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

I.

That the Issuer reasonably expects to incur debt, as one or more separate series of various types of obligations, with an aggregate maximum principal amount not to exceed \$3,500,000.00 for the purpose of paying the costs of the Property.

II.

That all costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the Issuer in furtherance of this Resolution after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

III.

The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Resolution more than five (5) years after the date any expenditure which is to be reimbursed is paid.

IV.

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 10th day of October, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

**Capital Lease Equipment
FY 2019/2020**

Mobile Equipment/Vehicle			
Department	Purchase	Mobile Equipment/ Vehicle Replaced	Amount
CAPITAL LEASE			
Development Services	Explorer	1999 Ford Explorer	\$ 33,000
Inspection Services	F-150	2006 Ford F-150	27,500
Inspection Services	F-150	2007 Ford F-150	27,500
Fleet Maintenance	F-150	2007 Ford Ranger	33,000
Police - Administration	SUV	2006 Ford Explorer	60,000
Police - Patrol	SUV	2007 Ford Crown Victoria	60,000
Police - Patrol	SUV	2007 Ford Crown Victoria	60,000
Police - Patrol	SUV	2009 Ford Crown Victoria	60,000
Police - Patrol	SUV	2010 Ford Crown Victoria	60,000
Police - Patrol	SUV	2010 Ford Crown Victoria	60,000
Police - Patrol	SUV	2011 Ford Crown Victoria	60,000
Police - Patrol	SUV	2010 Ford Crown Victoria	60,000
Police - Patrol	SUV	2011 Ford Crown Victoria	60,000
Police - Patrol	SUV	2013 Chevrolet Tahoe	60,000
Police - Patrol	BMW	2015 Honda ST1300PA	35,000
Police - Patrol	BMW	2015 Honda ST1300PA	35,000
Police - CID	SUV	2006 Ford Crown Victoria	60,000
Police - CID	Silverado	2011 Chevrolet Silverado	30,000
Police	BearCat	BEAR	230,000
Fire - Administration	Apparatus	Fire Engine	975,000
Fire - Administration	Battalion Vehicle	2008 Battalion Command Vehicle	135,000
Fire - Administration	4 Full Holmatro Sets	4 Full Holmatro Sets (Jaws of Life)	114,600
PARD - Administration	Jeep	2008 Ford Ranger	40,000
PARD - Forestry	Brush Truck w/ Grapple Arm	new	160,000
PARD - Forestry	BC 1500	2003 Vermeer BC 1400	65,000
PARD - Parks	F-250	2003 Ford E-150	32,000
PARD - Parks	F-250	2005 Ford F-150	42,000
PARD - Parks	F-250	2005 Ford F-150	42,000
PARD - Parks	F-250	2006 Ford F-250	42,000
PARD - Parks	F-250	2006 Ford F-150	42,000
PARD - Athletics/Aquatics	Expedition	2001 Ford Expedition	35,000
PARD - Palm Valley	F-250	2003 Ford F-150	38,000
PARD - Palm Valley	Sprayer	2005 Toro	37,900
PARD - Palm Valley	Sand Pro	2006 Toro 08886	24,000
PARD - Palm Valley	Gator	2008 John Deere Gator TX	17,000
PARD - Palm Valley	Gator	2010 John Deere Gator	17,000
PARD - Palm Valley	Gator	2010 John Deere Gator TS	17,000
Transportation - Planning & Engineering	F-150	2003 Ford F-150	35,000
Transportation - Street Maintenance	Magnum	2002 Econoline MP423DE	25,000
Transportation - Street Maintenance	544K	2000 John Deere 544H	150,000
Transportation - Street Maintenance	F-150	2008 Ford F-150	27,500
Transportation - Street Maintenance	F-250	1997 Ford F-150	42,000
Transportation - Street Maintenance	Freightliner	1997 Ford F-650	115,000
Transportation - Street Maintenance	Freightliner	1998 GMC C8500	115,000
TOTAL			\$ 3,496,000



City of Round Rock

Agenda Item Summary

Agenda Number: F.7

Title: Consider a resolution nominating a representative for the Williamson Central Appraisal District Board of Directors.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2019

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution

Department: Finance Department

Text of Legislative File 2019-0400

The Williamson Central Appraisal District (WCAD) is responsible for appraising property in the county at its market value for property taxation purposes. The 5-member board of directors sets policies for the WCAD and hired the Chief Appraiser. The board also approves the WCAD annual budget, which is funded by pro-rated assessments of the taxing entities in the county. The board also appoints the Appraisal Review Board, a quasi-independent group that hears and rules on property tax protests.

The WCAD Board of Directors are instrumental in development and maintaining an appraisal district that is well managed and fair to both individual tax payers and the entities that depend upon property tax revenue to fund local government operations. Staff recommends nominating Rufus Honeycutt for another two-year term. Mr. Honeycutt was first appointed to the board in 2011.

This resolution simply allows the City to submit its nomination which is due by October 15th. Staff will bring back another item to cast votes when that time comes.

RESOLUTION NO. R-2019-0400

WHEREAS, Section 6.03(g) of the Tax Code provides for the governing body of each taxing unit to nominate individuals for each position to be filled on the Williamson Central Appraisal District Board of Directors, and

WHEREAS, the Council of the City of Round Rock wishes to nominate Rufus Honeycutt,
Now Therefore,

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

That the City Council of Round Rock hereby nominates Rufus Honeycutt for the Williamson Central Appraisal District Board of Directors.

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 10th day of October, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.8

Title: Consider a resolution nominating a representative for the Travis Central Appraisal District Board of Directors.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2019

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution

Department: Finance Department

Text of Legislative File 2019-0401

The Travis Central Appraisal District (TCAD) is responsible for appraising property in the county at its market value for property taxation purposes. The 5-member board of directors sets policies for the TCAD and hired the Chief Appraiser. The board also approves the TCAD annual budget, which is funded by pro-rated assessments of the taxing entities in the county. The board also appoints the Appraisal Review Board, a quasi-independent group that hears and rules on property tax protests.

The TCAD Board of Directors are instrumental in development and maintaining an appraisal district that is well managed and fair to both individual tax payers and the entities that depend upon property tax revenue to fund local government operations. Staff recommends nominating Anthony Nguyen for a two-year term. Mr. Nguyen was first appointed to the TCAD Board of Directors in 2018. The City of Round Rock previously voted for Mr. Nguyen.

This resolution simply allows the City to submit its nomination which is due by October 11, 2019. Staff will bring back another item to cast votes when that time comes.

RESOLUTION NO. R-2019-0401

WHEREAS, Section 6.03(g) of the Property Tax Code provides for the governing body of each taxing unit to nominate individuals for each position to be filled on the Travis Central Appraisal District Board of Directors, and

WHEREAS, the Council of the City of Round Rock wishes to nominate Anthony Nguyen,
Now Therefore,

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

That the City Council of Round Rock hereby nominates Anthony Nguyen for the Travis Central Appraisal District Board of Directors.

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 10th day of October, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.9

Title: Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire an electric utility easement in and across approximately 0.288 acre of land owned by Davidass Mahendru and Swaran Mahendru for the construction of certain raw water line and electric utility improvements to and for the regional water treatment and distribution system of the Brushy Creek Regional Utility Authority, Inc. and its participating cities, and take other appropriate action (Parcel 86).

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2019

Dept Director: Michael Thane, Utilities Director

Cost:

Indexes: Regional Water Fund

Attachments: Resolution, Exhibit A, Maps,

Department: Utilities and Environmental Services

Text of Legislative File 2019-0404

The Brushy Creek Regional Utility Authority will require the construction of electrical utility improvements in order to provide the necessary power for the proposed pump station for the deep water intake. Negotiations have been occurring with property owners for the necessary easements for these improvements.

The appraised value for the proposed electric easement for this property owner was: 0.288 ac. (12,545 SF) x \$4.35/SF x 85% easement rights = \$46,386. The City's appraiser found no remainder damages to be caused by the acquisition.

The owners are represented by Roy Brandys from Barron Adler. They initially proposed a counteroffer demand of \$246,928, which was based on 90% easement rights at a land value of \$7.00/SF, and 15% damage to the remainder property. That demand was then reduced to \$199,000 after the BCRUA increased its own purchase offer to \$60,000. A portion of the owner's demand amount was for claimed damages to the remaining property. The demand of \$199K was rejected by the BCRUA.

This resolution reserves the City's right to use eminent domain to acquire this tract should it become necessary.

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

The Texas Government Code §2206.053 has very specific requirements for the motion to authorize eminent domain proceedings. In order to make certain that we comply with these statutory requirements, I recommend that the motion to adopt the resolution be read aloud as follows:

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire an electric utility easement in and across the following parcel of land for construction of certain raw water line and electric utility improvements to and for the regional water treatment and distribution system of the Brushy Creek Regional Utility Authority, Inc.: a 0.288-acre tract of land from property owned by Davidass Mahendru and Swaran Mahendru, as described in Exhibit A of the resolution."

RESOLUTION NO. R-2019-0404

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS
DETERMINING A PUBLIC NEED AND NECESSITY FOR THE ACQUISITION OF
CERTAIN PROPERTY AND AUTHORIZING THE CITY'S
ATTORNEY TO FILE PROCEEDINGS IN EMINENT DOMAIN
TO ACQUIRE SAID PROPERTY INTERESTS**

WHEREAS, the City Council, upon consideration of the matter, has determined that there is a public necessity for the welfare of the City of Round Rock ("City"), the Brushy Creek Regional Utility Authority, Inc. ("BCRUA"), the City of Cedar Park, the City of Round Rock, and the City of Leander as participating cities in the BCRUA, and the public-at-large to construct certain raw water line and electric utility improvements to and for the regional water treatment and distribution system of the BCRUA and its participating cities, and to perform associated public uses and purposes ("Project"); and

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of an electric utility easement in and across approximately 0.288 acre (Parcel 86) of land located in Travis County, Texas and more particularly described by metes and bounds and survey plat in Exhibit "A" attached hereto, such property being owned by DAVIDASS MAHENDRU AND SWARAN MAHENDRU (the "Property"), for the public use of construction, reconstruction, installation, maintaining, and operating of electric utility facilities required as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend upon and will cross, run through and over the surface of the herein described real Property; and

WHEREAS, it is necessary to establish procedures for determining and approving just compensation, and completing acquisition of the Property for this Project.

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

Section 1. The City Council hereby finds and determines that it is necessary for the welfare of the City of Round Rock, the BCRUA, and its member cities and their citizens, to construct and maintain electric utility facilities on the Property, and to acquire property interests to assist with such purposes in and to the above described lands, free and clear of any liens and encumbrances, in order to allow the BCRUA, its member cities, and the City and/or its assigns to complete said Project.

Section 2. The City Attorney, or his designated agent, has on behalf of the BCRUA, its member cities and the City attempted to negotiate, settle and agree on compensation to be paid to the owners of any interest in the Property, and has made official, written, bona fide offers to the owners for the market value of said Property or property interest. If it is determined that a voluntary acquisition agreement as to the value of said Property, damages and/or compensation to be paid cannot be reached, then the City Attorney or his designated agent is hereby authorized to file or cause to be filed, against the owners and holders of other related interest in the Property, proceedings using the City's power of eminent domain to acquire the stated interest in and to the above described lands, in order to allow the City and/or its assigns to complete said Project, and to perform and undertake all other proceedings necessary to complete the acquisition of the Property.

Section 3. It is the intent of the City Council that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the City Council authorizing the condemnation of the corrected or revised Property.

Section 4. The findings of fact, recitations of provisions set in the preamble of this Resolution are adopted and made a part of the body of this Resolution, as fully as if the same were set forth 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 10th day of October, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



**20 FOOT WIDE (0.288 ACRE)
ELECTRIC EASEMENT
LOCATED IN THE JOSE ANTONIO YBARBO SURVEY, ABSTRACT 840
TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 20 FOOT WIDE (0.288 ACRE) STRIP OF LAND LOCATED IN THE JOSE ANTONIO YBARBO SURVEY, ABSTRACT 840 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 22.651 ACRE TRACT REFERENCED IN A DEED TO DAVIDASS MAHENDRU AND SWARAN MAHENDRU, OF RECORD UNDER TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 2006018071 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND DESCRIBED IN A BOUNDARY LINE AGREEMENT BETWEEN JESSIE LEA PICKLE, KENNETH RAY SCHAEFER AND GRACE ANN SCHAEFER, AND ROBERT INGRAM RECORDED UNDER T.C.C.D. 2006018070 OF THE O.P.R.T.C.T. SAID 0.288 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND WITH CAP STAMPED "WATSON SURVEYING" IN THE SOUTHWEST MARGIN OF NAMELESS ROAD, AT THE NORTH CORNER OF SAID 22.651 ACRE TRACT AND THE EAST CORNER OF A CALLED 11.528 ACRE TRACT DESCRIBED IN A DEED TO OUR LADY QUEEN OF PEACE HOUSE OF PRAYER, OF RECORD IN T.C.C.D. 2011162332 OF THE O.P.R.T.C.T., FOR THE NORTH CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE S 46°11'03" E – 188.78' WITH THE SOUTHWEST MARGIN OF NAMELESS ROAD, ALONG THE NORTHEAST LINE OF SAID 22.651 ACRE TRACT, TO A 1/2" IRON PIPE FOUND AT AN ANGLE POINT IN THE NORTHEAST LINE OF SAID 22.651 ACRE TRACT AND THE HEREIN DESCRIBED EASEMENT,

THENCE S 60°04'51" E – 206.73' WITH THE SOUTHWEST MARGIN OF NAMELESS ROAD, ALONG THE NORTHEAST LINE OF SAID 22.651 ACRE TRACT, TO A CONCRETE MONUMENT FOUND (BROKEN) AT THE EAST CORNER OF SAID 22.651 ACRE TRACT, AT THE INTERSECTION OF SAID SOUTHWEST MARGIN OF NAMELESS ROAD AND WEST RIGHT-OF-WAY LINE OF RANCH TO MARKET HIGHWAY 1431, FOR THE EAST CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE AN ARC LENGTH OF 179.60', WITH THE SOUTHEAST LINE OF SAID 22.651 ACRE TRACT, ALONG THE NORTHWEST LINE OF RANCH TO MARKET HIGHWAY 1431, WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 1687.03', A CENTRAL ANGLE OF 06°05'59", AND A CHORD WHICH BEARS S 17°49'28" W – 179.52' TO A POINT, FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A CONCRETE MONUMENT FOUND AT THE END OF A CURVE TO THE LEFT BEARS AN ARC LENGTH OF 205.00', HAVING A RADIUS OF 1687.03', WITH A CENTRAL ANGLE OF 06°57'45" AND A CHORD BEARING OF S 11°17'37" W – 204.88';

THENCE THROUGH THE INTERIOR OF SAID 22.651 ACRE TRACT THE FOLLOWING ELEVEN (11) CALLS:

- 1) **N 75°59'39" W – 20.00'** TO A POINT FOR CORNER,
- 2) **AN ARC LENGTH OF 46.12',** WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 1707.03', CENTRAL ANGLE OF 01°32'52" AND A CHORD WHICH BEARS N 15°32'23" E – 46.11' TO A POINT FOR AN ELL CORNER,
- 3) **N 50°57'48" W – 37.92'** TO A POINT FOR AN ELL CORNER,
- 4) **N 39°02'12" E – 20.00'** TO A POINT FOR AN ELL CORNER,
- 5) **S 50°57'48" E – 29.69'** TO A POINT FOR AN ELL CORNER,
- 6) **AN ARC LENGTH OF 97.18',** WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 1707.03', CENTRAL ANGLE OF 03°15'42" AND A CHORD WHICH BEARS N 18°40'13" E – 97.16' TO A POINT FOR ELL CORNER,

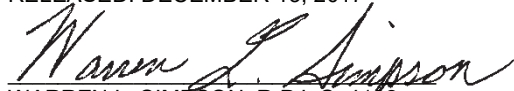
- 7) **N 60°04'51" W – 191.86'** TO A POINT FOR AN ELL CORNER,
- 8) **S 37°16'38" W – 33.10'** TO A POINT FOR AN ELL CORNER,
- 9) **N 52°43'22" W – 20.00'** TO A POINT FOR AN ELL CORNER,
- 10) **N 37°16'38" E – 35.32'** TO A POINT FOR AN ELL CORNER,
- 11) **N 46°11'03" W – 165.24'** TO A POINT IN THE NORTHWEST LINE OF SAID 22.651 ACRE TRACT, FOR THE WEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND AT THE WEST CORNER OF SAID 22.651 ACRE TRACT BEARS **S 26°40'01" W – 1639.15'**

THENCE N 26°40'01" E – 20.93' WITH THE NORTHWEST LINE OF SAID 22.651 ACRE TRACT, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.288 ACRE OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED EXHIBIT DRAWING MADE BY WARREN L. SIMPSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4122.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREON ARE SURFACE VALUES.

SURVEYED: JULY 31, 2017
RELEASED: DECEMBER 13, 2017

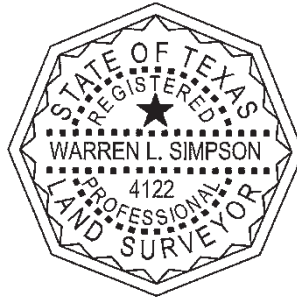

WARREN L. SIMPSON, R.P.L.S. 4122

PROJ NO. 3-00619

PLAT NO. A1-1352

FIELD NOTE NO. 086

MAP CHECKED: 11/22/2017-JBM



EXHIBIT

OF A 20 FOOT WIDE (0.288 ACRE) ELECTRIC EASEMENT LOCATED IN THE JOSE ANTONIO YBARBO SURVEY, ABSTRACT 840 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 22.651 ACRE TRACT REFERENCED IN A DEED TO DAVIDASS MAHENDRU AND SWARAN MAHENDRU, OF RECORD UNDER TRAVIS COUNTY CLERK'S DOCUMENT 2006018071 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND DESCRIBED IN A BOUNDARY LINE AGREEMENT BETWEEN JESSIE LEA PICKLE, KENNETH RAY SCHAEFER AND GRACE ANN SCHAEFER, AND ROBERT INGRAM UNDER TRAVIS COUNTY CLERK'S DOCUMENT 2006018070 OF THE OFFICIAL PUBLIC RECORD TRAVIS COUNTY, TEXAS.

SURVEYOR'S NOTES:

SURVEYED: JULY 31, 2017

RELEASE DATE: DECEMBER 13, 2017

FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:

20 FOOT WIDE (0.288 ACRE) ELECTRIC EASEMENT LOCATED IN THE JOSE ANTONIO YBARBO SURVEY, ABSTRACT 840, TRAVIS COUNTY, TEXAS.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, THEREFORE THE SURVEYOR CERTIFIES THAT EASEMENTS THAT HE HAS BEEN ADVISED OF HAVE BEEN ADDRESSED HEREON. HOWEVER, THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN HEREON.

THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREON ARE SURFACE VALUES.

LEGEND

- = IRON ROD FOUND WITH CAP STAMPED "CS LTD" (UNLESS OTHERWISE NOTED)
- () = DEED CALLS
- D.R.T.C.T. = DEED RECORDS TRAVIS COUNTY, TEXAS
- T.C.C.D. = TRAVIS COUNTY CLERK'S DOCUMENT
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- P.R.T.C.T. = PLAT RECORDS TRAVIS COUNTY, TEXAS
- = EASEMENT AREA
- = POWER POLE
- = GUY WIRE
- = LIGHT POLE
- = TELEPHONE RISER

LINE TABLE		
LINE	DIRECTION	LENGTH
L-1	S 46° 11' 03" E	188.78'
L-2	S 60° 04' 51" E	206.73'
L-3	N 75° 59' 39" W	20.00'
L-4	N 50° 57' 48" W	37.92'
L-5	N 39° 02' 12" E	20.00'
L-6	S 50° 57' 48" E	29.69'
L-7	N 60° 04' 51" W	191.86'
L-8	S 37° 16' 38" W	33.10'
L-9	N 52° 43' 22" W	20.00'
L-10	N 37° 16' 38" E	35.32'
L-11	N 46° 11' 03" W	165.24'
L-12	N 26° 40' 01" E	20.93'

JOSE ANTONIO YBARBO SURVEY
ABSTRACT 840
TRAVIS COUNTY, TEXAS

J.A. BOX SURVEY
ABSTRACT 2552
TRAVIS COUNTY, TEXAS

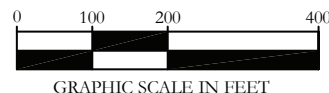
CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C-1	179.60'	1687.03'	6°05'59"	S 17° 49' 28" W - 179.52'
C-2	46.12'	1707.03'	1°32'52"	N 15° 32' 23" E - 46.11'
C-3	97.18'	1707.03'	3°15'42"	N 18° 40' 13" E - 97.16'
C-4	205.00'	1687.03'	6°57'45"	S 11° 17' 37" W - 204.88'

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WARREN L. SIMPSON, R.P.L.S. 4122
lsimpson@walkerpartners.com

Walker Partners
engineers ★ surveyors

600 Austin Avenue, Suite 20 • Waco, Texas 76701
Phone: 1-254-714-1402 • T.B.P.E. Registration No. 8053
T.B.P.L.S. Registration No. 10032500



PLAT NO. A1-1352 PROJ. NO. 3-00619 DRAFTED 11/22/17
TAB NA F/N NO. 086 FB/PG 3-3/34 DRAWN BY TFG/TBM
DWG. NAME 3-00619ESMT-PARCEL MAP CHK'D 11/15/17
086 - MAHENDRU.DWG

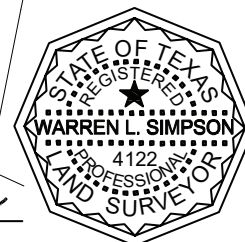
FIELD NOTE
POINT OF BEGINNING
GRID COORDINATES
N:10158144.43' E:3058710.77'

JAMES ELLYSETER SURVEY
ABSTRACT 731
TRAVIS COUNTY, TEXAS

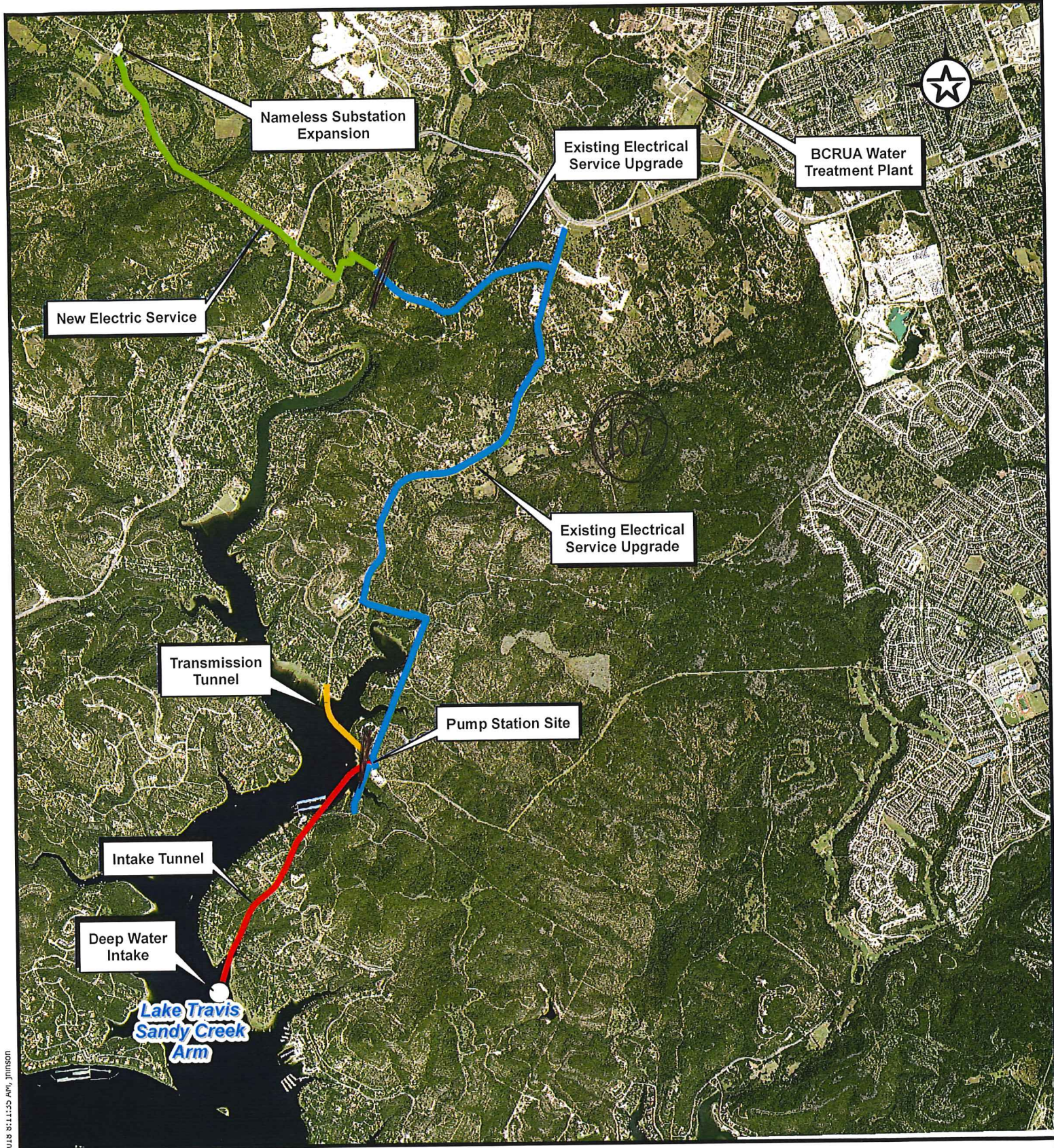
DAVIDASS MAHENDRU AND
SWARAN MAHENDRU
CALLED 22.651 ACRES
T.C.C.D. 2006018071
O.P.R.T.C.T.
(NO DESCRIPTION PROVIDED IN DEED)

DESCRIBED UNDER
T.C.C.D. 2006018070
O.P.R.T.C.T.

100' RIGHT-OF-WAY
RANCH TO MARKET
HIGHWAY 1431



G:\PROJECTS\3-00619\3 PHASE 2 LAND RIGHTS\1 SURVEY\1.0 CAD\3-00619ESMT-PARCEL 086 - MAHENDRU.DWG, 8.5X14-NO CERT, 12/13/2017 12:13:43 PM, jmontemayor, 1:1



PROJECT OVERVIEW MAP

SCALE: 1" = 4,000'



Walker Partners
engineers ★ surveyors

T.B.P.E. Registration No. 8053

CLIENT NAME: BCRUA

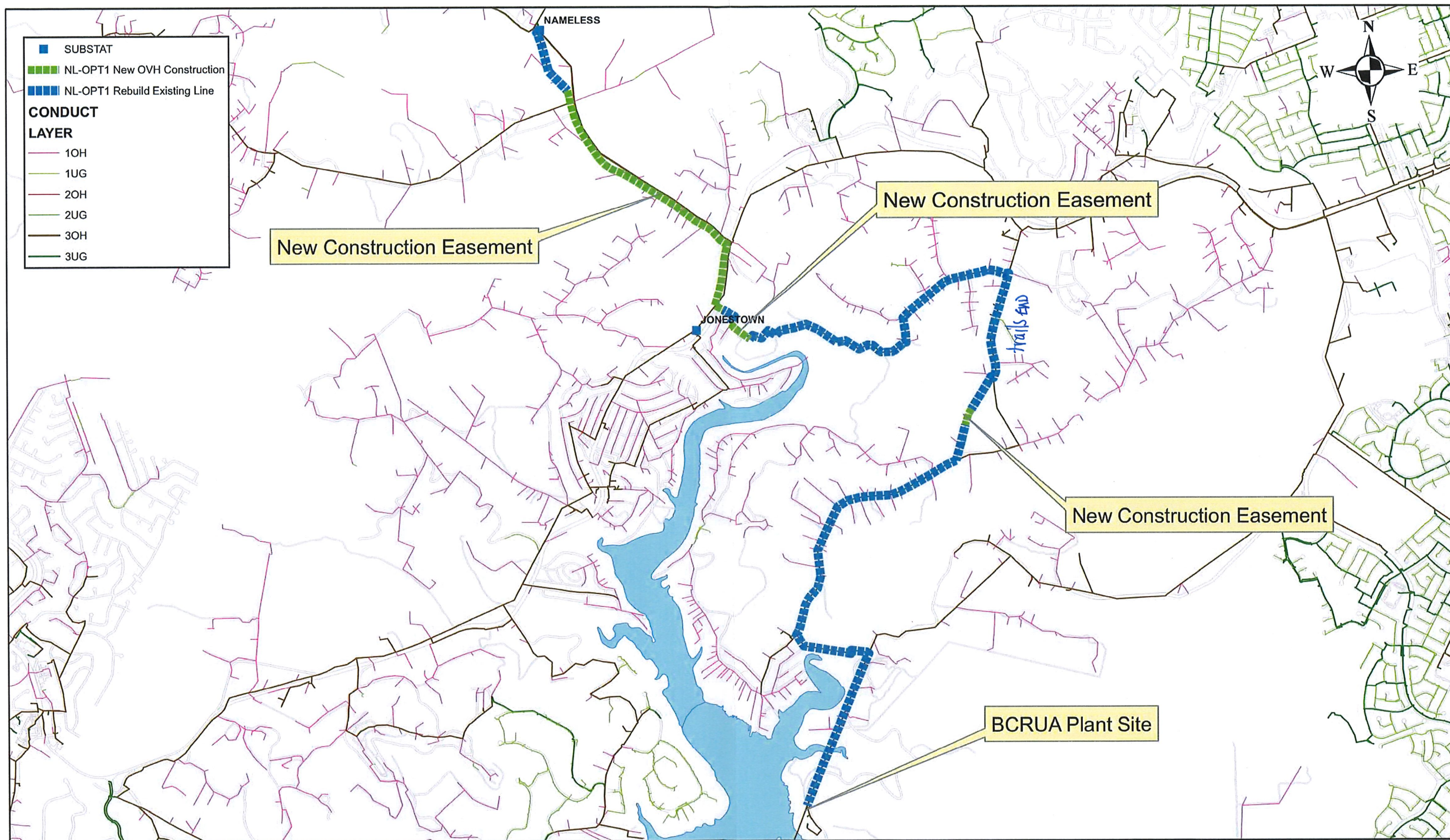
PROJECT NAME: PHASE 2

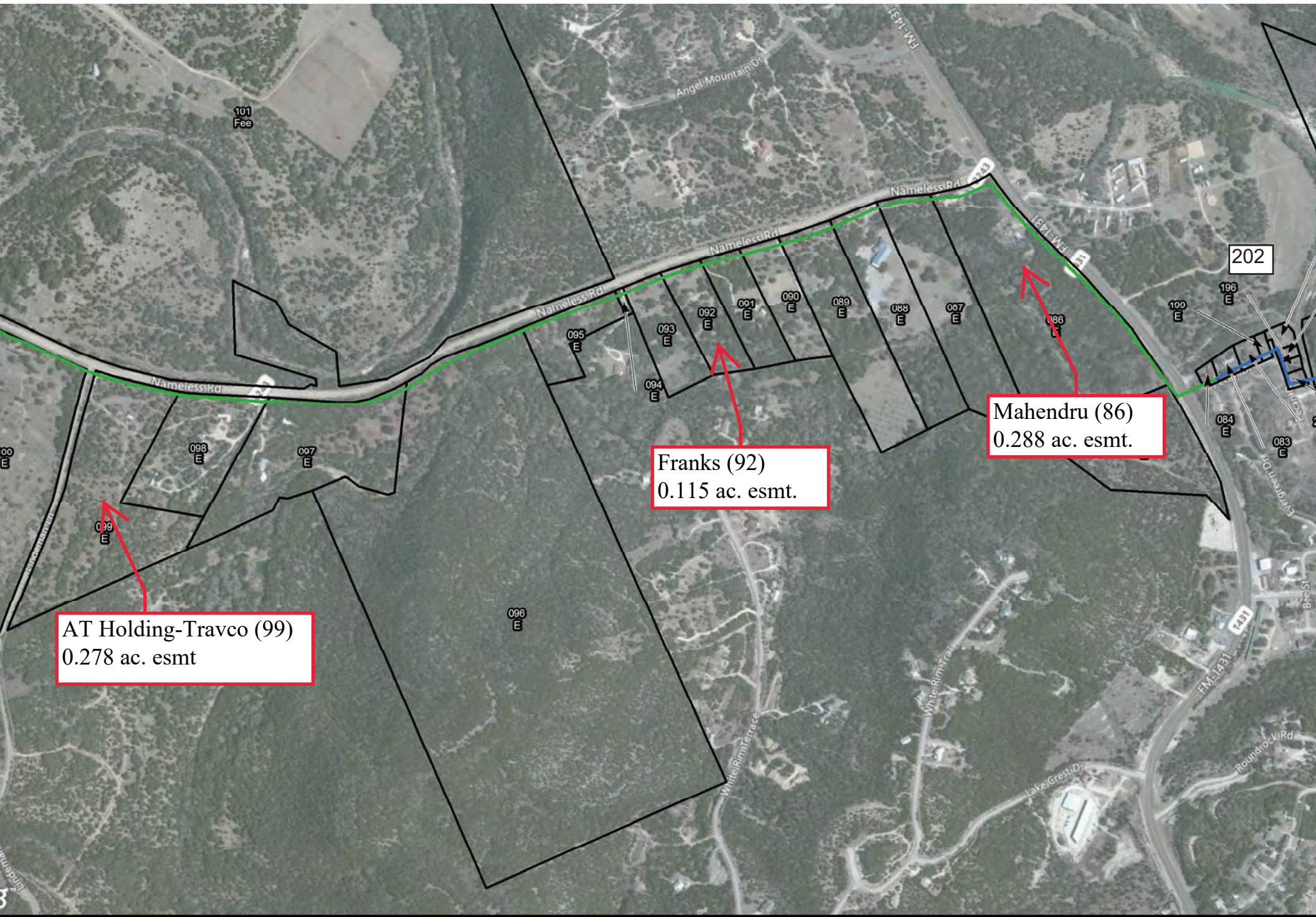
PROJECT NUMBER: 3-00619

DATE: 3/9/2018

REVISION: 01

EX. A1

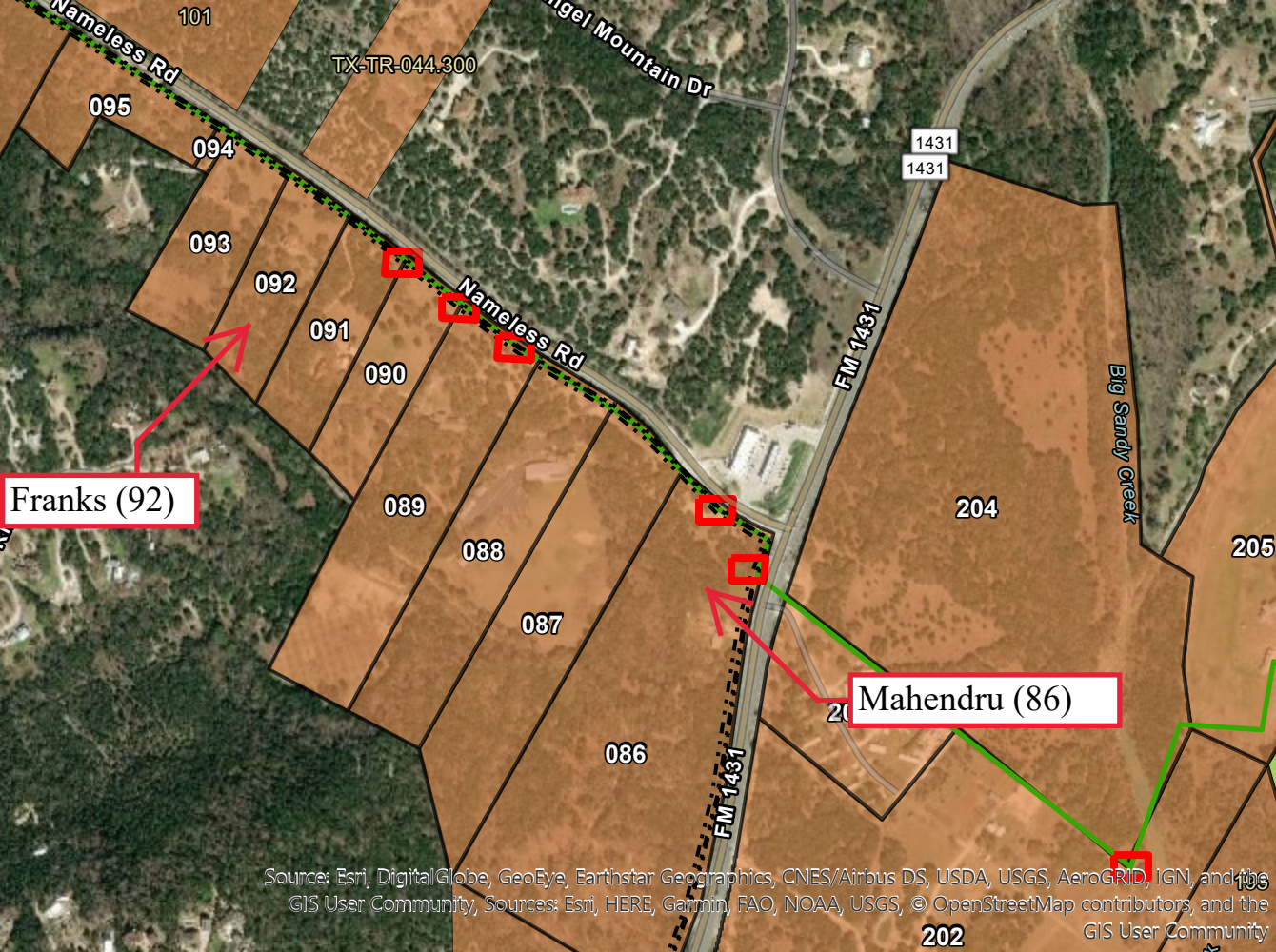




Franks (92)
0.115 ac. esmt.

Mahendru (86)
0.288 ac. esmt.

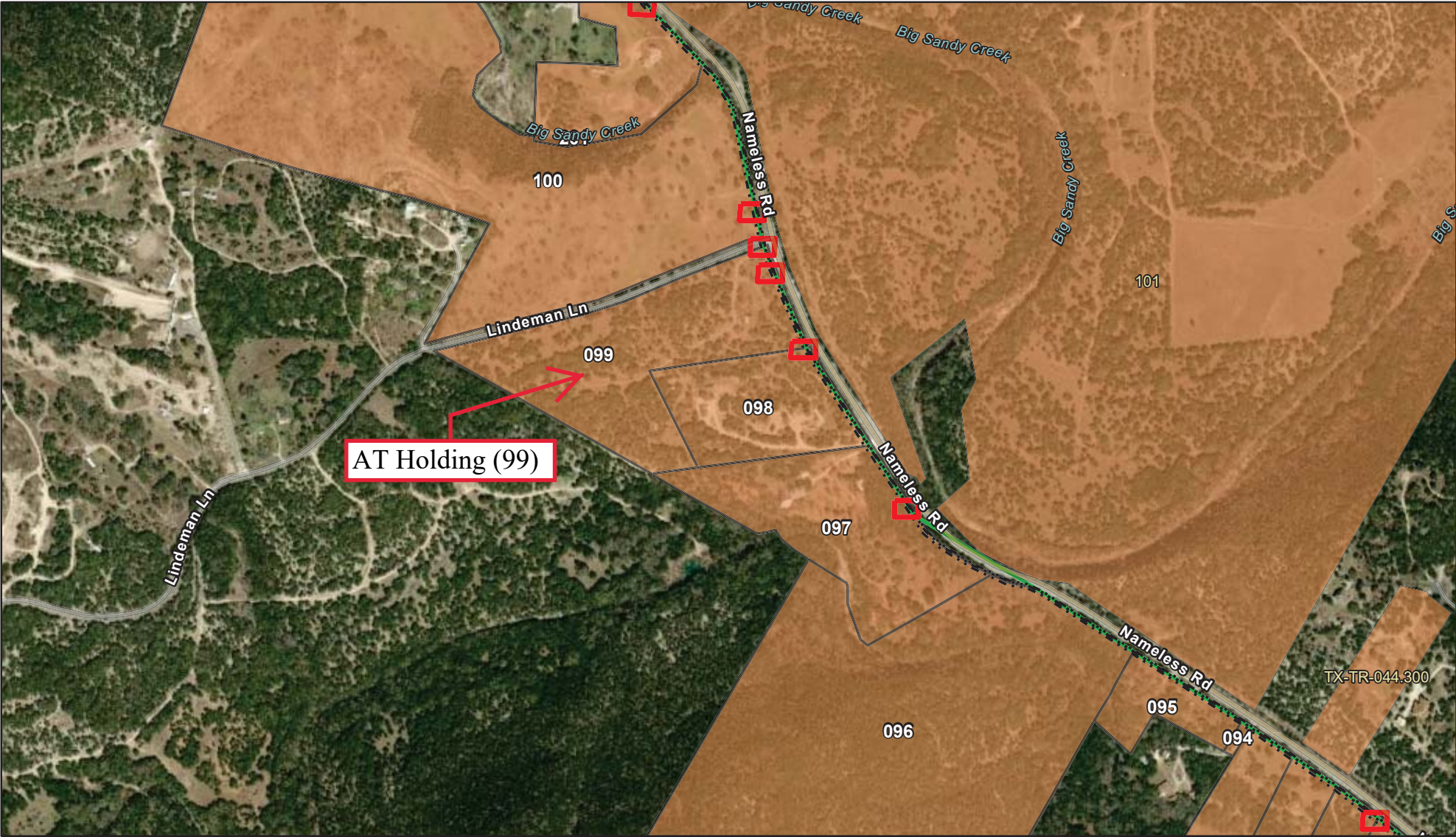
AT Holding-Travco (99)
0.278 ac. esmt



Franks (92)

Mahendru (86)

BCRUA Map



8/2/2019 4:19:26 PM

- Guying Easements
- New Electric Service
- Original Tracts (All)
- Easement Corridor
- Tracts

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



City of Round Rock

Agenda Item Summary

Agenda Number: F.10

Title: Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire an electric utility easement in and across approximately 0.115 acre of land owned by Kirby Franks and Billie Dell Franks for the construction of certain raw water line and electric utility improvements to and for the regional water treatment and distribution system of the Brushy Creek Regional Utility Authority, Inc. and its participating cities, and take other appropriate action (Parcel 92).

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2019

Dept Director: Michael Thane, Utilities & Environmental Services Director

Cost:

Indexes: Regional Water Fund

Attachments: Resolution, Exhibit A, Maps,

Department: Utilities and Environmental Services

Text of Legislative File 2019-0405

The Brushy Creek Regional Utility Authority will require the construction of electrical utility improvements in order to provide the necessary power for the proposed pump station for the deep water intake. Negotiations have been occurring with property owners for the necessary easements for these improvements.

The appraised value for the proposed electric easement for this property owner was: 0.115 ac. x \$39,079/acre x 85% easement rights = \$3,820

There was no substantive response to the initial or final purchase offers.

This resolution reserves the City's right to use eminent domain to acquire this tract should it become necessary.

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

The Texas Government Code §2206.053 has very specific requirements for the motion to authorize eminent domain proceedings. In order to make certain that we comply with these statutory requirements, I recommend that the motion to adopt the resolution be read aloud as follows:

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire an electric utility easement in and across the following parcel of land for construction of certain raw water line and electric utility improvements to and for the regional water treatment and distribution system of the Brushy Creek Regional Utility Authority, Inc.: a 0.115-acre tract of land from property owned by Kirby Franks and Billie Dell Franks, as described in Exhibit A of the resolution."

RESOLUTION NO. R-2019-0405

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS
DETERMINING A PUBLIC NEED AND NECESSITY FOR THE ACQUISITION OF
CERTAIN PROPERTY AND AUTHORIZING THE CITY'S
ATTORNEY TO FILE PROCEEDINGS IN EMINENT DOMAIN
TO ACQUIRE SAID PROPERTY INTERESTS**

WHEREAS, the City Council, upon consideration of the matter, has determined that there is a public necessity for the welfare of the City of Round Rock ("City"), the Brushy Creek Regional Utility Authority, Inc. ("BCRUA"), the City of Cedar Park, the City of Round Rock, and the City of Leander as participating cities in the BCRUA, and the public-at-large to construct certain raw water line and electric utility improvements to and for the regional water treatment and distribution system of the BCRUA and its participating cities, and to perform associated public uses and purposes ("Project"); and

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of an electric utility easement in and across approximately 0.115 acre (Parcel 92) of land located in Travis County, Texas and more particularly described by metes and bounds and survey plat in Exhibit "A" attached hereto, such property being owned by **KIRBY FRANKS and BILLIE DELL FRANKS** (the "Property"), for the public use of construction, reconstruction, installation, maintaining, and operating of electric utility facilities required as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend upon and will cross, run through and over the surface of the herein described real Property; and

WHEREAS, it is necessary to establish procedures for determining and approving just compensation, and completing acquisition of the Property for this Project.

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

Section 1. The City Council hereby finds and determines that it is necessary for the welfare of the City of Round Rock, the BCRUA, and its member cities and their citizens, to construct and maintain electric utility facilities on the Property, and to acquire property interests to assist with such purposes in and to the above described lands, free and clear of any liens and encumbrances, in order to allow the BCRUA, its member cities, and the City and/or its assigns to complete said Project.

Section 2. The City Attorney, or his designated agent, has on behalf of the BCRUA, its member cities and the City attempted to negotiate, settle and agree on compensation to be paid to the owners of any interest in the Property, and has made official, written, bona fide offers to the owners for the market value of said Property or property interest. If it is determined that a voluntary acquisition agreement as to the value of said Property, damages and/or compensation to be paid cannot be reached, then the City Attorney or his designated agent is hereby authorized to file or cause to be filed, against the owners and holders of other related interest in the Property, proceedings using the City's power of eminent domain to acquire the stated interest in and to the above described lands, in order to allow the City and/or its assigns to complete said Project, and to perform and undertake all other proceedings necessary to complete the acquisition of the Property.

Section 3. It is the intent of the City Council that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the City Council authorizing the condemnation of the corrected or revised Property.

Section 4. The findings of fact, recitations of provisions set in the preamble of this Resolution are adopted and made a part of the body of this Resolution, as fully as if the same were set forth 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 10th day of October, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



0.115 ACRE
ELECTRIC EASEMENT
LOCATED IN THE JOSE ANTONIO YBARBO SURVEY, ABSTRACT 840
TRAVIS COUNTY, TEXAS

FIELD NOTES FOR A 0.115 ACRE STRIP OF LAND LOCATED IN THE JOSE ANTONIO YBARBO SURVEY, ABSTRACT 840 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 4.171 ACRE TRACT DESCRIBED IN A DEED TO KIRBY FRANKS AND WIFE BILLIE DELL FRANKS, OF RECORD IN VOLUME 9260, PAGE 708 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.). SAID 0.115 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE SOUTHWEST MARGIN OF NAMELESS ROAD, MARKING THE NORTH CORNER OF SAID 4.171 ACRE TRACT AND THE HEREIN DESCRIBED EASEMENT, BEING THE EAST CORNER OF A CALLED 4.644 ACRE TRACT REFERENCED IN A DEED TO STEPHEN V. MEGNA, OF RECORD UNDER TRAVIS COUNTY CLERK'S DOCUMENT 2016032802 OF SAID O.P.R.T.C.T. AND DESCRIBED IN A DEED OF RECORD IN VOLUME 8240, PAGE 304 OF SAID O.P.R.T.C.T.;

THENCE S 55°50'32" E – 249.81' WITH THE NORTH EAST LINE OF SAID 4.171 ACRE TRACT, ALONG THE SOUTHWEST MARGIN OF NAMELESS ROAD, TO A 1/2" IRON ROD FOUND MARKING THE EAST CORNER OF SAID 4.171 ACRE TRACT AND THE HEREIN DESCRIBED EASEMENT, BEING THE NORTH CORNER OF A CALLED 4.369 ACRE TRACT DESCRIBED IN A DEED TO RICHARD SCROGGINS, OF RECORD UNDER T.C.C.D. 2010043937 OF SAID O.P.R.T.C.T.;

THENCE S 26°40'04" W – 20.32' WITH THE COMMON LINE BETWEEN SAID 4.171 ACRE TRACT AND SAID 4.369 ACRE TRACT, TO A POINT FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 4.171 ACRE TRACT BEARS S 26°40'04" W – 735.59';

THENCE N 53°06'06" W – 3.13' AND N 55°50'32" W – 246.70' THROUGH THE INTERIOR OF SAID 4.171 ACRE TRACT, TO A POINT FOR THE WEST CORNER OF THE HEREIN DESCRIBED EASEMENT, IN THE COMMON LINE BETWEEN SAID 4.171 ACRE TRACT AND SAID 4.644 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND MARKING THE WEST CORNER OF SAID 4.171 ACRE TRACT BEARS S 26°39'56" W – 691.24';

THENCE N 26°39'56" E – 20.17' WITH THE COMMON LINE BETWEEN SAID 4.171 ACRE TRACT AND SAID 4.644 ACRE TRACT, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.115 ACRE OF LAND.

THIS DESCRIPTION IS BASED ON THE ATTACHED EXHIBIT DRAWING MADE BY WARREN L. SIMPSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4122.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREON ARE SURFACE VALUES.

SURVEYED: AUGUST 17, 2017
RELEASED: DECEMBER 20, 2017

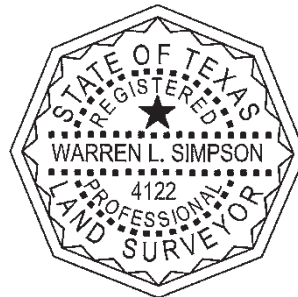
WARREN L. SIMPSON, R.P.L.S. 4122

PROJ NO. 3-00619



PLAT NO. A1-1360

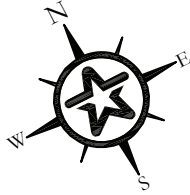
FIELD NOTE NO. 92

MAP CHECKED: 12/04/2017-JBM



LEGEND

- = 1/2" IRON ROD FOUND
(UNLESS OTHERWISE NOTED)
- () = DEED CALLS
- P.R.T.C.T. = PLAT RECORDS TRAVIS
COUNTY, TEXAS
- T.C.C.D. = TRAVIS COUNTY
CLERK'S DOCUMENT
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS
TRAVIS COUNTY, TEXAS
-  = EASEMENT AREA
- X— = WIRE FENCE
- = UTILITY POLE
- E— = OVERHEAD ELECTRIC LINE
-  = TELEPHONE RISER



LINE TABLE		
LINE	DIRECTION	LENGTH
L-1	S 26° 40' 04" W	20.32'
L-2	N 53° 06' 06" W	3.13'
L-3	N 26° 39' 56" E	20.17'

EXHIBIT

OF A 20 FOOT WIDE (0.115 ACRE) ELECTRIC EASEMENT LOCATED IN THE JOSE ANTONIO SURVEY ABSTRACT 840 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 4.171 ACRE TRACT DESCRIBED IN A DEED TO KIRBY FRANKS AND WIFE, BILLIE DELL FRANKS, OF RECORD IN VOLUME 9260, PAGE 708 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

SURVEYOR'S NOTES:

SURVEYED: AUGUST 17, 2017

RELEASE DATE: DECEMBER 20, 2017

FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:

20 FOOT WIDE (0.115 ACRE) ELECTRIC EASEMENT LOCATED IN THE JOSE ANTONIO SURVEY ABSTRACT 840, TRAVIS COUNTY, TEXAS.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, THEREFORE THE SURVEYOR CERTIFIES THAT EASEMENTS THAT HE HAS BEEN ADVISED OF HAVE BEEN ADDRESSED HEREON. HOWEVER, THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN HEREON.

THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREON ARE SURFACE VALUES.

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600 Austin Avenue, Suite 20 • Waco, Texas 76701
Phone: 1-254-714-1402 • T.B.P.E. Registration No. 8053
T.B.P.L.S. Registration No. 10032500

FIELD NOTE
POINT OF BEGINNING
GRID COORDINATES
N:10159166.16' E:3057301.99'

JOSE ANTONIO
SURVEY
ABSTRACT 840
TRAVIS COUNTY, TEXAS

APPROXIMATE LOCATION OF SURVEY LINE

JAMES SYLVESTER SURVEY
ABSTRACT 781
TRAVIS COUNTY, TEXAS

STEPHEN V. MEGNA
CALLED 4.644 ACRES
T.C.C.D. 2016032802
O.P.R.T.C.T.
(NO DESCRIPTION
PROVIDED IN DEED)

DESCRIBED IN
VOLUME 8240, PAGE 304
O.P.R.T.C.T.

KIRBY FRANKS AND WIFE,
BILLIE DELL FRANKS
CALLED 4.171 ACRES
VOLUME 9260, PAGE 708
O.P.R.T.C.T.

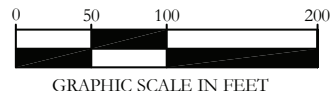
RICHARD SCROGGINS
CALLED 4.369 ACRES
T.C.C.D. 2010043937
O.P.R.T.C.T.

LOT 76
WHITE RIM MOUNTAIN, SECTION TWO
VOLUME 84, PAGE 88-9A
P.R.T.C.T.

LOT 75
WHITE RIM MOUNTAIN,
SECTION TWO
VOLUME 84, PAGE 88-9A
P.R.T.C.T.

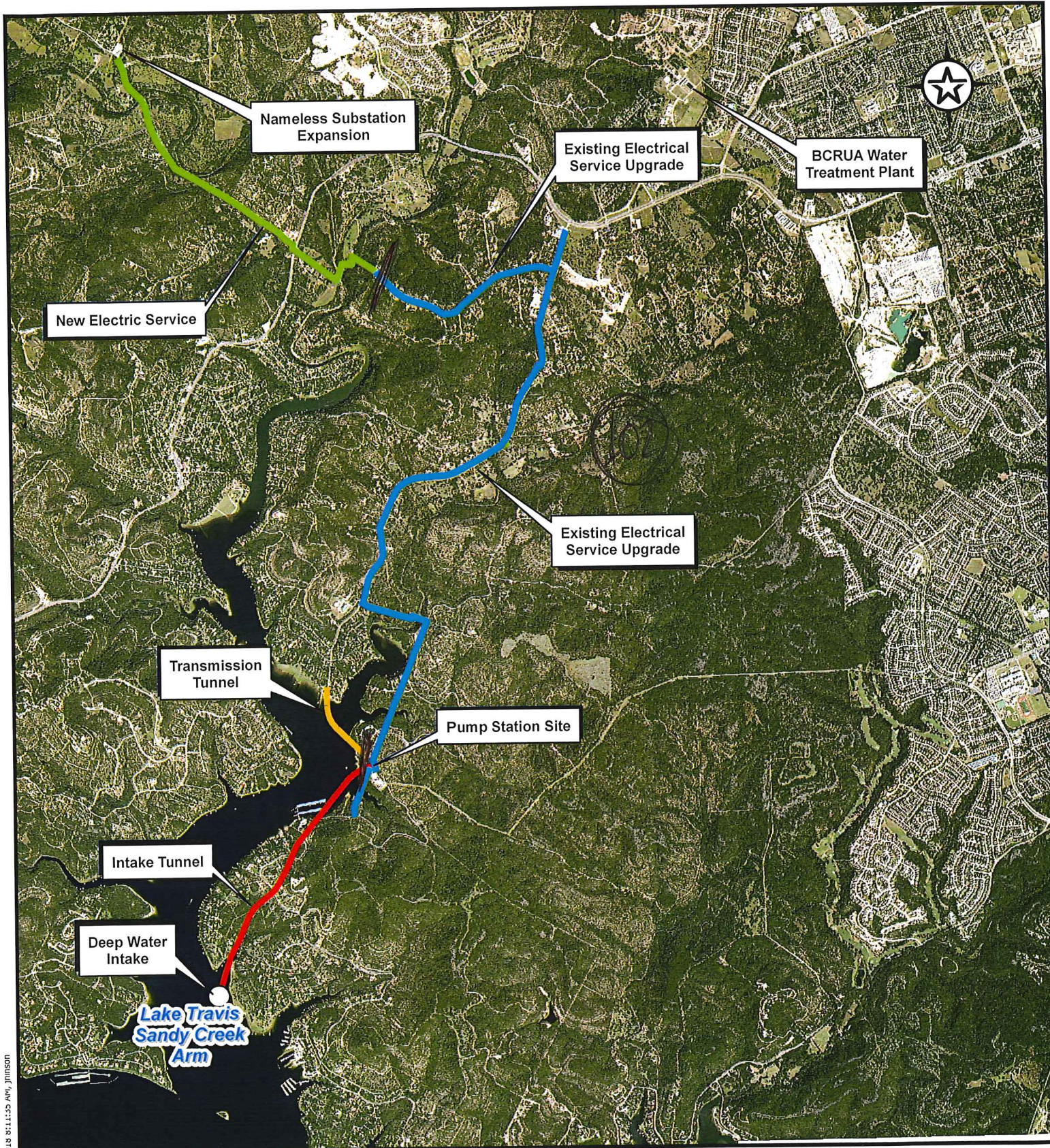


Warren L. Simpson
WARREN L. SIMPSON, R.P.L.S. 4122
lsimpson@walkerpartners.com



PLAT NO. A1-1361 PROJ. NO. 3-00619 DRAFTED 12/04/17
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PROJECT OVERVIEW MAP

SCALE: 1" = 4,000'



Walker Partners
engineers ★ surveyors

T.B.P.E. Registration No. 8053

CLIENT NAME: BCRUA

PROJECT NAME: PHASE 2

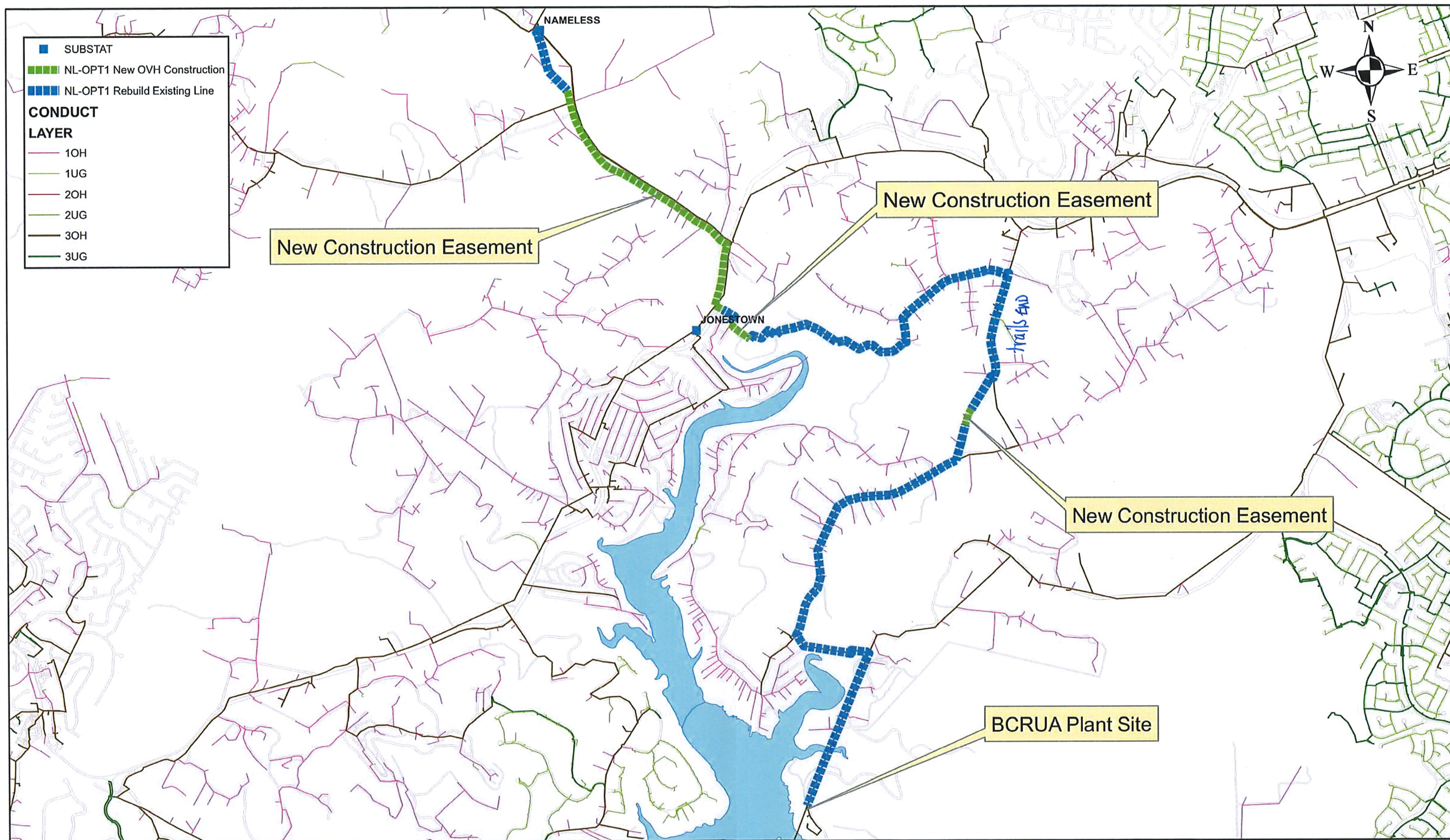
PROJECT NUMBER: 3-00619

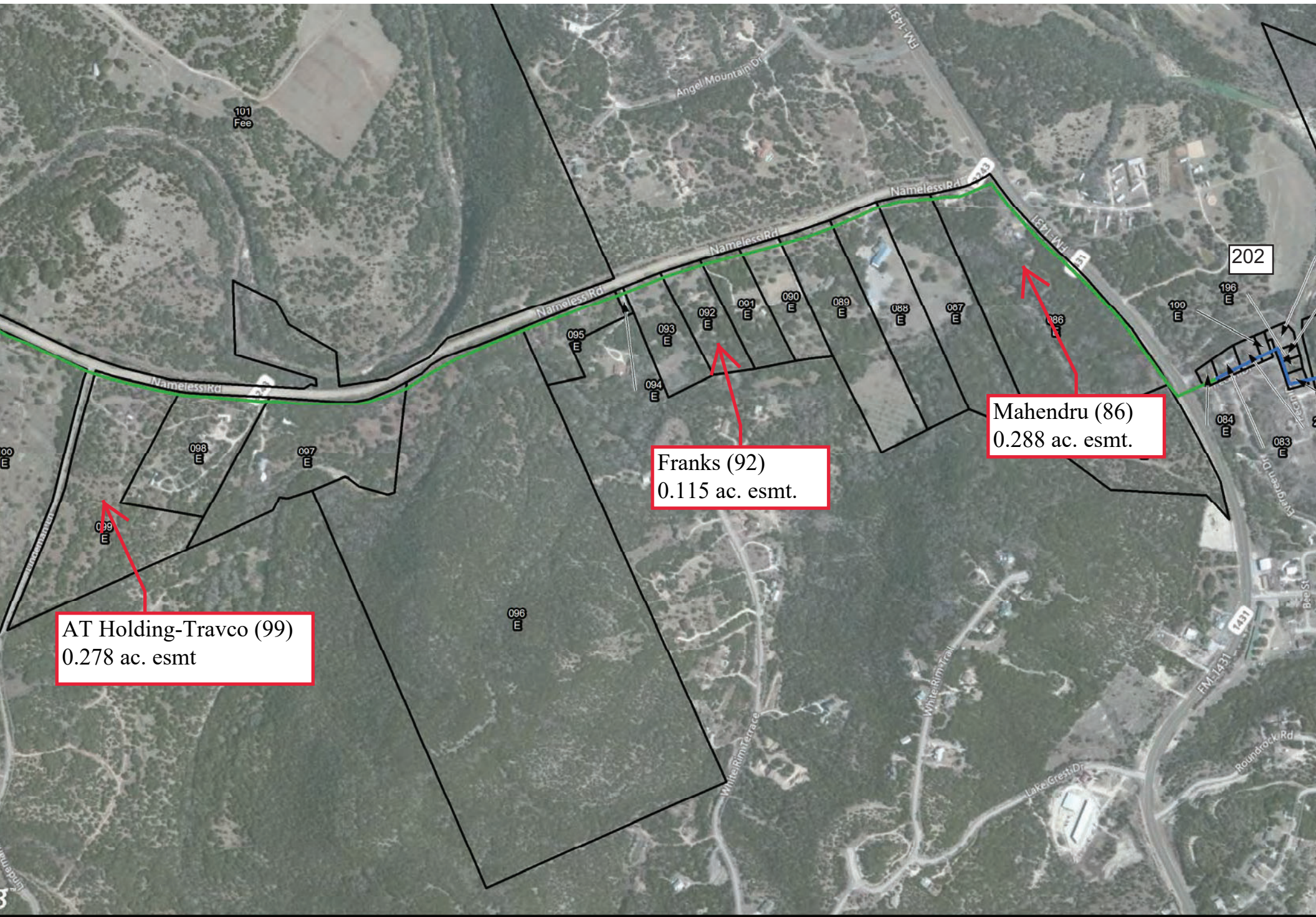
DATE: 3/9/2018

REVISION: 01

EX. A1

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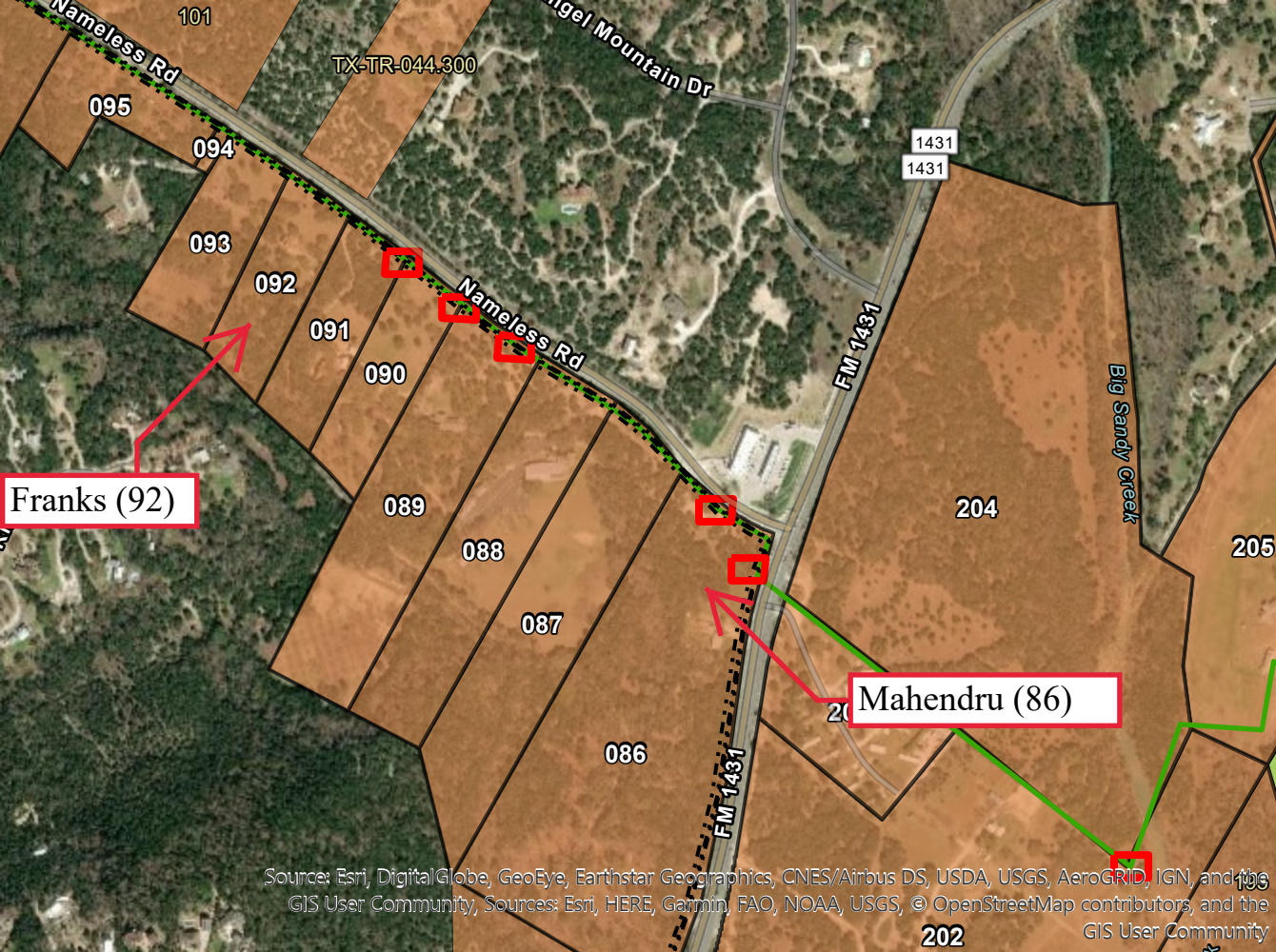




AT Holding-Travco (99)
0.278 ac. esmt

Franks (92)
0.115 ac. esmt.

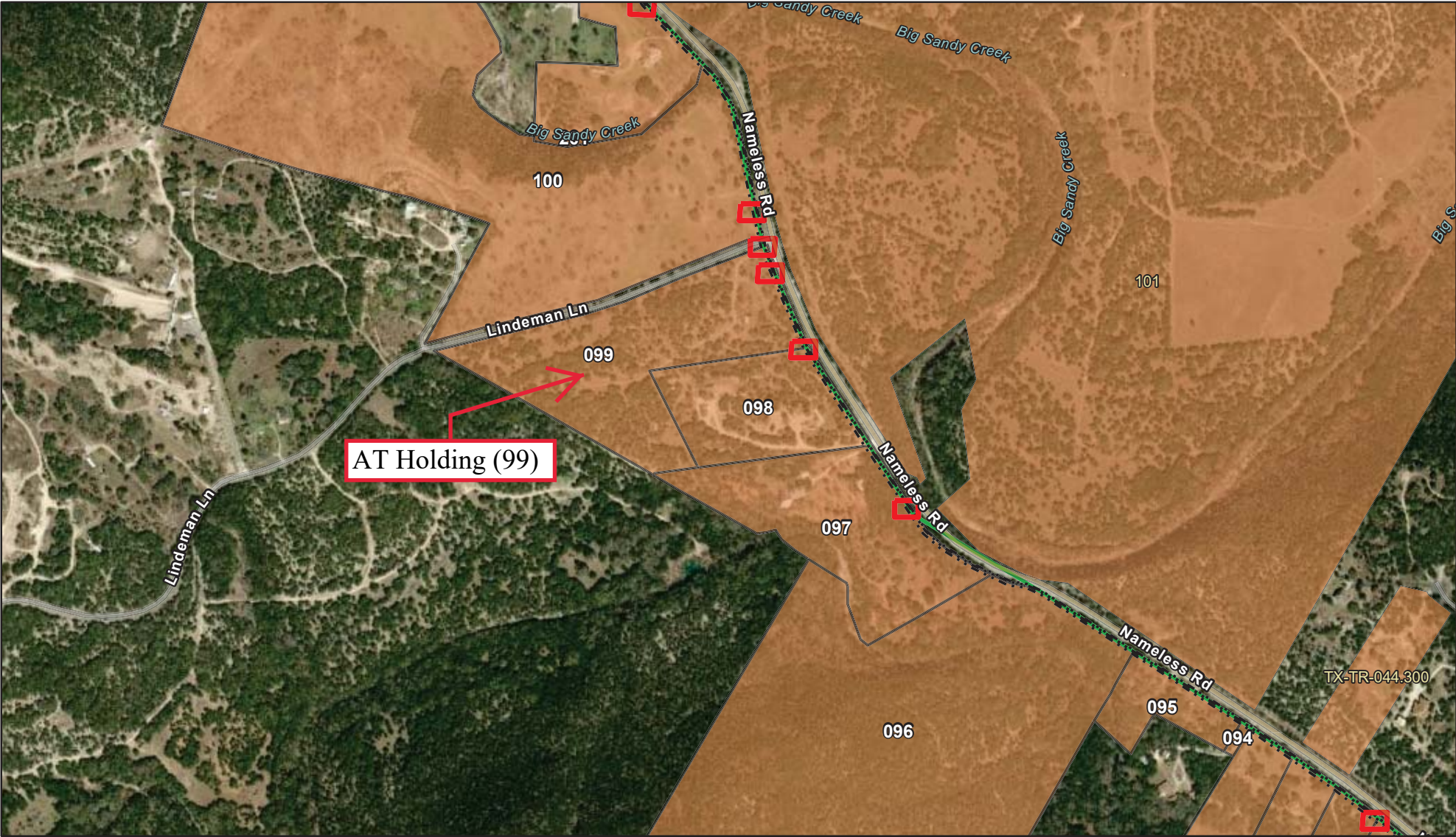
Mahendru (86)
0.288 ac. esmt.



Franks (92)

Mahendru (86)

BCRUA Map



8/2/2019 4:19:26 PM

- Guying Easements
- New Electric Service
- Original Tracts (All)
- Easement Corridor
- Tracts

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



City of Round Rock

Agenda Item Summary

Agenda Number: F.11

Title: Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire an electric utility easement in and across approximately 0.278 acre of land owned by A.T. Holding-Travco, LLC for the construction of certain raw water line and electric utility improvements to and for the regional water treatment and distribution system of the Brushy Creek Regional Utility Authority, Inc. and its participating cities, and take other appropriate action (Parcel 99).

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2019

Dept Director: Michael Thane, Utilities & Environmental Services Director

Cost:

Indexes: Regional Water Fund

Attachments: Resolution, Exhibit A, Maps,

Department: Utilities and Environmental Services

Text of Legislative File 2019-0406

The Brushy Creek Regional Utility Authority will require the construction of electrical utility improvements in order to provide the necessary power for the proposed pump station for the deep water intake. Negotiations have been occurring with property owners for the necessary easements for these improvements.

The appraised value for the proposed electric easement was: 0.278 ac. x \$19,891/acre x 85% easement rights = \$4,700

The owners rejected the purchase offer and have not provided any specific counteroffer demand.

This resolution reserves the City's right to use eminent domain to acquire this tract should it become necessary.

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

The Texas Government Code §2206.053 has very specific requirements for the motion to authorize eminent domain proceedings. In order to make certain that we comply with these statutory requirements, I recommend that the motion to adopt the resolution be read aloud as follows:

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire an electric utility easement in and across the following parcel of land for construction of certain raw water line and electric utility improvements to and for the regional water treatment and distribution system of the Brushy Creek Regional Utility Authority, Inc.: a 0.278-acre tract of land from property owned by A.T. Holding-Travco, LLC, as described in Exhibit A of the resolution."

RESOLUTION NO. R-2019-0406

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS
DETERMINING A PUBLIC NEED AND NECESSITY FOR THE ACQUISITION OF
CERTAIN PROPERTY AND AUTHORIZING THE CITY'S
ATTORNEY TO FILE PROCEEDINGS IN EMINENT DOMAIN
TO ACQUIRE SAID PROPERTY INTERESTS**

WHEREAS, the City Council, upon consideration of the matter, has determined that there is a public necessity for the welfare of the City of Round Rock ("City"), the Brushy Creek Regional Utility Authority, Inc. ("BCRUA"), the City of Cedar Park, the City of Round Rock, and the City of Leander as participating cities in the BCRUA, and the public-at-large to construct certain raw water line and electric utility improvements to and for the regional water treatment and distribution system of the BCRUA and its participating cities, and to perform associated public uses and purposes ("Project"); and

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of an electric utility easement in and across approximately 0.278 acre (Parcel 99) of land located in Travis County, Texas and more particularly described by metes and bounds and survey plat in Exhibit "A" attached hereto, such property being owned by **A.T. HOLDING-TRAVCO, LLC** (the "Property"), for the public use of construction, reconstruction, installation, maintaining, and operating of electric utility facilities required as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend upon and will cross, run through and over the surface of the herein described real Property; and

WHEREAS, it is necessary to establish procedures for determining and approving just compensation, and completing acquisition of the Property for this Project.

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

Section 1. The City Council hereby finds and determines that it is necessary for the welfare of the City of Round Rock, the BCRUA, and its member cities and their citizens, to construct and maintain electric utility facilities on the Property, and to acquire property interests to assist with such purposes in and to the above described lands, free and clear of any liens and encumbrances, in order to allow the BCRUA, its member cities, and the City and/or its assigns to complete said Project.

Section 2. The City Attorney, or his designated agent, has on behalf of the BCRUA, its member cities and the City attempted to negotiate, settle and agree on compensation to be paid to the owners of any interest in the Property, and has made official, written, bona fide offers to the owners for the market value of said Property or property interest. If it is determined that a voluntary acquisition agreement as to the value of said Property, damages and/or compensation to be paid cannot be reached, then the City Attorney or his designated agent is hereby authorized to file or cause to be filed, against the owners and holders of other related interest in the Property, proceedings using the City's power of eminent domain to acquire the stated interest in and to the above described lands, in order to allow the City and/or its assigns to complete said Project, and to perform and undertake all other proceedings necessary to complete the acquisition of the Property.

Section 3. It is the intent of the City Council that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the City Council authorizing the condemnation of the corrected or revised Property.

Section 4. The findings of fact, recitations of provisions set in the preamble of this Resolution are adopted and made a part of the body of this Resolution, as fully as if the same were set forth 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 10th day of October, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



0.278 ACRE
ELECTRIC EASEMENT
LOCATED IN THE JOSE ANTONIO YBARBO SURVEY, ABSTRACT 840
IN TRAVIS COUNTY, TEXAS

FIELD NOTES FOR A 0.278 ACRE STRIP OF LAND LOCATED IN THE JOSE ANTONIO YBARBO SURVEY, ABSTRACT 840 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.853 ACRE TRACT DESCRIBED IN A DEED TO A.T. HOLDING – TRAVCO, LLC, OF RECORD UNDER TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 2011145738 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.) SAID 0.278 ACRE EASEMENT BEING MORE PARTICULARLY SHOWN ON THE ATTACHED EXHIBIT DRAWING MADE A PART HEREOF AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE INTERSECTION OF THE CURVING WEST MARGIN OF NAMELESS ROAD AND THE SOUTH MARGIN OF LINDEMAN LANE, MARKING THE NORTHEAST CORNER OF SAID 18.853 ACRE TRACT AND THE HEREIN DESCRIBED EASEMENT;

THENCE AN ARC LENGTH OF 141.41' WITH A CURVE TO THE LEFT, ALONG THE WEST MARGIN OF NAMELESS ROAD, WITH THE EAST LINE OF SAID 18.853 ACRE TRACT, HAVING A RADIUS OF 1186.00', A CENTRAL ANGLE OF 06°49'54" AND A CHORD WHICH BEARS S 20°56'06" E – 141.33' TO A POINT AT THE END OF SAID CURVE;

THENCE S 24°21'04" E – 299.50' CONTINUING WITH THE WEST MARGIN OF NAMELESS ROAD, ALONG THE EAST LINE OF SAID 18.853 ACRE TRACT, TO A 1/2" IRON ROD WITH CAP STAMPED "HOLT CARSON, INC." FOUND AT THE BEGINNING OF A CURVE TO THE LEFT,

THENCE AN ARC LENGTH OF 96.27' WITH SAID CURVE TO THE LEFT, ALONG THE WEST MARGIN OF NAMELESS ROAD, WITH THE EAST LINE OF SAID 18.853 ACRE TRACT, HAVING A RADIUS OF 1186.00', A CENTRAL ANGLE OF 04°39'04" AND A CHORD WHICH BEARS S 26°36'03" E – 96.25' TO A 1/2" IRON ROD WITH CAP STAMPED "HOLT CARSON, INC." FOUND MARKING THE NORTHEAST CORNER OF A CALLED 9.427 ACRE TRACT DESCRIBED IN A DEED TO EDD MACK FULKES, III AND WIFE, NANCY CAROL FULKES, OF RECORD UNDER T.C.C.D. 2011145737 OF SAID O.P.R.T.C.T. AND THE SOUTHEAST CORNER OF SAID 18.853 ACRE TRACT AND THE HEREIN DESCRIBED EASEMENT;

THENCE S 80°23'45" W – 30.85' WITH THE COMMON LINE BETWEEN SAID 18.853 ACRE TRACT AND SAID 9.427 ACRE TRACT, TO A POINT AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "HOLT CARSON, INC." FOUND MARKING THE NORTHWEST CORNER OF SAID 9.427 ACRE TRACT AND AN INTERIOR ELL CORNER OF SAID 18.853 ACRE TRACT BEARS S 80°23'45" W – 756.18';

THENCE THROUGH THE INTERIOR OF SAID 18.853 ACRE TRACT, THE FOLLOWING NINE CALLS:

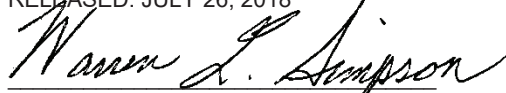
- 1) **N 61°33'57" E – 9.15'** TO A POINT FOR CORNER,
- 2) **AN ARC LENGTH OF 87.77'**, WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 1206.00', A CENTRAL ANGLE OF 04°10'11" AND A CHORD WHICH BEARS N 26°21'36" W – 87.75' TO A POINT AT THE END OF SAID CURVE,
- 3) **N 24°21'04" W – 289.89'** TO A POINT FOR CORNER,
- 4) **S 67°15'35" W – 35.28'** TO A POINT FOR CORNER,
- 5) **N 22°44'25" W – 20.00'** TO A POINT FOR CORNER,
- 6) **N 67°15'35" E – 34.76'** TO A POINT FOR CORNER,
- 7) **AN ARC LENGTH OF 111.73'**, WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 1206.00', A CENTRAL ANGLE OF 05°18'30" AND A CHORD WHICH BEARS N 21°12'05" W – 111.69' TO A POINT FOR CORNER,
- 8) **S 67°55'58" W – 35.00'** TO A POINT FOR CORNER,
- 9) **N 22°04'02" W – 20.00'** TO A POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, IN THE SOUTH MARGIN OF LINDEMAN LANE AND THE NORTH LINE OF SAID 18.853 ACRE TRACT, FROM WHICH A 5" CEDAR POST FOUND MARKING AN ANGLE POINT IN THE NORTH LINE OF SAID 18.853 ACRE TRACT BEARS S 67°55'58" W – 390.29', S 65°42'16" W – 301.02' AND S 70°59'20" W – 204.92';

THENCE N 67°55'58" E – 56.46' WITH THE SOUTH MARGIN OF LINDEMAN LANE, ALONG THE NORTH LINE OF SAID 18.853 ACRE TRACT, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.278 ACRE OF LAND.

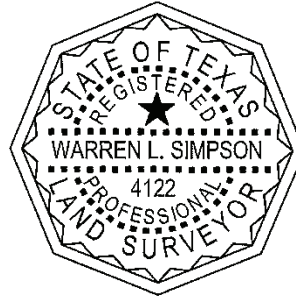
THIS DESCRIPTION IS BASED ON THE ATTACHED SURVEY AND EXHIBIT DRAWING MADE BY WARREN L. SIMPSON, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4122.

BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. THE DISTANCES SHOWN HEREIN ARE SURFACE VALUES.

SURVEYED: AUGUST 16, 2017
RELEASED: JULY 26, 2018

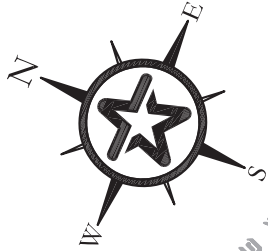


WARREN L. SIMPSON, R.P.L.S. 4122
PROJ NO. 3-00619
PLAT NO. A1-1489
FIELD NOTE NO. 099
MAP CHECKED: 07/19/2018-JBM



LEGEND

- = 1/2" IRON ROD FOUND WITH CAP
STAMPED "HOLT CARSON INC."
(UNLESS OTHERWISE NOTED)
- () = DEED CALLS
- D.R.T.C.T. = DEED RECORDS TRAVIS
COUNTY, TEXAS
- T.C.C.D. = TRAVIS COUNTY
CLERK'S DOCUMENT
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS
TRAVIS COUNTY, TEXAS
- ▨ = EASEMENT AREA
- X — = WIRE FENCE
- = TELEPHONE RISER



FIELD NOTE
POINT OF BEGINNING
GRID COORDINATES
N:10161585.88' E:3054668.29'

NAMELESS ROAD (OCCUPIED WIDTH VARIES)

CALLED TO BE 80' WIDE IN
VOLUME 1255, PAGE 141 D.R.T.C.T.

A.T. HOLDING - TRAVCO, LLC
CALLED 18.853 ACRES
T.C.C.D. 2011145738
O.P.R.T.C.T.

0.278 ACRE
EASEMENT

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C-1	141.41'	1186.00'	6°49'54"	S 20° 56' 06" E - 141.33'
(C-1)	(141.42')	(1186.00')	(6°49'56")	(S 19° 41' 17" E - 141.34')
C-2	96.27'	1186.00'	4°39'04"	S 26° 36' 03" E - 96.25'
(C-2)	(96.30')	(1186.00')	(4°39'08")	(S 25° 25' 48" E - 96.27')
C-3	87.77'	1206.00'	4°10'11"	N 26° 21' 36" W - 87.75'
C-4	111.73'	1206.00'	5°18'30"	N 21° 12' 05" W - 111.69'

LINE TABLE		
LINE	DIRECTION	LENGTH
L-1	S 80° 23' 45" W	30.85'
L-2	N 61° 33' 57" E	9.15'
L-3	S 67° 15' 35" W	35.28'
L-4	N 22° 44' 25" W	20.00'
L-5	N 67° 15' 35" E	34.76'
L-6	S 67° 55' 58" W	35.00'
L-7	N 22° 04' 02" W	20.00'
L-8	N 67° 55' 58" E	56.46'

SURVEYOR'S NOTES:

SURVEYED: AUGUST 16, 2017

RELEASE DATE: JULY 26, 2018

FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF
AND TITLED:

0.278 ELECTRIC EASEMENT LOCATED IN THE JOSE
ANTONIO YBARBO SURVEY ABSTRACT 840, IN TRAVIS
COUNTY, TEXAS.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT.
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF
A TITLE REPORT, THEREFORE THE SURVEYOR CERTIFIES
THAT EASEMENTS THAT HE HAS BEEN ADVISED OF HAVE
BEEN ADDRESSED HEREON. HOWEVER, THE SURVEYOR
DOES NOT GUARANTEE THAT ALL EASEMENTS,
RESTRICTIONS OR ENCUMBRANCES (EITHER OF RECORD
OR NOT OF RECORD) WHICH MAY AFFECT THE SUBJECT
TRACT ARE SHOWN HEREON.

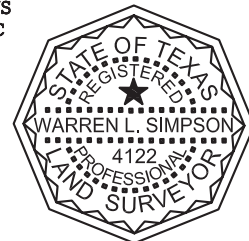
THE BEARINGS AND COORDINATES SHOWN HEREON ARE
BASED UPON THE TEXAS STATE PLANE COORDINATE
SYSTEM, NAD 83, CENTRAL ZONE ACQUIRED FROM GLOBAL
POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN
HEREON ARE SURFACE VALUES.

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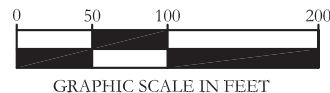
EXHIBIT

OF A 0.278 ACRE ELECTRIC EASEMENT LOCATED
IN THE JOSE ANTONIO YBARBO SURVEY,
ABSTRACT 840 IN TRAVIS COUNTY, TEXAS, BEING
A PORTION OF A CALLED 18.853 ACRE TRACT
DESCRIBED IN A DEED TO A.T. HOLDING-TRAVCO,
LLC, OF RECORD UNDER TRAVIS COUNTY CLERK'S
DOCUMENT 2011145738 OF THE OFFICIAL PUBLIC
RECORDS OF TRAVIS COUNTY, TEXAS.

Warren L. Simpson
WARREN L. SIMPSON, R.P.L.S. 4122
lsimpson@walkerpartners.com

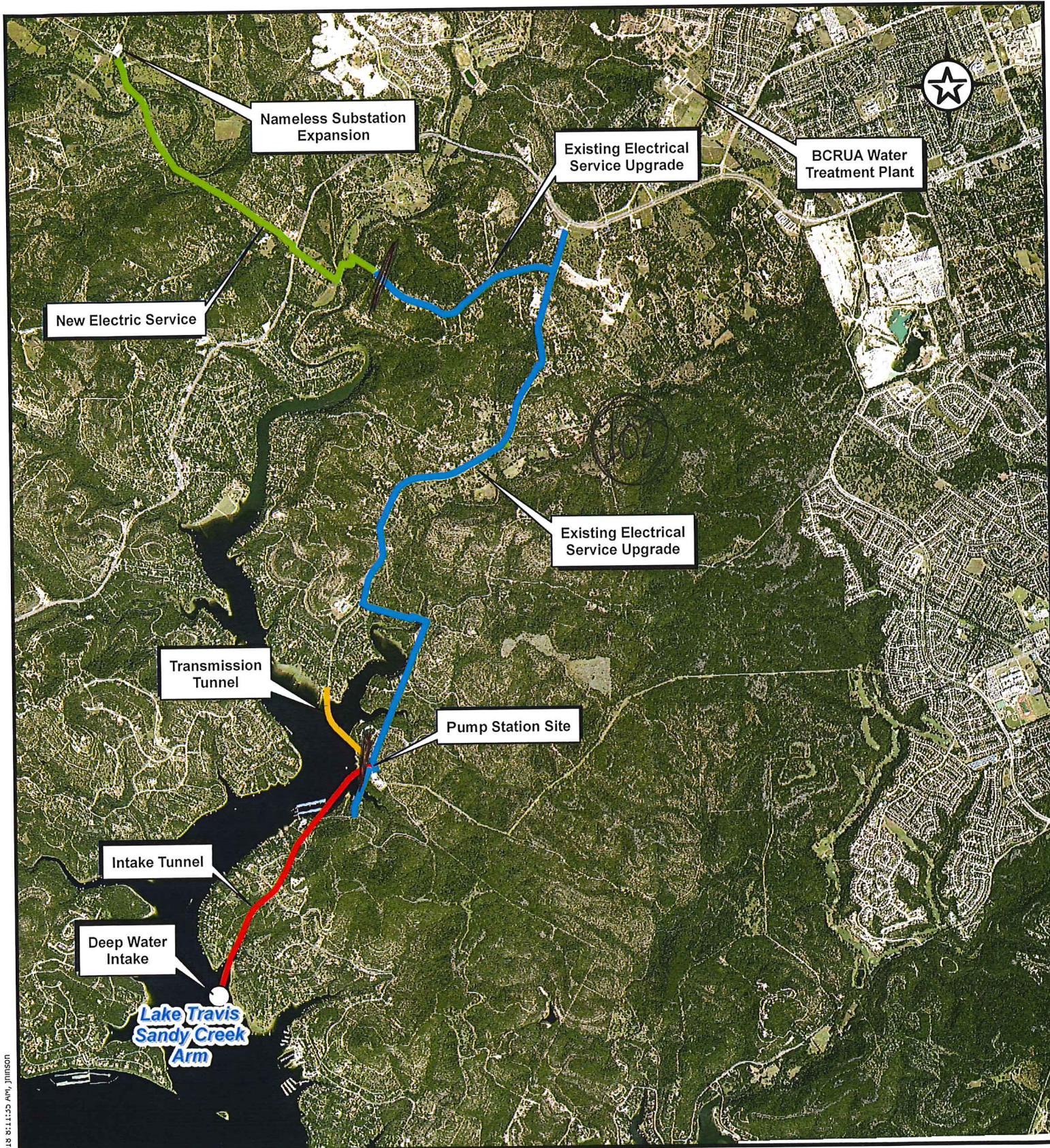


804 Las Cimas Pkwy., Suite 150 • Austin, Texas 78746
Phone: 512-382-0021 • T.B.P.E. Registration No. 8053
T.B.P.L.S. Registration No. 10194317



PLAT NO. A1-1489 PROJ. NO. 3-00619 DRAFTED 07/19/18
TAB NA F/N NO. 099 FB/PG 3-3/32 DRAWN BY JB
DWG. NAME 3-00619ESMT-PARCEL 099 - AT MAP CHK'D 07/19/18
HOLDING TRAVCO LLC.DWG

G:\PROJECTS\3-00619\3 PHASE 2 LAND RIGHTS\1 SURVEY\1.0 CAD\3-00619ESMT-PARCEL 099 - AT HOLDING TRAVCO LLC.DWG, 8.5X14-NO CERT, 7/26/2018 8:35:59 AM, mpowell, 1:1



PROJECT OVERVIEW MAP

SCALE: 1" = 4,000'



Walker Partners
engineers ★ surveyors

T.B.P.E. Registration No. 8053

CLIENT NAME: BCRUA

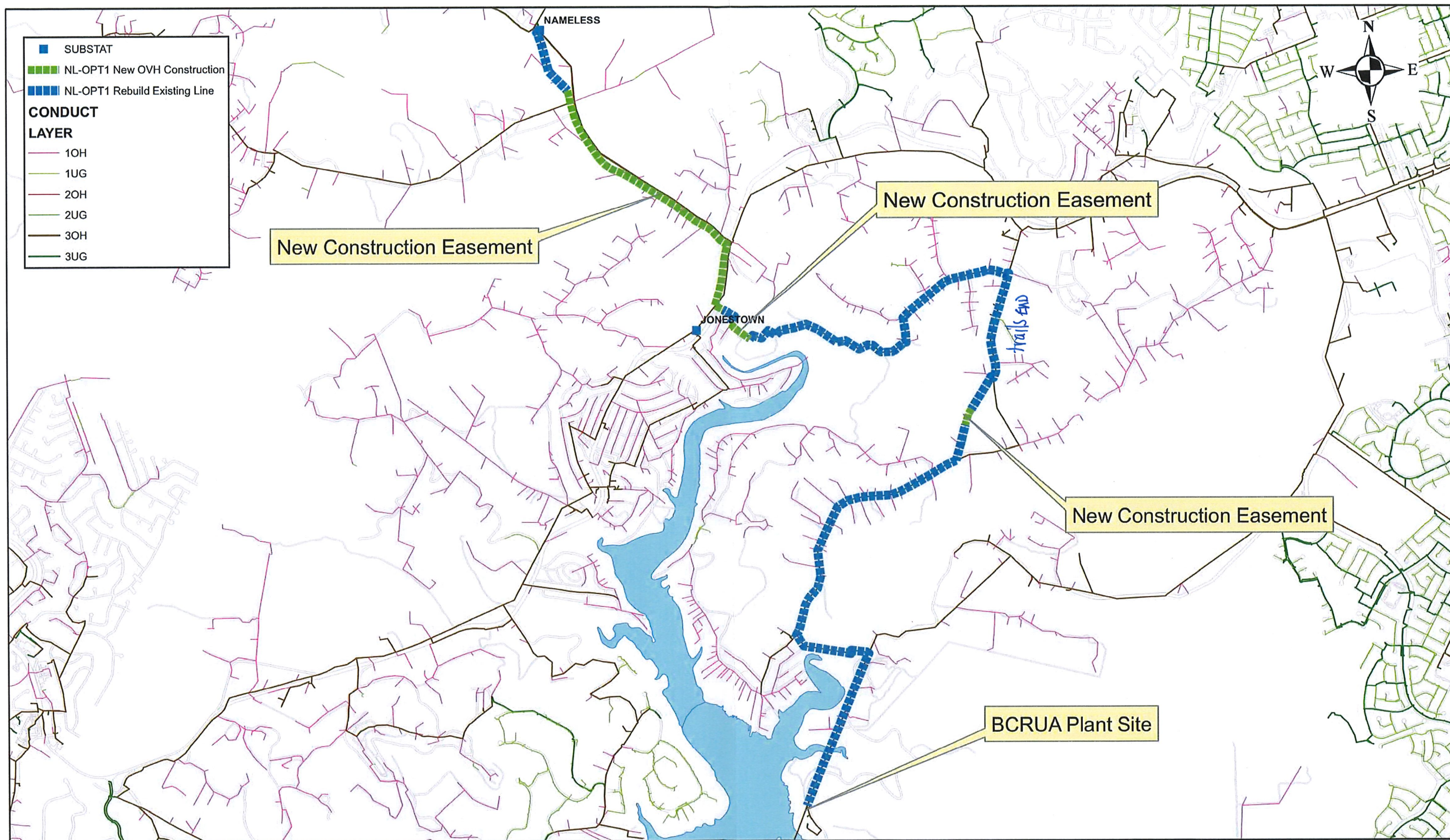
PROJECT NAME: PHASE 2

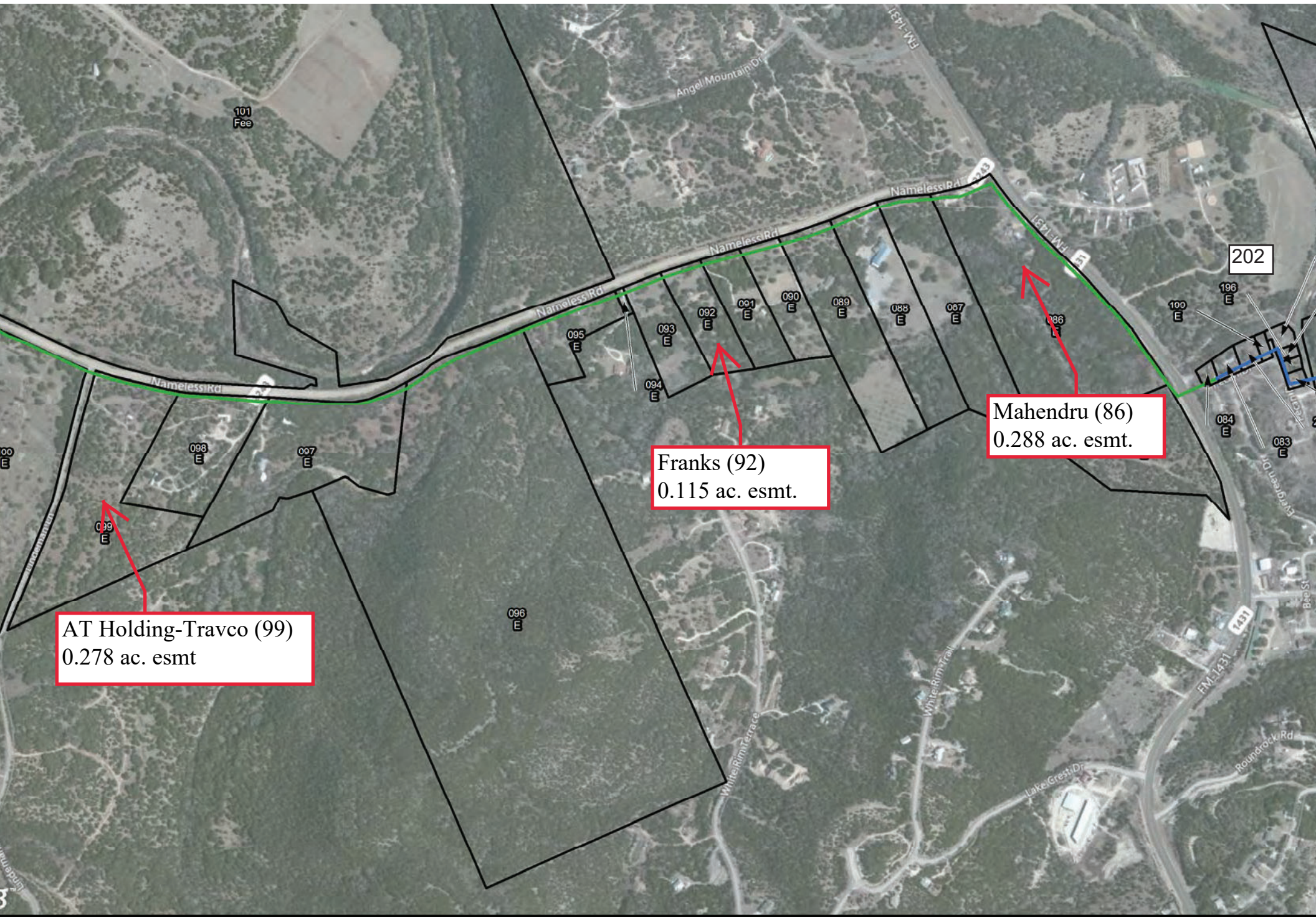
PROJECT NUMBER: 3-00619

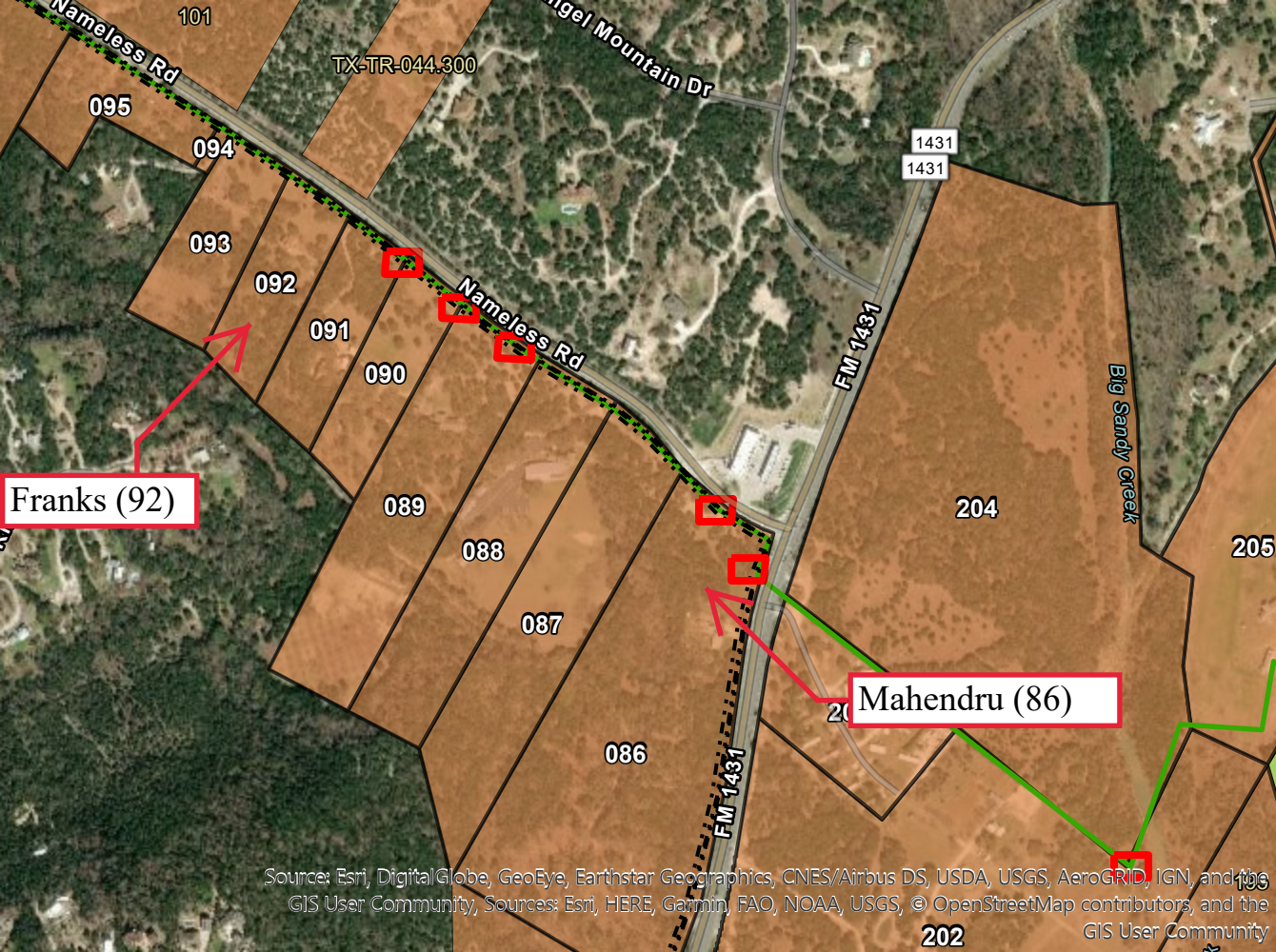
DATE: 3/9/2018

REVISION: 01

EX. A1



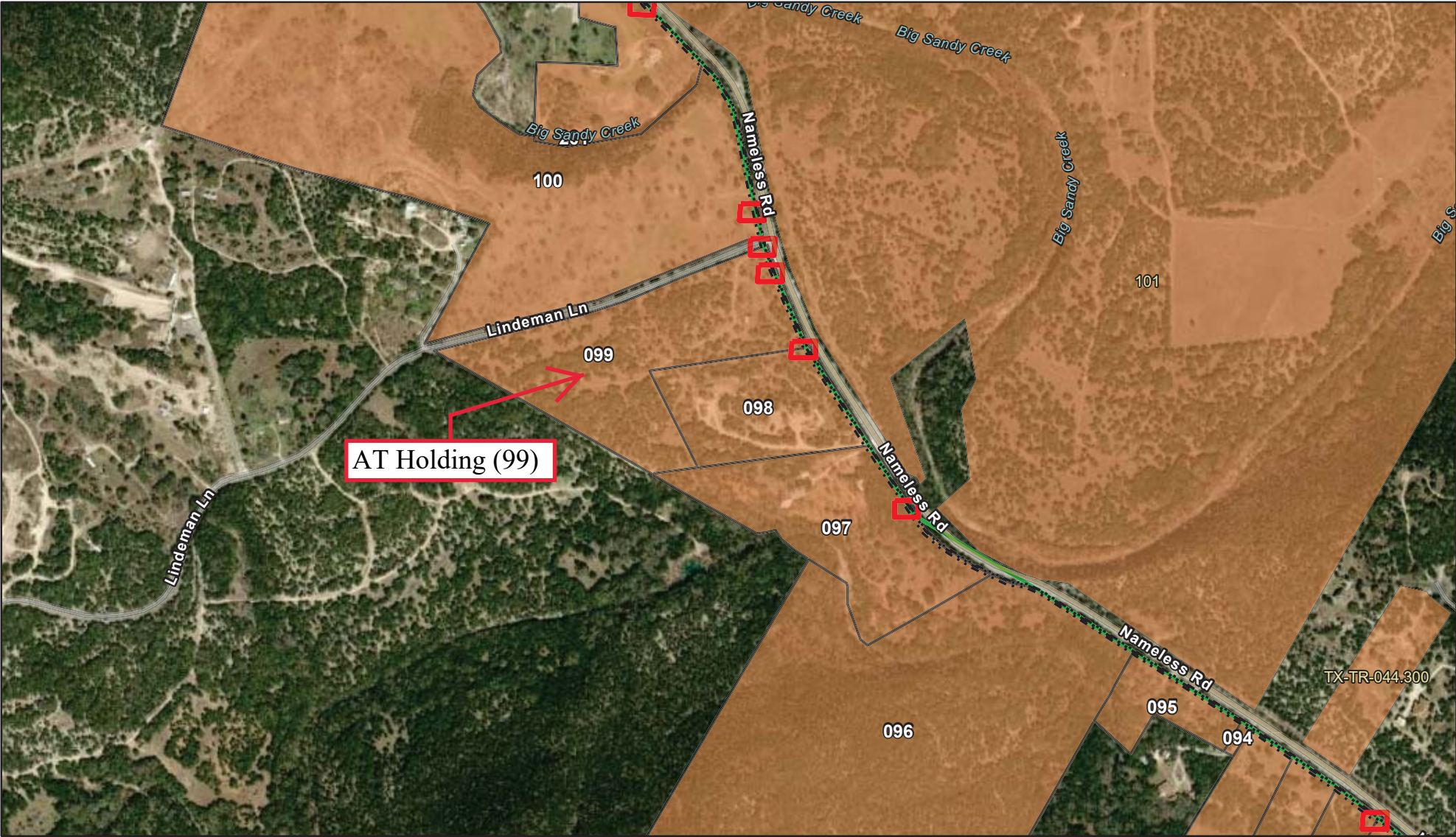




Franks (92)

Mahendru (86)

BCRUA Map



8/2/2019 4:19:26 PM

- Guying Easements
- New Electric Service
- Original Tracts (All)
- Easement Corridor
- Tracts



City of Round Rock

Agenda Item Summary

Agenda Number: F.12

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Carollo Engineers, Inc. for the AWIA Evaluation 2019 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$125,823.00

Indexes: Self-Financed Water Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2019-0407

In 2018, the United States Congress passed the America's Water Infrastructure Act (AWIA) which tasks municipalities with performing a Risk and Resiliency Assessment (RRA) by March 2020.

The assessment will evaluate the physical security, operational procedures, water system configuration, cybersecurity, financial infrastructure and other relevant factors that contribute to the overall reliability and resiliency of the City's water system assets. These assets include Round Rock's water treatment plant (WTP), the Lake Creek and Westinghouse well sites, three pump stations, one ground storage tank, and seven elevated storage tanks. Several regional sites will also be evaluated including the Brushy Creek Regional Utility Authority WTP and the Lake Stillhouse Hollow pump station.

Carollo Engineers, Inc. has been selected by the City staff to work with utility management, operations, maintenance, information technology, finance and first responders in order to develop the RRA. The RRA will assist our department with identifying threats and vulnerabilities and work toward mitigating risks and adding resiliency in the water system.

Cost: \$125,823

Source of Funds: Self-Financed Water Construction



City of Round Rock

Agenda Item Summary

Agenda Number: F.12

RESOLUTION NO. R-2019-0407

WHEREAS, the City of Round Rock desires to retain engineering services for the AWIA Evaluation 2019 Project, and

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

WHEREAS, the City Council desires to enter into said contract with Carollo Engineers, 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 Carollo Engineers, Inc. for the AWIA Evaluation 2019 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 10th day of October, 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: CAROLLO ENGINEERS, INC. ("Engineer")
ADDRESS: 8911 N. Capital of Texas Highway, Suite 2200, Austin, TX 78759
PROJECT: AWIA Evaluation 2019

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 Twenty-Five Thousand Eight Hundred Twenty-Three and No/100 Dollars, (\$125,823.00). 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:

Juan Martinez
Project Manager
2008 Enterprise Drive
Round Rock, TX 78664
Telephone Number (512) 341-3332

Mobile Number (512) 567-7146
Fax Number (512) 218-5563
Email Address jmartinez@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:

David Sobeck
Senior Vice President
8911 N. Capital of Texas Highway, Suite 2200
Austin, TX 78759
Telephone Number (512) 453-5383
Fax Number (512) 453-0101
Email Address Dsobeck@carollo.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 hold harmless Engineer from all claims, damages, losses and expenses, resulting therefrom. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

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.

(3) As required by Chapter 2270, Government Code, Engineer hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

ARTICLE 22

INDEMNIFICATION

Engineer shall save and hold City harmless from all liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Engineer, Engineer's agent, or another entity over which Engineer exercises control. Engineer shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City to the extent resulting from 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.

Engineer shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Engineer's subconsultants, that impact project completion and/or success.

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 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:

David Sobeck
Senior Vice President
8911 N. Capital of Texas Highway, Suite 2200
Austin, TX 78759

ARTICLE 33
GENERAL PROVISIONS

(1) Time is of the Essence. The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. 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. Any determination to withhold or set off shall be made in good faith and with written notice to Engineer provided, however, Engineer shall have fourteen (14) calendar days from receipt of the notice to submit a plan for cure reasonably acceptable to City.

(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.

(7) Third Parties. The services to be performed by Engineer are intended solely for the benefit of City.

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.

[signature page follows]

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

CAROLLO ENGINEERS, INC.

By: David Sobeck
Signature of Principal
Printed Name: _____ Dave Sobeck, Senior VP

Hani E. Michel
Hani E. Michel, Vice President

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

City Services

The City of Round Rock will furnish to the Engineer the following items/information:

- Designate a person to act as City's representative with respect to the services to be performed or furnished by the Engineer. This representation will have authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to engineering services.
- Provide all criteria and full information as to City's requirements for the Task, including as-builts, and any other information necessary.
- Assist Engineer by placing all available information pertinent to the Task, including previous reports and any other data relative to the ultimate project if available to the City and necessary for the Engineer to complete the task, which Engineer shall be entitled to use and rely upon in accordance with the standard of care.
- City shall arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services hereunder.

EXHIBIT B

Engineering Services

RISK AND RESILIENCE AND EMERGENCY RESPONSE PLAN PER THE REQUIREMENTS OF AMERICA'S WATER INFRASTRUCTURE ACT (AWIA) OF 2018 AUGUST 2019

ROUND ROCK CITY PROFILE

The City of Round Rock (City) has a population estimated over 120,000 with approximately 33,000 water connections. The City owns and operates a 52 mgd water treatment plant (WTP) and is a part-owner of two other WTP's, including the Stillhouse Hollow Raw Water Pump Station (42 mgd) and Brushy Creek Regional Authority (BCRUA) WTP (32 mgd). In addition, the City owns and operates 1 active well site, equipped with 3 wells with an average flow of 1-2 mgd. The primary source of water for the City's residents is surface water from Georgetown Lake, Stillhouse Hollow Lake, and Lake Travis. The City also operates and maintains ground and elevated storage reservoirs, booster pump stations, as well as the potable water system piping.

SCOPE OF WORK

This scope of work outlines Carollo Engineer's (Carollo) proposed approach to complete a risk and resiliency assessment (RRA) for the City. This effort is being undertaken to assist the City in complying with the first part of the requirements of the 2018 America's Water Infrastructure Act (AWIA). Note that in order to achieve full compliance, the City will have to complete a subsequent Emergency Response Plan (ERP) update, based on the results of the RRA. The ERP update is not included in this scope of work.

The AWIA 2018 emphasizes a holistic approach to risk and emergency planning that evaluates all aspects of a water system to provide resiliency for all-hazards, including malevolent acts and natural hazards. As such, this assessment shall consider the physical security, operational procedures, water system configuration, cybersecurity, and other relevant factors that contribute to the overall reliability and resiliency of the City and its water system assets. Note that the cyber security evaluation will be coordinated with the on-going Communications System Master Plan Project being completed by Alan Plummer.

Conducting a comprehensive resiliency assessment is critical to ensuring a safe and reliable drinking water supply for the communities served by the City. Ultimately, the EPA will require a certification letter from the City stating that your comprehensive RRA is completed by March 2020. The work completed under this scope will provide the City with the documentation required to meet the deadline associated with the RRA. Note that subsequent ERP updates will be required to be completed by September 2020.

The RRA will build upon the City's existing planning documents as well as information obtained from site visits and collaboration with utility management, operations, maintenance, IT, and emergency response personnel. The intent is to update and build upon previously identified vulnerabilities, conduct additional analyses to identify other vulnerabilities, and develop updated mitigation and resiliency strategies.

The effort encompasses several tasks. The subsequent sections provide additional detail for each task.

- Task 1 – Project Management and Meetings
- Task 2 – Data Collection and Site Visits
- Task 3 – Risk and Resilience Assessment
- Task 4 – AWWA G430 Standard Analysis
- Task 5 – Generate Documentation for EPA to Support Compliance

Our team recognizes the need to collaborate with the City's staff in the execution and development of the RRA and ERP assessment and planning documents. Our previous experience has proven that the process of creating and implementing a plan is often as important and beneficial to the organization as the actual plan itself. The City's staff and other critical project stakeholders will need to be heavily involved throughout the project to give guidance, share expertise, provide historical perspectives, validate assumptions, and confirm that the direction of the assessment is consistent with the long term direction of the utility.

Task 1 – Project Management and Meetings

Carollo will conduct project management activities and coordinate project meetings and workshops to support the successful delivery of the water system RRA. A variety of meetings and workshops will be required as part of the project. Initial efforts will focus on site visits and meetings with key stakeholders (i.e. utility management, operations, IT, etc.). As the project progresses, the focus will transition to draft document review. Carollo will coordinate meetings, prepare agendas, and conduct the meetings, as well as document the decisions and action items. Note that quantity, duration, and location of the proposed meetings are subject to change based on the project progress and other ancillary factors.

Task 1.1 – Project Management

This task includes project management activities, submittal of monthly progress reports, and overall coordination and assistance. In addition to production and implementation of the project plan and management of the project schedule and budget, this task also includes preparation and submittal of monthly progress reports showing current project status and identifying key issues or elements of the project that will need to be addressed in the proceeding weeks. The monthly progress reports will be presented, in person or via conference call, and a copy will be submitted electronically via email (PowerPoint or MS Word).

Task 1.2 – Kickoff/Visioning/Facility Prioritization Workshop

Carollo will facilitate a Project Kickoff/Visioning Meeting with City staff. The meeting will be designed to accomplish several objectives:

- Ensure the entire team has a thorough understanding of the key project goals and performance expectations, as well as the AWIA requirements.
- Confirm the schedule milestones and any required coordination with other on-going and/or future planning, design or construction efforts.
- Review the City's existing security, emergency response, and emergency/disaster planning approaches, and discuss desired enhancements as it relates to the water system.
- Discuss each of the existing system assets to better understand the specific materials, processes, information, and equipment that are to be protected and the operational priorities of each.
- Present the methodology for the efforts to be completed for the remainder of the project.
- Identify key project stakeholders.

Task 1.3 – Monthly Progress Meetings

Carollo will conduct monthly progress meetings to discuss the project status including plan development, required decisions, upcoming activities, budget status, and overall project schedule. Meetings will typically be conducted via teleconference, Skype or Webex, unless the meeting can be coordinated with another on-site project related meeting to promote efficiency. Up to five (5) meetings are planned as part of this task.

Task 1.4 – Stakeholder Meetings

As part of the kick-off meeting, the team will work with the City to schedule subsequent meetings with other key project stakeholders that may have critical input into the recommendations developed as part of the planning effort. These groups may include operations, IT, local law enforcement/first responders, and DHS. In addition, the team will facilitate meetings with elements of the critical dependencies as required to characterize and quantify the associated risks. Carollo will distribute an agenda prior to each meeting and will provide meeting minutes to all participants within 48 hours of the meeting. Carollo will attempt to schedule these meetings in conjunction with other project meetings or site visits to promote efficiency.

Task 1 Deliverables

- ☪ Monthly progress reports (electronic)
- ☪ Meeting agendas, materials, and minutes (electronic PDFs)

Task 2 – Data Collection and Site Visits

Task 2.1 – Data Collection

Carollo will submit an initial data request in advance of the project kick-off meeting. The request will include all available documentation related to security, emergency, and disaster response planning, including, but not limited to:

- Vulnerability Assessments
- Threat Assessments
- Communications System Master Plan
- Emergency Response Plans
- Cyber Security Plans
- Business Continuity Plans
- Contracts
- Security Policy
- Documented Procedures
- Utility and/or Departmental requirements
- Existing operational documentation
- Existing master planning or resiliency related documentation

The initial data request will be discussed during the kickoff meeting, and will likely lead to follow-up discussions and additional data requests. This information will be critical to promoting efficiency and facilitating discussion with key project stakeholders.

Task 2.2 – Site Visits

As part of the kick-off meeting and goal setting activities outlined in Task 2, Carollo will work with the City to develop a schedule to visit each of the facilities/assets that are part of the system. The intent is to visit each asset with utility personnel to better understand the assets being protected, their operational value, and any anecdotal information that may assist in the completion of the subsequent planning efforts. Carollo will document the results of each visit (including site photos) for use in the subsequent assessment effort.

Task 2 Deliverables

- Data request log (1 electronic PDF)

Task 3 – Risk and Resiliency Assessment

As part of this task, Carollo will conduct an RRA of the City's water system. The efforts will also include determination of potential threats and consequences which will serve as the baseline for the future update of the existing ERP (by others). The assessment will cover critical water system assets, including people, equipment, systems, materials, supplies, and records. AWWA has recently issued draft updated guidelines that provide some additional information and direction on the threat basis to be used in the evaluations. The RRA for the City will be based on this currently available information/direction. Per our conversations with EPA, any subsequent modifications to the guidelines would not require updates to previously completed RRAs.

A prioritization of threats, assets, and vulnerabilities of the system will also be included. The information gathered as part of Tasks 1 and 2 will serve as the baseline for the evaluation and any subsequent recommendations. The following infrastructure will be included in the evaluation.

- City of Round Rock WTP
- Stillhouse Hollow Lake Pump Station
- BCRUA WTP
- Booster Pump Stations (3)
- Ground (1) and Elevated Storage Reservoirs (7)
- Ground water wells and affiliated pumps - 3 wells (one site)/one inactive site
- Water system piping (including PRVs)

The general methodology for the effort is outlined in the following series of subtasks – each serving an important role in identifying the existing threat, existing level of security/resiliency, desired level of security/resiliency and the potential gap between the two. The intent of the effort will be to provide the City with the information needed to comply with the American Water Works Association (AWWA) J100 and G430 requirements, as well as other applicable industry accepted standards provided by the American National Standards Institute (ANSI) and AWWA. Note that these documents are currently identified by AWWA as the best available standards for compliance with the AWIA requirements. If future updates to AWIA modify this requirement, additional scope or fee may be required.

Task 3.1 – Characterize Assets

The goal of this task is to confirm and characterize the City's water system assets. In addition to the system assets listed above, the team will work with the City to identify any changes that may occur in the system over the next 5 to 10 years, which may impact the current operation or the ultimate recommendations of the plan. These changes may be associated with a new or modified asset, or may reflect changes in the operational approach which could impact the criticality of an asset.

AWIA focuses on a system's most critical assets. As such, this task also includes evaluation regarding which facilities to include in the analysis process. These determinations are based on the consequences that losing a facility or asset would have on the primary mission and functions of the organization. The intent of this effort is to determine which assets, if compromised by malevolent or natural hazards would result in:

- Lengthy or widespread inability to complete the organization's mission.
- Injuries, fatalities, or detrimental economic impacts to the City or associated communities.

Based on the limited number of assets in the City's system, it is likely that a majority of the facilities will be characterized as critical infrastructure and included in the subsequent evaluation. The asset characterization step includes multiple stages, such as the initial screening of sites and assessing specific assets within those sites, where necessary.

Throughout the process, the team will leverage and verify existing information including any previous Vulnerability Assessments, Risk Evaluations, ERPs, and other security related information/documentation.

Significant input would be expected from City personnel, both operators and management, in order to complete this task. Carollo will facilitate up to three (3) workshops to obtain necessary input from stakeholders.

Task 3.2 – Characterize Threats

This task facilitates decision making regarding what threats and hazards to consider and specifying these threats/hazards in enough detail to drive the risk/resilience analysis. Evaluations will be based on an all-hazards approach, which includes internal and external threats, such as disgruntled employees or employees engaged in criminal activities, cyber and financial related threats, as well as potential threats associated with natural disasters. The AWWA J100 methodology will be employed to define threat-asset pairs, which are reference threats paired together with system assets. Note that the cyber security evaluation will be coordinated with the on-going Communications System Master Plan Project being completed by Alan Plummer.

Task 3.3 – Identify and Analyze Consequences

Consequence analysis estimates the losses that result from each specific threat or hazard when exposed to each critical asset. The intent of this task is to estimate the human losses, economic losses, and service denials associated with each threat-asset pair identified for analysis in the previous task.

To accomplish this, the process involves making a worst reasonable case assumption - i.e. what is the worst number of fatalities or injuries that could occur from a reasonable threat, based on a particular threat-asset pair? What is the potential financial loss for that pair? What could the service denial be? The answers are provided via "Consequence Bins," which are frequently estimates that must be determined through discussion with local personnel.

Task 3.4 – Vulnerability Analysis

This task provides an estimation of the likelihood that a threat or hazard, given it occurs, will cause the consequences estimated in the previous task. The vulnerability analysis will include both malevolent threats and natural hazards in the likelihood estimations. The analysis is conducted for each threat-asset pair, by asking the following questions:

- What existing security and resilience features are available?
- What gaps exist in the existing security or resilience profile that could be exploited?
- What weaknesses within the system would result in system failure because of a natural hazard?

- What is the expected probability or frequency of these consequences?

Since the methodology above considers only the most critical sites, a series of sub-steps are necessary for each high priority site. This task will consider the following sub-steps:

- Review of existing security and resilience profile, per site.
- Analysis of the vulnerabilities.
- Documentation of the methodology and results.
- Recording of the vulnerability estimates as point estimates.

Task 3.5 – Analyze Threats

As part of this task, Carollo will estimate the likelihood that a specific threat or hazard will occur for a given asset. This analysis will consider the historical frequency of both natural and man-made hazards. For natural hazards, the frequency can be estimated with readily available data from annexes to the AWWA J100 documentation. The malevolent hazard information is collected using several available measures, one of which represents a best estimate from a knowledgeable and qualified team (i.e. the Carollo team working in concert with City staff).

Task 3.6 – Risk and Resilience Analysis

This task includes a calculation of both risk and resilience for specific threat-asset pairs. Carollo will use formulas taken from the AWWA J100 standard to establish a quantifiable level of risk and resilience for each asset pair. The outcome of this task is a numerical aggregation of risk and resilience factors for each threat-asset pair, which assumes that all the threats and hazards have been included and are mutually exclusive (i.e. no two will happen in the same year).

Note that this task also includes the risk to, and resiliency of:

- Current monitoring practices of the system.
- Operations and maintenance of the system.
- Overall financial infrastructure.
- Source water assets.
- Pipes, constructed conveyances, and other distribution system assets characterized as part of Task 3.1.

Task 3.7 – Risk and Resilience Management

Carollo will use the information from previous tasks and work closely with the City to determine opportunities to reduce risks and enhance system resilience. This task will include workshops and discussions with stakeholders to:

- Decide whether the estimated levels of risk and resilience are acceptable.
- Define countermeasures, consequence mitigation and resilience options.
- Evaluate options for net benefits and cost-benefit ratios.
- Select specific options (based on previous prioritization efforts) for planning and budgeting.

This task provides an overall management approach to the process that involves recalculating risk with a reduced number of vulnerability quantifiers based on the mitigation options selected. One (1) workshop is planned as part of this task.

Task 3.8 – Staff Training

Before completing the RRA, Carollo will provide training to support knowledge transfer to City staff on the specifics of the assessment and the role of the stakeholders in completing the project. This training is assumed to be completed in two sessions over one (1) day

Task 3.9 – Risk and Resilience Assessment Report

Using the information generated during the previous tasks, Carollo will develop a Risk and Resiliency Report. The Risk and Resiliency Report is anticipated to have the following chapters:

EXECUTIVE SUMMARY		Summarizes the key points of all RRA sections
INTRODUCTION		Outlines the City's RRA goals and the planning methodology used for the risk and resilience assessment.
CHARACTERIZE ASSETS		Includes initial screening and asset prioritization for each water system asset based on security and operational risks.
CHARACTERIZE THREATS		Summarizes the threat characteristics of an attack or event, including goals, objectives, attack vectors, tactics, etc. for each asset. The profile will take an all-hazards approach, assessing internal, external, and natural hazards.
IDENTIFY AND ANALYZE CONSEQUENCES		Estimates the human and economic losses and service denial associated with each threat-asset pair identified in the threat characterization chapter.
VULNERABILITY ANALYSIS		Presents an analysis of existing security and resiliency features, any gaps that exist in the security profile, weaknesses in the system, and probability of expected consequences.
ANALYZE THREATS		Provides an estimate of the likelihood each specific threat or hazard will occur for a given asset. This is the last element of the risk and resilience piece that drives the methodology.
RISK AND RESILIENCE ANALYSIS		Provides steps for calculating both risk and resilience for specific threat-asset pairs.
RISK AND RESILIENCE MANAGEMENT		Provides an overview of the management approach to the assessment process, which involves recalculating risk with a reduced number of vulnerability quantifiers based on the mitigation options selected.

The draft report will be submitted to the City for review. One additional workshop is planned to review the draft report and receive comments from the City. Comments will be incorporated into the final RRA Report.

Task 3 Deliverables

- RRA Review Meeting agenda, materials, and minutes, and comment log (1 electronic PDF for each).
- Draft RRA Report (1 electronic PDF and 10 hardcopies).
- Final RRA Report with Appendices (1 electronic PDF and 10 hardcopies).

Task 4 – AWWA 430 Standard Analysis

The AWWA G430 standard outlines the minimum requirements for a security program promoting protection of employees, public safety, health, and confidence. The intent of this task is to step through each of the fourteen components of the G430 standard and provide a compliance narrative based on the previous tasks as well as an evaluation of existing City practices. A great deal of the information required for the G430 analysis is organizational material. Consequently, this evaluation will be highly collaborative, involving a variety of City staff.

Task 4.1 – Evaluation of Existing City Practices

Carollo will obtain a majority of the required information associated with existing practices from prior tasks, but will likely require additional information related to the City's practices across the organization. The intent of this task is to fill in any gaps from the previous tasks and create a better picture of the City's AWWA G340 compliance.

Task 4.2 – Compliance Narratives

Carollo will evaluate each of the fourteen requirements under G340 and provide compliance narratives based on the previous RRA assessment task. The narratives will be compiled into a tech memo and will be submitted to the City for review. One (1) additional workshop is planned to review the draft memo and receive comments. Comments will be incorporated into the final AWWA G430 Assessment Tech Memo.

Task 4 Deliverables

- ☪ AWWA G430 Assessment Review Meeting agenda, materials, and minutes, and comment log (1 electronic PDF for each).
- ☪ Draft AWWA G430 Assessment Tech Memo (1 electronic PDF and 10 hardcopies).
- ☪ Final AWWA G430 Assessment Tech Memo (to be added as an appendix to the RRA Report).

Task 5 – Generate Documentation for EPA to Support Compliance

Task 5.1 – Generate Documentation for EPA to Support Compliance

The intent of this task is to develop the documentation for the City to meet the requirements for compliance with RRA component of AWIA 2018. The letters confirming RRA compliance shall be completed prior to the AWIA completion deadline. However, Carollo recommends that the City postpone submitting the associated letter until the March 31, 2020 deadline as the 5 year update clock starts upon submittal. The letter will be provided to the City for approval and comment prior to finalization.

Task 5 Deliverables

- ☪ RRA compliance letter for submittal to EPA.

ASSUMPTIONS

The scope and fee for this planning effort is based on the following assumptions:

1. The City will provide electronic copies of all existing security, risk management, emergency response, and disaster planning information, as well as all other requested data to Carollo within 10 business days of the kick-off meeting.
2. The City will provide site plans of all assets for use in creating figures to support the planning reports in native or .PDF format.
3. The City will assist Carollo in scheduling meetings with all relevant project stakeholders.
4. The City staff will escort Carollo staff on all site visits.
5. The City staff will provide comments on all draft documents within 10 business days of receipt.
6. Carollo will establish a secure file transfer system for document management for the project.
7. The ERP updates required by AWIA 2018 are not included in this scope. The City will be required to complete the ERP updates by September 2020 in order to ensure compliance with the regulations.
8. A Continuity of Operations Plan (COOP) update is not included in this scope of services.
9. The proposed cyber security assessment will be coordinated with the on-going Communications System Upgrade Project being completed by Alan Plummer.
10. The cyber security scope associated with this effort is intended to meet the requirements of AWIA only. A full cyber security evaluation will not be performed as part of this scope.

EXHIBIT C

Work Schedule

The estimated total project duration is approximately 200 calendar days based on a notice to proceed date of September 4, 2019. This is inclusive of two-week City review periods for each project submittal outlined in the above Scope of Work, and submittal of the Final RRA Report and EPA compliance letter by March 1, 2020.

EXHIBIT D

Fee Schedule

Attached Behind This Page

Project Role Labor Category Project Team Member Firm		LABOR HOURS																		
		Principal in Charge	Project Manager	Quality Manager	Project Engineer	Financial Evaluations	Cybersecurity Assessment	Resiliency Evaluations	Security Engineer	CAD/ Graphics	Technical Editor	Firm								
		Principal Professional	Principal Professional	Senior Professional	Lead Professional	Senior Professional	Senior Professional	Project Professional	Professional	Sr. CAD Tech	Document Processing									
		Hani Michal	Dave Sobock	Rob Culwell	Brenna Wagner	Kevin Tice	Norm Andersen	Rene Aguilar	George Whitten	Telesa Linka	Shana Woody									
		Carollo	Carollo	Carollo	Carollo	Carollo	Carollo	Carollo	Carollo	Carollo	Carollo									
Task #	Task Description												LABOR TOTAL							
													Hours	Dollars	Carollo Other Direct Costs	Enterprise Protection Associates	TOTAL OF EXPENSES	TOTAL LABOR & EXPENSES		
TASK 1 - PROJECT MANAGEMENT AND MEETINGS																				
1.1	Project Management	2	8	0	0	0	0	0	0	0	0	86	\$ 17,244	\$ 5,400	\$ 7,669	\$ 30,504				
1.2	Kickoff/Visioning/Facility Prioritization Workshop	2	6	0	4	0	0	0	0	0	0	10	\$ 2,882	\$ -	\$ -	\$ 2,882				
1.3	Monthly Progress Meetings	2	6	4	8	4	4	4	4	0	0	36	\$ 7,074	\$ 3,000	\$ 1,969	\$ 7,924				
1.4	Stakeholder Meetings (Operations, IT, local first responders, DHS, etc.)	0	6	0	8	0	4	4	4	0	0	36	\$ 4,224	\$ 2,400	\$ 2,160	\$ 9,224				
TASK 2 - DATA COLLECTION AND SITE VISITS																				
2.1	Data Collection	1	2	0	4	0	4	4	4	2	2	33	\$ 3,993	\$ 0	\$ 1,380	\$ 5,383				
2.2	Site Visits	0	8	0	8	0	0	0	8	0	0	34	\$ 4,232	\$ 2,400	\$ 4,130	\$ 10,782				
TASK 3 - RISK AND RESILIENCY ASSESSMENT																				
3.1	Characterize Assets	1	1	0	3	0	2	6	4	0	0	17	\$ 3,039	\$ 0	\$ 3,039	\$ 6,069				
3.2	Characterize Threats (1100 methodology to define threat-asset pairs)	0	1	0	3	0	0	2	8	4	0	18	\$ 3,124	\$ 0	\$ 3,810	\$ 5,934				
3.3	Identify and Analyze Consequences	1	1	0	3	4	2	6	4	0	0	21	\$ 3,938	\$ 0	\$ 3,810	\$ 7,748				
3.4	Vulnerability Analysis	1	2	0	3	4	2	6	4	0	0	22	\$ 4,193	\$ 0	\$ 3,810	\$ 8,003				
3.5	Analyze Threats	1	2	0	3	0	4	6	4	0	0	20	\$ 3,743	\$ 0	\$ 3,039	\$ 6,772				
3.6	Risk and Resiliency Analysis	1	2	0	3	4	4	6	4	0	0	26	\$ 5,093	\$ 0	\$ 4,980	\$ 9,993				
3.7	Risk and Resilience Management	1	2	0	3	4	4	6	4	0	0	26	\$ 5,093	\$ 0	\$ 5,760	\$ 10,763				
3.8	Staff Training	0	2	0	4	0	0	0	4	0	0	10	\$ 1,709	\$ 400	\$ 2,260	\$ 4,369				
3.9	Risk and Resilience Assessment Report	1	2	6	5	2	4	6	4	4	6	42	\$ 7,313	\$ 0	\$ 2,250	\$ 9,563				
TASK 4 - AWWA Q430 STANDARD ANALYSIS																				
4.1	Evaluation of Existing District Practices	1	2	0	3	0	0	0	0	0	0	6	\$ 1,143	\$ 0	\$ 1,560	\$ 2,703				
4.2	Compliance Narratives	0	2	4	3	0	0	0	0	4	4	17	\$ 2,888	\$ 0	\$ 1,560	\$ 4,368				
TASK 5 - GENERATE DOCUMENTATION FOR EPA TO SUPPORT COMPLIANCE																				
5.1	Generate Documentation for EPA to Support Compliance	0	2	2	3	0	0	0	0	0	2	8	\$ 1,628	\$ 0	\$ 390	\$ 1,918				
TOTAL		15	57	16	71	22	36	72	58	6	14	367	\$68,003	\$8,200	\$49,820	\$57,820	\$125,823			

EXHIBIT E

Certificates of Insurance

Attached Behind This Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2019

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 Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com CA DOI License No. 0F06675	CONTACT NAME: Risk Strategies Company PHONE (A/C, No, Ext): 949-242-9240 E-MAIL: syoung@risk-strategies.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Continental Insurance Company INSURER B: American Casualty Company of Reading, PA INSURER C: Valley Forge Insurance Company INSURER D: Continental Casualty Company INSURER E: National Fire Insurance Co of Hartford INSURER F: NAIC # 35289 20427 20508 20443 20478
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COVERAGES**CERTIFICATE NUMBER: 50866535****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 checked="" type="checkbox"/> Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6050490317	12/31/2018	12/31/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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 \$
E	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		6050490267	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) \$ Ded: Comp/Collision \$1,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B 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 N/A	6050490270 6050490298	12/31/2018 12/31/2018	12/31/2019 12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Deductible: \$0 E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability Unlimited Prior Acts		AEH288354410	7/4/2019	7/4/2020	Each Claim: \$1,000,000 Aggregate: \$1,000,000 Deductible: \$400,000

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

Projects as on file with the insured including but not limited to: AWIA Evaluation 2019
Carollo Project #: not yet assigned.

CERTIFICATE HOLDER**CANCELLATION**

City of Round Rock
City Manager
221 East Main St.
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

Michael Christian

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NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

City of Round Rock
City Manager
221 East Main St.
Round Rock TX 78664



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City of Round Rock
City Manager
221 East Main St.
Round Rock TX 78664



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If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged,

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CC68021A (02-2013)
Endorsement Effective Date: 12/31/2018
Endorsement No:
Underwriting Company: American Casualty Company of Reading, PA
Valley Forge Insurance Company

6050490270
Policy No: 6050490298
Policy Effective Date: 12/31/2018

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Workers Compensation



For All the Commitments you Make

PROFESSIONAL LIABILITY AND POLLUTION
INCIDENT LIABILITY INSURANCE POLICY

INSURED: Carollo Engineers, Inc.

Policy AEH288354410

Effective 7/4/2019

Endorsement Number

NOTICE ENDORSEMENT -
CANCELLATION OR NON-RENEWAL

We agree with **you** that **your** Policy is amended to include the following additional provisions.

1. **Your** Policy will not be:

XX Cancelled by us until we provide at least:

10 days prior written notice if we cancel **your** Policy for
Non-payment of Premium;

30 days prior written notice if we cancel **your** Policy for
The following reasons:

Any reason other than non-payment of premium.

 Non-renewed by us until at least days prior written notice
is given to the person or entity named in 2. below.

2. Person or Entity:

City of Round Rock
City Manager
221 East Main St.
Round Rock TX 78664

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown above.

By Authorized Representative James F. Willging
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

James F. Willging

Countersigned by Authorized Representative

256423

(Ed. 10/05)

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.

Carollo Engineers, Inc.
Austin, TX United States

Certificate Number:
2019-534654

Date Filed:
08/29/2019

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.

000000
AWIA Evaluation 2019 Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hart, Vincent	Broomfield, CO United States	X	
	Wason, Ash	Costa Mesa, CA United States	X	
	Wachter, Russell	Phoenix, AZ United States	X	
	Carella, Louis	Walnut Creek, CA United States	X	
	Hagstrom, James	Walnut Creek, CA United States	X	
	Barnes, Michael	Walnut Creek, CA United States	X	
	Narayanan, Balakrishnan	Walnut Creek, CA United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Hani Michel, and my date of birth is 5/8/1955.

My address is 8911 Capital of Tx Hwy, building 2 Austin Tx 78759 USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Tx, on the 29th day of August, 2019.
(month) (year)

Hani E. Michel

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.13

Title: Consider a resolution authorizing the Mayor to execute a contract with QA Construction Services, Inc. for the Arterial H Water Line Extension Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$1,285,000.00

Indexes: Self-Financed Water Construction

Attachments: Resolution, MAP, Recommendation, Bid Tab, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2019-0408

A 16-inch waterline was constructed in 2017 with the Arterial H roadway to provide water for the newly constructed Gardens at Mayfield Ranch subdivision. This project was the first phase of a transmission main needed to serve the City of Round Rock's 1071 pressure plane with high pressure water from the Brushy Creek Regional Utility Authority's 48-inch transmission main.

The second phase of the Arterial H waterline project consists of constructing approximately 4,547 linear feet of 16-inch high density polyethylene and 536 linear feet of 12-inch ductile iron waterline that will connect to the 1071 pressure plane. The project includes a connection with the City of Georgetown at the east end of the waterline to serve as an emergency interconnect for the 1071 pressure plane.

On September 4, 2019, the City received six bids ranging from \$1,285,000 to \$1,695,964.70. The City would like to enter into a \$1,285,000 contract with QA Construction Services, Inc. for the construction of the Arterial H 16-inch Waterline Extension project.

Cost: \$1,285,000

Source of Funds: Self-Financed Water Construction

RESOLUTION NO. R-2019-0408

WHEREAS, the City of Round Rock has duly advertised for bids for the Arterial H Water Line Extension Project; and

WHEREAS, QA Construction Services, Inc. has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of QA Construction Services, Inc., Now
Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with QA Construction Services, Inc. for the Arterial H Water Line Extension Project.

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

RESOLVED this 10th day of October, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

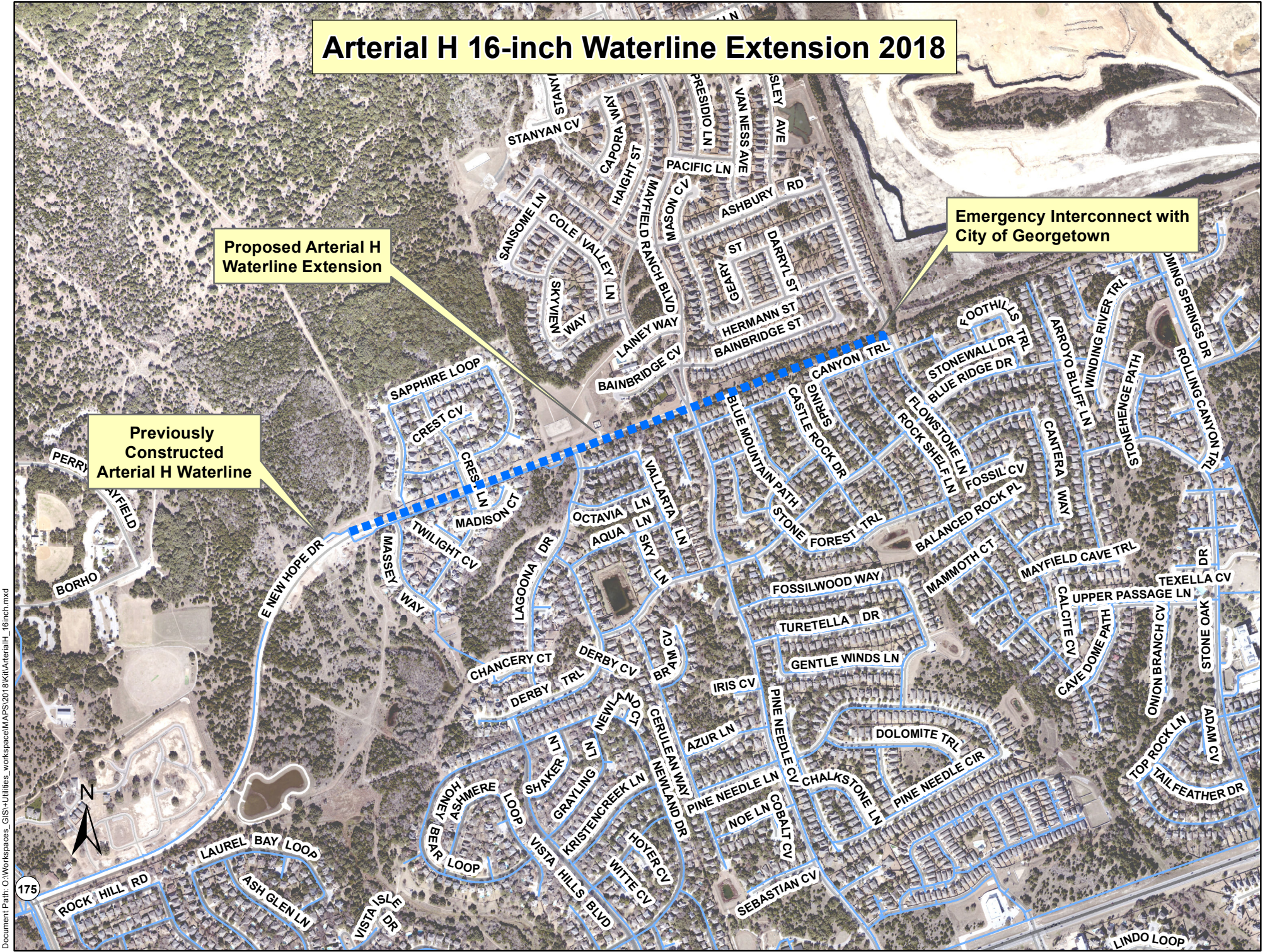
SARA L. WHITE, City Clerk

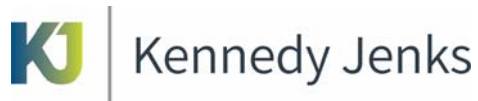
Arterial H 16-inch Waterline Extension 2018

Proposed Arterial H Waterline Extension

Previously Constructed Arterial H Waterline

Emergency Interconnect with City of Georgetown





10 September 2019

Jeff Bell
Senior Project Manager
City of Round Rock, Texas
2008 Enterprise Drive
Round Rock, Texas 78664

Subject: City of Round Rock Arterial H Waterline Extension Project, Bid Award Recommendation

Dear Mr. Bell:

Sealed bids for the above-referenced project were received on September 4, 2019 at 10:30 am. Kennedy Jenks has contracted with Jason Bybel of K. Friese and Associates as our subconsultant to facilitate the completion of the bidding, award and construction phase of the project since he was the engineer of record while employed at Kennedy Jenks.

Please find attached the review of the bid information and recommendation for award. Kennedy Jenks is committed to the successful completion of this project for the City of Round Rock. Should you have any questions about the information presented, please do not hesitate to contact me.

Very truly yours,

Kennedy/Jenks Consultants, Inc.

A handwritten signature in blue ink that reads 'Kathy P. Fretwell'.

Kathy P. Fretwell, PE
Principal

Enclosure

cc: Jason Bybel, PE, K. Friese and Associates

September 10, 2019

Ms. Kathy Fretwell, PE
Kennedy Jenks
6300 Bridge Point Pkwy
Building 1, Suite 230
Austin, Texas 78730

Sent Via: E-Mail

RE: City of Round Rock Arterial H Water Line Extension Project

Dear Kathy,

Sealed bids were received for the above-referenced project on September 4, 2019 at 10:30 AM from the following contractors:

QA Construction Services, Inc.
ABBA Construction, LLC
Whitestone Construction, LLC

Austin Underground, Inc.
MA Smith Contracting Co., Inc.
BRCT, LLC dba Black Rock Construction

The certified bid tabulation is attached. The lowest Base Bid was \$1,285,000.00, received from QA Construction Services, Inc. The second lowest Base Bid was \$1,320,391.70, received from Austin Underground, Inc. The third lowest Base Bid was \$1,466,524.98, received from ABBA Construction LLC.

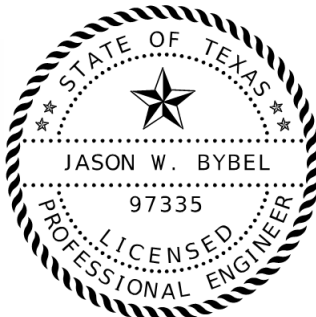
The second lowest bid from Austin Underground, Inc. included several mathematical errors which are highlighted on the attached bid tabulation.

KFA received a list of references on September 9, 2019 and was able to contact four of the six references. All four respondents reported excellent work completed by QA Construction Services, Inc. and would recommend QA Construction Services, Inc. for future construction work. It is KFA's recommendation to award the contract to QA Construction Services Inc. for their Base Bid amount of \$1,285,000.00. Should you have any questions, please feel free to contact me.

Sincerely,



Jason Bybel, PE, PMP
K Friese + Associates
Senior Engineer



9/10/2019

Encl.

BID TABULATION

City of Round Rock Arterial H Water Line Extension Bid Date: 9/4/2019 Time: 10:30 AM			Contractor:	ABBA Construction, LLC		QA Construction Services, Inc.		BRCT, LLC dba Black Rock Construction		MA Smith Contracting Co, Inc.		Whitestone Civil Construction, LLC		Austin Underground, Inc.	
			Address:	P.O. Box 451441, Laredo, TX 78045		5811 Blue Bluff Rd., Austin, TX 78724		1475 Heritage Pkwy #113, Mansfield, TX 76063		15308 Ginger Street, Austin, Texas 78725		PO Box 1537, Cedar Park, TX 78630		PO Box 5650, Lago Vista, TX 78645	
			Contact:	Jacob Flores, President 512-387-5836, ext. 701		Javier Barajas, Project Manager 512-913-5080		Harold Gamblin, Manager 512-738-6700		Travis Ragland, President 512-990-7640		Carrie Lewis, Member 512-963-6746		Richard Vavro, President 512-535-3285	
			Listed Total Base Bid:	\$1,466,524.98		\$1,285,000.00		\$1,695,964.70		\$1,563,652.60		\$1,600,858.00		\$1,382,862.50	
Bid Item	Approx. Quantity	Unit	Item Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
26	2	EA	WET CONNECTIONS, 8" DIA X 8" DIA	\$2,200.00	\$4,400.00	\$6,500.00	\$13,000.00	\$1,910.00	\$3,820.00	\$3,400.00	\$6,800.00	\$5,500.00	\$11,000.00	\$1,800.00	\$3,600.00
27	2.7	TN	DI FITTINGS	\$22,750.00	\$61,425.00	\$5,200.00	\$14,040.00	\$20,700.00	\$55,890.00	\$12,000.00	\$32,400.00	\$16,000.00	\$43,200.00	\$5,000.00	\$13,500.00
28	700	LF	IRRIGATION SYSTEM REPAIR	\$22.10	\$15,470.00	\$17.00	\$11,900.00	\$17.00	\$11,900.00	\$20.00	\$14,000.00	\$15.00	\$10,500.00	\$17.00	\$11,900.00
29	10	EA	FIRE HYDRANT ASSEMBLY	\$7,600.00	\$76,000.00	\$4,600.00	\$46,000.00	\$6,060.00	\$60,600.00	\$4,000.00	\$40,000.00	\$7,000.00	\$70,000.00	\$5,400.00	\$54,000.00
30	6	EA	16" RS GATE VALVE	\$11,700.00	\$70,200.00	\$9,000.00	\$54,000.00	\$7,730.00	\$46,380.00	\$8,700.00	\$52,200.00	\$9,100.00	\$54,600.00	\$8,900.00	\$53,400.00
31	2	EA	12" RS GATE VALVE	\$4,600.00	\$9,200.00	\$3,800.00	\$7,600.00	\$3,035.00	\$6,070.00	\$2,800.00	\$5,600.00	\$3,500.00	\$7,000.00	\$3,500.00	\$7,000.00
32	5	EA	8" RS GATE VALVE	\$2,500.00	\$12,500.00	\$2,300.00	\$11,500.00	\$1,830.00	\$9,150.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$1,800.00	\$9,000.00
33	10	EA	6" RS GATE VALVE	\$4,950.00	\$49,500.00	\$1,700.00	\$17,000.00	\$1,405.00	\$14,050.00	\$1,700.00	\$17,000.00	\$1,350.00	\$13,500.00	\$1,500.00	\$15,000.00
34	1	EA	BLOW-OFF VALVE	\$6,500.00	\$6,500.00	\$1,700.00	\$1,700.00	\$2,585.00	\$2,585.00	\$2,100.00	\$2,100.00	\$3,500.00	\$3,500.00	\$2,700.00	\$2,700.00
35	1	EA	2" CARV	\$7,000.00	\$7,000.00	\$3,200.00	\$3,200.00	\$10,575.00	\$10,575.00	\$6,000.00	\$6,000.00	\$7,700.00	\$7,700.00	\$5,500.00	\$5,500.00
36	1	LS	CONTRACTOR TO PREPARE, SUBMIT, IMPLEMENT, AND UPDATE STORM WATER POLLUTION PREVENTION PLAN (SWPPP)	\$7,400.00	\$7,400.00	\$4,000.00	\$4,000.00	\$5,500.00	\$5,500.00	\$4,300.00	\$4,300.00	\$4,800.00	\$4,800.00	\$1,500.00	\$1,500.00
37	11156	SY	NATIVE SEEDING	\$5.00	\$55,780.00	\$1.00	\$11,156.00	\$4.95	\$55,222.20	\$1.85	\$20,638.60	\$2.00	\$22,312.00	\$0.70	\$7,809.20
38	4800	LF	PROTECTIVE FENCING TYPE A	\$2.93	\$14,064.00	\$5.00	\$24,000.00	\$3.00	\$14,400.00	\$2.75	\$13,200.00	\$3.00	\$14,400.00	\$3.00	\$14,400.00
39	2	EA	FILTER CURB INLET PROTECTION (NEW INLET)	\$69.00	\$138.00	\$59.00	\$118.00	\$150.00	\$300.00	\$90.00	\$180.00	\$90.00	\$180.00	\$96.00	\$192.00
40	280	LF	ROCK BERM	\$21.28	\$5,958.40	\$19.00	\$5,320.00	\$21.50	\$6,020.00	\$30.00	\$8,400.00	\$25.00	\$7,000.00	\$33.00	\$9,240.00
41	72	LF	MULCH SOCK	\$6.33	\$455.76	\$5.00	\$360.00	\$6.25	\$450.00	\$14.00	\$1,008.00	\$7.00	\$504.00	\$15.00	\$1,080.00
42	6	EA	STABILIZED CONSTRUCTION ENTRANCE	\$1,050.00	\$6,300.00	\$2,100.00	\$12,600.00	\$2,500.00	\$15,000.00	\$1,800.00	\$10,800.00	\$1,500.00	\$9,000.00	\$1,500.00	\$9,000.00
43	5650	LF	SILT FENCE FOR EROSION CONTROL	\$2.30	\$12,995.00	\$3.50	\$19,775.00	\$4.25	\$24,012.50	\$2.50	\$14,125.00	\$2.50	\$14,125.00	\$3.00	\$16,950.00
44	1	LS	MOBILIZATION, NOT TO EXCEED 5% OF TOTAL BID	\$63,700.00	\$63,700.00	\$62,000.00	\$62,000.00	\$80,000.00	\$80,000.00	\$75,000.00	\$75,000.00	\$45,000.00	\$45,000.00	\$68,000.00	\$68,000.00
45	1	LS	SAFETY FENCING	\$5,100.00	\$5,100.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
46	1	LS	BARRICADES, SIGNS, AND TRAFFIC HANDLING	\$11,500.00	\$11,500.00	\$12,000.00	\$12,000.00	\$20,250.00	\$20,250.00	\$10,000.00	\$10,000.00	\$5,300.00	\$5,300.00	\$5,000.00	\$5,000.00
47	2	EA	12'X6' METER VAULT W/SUMP, LADDER, HATCH, PIPE SUPPORTS	\$24,700.00	\$49,400.00	\$17,500.00	\$35,000.00	\$11,925.00	\$23,850.00	\$21,900.00	\$43,800.00	\$38,000.00	\$76,000.00	\$23,000.00	\$46,000.00
48	2	EA	8" CHECK VALVE	\$2,875.00	\$5,750.00	\$4,200.00	\$8,400.00	\$5,415.00	\$10,830.00	\$5,800.00	\$11,600.00	\$6,800.00	\$13,600.00	\$4,200.00	\$8,400.00
49	1	EA	8" PLUG VALVE	\$4,140.00	\$4,140.00	\$2,800.00	\$2,800.00	\$3,375.00	\$3,375.00	\$3,600.00	\$3,600.00	\$4,200.00	\$4,200.00	\$2,300.00	\$2,300.00
50	1	EA	8" PRESSURE REDUCING VALVE	\$11,500.00	\$11,500.00	\$10,800.00	\$10,800.00	\$11,925.00	\$11,925.00	\$15,000.00	\$15,000.00	\$24,500.00	\$24,500.00	\$9,800.00	\$9,800.00

City of Round Rock Arterial H Water Line Extension Bid Date: 9/4/2019 Time: 10:30 AM			Contractor:	ABBA Construction, LLC		QA Construction Services, Inc.		BRCT, LLC dba Black Rock Construction		MA Smith Contracting Co, Inc.		Whitestone Civil Construction, LLC		Austin Underground, Inc.	
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			Contact:	Jacob Flores, President 512-387-5836, ext. 701		Javier Barajas, Project Manager 512-913-5080		Harold Gamblin, Manager 512-738-6700		Travis Ragland, President 512-990-7640		Carrie Lewis, Member 512-963-6746		Richard Vavro, President 512-535-3285	
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29	10	EA	FIRE HYDRANT ASSEMBLY	\$7,600.00	\$76,000.00	\$4,600.00	\$46,000.00	\$6,060.00	\$60,600.00	\$4,000.00	\$40,000.00	\$7,000.00	\$70,000.00	\$5,400.00	\$54,000.00
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34	1	EA	BLOW-OFF VALVE	\$6,500.00	\$6,500.00	\$1,700.00	\$1,700.00	\$2,585.00	\$2,585.00	\$2,100.00	\$2,100.00	\$3,500.00	\$3,500.00	\$2,700.00	\$2,700.00
35	1	EA	2" CARV	\$7,000.00	\$7,000.00	\$3,200.00	\$3,200.00	\$10,575.00	\$10,575.00	\$6,000.00	\$6,000.00	\$7,700.00	\$7,700.00	\$5,500.00	\$5,500.00
36	1	LS	CONTRACTOR TO PREPARE, SUBMIT, IMPLEMENT, AND UPDATE STORM WATER POLLUTION PREVENTION PLAN (SWPPP)	\$7,400.00	\$7,400.00	\$4,000.00	\$4,000.00	\$5,500.00	\$5,500.00	\$4,300.00	\$4,300.00	\$4,800.00	\$4,800.00	\$1,500.00	\$1,500.00
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41	72	LF	MULCH SOCK	\$6.33	\$455.76	\$5.00	\$360.00	\$6.25	\$450.00	\$14.00	\$1,008.00	\$7.00	\$504.00	\$15.00	\$1,080.00
42	6	EA	STABILIZED CONSTRUCTION ENTRANCE	\$1,050.00	\$6,300.00	\$2,100.00	\$12,600.00	\$2,500.00	\$15,000.00	\$1,800.00	\$10,800.00	\$1,500.00	\$9,000.00	\$1,500.00	\$9,000.00
43	5650	LF	SILT FENCE FOR EROSION CONTROL	\$2.30	\$12,995.00	\$3.50	\$19,775.00	\$4.25	\$24,012.50	\$2.50	\$14,125.00	\$2.50	\$14,125.00	\$3.00	\$16,950.00
44	1	LS	MOBILIZATION, NOT TO EXCEED 5% OF TOTAL BID	\$63,700.00	\$63,700.00	\$62,000.00	\$62,000.00	\$80,000.00	\$80,000.00	\$75,000.00	\$75,000.00	\$45,000.00	\$45,000.00	\$68,000.00	\$68,000.00
45	1	LS	SAFETY FENCING	\$5,100.00	\$5,100.00	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
46	1	LS	BARRICADES, SIGNS, AND TRAFFIC HANDLING	\$11,500.00	\$11,500.00	\$12,000.00	\$12,000.00	\$20,250.00	\$20,250.00	\$10,000.00	\$10,000.00	\$5,300.00	\$5,300.00	\$5,000.00	\$5,000.00
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49	1	EA	8" PLUG VALVE	\$4,140.00	\$4,140.00	\$2,800.00	\$2,800.00	\$3,375.00	\$3,375.00	\$3,600.00	\$3,600.00	\$4,200.00	\$4,200.00	\$2,300.00	\$2,300.00
50	1	EA	8" PRESSURE REDUCING VALVE	\$11,500.00	\$11,500.00	\$10,800.00	\$10,800.00	\$11,925.00	\$11,925.00	\$15,000.00	\$15,000.00	\$24,500.00	\$24,500.00	\$9,800.00	\$9,800.00

City of Round Rock Arterial H Water Line Extension Bid Date: 9/4/2019 Time: 10:30 AM			Contractor:	ABBA Construction, LLC		QA Construction Services, Inc.		BRCT, LLC dba Black Rock Construction		MA Smith Contracting Co, Inc.		Whitestone Civil Construction, LLC		Austin Underground, Inc.	
			Address:	P.O. Box 451441, Laredo, TX 78045		5811 Blue Bluff Rd., Austin, TX 78724		1475 Heritage Pkwy #113, Mansfield, TX 76063		15308 Ginger Street, Austin, Texas 78725		PO Box 1537, Cedar Park, TX 78630		PO Box 5650, Lago Vista, TX 78645	
			Contact:	Jacob Flores, President 512-387-5836, ext. 701		Javier Barajas, Project Manager 512-913-5080		Harold Gamblin, Manager 512-738-6700		Travis Ragland, President 512-990-7640		Carrie Lewis, Member 512-963-6746		Richard Vavro, President 512-535-3285	
			Listed Total Base Bid:	\$1,466,524.98		\$1,285,000.00		\$1,695,964.70		\$1,563,652.60		\$1,600,858.00		\$1,382,862.50	
Bid Item	Approx. Quantity	Unit	Item Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
51	2	EA	8" DISMANTLING JOINT	\$1,207.00	\$2,414.00	\$1,500.00	\$3,000.00	\$1,885.00	\$3,770.00	\$1,500.00	\$3,000.00	\$750.00	\$1,500.00	\$1,200.00	\$2,400.00
52	1	EA	ULTRASONIC FLOWMETER, 8" DIAMETER	\$6,325.00	\$6,325.00	\$8,400.00	\$8,400.00	\$9,225.00	\$9,225.00	\$8,700.00	\$8,700.00	\$29,000.00	\$29,000.00	\$6,400.00	\$6,400.00
5	4	EA	PRESSURE GAUGE W/SAMPLE COCK, TAPPING SADDLE, PIPE, FITTINGS	\$1,581.00	\$6,324.00	\$1,800.00	\$7,200.00	\$1,275.00	\$5,100.00	\$2,100.00	\$8,400.00	\$2,000.00	\$8,000.00	\$1,300.00	\$5,200.00
54	1	LS	CONTRACTOR TO PREPARE, SUBMIT, PAY, AND ACQUIRE, WILLIAMSON COUNTY UTILITIES INSTALLATION PERMIT	\$4,600.00	\$4,600.00	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00	\$800.00	\$800.00
Tabulated Total Base Bid:				\$1,466,524.98		\$1,285,000.00		\$1,695,964.70		\$1,563,652.60		\$1,600,858.00		\$1,320,391.70	
Match Bid Form Total (Y/N)				Y		Y		Y		Y		Y		N	

STATE OF TEXAS

★

JASON W. BYBEL

97335

PROFESSIONAL ENGINEER

9/10/2019



City of Round Rock
Arterial H Water Line Extension

Page 3 of 3

KFA Project 0684
KJ Project 1845001 00



SIGN-IN SHEET

Date: 9/04/2019
Time: 10:30 AM
Subject: City of Round Rock Arterial H Water Line Extension Bid Opening
Location: CORR Office – 2800 Enterprise Drive, Round Rock, Texas 78664

[illegible]

BID OPENING - 10:30 AM, SEPTEMBER 4, 2019
CITY OF ROUND ROCK - ARTERIAL H WATER LINE EXTENSION

[illegible]

City of Round Rock Arterial H Water Line Extension Bid Date: 9/4/2019 Time: 10:30 AM			Contractor:	QA Construction Services, Inc.		Austin Underground, Inc.		ABBA Construction, LLC		MA Smith Contracting Co, Inc.		Whitestone Civil Construction, LLC		BRCT, LLC dba Black Rock Construction	
			Address:	5811 Blue Bluff Rd., Austin, TX 78724		PO Box 5650, Lago Vista, TX 78645		P.O. Box 451441, Laredo, TX 78045		15308 Ginger Street, Austin, Texas 78725		PO Box 1537, Cedar Park, TX 78630		1475 Heritage Pkwy #113, Mansfield, TX 76063	
			Contact:	Javier Barajas, Project Manager 512-913-5080		Richard Vavro, President 512-535-3285		Jacob Flores, President 512-387-5836, ext. 701		Travis Ragland, President 512-990-7640		Carrie Lewis, Member 512-963-6746		Harold Gamblin, Manager 512-738-6700	
			Listed Total Base Bid:	\$1,285,000.00		\$1,382,862.50		\$1,466,524.98		\$1,563,652.60		\$1,600,858.00		\$1,695,964.70	
Bid Item	Approx. Quantity	Unit	Item Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	51	STA	CLEARING AND GRUBBING	\$2,100.00	\$107,100.00	\$800.00	\$40,800.00	\$1,013.00	\$51,663.00	\$1,400.00	\$71,400.00	\$250.00	\$12,750.00	\$1,500.00	\$76,500.00
2	30	LF	REMOVE P.C. CONCRETE CURB	\$18.00	\$540.00	\$13.00	\$390.00	\$352.00	\$10,560.00	\$10.00	\$300.00	\$10.00	\$300.00	\$20.00	\$600.00
3	2340	SF	REMOVE P.C. CONCRETE SIDEWALK AND DRIVEWAYS	\$10.00	\$23,400.00	\$3.00	\$7,020.00	\$8.85	\$20,709.00	\$20.00	\$46,800.00	\$2.00	\$4,680.00	\$5.00	\$11,700.00
4	26	CY	FLEXIBLE BASE	\$30.00	\$780.00	\$130.00	\$3,380.00	\$641.00	\$16,666.00	\$100.00	\$2,600.00	\$100.00	\$2,600.00	\$75.00	\$1,950.00
5	480	SY	SURFACE MILLING	\$30.00	\$14,400.00	\$10.00	\$4,800.00	\$27.55	\$13,224.00	\$23.00	\$11,040.00	\$10.00	\$4,800.00	\$27.00	\$12,960.00
6	480	SY	HOT MIX ASPHALTIC PAVEMENT, 4 INCHES, TYPE C	\$50.00	\$24,000.00	\$35.00	\$16,800.00	\$101.00	\$48,480.00	\$41.00	\$19,680.00	\$54.00	\$25,920.00	\$60.00	\$28,800.00
7	57	CY	ROCK STRUCTURAL EXCAVATION	\$95.00	\$5,415.00	\$80.00	\$4,560.00	\$500.00	\$28,500.00	\$75.00	\$4,275.00	\$30.00	\$1,710.00	\$50.00	\$2,850.00
8	30	LF	P.C. CONCRETE CURB AND GUTTER	\$26.00	\$780.00	\$31.00	\$930.00	\$187.00	\$5,610.00	\$30.00	\$900.00	\$25.00	\$750.00	\$40.00	\$1,200.00
9	2340	SF	P.C. CONCRETE SIDEWALKS, 4-INCH THICKNESS	\$10.00	\$23,400.00	\$7.00	\$16,380.00	\$12.16	\$28,454.40	\$5.25	\$12,285.00	\$7.00	\$16,380.00	\$10.00	\$23,400.00
10	287	LF	JACKING OR BORING 30-INCH PIPE, 7/16" STEEL PIPE	\$550.00	\$157,850.00	\$670.00	\$192,290.00	\$388.68	\$111,551.16	\$585.00	\$167,895.00	\$700.00	\$200,900.00	\$700.00	\$200,900.00
11	207	LF	ENCASEMENT PIPE 30-INCH DIA., 7/16" STEEL PIPE, OPEN CUT	\$180.00	\$37,260.00	\$240.00	\$49,680.00	\$295.00	\$61,065.00	\$340.00	\$70,380.00	\$300.00	\$62,100.00	\$230.00	\$47,610.00
12	72	LF	ENCASEMENT PIPE 24-INCH DIA., 3/8" STEEL PIPE, OPEN CUT	\$175.00	\$12,600.00	\$160.00	\$11,520.00	\$263.00	\$18,936.00	\$265.00	\$19,080.00	\$200.00	\$14,400.00	\$190.00	\$13,680.00
13	63	LF	ENCASEMENT PIPE 18-INCH DIA., 1/4" STEEL PIPE, OPEN CUT	\$170.00	\$10,710.00	\$130.00	\$8,190.00	\$250.00	\$15,750.00	\$155.00	\$9,765.00	\$185.00	\$11,655.00	\$160.00	\$10,080.00
14	4991	LF	TRENCH SAFETY SYSTEMS (ALL DEPTHS)	\$1.00	\$4,991.00	\$2.50	\$12,477.50	\$3.80	\$18,965.80	\$1.00	\$4,991.00	\$2.00	\$9,982.00	\$4.00	\$19,964.00
15	4113	LF	16" C906 DR 11 HDPE, OPEN CUT	\$80.00	\$329,040.00	\$110.00	\$452,430.00	\$74.00	\$304,362.00	\$135.00	\$555,255.00	\$140.00	\$575,820.00	\$140.00	\$575,820.00
16	434	LF	16" C906 DR 11 HDPE, CARRIER IN CASING	\$85.00	\$36,890.00	\$80.00	\$34,720.00	\$100.00	\$43,400.00	\$70.00	\$30,380.00	\$120.00	\$52,080.00	\$120.00	\$52,080.00
17	55	LF	16" DIP, CLASS 250, OPEN CUT	\$95.00	\$5,225.00	\$140.00	\$7,700.00	\$129.64	\$7,130.20	\$145.00	\$7,975.00	\$140.00	\$7,700.00	\$98.00	\$5,390.00
18	60	LF	16" DIP, CLASS 250, CARRIER IN CASING	\$100.00	\$6,000.00	\$77.00	\$4,620.00	\$184.00	\$11,040.00	\$100.00	\$6,000.00	\$90.00	\$5,400.00	\$140.00	\$8,400.00
19	147	LF	12" DIP, CLASS 250, OPEN CUT	\$90.00	\$13,230.00	\$96.00	\$14,112.00	\$77.53	\$11,396.91	\$130.00	\$19,110.00	\$110.00	\$16,170.00	\$90.00	\$13,230.00
20	72	LF	12" DIP, CLASS 250, CARRIER IN CASING	\$95.00	\$6,840.00	\$60.00	\$4,320.00	\$120.11	\$8,647.92	\$55.00	\$3,960.00	\$80.00	\$5,760.00	\$120.00	\$8,640.00
21	304	LF	8" DIP, CLASS 350, OPEN CUT	\$80.00	\$24,320.00	\$85.00	\$25,840.00	\$45.29	\$13,768.16	\$120.00	\$36,480.00	\$100.00	\$30,400.00	\$115.00	\$34,960.00
22	63	LF	8" DIP, CLASS 350, CARRIER IN CASING	\$70.00	\$4,410.00	\$47.00	\$2,961.00	\$311.49	\$19,623.87	\$50.00	\$3,150.00	\$60.00	\$3,780.00	\$117.00	\$7,371.00
23	30	LF	6" DIP, CLASS 350, OPEN CUT	\$65.00	\$1,950.00	\$150.00	\$4,500.00	\$67.08	\$2,012.40	\$100.00	\$3,000.00	\$80.00	\$2,400.00	\$80.00	\$2,400.00
24	1	EA	WET CONNECTIONS, 16" DIA X 16" DIA	\$8,000.00	\$8,000.00	\$3,000.00	\$3,000.00	\$5,060.00	\$5,060.00	\$4,700.00	\$4,700.00	\$8,500.00	\$8,500.00	\$3,150.00	\$3,150.00
25	1	EA	WET CONNECTIONS, 12" DIA X 12" DIA	\$7,500.00	\$7,500.00	\$1,900.00	\$1,900.00	\$3,910.00	\$3,910.00	\$3,600.00	\$3,600.00	\$7,000.00	\$7,000.00	\$2,080.00	\$2,080.00

City of Round Rock Arterial H Water Line Extension Bid Date: 9/4/2019 Time: 10:30 AM			Contractor:	QA Construction Services, Inc.		Austin Underground, Inc.		ABBA Construction, LLC		MA Smith Contracting Co, Inc.		Whitestone Civil Construction, LLC		BRCT, LLC dba Black Rock Construction	
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			Contact:	Javier Barajas, Project Manager 512-913-5080		Richard Vavro, President 512-535-3285		Jacob Flores, President 512-387-5836, ext. 701		Travis Ragland, President 512-990-7640		Carrie Lewis, Member 512-963-6746		Harold Gamblin, Manager 512-738-6700	
			Listed Total Base Bid:	\$1,285,000.00		\$1,382,862.50		\$1,466,524.98		\$1,563,652.60		\$1,600,858.00		\$1,695,964.70	
Bid Item	Approx. Quantity	Unit	Item Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
26	2	EA	WET CONNECTIONS, 8" DIA X 8" DIA	\$6,500.00	\$13,000.00	\$1,800.00	\$3,600.00	\$2,200.00	\$4,400.00	\$3,400.00	\$6,800.00	\$5,500.00	\$11,000.00	\$1,910.00	\$3,820.00
27	2.7	TN	DI FITTINGS	\$5,200.00	\$14,040.00	\$5,000.00	\$13,500.00	\$22,750.00	\$61,425.00	\$12,000.00	\$32,400.00	\$16,000.00	\$43,200.00	\$20,700.00	\$55,890.00
28	700	LF	IRRIGATION SYSTEM REPAIR	\$17.00	\$11,900.00	\$17.00	\$11,900.00	\$22.10	\$15,470.00	\$20.00	\$14,000.00	\$15.00	\$10,500.00	\$17.00	\$11,900.00
29	10	EA	FIRE HYDRANT ASSEMBLY	\$4,600.00	\$46,000.00	\$5,400.00	\$54,000.00	\$7,600.00	\$76,000.00	\$4,000.00	\$40,000.00	\$7,000.00	\$70,000.00	\$6,060.00	\$60,600.00
30	6	EA	16" RS GATE VALVE	\$9,000.00	\$54,000.00	\$8,900.00	\$53,400.00	\$11,700.00	\$70,200.00	\$8,700.00	\$52,200.00	\$9,100.00	\$54,600.00	\$7,730.00	\$46,380.00
31	2	EA	12" RS GATE VALVE	\$3,800.00	\$7,600.00	\$3,500.00	\$7,000.00	\$4,600.00	\$9,200.00	\$2,800.00	\$5,600.00	\$3,500.00	\$7,000.00	\$3,035.00	\$6,070.00
32	5	EA	8" RS GATE VALVE	\$2,300.00	\$11,500.00	\$1,800.00	\$9,000.00	\$2,500.00	\$12,500.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$1,830.00	\$9,150.00
33	10	EA	6" RS GATE VALVE	\$1,700.00	\$17,000.00	\$1,500.00	\$15,000.00	\$4,950.00	\$49,500.00	\$1,700.00	\$17,000.00	\$1,350.00	\$13,500.00	\$1,405.00	\$14,050.00
34	1	EA	BLOW-OFF VALVE	\$1,700.00	\$1,700.00	\$2,700.00	\$2,700.00	\$6,500.00	\$6,500.00	\$2,100.00	\$2,100.00	\$3,500.00	\$3,500.00	\$2,585.00	\$2,585.00
35	1	EA	2" CARV	\$3,200.00	\$3,200.00	\$5,500.00	\$5,500.00	\$7,000.00	\$7,000.00	\$6,000.00	\$6,000.00	\$7,700.00	\$7,700.00	\$10,575.00	\$10,575.00
36	1	LS	CONTRACTOR TO PREPARE, SUBMIT, IMPLEMENT, AND UPDATE STORM WATER POLLUTION PREVENTION PLAN (SWPPP)	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$7,400.00	\$7,400.00	\$4,300.00	\$4,300.00	\$4,800.00	\$4,800.00	\$5,500.00	\$5,500.00
37	11156	SY	NATIVE SEEDING	\$1.00	\$11,156.00	\$0.70	\$7,809.20	\$5.00	\$55,780.00	\$1.85	\$20,638.60	\$2.00	\$22,312.00	\$4.95	\$55,222.20
38	4800	LF	PROTECTIVE FENCING TYPE A	\$5.00	\$24,000.00	\$3.00	\$14,400.00	\$2.93	\$14,064.00	\$2.75	\$13,200.00	\$3.00	\$14,400.00	\$3.00	\$14,400.00
39	2	EA	FILTER CURB INLET PROTECTION (NEW INLET)	\$59.00	\$118.00	\$96.00	\$192.00	\$69.00	\$138.00	\$90.00	\$180.00	\$90.00	\$180.00	\$150.00	\$300.00
40	280	LF	ROCK BERM	\$19.00	\$5,320.00	\$33.00	\$9,240.00	\$21.28	\$5,958.40	\$30.00	\$8,400.00	\$25.00	\$7,000.00	\$21.50	\$6,020.00
41	72	LF	MULCH SOCK	\$5.00	\$360.00	\$15.00	\$1,080.00	\$6.33	\$455.76	\$14.00	\$1,008.00	\$7.00	\$504.00	\$6.25	\$450.00
42	6	EA	STABILIZED CONSTRUCTION ENTRANCE	\$2,100.00	\$12,600.00	\$1,500.00	\$9,000.00	\$1,050.00	\$6,300.00	\$1,800.00	\$10,800.00	\$1,500.00	\$9,000.00	\$2,500.00	\$15,000.00
43	5650	LF	SILT FENCE FOR EROSION CONTROL	\$3.50	\$19,775.00	\$3.00	\$16,950.00	\$2.30	\$12,995.00	\$2.50	\$14,125.00	\$2.50	\$14,125.00	\$4.25	\$24,012.50
44	1	LS	MOBILIZATION, NOT TO EXCEED 5% OF TOTAL BID	\$62,000.00	\$62,000.00	\$68,000.00	\$68,000.00	\$63,700.00	\$63,700.00	\$75,000.00	\$75,000.00	\$45,000.00	\$45,000.00	\$80,000.00	\$80,000.00
45	1	LS	SAFETY FENCING	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$5,100.00	\$5,100.00	\$9,000.00	\$9,000.00	\$4,500.00	\$4,500.00	\$10,000.00	\$10,000.00
46	1	LS	BARRICADES, SIGNS, AND TRAFFIC HANDLING	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00	\$11,500.00	\$11,500.00	\$10,000.00	\$10,000.00	\$5,300.00	\$5,300.00	\$20,250.00	\$20,250.00
47	2	EA	12'X6' METER VAULT W/SUMP, LADDER, HATCH, PIPE SUPPORTS	\$17,500.00	\$35,000.00	\$23,000.00	\$46,000.00	\$24,700.00	\$49,400.00	\$21,900.00	\$43,800.00	\$38,000.00	\$76,000.00	\$11,925.00	\$23,850.00
48	2	EA	8" CHECK VALVE	\$4,200.00	\$8,400.00	\$4,200.00	\$8,400.00	\$2,875.00	\$5,750.00	\$5,800.00	\$11,600.00	\$6,800.00	\$13,600.00	\$5,415.00	\$10,830.00
49	1	EA	8" PLUG VALVE	\$2,800.00	\$2,800.00	\$2,300.00	\$2,300.00	\$4,140.00	\$4,140.00	\$3,600.00	\$3,600.00	\$4,200.00	\$4,200.00	\$3,375.00	\$3,375.00
50	1	EA	8" PRESSURE REDUCING VALVE	\$10,800.00	\$10,800.00	\$9,800.00	\$9,800.00	\$11,500.00	\$11,500.00	\$15,000.00	\$15,000.00	\$24,500.00	\$24,500.00	\$11,925.00	\$11,925.00

[illegible]

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.

QA CONSTRUCTION SERVICES, INC.
Austin, TX United States

Certificate Number:
2019-542767

Date Filed:
09/20/2019

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.

0000 Arterial H 16 W.L. Ext
Arterial H Waterline Extension

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 Aida Regalado, and my date of birth is 11/11/1974.

My address is 5811 Blue Bluff Road, Austin, TX, 78724, 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 20th day of September, 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.14

Title: Consider a resolution authorizing the City Manager to issue a purchase order to Xylem Dewatering Solutions, Inc. for the rental of pumps necessary for operations at the East Wastewater Treatment Plant.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$110,000.00

Indexes: Regional Wastewater Projects

Attachments: Resolution, Quote, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2019-0409

In April 2019, the Brushy Creek Regional Wastewater Treatment Plant main influent lift station suffered multiple pump failures rendering the plant unable to keep up with the demand of daily flow. To keep the plant operable, and in compliance with the Texas Commission on Environmental Quality, the City of Round Rock rented two submersible 6-inch intake pumps and one 10-inch intake diesel skid mounted pump. Initially, these pumps were rented for one month. Due to the additional time to construct the 375 horsepower main lift station's pumps and the unforeseen shipping delays, the wastewater treatment plant had to extend the rental for six months.

The City of Round Rock is requesting to pay Xylem Water Solutions, Inc. \$110,000. This amount is divided up between the partner Cities of Austin, Cedar Park, Leander and Round Rock based on the annual operational costs percentages as determined each year by each Cities demand. The City's portion of operational costs for fiscal year 2020 is 60.30% of the cost, which is \$66,330.

Cost: \$110,000

Source of Funds: Regional Wastewater Projects

RESOLUTION NO. R-2019-0409

WHEREAS, the City of Round Rock (“City”) desires to rent pumps necessary for operations at the East Wastewater Treatment Plant; and

WHEREAS, said pumps are necessary for critical daily operations of the East Wastewater Treatment Plant; and

WHEREAS, the City has an obligation to protect the health, safety, and welfare of its citizenry by procuring equipment necessary to effectively operate the East Wastewater Treatment Plant; and

WHEREAS, the City is under no statutory obligation to advertise for bids for the rental of equipment needed for critical daily operations of the East Wastewater Treatment Plant, as such rental falls under the general exemption to competitive bidding requirements cited in the Texas Local Government Code Section 252.022(a)(2) regarding procurements necessary to preserve or protect the public health or safety of the City’s residents; and

WHEREAS, in addition, the City is under no statutory obligation to advertise for bids for the rental of equipment necessary because of unforeseen damage to public machinery, equipment, or other property, as such falls under the general exemption to competitive bidding requirements cited in the Texas Local Government Code Section 252.022(a)(3); and

WHEREAS, this procurement is made in accordance with Sections 252.022(a)(2) and (3) of the Texas Local Government as both a Public Health and Safety exemption and Unforeseen Damage to Public Machinery exemption; and

WHEREAS, Xylem Dewatering Solutions, Inc. has submitted its proposal to provide pumps at reasonable pricing; and

WHEREAS, the City Council wishes to issue a purchase order to Xylem Dewatering Solutions, Inc. for the rental of pumps for operations at the East Wastewater Treatment Plant, Now
Therefore

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

That the City Council finds that the rental of pumps for the East Wastewater Treatment Plant is necessary to preserve or protect the public health or safety of the residents of the City and is the result of unforeseen damage to public machinery, equipment, or other property, and such purchase falls under the general exemptions to competitive bidding requirements in Section 252.022(a)(2) and (3).

That the City Manager is hereby authorized and directed to issue a purchase order to Xylem Dewatering Solutions, Inc. for the rental of pumps necessary for operations at the East Wastewater Treatment Plant.

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 10th day of October, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

Xylem Dewatering Solutions, Inc.

East Waste Water Treatment Plant-Rental

04/23/19 thru 09/30/19

	Months	Total Cost
2 sewage Pumps Rental + set up fees	Apr-May	\$ 7,403.20
1 diesel pump + set up fees	April-May	\$ 30,385.52
3 Pump Rental (incl Diesel + service fee)	June	\$ 18,338.02
		<u>\$ 56,126.74</u>
1 Diesel Pump Rental	July	\$ 11,440.35
1 sewage Pump Rental	July	\$ 3,438.00
2 Pumps tear down fee	July	\$ 2,358.00
2 sewage pumps pick up fee	July	\$ 1,000.00
		<u>\$ 18,236.35</u>

Due to the large pump shipment being delayed we had to hang on to the rental.

2 addt'l month (Diesel)	Aug. - Sept.	\$ 22,880.70
plus 2 addt'l weeks	Aug. - Sept.	\$ 7,626.90
Pick up fee for 2 pumps	Sept.	\$ 1,100.00
		<u>\$ 31,607.60</u>

In case any unforeseen circumstances \$ 4,029.31

PO Total

\$ 110,000.00



Account Statement



Karra, VenkatNag
Credit Department
Phone/Fax:
Email: VenkatNag.Karra@xylem.com

Statement for:
City of Round Rock
3939 E PALM VALLEY BLVD
ROUND ROCK, TX 78665-9443

Statement Date : 09/03/2019

Document No.	Document Date	Purchase Order No.	No. of Days Past Due	Net Due Date	Amount in Transaction Currency	Transaction Currency	Amount in Functional Currency (USD)	Dispute Amount	Payment Terms	Sales Order S.O
400914001	400914001	FSC Install/Teardown/Pmp Watch	59	07/06/2019	2,803.88	USD	2,803.88	0.00		
400914120	400914120	Palm Valley WWTP- Setup	58	07/07/2019	2,985.54	USD	2,985.54	0.00	NET 60	215014405
400915443	400915443	#	53	07/12/2019	3,966.20	USD	3,966.20	0.00	NET 60	215014373
400917704	400917704	#	45	07/20/2019	12,056.95	USD	12,056.95	0.00	NET 60	215014400
400918537	400918537	Palm Valley WWTP	43	07/22/2019	12,840.35	USD	12,840.35	0.00	NET 60	215014405
400923108	400923108	#	25	08/08/2019	3,438.00	USD	3,438.00	0.00	NET 60	215014373
400923715	400923715	#	23	08/11/2019	6,897.67	USD	6,897.67	0.00	NET 60	215014400
400925152	400925152	Palm Valley WWTP	16	08/19/2019	11,440.35	USD	11,440.35	0.00	NET 60	215014405
400930654	400930654	#	-3	09/08/2019	3,438.00	USD	3,438.00	0.00	NET 60	215014373
400932303	400932303	#	-10	09/13/2019	292.50	USD	292.50	0.00	NET 60	215014373
400933865	400933865	Palm Valley WWTP	-13	09/18/2019	11,440.35	USD	11,440.35	0.00	NET 60	215014405
400941306	400941306	Palm Valley WWTP	-41	10/14/2019	11,440.35	USD	11,440.35	0.00	NET 60	215014405
Total for currency "USD"					82,737.94	Total Outstanding:	82,737.94			

* Indicates that several Purchase Orders were billed under the Invoice document number shown.



STATEMENT

84 Floodgate Road
Bridgeport, NJ 08014
Tel: (858) 467-3838
Fax: (858) 467-7025
www.godwinpumps.com

Customer Number: 00123154

Date 08/24/2019

City of Round Rock
3939 East Palm Valley Blvd.

Round Rock TX 78665-9443

Date	Document Number	PO	Reference	Type	Charges	Credits	Balance
05/07/19	400914001	FSC Install/Teardown/Pmp Watch	215014398	Invoice	2,803.68		2,803.68
05/08/19	400914120	Palm Valley WWTP-Setup	215014406	Invoice	2,985.54		5,789.22
05/13/19	400915443	#	215014373	Invoice	3,965.20		9,754.42
05/21/19	400917704	#	215014400	Invoice	12,055.95		21,810.37
05/23/19	400918637	Palm Valley WWTP	215014405	Invoice	12,540.35		34,350.72
06/10/19	400923108	#	215014373	Invoice	3,438.00		37,788.72
06/12/19	400923715	#	215014400	Invoice	6,897.67		44,686.39
06/20/19	400926152	Palm Valley WWTP	215014405	Invoice	11,440.35		56,126.74

Service Charge 1.5% Added Per Month For Amounts Past 30 Days

Current	Over 30 Days	Over 60 Days	Over 90 Days	Over 120 Days	Balance Due
21,778.02	34,350.72	0	0	0	56,126.74

Think Orange. Think Godwin. Great Pumps. Great People.



Sold by:

Invoice

Branch 015
4965 Eisenhower Road
Suite 102
Windcrest, TX 78218
Tel: 210-648-9101
Fax: 210-648-9102

Remit to: Xylem Dewatering Solutions, Inc.
28611 Network Place
Chicago, IL 60673-1286
Phone: 856-467-3636

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Round Rock, TX 78665-9443

Cust. No.	Invoice Date	Invoice No.
00123154	05-07-2019	400914001

Page 1 of 1

Customer PO		Ordered By	Contract Date	Service Contract #	Sales Representative	Order Taken By	Payment Terms
FSC Install/Teardown/Pmp Watch			05-01-2019	215014398	Brandon Ramsey	Randy Schnee	Net 60
QTY	ITEM	DESCRIPTION				UNIT AMOUNT	EXTENDED AMOUNT
200	MILEAGE	Mileage-Setup				2.00	400.00
8	TRAVEL	Travel Charge				95.00	760.00
5	LABOR	Labor 1 setup				95.00	475.00
5	LABOR	Labor #2 Setup				95.00	475.00
2	LABOROT	Labor OT 1 setup				95.00	190.00
2	LABOROT	Labor OT #2 Setup				95.00	190.00
1	SERVICETRUCK	Godwin Service Truck				100.00	100.00
<div>Comments</div> <div>provide man power to install and set up of rental equipment</div>							
ALL PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE			Rental	Labor	Shipping	Misc. Charges	Taxes
			\$ 0.00	\$ 2,090.00	\$ 0.00	\$ 500.00	\$ 213.68
Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.						Total Invoice	\$ 2,803.68



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 Branch 015
 4965 Eisenhower Road
 Suite 102
 Windcrest, TX 78218
 Tel: 210-648-9101
 Fax: 210-648-9102

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 Round Rock, TX 78665-9443

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 City of Round Rock
 3939 East Palm Valley Blvd.
 Round Rock, TX 78665-9443

Cust. No.	Invoice Date	Invoice No.
00123154	05-08-2019	400914120

Page 1 of 1

Customer PO		Ordered By	Contract Date	Service Contract #	Sales Representative	Order Taken By	Payment Terms
Palm Valley WWTP-Setup		Mr John Heaps	05-03-2019	215014406	Brandon Ramsey	Brandon Ramsey	Net 60
QTY	ITEM	DESCRIPTION				UNIT AMOUNT	EXTENDED AMOUNT
1	FSTR180001R	Mcelroy T500II Fusion Machine 6-20" S/N: C18729				400.00	400.00
204	MILEAGE	Mileage-setup				2.00	408.00
2.50	FUSIONTECHOT	Fusion Technician OT				142.50	356.25
2.50	LABOROT	Labor Tech OT				127.50	318.75
7	FUSIONTECH	Fusion Technician setup				95.00	665.00
6	LABOR	Labor Tech				85.00	510.00
1	SERVICETRUCK	Godwin Service Truck				100.00	100.00
<div>Comments</div> <div>provide man power and fusion equipment to set up CD400 diesel pump, fuse 18" HDPE pipe and fittings. Install suction tube set fuel tank and make ready for bypass</div>							

ALL PAST DUE INVOICES ARE SUBJECT TO
 1 1/2% PER MONTH SERVICE CHARGE

Rental	Labor	Shipping	Misc. Charges	Taxes
\$ 400.00	\$ 1,850.00	\$ 0.00	\$ 508.00	\$ 227.54

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.

Total Invoice \$ 2,985.54



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 Branch 015
 4985 Eisenhower Road
 Suite 102
 Windcrest, TX 78218
 Tel: 210-648-9101
 Fax: 210-648-9102

Remit to: Xylem Dewatering Solutions, Inc.
 28611 Network Place
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 Phone: 856-467-3636

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Cust. No.	Invoice Date	Invoice No.
00123154	05-18-2019	400915443

Page 1 of 1

Customer PO #	Ordered By	Contract Date	Rental Contract #	Sales Representative	Order Taken By	Payment Terms
		04-23-2019	215014373	Brandon Ramsey	Brandon Ramsey	Net 60
QTY	ITEM	DESCRIPTION	PER	D/W/M	RATE	AMOUNT
		Rental 04/23/2019 Thru 05/20/2019				
1	FLY3102-022	NS463MT 3P 5.0HP 460V 4" Sewage ANI FM	1	M	1,035.00	1,035.00
1	G25-39	GHP26KW-R Generator 4024TF270 RGT 62G	1	M	1,494.00	1,494.00
3	HSWS040020QDSR	4" x 20' Black Water Suction Hose W/QD	1	M	189.00	567.00
1	HSDS040050QDDR	4" x 50' HD Layflat Hose W/QD	1	M	189.00	189.00
1	HSWS040020QDSR	4" x 20' Black Water Suction Hose W/QD • spare	1	M	0.00	0.00
1	OTHERADAPTERR	CMO-4061	1	M	153.00	153.00
1	DZONE04PICKUP	Delivery Zone 4 - Pickup Truck			225.00	225.00

ALL PAST DUE INVOICES ARE SUBJECT TO
 1 1/2% PER MONTH SERVICE CHARGE

Rental	Labor	Shipping	Misc. Charges	Taxes
\$ 3,438.00	\$ 0.00	\$ 225.00	\$ 0.00	\$ 302.20

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.

Total Invoice

\$ 3,965.20



Sold by:

Invoice

Branch 015
4965 Eisenhower Road
Suite 102
Windercrest, TX 78218
Tel: 210-648-9101
Fax: 210-648-9102

Gbs.arcollections.na@xylemine.com

Remit to:
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Chicago, IL 60673-1286
Phone: 856-467-3636

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Cust. No.	Invoice Date	Invoice No.
00123154	05-21-2019	400917704

Page 1 of 2

Customer PO	Ordered By	Contract Date	Rental Contract #	Sales Representative	Order Taken By	Payment Terms
#	Mr John Heaps	05-01-2019	215014400	Brandon Ramsey	Brandon Ramsey	Net 60
QTY	ITEM	DESCRIPTION	PER	D/W/M	RATE	AMOUNT
Rental 05/01/2019 Thru 05/28/2019						
1	FLY3171-007	NS436MT 3P 25.0HP 460V 6" FM Sewage • 8MQD 50' Cable	1	M	2,052.00	2,052.00
1	FLY3171-029	NS434MT 3P 34.0HP 460V 6" Sewage FM 100'	1	M	2,052.00	2,052.00
1	CAD-049	Auto Control 3P Max:65Amps P29 230V Dfrm	1	M	189.00	189.00
1	CAZ0155	Auto Control 3P Max:16 Amp P29	1	M	189.00	189.00
12	HSWS080020QDDR	8" x 20' Black Water Suction Hose W/QD	1	M	397.80	4,773.60
3	HSWS080010QDDR	8" x 10' Black Water Suction Hose W/QD	1	M	252.45	757.35
2	VLCK080F1C00R	8" Check Valve W/150#FL	1	M	180.00	360.00
1	HSWS030020CGSR	3" x 20' Black Water Suction Hose W/CG	1	M	144.00	144.00
2	BN08090QDGO00R	8" 90 Degree QD Bend	1	M	81.00	162.00
2	TE080QFQMPFG00R	8" Godwin QD Pipe W/FNPT Drain • w/ball valve & 3"CG	1	M	81.00	162.00

ALL PAST DUE INVOICES ARE SUBJECT TO
1 1/2% PER MONTH SERVICE CHARGE

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.



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Windcrest, TX 78218
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Fax: 210-648-9102

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28611 Network Place
Chicago, IL 60673-1286
Phone: 856-467-3636

Cust. No.	Invoice Date	Invoice No.
00123154	05-21-2019	400917704

Page 2 of 2

Customer PO	Ordered By	Contract Date	Rental Contract #	Sales Representative	Order Taken By	Payment Terms
#	Mr John Heaps	05-01-2019	215014400	Brandon Ramsey	Brandon Ramsey	Net 60
QTY	ITEM	DESCRIPTION	PER	D/W/M	RATE	AMOUNT
1	BN08045QDG000R	8" 45 Degree QD Bend	1	M	81.00	81.00
12	PPPE080020QD26R	8" x 20' HDPE Pipe SDR26 W/QD	1	M	57.00	684.00
3	HSWS080010QDDR	8" x 10' Black Water Suction Hose W/QD • spare	1	M	0.00	0.00
1	DZONE04ROLLBACK	Delivery Zone 4 - Rollback			450.00	450.00

ALL PAST DUE INVOICES ARE SUBJECT TO
1 1/2% PER MONTH SERVICE CHARGE

Rental	Labor	Shipping	Misc. Charges	Taxes
\$ 11,605.95	\$ 0.00	\$ 450.00	\$ 0.00	\$ 0.00

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.

Total Invoice

\$ 12,055.95



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 Branch 015
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Cust. No.	Invoice Date	Invoice No.
00123154	05-23-2019	400918637

Page 1 of 2

Customer PO	Ordered By	Contract Date	Rental Contract #	Sales Representative	Order Taken By	Payment Terms
Palm Valley WWTP	Mr John Heaps	05-03-2019	215014405	Brandon Ramsey	Brandon Ramsey	Net 60
QTY	ITEM	DESCRIPTION	PER	D/W/M	RATE	AMOUNT
		Rental 05/03/2019 Thru 05/30/2019				
1	B-2992	CD400M 18" 3306TA SB 10G • 18FL x 18FL Stand by	1	M	7,444.80	7,444.80
1	FTC50-389	528 Gal UL Transcube w/Dbl wall & Skid	1	M	436.05	436.05
1	CAPGMA000R	PrimeGuard Float Set	1	M	640.80	640.80
2	AD180180F117E0R	18" HDPE SDR17 150#FL Adapter	1	M	189.00	378.00
4	BN1809017E000R	18" 90 Degree HDPE SDR17 B/W Bend	1	M	122.40	489.60
3	BN1804517E000R	18" 45 Degree HDPE SDR17 B/W Bend	1	M	122.40	367.20
2	AD180180F117E0R	18" HDPE SDR17 150#FL Adapter	1	M	122.40	244.80
450'	PPPE180001BW26R	18" HDPE Pipe SDR26 (Per Foot)	1	M	3.00	1,350.00
30'	PPPE180001BW26R	18" HDPE Pipe SDR26 (Per Foot)	1	M	2.97	89.10
4	MSBU180F1000R	18" HDPE 150#FL Back Up Ring	1	M	0.00	0.00
1	DZONE04ROLLWPTR	Delivery Zone 4 - Rollback w/ Pipe Tri.			600.00	600.00

ALL PAST DUE INVOICES ARE SUBJECT TO
 1 1/2% PER MONTH SERVICE CHARGE

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.



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Invoice

Branch 015
4965 Eisenhower Road
Suite 102
Windcrest, TX 78218
Tel: 210-648-9101
Fax: 210-648-9102

Remit to: Xylem Dewatering Solutions, Inc.
28611 Network Place
Chicago, IL 60673-1286
Phone: 856-467-3636

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Cust. No.	Invoice Date	Invoice No.
00123154	05-23-2019	400918637

Page 2 of 2

Customer PO	Ordered By	Contract Date	Rental Contract #	Sales Representative	Order Taken By	Payment Terms
Palm Valley WWTP	Mr John Heaps	05-03-2019	215014405	Brandon Ramsey	Brandon Ramsey	Net 60
QTY	ITEM	DESCRIPTION	PER	D/W/M	RATE	AMOUNT
1	DZONEROLLBACK	Delivery Zone - Rollback			500.00	500.00

ALL PAST DUE INVOICES ARE SUBJECT TO
1 1/2% PER MONTH SERVICE CHARGE

Rental	Labor	Shipping	Misc. Charges	Taxes
\$ 11,440.35	\$ 0.00	\$ 1,100.00	\$ 0.00	\$ 0.00

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.

Total Invoice

\$ 12,540.35



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4965 Eisenhower Road
Suite 102
Windcrest, TX 78218
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Fax: 210-648-9102

Remit to: Xylem Dewatering Solutions, Inc.
28611 Network Place
Chicago, IL 60673-1286
Phone: 856-467-3636

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Cust. No.	Invoice Date	Invoice No.
00123154	06-10-2019	400923108

Page 1 of 1

Customer PO		Ordered By	Contract Date	Rental Contract #	Sales Representative	Order Taken By	Payment Terms	
#			04-23-2019	215014373	Brandon Ramsey	Brandon Ramsey	Net 60	
QTY	ITEM	DESCRIPTION			PER	D/W/M	RATE	AMOUNT
		Rental 05/21/2019 Thru 06/17/2019						
1	FLY3102-022	NS463MT 3P 5.0HP 460V 4" Sewage ANI FM			1	M	1,035.00	1,035.00
1	G25-39	GHP26KW-R Generator 4024TF270 RGT 62G			1	M	1,494.00	1,494.00
3	HSWS040020QDSR	4" x 20' Black Water Suction Hose W/QD			1	M	189.00	567.00
1	HSDS040050QDDR	4" x 50' HD Layflat Hose W/QD			1	M	189.00	189.00
1	HSWS040020QDSR	4" x 20' Black Water Suction Hose W/QD • spare			1	M	0.00	0.00
1	OTHERADAPTERR	CMO-4061			1	M	153.00	153.00

ALL PAST DUE INVOICES ARE SUBJECT TO
1 1/2% PER MONTH SERVICE CHARGE

Rental	Labor	Shipping	Misc. Charges	Taxes
\$ 3,438.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.

Total Invoice

\$ 3,438.00



Sold by:

Invoice

Branch 015
4965 Eisenhower Road
Suite 102
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Tel: 210-648-9101
Fax: 210-648-9102

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Cust. No.	Invoice Date	Invoice No.
00123154	08-12-2019	400923715

Page 1 of 2

Customer PO	Ordered By	Contract Date	Rental Contract #	Sales Representative	Order Taken By	Payment Terms
#	Mr John Heaps	05-01-2019	215014400	Brandon Ramsey	Brandon Ramsey	Net 60
QTY	ITEM	DESCRIPTION	PER	D/W/M	RATE	AMOUNT
		Rental 05/29/2019 Thru 06/06/2019 *Return*				
1	FLY3171-007	NS436MT 3P 25.0HP 460V 6" FM Sewage • 8MQD 50' Cable	2 1	D W	228.00 684.00	1,140.00
1	FLY3171-029	NS434MT 3P 34.0HP 460V 6" Sewage FM 100'	2 1	D W	228.00 684.00	1,140.00
1	CAD-049	Auto Control 3P Max:65Amps P29 230V DFm	2 1	D W	21.00 63.00	105.00
1	CAZ0155	Auto Control 3P Max:16 Amp P29	2 1	D W	21.00 63.00	105.00
12	HSWS080020QDDR	8" x 20' Black Water Suction Hose W/QD	2 1	D W	44.20 132.60	2,652.00
3	HSWS080010QDDR	8" x 10' Black Water Suction Hose W/QD	2 1	D W	28.05 84.15	420.75
2	VLCK080F1C00R	8" Check Valve W/150#FL	2 1	D W	20.00 60.00	200.00

ALL PAST DUE INVOICES ARE SUBJECT TO
1 1/2% PER MONTH SERVICE CHARGE

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.



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 Fax: 210-648-9102

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Cust. No.	Invoice Date	Invoice No.
00123154	06-12-2019	400923715

Page 2 of 2

Customer PO	Ordered By	Contract Date	Rental Contract #	Sales Representative	Order Taken By	Payment Terms
#	Mr John Heaps	05-01-2019	215014400	Brandon Ramsey	Brandon Ramsey	Net 60
QTY	ITEM	DESCRIPTION	PER	D/W/M	RATE	AMOUNT
1	HSWS030020CGSR	3" x 20' Black Water Suction Hose W/CG	2 1	D W	16.00 48.00	80.00
2	BN08090QDG000R	8" 90 Degree QD Bend	2 1	D W	9.00 27.00	90.00
2	TE080QFQMPFG00R	8" Godwin QD Pipe W/FNPT Drain • w/ball valve & 3"CG	2 1	D W	9.00 27.00	90.00
1	BN08045QDG000R	8" 45 Degree QD Bend	2 1	D W	9.00 27.00	45.00
12	PPPE080020QD26R	8" x 20' HDPE Pipe SDR26 W/QD	2 1	D W	6.33 19.00	379.92
3	HSWS080010QDDR	8" x 10' Black Water Suction Hose W/QD • spare	2 1	D W	0.00 0.00	0.00
1	PZONE04ROLLBACK	Pickup Zone 4 - Rollback			450.00	450.00

ALL PAST DUE INVOICES ARE SUBJECT TO
 1 1/2% PER MONTH SERVICE CHARGE

Rental	Labor	Shipping	Misc. Charges	Taxes
\$ 6,447.67	\$ 0.00	\$ 450.00	\$ 0.00	\$ 0.00

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.

Total Invoice

\$ 6,897.67



Sold by:

Invoice

Branch 015
4965 Eisenhower Road
Suite 102
Windcrest, TX 78218
Tel: 210-648-9101
Fax: 210-648-9102

Remit to: Xylem Dewatering Solutions, Inc.
28611 Network Place
Chicago, IL 60673-1286
Phone: 856-467-3636

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Cust. No.	Invoice Date	Invoice No.
00123154	06-20-2019	400926152

Page 1 of 1

Customer PO	Ordered By	Contract Date	Rental Contract #	Sales Representative	Order Taken By	Payment Terms
Palm Valley WWTP	Mr John Heaps	05-03-2019	215014405	Brandon Ramsey	Brandon Ramsey	Net 60
QTY	ITEM	DESCRIPTION	PER	D/W/M	RATE	AMOUNT
Rental 05/31/2019 Thru 06/27/2019						
1	B-2992	CD400M 18" 3306TA SB 10G • 18FL x 18FL Stand by	1	M	7,444.80	7,444.80
1	FTC50-389	528 Gal UL Transcube w/DbI wall & Skid	1	M	436.05	436.05
1	CAPGMA000R	PrimeGuard Float Set	1	M	640.80	640.80
2	AD180180F117E0R	18" HDPE SDR17 150#FL Adapter	1	M	189.00	378.00
4	BN1809017E000R	18" 90 Degree HDPE SDR17 B/W Bend	1	M	122.40	489.60
3	BN1804517E000R	18" 45 Degree HDPE SDR17 B/W Bend	1	M	122.40	367.20
2	AD180180F117E0R	18" HDPE SDR17 150#FL Adapter	1	M	122.40	244.80
450'	PPPE180001BW26R	18" HDPE Pipe SDR26 (Per Foot)	1	M	3.00	1,350.00
30'	PPPE180001BW26R	18" HDPE Pipe SDR26 (Per Foot)	1	M	2.97	89.10
4	MSBU180F1000R	18" HDPE 150#FL Back Up Ring	1	M	0.00	0.00

ALL PAST DUE INVOICES ARE SUBJECT TO
1 1/2% PER MONTH SERVICE CHARGE

Rental	Labor	Shipping	Misc. Charges	Taxes
\$ 11,440.35	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.

Total Invoice

\$ 11,440.35

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.

Xylem Dewatering Solutions
Windcrest, TX United States

Certificate Number:
2019-535739

Date Filed:
09/03/2019

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.

000000 Palm Valley WWTP
pumps, hoses and accessories

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Pam Backler, and my date of birth is 07/25/1962.

My address is 7110 Tierra Bonita, S.A., TX, 78243, Bexar
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 3rd day of September, 2019.
(month) (year)

Pam Backler

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.15

Title: Consider a resolution authorizing the Mayor to enter into an Industrial Waste and Disposal Services Agreement and Supplemental Terms to the Agreement with Waste Management of Texas, Inc. for landfill disposal services.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/10/2019

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$2,550,000.00

Indexes: Regional Wastewater Projects

Attachments: Resolution, Exhibit A, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2019-0410

The City of Round Rock operates the Brushy Creek Regional Wastewater Treatment Plant (BCRWWTP) for the partner Cities of Austin, Cedar Park, Leander, and Round Rock. The BCRWWTP hauls sludge from daily operations to relieve the plant of the daily intake solids. Currently, the BCRWWTP has partnered with Sheridan Environmental and Walker Aero for hauling and disposal of the sludge; however, their facilities from time to time are not able to keep up with the volume of solids generated by the BCRWWTP. When this happens, the City must dispose of the sludge at the Williamson County Landfill which increases operational costs. The City is requesting to enter into a contract with the Williamson County Landfill to protect the City from sludge disposal complications in the future.

The Utilities and Environmental Services Department recommends a three-year contract not to exceed \$850,000 per year or \$2,550,000 for the term of the contract. The City of Round Rock's portion will not exceed 60.30% of the 2020 fiscal year annual cost, which is \$512,550.

Cost: \$2,550,000

Source of Funds: *Regional Wastewater Projects*

RESOLUTION NO. R-2019-0410

WHEREAS, the City of Round Rock (“City”) desires to purchase landfill disposal services;
and

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

WHEREAS, Waste Management of Texas, Inc. is the sole source provider of landfill disposal services; and

WHEREAS, the City Council desires to purchase landfill disposal services from Waste Management of Texas, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Industrial Waste & Disposal Services Agreement and Supplemental Terms to the Agreement with Waste Management of Texas, Inc., a copy of said Agreements 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 10th day of October, 2019.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

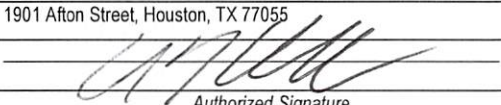
ATTEST:

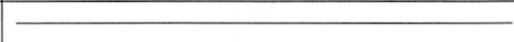
SARA L. WHITE, City Clerk



INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT

EXHIBIT
"A"

COMPANY:	Waste Management of Texas, Inc	
	A WASTE MANAGEMENT COMPANY	
Address:	1901 Afton Street, Houston, TX 77055	
Signed:	 Authorized Signature	
Name/Title:	Chris Hickman Area Director M&I Sales	
Effective Date:		Date

CUSTOMER:	City of Round Rock	
Address:	321 E Main St Round Rock, TX 78664	
Signed:	 Authorized Signature	
Name/Title:		
Initial Term:	36 Months	Date

AGREEMENT

This INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the Waste Management entity named above ("the Company").

TERMS AND CONDITIONS

1. SERVICES PROVIDED. The Company and/or its affiliates will provide Customer with collection, management, transportation, disposal, treatment and recycling services ("Services") for Customer's non-hazardous Solid Waste, Special Waste, Hazardous Waste, and/or Recyclables, as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets (collectively "Industrial Waste"). "Solid Waste" means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. "Special Waste" includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with any applicable federal, state, provincial or local laws or regulations. "Hazardous Waste" means any hazardous, toxic, or radioactive substances, as such terms are defined by any applicable federal, state, provincial or local laws or regulations. "Nonconforming Waste" means waste that (a) is not in conformance with waste descriptions given by Customer under this Agreement, in an Exhibit A, Confirmation Letter(s) or the Profile Sheet incorporated herein; (b) is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (c) is non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (d) is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on Exhibit A, the Profile Sheet or Confirmation Letter; or (e) contains information protected by federal, state or local privacy or data security laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

2. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all Industrial Waste collected by or delivered to the Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. When the Company handles Special or Hazardous Waste for Customer, Customer will provide the Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all Special or Hazardous Waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by the Company, Customer shall, at the time of tender, provide to the Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the Industrial Waste under all applicable federal, state or local laws or regulations. Tender or delivery shall be considered nonconforming if not in accordance with this Section. Customer further represents and warrants that it will comply with all applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste. Customer shall provide the Company and its Subcontractors a safe work environment for Services performed on any premises owned or controlled by Customer.

3. TERM OF AGREEMENT; RIGHT TO PROVIDE COMPETING OFFERS. The Initial Term of this Agreement shall be as set forth above and if no such term is set forth above, it shall be 36 months, commencing on the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term", with "Initial Term", collectively, the "Term") unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Services provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Services are completed. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer.

4. INSPECTION; REJECTION OF WASTE. Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming

Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense. Customer shall indemnify, hold harmless (in accordance with Section 9) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis. Company also may reject any Industrial Waste that could adversely impact the receiving facility, or Company may terminate the Agreement or the applicable Exhibit A related to such Industrial Waste.

5. SPECIAL HANDLING; TITLE. If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional charges associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.

6. COMPANY WARRANTIES. Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal and recycling facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

7. LIMITED LICENSE TO ENTER. When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Industrial Waste, deny Customer or its subcontractors entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

8. CHARGES AND PAYMENTS. Customer shall pay the rates ("Charges") set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Term. The rates may be adjusted by Company to account for: any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on Exhibit A; any increase in or to recoup all or any portion of, disposal, transportation, processing, fuel or environmental compliance fees or costs, or recovery of the Company's and affiliates' costs associated with host community fees, waste disposal taxes and similar charges paid to municipal or other governmental authorities or agencies to engage in recycling and waste collection, transfer, processing, disposal and treatment; any change in the composition, amount or weight of the Industrial Waste collected by Company from Customer's service location(s) from what is specified on Exhibit A (including for container overages or overflows) of the Industrial Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state or federal laws or regulations, including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters. Company also reserves the right to charge Customer additional charges for Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, dig out, minimum load charges, profile approval charges, all at such rates that Company is charging its customers at such time. The Company may also increase the charges by an amount equal to the average percentage increase for the previous twelve-month period in the Consumer Price Index for Water & Sewer & Trash Collection Services, as published by the U.S. Department of Labor, with the

amount of the increase based on the most current information available from the U.S. Department of Labor 30 days prior to the date of the increase, unless the parties have otherwise agreed to a different CPI as stated in an Exhibit A. Increases in Charges for reasons other than as provided above require the consent of Customer which may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes. Increases to Charges as specified in this Section 4 may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this section are not represented to be solely an offset or pass through of Company's costs. All rate adjustments as provided above and in Section 5 shall take effect upon notification from Company to Customer. Customer shall pay the rates in full within thirty (30) days of the invoice date.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 14.

9. INDEMNIFICATION. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys' fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Industrial Waste by Company, or (2) as a result of the disposal of Customer's Industrial Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of the Company provided that the Company's indemnification obligations will not apply to occurrences involving Nonconforming Waste.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys' fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement except for third party claims related to violations of law.

10. UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

11. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:

(a) (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, and tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"), provided that glass may be included in Single Stream with specific written approval of Company. Single Stream may not contain any Unacceptable Materials. (ii) Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. (iv) Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

(b) Recyclable Materials may not contain Nonconforming Waste or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment.

(c) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications, and Customer shall pay and reimburse Company for all costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, Company may assess and Customer shall pay a contamination charge for additional handling, processing, transporting

and/or disposing of Unacceptable Materials, Nonconforming Waste, and/or all or part of non-conforming loads. In the event costs of processing recyclables exceeds the commodity value, a recyclable material offset will be charged per ton.

12. ASSIGNMENT & SUBCONTRACTING. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Customer acknowledges and agrees that the Company may utilize unaffiliated subcontractors that are not affiliates of Company to provide the Services to Customer.

13. ENTIRE AGREEMENT. This Agreement and its exhibits and attachments represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement or lease agreement for compactors or specialty equipment between the parties shall govern over any inconsistent terms herein.

14. TERMINATION; LIQUIDATED DAMAGES. Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis, or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) most recent monthly Charges (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon charge and is not imposed as a penalty. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at law. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

15. EQUIPMENT. All equipment furnished by Company shall remain its property; however Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer will not overload, move or alter the equipment, or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

16. CONFIDENTIALITY. Except as required by law, the parties agree that the rates set forth on Exhibit A, a Confirmation Letter, including any adjustments thereto, and any other pricing information shall be considered confidential and shall not be disclosed to third parties without the other party's written approval.

17. MISCELLANEOUS. (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' and expert fees, in enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys' and expert fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement.

**Supplemental Terms to the Industrial Waste & Disposal Services
Agreement between Waste Management of Texas, Inc. ("Company") and
the City of Round Rock, Texas ("Customer) dated _____, 2019**

Company and Customer hereby agree to the following supplemental terms and conditions to the Industrial Waste & Disposal Services Agreement (the "Agreement"):

1. **PROCUREMENT:** Expenditures that are for procurement of items from only one source are exempt from competitive bidding requirements pursuant to Section 252.022 of the Texas Local Government Code. Customer has determined that Company is a sole source provider for the services set forth in the Agreement based on its proximity to the City of Round Rock and Customer selected Company to supply landfill disposal services, specifically providing a landfill for Customer to unload Customer's municipal wastewater treatment plant sludge.

2. **CHARGES AND ADJUSTMENTS:**

A. Company's Charges for landfill disposal services provided by Company are set forth in Exhibit "A" of the Industrial Waste & Disposal Services Agreement below and in applicable Waste Profile(s) signed by the parties. Changes in any base rates, fees or other charges ("Charges") shall be made pursuant to Section 8 of the Agreement.

B. The Customer shall be authorized to pay the Company an amount not-to-exceed Eight Hundred Fifty Thousand and No/100 Dollars (\$850,000.00) per year for a total not-to-exceed amount of Two Million Five Hundred Fifty Thousand and No/100 Dollars (\$2,550,000.00) for the term of this Agreement. However, it shall be the Customer's responsibility not-to-exceed these amounts. Company has no liability or responsibility if Customer continues disposing Waste Material at the disposal facility operated by Company and the continuation of such disposal exceeds the above amounts.

3. **NON-APPROPRIATION AND FISCAL FUNDING**

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

4. **PROMPT PAYMENT POLICY**

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

- i. There is a bona fide dispute between Customer and Company, a contractor, subcontractor or supplier about the goods delivered or the service

performed that cause the payment to be late; or

- ii. The terms of a federal contract, grant, regulation, or statute prevent Customer from making a timely payment with federal funds; or
- iii. There is a bona fide dispute between Company 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
- iv. Invoices are not mailed to Customer in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

5. GRATUITIES AND BRIBES

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

6. TAXES

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

7. INSURANCE

Company shall meet all insurance requirements required by Customer at http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

8. CUSTOMER'S REPRESENTATIVE

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

Michael Thane
Director of Utilities and Environmental Services City
of Round Rock
2008 Enterprise Drive
Round Rock, Texas
78664 512-255-8877
mthane@roundrocktexas.gov

9. COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Company, 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 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 Company verifies Company does not boycott Israel and will not boycott Israel at any term of this Agreement.

10. NOTICES

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

- i. When delivered personally to the recipient's address as stated in this Agreement; or
- ii. 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 Company:

Waste Management of Texas, Inc.
9900 Giles Lane
Austin, Texas 78754
Attn: Director of Disposal

Notice to Customer:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

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

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

11. EXCLUSIVE AGREEMENT

This document, and all appended documents, constitute the entire Agreement between Company and Customer. 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.

12. DISPUTE RESOLUTION

Customer and Company 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.

13. MISCELLANEOUS PROVISIONS

Standard of Care. Company 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.

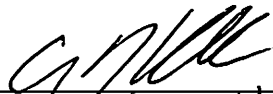
Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Customer and Company have executed this Supplemental Agreement on the dates indicated.

CITY OF ROUND ROCK, TEXAS

WASTE MANAGEMENT OF TEXAS, INC.

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

By:  _____
Printed Name: Chris Hickman
Title: Sales Director
Date Signed: _____

ATTEST:

By: _____
Sara L. White, City Clerk

FOR CITY, APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney



Requested Facility: Williamson County Landfill ☐ Unsure Profile Number: WC10483
☐ Multiple Generator Locations (Attach Locations) ☐ Request Certificate of Disposal ☒ Renewal? Original Profile Number: WC10483

A. GENERATOR INFORMATION (MATERIAL ORIGIN)

1. Generator Name: Brushy Creek Regional WWTP
2. Site Address: 3939 E Plam Valley
(City, State, ZIP) Round Rock TX 78664
3. County: Williamson
4. Contact Name: Kim Lutz
5. Email: kiml@roundrocktexas.gov
6. Phone: (512) 218-2004 7. Fax: _____
8. Generator EPA ID: _____ ☒ N/A
9. State ID: _____ ☒ N/A

C. MATERIAL INFORMATION

1. Common Name: Municipal Wastewater Treatment Sludge
Describe Process Generating Material: ☐ See Attached

Domestic and commercial wastewater treatment sludge from a belt press. No heavy industry wastewater treated.

2. Material Composition and Contaminants: ☐ See Attached

1. <u>WWTP Sludge</u>	<u>100 %</u>
2.	
3.	
4.	

Total comp. must be equal to or greater than 100% ≥100%

3. State Waste Codes: _____ ☒ N/A
4. Color: Brown
5. Physical State at 70°F: ☒ Solid ☐ Liquid ☐ Other: _____
6. Free Liquid Range Percentage: _____ to _____ ☒ N/A
7. pH: _____ to _____ ☒ N/A
8. Strong Odor: ☐ Yes ☒ No Describe: _____
9. Flash Point: ☐ <140°F ☐ 140°–199°F ☐ ≥200° ☒ N/A

E. ANALYTICAL AND OTHER REPRESENTATIVE INFORMATION

1. Analytical attached ☒ Yes
Please identify applicable samples and/or lab reports:

DHL Analytical Lab Order: 1702269. TCLP-SVOC, VOC, PEST, HERB, METALS. 8082 PCB, 8270 PCB. 36 Pages.

2. Other information attached (such as MSDS)? ☐ Yes

G. GENERATOR CERTIFICATION (PLEASE READ AND CERTIFY BY SIGNATURE)

By signing this EZ Profile™ form, I hereby certify that all information submitted in this and all attached documents contain true and accurate descriptions of this material, and that all relevant information necessary for proper material characterization and to identify known and suspected hazards has been provided. Any analytical data attached was derived from a sample that is representative as defined in 40 CFR 261 - Appendix 1 or by using an equivalent method. All changes occurring in the character of the material (i.e., changes in the process or new analytical) will be identified by the Generator and be disclosed to Waste Management prior to providing the material to Waste Management.

If I am an agent signing on behalf of the Generator, I have confirmed with the Generator that information contained in this Profile is accurate and complete.

Name (Print): _____ Date: _____

Title: _____

Company: _____

B. BILLING INFORMATION☐ SAME AS GENERATOR

1. Billing Name: City of Round Rock
2. Billing Address 221 E. Main St
(City, State, ZIP) Round Rock TX 78664
3. Contact Name Karen-Accounts Payable
4. Email: apinvoices@roundrocktexas.gov
5. Phone: (512) 218-5400 6. Fax: _____
7. WM Hauled? ☐ Yes ☒ No
8. P.O. Number: _____
9. Payment Method: ☒ Credit Account ☐ Cash ☐ Credit Card

D. REGULATORY INFORMATION

1. EPA Hazardous Waste? ☐ Yes* ☒ No
Code: _____
2. State Hazardous Waste? ☐ Yes ☒ No
Code: _____
3. Is this material non-hazardous due to Treatment, Delisting, or an Exclusion? ☐ Yes* ☒ No
4. Contains Underlying Hazardous Constituents? ☐ Yes* ☒ No
5. From an industry regulated under Benzene NESHA? ☐ Yes* ☒ No
6. Facility remediation subject to 40 CFR 63 GGGG? ☐ Yes* ☒ No
7. CERCLA or State-mandated clean-up? ☐ Yes* ☒ No
8. NRC or State-regulated radioactive or NORM waste? ☐ Yes* ☒ No
***If Yes, see Addendum (page 2) for additional questions and space.**
9. Contains PCBs? → If Yes, answer a, b and c. ☐ Yes ☒ No
a. Regulated by 40 CFR 761? ☐ Yes ☐ No
b. Remediation under 40 CFR 761.61 (a)? ☐ Yes ☐ No
c. Were PCB imported into the US? ☐ Yes ☐ No
10. Regulated and/or Untreated Medical/Infectious Waste? ☐ Yes ☒ No
11. Contains Asbestos? ☐ Yes ☒ No
→ If Yes: ☐ Non-Friable ☐ Non-Friable – Regulated ☐ Friable

F. SHIPPING AND DOT INFORMATION

1. ☐ One-Time Event ☒ Repeat Event/Ongoing Business
2. Estimated Quantity/Unit of Measure: 5,000
☒ Tons ☐ Yards ☐ Drums ☐ Gallons ☐ Other: _____
3. Container Type and Size: Roll Off
4. USDOT Proper Shipping Name: _____ ☒ N/A

Certification Signature



1901 Afton Rd, Houston, TX 77055, 713/423-1867

July 22, 2019

EXHIBIT A
Confirmation Document

Brushy Creek WWTP
3939 E Palm Valley
Round Rock, TX 78664

RE: Municipal Wastewater Treatment Center Sludge

We are pleased to confirm Waste Management's approval of your waste material as described below into our Williamson County landfill. The referenced profile for your waste material was approved by Waste Management based upon the information you provided. It is important that no changes be made to the profile without Waste Management's consent. Please notify Williamson County Customer Service by Phone 512-759-8881 at least 24 hours prior to shipment of liquids, drums and loads requiring special handling.

Approval#	Description	State Code	Waste	Profile Expiration Date	Disposal Price	Comments
WC10483	Municipal Wastewater Treatment Center Sludge	NA, Class 2		5/11/2020	\$42.00/TN \$200.00 minimum per shipment	No Free Liquids

See page 2 for Fees and Conditions

WM will invoice actual volume or manifested volume whichever is greater.

Waste Management will invoice actual volume or manifested volume whichever is greater. Invoices shall be paid in accordance with the terms of the Industrial Waste Services & Disposal Agreement between Brushy Creek Regional WWTP and Waste Management dated 10/09/2017.

The obligations contemplated by this Exhibit A shall be performed in accordance with the terms and conditions of the Agreement. The Disposal Price quoted above is subject to change pursuant to the terms and conditions contained in the Agreement. Please refer to the Agreement for any questions you may have on rate increases.

If you have any questions regarding either page of this Confirmation Letter or would like to make changes to the profile, please contact Shannon Jefferson 713-423-1867. Thank you for this opportunity to be of service.

Sincerely,
Tom Decker
Industrial Sales Manager

Acknowledgement & Acceptance

Date

Waste Management - Texas Landfills Fees & Surcharges

Plus, the following fees:

- (1) TCEQ Fee \$0.94/Ton**
- (2) Fuel Surcharge: adjusted weekly**
- (3) Environmental Fee: 11%**
- (4) WCL Community Recreational Fund: \$0.41/Ton**
- (5) WCL Future Environmental Liability Fund: \$0.83/Ton**
- (6) WCL Master Site Development Fund: \$0.41/Ton**
- (7) Hutto ISD: \$0.83/Ton**
- (8) Minimum charge \$200.00 per load**

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:
2019-544917

Date Filed:
09/26/2019

Date Acknowledged:

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

Waste Management of Texas, Inc
Houston, TX United States

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

City of Round Rock

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

000000
Waste Collection 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.



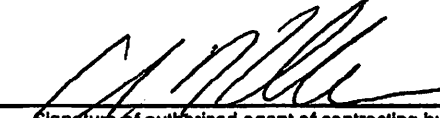
6 UNSWORN DECLARATION

My name is Chris Hickman, and my date of birth is 10/15/73.

My address is 48 Timber Lane (street), Conroe (city), TX (state), 77384 (zip code), USA (country).

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

Executed in Montgomery County, State of Texas, on the 26 day of Sept, 2019.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)