



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, February 13, 2020

6:00 PM

City Council Chambers, 221 East Main St.

A. CALL MEETING TO ORDER

B. ROLL CALL

C. PLEDGES OF ALLEGIANCE

D. CITIZEN COMMUNICATION

Any citizen wishing to speak during citizen communication regarding an item on or off the agenda may do so after completing the required registration card. All comments must be no more than 3 minutes in length. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council. The Mayor may deny any presenter the opportunity to address the City Council if the presentation or comments offered is substantially repetitive of those previous made, per §2-26(b)(d), of the Round Rock Code of Ordinances, 2018 Edition.

E. STAFF PRESENTATIONS:

- E.1 [TMP-1241](#) [Consider a presentation regarding the Neighborhood Services Annual Report.](#)

F. 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.

- F.1 [TMP-1247](#) [Consider approval of the minutes for the January 23, 2020 City Council meeting.](#)
- F.2 [2020-0034](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Youngblood Auto & Tire, LLC for the purchase of tire, tubes, equipment and services.](#)

G. RESOLUTIONS:

- G.1 [2020-0028](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to Sturdisteel Company for the purchase of bleachers at the Multipurpose Complex.](#)
- G.2 [2020-0045](#) [Consider a resolution authorizing the Mayor to execute a Software as a Service Agreement with Tyler Technologies Inc., for the City's Munis Enterprise Resource Planning \(ERP\) System.](#)
- G.3 [2020-0030](#) [Consider a resolution authorizing the Mayor to execute a Standard Form of Agreement between Owner and Contractor with PM Construction & Rehab, LLC dba IPR South Central for the Wastewater Collection System Pipe Bursting Rehabilitation 2020 Project.](#)
- G.4 [2020-0029](#) [Consider a resolution authorizing the Mayor to execute a Contract with PM Construction & Rehab, LLC dba IPR South Central for the Lake Creek 10 and 11 Wastewater Improvements Project.](#)
- G.5 [2020-0031](#) [Consider a resolution authorizing the Mayor to execute an Easement Purchase Agreement with Greg and Kimberly Attwood for the purchase of \(1\) subsurface raw water line easement, and \(2\) a temporary monitoring well easement required for construction of the proposed Brushy Creek Regional Utility Authority Phase 2 water intake project.](#)
- G.6 [2020-0032](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Partners Remodeling, Restoration & Waterproofing for the purchase of general building construction trades services \(drywall\).](#)
- G.7 [2020-0033](#) [Consider a resolution authorizing the Mayor to execute an Agreement with Cobos Design & Construction, Inc. for the purchase of general building construction trades services \(drywall\).](#)
- G.8 [2020-0035](#) [Consider a resolution authorizing the City Manager to issue a Purchase Order to Kinloch Equipment & Supply, Inc. for the purchase of a replacement debris tank.](#)
- G.9 [2020-0036](#) [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with H-E-B, LP for the purchase of a 0.102-acre parcel required for construction of the Gattis School Road \(Phase 6\) roadway improvement project. \(Parcel 23\)](#)
- G.10 [2020-0037](#) [Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire fee simple title to a 0.064-acre tract of land from property owned by Market Plaza, LLC, a Texas limited liability company, required for the proposed Gattis School Road Improvement Project, and take other appropriate action \(Parcel 26\).](#)
- G.11 [2020-0038](#) [Consider a resolution authorizing the Mayor to execute a Contract with Alpha Paving for the 2019 Street Maintenance Program \(SMP\) Project A.](#)

- G.12 [2020-0039](#) [Consider a resolution authorizing the Mayor to execute a Contract with Texas Materials for the 2019 Street Maintenance Program \(SMP\) Arterials - University Blvd, Old Settlers Blvd, Sunrise Rd, and Red Bud Ln. Project.](#)
- G.13 [2020-0040](#) [Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Aguirre & Fields, LP for the Old Settlers Extension Project.](#)
- G.14 [2020-0041](#) [Consider a resolution removing the monarch designation for a multi-trunk tree located on the site of the proposed Chisholm Trail Development.](#)
- G.15 [2020-0042](#) [Consider a resolution expressing no objection to the creation of an affordable multi-family housing development located at 150 Mays Crossing Drive.](#)
- G.16 [2020-0043](#) [Consider a resolution authorizing the Mayor to execute a Development Agreement with RGC Ventures, LLC regarding an affordable multi-family housing development located at 150 Mays Crossing Drive.](#)
- H. ORDINANCES:**
- H.1 [2020-0044](#) [Consider an ordinance vacating, abandoning, and closing a 20-foot-wide alleyway in the Round Rock Original Plat, located between N. Lampasas Street and N. Sheppard Street. \(First Reading\)*](#)
- I. APPOINTMENTS:**
- I.1 [TMP-1242](#) [Consider the appointment of a representative and alternate representative to the CAMPO Technical Advisory Committee \(TAC\).](#)
- J. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST**
- K. EXECUTIVE SESSION:**
- K.1 [TMP-1243](#) [Consider Executive Session as authorized by §551.087 Government Code, related to deliberation of an offer of a financial or other incentive to business prospects that seek to locate or re-locate inside the City of Round Rock.](#)
- K.2 [TMP-1244](#) [Consider Executive Session as authorized by §551.074 Government Code, related to the evaluation of the City Manager.](#)
- L. ACTION RELATIVE TO EXECUTIVE SESSION:**
- L.1 [TMP-1245](#) [Consider discussion and/or possible action related to the evaluation of the City Manager.](#)

M. 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 7th day of February 2020 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Sara L. White, TRMC, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider a presentation regarding the Neighborhood Services Annual Report.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director: Joe Brehm, Community Development Administrator

Cost:

Indexes:

Attachments:

Department: Planning and Development Services Department

Text of Legislative File TMP-1241



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the January 23, 2020 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 01232020 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-1247



City of Round Rock

Meeting Minutes - Draft City Council

Thursday, January 23, 2020

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on January 23, 2020 in the City Council chambers at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:03 pm.

ROLL CALL

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

Absent: 0

PLEDGES OF ALLEGIANCE

Mayor Morgan, along with local scouts from troop 628 led the following Pledges of Allegiance: United States and Texas

CITIZEN COMMUNICATION

Lauren McAndrews spoke to Council regarding the program Opportunities for Williamson and Burnet County and a forum they are hosting.

Mayor Morgan went out of the regular order of the agenda to consider the following item:

G.9 [2020-0027](#)

Consider a resolution naming the new Transportation and Utilities Administration building in honor of former City Manager, Robert (Bob) L. Bennett Jr.

Laurie Hadley, City Manager and Steve Sheets, City Attorney made the staff presentation.

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

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

Nayes: 0

Absent: 0

APPROVAL OF MINUTES:

E.1 [TMP-1188](#) Consider approval of the minutes for the January 9, 2020 City Council meeting.

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

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

Nayes: 0

Absent: 0

PUBLIC HEARINGS:

F.1 [TMP-1171](#) Consider public testimony regarding the creation of an affordable multi-family housing development located at 150 Mays Crossing Drive.

Dan Rigney, the applicant gave a presentation.

Mayor Morgan opened the public hearing. Michael Withrow spoke regarding the project. There being no further comments, the public hearing was closed.

RESOLUTIONS:

G.1 [2020-0017](#) Consider a resolution expressing no objection to the creation of an affordable multi-family housing development located at 150 Mays Crossing Drive.

This item was pulled and will return for consideration at a later date.

G.2 [2020-0019](#)

Consider a resolution authorizing the Mayor to execute a Payment in Lieu of Tax Agreement with RGC Ventures, LLC regarding an affordable multi-family housing development located at 150 Mays Crossing Drive.

This item was pulled and will return for consideration at a later date.

G.3 [2020-0020](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to LENCO Armored Vehicles for the purchase of a LENCO BearCat Armored vehicle.

Allen Banks, Police Chief, 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:

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

Nayes: 0

Absent: 0

G.4 [2020-0021](#)

Consider a resolution authorizing the Mayor to execute an Out-of-City Wastewater Service Agreement with Thomas Behrens and Tara Behrens.

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

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

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

Nayes: 0

Absent: 0

G.5 [2020-0022](#)

Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with LJA Engineering, Inc. for the Greater Round Rock West Drainage Assessment - Proposed Conditions Project.

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

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

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

Nayes: 0

Absent: 0

G.6 [2020-0023](#)

Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 4 with Brown & Gay Engineers, Inc. for the Gattis School Road Segment 6 Project.

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nayes: 0

Absent: 0

G.7 [2020-0024](#)

Consider a resolution authorizing the submittal of a grant application for Federal Transit Authority Section 5310 funds in the amount of \$70,000 for purchase and installation of five (5) bus shelters.

Gary Hudder, Transportation Director made the staff presentation.

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

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

Nayes: 0

Absent: 0

G.8 [2020-0025](#)

Consider a resolution authorizing the submittal of a grant application for FY 2019 Federal Transit Authority Section 5307 funds in the amount of \$667,591 for the fixed route bus system and paratransit services.

Gary Hudder, Transortation Director made the staff presentation.

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

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

Nayes: 0

Absent: 0

ORDINANCES:

H.1 [2020-0026](#)

Consider an ordinance calling the May 2, 2020 General and Special Elections. (First Reading)*

Sara White, City Clerk made the staff presentation at the Tuesday morning packet briefing meeting.

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

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

Nayes: 0

Absent: 0

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

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

Nayes: 0

Absent: 0

APPOINTMENTS:

I.1 [TMP-1210](#)

Consider one appointment to the Capital Area Council of Governments (CAPCOG) General Assembly.

A motion was made by Councilmember Young, seconded by Councilmember Peckham, to appoint Councilmember Matthew Baker to the CAPCOG General Assembly. The motion carried by the following vote:

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

Nayes: 0

Absent: 0

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 7:17 pm.

Respectfully Submitted,

*Meagan Spinks
Deputy City Clerk*



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Youngblood Auto & Tire, LLC for the purchase of tire, tubes, equipment and services.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director: Chad McDowell - General Services Director

Cost: \$400,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services Department

Text of Legislative File 2020-0034

With the approval of this contract, this will give us a second vendor for the purchase of tires for all vehicles and equipment and for road side service and tire repair in accordance with BuyBoard Contract # 553-18

This contract will expire 2/28/2021

Cost: \$400,000.00

Source of Funds: General Fund

RESOLUTION NO. R-2020-0034

WHEREAS, the City of Round Rock (“City”) desires to purchase tires, tubes, equipment and related services needed for the maintenance of City owned vehicles; 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, Youngblood Auto & Tire, LLC is an approved vendor of Buy Board; and

WHEREAS, the City desires to purchase said goods and services from Youngblood Auto & Tire, LLC through Buy Board, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for the Purchase of Tires, Tubes, Equipment and Services with Youngblood Auto & Tire, 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 13th day of February, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK
AGREEMENT FOR THE PURCHASE OF
TIRES, TUBES, EQUIPMENT AND SERVICES
WITH
YOUNGBLOOD AUTO & TIRE, LLC**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THAT THIS Agreement for the purchase of tires, tubes, equipment and services needed to maintain City of Round Rock owned vehicles (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of _____, 2020, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City") and YOUNGBLOOD AUTO & TIRE, LLC, whose offices are located at 375 Louis Henna West, Austin, Texas 78728 (referred to herein as the "Vendor").

RECITALS:

WHEREAS, City desires to purchase tires, tubes, equipment and related services needed for the maintenance of City owned vehicles; and

WHEREAS, City is a member of BuyBoard Cooperative and Vendor is an approved BuyBoard vendor; and

WHEREAS, the City desires to purchase certain goods and services from Vendor through BuyBoard Cooperative Contract No. 553-18 to receive pricing and services as set forth herein; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified goods and/or services and Vendor is obligated to provide said

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goods/services. The Agreement includes any exhibits, addenda, and/or amendments thereto.

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

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

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

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

2.01 EFFECTIVE DATE; TERM

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

B. The term of this Agreement shall be from the effective date of the Agreement until February 28, 2021. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement, with or without cause, or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Vendor to supply the goods and services as outlined in Exhibit "A," attached hereto and incorporated herein by reference.

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

4.01 ITEMS AWARDED; SCOPE OF WORK

When taken together with the appended exhibit, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions. Vendor shall satisfactorily provide all goods and services described under the attached Exhibit "A" at the sole request of the City. Vendor provide goods and services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

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

B. The City shall is authorized to pay the Services Provider an amount not-to-exceed **Four Hundred Thousand and No/100 Dollars (\$400,000.00)** for the term of this Agreement.

6.01 INVOICES

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

A. Name and address of Vendor;

B. Purchase Order Number;

C. Description and quantity of items received or services provided; and

A. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

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

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

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

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE SERVICE PROVIDERS

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

12.01 INSURANCE

Vendor shall meet all requirements required by the City as set forth in Exhibit "B," attached hereto and incorporated herein for all purposes.

13.01 CITY'S REPRESENTATIVE

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

Chad McDowell
Director of General Services
220 Commerce Cove
Round Rock, Texas 78664
(512) 341-3191
cmcdowell@roundrocktexas.gov

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

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

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

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

16.01 TERMINATION AND SUSPENSION

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

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

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

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor

shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

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

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

B. 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 the contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel at any time during the term of this Agreement.

19.01 ASSIGNMENT AND DELEGATION

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

20.01 NOTICES

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

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

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

Notice to Vendor:

Youngblood Auto & Tire, LLC
375 Louis Henna West
Austin, Texas 78728

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

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

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

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

22.01 EXCLUSIVE AGREEMENT

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

23.01 DISPUTE RESOLUTION

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

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or

provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25.01 MISCELLANEOUS PROVISIONS

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

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

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

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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

Attest:

By: _____
Sara White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Youngblood Auto & Tire, LLC

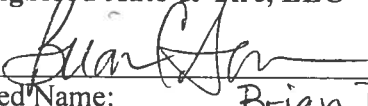
By:  _____
Printed Name: Brian Dear
Title: General Manager
Date Signed: 12-13-2019

Exhibit "A"
City of Round Rock, Texas
Price Sheet
Youngblood Auto & Tire, LLC
BuyBoard Contract 553-18

The City of Round Rock would like to enter into a contract with Youngblood Auto & Tires, LLC per the terms of Buy Board Contract 553-18. The City intends to purchase from this contract tires, tubes, supplies and equipment in an amount not to exceed \$400,000.

Contract Term: Effective from date of execution and will expire on 02/28/2021, per the terms of BuyBoard Contract No. 553-18.

Special Instructions: Complete pricing below and submit copy of price list or catalog

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Exceptions to Discount
Section I: Tire Products and Supplies					
1	Discount (%) Off Catalog/Pricelist for Tires and Tubes <i>* See Goodyear Letter for Current Discounts</i>	Please state the discount (%) off catalog/pricelist for Tires and Tubes. (All types of Cars, Suvs, Trucks and Related Vehicles) Catalog/Pricelist MUST be included or proposal will not be considered.	50 % 41 % 39 %	Michelin/BFG Pass/Light Trk Michelin Medium Trk Bridgestone Med	20% Bridgestone Firestone Pass/Light Trk 36% Firestone Med.
2	Discount (%) off catalog/pricelist for Off-the-road (OTR Earthmover) Tires and Tubes	Please state the discount (%) off catalog/pricelist for Off the Road (OTR, Earthmover) Tires and Tubes. Catalog/Pricelist MUST be included or proposal will not be considered.	60 % 24 % 37 %	Michelin Goodyear Bridgestone/Firestone	23% Firestone Ag 53% Michelin Ag
3	Discount (%) Off Catalog/Pricelist for Retread Tires and Tubes	Please state the (%) off catalog/pricelist for Retread Tires and Tubes (All types of Cars, Suvs, Trucks and Related Vehicles). Catalog/Pricelist MUST be included or proposal will not be considered.	20 %	Michelin M&T	
4	Discount (%) Off Catalog/Pricelist for All Other Tires and Related Products	Please state the (%) off catalog/pricelist for All other tires and related products. Catalog/Pricelist MUST be included or proposal will not be considered.	+ 10 % Markup	Vendor Cost	

* All Discounts From Manufacturer's Government Base Price Lists.

Exhibit "A"

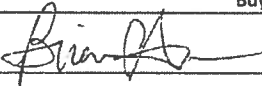
Section II: Tire Services					
5	Discount (%) Off Catalog/Pricelist for Tire mounting, Dismounting, Road Hazard and Flat Repair Services	Please state the (%) off catalog/pricelist for Tire mounting, Dismounting, Road Hazard, and Flat Repair Service (All Types of Cars, Suvs, Trucks, School Buses and Related Vehicles) . Catalog/Pricelist MUST be included or proposal will not be considered	<u>0</u> %	Youngblood Price List for City of Round Rock	Road Hazard Available on certain tires from manufacturer
6	Discount (%) Off Catalog/Pricelist for Tire Valve stems	Please state the (%) off catalog/pricelist for Tire Valve Stems(All types of Cars, Suvs, Trucks, School Buses and Related Vehicles) . Catalog/Pricelist MUST be included or proposal will not be considered	<u>0</u> %	Youngblood Price List	
7	Discount (%) Off Catalog/Pricelist for Tire Balancing Services	Please state the (%) off catalog/pricelist for Tire Balancing Services(All types of Cars, Suvs, Trucks, School Buses and Related Vehicles) . Catalog/Pricelist MUST be included or proposal will not be considered	<u>0</u> %	Youngblood Price List	
8	Discount (%) Off Catalog/Pricelist for Tire Alignment Services	Please state the (%) off catalog/pricelist for Tire Alignment Services(All types of Cars, Suvs, Trucks, School Buses and Related Vehicles) . Catalog/Pricelist MUST be included or proposal will not be considered	<u>0</u> %	Youngblood Price List	
9	Discount (%) Off Catalog/Pricelist for Tire Disposal and Recycling Service	Please state the (%) off catalog/pricelist for Tire Disposal and Recycling Services(All types of Cars, Suvs, Trucks, School Buses and Related Vehicles) . Catalog/Pricelist MUST be included or proposal will not be considered	<u>0</u> %	Youngblood Price List	
Section III: Installation and Repair Services			Not To Exceed Hourly Labor Rate	Detailed Information on Hourly Labor Rate	Exceptions to Hourly Labor Rate

Exhibit "A"

10	Not to exceed Hourly Labor Rate for Installation/Repair Service of Tire Related Equipment and products.	Hourly Labor Rate for Installation/Repair Service of Tire Related Equipment and Products—State the <u>Not to Exceed</u> hourly labor rate for Installation/Repair Service of Tire Related Equipment and Products	<u>0</u> %	Youngblood Price List	
----	---	--	------------	-----------------------------	--

Information Only: The City of Round Rock reserves the right to order other products from the Youngblood Auto & Tire, LLC per the discounts quoted in the BuyBoard Contract #553-18.

Company Name: Youngblood Auto & Tire, LLC.
BuyBoard Contract #553-18.

Signature of Authorized Representative: 

Printed Name: Brian Dear

Phone Number: 512-719-5700

Email Address: bdear@youngbloodtx.com

Exhibit "A"

**Account Information:**

Company Name	City of Round Rock
Address	901 Luther Peterson Lane
Phone Numbers	512-516-9011
Contact	Oscar Wise

Bid Rate: Valid thru 2020**Service Rate**

Service Call Rate	\$45.00
After Hour Service Rate	\$75.00
OTR Service Rate	\$85.00
After Hours Service Rate	\$125.00

Bid Rate: Valid thru 2020**Mount/Dismount-Flat Repair Rate**

11R22.5	\$25.00
11R24.5	\$25.00
13.00-24	\$45.00
14.00-24	\$45.00
17.5-25	\$75.00
20.5-25	\$85.00
23.5-25	\$85.00
26.5-25	\$95.00
29.5-25	\$125.00
18.00-33	\$125.00

Bid Rate: Valid thru 2020**Small OTR Rate**

11L16	\$27.50
10.00-16.5	\$27.50
12.00-16.5	\$27.50
19.5-24	\$45.00

Youngblood Auto and Tire, LLC
 375 Louis Henna Blvd
 Austin, TX 78728

512.719.5700

Exhibit "A"



Account Information:

Company Name	City of Round Rock
Address	901 Luther Peterson Lane
Phone Numbers	512-516-9011
Contact	Oscar Wise

Bid Rate: Valid thru 2020

Passenger Valve Stem	2.50
Light / Medium Truck Valve Stem	3.50
OTR Valve Stem	15.00
Passenger / Light Truck Spin Balance	10.00
Medium Truck Spin Balance	15.00
Passenger / Light Truck 2-wheel Alignment	60.00
Medium Truck Alignment (per axle)	100.00
Passenger / Light Truck Disposal	5.00
Medium Truck Disposal	10.00

\$85 HOURLY LABOR RATE ON ALL OTHER MECHANICAL SERVICES

Youngblood Auto and Tire, LLC
375 Louis Henna Blvd
Austin, TX 78728

512.719.5700

PROGRAM INFORMATION	APPROVAL NUMBERS																										
Program: Federal Open Market Effective Date: 4/1/2019 Expiration Date: 3/31/2020 Price Book Date: 7/1/2018																											
PROGRAM OVERVIEW	<table><tr><th>Approval Type</th><th>Approval #</th><th>Billing Type</th></tr><tr><td>State and Local Government Agencies</td><td>G0006566</td><td>Local Billing (Type B – Dealer/Store Invoice)</td></tr><tr><td>State Agencies using Voyager Card</td><td>G0006567</td><td>Akron Billing (Type D on Tire-HQ or TC-73 on GBMS)</td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>			Approval Type	Approval #	Billing Type	State and Local Government Agencies	G0006566	Local Billing (Type B – Dealer/Store Invoice)	State Agencies using Voyager Card	G0006567	Akron Billing (Type D on Tire-HQ or TC-73 on GBMS)															
Approval Type	Approval #	Billing Type																									
State and Local Government Agencies	G0006566	Local Billing (Type B – Dealer/Store Invoice)																									
State Agencies using Voyager Card	G0006567	Akron Billing (Type D on Tire-HQ or TC-73 on GBMS)																									
There is no formal contract in the State of Texas. Pricing has been established based off the 7-1-18 Federal Open Market & Net State Price Book. USE G0006567 WHEN BILLING THRU THE VOYAGER PROGRAM.	<u>Local Billing Instructions (Type B – Dealer/Store Invoice)</u> <u>Akron Billing Instructions (DR – Type D, TC73)</u>																										
SPECIFIC REQUIREMENTS	OFF-FACTORS																										
	<table><tr><th>MDSE</th><th>Group</th><th>Off Factor</th></tr><tr><td>7905</td><td>Police Auto</td><td>0.50000</td></tr><tr><td>7925</td><td>Auto Radial</td><td>0.45000</td></tr><tr><td>7941</td><td>LT Truck Radial</td><td>0.45000</td></tr><tr><td>1170</td><td>Unisteel RLT – 16" to 19.5" Diameter</td><td>0.60000</td></tr><tr><td>7955</td><td>MED Commercial Radial</td><td>0.60000</td></tr><tr><td>7961</td><td>Off Road Truck Bias</td><td>0.24000</td></tr><tr><td>7962</td><td>Off Road Truck Radial</td><td>0.24000</td></tr></table>			MDSE	Group	Off Factor	7905	Police Auto	0.50000	7925	Auto Radial	0.45000	7941	LT Truck Radial	0.45000	1170	Unisteel RLT – 16" to 19.5" Diameter	0.60000	7955	MED Commercial Radial	0.60000	7961	Off Road Truck Bias	0.24000	7962	Off Road Truck Radial	0.24000
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7962	Off Road Truck Radial	0.24000																									

ADDITIONAL INFORMATION

Government Billing Instructions

- This sales program can be changed, modified, or canceled at any time at Goodyear's discretion, with or without advanced notice.
- Please view file for state specific billing instructions.

Voyager Card Requirements

- Goodyear can accept the Voyager Card for Government tires for all State of Texas agencies. Dealers can quote government pricing using Tire-HQ, Gov't Sales, State of Texas Price Book (attached).
- When entering a Voyager Card (call Voyager for approval using 800 987 6589) purchase for a state agency, Supply Point would use the following transaction and information: GBMS Transaction - TC73, Tire-HQ Doc Type – D, Acct Number - #9342, Non-Sig Number - #72292, Gov't Approval - #G0006567.

RELEVANT DOCUMENTATION – SEE ATTACHMENTS



State Price Book

State Price Book
(PDF)Government Billing
Instructions (PDF)

See Attachment on left

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:
2019-569784

Date Filed:
12/13/2019

Date Acknowledged:

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

Youngblood Auto & Tire
Austin, TX United States

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

City of Round Rock

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

000000
Tires, Tubes, and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dear, Brian	Austin, TX United States		X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Brian Dear, and my date of birth is [REDACTED].

My address is 669 Sampson (street), Kyle (city), TX (state), 78640 (zip code), USA (country).

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

Executed in Travis County, State of Texas, on the 13th day of December, 2019.
(month) (year)

Brian Dear
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Sturdisteel Company for the purchase of bleachers at the Multipurpose Complex.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director: Chad McKenzie, Sports Management and Tourism Director

Cost: \$89,900.00

Indexes: Multipurpose Complex Fund

Attachments: Resolution, Form 1295

Department: Sports Management and Tourism

Text of Legislative File 2020-0028

Sturdisteel will provide all material and services required to install two new bleacher sections at the Multipurpose Complex championship field 2. Item will be processed via Sturdisteel's BuyBoard contract.

Cost: \$89,900.00

Source of Funds: Multipurpose Complex Fund

RESOLUTION NO. R-2020-0028

WHEREAS, the City of Round Rock (“City”) desires to purchase bleachers for the Multipurpose Complex; 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, Sturdisteel Company is an approved vendor of the Buy Board; and

WHEREAS, the City wishes to issue a purchase order to Sturdisteel Company 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 Sturdisteel Company for the purchase of bleachers for the Multipurpose Complex.

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

RESOLVED this 13th day of February, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

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:
2020-574120

Date Filed:
01/06/2020

Date Acknowledged:

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

Sturdisteel Company
Hewitt, 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
bleachers

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 GARY WILSON, and my date of birth is [REDACTED]

My address is 131 AWA DRIVE, HEWITT, TX, 76643, USA
(street) (city) (state) (zip code) (country)

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

Executed in McLENNAN County, State of TEXAS, on the 6th day of JAN, 2020.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution authorizing the Mayor to execute a Software as a Service Agreement with Tyler Technologies Inc., for the City's Munis Enterprise Resource Planning (ERP) System.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director: Heath Douglas, CIO

Cost: \$2,000,665.00

Indexes: General & Utility Funds

Attachments: Resolution, Exhibit A, Munis -Total Contract Amount Calculation

Department: Information Technology

Text of Legislative File 2020-0045

This item is a "Software as a Service" or "SaaS" agreement with Tyler Technologies for the hosting, licensing and use of Tyler Munis Financials, Human Resources, Payroll and Utility Billing Administrative software.

This will be our first contract renewal for the Tyler Munis ERP since the original 7-year agreement which was signed in 2012. The Tyler Munis software platform is one of the cities largest encompassing our Financial, Human Resources, Payroll and Utility Billing systems. It also provides our employee self-service (ESS) platform where all of our employees go to enter their timesheets, request leave, review payroll information, get copies of their tax info, and sign up for training classes.

This is a five-year agreement (Three years with two 12-month autorenewal options) not to exceed \$2,000,665. Pricing is fixed for the first three years of the agreement with the 4th and 5th year price increase capped at 5%.

The source of funding for this contract will be a split between the IT and Utility Billing departments FY20 operating budget and the FY20 Utility Fund.

Cost: \$ 2,000,665.02

Source of Funds: General and Utility Fund

RESOLUTION NO. R-2020-0045

WHEREAS, the City of Round Rock (“City”) desires to purchase technical services to license certain Financials, Human Resource, and Payroll Administrative Software; 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, Tyler Technologies, Inc. is the sole source provider of the City’s current operating system, Munis Financial System; and

WHEREAS, the City desires to enter into an Agreement with Tyler Technologies, Inc. to purchase technical services to license Financials, Human Resource, and Payroll Administrative Software, 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 “Software as a Service” Agreement with Tyler Technologies, Inc., a copy of said agreement being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 13th day of February, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk
00439168/ss2

EXHIBIT

"A"

CITY OF ROUND ROCK "SOFTWARE AS A SERVICE" AGREEMENT WITH TYLER TECHNOLOGIES, INC.

This "Software as a Service" agreement (hereinafter referred to as the "SaaS Agreement" or the "Agreement") is made on the ____ day of the month of _____, 2020 (hereinafter referred to as the "Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices located at One Tyler Drive, Yarmouth, Maine 04096 (hereinafter referred to as "Tyler") and the City of Round Rock, Texas, a home-rule municipality with offices located at 221 East Main Street, Round Rock, Texas 78664 (hereinafter referred to as the "Client" or the "City").

WHEREAS, Client desires to license certain Financials, Human Resource, and Payroll Administrative Software (hereinafter referred to as the "System"); and

WHEREAS, Tyler is a sole source provider for Client's current System; and

WHEREAS, Client, by signature on this Agreement, is awarding Tyler the contract for furnishing, delivering, installing, and implementing the specified System;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, which consideration is declared good and sufficient by both parties, Tyler and Client agree that Tyler shall provide certain products and services, and Client shall pay the prices agreed therefor, in accordance with the requirements and conditions set forth in this Agreement.

This Agreement consists of the following sections and exhibits, each of which is attached hereto and incorporated by reference as though recited herein verbatim:

SECTION A: Definitions
SECTION B: SaaS Services
SECTION C: Other Professional Services
SECTION D: Maintenance
SECTION E: Third Party Products
SECTION F: Invoicing and Payment; Invoice Disputes
SECTION G: Term and Termination
SECTION H: Indemnification, Limitation of Liability and Insurance
SECTION I: General Terms and Conditions

EXHIBIT A: Investment Summary
EXHIBIT B: Invoicing and Payment Policy; Business Travel Policy (Schedule 1)
EXHIBIT C: Service Level Agreement; Support Call Process (Schedule 1)
EXHIBIT D: End User License Agreement

SECTION A: DEFINITIONS

- **"Agreement"** means this Software as Services Agreement, including all exhibits attached hereto, which are incorporated herein by reference for all purposes.
- **"Business Travel Policy"** means Tyler's business travel policy. A copy of Tyler's current Business Travel Policy is attached hereto as Schedule 1 to Exhibit "B."
- **"Client"** means the City of Round Rock, Texas.

- **“Data”** means the Client’s data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for Client’s Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in Tyler’s written proposal, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through Tyler’s maintenance and support services, and the governing functional descriptions for such future functionality shall be set forth in Tyler’s then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to the Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that Tyler provides or otherwise makes available to Client, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both Tyler and Client by their authorized representatives execute the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of Client or Tyler, including, without limitation, governmental action, war riot or civil commotion, fire, natural disaster, or any other cause that could not be reasonably foreseen or prevented by the parties.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services, attached hereto as Exhibit “A.”
- **“Invoicing and Payment Policy”** means Tyler’s invoicing and payment policy, attached hereto as Exhibit “B.”
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside Tyler’s normal business hours, or training, consulting, or other professional services not set forth herein.
- **“SLA”** means the service level agreement. A copy of Tyler’s current SLA is attached hereto as Exhibit “C.”
- **“Support Call Process”** means the support call process applicable to all Tyler’s customers who have licensed the Tyler Software. A copy of Tyler’s current Support Call Process is attached hereto as Schedule I to Exhibit “C.”
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable in the attached Exhibit “D.”
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means Tyler’s proprietary software, including all integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by Tyler to Client through this Agreement.

SECTION B: SAAS SERVICES

1. Rights Granted.

Tyler grants to Client the non-exclusive, non-assignable limited right to use the SaaS Services solely for Client's internal business purposes for the number of Defined Users only. The Tyler Software shall be made available to Client according to the terms of the SLA. Client acknowledges that Tyler has no delivery obligations and will not ship copies of the Tyler Software as part of the SaaS Services. Client may use the SaaS Services to access updates and enhancements to the Tyler Software as further described in Section D(3). The foregoing notwithstanding, to the extent Tyler has sold Client perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which Client is receiving SaaS Services, Client's rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement, including without limitation, Section B(4). Tyler will make any such software available to Client for download.

2. SaaS Fees.

Client agrees to pay Tyler the SaaS Fees as set forth in the Investment Summary in accordance with the Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. Client may add additional users or additional data storage capacity on the terms set forth in Section I(1). In the event Client regularly and/or meaningfully exceeds the Defined Users or Data Storage Capacity, Tyler reserves the right to charge Client additional fees consistent with the overage(s).

3. Ownership.

- a) Tyler shall retain all ownership of intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by Tyler pursuant to this Agreement. Client shall not acquire any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services as set forth herein.
- b) Client acknowledges that the Documentation is licensed to Client and may be used and copied by Client's employees for internal, non-commercial reference purposes only.
- c) Client shall retain ownership and intellectual property rights to the Data. Client acknowledges Tyler does not create or endorse any Data used in connection with the SaaS Services, except to the extent necessary to carry out Tyler's obligations pursuant to this Agreement.

4. Restrictions.

Client agrees and acknowledges that it: (a) shall not make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) shall not modify, make derivative works, of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) shall not access or use the SaaS Services in order to build or support and/or assist a third party in building or supporting products or services competitive to Tyler; or (d) shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty.

Tyler warrants that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, Tyler will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9) below, the SLA, and Tyler's then current Support Call Process.

6. SaaS Services.

- a) Tyler's SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. Tyler has attained, and agrees to maintain, SOC 1 and SOC2 compliance, or its equivalent, for the duration of this Agreement.
- b) Client shall be hosted on shared hardware in a Tyler data center or a third party data center. In either event, databases containing Client's Data shall be dedicated to Client and inaccessible to any other customers.
- c) Tyler data centers shall have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of Client's Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a Defect in the Tyler Software, Tyler shall use its best commercial efforts to restore all Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss. In no event shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection (c), RPO represents the maximum tolerable period during which Data may be lost, measured in relation to a disaster Tyler declares, said declaration of disaster not to be unreasonably withheld.
- d) In the event Tyler declares a disaster, Tyler's Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection (d), RTO represents the amount of time after Tyler declares a disaster, within which Client's access to the Tyler Software must be restored.
- e) Tyler shall conduct annual penetration testing of either the production network and/or web application to be performed. Tyler shall maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Tyler shall provide Client with a written or electronic record of the actions taken by Tyler in the event that any unauthorized access to Client's database(s) is detected as a result of Tyler's security protocols. Tyler shall undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at Client's written request. Client shall not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of Tyler's network and systems (hosted or otherwise) is prohibited without the prior written approval of Tyler's IT Security Officer.
- f) Tyler shall test its discovery recovery plan on an annual basis. Tyler's standard test is not client-specific. In the event Client requests a client-specific disaster recovery test, Tyler shall work with Client to schedule and execute said test on a mutually agreeable schedule. At Client's written request, Tyler shall provide test results to Client within a commercially reasonable timeframe after receipt of said request.

- g) Tyler shall be responsible for importing back-up and verifying that Client can log-in. Client shall be responsible for running reports and testing critical processes to verify the returned Data.
- h) Tyler shall provide secure Data transmission paths between each of Client's workstations and Tyler's servers.
- i) Tyler data centers shall be accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers shall be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by Tyler's internal staff and external auditors to ensure there is no unauthorized access.
- j) If applicable, Tyler shall be responsible for the security of cardholder data that Tyler possesses, including functions relating to storing, processing, and transmitting of the cardholder data. Tyler affirms that as of the Effective Date, Tyler has complied with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. Tyler agrees to supply the current status of its PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in Tyler's status, Tyler shall comply with applicable notice requirements.

SECTION C: PROFESSIONAL SERVICES

1. Services.

Tyler shall provide the professional services set forth in the Investment Summary.

2. Fees and Expenses.

Client agrees to pay Tyler for the professional services fees in the amounts set forth in the Investment Summary in accordance with Tyler's Invoicing and Payment Policy. Client acknowledges that the fees stated within the Investment Summary are good faith estimates of the amount of time and materials required for Client's implementation. Tyler shall invoice the actual fees incurred based on the in-scope services provided to Client. Any discrepancies in the total values set forth in the Investment Summary shall be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services.

The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based upon Tyler's understanding of the specifications supplied by Client. If additional work is required, or if Client uses or requests additional services, Tyler shall provide Client with an addendum outlining the costs of the additional work. The price quotes in the addendum shall be valid for thirty (30) days from the date of the quote.

4. Cancellation.

In the event Client cancels services less than two (2) weeks in advance of the mutually scheduled date of services (other than for Force Majeure or a breach by Tyler), Client shall be liable to Tyler for the following:

- a) All non-refundable expenses incurred by Tyler on Client's behalf; and
- b) The daily fees associated with the cancelled services, only if Tyler is actually unable to re-assign its personnel. Tyler shall make all reasonable efforts to reassign personnel in the event Client cancels within two (2) weeks of scheduled commitments.

5. Services Warranty.

Tyler warrants that it shall perform services in a professional, good and workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler shall re-perform the services at no additional cost to Client.

6. Site Access and Requirements.

At no cost to Tyler, Client shall provide Tyler with full and free access to Client's personnel, facilities and equipment as may be reasonably necessary for Tyler to provide implementation services, subject to any reasonable security protocols or other written policies provided to Tyler as of the Effective Date, and thereafter as mutually agreed to by the parties.

7. Background Checks.

Tyler agrees that all Tyler employees have undergone criminal background checks prior to hire for the past twelve (12) years. All Tyler employees have executed a confidentiality agreement and security policies.

8. Client Assistance.

Client acknowledges that the implementation of the Tyler Software is a cooperative process requiring the time and resource of Client's personnel. Client agrees to use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at a minimum, working with Tyler to schedule implementation related services outlined in this Agreement. Tyler will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by Client's personnel to provide such cooperation and assistance (either through action or omission).

SECTION D: MAINTENANCE

1. Scope of Agreement.

For as long as Client timely pays the SaaS Fees according to the Invoicing and Payment Policy, Tyler agrees to provide maintenance services for the Tyler Software in accordance with the terms and conditions set forth herein.

2. Additional Charges.

Any maintenance services performed by Tyler for Client, at Client's express direction, which are not covered by this SaaS Agreement (see Limitations and Exclusions at Section D(5) below), including materials and expenses, shall be billed to Client at Tyler's then-current rates.

3. Maintenance Services Terms and Conditions.

For as long as this SaaS Agreement is in place, Tyler shall:

- a) Perform Tyler's maintenance and support obligations in a professional, good and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
- b) Provide telephone support on the Tyler Software. Tyler personnel shall accept telephone calls during the hours delineated in the Support Call Process;
- c) Maintain personnel that are appropriately trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance services;
- d) Provide Client with all major and minor releases of the Tyler Software (including updates and enhancements) that Tyler makes generally available without additional charge to customers possessing a current Tyler SaaS Agreement; and
- e) Provide non-Defect resolution support of prior releases of the Tyler Software in accordance with Tyler's then-current release life cycle policy.

4. Remote Services.

Tyler shall use all reasonable efforts to perform support services remotely. Currently Tyler uses a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Client agrees to maintain a high-speed internet connection capable of connecting Tyler to Client's PCs and server(s). Client agrees to provide Tyler with a log-in account and local administrative privileges as Tyler may reasonably require to perform remote services. Tyler will, at its option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If Tyler cannot resolve a support issue remotely, Tyler may be required to provide onsite services. In such event, Tyler shall be responsible for its travel expenses, unless it is determined by the parties, in their reasonable discretion, that the reason onsite support was required was outside of Tyler's control. Client agrees in either event to provide Tyler with full and free access to Tyler to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for Tyler to provide the maintenance and support services, all at no charge to Tyler. Client agrees to maintain at all times its VPN for back-up connectivity purposes.

5. Limitations and Exclusions.

Maintenance services do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services not set forth herein; or (d) support outside Tyler's normal business hours as listed in Tyler's then-current Support Call Process. Services set forth in this paragraph requested by Client shall be billed to Client on a time and materials basis at Tyler's then current rates. Client must request said services with at least one (1) weeks' advance notice.

SECTION E: THIRD PARTY PRODUCTS

1. Third Party Hardware.

For the price set forth in the Investment Summary and in accordance with the Invoicing and Payment Policy, Tyler agrees to sell, deliver, and install onsite to Client the Third Party Hardware, if Client has purchased any.

2. Third Party Software.

As part of the SaaS Services set forth herein, Client shall receive access to the Third Party Software and related documentation for internal business purposes only. The Third Party Software rights shall be governed by the Third Party Terms.

3. Third Party Products Warranties.

- a) Tyler is authorized by each Developer to grant access to the Third Party Software.
- b) The Third Party Hardware shall be new and unused, and upon payment in full, Client shall receive free and clear title to the Third Party Hardware.
- c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the performance of the Third Party Products. Tyler hereby grants and passes through to Client any warranty that Tyler may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services.

Any Third Party Services purchased by Client shall be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with the Invoicing and Payment Policy and the Texas Prompt Payment Act.

SECTION F: INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment.

Tyler shall invoice Client the SaaS Fees and fees for other professional services in the Investment Summary per Tyler's Invoicing and Payment Policy, subject to paragraph 2 below.

2. Invoice Dispute.

- a) In the event Client believes products or services do not conform to the warranties delineated in this Agreement, Client shall provide written notice to Tyler within thirty (30) calendar days of receipt of the applicable invoice. The written notice must contain reasonable detail of the issues Client contends are in dispute so that Tyler can confirm the issue and respond to Client's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Client's notice to Tyler. Tyler shall work with Client, if necessary, to develop an action plan that outlines reasonable steps to be taken by the parties to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount(s) actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding

the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client shall remit full payment of the invoice.

- b) Any invoice not disputed as described above will be deemed accepted by Client, and will be paid in accordance with this Agreement and the Texas Prompt Payment Act. Tyler reserves the right to suspend delivery of all services in the event Client fails to pay undisputed invoices within fifteen (15) calendar days of notice of Tyler's intent to do so.

SECTION G: TERM; TERMINATION; FORCE MAJEURE

1. **Term.**

The initial term of this SaaS Agreement for SaaS Services shall be January 1, 2020 through December 31, 2022, unless terminated earlier as set forth below. The initial term of this Agreement for PACE services shall be February 1, 2020 through January 31, 2021, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement shall automatically renew for two (2) additional (1) year renewals at Tyler's then current SaaS/PACE Fees on Client's payment of the applicable renewal invoice. Tyler agrees that the SaaS Fees in years four (4) and five (5) shall not increase by more than five (5) percent from the fees paid by the Client in the third year of the initial term of the Agreement. The Client's right to access or use the Tyler Software and the SaaS/PACE Services shall terminate upon expiration of this Agreement.

2. **Non-Appropriation and Termination.** This Agreement may be terminated as set forth below. In the event of termination, Client shall pay Tyler for all undisputed fees and expenses related to the software, products, and/or services Client has received, or Tyler has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than Client's termination for cause must have been submitted as invoice disputes in accordance with Section F(2).

- a) **Failure to Pay SaaS Fees.** Client acknowledges that continued access to the SaaS Services is contingent upon Client's timely payment of SaaS Fees. If Client fails to timely pay the SaaS Fees, Tyler may discontinue the SaaS Services and deny Client's access to the Tyler Software. Tyler may also terminate this Agreement if Client does not cure such failure to pay within forty-five (45) days of receiving notice of Tyler's intent to terminate.
- b) **For Cause.** If Client believes Tyler has materially breached this Agreement, Client shall invoke the Dispute Resolution clause set forth in Section I, Subsection (3). Client may terminate this Agreement for cause in the event Tyler does not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I, Subsection (3).
- c) **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- d) **Non-Appropriation Clause.** If Client should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, Client may unilaterally terminate this Agreement upon thirty (30) days written notice to Tyler. Client shall not be entitled to a refund or offset of previously paid, but unused SaaS Fees. Client agrees to not use termination for lack of appropriations as a substitute for termination for convenience.

**SECTION H: INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION;
INDEMNIFICATION AND LIMITATION OF LIABILITY**

1. **Intellectual Property Infringement Indemnification.**

- a) **Tyler's Obligations.** Tyler shall defend and indemnify Client against any third party claim(s) that the Tyler Software or Documentation infringes that party's patent, copyright or trademark, or misappropriates its trade secrets, and will promptly pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.
- b) **Client's Obligations.** Tyler's obligations under this Section H(1) are contingent upon Client performing all of the following in connection with any claim as described herein:
 - i. Promptly notifying Tyler in writing of any such claim;
 - ii. Giving Tyler reasonable cooperation, information, and assistance in connection with the claim; and
 - iii. Consenting to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.
- c) **Exceptions to Tyler's Obligations.** Tyler's obligations under this Section H(1) shall not apply to the extent the claim or adverse final judgment is based on Client's use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties or Client's willful infringement. If a court of competent jurisdiction determines corrections, modifications, alterations or enhancements to the Tyler Software made by Client were a contributing cause of the infringement or misappropriation, Tyler may, at its expense and without obligation to do so, either (a) procure for Client the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case Client shall stop running the allegedly infringing Tyler Software immediately. Alternatively, Tyler may decide to litigate the claim to judgment, in which case Client may continue to use the Tyler Software consistent with the terms of this Agreement.
- d) **Remedy.**
 - i. If an infringement or misappropriation claim is fully litigated and Client's use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgement (or settlement to which Tyler consents), Tyler will, at its option either:
 - (a) Procure the right to continue its use;
 - (b) Modify it to make it non-infringing; or
 - (c) Replace it with a functional equivalent.
 - ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

2. General Indemnification.

- a) Tyler shall indemnify and hold harmless Client and Client's agents, officials and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by Tyler's negligence or willful misconduct; or (b) Tyler's violation of PCI-DSS requirements or a law applicable to Tyler's performance under this Agreement. Client must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. Client agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense.
- b) To the extent permitted by applicable law, Client shall indemnify and hold harmless Tyler and Tyler's agents, officials and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage arising from Client's negligence or willful misconduct; or (b) Client's violation of a law applicable to Client's performance under this Agreement. Tyler shall notify Client promptly in writing of the claim and shall give Client sole control over its defense or settlement. Tyler agrees to provide Client with reasonable assistance, cooperation and information in defending the claim at Client's expense.

3. Disclaimer.

EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Limitation of Liability.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, TYLER'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO CLIENT'S ACUTAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION G(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OR AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLIAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. Exclusion of Certain Damages.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance.

During the course of performing services under this Agreement, Tyler agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. Tyler shall add Client as an additional insured to Tyler's Commercial General Liability and Automobile Liability policies, which shall automatically add Client as an additional insured to Tyler's Excess/Umbrella Liability policy as well. Tyler shall provide Client with copies of certificates of insurance upon Client's written request.

SECTION I: GENERAL TERMS AND CONDITIONS

1. Additional Products and Services.

Client may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, Client may purchase additional products and services at Tyler's then-current list price, also by executing a mutually agreed upon addendum. The terms of this Agreement shall control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items.

Pricing for any listed optional products and services in the Investment Summary shall be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution.

The parties 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.

In the event of a claim or dispute arising under this Agreement, the parties agree to mutually develop and pursue a dispute resolution process and will use reasonable efforts to efficiently address and resolve the claim or dispute through such dispute resolution process. Failing resolution, the parties may pursue remedies available to them pursuant to this Agreement or at law or in equity.

4. Taxes.

The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. City is a tax-exempt entity, and shall provide Tyler with City's tax-exempt certificate. In the event Client loses its tax-exempt status, Tyler will pay all applicable taxes to the proper authorities and Client will reimburse Tyler for such taxes. If Client has a valid direct-pay permit, Client agrees to provide Tyler with a copy. For clarity, Tyler is responsible for paying its income taxes, both federal and state, as applicable, arising from Tyler's performance of this Agreement.

5. Nondiscrimination.

Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Tyler shall post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify.

Tyler has complied, and shall continue to comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of Tyler's employees assigned to Client's project.

7. Subcontractors.

Tyler shall not subcontract any services under this Agreement without Client's prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment.

This Agreement shall be binding on, and shall be for the benefit of, either Client's or Tyler's successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, Client's consent is not required for an assignment by Tyler as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Tyler's assets.

9. Force Majeure.

Except for Client's payment obligations, neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries.

This Agreement is entered into solely for the benefit of Tyler and Client. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment.

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by Client, if any, are for Client's internal administrative purposes only, and the terms and conditions contained in those purchase orders shall have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability.

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver.

In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor.

Tyler is an independent contractor for all purposes under this Agreement.

15. Notices.

All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

The addresses of the parties to this Agreement are as follows:

To Tyler:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

To City:

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

with copy to:

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

16. Client Lists.

Client agrees that Tyler may identify Client by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality.

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights of private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:

- a) Is in the public domain, either at the time of the disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- b) A party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- c) A party receives from a third party who has a right to disclose it to that party; or
- d) Is subject to the Public Information Act, Chapter 552 of the Texas Government Code (hereinafter, the "Public Information Act"). Tyler expressly acknowledges its understanding that City is subject to the Public Information Act, and its awareness and agreement that City will respond to information requests in accordance with the Act. In accordance with the Public Information Act, Client shall make a good faith effort to inform Tyler of any requests for Tyler trade secret information, including without limitation, information in which Tyler holds a proprietary interest.

18. Business License.

In the event a local business license is required for Tyler to perform services hereunder, Client shall promptly notify Tyler and provide Tyler with the necessary paperwork and/or contact information so that Tyler may timely obtain such license.

19. Governing Law, Jurisdiction and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, and jurisdiction and venue for any action shall lie in Williamson County, Texas.

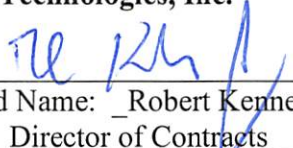
20. Multiple Originals and Authorized Signatures.

This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.

By: 
Printed Name: Robert Kennedy-Jensen
Title: Director of Contracts
Date Signed: January 30, 2020

City of Round Rock, Texas

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

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Jeff Keller
 Date: 11/4/2019
 Quote Expiration: 4/4/2020
 Quote Name: City of Round Rock-ERP-SaaS Renewal - 3 Year Renewal
 Quote Number: 2019-94883
 Quote Description:

Sales Quotation For

City of Round Rock
 Suite 221
 221 E Main Street
 Round Rock, TX 78664-5299
 Phone +1 (512) 218-5400

SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
Additional:					
Accounting/GL/Budget/AP	3.0	\$50,426.00	0	\$0.00	\$0.00
Capital Assets	3.0	\$15,253.00	0	\$0.00	\$0.00
Purchase Orders	3.0	\$15,123.00	0	\$0.00	\$0.00
Project & Grant Accounting	3.0	\$11,467.00	0	\$0.00	\$0.00
Requisitions	3.0	\$10,719.00	0	\$0.00	\$0.00
Risk Management	3.0	\$11,467.00	0	\$0.00	\$0.00
Cash Management	3.0	\$10,719.00	0	\$0.00	\$0.00
Contract Management	3.0	\$6,919.00	0	\$0.00	\$0.00
BMI Asset Track Interface	3.0	\$2,385.00	0	\$0.00	\$0.00
Payroll w/ESS	3.0	\$14,808.00	0	\$0.00	\$0.00
HR Management	3.0	\$7,259.00	0	\$0.00	\$0.00
Recruiting	3.0	\$3,460.00	0	\$0.00	\$0.00
Professional Development	3.0	\$4,115.00	0	\$0.00	\$0.00
General Billing	3.0	\$6,290.00	0	\$0.00	\$0.00
Accounts Receivable	3.0	\$13,865.00	0	\$0.00	\$0.00

SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
Tyler Content Manager SE	3.0	\$18,896.00	0	\$0.00	\$0.00
Role Tailored Dashboard	3.0	\$10,405.00	0	\$0.00	\$0.00
Munis Office	3.0	\$10,405.00	0	\$0.00	\$0.00
Tyler Reporting Services	3.0	\$12,606.00	0	\$0.00	\$0.00
TCM Auto Indexing & Redaction	3.0	\$3,145.00	0	\$0.00	\$0.00
TCM Web License	3.0	\$3,145.00	0	\$0.00	\$0.00
eProcurement	3.0	\$10,719.00	0	\$0.00	\$0.00
Tyler Forms Processing	3.0	\$8,491.00	0	\$0.00	\$0.00
Maplink GIS Integration	3.0	\$12,960.00	0	\$0.00	\$0.00
Central Property File	3.0	\$2,301.00	0	\$0.00	\$0.00
Tyler Cashiering	3.0	\$36,131.00	0	\$0.00	\$0.00
IVR Gateway	3.0	\$10,604.00	0	\$0.00	\$0.00
UB Meter Reader Interface	3.0	\$10,368.00	0	\$0.00	\$0.00
Utility Billing CIS	3.0	\$32,204.00	0	\$0.00	\$0.00
TOTAL:		\$366,655.00	0	\$0.00	\$0.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
PACE-10	\$0.00	0	\$0.00	\$0.00	\$0.00	\$9,214.00
TOTAL:	\$0.00	0	\$0.00	\$0.00	\$0.00	\$9,214.00

Summary	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$366,655.00
Total Tyler Software	\$0.00	\$9,214.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$0.00	\$375,869.00

Summary	One Time Fees	Recurring Fees
Contract Total	\$1,109,179.00	

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Implementation	8	\$175.00	\$0.00	\$1,400.00
Investment Assessment - Financials	16	\$160.00	\$0.00	\$2,560.00
Investment Assessment - PR/HR	16	\$160.00	\$0.00	\$2,560.00
Investment Assessment - Revenue	16	\$160.00	\$0.00	\$2,560.00
Investment Assessment Write Up - Financials	8	\$160.00	\$0.00	\$1,280.00
Investment Assessment Write Up - PR/HR	8	\$160.00	\$0.00	\$1,280.00
Investment Assessment Write Up - Revenue	8	\$160.00	\$0.00	\$1,280.00
TOTAL:				\$12,920.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

The Munis SaaS fees are based on 125 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.

PACE - 10: Includes 10 training days and 3 connect passes. Implementation days expire within one year of the order date and can only be utilized on live modules.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **PACE Fees.** PACE fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual PACE fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual PACE fees will be at our then-current rates.
3. **Other Tyler Software and Services.**
 - 3.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 3.2 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 3.3 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary.
4. **Third Party Products.**
 - 4.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
 - 4.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.



4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add **more than three hours to the employee's total trip duration** and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the **employee's total trip duration**, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall **not be reimbursed for "Basic Economy Fares"** because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. **Service Availability**

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error



Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
End User License Agreement

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTENTION: THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY ECLIPSE CORPORATION WSL, INC. (Eclipse Corporation) AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("Agreement" or "EULA") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "You") and Eclipse Corporation WSL, Inc. referred to in this EULA as Eclipse Corporation, for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "Software"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

- 1.1 In this Agreement a "License Key" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation, designed to provide unlocked access to the Software and its functionality.
- 1.2 **Evaluation License.** Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "Evaluation Period"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that Eclipse Corporation will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
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 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
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7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

- 7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

- 8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.
- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
- 8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.
- 8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017

City of Round Rock and Tyler Technologies
Munis System
Total Contract Amount Calculation

Item #	Description	(1) Cost Per Year
1	Accountin /GL/Budget/AP	\$ 50,426.00
2	Capital Assets	\$ 15,253.00
3	Purchase Orders	\$ 15,123.00
4	Project & Grant Accounting	\$ 11,467.00
5	Requisitions	\$ 10,719.00
6	Risk Management	\$ 11,467.00
7	Cash Management	\$ 10,719.00
8	Contract Management	\$ 6,919.00
9	BMI Asset Track Interface	\$ 2,385.00
10	Payroll w/ESS	\$ 14,808.00
11	HR Management	\$ 7,259.00
12	Recruiting	\$ 3,460.00
13	Professional Devlopment	\$ 4,115.00
14	General Billing	\$ 6,290.00
15	Accounts Receivable	\$ 13,865.00
16	Tyler Content Manager SE	\$ 18,896.00
17	Role Tailloed Dashboard	\$ 10,405.00
18	Munis Office	\$ 10,405.00
19	Tyler Reporting Services	\$ 12,606.00
20	TCM Auto Indexing & Redaction	\$ 3,145.00
21	TCM Web License	\$ 3,145.00
22	eProcurement	\$ 10,719.00
23	Tyler Forms Processing	\$ 8,491.00
24	Maplink GIS Integration	\$ 12,960.00
25	Central Process File	\$ 2,301.00
26	Tyler Cashiering	\$ 36,131.00
27	IVR Gateway	\$ 10,604.00
28	UB Meter Reader Interface	\$ 10,368.00
29	Utility Billing CIS	\$ 32,204.00
	Total	\$ 366,655.00

(1) Annual Recurring Fees

(2) For calculation purposes the Year 4 and Year 5 Renewal assumes a 5% increase,

30	PACE-10	\$ 9,214.00
	Optional Other Services	Estimated Quantity Per Year - Actual Orders May Vary

Implementation	16
Investment Assessment-Financials	16
Investment Assessment-PR/HR	16
Investment Assessment-Revenue	8
Investment Assessment Write Up-Financials	8
Investment Assessment Write Up- PR/HR	8
Investment Assessment Write Up-Revenue	8
Annual Total for Optional Services	
Optional Services (Total for 5 Years)	

Total Not to Exceed Contract Amount Calculation

Cost for 3 Years	(2) Cost Year 4 Renewal	(2) Cost Year 5 Renewal
\$ 151,278.00	\$ 52,947.30	\$ 55,594.67
\$ 45,759.00	\$ 16,015.65	\$ 16,816.43
\$ 45,369.00	\$ 15,879.15	\$ 16,673.11
\$ 34,401.00	\$ 12,040.35	\$ 12,642.37
\$ 32,157.00	\$ 11,254.95	\$ 11,817.70
\$ 34,401.00	\$ 12,040.35	\$ 12,642.37
\$ 32,157.00	\$ 11,254.95	\$ 11,817.70
\$ 20,757.00	\$ 7,264.95	\$ 7,628.20
\$ 7,155.00	\$ 2,504.25	\$ 2,629.46
\$ 44,424.00	\$ 15,548.40	\$ 16,325.82
\$ 21,777.00	\$ 7,621.95	\$ 8,003.05
\$ 10,380.00	\$ 3,633.00	\$ 3,814.65
\$ 12,345.00	\$ 4,320.75	\$ 4,536.79
\$ 18,870.00	\$ 6,604.50	\$ 6,934.73
\$ 41,595.00	\$ 14,558.25	\$ 15,286.16
\$ 56,688.00	\$ 19,840.80	\$ 20,832.84
\$ 31,215.00	\$ 10,925.25	\$ 11,471.51
\$ 31,215.00	\$ 10,925.25	\$ 11,471.51
\$ 37,818.00	\$ 13,236.30	\$ 13,898.12
\$ 9,435.00	\$ 3,302.25	\$ 3,467.36
\$ 9,435.00	\$ 3,302.25	\$ 3,467.36
\$ 32,157.00	\$ 11,254.95	\$ 11,817.70
\$ 25,473.00	\$ 8,915.55	\$ 9,361.33
\$ 38,880.00	\$ 13,608.00	\$ 14,288.40
\$ 6,903.00	\$ 2,416.05	\$ 2,536.85
\$ 108,393.00	\$ 37,937.55	\$ 39,834.43
\$ 31,812.00	\$ 11,134.20	\$ 11,690.91
\$ 31,104.00	\$ 10,886.40	\$ 11,430.72
\$ 96,612.00	\$ 33,814.20	\$ 35,504.91
\$ 1,099,965.00	\$ 384,987.75	\$ 404,237.14

actual amount of increase may be less (3% to 5%)

\$ 27,642.00	\$ 9,674.70	\$ 10,158.44
Unit Price		

\$	160.00	\$	2,560.00	
\$	160.00	\$	2,560.00	
\$	160.00	\$	2,560.00	
\$	160.00	\$	1,280.00	
\$	160.00	\$	1,280.00	
\$	160.00	\$	1,280.00	
\$	160.00	\$	1,280.00	
		\$	12,800.00	

Total Contract Amount Calculation

\$	1,889,189.89
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\$ 47,475.14

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\$	64,000.00
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\$	2,000,665.02
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City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute a Standard Form of Agreement between Owner and Contractor with PM Construction & Rehab, LLC dba IPR South Central for the Wastewater Collection System Pipe Bursting Rehabilitation 2020 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$1,443,120.25

Indexes: Self-Financed Wastewater Construction

Attachments: Resolution, Quote, Form 1295, Map

Department: Utilities and Environmental Services

Text of Legislative File 2020-0030

The City is required to continue our Wastewater Collection System Rehabilitation program to comply with the Texas Commission the Environmental Quality's Edwards Aquifer Recharge Zone Protection Program. This program requires that the City inspect the wastewater collection system that is located over the Edwards Aquifer every five years and rehabilitate any identified defects in the system. The elimination of defects will not only help to protect the Edwards Aquifer from contamination, but will also reduce inflow and infiltration of ground water and surface water entering the City's wastewater collection system, thereby reducing the City's treatment cost. The City has completed the inspection of four sub-basins to determine areas that require rehabilitation for this project.

The City will perform the work in sub-basins BC-08, BC-21, BC-22Z, and OC-24Z (Egger Acres Subdivision). This construction contract is based on the developed construction plans and specifications to rehabilitate the wastewater collection system in a portion of these sub-basins. The project includes pipe bursting 11,390 linear feet of existing 6-inch wastewater line with 8-inch High-density Polyethylene Pipe(HDPE) wastewater line and pipe burst 3,750 linear of existing 8-inch wastewater line with 8-inch HDPE wastewater line.

The City is requesting a BuyBoard contract with PM Construction & Rehab, LLC for a total value of \$1,443,120.25.

Cost: \$1,443,120.25

Source of Funds: Self-Financed Wastewater Construction

RESOLUTION NO. R-2020-0030

WHEREAS, the City of Round Rock (“City”) desires to continue the Wastewater Collection System Pipe Bursting Rehabilitation Project (“Project”) in compliance with the Texas Commission of Environmental Quality’s Edwards Aquifer Recharge Zone Protection Program; and

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

WHEREAS, PM Construction & Rehab, LLC dba IPR South Central is an approved vendor of the Buy Board; and

WHEREAS, the City Council now wishes to enter into a “Standard Form of Agreement Between Owner and Contractor” with PM Construction & Rehab, LLC dba IPR South Central for the Project, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a “Standard Form of Agreement between Owner and Contractor” with PM Construction & Rehab, LLC dba IPR South Central.

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

RESOLVED this 13th day of February, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



November 18, 2019

City of Round Rock
Attn: Eddie Zepata
2008 Enterprise Dr
Round Rock, Texas

Bid Proposal: Basin 2 & 3, Cycle 3-Wastewater PB
Round Rock, Texas
Pipe Bursting Replacement

BuyBoard Contract # 555-18

Dear Bidder,

PM Construction is pleased to offer the following proposal pricing to provide pipe bursting (PB) replacement services of the 8-Inch sanitary sewer lines for the above referenced project. Our proposal is based on the documents provided by City of Round Rock. This pricing includes providing all labor, material, supervision, and equipment necessary to complete the scope of work as listed below.

Scope of work performed by PM Construction:

- Provide pre-work submittals.
- PM Construction will perform pre-rehab CCTV & cleaning (normal only). Two-wheel drive vehicle access to manholes is required for this work.
- PB replacement to utilize DR 19 HDPE for replacement pipe, utilizing pneumatic bursting methods only. All excavations will be backfilled with previously excavated material.
- Reinstatement of service laterals to PB mains will be made utilizing saddles with stainless steel bands and reconnecting to the existing lateral.
- Pricing is based on completing diameters & associated quantities as listed in this proposal's schedule of values. Any change in overall or segmental length, host pipe diameters, host pipe material, replacement material or thickness could result in pricing changes.
- Demobilize all construction equipment and clean-up of all identifiable debris generated by PM Construction crew(s).

IPR SC proposes to complete the above scope of services for the prices listed below:

Item No.	Description	Qty	Unit	Unit Price	Total
P13	Travel and Mobilization- TML Region 13 (Austin)	6	EA	\$ 6,000.00	\$ 36,000.00
4902	FOREMAN - REGULAR (Pre-Site Inspection)	67	HR	\$ 30.00	\$ 2,010.00
4911	Barricades, Signs, and Traffic Handling (per setup)	1	EA	\$ 3,500.00	\$ 3,500.00
4915	SWPPP	1	EA	\$ 2,500.00	\$ 2,500.00
204	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	3,210	LF	\$ 55.00	\$ 176,550.00
205	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	11,930	LF	\$ 60.00	\$ 715,800.00
401	Sewer Main Television Inspection (8" through 15" Diameter)	15,140	LF	\$ 4.00	\$ 60,560.00
409	Sewer Main Cleaning - Normal (8" through 15" Diameter)	15,141	LF	\$ 4.00	\$ 60,564.00
451	6" - 12" Post TV Inspection After Rehabilitation	15,142	LF	\$ 5.00	\$ 75,710.00
1201	External reconnect (0'- 8' deep) up to 5 linear feet	125	EA	\$ 920.00	\$ 115,000.00
1206	Extra length service connection over 5 linear feet	1,100	LF	\$ 40.00	\$ 44,000.00
1207	Remove and replace or install cleanout	125	EA	\$ 1,850.00	\$ 231,250.00
1207D	DISCOUNT Item #1207- Remove and replace or install cleanout	125	EA	\$ (686.75)	\$ (85,843.75)
1711	Repair/Rehab wooden fence with new	150	LF	\$ 36.80	\$ 5,520.00
					\$1,443,120.25

This pricing does **not** include the cost for the following:

- Prevailing wages.
- Heavy pipe cleaning, including but not limited to grease, roots, tuberculation removal, mechanical cleaning, debris disposal, dump site, etc.
- Dewatering, grouting, vibration monitoring, point repairs (internal or open cut), new installation, etc. to be handled by Others if required.
- Bypass pumping outside of (1) 4" trash pump & 500' of lay flat discharge hose.
- Testing of any kind.
- Changes in pipe diameter, quantities, host pipe material, replacement pipe material, or lengths (overall or segmental), curing or bursting methods will result in pricing changes. Static bursting is NOT included in this proposal. Bursting cast iron (CI) or ductile iron (DI) mains is NOT included in this proposal.
- Locating of buried manholes or Owner right of way by Others (if required).
- Haul off of unsuitable excavated materials or suitable replacement material hauled in.
- Rock excavation or blasting.
- Any work not specifically detailed in this proposal.
- Pricing firm for 30 days from date of this proposal.

Thank you for the opportunity to offer you this proposal. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
PM Construction
Collis Parish / Justin Mouton
Business Development

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.

PM Construction & Rehab, LLC dba IPR South Central
Pasadena, TX United States

Certificate Number:
2020-575847

Date Filed:
01/10/2020

Date Acknowledged:

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

City of Round Rock, TX

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

000000
Basin 2 & 3, Cycle 3-Wastewater PB BuyBoard Contract # 555-18

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	IPR AcquisitionCo, Inc.	Conyers, GA United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Christian Abels, and my date of birth is [REDACTED].

My address is 131 N. Richey St., Pasadena, TX, 77506, USA.
(street) (city) (state) (zip code) (country)

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

Subscribed at Harris County, State of Texas, on the 10th day of January, 2020.
(month) (year)

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



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Date: 1/27/2020



WASTEWATER COLLECTION SYSTEM PIPEBURSTING REHABILITATION 2020





City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute a Contract with PM Construction & Rehab, LLC dba IPR South Central for the Lake Creek 10 and 11 Wastewater Improvements Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$591,935.00

Indexes: Self-Financed Wastewater Construction

Attachments: Resolution, Bid tab and Award Recommendation, Map, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2020-0029

In the City's Wastewater Master Plan, it identified two sections of the Lake Creek 10 and Lake Creek 11 wastewater collection lines which are required to be upsized to meet the capacity needs for these lines at buildout. The construction of a few higher density developments has resulted in the need to upsize these sections of lines at this time. The Lake Creek 10 wastewater line improvements will upsize approximately 1,400 linear feet (LF) of existing 10-inch wastewater line to 12-inches in diameter and Lake Creek 11 wastewater line upsize approximately 2,700 LF of existing 8-inch wastewater line to 10-inches and 12-inches in diameter.

On August 9, 2018, City Council awarded a professional engineering services agreement with Kimley-Horn and Associates, Inc., to perform the engineering services for design, bidding, and construction phase services to upsize these wastewater collection system lines.

On January 15, 2020, three bids were received by the City and the lowest bid in the amount of \$591,935 was submitted by PM Construction & Rehab, LLC.

Cost: \$591,935.00

Source of Funds: Self-Financed Wastewater Construction

RESOLUTION NO. R-2020-0029

WHEREAS, the City of Round Rock has duly advertised for bids for the Lake Creek 10 and 11 Wastewater Improvements Project; and

WHEREAS, PM Construction & Rehab, LLC dba IPR South Central has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of PM Construction & Rehab, LLC dba IPR South Central, 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 PM Construction & Rehab, LLC dba IPR South Central for the Lake Creek 10 and 11 Wastewater Improvements Project.

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

RESOLVED this 13th day of February, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



January 15, 2020

Mr. Eddie Zapata
City of Round Rock
3400 Sunrise Road
Round Rock, Texas 78665

Re: Lake Creek 10 and 11 Wastewater Improvements
KHA No. 063895109

Dear Eddie:

On January 15, 2020, the City of Round Rock received a total of three (3) bids for the Lake Creek 10 and 11 Wastewater Improvements project. A summary of the bids is provided in the table below:

Firm	Total Base Bid
PM Construction & Rehab, LLC dba IPR South Central	\$ 591,935.00
Patin Construction	\$ 1,393,175.00
National Power Rodding Corp.	\$ 1,442,486.85

Upon review of each bid for accuracy and completeness, PM Construction & Rehab, LLC dba IPR South Central appears to be the lowest responsive bidder. As such, we recommend awarding the contract to PM Construction & Rehab, LLC dba IPR South Central in the amount of \$591,935.00.

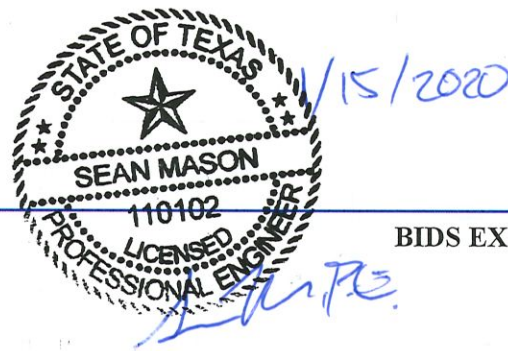
If you have any questions or comments, please call me at (512) 646-2237.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.
TBPE No. F-928

Sean Mason, P.E.

Attachment – Bid Tab



THE CITY OF ROUND ROCK
Utilities & Environmental Services
 3400 Sunrise Dr
 Round Rock, Texas 78664

BIDS EXTENDED AND CHECKED

BY : Sean Mason, P.E.
 DATE : 1/15/2020

BID TABULATION

CONTRACT : Lake Creek 10 and 11 Wastewater Improvements				PM Construction & Rehab, LLC IPR South Central 131 North Richey Street Pasadena, TX 77506		Patin Construction 3800 W 2nd St Taylor, TX 76574		National Power Rodding Corp. 9810 FM 969 Austin, TX 78724	
LOCATION : Round Rock, Texas				Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes	
DATE: 1/15/2020				Addendum(s)? N/A		Addendum(s)? N/A		Addendum(s)? N/A	
				Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes	
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	HOT MIX ASPHALTIC CONCREET PAVEMENT REPAIR	60	SY	\$90.00	\$5,400.00	\$250.00	\$15,000.00	\$139.15	\$8,349.00
2	CONCRETE DRAINAGE REPAIR	30	SY	\$85.00	\$2,550.00	\$100.00	\$3,000.00	\$419.75	\$12,592.50
3	P.C. CONCRETE CURB AND GUTTER (EXCAVATING)	120	LF	\$40.00	\$4,800.00	\$25.00	\$3,000.00	\$51.57	\$6,188.40
4	NEW P.C. CONCRETE SIDEWALKS TO 4" THICKNESS, INCLUDING REMOVAL OF EXISTING SIDEWALK	2350	SF	\$42.50	\$99,875.00	\$10.00	\$23,500.00	\$12.65	\$29,727.50
5	P.C. CONCRETE DRIVEWAY REPAIR, (EXCAVATION, MATCH	150	SY	\$90.00	\$13,500.00	\$75.00	\$11,250.00	\$253.00	\$37,950.00
6	BORING 24" STEEL PIPE, INCLUDING BORE PITS, EXCAVATION, AND BACKFILL	60	LF	\$425.00	\$25,500.00	\$600.00	\$36,000.00	\$1,238.55	\$74,313.00
7	CONCRETE ENCASEMENT FOR 12" DIA. PIPE	150	LF	\$30.00	\$4,500.00	\$40.00	\$6,000.00	\$62.10	\$9,315.00
8	MINOR MANHOLE ADJUSTMENT AND INTERIOR LINING PER DETAL WW-01, 4' DIA.	1	EA	\$3,250.00	\$3,250.00	\$500.00	\$500.00	\$3,644.75	\$3,644.75
9	REMOVAL OF EXISTING MANHOLE, 4' DIA.	10	EA	\$2,850.00	\$28,500.00	\$1,500.00	\$15,000.00	\$3,467.80	\$34,678.00
10	NEW MANHOLE CONSTRUCTION, 4' EA	14	EA	\$5,250.00	\$73,500.00	\$11,000.00	\$154,000.00	\$13,535.90	\$189,502.60

THE CITY OF ROUND ROCK
Utilities & Environmental Services

3400 Sunrise Dr
 Round Rock, Texas 78664

BIDS EXTENDED AND CHECKED

BY : Sean Mason, P.E.
 DATE : 1/15/2020

BID TABULATION

CONTRACT : Lake Creek 10 and 11 Wastewater Improvements				PM Construction & Rehab, LLC IPR South Central 131 North Richey Street Pasadena, TX 77506		Patin Construction 3800 W 2nd St Taylor, TX 76574		National Power Rodding Corp. 9810 FM 969 Austin, TX 78724	
LOCATION : Round Rock, Texas									
DATE: 1/15/2020				Statement of Safety? Yes Addendum(s)? N/A		Statement of Safety? Yes Addendum(s)? N/A		Statement of Safety? Yes Addendum(s)? N/A	
				Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes	
11	DROP MANHOLE, 4' DIA.	1	EA	\$5,750.00	\$5,750.00	\$12,500.00	\$12,500.00	\$16,346.60	\$16,346.60
12	TRENCH SAFETY SYSTEMS (ALL DEPTHS)	2050	LF	\$1.00	\$2,050.00	\$3.00	\$6,150.00	\$11.50	\$23,575.00
13	PIPE, 12" DIA. SDR-26 PVC INSTALLED IN 24" STEEL ENCASEMENT WITH SPACERS, WW	60	LF	\$97.50	\$5,850.00	\$300.00	\$18,000.00	\$80.50	\$4,830.00
14	PIPE, 12" DIA. SDR-26 PVC (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, WW	310	LF	\$85.00	\$26,350.00	\$100.00	\$31,000.00	\$236.90	\$73,439.00
15	PIPE, 15" DIA. SDR-26 PVC (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL, WW	185	LF	\$105.00	\$19,425.00	\$135.00	\$24,975.00	\$261.05	\$48,294.25
16	INSPECTION - PRE CONSTRUCTION TV, WW	3160	LF	\$4.50	\$14,220.00	\$2.00	\$6,320.00	\$10.00	\$31,600.00
17	INSPECTION - POST CONSTRUCTION CLEANING AND	3690	LF	\$1.25	\$4,612.50	\$2.00	\$7,380.00	\$5.00	\$18,450.00
18	INSTALLING OR RECONNECTING LATERAL SERVICE TO REPLACED PIPE (4" DIA. SERVICE) IN (10" DIA. PIPE)	5	EA	\$645.00	\$3,225.00	\$5,000.00	\$25,000.00	\$1,105.15	\$5,525.75
19	OPEN CUT - REHAB/INSTALL OF 12" SEWER LINE (INCLUDING BYPASS PUMPING)	350	LF	\$175.00	\$61,250.00	\$200.00	\$70,000.00	\$150.00	\$52,500.00

THE CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Dr
Round Rock, Texas 78664

BIDS EXTENDED AND CHECKED

BY : Sean Mason, P.E.
DATE : 1/15/2020

BID TABULATION

CONTRACT : Lake Creek 10 and 11 Wastewater Improvements				PM Construction & Rehab, LLC IPR South Central 131 North Richey Street Pasadena, TX 77506		Patin Construction 3800 W 2nd St Taylor, TX 76574		National Power Rodding Corp. 9810 FM 969 Austin, TX 78724	
LOCATION : Round Rock, Texas									
DATE: 1/15/2020									
				Statement of Safety? Yes Addendum(s)? N/A		Statement of Safety? Yes Addendum(s)? N/A		Statement of Safety? Yes Addendum(s)? N/A	
				Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes	
20	NATIVE GRASSLAND SEEDING AND PLANTING	2050	SY	\$2.35	\$4,817.50	\$2.00	\$4,100.00	\$1.15	\$2,357.50
21	STABILIZED CONSTRUCTION ENTRANCE	7	EA	\$1,550.00	\$10,850.00	\$1,500.00	\$10,500.00	\$1,345.50	\$9,418.50
22	SILT FENCE FOR EROSION	2400	LF	\$1.50	\$3,600.00	\$2.50	\$6,000.00	\$3.45	\$8,280.00
23	TOTAL MOBILIZATION	1	LS	\$15,000.00	\$15,000.00	\$69,000.00	\$69,000.00	\$99,187.50	\$99,187.50
24	WOOD FENCE	70	LF	\$15.00	\$1,050.00	\$50.00	\$3,500.00	\$43.70	\$3,059.00
25	BARRICADES, SIGNS, AND TRAFFIC HANDLING	3	MO	\$3,000.00	\$9,000.00	\$2,000.00	\$6,000.00	\$20,000.00	\$60,000.00
26	PIPE BURST - 8" TO 10" HDPE IPS DR19 (INCLUDING BYPASS	530	LF	\$42.00	\$22,260.00	\$250.00	\$132,500.00	\$195.45	\$103,588.50
27	PIPE BURST - 8" TO 12" HDPE IPS DR11 (INCLUDING BYPASS	1820	LF	\$50.00	\$91,000.00	\$275.00	\$500,500.00	\$202.35	\$368,277.00
28	PIPE BURST - 10" TO 12" HDPE IPS DR19 (INCLUDING BYPASS PUMPING), WW	550	LF	\$55.00	\$30,250.00	\$350.00	\$192,500.00	\$195.45	\$107,497.50
TOTAL:					\$591,935.00		\$1,393,175.00		\$1,442,486.85

Indicates a correction in the cost due to an error on the Contractor's Bid



Date: 7/20/2018



LAKE CREEK 10 & 11 WASTEWATER IMPROVEMENTS



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.

PM Construction & Rehab, LLC dba IPR South Central
Pasadena, TX United States

Certificate Number:
2020-575847

Date Filed:
01/10/2020

Date Acknowledged:

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

City of Round Rock, TX

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

000000
Basin 2 & 3, Cycle 3-Wastewater PB BuyBoard Contract # 555-18

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	IPR AcquisitionCo, Inc.	Conyers, GA United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Christian Abels, and my date of birth is [REDACTED].

My address is 131 N. Richey St., Pasadena, TX, 77506, USA
(street) (city) (state) (zip code) (country)

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

Witnessed by Harris County, State of Texas, on the 10th day of January, 2020.
(month) (year)

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





City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution authorizing the Mayor to execute an Easement Purchase Agreement with Greg and Kimberly Attwood for the purchase of (1) subsurface raw water line easement, and (2) a temporary monitoring well easement required for construction of the proposed Brushy Creek Regional Utility Authority Phase 2 water intake project.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director: Michael Thane, Utilities & Environmental Services Director

Cost: \$54,306.00

Indexes: Regional Water Fund

Attachments: Resolution, Exhibit A, Maps

Department: Utilities and Environmental Services

Text of Legislative File 2020-0031

The original appraised value for acquisition of these property interests was \$21,548. After additional negotiation the current purchase contract price of \$54,306 was recommended for approval by the BCRUA oversight committee, and the full BCRUA board. The purchase price includes \$4,306 in additional compensation for installation of a gate and tree clearing for access to the monitoring well which was not in the original offer (bids provided by owner), along an agreed path which was negotiated with the owner and approved by the BCRUA engineers.

Cost: \$54,306.00

Source of Funds: Regional Water Fund

RESOLUTION NO. R-2020-0031

WHEREAS, the City of Round Rock (“City”) desires to purchase (1) a subsurface raw water line easement interest in and under four tracts of land totaling 2.149 acres, and (2) a temporary monitoring well easement interest in and to 25 square feet of land, all of which are required for construction of the proposed Brushy Creek Regional Utility Authority Phase 2 water intake project (Parcels 1, 2, 16, 106, MW); and

WHEREAS, Greg Attwood, Individually and as Trustee, and Kimberly Attwood, the owners of the Property, have agreed to sell said Property to the City, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Easement Purchase Agreement with Greg Attwood, Individually and as Trustee, and Kimberly Attwood, a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 13th day of February, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

Easement Purchase Agreement

This contract to buy and sell real property interests is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract.

Seller: Greg Attwood, Individually and as Trustee, and Kimberly Attwood

Address: 8015 Sharon Dr.

Leander, Texas 78641

Phone: c/o Nick Laurent, Attorney (512) 478-4995

Buyer: City of Round Rock, a Texas home rule city

Address: 221 E. Main St.

Round Rock, TX 78664

Williamson County

Easement Property:

(1) Subsurface raw water line easement interest in and to those certain four tracts of land consisting of 0.388 acre, more or less, out of the John Stewart Survey, Abstract 735, in Travis County, Texas (Parcel 1); 0.018 acre, more or less, out of the John Stewart Survey, Abstract 735, Travis County, Texas (Parcel 2); 1.249 acres, more or less, out of the John Stewart Survey, Abstract 735 and the Rusk Transportation Survey, Abstract 681, Travis County, Texas (Parcel 16); and 0.494 acre, more or less, out of the John Stewart Survey, Abstract 735, Travis County, Texas (Parcel 106); all being more particularly described by metes and bounds and sketch in Exhibits "A-D", attached hereto and incorporated herein for all purposes.

(2) Temporary monitoring well easement interest in and to 25 square feet of land located in the Rusk Transportation Survey, Abstract 81, Travis County, Texas (Parcel MW); being more particularly described by metes and bounds and sketch in Exhibit "E"; collectively the "Easement Property"

Title Company: Texas National Title

Escrow Agent: Katie Deason

Address: 305 Denali Pass Drive, Suite A
Cedar Park, Texas 78613

Phone: (512) 337-0300

Fax: (512) 853-5810

E-mail: Katie.Deason@TexasNationalTitle.com

Purchase Price:

\$ 54,306.00

County for Performance: Travis County, Texas

A. Closing Documents

A.1. At Closing, Seller will deliver the following items:

Subsurface Raw Water Line Easement &
Temporary Monitoring Well Easement, in the form as described and attached hereto.

A.2. At Closing, Buyer will deliver the following items:

Balance of Purchase Price

The documents listed in this section A are collectively known as the "Closing Documents."

B. Exhibits

The following are attached to and are made a part of this contract:

Exhibit F - Subsurface Raw Water Line Easement
Exhibit G - Temporary Monitoring Well Easement

C. Purchase and Sale of Property Interests and Additional Consideration

Purchase and Sale Agreement. Seller agrees to sell and convey the Easement Property to Buyer and to construct the access gate and provide clearing necessary for reasonably passable passenger vehicle access along the agreed access route, according to the terms of the Temporary Monitoring Well Easement attached hereto as Exhibit G, and Buyer agrees to buy and pay Seller for the Easement Property and cost of clearing and gate installation. Seller makes no representation or warranty to Grantee with respect to the condition of the Easement Property, whether express, statutory, implied or otherwise, and Buyer expressly disclaims any implied warranty that such easement property is or will be suitable for Buyer's intended purposes. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

D. Closing

D.1. Closing. This transaction will close ("Closing") at Title Company's offices at the Closing Date and Closing Time. At Closing, the following will occur:

D.1.a. Closing Documents; Title Company Documents. The parties will execute and deliver the Closing Documents and any documents required by Title Company.

D.1.b. Payment of Purchase Price. Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company.

D.1.c. Disbursement of Funds; Recording; Copies. Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the easement and the other Closing Documents as directed, and distribute documents and copies in accordance with the parties' written instructions.

D.1.d. Possession. Seller will deliver possession of the Easement Property to Buyer, subject to the Permitted Title Exceptions existing at Closing.

D.2. Transaction Costs

D.2.a. Buyer's Costs. Buyer will pay the basic charge for the Title Policy; the escrow fee charged by Title Company; the costs to prepare the easement documents; the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections required to be cured by Buyer and to resolve matters shown in Schedule C of the Title Commitment; the costs to obtain the certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in paragraph A; any other costs expressly required to be paid by Buyer in this contract, including Buyer's attorney's fees and expenses.

D.2.b. Seller's Costs. Seller will pay any costs expressly required to be paid by Seller in this contract, including Seller's attorney's fees and expenses.

D.2.c. Brokers' Commissions. No Broker's commissions or fees will be paid as a part of this transaction and Closing.

D.2.d. Issuance of Title Policy. Buyer will cause Title Company to issue the Title Policy to Buyer as soon as practicable after Closing.

E. Default and Remedies

E.1. Specific Performance. Buyer may demand specific performance of this contract.

E.2. Actual Damages. If Seller conveys or encumbers any portion of the Easement Property before Closing so that Buyer's ability to enforce specific performance of Seller's obligations under this contract is precluded or impaired, Buyer will be entitled to seek recovery from Seller for the actual damages sustained by Buyer by reason of Seller's Default, including attorney's fees and expenses and court costs.

E.3. Seller's Default; Remedies after Closing. If Seller's representations are not true and correct at Closing due to circumstances reasonably within Seller's control and Buyer does not become aware of the untruth or incorrectness of such representations until after Closing, Buyer will have all the rights and remedies available at law or in equity. If Seller fails to perform any of its obligations under this contract that survive Closing, Buyer will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

E.4. Buyer's Default; Remedies. If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may terminate this contract by giving notice to Buyer on or before Closing. The foregoing constitutes Seller's sole and exclusive remedies for a default by Buyer.

E.5. Attorney's Fees. If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

F. Miscellaneous Provisions

F.1. *Notices.* Any notice required by or permitted under this contract must be in writing.

F.2. *Entire Agreement.* This contract, its exhibits, and any Closing Documents delivered at Closing are the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no representations, warranties, agreements, or promises pertaining to the Property or the sale of the Property by Seller to Buyer, and Buyer is not relying on any statements or representations of Seller or any agent of Seller, that are not in those documents.

F.3. *Amendment.* This contract may be amended only by a signed, written agreement.

F.4. *Assignment.* Buyer may assign this contract and Buyer's rights under it.

F.5. *Conflicts.* If there is any conflict between the Closing Documents and this contract, the Closing Documents will control. The representations made by the parties as of Closing survive Closing.

F.6. *Choice of Law; Venue.* This contract is to be construed under the laws of the State of Texas. Venue is in the county for performance.

F.7. *Waiver of Default.* Default is not waived if the non-defaulting party fails to declare a default immediately or delays taking any action with respect to the default.

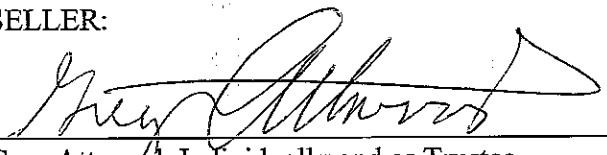
F.8. *Severability.* If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.

F.9. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this contract.

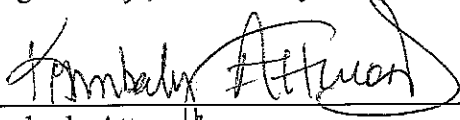
F.10. *Counterparts.* If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.

F.11. *Binding Effect.* This contract binds, benefits and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

SELLER:



Greg Attwood, Individually and as Trustee



Kimberly Attwood

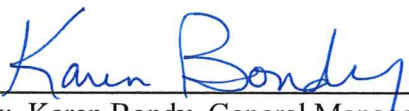
BUYER:

City of Round Rock, a Texas home rule city

By: _____

Its _____

Agreed to and Acknowledged by the Brushy Creek Regional Utility Authority (BCRUA)


By: Karen Bondy, General Manager

Title Company acknowledged receipt of a copy of this contract executed by both Buyer and Seller.

By: _____

Name: _____

Title: _____

Date: _____



**50 FOOT WIDE (0.388 ACRE)
SUBSURFACE EASEMENT
LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 0.388 ACRE STRIP OF LAND LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 1.43 ACRE TRACT DESCRIBED IN EXHIBIT "C", IN A DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 1999034469 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.). SAID 0.388 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 A POINT IN THE NORTH LINE OF SAID 1.43 ACRE TRACT, AND THE SOUTH LINE OF A CALLED 4.526 ACRE TRACT DESCRIBED IN EXHIBIT "B", IN SAID DEED TO GREG ATTWOOD, TRUSTEE, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 1.43 ACRE TRACT BEARS N 61°33'54" W – 71.21';

THENCE S 61°33'54" E – 50.01' WITH THE COMMON LINE BETWEEN SAID 1.43 ACRE TRACT AND SAID 4.526 ACRE TRACT TO A POINT FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT AND SAID 1.43 ACRE TRACT;

THENCE WITH THE COMMON LINE BETWEEN SAID 1.43 ACRE TRACT AND A CALLED 0.37 ACRE TRACT, DESCRIBED IN EXHIBIT D, (EASEMENT TRACT), IN SAID DEED TO GREG ATTWOOD, TRUSTEE, THE FOLLOWING TWO (2) CALLS:

1. **S 27°35'05" W – 292.01'** TO A POINT FOR ANGLE,
2. **S 50°28'05" W – 66.86'** TO A 1/2" IRON ROD FOUND IN THE NORTH LINE OF A CALLED 0.788 ACRE TRACT DESCRIBED IN A DEED TO GREG ATTWOOD, OF RECORD IN T.C.C.D. 2000034314 OF THE O.P.R.T.C.T., AT THE SOUTHEAST CORNER OF SAID 1.43 ACRE TRACT AND THE HEREIN DESCRIBED EASEMENT;

THENCE N 61°36'46" W – 24.00' WITH THE COMMON LINE BETWEEN SAID 1.43 ACRE TRACT AND SAID 0.788 ACRE TRACT TO A POINT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH AN "X" PLACED IN CONCRETE AT THE WEST CORNER OF SAID 1.43 ACRE TRACT BEARS N 61°36'46" W – 229.26';

THENCE N 27°35'05" E – 354.02 THROUGH THE INTERIOR OF SAID 1.43 ACRE TRACT, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.388 ACRE OF LAND.

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

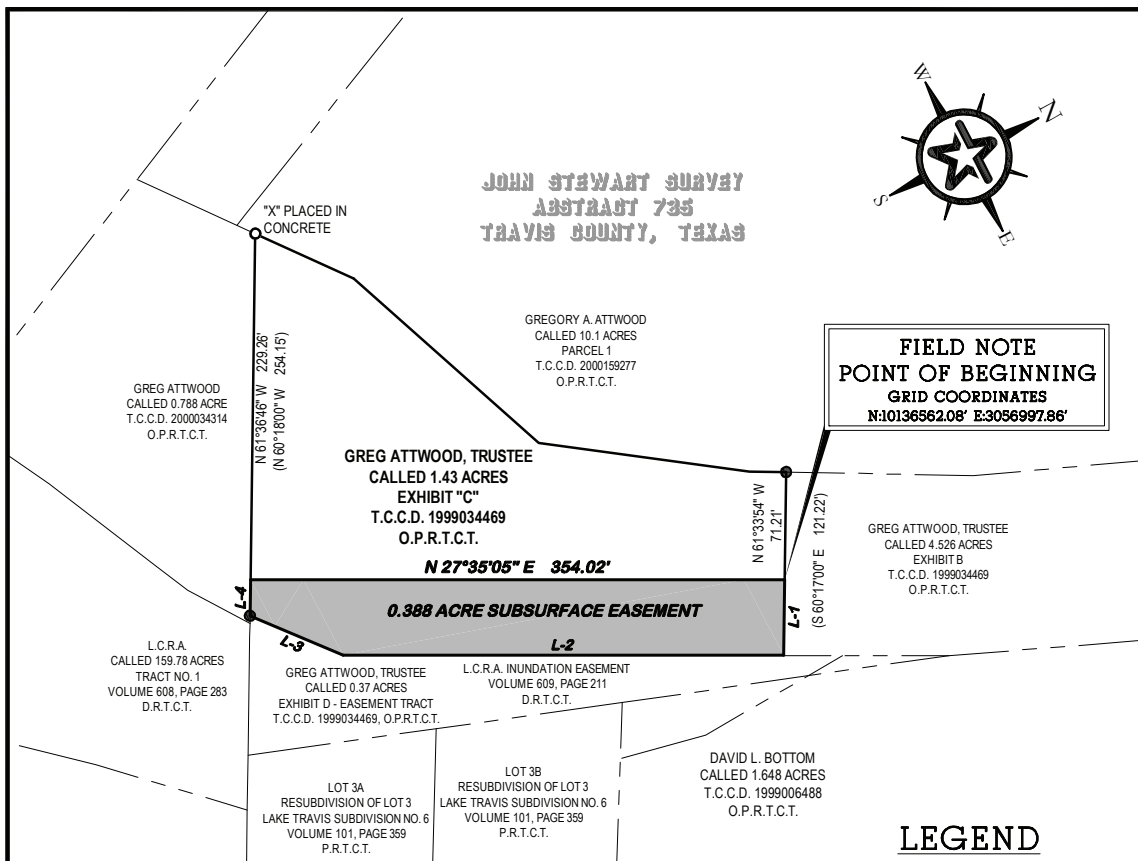
BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREIN ARE SURFACE VALUES.

SURVEYED: NOVEMBER 8, 2017
RELEASED: JANUARY 18, 2018,


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



PROJ NO. 3-00619
PLAT NO. A1-1371
FIELD NOTE NO. 001
MAP CHECKED: 01/09/2018-JBM



LINE TABLE		
LINE	DIRECTION	LENGTH
L-1	S 61° 33' 54" E	50.01'
L-2	S 27° 35' 05" W	292.01'
L-3	S 50° 28' 05" W	66.86'
L-4	N 61° 36' 46" W	24.00'

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
- D.R.T.C.T. = DEED RECORDS TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
- L.C.R.A. = LOWER COLORADO RIVER AUTHORITY
- ▨ = EASEMENT AREA

SURVEYOR'S NOTES:

SURVEYED: NOVEMBER 08, 2017

RELEASE DATE: JANUARY 18, 2018

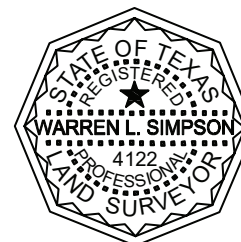
FIELD NOTES ATTACHED HERETO, MADE A PART HEREOF AND TITLED:

50 FOOT WIDE (0.388 ACRE) SUBSURFACE EASEMENT LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 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.

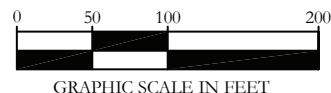
Warren L. Simpson
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lsimpson@walkerpartners.com



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804 Las Cimas Pkwy., Suite 150 • Austin, Texas 78746
Phone: 1-512-382-0021 • T.B.P.E. Registration No. 8053
T.B.P.L.S. Registration No. 10194317



PLAT NO. A1-1371 PROJ. NO. 3-00619 DRAFTED 12/27/17
TAB NA F/N NO. 001 FB/PG 3-4/48 DRAWN BY JBM
DWG. NAME: 3-00619ESMT-PARCEL MAP CHK'D 12/27/17
001-ATTWOOD.DWG

G:\PROJECTS\3-00619\3 PHASE 2 LAND RIGHTS\1 SURVEY\1.0 CAD\3-00619ESMT-PARCEL 001-ATTWOOD.DWG, 8.5X14-NO CERT, 1/18/2018 2:35:49 PM, jmontemayor, 1:1



**0.018 ACRE
SUBSURFACE EASEMENT
LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 0.018 ACRE STRIP OF LAND LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 0.788 ACRE TRACT DESCRIBED IN A DEED TO GREG ATTWOOD, OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 2000034314 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.). SAID 0.018 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 A POINT IN THE NORTHEAST LINE OF SAID 0.788 ACRE TRACT AND THE SOUTHWEST LINE OF A CALLED 1.43 ACRE TRACT DESCRIBED IN EXHIBIT "C", IN A DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD IN T.C.C.D. 1999034469, OF THE O.P.R.T.C.T., FOR THE NORTH CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH AN "X" PLACED IN CONCRETE AT THE NORTH CORNER OF SAID 0.788 ACRE TRACT BEARS N 61°36'46" W – 229.26';

THENCE S 61°36'46" E – 24.00' WITH THE COMMON LINE BETWEEN SAID 0.788 ACRE TRACT AND SAID 1.43 ACRE TRACT TO A 1/2" IRON ROD FOUND AT THE SOUTH CORNER OF SAID 1.43 ACRE TRACT AND THE WEST CORNER OF A CALLED 0.37 ACRE EASEMENT DESCRIBED IN EXHIBIT D, IN SAID DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD IN T.C.C.D. 1999034469 OF THE O.P.R.T.C.T.

THENCE S 61°36'46" E – 5.15' WITH THE COMMON LINE BETWEEN SAID 0.788 ACRE TRACT AND SAID 0.37 ACRE EASEMENT TO A POINT FOR THE EAST CORNER OF SAID 0.788 ACRE TRACT AND THE HEREIN DESCRIBED EASEMENT;

THENCE WITH THE SOUTHEAST LINE OF SAID 0.788 ACRE TRACT, AND THROUGH THE INTERIOR OF A CALLED 159.78 ACRE TRACT DESCRIBED IN TRACT NO. 1, IN A DEED TO THE LOWER COLORADO RIVER AUTHORITY, OF RECORD IN VOLUME 608, PAGE 283 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.), THE FOLLOWING TWO (2) CALLS:

1. **S 55°36'57" W – 46.76'** TO A POINT FOR ANGLE,
2. **S 65°15'10" W – 11.49'** TO A POINT FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH THE SOUTH CORNER OF SAID 0.788 ACRE TRACT BEARS S 65°15'10" W – 104.40, S 61°32'12" W – 77.48' AND FROM SAID SOUTH CORNER A 1/2" IRON ROD FOUND AT THE WEST CORNER OF SAID 0.788 ACRE TRACT BEARS N 24°40'54" W – 199.93';

THENCE THROUGH SAID 0.788 ACRE TRACT, THE FOLLOWING TWO (2) CALLS:

- 1) **AN ARC LENGTH OF 19.36'**, WITH A CURVE TO RIGHT, HAVING A RADIUS OF 1225.00', A CENTRAL ANGLE OF 00°54'20" AND A CHORD WHICH BEARS N 27°07'55" E – 19.36', TO A POINT AT THE END OF SAID CURVE,
- 2) **N 27°35'05" E – 31.42'**, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 0.018 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 HEREIN ARE SURFACE VALUES.

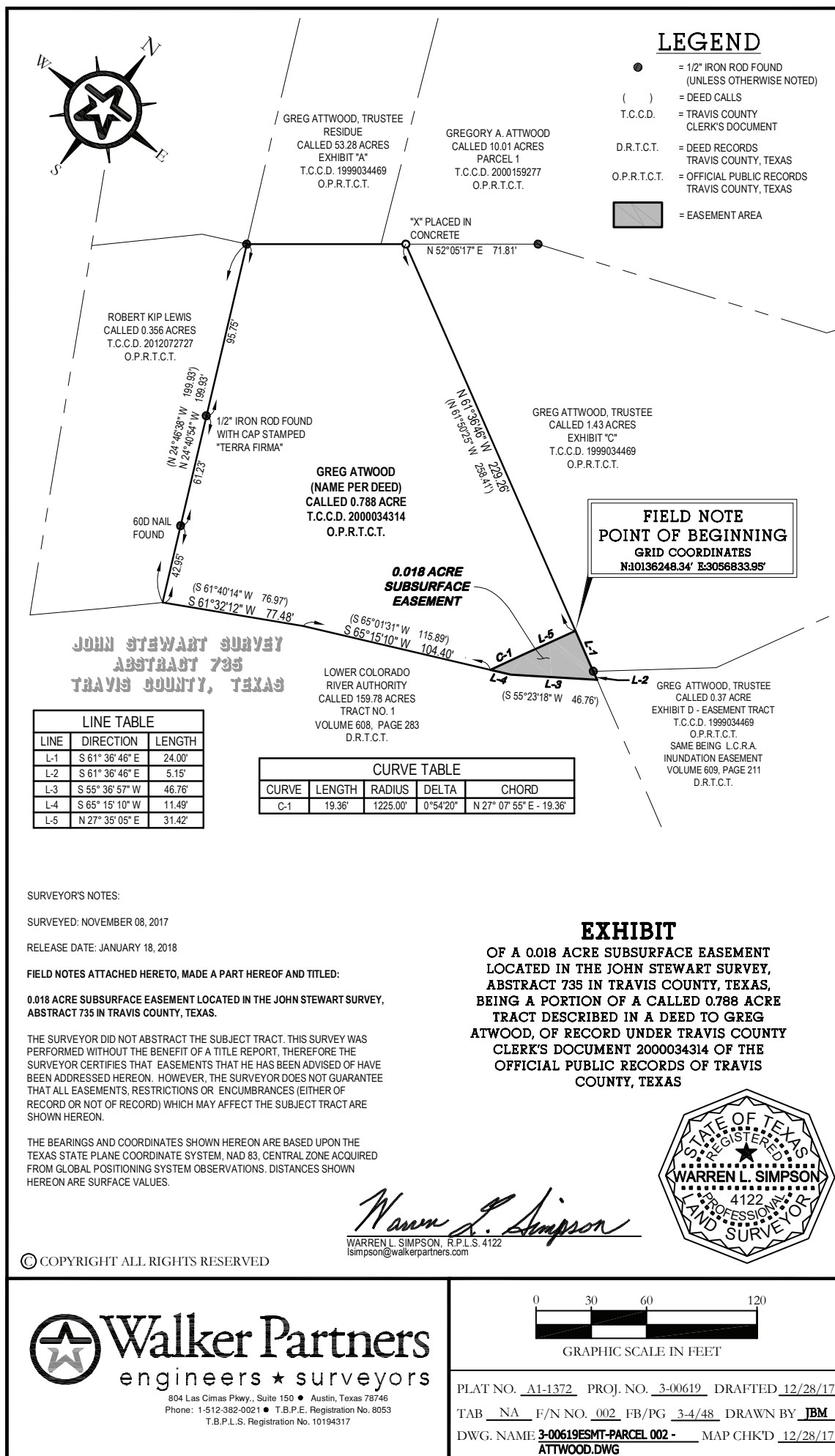
SURVEYED: NOVEMBER 8, 2017
RELEASED: JANUARY 18, 2018


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



PROJ NO. 3-00619
PLAT NO. A1-1372
FIELD NOTE NO. 002
MAP CHECKED: 01/09/2018-JBM

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G:\PROJECTS\3-00619\3 PHASE 2 LAND RIGHTS\1 SURVEY\1.0 CAD\3-00619ESMT-PARCEL 002 - ATTWOOD.DWG, 8.5X14-NO CERT, 1/18/2018 2:41:18 PM, jmontemayor, 1:1



**50 FOOT WIDE (1.249 ACRE)
SUBSURFACE EASEMENT
LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 AND
THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 50 FOOT WIDE (1.249 ACRE) STRIP OF LAND LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 AND THE RUSK TRANSPORTATION COMPANY SURVEY, ABSTRACT 681, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 53.28 ACRE TRACT DESCRIBED IN EXHIBIT "A", IN A DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 1999034469 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), OF WHICH IS A PORTION OF LOT 6, LAKE TRAVIS SUBDIVISION NO. 6, OF RECORD IN VOLUME 4, PAGE 157 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS. SAID 1.249 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 WITH CAP STAMPED "CS LTD" FOUND IN THE EAST LINE OF THE REMAINDER OF SAID 53.28 ACRE TRACT, MARKING THE NORTHWEST CORNER OF LOT 5, BLOCK A, GATE HOLLOW ESTATES ADDITION, OF RECORD IN T.C.C.D. 200600049 OF SAID O.P.R.T.C.T., BEING THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED EASEMENT;

THENCE S 08°44'10" E – 58.16' WITH THE EAST LINE OF THE REMAINDER OF SAID 53.28 ACRE TRACT AND THE WEST LINE OF SAID LOT 5, TO A POINT AT THE MOST NORTHERLY EAST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "CS LTD" FOUND MARKING THE SOUTHWEST CORNER SAID LOT 5 BEARS S 08°44'10" E – 145.07';

THENCE THROUGH THE INTERIOR OF THE REMAINDER OF SAID 53.28 ACRE TRACT THE FOLLOWING THREE (3) CALLS:

1. **S 50°32'26" W – 50.18'** TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT,
2. **AN ARC LENGTH OF 565.09'** WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1175.00', A CENTRAL ANGLE OF 27°33'19" AND A CHORD WHICH BEARS S 36°45'47" W – 559.66' TO THE END OF SAID CURVE,
3. **S 22°59'07" W – 422.43'**, TO A POINT AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT, IN A NORTH LINE OF A CALLED 4.526 ACRE TRACT DESCRIBED IN EXHIBIT "B" IN SAID DEED TO GREG ATTWOOD, TRUSTEE AND A SOUTH LINE OF THE REMAINDER OF SAID 53.28 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND MARKING AN ANGLE POINT IN SAID LINE BEARS N 69°47'15" E – 127.94';

THENCE S 69°47'15" W – 68.59' WITH THE COMMON LINE BETWEEN SAID 4.526 ACRE TRACT AND THE REMAINDER OF SAID 53.28 ACRE TRACT TO A POINT AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND MARKING AN ANGLE POINT IN SAID LINE BEARS S 69°47'15" W – 36.53';

THENCE THROUGH THE INTERIOR OF THE REMAINDER OF SAID 53.28 ACRE TRACT THE FOLLOWING THREE (3) CALLS:

1. **N 22°59'07" E – 469.38'** TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT,
2. **AN ARC LENGTH OF 589.14'** WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1225.00', A CENTRAL ANGLE OF 27°33'19" AND A CHORD WHICH BEARS N 36°45'47" E – 583.48' TO THE END OF SAID CURVE,
3. **N 50°32'26" E – 79.89'**, RETURNING TO THE **POINT OF BEGINNING** AND CONTAINING 1.249 ACRES OF LAND.

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

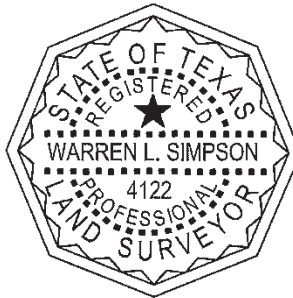
BEARINGS CITED WITHIN THIS DESCRIPTION ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE ACQUIRED FROM GLOBAL POSITIONING SYSTEM OBSERVATIONS. DISTANCES SHOWN HEREIN ARE SURFACE VALUES.

SURVEYED: OCTOBER 11, 2017
RELEASED: JANUARY 18, 2018

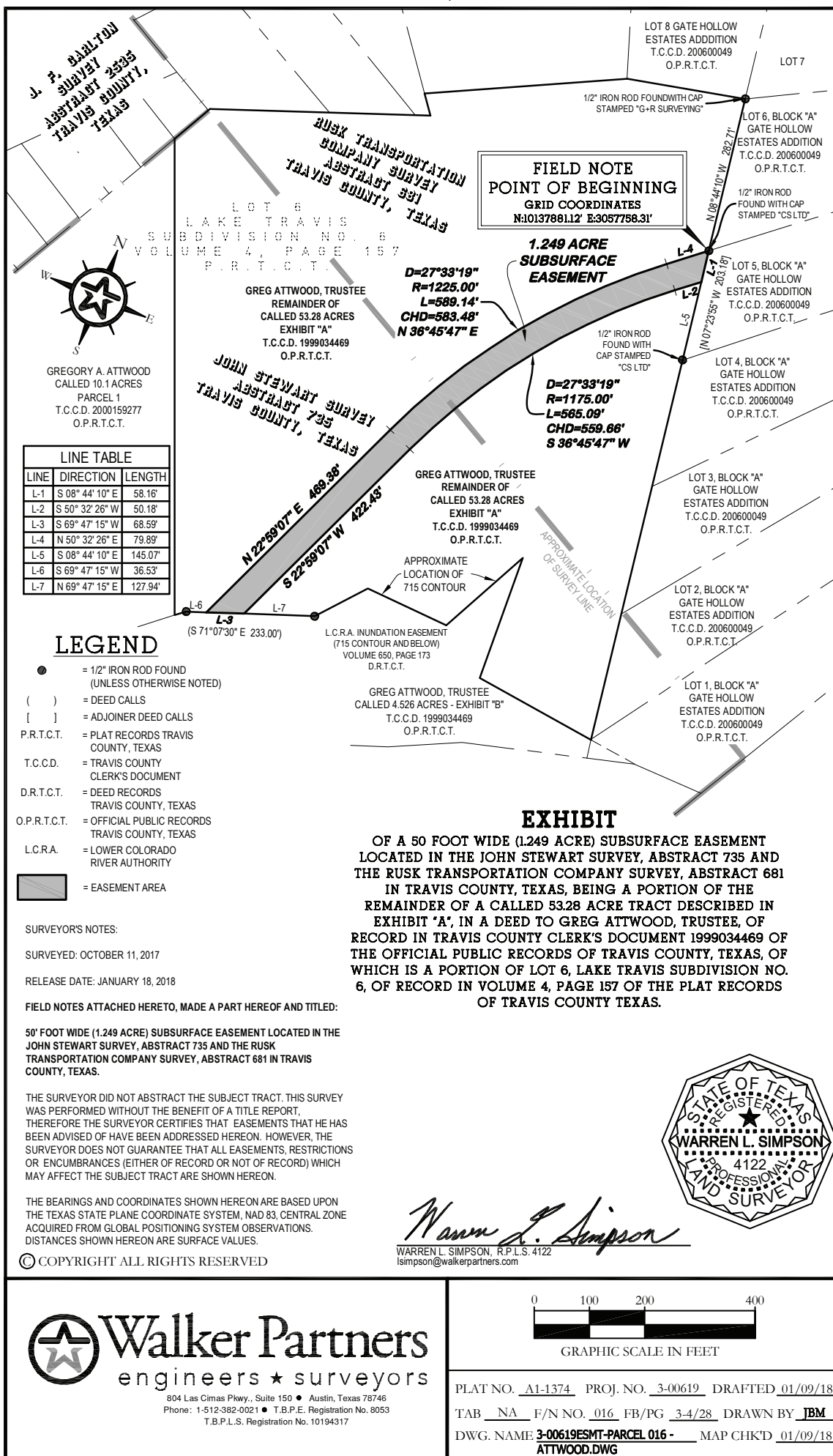
Warren L. Simpson

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

PROJ NO. 3-00619
PLAT NO. A1-1374
FIELD NOTE NO. 16
MAP CHECKED: 1/9/2018-JBM



BCRUA 016
GREG ATTWOOD, TRUSTEE





**50 FOOT WIDE (0.494 ACRE)
SUBSURFACE EASEMENT
LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735
IN TRAVIS COUNTY, TEXAS**

FIELD NOTES FOR A 50 FOOT WIDE (0.494 ACRE) STRIP OF LAND LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 4.526 ACRE TRACT DESCRIBED IN EXHIBIT "B", IN A DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD IN TRAVIS COUNTY CLERK'S DOCUMENT (T.C.C.D.) 1999034469 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.). SAID 0.494 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 A POINT IN THE SOUTH LINE OF SAID 4.526 ACRE TRACT AND THE NORTH LINE OF A CALLED 1.43 ACRE TRACT DESCRIBED IN EXHIBIT "C", IN SAID DEED TO GREG ATTWOOD, TRUSTEE, AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF SAID 4.526 ACRE TRACT BEARS N 61°33'54" W – 71.21';

THENCE THROUGH THE INTERIOR OF SAID 4.526 ACRE TRACT THE FOLLOWING THREE (3) CALLS:

1. **N 27°35'05" E – 66.25'** TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT,
2. **AN ARC LENGTH OF 94.32'** WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1175.00', A CENTRAL ANGLE OF 04°35'58" AND A CHORD WHICH BEARS N 25°17'06" E – 94.30' TO A POINT AT THE END OF SAID CURVE,
3. **N 22°59'07" E – 244.31'**, TO A POINT AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT, IN A NORTH LINE OF SAID 4.526 ACRE TRACT AND A SOUTH LINE OF THE REMAINDER OF A CALLED 53.28 ACRE TRACT DESCRIBED IN EXHIBIT "A", IN SAID DEED TO GREG ATTWOOD, TRUSTEE, FROM WHICH A 1/2" IRON ROD FOUND MARKING AN ANGLE POINT IN THE NORTH LINE OF SAID 4.526 ACRE TRACT BEARS S 69°47'15" W – 36.53';

THENCE N 69°47'15" E – 68.59' WITH THE COMMON LINE BETWEEN SAID 4.526 ACRE TRACT AND THE REMAINDER OF SAID 53.28 ACRE TRACT TO A POINT AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH A 1/2" IRON ROD FOUND MARKING AN ANGLE POINT IN THE NORTH LINE OF THE 4.526 ACRE TRACT BEARS N 69°47'15" E – 127.94';

THENCE THROUGH SAID 4.526 ACRE TRACT THE FOLLOWING THREE (3) CALLS:

1. **S 22°59'07" W – 291.26'** TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT,
2. **AN ARC LENGTH OF 98.34'** WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1225.00', A CENTRAL ANGLE OF 04°35'58" AND A CHORD WHICH BEARS S 25°17'06" W – 98.31' TO A POINT AT THE END OF SAID CURVE,
3. **S 27°35'05" W – 67.00'** TO A POINT IN THE COMMON LINE BETWEEN SAID 4.526 ACRE TRACT AND SAID 1.43 ACRE TRACT, AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT, FROM WHICH THE SOUTHEAST CORNER OF SAID 4.526 ACRE TRACT BEARS S 61°33'54" E – 0.61' AND FROM SAID SOUTHEAST CORNER A 1/2" IRON ROD FOUND AT THE NORTH CORNER OF A CALLED 1.648 ACRE TRACT DESCRIBED IN A DEED TO DAVID L. BOTTOM, OF RECORD IN T.C.C.D. 1999006488 OF THE O.P.R.T.C.T. BEARS N 27°27'30" E – 109.83' AND N 23°08'42" E – 159.40';

THENCE N 61°33'54" W – 50.01' WITH THE COMMON LINE BETWEEN SAID 4.526 ACRE TRACT AND SAID 1.43 ACRE TRACT, RETURNING TO THE POINT OF BEGINNING AND CONTAINING 0.494 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 HEREIN ARE SURFACE VALUES.

SURVEYED: NOVEMBER 8, 2017
RELEASED: JANUARY 18, 2018

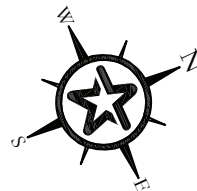

WARREN L. SIMPSON, R.P.L.S. 4122

PROJ NO. 3-00619
PLAT NO. A1-1373
FIELD NOTE NO. 106
MAP CHECKED: 01/09/2018-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
- D.R.T.C.T. = DEED RECORDS
TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. = OFFICIAL PUBLIC RECORDS
TRAVIS COUNTY, TEXAS
- L.C.R.A. = LOWER COLORADO
RIVER AUTHORITY
- ▭ = EASEMENT AREA



FIELD NOTE
POINT OF BEGINNING
GRID COORDINATES
N:10136562.08' E:3056997.86'

GREGORY A. ATTWOOD
CALLED 10.1 ACRES
PARCEL 1
T.C.C.D. 2000159277
O.P.R.T.C.T.

GREG ATTWOOD, TRUSTEE
REMAINDER OF
CALLED 53.28 ACRES
EXHIBIT "A"
T.C.C.D. 1999034469
O.P.R.T.C.T.

GREG ATTWOOD, TRUSTEE
CALLED 1.43 ACRES
EXHIBIT "C"
T.C.C.D. 1999034469
O.P.R.T.C.T.

GREG ATTWOOD, TRUSTEE
CALLED 4.526 ACRES - EXHIBIT "B"
T.C.C.D. 1999034469
O.P.R.T.C.T.

GREG ATTWOOD, TRUSTEE
CALLED 0.37 ACRES
EXHIBIT "D" - EASEMENT TRACT
T.C.C.D. 1999034469
O.P.R.T.C.T.
L.C.R.A. INUNDATION EASEMENT
VOLUME 609, PAGE 211
D.R.T.C.T.

DAVID L. BOTTOM
CALLED 1.648 ACRES
T.C.C.D. 1999006488
O.P.R.T.C.T.

GREG ATTWOOD, TRUSTEE
CALLED 4.526 ACRES
EXHIBIT "B"
T.C.C.D. 1999034469
O.P.R.T.C.T.

LINE TABLE		
LINE	DIRECTION	LENGTH
L-1	N 27° 35' 05" E	66.25'
L-2	N 69° 47' 15" E	68.59'
L-3	S 27° 35' 05" W	67.00'
L-4	N 61° 33' 54" W	50.01'
L-5	S 69° 47' 15" W	36.53'
L-6	S 61° 33' 54" E	0.61'

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C-1	94.32'	1175.00'	4°35'58"	N 25° 17' 06" E - 94.30'
C-2	98.34'	1225.00'	4°35'58"	S 25° 17' 06" W - 98.31'

SURVEYOR'S NOTES:

SURVEYED: SEPTEMBER 27, 2017

RELEASE DATE: JANUARY 18, 2018

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

50' WIDE (0.494 ACRE) SUBSURFACE EASEMENT LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 IN TRAVIS COUNTY, TEXAS.

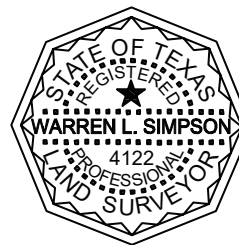
THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, THEREFORE THE SURVEYOR CERTIFIES THAT EASEMENTS THAT HE HAS BEEN ADVISED OF HAVE BEEN ADDRESSED HEREON. HOWEVER, THE SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS, RESTRICTIONS OR ENCUMBRANCES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

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EXHIBIT

OF A 50 FOOT WIDE (0.494 ACRE) SUBSURFACE EASEMENT LOCATED IN THE JOHN STEWART SURVEY, ABSTRACT 735 IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 4.526 ACRE TRACT DESCRIBED IN EXHIBIT "B", IN A DEED TO GREG ATTWOOD, TRUSTEE, OF RECORD UNDER TRAVIS COUNTY CLERK'S DOCUMENT 1999034469 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

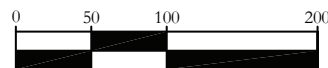


Warren L. Simpson
WARREN L. SIMPSON, R.P.L.S. 4122
lsimpson@walkerpartners.com



Walker Partners
engineers ★ surveyors

804 Las Cimas Pkwy., Suite 150 • Austin, Texas 78746
Phone: 1-512-382-0021 • T.B.P.E. Registration No. 8053
T.B.P.L.S. Registration No. 10194317



GRAPHIC SCALE IN FEET

PLAT NO. A1-1373 PROJ. NO. 3-00619 DRAFTED 01/09/18
TAB NA F/N NO. 106 FB/PG 3-4/19 DRAWN BY JBM
DWG. NAME: 3-00619ESMT-PARCEL 106 - MAP CHK'D 01/09/18
ATTWOOD.DWG

G:\PROJECTS\3-00619\3 PHASE 2 LAND RIGHTS\1 SURVEY\1.0 CAD\3-00619ESMT-PARCEL 106 - ATTWOOD.DWG, 8.5X14-NO CERT, 1/18/2018 2:55:44 PM, jmontenayor, 1:1

EXHIBIT "E"

Brushy Creek
Regional Utility Authority

Monitory Well No. 2 Easement
Rusk Transportation Survey
Abstract No. 81

METES & BOUNDS DESCRIPTION OF A TRACT CONTAINING 25 SQUARE FEET OF LAND LOCATED IN THE RUSK TRANSPORTATION SURVEY, ABSTRACT No. 81, TRAVIS COUNTY, TEXAS, AND BEING OUT OF THE REMAINDER OF LOT 6, LAKE TRAVIS SUBDIVISION No. 6 RECORDED IN VOLUME 4, PAGE 157 OF THE TRAVIS COUNTY PLAT RECORDS (T.C.P.R.). SAID 25 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found (with plastic cap stamped "CS LTD") (N=10,138,998.24; E=3,058,186.73) marking the northwesterly corner of said Lot 4, Block "A", Gate Hollow Estates Addition as recorded under C.F. No. 200600049 of the Official Records of Travis County, Texas;


THENCE, S 84°51'01" W, a distance of 321.21 feet to a calculated marking the **POINT OF BEGINNING** and northeasterly corner of the herein described tract (N=10,138,969.40; E=3,057,866.81), from which a 1/2-inch iron rod found marking the southwesterly corner of said Lot 4, Block "A", Gate Hollow Estates Addition bears S 60°09'23" E, 409.84 feet;

THENCE, South, a distance of 5.00 feet to a calculated point marking the southeasterly corner of the herein described tract;

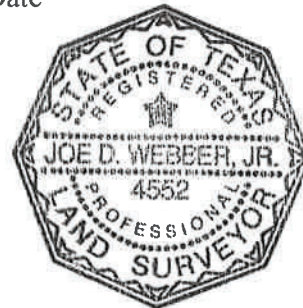
THENCE, West, a distance of 5.00 feet to a calculated point marking the southwesterly corner of the herein described tract;

THENCE, North, a distance of 5.00 feet to a calculated point marking the southwesterly corner of the herein described tract;

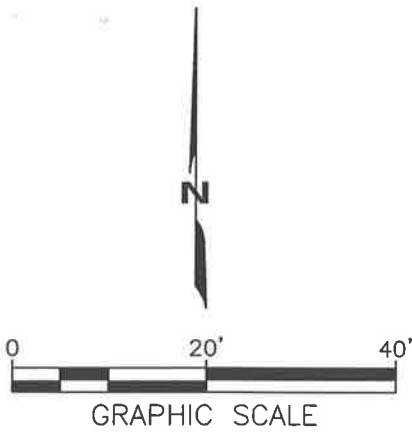
THENCE, East, a distance of 5.00 feet to the **POINT OF BEGINNING** of the herein described tract containing 25 Square Feet of land, more or less.


Joe D. Webber, Jr., RPLS
Texas Registration No. 4552
Project Manager / Senior Staff
Surveying And Mapping, LLC (SAM)

12-11-2015
Date

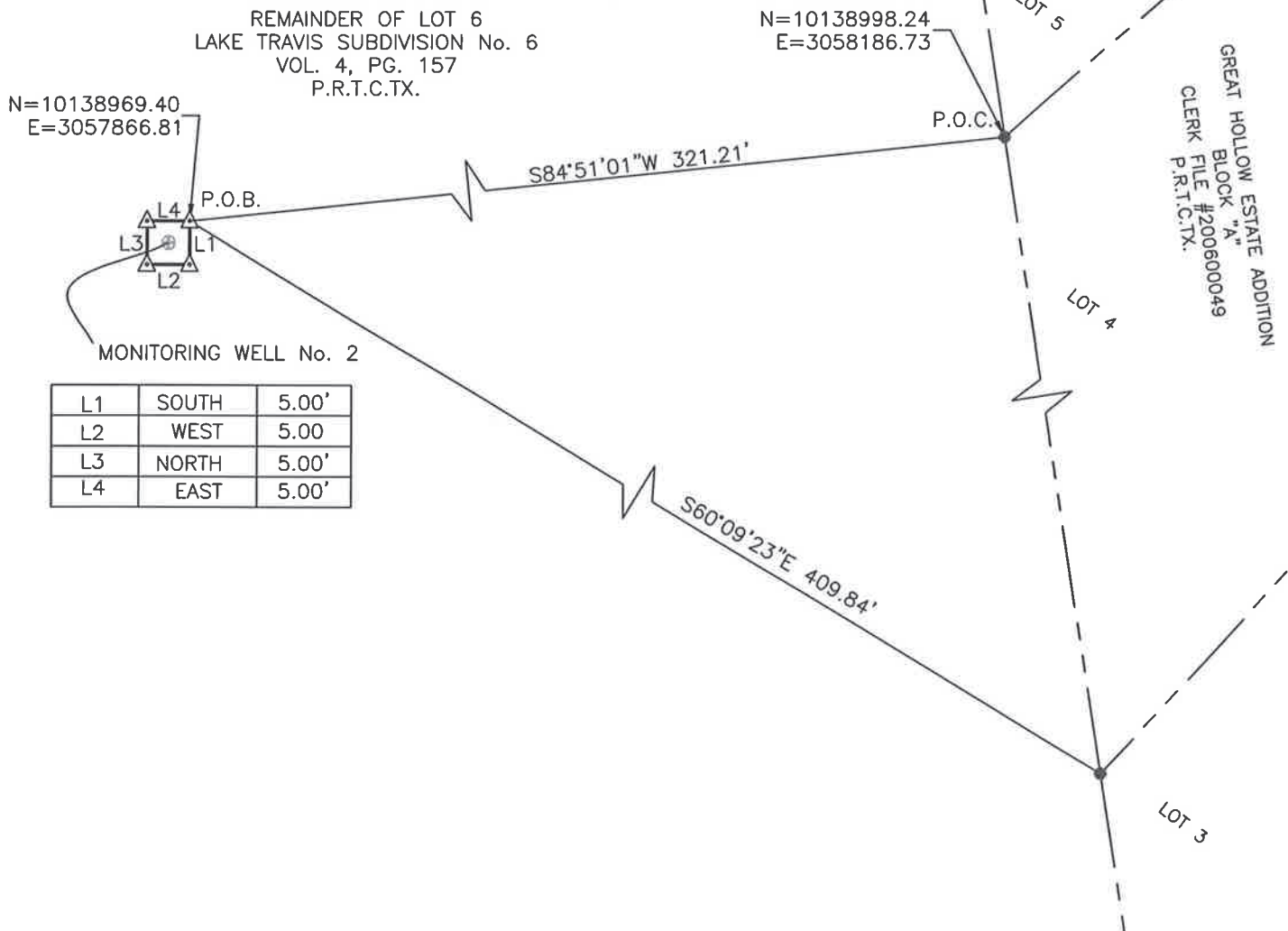


25 SQUARE FOOT EASEMENT
RUSK TRANSPORTATION SURVEY
ABSTRACT NO. 81
TRAVIS COUNTY, TEXAS



LEGEND

- 1/2" CAPPED IRON ROD FOUND "CS LTD"
- △ CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT



REVIEWED BY:

JOB NUMBER: 1014035187
DATE: 12-11-2015
SCALE: 1"=20'
SURVEYOR: J. WEBBER
TECHNICIAN: M. MARKHAM
DRAWING: 35187 EASEMENTS
TRACT ID: WELL No. 2
PARTY CHIEF: B. ROY
FIELD BOOKS:



4801 Southwest Parkway
Building Two, Suite 100
Austin Texas, 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: Info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: BRUSHY CREEK
REGIONAL UTILITY AUTHORITY

SHEET 2
OF 2

EXHIBIT "F"

SUBSURFACE RAW WATER LINE EASEMENT

BCRUA Phase II Intake Tunnel

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

DATE: _____, 2019

GRANTOR: Greg Attwood, Individually and as Trustee, and Kimberly Attwood

GRANTOR'S MAILING ADDRESS: 8015 Sharon Road
Volente, Texas 78641
Travis County

GRANTEE: City of Round Rock, a Texas home rule city

GRANTEE'S MAILING ADDRESS: 221 E. Main St.
Round Rock, TX 78664
Williamson County

CONSIDERATION: Ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Easement Property: that certain tract of land consisting of 2.149 acres, more or less, out of the John Stewart Survey, Abstract 735, and the Rusk Transportation Company Survey, Abstract 681, in Travis County, Texas, more particularly described by metes and bounds and sketch in Exhibits "A-D", attached hereto and incorporated herein for all purposes (the "Easement Property"); and

SUBSURFACE EASEMENT GRANT:

Grantor, for the consideration paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee a permanent and exclusive subsurface easement under the Easement Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The subsurface easement, rights, and privileges herein granted shall be used for the purposes of boring, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, cleaning, changing, modifying, or repairing subsurface raw water intake facilities, including but not limited to bored tunnels, liners, pipelines, and any other necessary or desirable appurtenances thereto; provided, however, that Grantee's rights in the Easement Property shall be limited solely to that part of the subsurface lying at or below 550' msl. Grantee also acknowledges that it shall be responsible for the reasonable market value of repairing or paying to repair any damage or subsidence caused to the surface of Grantor's property, including but not limited to Grantor's residential improvements constructed thereon, which are directly and proximately caused by the construction or installation of Grantee's subsurface raw water intake facilities contemplated herein, or other uses of the Easement Property which are outside of the rights conveyed herein.

Parcel No. 1,2,16,106

In no event shall Grantee have the right to use the surface of the Easement Property for drilling, boring, excavation, or any other use, and Grantee shall not place or construct any above-ground facilities or appurtenances whatsoever upon the surface of the Easement Property.

RIGHTS AND RESERVATIONS OF GRANTOR:

Grantor shall retain all existing rights to use the surface of the Easement Property for any and all purposes which do not endanger or unreasonably interfere with the rights of Grantee, including without limitation the right to place buildings or other permanent structures on the surface of the Permanent Easement. Construction or installation of subsurface well facilities of any kind within the Easement Property is specifically prohibited.

Grantor expressly reserves all water, oil, gas, and other minerals owned by Grantor, in, on, and under the Easement Property, provided that Grantor shall not be permitted to drill or excavate for water, oil, gas and minerals from the surface of the Easement Property, but Grantor may extract water, oil, gas, or other minerals from and under the Easement Property by directional drilling originated outside of the Easement Property, or other means which do not unreasonably interfere with or disturb the rights granted to Grantee herein.

EXCLUSIVITY:

Grantee's easement rights within the subsurface of the Easement Property (at or below 550' msl for the Easement Property) shall be exclusive.

SUCCESSORS AND ASSIGNS; TERMINATION:

This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon Grantee and Grantor, and their heirs, successors, and assigns.

WARRANTY:

Subject to existing matters of record affecting the Easement Property, Grantor warrants and shall forever defend this Subsurface Easement to Grantee against anyone lawfully claiming or to claim the Permanent Easement or any part thereof when the claim is by, through or under Grantor, but not otherwise. Grantor makes no representation or warranty to Grantee with respect to the condition of the easement property, whether express, statutory, implied or otherwise, and Grantor expressly disclaims any implied warranty that such easement property is or will be suitable for Grantee's intended purposes.

When the context requires, singular nouns and pronouns include the plural. When appropriate, the terms "Grantee" and "Grantor" include their respective employees, agents, subsidiaries, officers, servants, contractors, successors and assigns.

GRANTOR:

Greg Attwood, Individually and as Trustee

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public, State of Texas

GRANTOR:

Kimberly Attwood

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public, State of Texas

After recording return to:

Cobb, Fendley & Associates, Inc. / Right of Way Department
505 E. Huntland Drive, Suite 100
Austin, TX 78752

GRANTOR:

GREGORY A. ATTWOOD, Individually and as
Trustee

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
20____, by Gregory A. Attwood, Individually and as Trustee, in the capacity and for the purposes
and consideration recited herein.

Notary Public, State of Texas

GRANTOR:

KIMBERLY ATTWOOD

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____,
20____, by Kimberly Attwood, in the capacity and for the purposes and consideration recited
herein.

Notary Public, State of Texas

ACCEPTED AND AGREED BY GRANTEE:
City of Round Rock, Texas, on behalf of the
Brushy Creek Regional Utility Authority
(BCRUA)

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____,
20____, by _____, the _____ of City of Round Rock, Texas, on behalf of the
Brushy Creek Regional Utility Authority (BCRUA).

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Cobb, Fendley & Associates, Inc.
Right of Way Department
505 E. Huntland Dr., Suite 100
Austin, TX 78752

EXHIBIT "G"

TEMPORARY MONITORING WELL EASEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Date: _____, 20__

Grantor: GREGORY A. ATTWOOD, Individually and as Trustee,
and KIMBERLY ATTWOOD

Grantor's Mailing Address: 8015 SHARON DR.
LEANDER, TEXAS 78641, TRAVIS COUNTY

Grantee/Holder: CITY OF ROUND ROCK, a Texas home rule city

Grantee's Mailing Address: 221 E. MAIN STREET
ROUND ROCK, TEXAS 78664

Easement Property: All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas, described with particularity by metes and bounds in Exhibit "A," attached hereto and made a part hereof for all purposes.

Easement Purpose: For the maintenance, operation of and access to a single (one only) monitoring well which has previously been installed by Grantee on the Easement Property, hereinafter referred to as the "Well."

Consideration: Ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Reservations from Conveyance: NONE

Exceptions to Warranty: This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, and liens, if any, relating to the Easement Property, to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Travis County, Texas, or that may be apparent on the Easement Property.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Well, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns during the term hereof. Grantor binds Grantor and Grantor's heirs,

successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty to the extent that such claim arises by, through or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are exclusive and irrevocable, except as herein provided.

2. *Duration of easement.* Unless extended by agreement of the parties, the Easement shall terminate and be of no further force and effect on the earlier of (1) the completion and acceptance of the construction and installation of the BCRUA Phase 2 Raw Water Delivery System Project, or (3) January 1, 2030. Upon termination of the Easement, Holder shall at its sole cost within ninety (90) days of such termination perform all actions required to abandon the Well in accordance with the standards and regulations set by the Texas Commission on Environmental Quality, or its successor, then in effect, and shall remove any surface improvements and restore the surface to a naturally vegetated condition.

3. *Access to Easement Property.* Upon 24 hours prior notice by phone or e-mail as provided to Grantor pursuant to the Notices provision contained herein, or at other time agreed to between the parties, Grantor will allow access to the wellhead by licensed professionals acting as agents of Buyer for the purpose of measuring water level or water quality according to standard procedures and practices. Access to the well for water level and water quality measurements will occur not more than once per month for routine maintenance and inspection.

As part of this easement grant, Holder shall have the reasonable right of access as depicted in Exhibit B attached hereto. Holder may deviate slightly from the route depicted on Exhibit B if needed for access to the Well. Within 30 days after execution of this Easement Grantor shall at Holder's sole cost and expense (a) install a gate where the access route intersects with Sharon Road, and (b) provide any clearing necessary for reasonably passable passenger vehicle access along the route depicted on Exhibit B. Grantor shall have the absolute right of access to the access route depicted in Exhibit B through any gate installed by Holder or otherwise and Grantor may place Grantor's own lock on the gate using the interlocking or other similar method to ensure Holder maintains access as well. Grantor shall have the right to subsequently improve the gate/entrance where the access route intersects at Sharon Road at Grantor's sole cost and expense provided Grantor allows Holder reasonable access at all times. Such access shall specifically be limited to direct ingress and egress to and from the Easement Property, and according to the following locations, methods, and restrictions:

(a) By using only existing access roads and lanes on the property of Grantor which provide the most direct route to access the Easement Property as depicted in Exhibit B, and which otherwise limit any impact to or crossing of other portions of Grantor's remaining property.

(b) In accessing the Easement Property Grantee, its contractors or agents shall not vary from the most direct method or path of available ingress or egress, or otherwise cross or use portions of Grantee's remaining property outside of such path or purpose for any reason.

(c) Grantee shall provide reasonable advance notice to Grantor of its intent to provide non-routine maintenance or monitoring of the Well.

(d) If after the date of this easement any portion of the remaining property of Grantor becomes part of a legally approved and recorded subdivision, Grantee agrees to provide reasonable cooperation to partially release from the terms of the easement any portions of the platted lots which are reasonably determined to be unnecessary for continued access to the Easement Property as set out herein.

4. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Well will be at the sole expense of Holder. Holder has the right, following thirty (30) days' notice and opportunity to cure, to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, and cap the Well within the Easement Property, as well as to install, maintain, replace, and remove devices necessary to utilize the Well for the stated purpose. All matters concerning the Well and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this Easement, however, Holder shall specifically be prohibited from the construction of any additional above grade improvements at the Well site which were not existing as part of the of initial well facility installation, without prior approval from Grantor.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Indemnity.* Grantee shall, to the fullest extent allowed by law, indemnify Grantor, its successors and assigns, from any and all liability of any nature which may arise as a result of the prior installation or construction, and the operation and maintenance, by Grantee of the Well.

7. *Binding Effect.* This Easement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns. Grantee may not assign a portion of the rights granted under this Easement unless it assigns all of its rights under this Easement. This Easement and the rights granted hereunder, may only be assigned by Grantee to another public entity which operates, or plans to operate, a water tunnel or water supply system which acquires, or plans to acquire, an easement for such purpose across the Property. Grantee shall notify Grantor at least thirty (30) days in advance of any proposed assignment of this Easement and such notice shall include an address and contact information for a representative of such assignee.

8. *Choice of Law.* This Easement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is agreed to be in Travis County, Texas for all purposes.

9. *Counterparts.* This Easement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this Easement does not preclude pursuit of other remedies in this agreement or provided by law.

11. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Easement and all transactions contemplated by this Easement.

12. *Integration.* This Easement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Easement.

13. *Legal Construction.* If any provision in this Easement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Easement will be construed as if the unenforceable provision had never been a part of the Easement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Easement are for reference only and are not intended to restrict or define the text of any section. This Easement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

14. *Notices.* Any notice required or permitted hereunder must be in writing and any notice required will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown herein. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

15. *Recitals.* Any recitals in this Easement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

EXECUTED THIS _____ DAY OF _____, 20____.

[signature pages follow]

GRANTOR:

GREGORY A. ATTWOOD, Individually and as
Trustee

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
20____, by Gregory A. Attwood, Individually and as Trustee, in the capacity and for the purposes
and consideration recited herein.

Notary Public, State of Texas

GRANTOR:

KIMBERLY ATTWOOD

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____,
20____, by Kimberly Attwood, in the capacity and for the purposes and consideration recited
herein.

Notary Public, State of Texas

ACCEPTED AND AGREED BY GRANTEE:
City of Round Rock, Texas, on behalf of the
Brushy Creek Regional Utility Authority
(BCRUA)

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

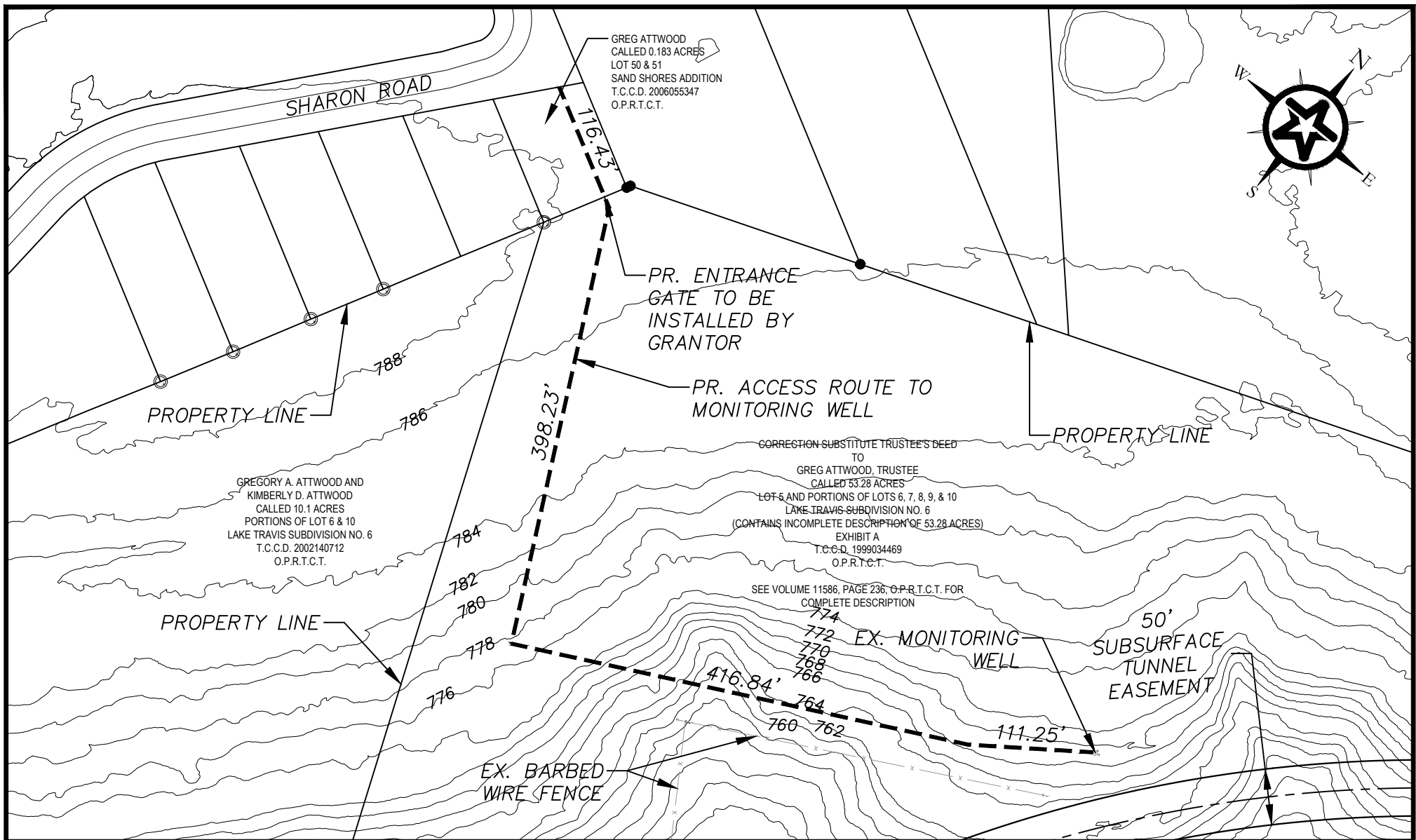
STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____,
20____, by _____, the _____ of City of Round Rock, Texas, on behalf of the
Brushy Creek Regional Utility Authority (BCRUA).

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Cobb, Fendley & Associates, Inc.
Right of Way Department
505 E. Huntland Dr., Suite 100
Austin, TX 78752



ATTWOOD PROPERTY ACCESS

SCALE: 1" = 120'



Walker Partners
engineers ★ surveyors

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

CLIENT NAME: BCRUA

PROJECT NAME: PHASE 2 RAW WATER DELIVERY SYSTEM

PROJECT NUMBER: 3-00619

DATE: 12/13/19

REVISION: 00

EXHIBIT "B"

A1

ATTWOOD TRACT

Sandy Shores

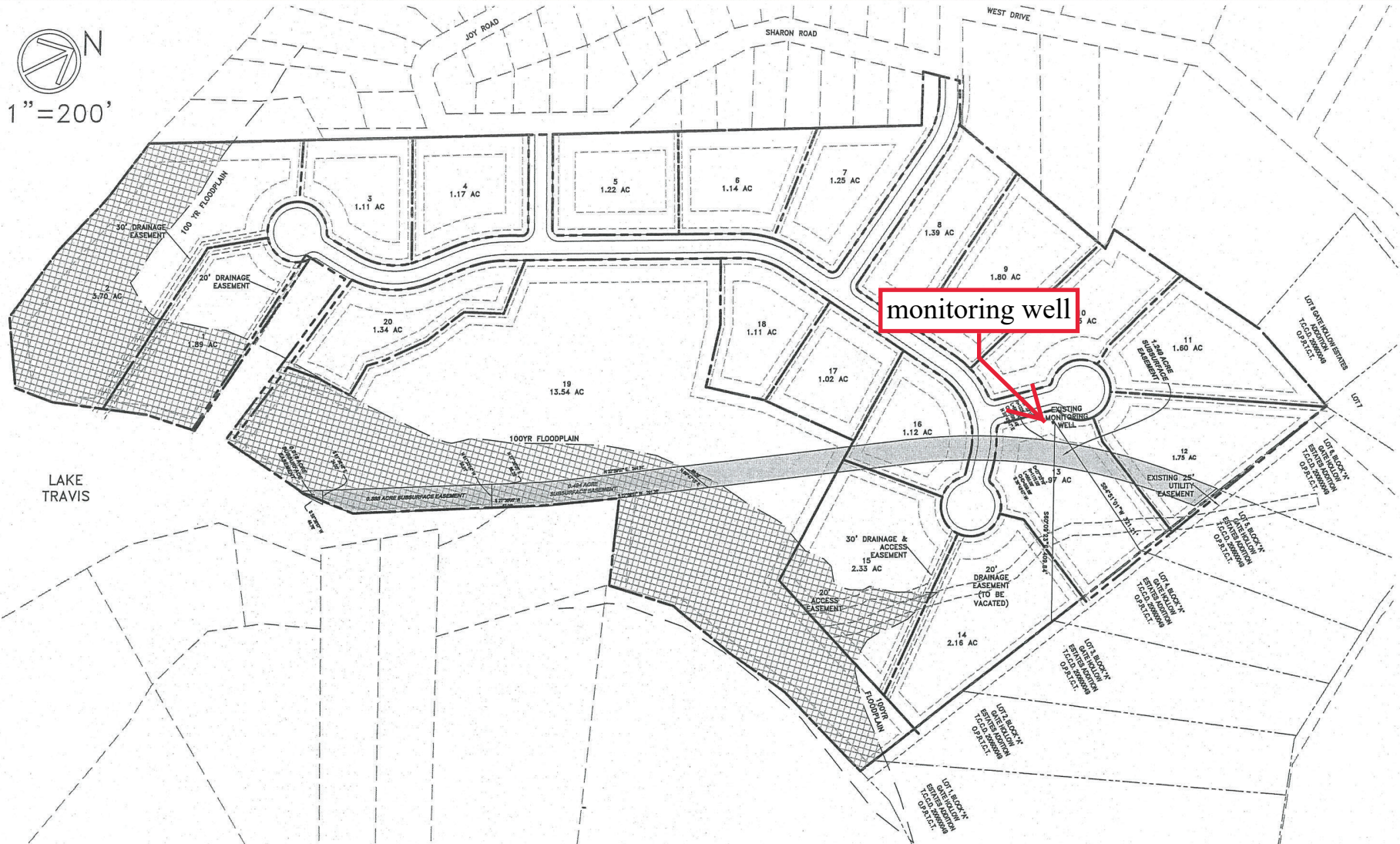
+/- 47.96 ACRES

MW





1"=200'



 10.21 ACRES IN FLOODPLAIN

 .894 ACRES (38,943sf) IN ACQUISITION

2.149 TOTAL ACRES
(93,607 SF) EASEMENTS
.894 ACRES (38,943sf) IN ACQUISITION

EXHIBIT: B
47.96 ACRES

700 North Lamar, Suite 200A
Austin, Texas 78705
Phone: 512-472-6232
Fax: 512-472-2224

SITE SPECIFICS

ATTWOOD
VOLANTE TEXAS
Area of Acquisition

REVISIONS

DATE 5/29/18

FILE NAME VOLANTE

JOB NO.

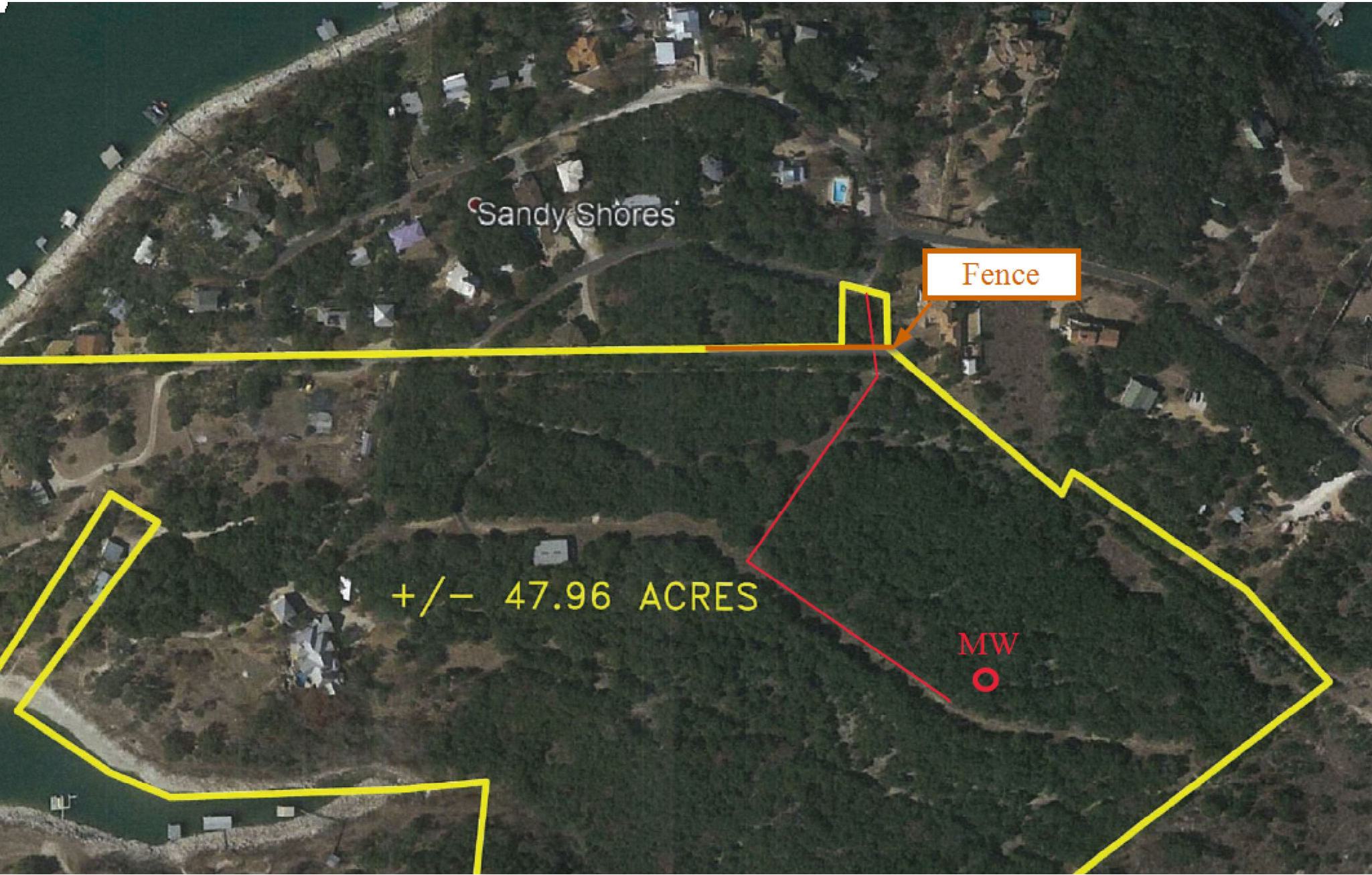
DESIGN BAC/ren

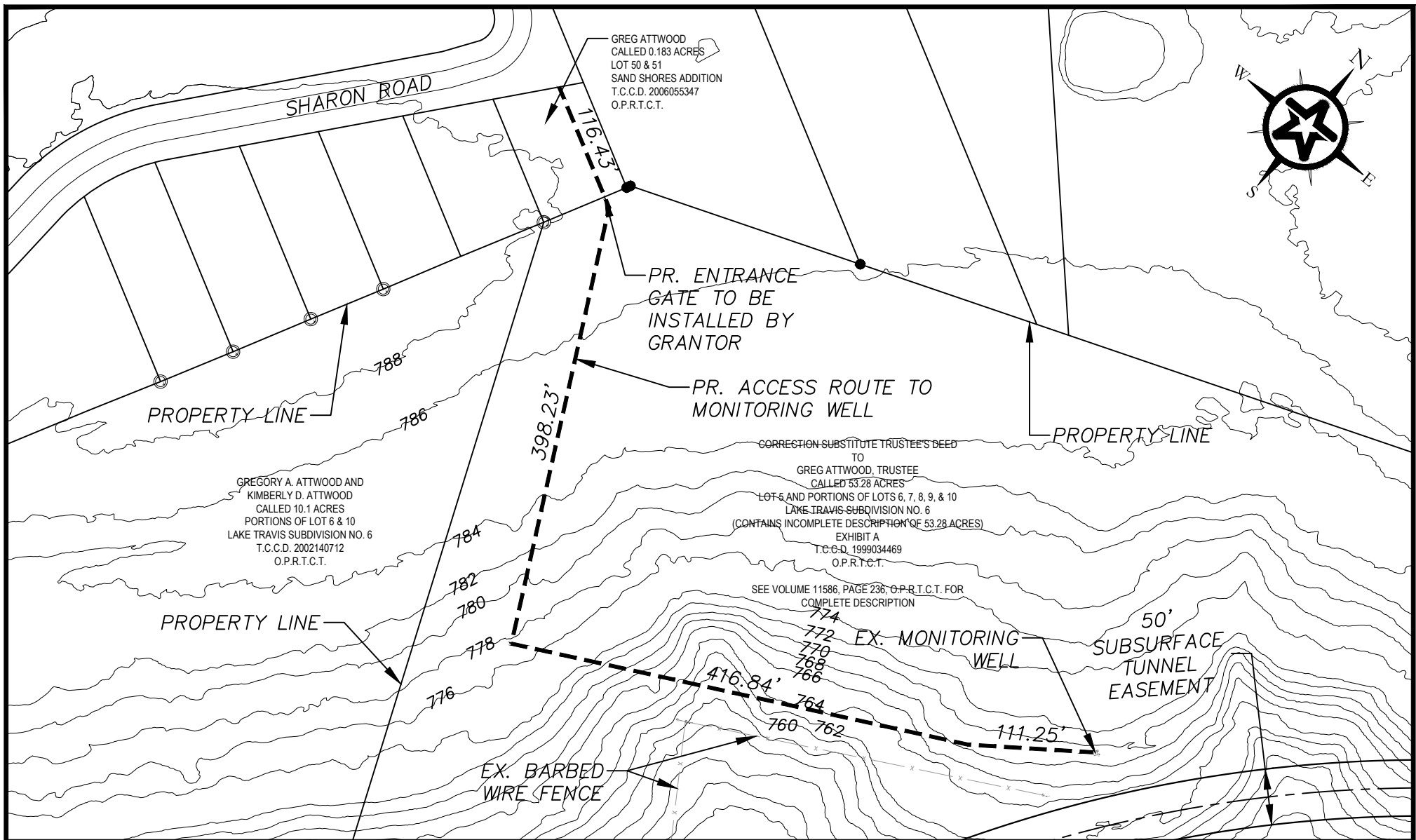
DRAWN JWI

SHEET

3 OF 3

ATTWOOD





ATTWOOD PROPERTY ACCESS

SCALE: 1" = 120'



Walker Partners
engineers ★ surveyors

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

CLIENT NAME: BCRUA

PROJECT NAME: PHASE 2 RAW WATER DELIVERY SYSTEM

PROJECT NUMBER: 3-00619

DATE: 12/13/19

REVISION: 00

A1



City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Partners Remodeling, Restoration & Waterproofing for the purchase of general building construction trades services (drywall).

Type: Resolution

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director: Chad McDowell, General Services Director

Cost: \$750,000.00

Indexes: General Fund

Attachments: Resolution, Form 1295, Exhibit A

Department: General Services Department

Text of Legislative File 2020-0032

The IFB-BV 19-026 solicitation was advertised and four vendors responses were received. It has been determined that Partners Remodeling, Restoration & Waterproofing and Cobos Design & Construction offer the best value to the City. General Services Department recommends that contracts be awarded to Cobos Design & Construction, Inc. and Partners Remodeling for drywall services required to support city operations. This is a dual provider's services.

Contract term will be 60 Months.

Cost: \$750,000.00 (combined with the dual provider)

Source of Funds: General Fund

RESOLUTION NO. R-2020-0032

WHEREAS, the City of Round Rock (“City”) has duly advertised for bids to purchase certain on-site services in the nature of general building construction trades services (drywall) to be performed on and in various City-owned or City-occupied buildings on a directed as-needed basis, and associated goods and services; and

WHEREAS, Section 252.043(a) of the Texas Local Government Code allows a city to award a contract to the bidder who provides goods or services at the best value for the city based on criteria set forth in §252.043(b); and

WHEREAS, the City has determined that Partners Remodeling, Restoration & Waterproofing, LLC will provide goods and services at the best value for the City; and

WHEREAS, the City Council wishes to accept the bid of Partners Remodeling, Restoration & Waterproofing, LLC, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of General Building Construction Trades Services (Drywall Trade) from Partners Remodeling, Restoration & Waterproofing, 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 13th day of February, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF GENERAL BUILDING CONSTRUCTION
TRADES SERVICES (DRYWALL TRADE)**

FROM

PARTNERS REMODELING, RESTORATION & WATERPROOFING, LLC

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

THAT THIS AGREEMENT for on-site services in the nature of general building construction trades services (drywall) to be performed on and in various City-owned or City-occupied buildings on a directed as-needed basis, and for related goods and services, referred to herein as the "Agreement," is made and entered into on this the ____ day of the month of _____, 2020, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and PARTNERS REMODELING, RESTORATION & WATERPROOFING, LLC, referred to herein as "Partners Remodeling," whose offices are located at 3219 Harpers Ferry Lane, Austin, Texas 78745. This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase certain on-site services in the nature of general building construction trades services (drywall) to be performed on and in various City-owned or City-occupied buildings on a directed as-needed basis, and associated goods and services, and City desires to purchase same from Partners Remodeling; and

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

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Partners Remodeling whereby City is obligated to buy specified services and Partners Remodeling is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated Solicitation Number 19-026 (b) Partners Remodeling Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

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

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

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

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

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

F. **Partners Remodeling** means Partners Remodeling, Restoration & Waterproofing, LLC, or any of its successors or assigns.

2.01 EFFECTIVE DATE, INITIAL TERM, AND ALLOWABLE RENEWALS

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

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

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

extraneous charges. City may permit “unit price” adjustments upwards only in accordance with Part III, Item 6 of City’s Invitation for Bid included as a part of Exhibit “A,” attached hereto and incorporated herein by reference for all purposes. Any price increase shall be requested by Partners Remodeling in writing and accompanied by the appropriate documentation to justify the requested increase. Partners Remodeling may offer price decreases at any time and in excess of any allowable percentage changes.

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Partners Remodeling to supply the services as outlined in IFB Solicitation Number 19-026; and Response to IFB submitted by Partners Remodeling, all as specified in Exhibit “A.” The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Partners Remodeling in its Response to the IFB.

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

4.01 DUAL PROVIDERS OF SERVICES

The parties specifically acknowledge and agree that Partners Remodeling shall be considered as one of two (2) providers (“dual providers”) of the specified goods and services (drywall services). Partners Remodeling specifically further acknowledges and agrees that this Agreement is not an exclusive agreement. City may, in its sole and unfettered discretion, elect to use either of the two providers in whatever order it deems most advantageous to City’s purposes. City may, in its sole and unfettered discretion, elect to use any other providers. City is not obligated to use or purchase any estimated annual quantity of goods, and no guarantee is made of any minimum or maximum purchase.

5.01 ITEMS AWARDED

Only if, as, and when needed by City, drywall services are awarded to Partners Remodeling in accordance with bid items shown on Attachment A – Bid Sheet of Exhibit “A,” as follows:

<u>Drywall</u>	<u>Hourly Rate</u>
Installer/Framer Hourly Labor Rate	\$45.00
Installer/Framer Overtime Hourly Labor Rate	\$52.00
Drywall Helper Hourly Labor Rate	\$35.00
Overtime Drywall Helper Hourly Labor Rate	\$42.00
Tape, Floating & Texturing Hourly Labor Rate	\$45.00

Tape, Floating & Texturing Overtime Hourly Labor Rate	\$52.00
Tape, Floating & Texturizing Helper Hourly Labor Rate	\$35.00
Tape, Floating & Texturizing Helper Overtime Hourly Labor Rate	\$42.00
Supervisor	\$45.00

Materials (if on Cost-Plus basis)	
Percentage Markup	20%

6.01 COSTS

A. Only if, as, and when needed by City, the bid costs listed on Attachment A – Bid Sheet of Exhibit “A,” which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Partners Remodeling.

B. Partners Remodeling specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services, and City may not expend in excess of **One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) per year** for Partners Remodeling’s services combined with the dual provider’s services for a total not-to-exceed amount of **Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00)** for the term of this Agreement.

7.01 INVOICES

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

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

8.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

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

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Round Rock’s bid, with the consent and agreement of the successful vendor(s) and Round Rock. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor’s response. However, all parties hereby expressly

agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently-negotiated “piggyback” procurements.

9.01 NON-APPROPRIATION AND FISCAL FUNDING

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

10.01 PROMPT PAYMENT POLICY

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

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

11.01 GRATUITIES AND BRIBES

City may, by written notice to Partners Remodeling, cancel this Agreement without incurring any liability to Partners Remodeling if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Partners Remodeling or its agents or representatives to any City officer, employee or elected representative with respect

to the performance of this Agreement. In addition, Partners Remodeling may be subject to penalties stated in Title 8 of the Texas Penal Code.

12.01 TAXES

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

13.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

14.01 INSURANCE

Partners Remodeling shall meet all requirements as stated in Part II, Section 2 of the attached IFB Solicitation Number 19-026.

15.01 CITY'S REPRESENTATIVE

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

Chad McDowell
General Services Director
212 Commerce Cove
Round Rock, TX 78664
512-341-3191
cmcdowell@roundrocktexas.gov

16.01 RIGHT TO ASSURANCE

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

17.01 DEFAULT

If Partners Remodeling abandons or defaults hereunder and is a cause of City purchasing the specified services elsewhere, Partners Remodeling agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

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

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

18.01 TERMINATION AND SUSPENSION

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

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

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

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

19.01 INDEMNIFICATION

Partners Remodeling shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney’s fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Partners Remodeling, or Partners Remodeling’s agents, employees or subcontractors, in the

performance of Partners Remodeling's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Partners Remodeling (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

20.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

B. Partners Remodeling acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements or the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination Systems (TPDES). Partners Remodeling agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. Partners Remodeling agrees to comply with the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, Partners Remodeling agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

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

21.01 ASSIGNMENT AND DELEGATION

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

22.01 NOTICES

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

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

Notice to Partners Remodeling:

Partners Remodeling, Restoration & Waterproofing, LLC
3219 Harpers Ferry Lane
Austin, TX 78745

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

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

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

23.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

24.01 EXCLUSIVE AGREEMENT

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

25.01 DISPUTE RESOLUTION

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

26.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no

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

27.01 MISCELLANEOUS PROVISIONS

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

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

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

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

[Signatures on the following page.]

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

City of Round Rock, Texas

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

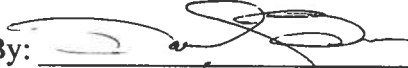
For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Partners Remodeling, Restoration & Waterproofing, LLC

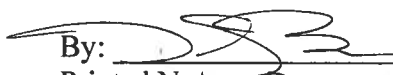
By:  _____
Printed Name: DANIEL DESA
Title: CO-OWNER
Date Signed: 1/22/19

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

City of Round Rock, Texas

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

Partners Remodeling, Restoration & Waterproofing, LLC

By:  _____
Printed Name: DANIELA BOSÁ
Title: Co-Owner
Date Signed: 1/22/20

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Exhibit "A"



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

INVITATION FOR BID (IFB)

DRYWALL SERVICES

SOLICITATION NUMBER 19-026

SEPTEMBER 2019

Exhibit "A"

DRYWALL SERVICES PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Round Rock, herein after "the City," seeks agreements with qualified firms to provide on-site drywall services for various City owned or occupied buildings on an as-needed basis. An anticipated total contract award will be made by the City in an amount not to exceed \$150,000 per year.

The City intends to award one primary contract and one secondary contract based on the best value for the City. The City may contact the Prime Contractor and/or Secondary Contractor to request a quote by project and will select the Contractor that best meets the needs of the City.

2. **BACKGROUND:** The City has approximately 1,000,000 square feet of maintained property and occupies approximately 54 facilities. The buildings consist of both commercial and residential type structures. Facilities that may require professional drywall services include but are not limited to office buildings, fire stations, parks facilities, police facilities, and parking garages.

3. **SOLCITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Pages 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Pages 7-9
Part IV – Scope of Work	Pages 10-13
Attachment A – Bid Sheet	Page 14
Attachment B – Reference Sheet	Page 15
Attachment C – Prevailing Wage	Page 16
Attachment D – Respondent Questionnaire	Page 17

Exhibit "A"

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

Oscar Wise, CTCM
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-5456
E-mail: owise@roundrocktexas.gov

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

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

EVENT	DATE
Solicitation released	September 19 th , 2019
Mandatory Pre-Bid meeting	October 1 st , 2019 @ 9:30 AM, CST
Deadline for submission of questions	October 8 th , 2019 @ 5:00 PM, CST
City responses to questions or addendums	Anticipated date October 11 th , 2019 @ 5:00 PM, CST
Deadline for submission of responses	October 22 nd , 2019 @ 3:00 PM, CST

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

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

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
7. **PRE-BID MEETING:** A pre-bid meeting will be conducted to fully acquaint Respondents with the specifications and bid submittal requirements. The pre-bid meeting will be conducted on the date specified in PART I Section 5-Schedule of Events.
- A. Attendance at the pre-bid meeting is **MANDATORY**. Respondents shall sign-in at the pre-bid meeting to document their attendance.
- Executive Conference Room - City Hall Council Chambers**
221 East Main St
Round Rock, Texas 78664
- B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting.

Exhibit "A"

8. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

City of Round Rock
Attn: Oscar Wise
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299

- A. Sealed responses shall be clearly marked on the outside of packaging with the solicitation title, number, due date and "DO NOT OPEN".
 - B. Facsimile or electronically transmitted responses are not acceptable.
 - C. Responses cannot be altered or amended after opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
9. **BIDDER RESPONSE REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Bidders are to carefully read the entire solicitation.

Bidders shall submit one (1) evident signed "Original" of the response requirements including any required attachments and one (1) identical-to-the-original electronic copy of the IFB response on a flash drive. The samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.

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

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

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

Exhibit "A"

10. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
- A. Purchase price;
 - B. Reputation of Respondent and of Respondent's goods and services;
 - C. Quality of the Respondent's goods and services;
 - D. The extent to which the goods and services meet the City's needs;
 - E. Respondent's past performance with the City;
 - F. The total long-term cost to the City to acquire the Respondent's goods or services;
 - G. Any relevant criteria specifically listed in the solicitation.
 - H. **EVALUATION FACTORS**
Total of 100 points assessed as follows:
 - i. Cost- 60 points total
 - ii. Response to Attachment D – Respondent Questionnaire – 40 points total
 - o Company and individual work experience 25 points
 - o Training and development 10 points
 - o Vehicle and equipment list 5 points
 - I. Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/ information.
11. **CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances
- A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
12. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

City of Round Rock
Drywall Services
IFB No. 19-026
Class/Item: 910-75
September 2019

Exhibit "A"

PART II DEFINITIONS, STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Bidder agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Bidders to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>

Exhibit "A"

PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals or partnerships normally engaged in providing commercial drywall services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - B. The selected respondent(s) shall provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - C. Operate a commercial business location from which work crews are dispatched that is required to be within a 35-mile radius of downtown Round Rock.
 - D. The Drywall Installer/Framer shall have at least five (5) years' experience and a minimum of three (3) years' commercial experience.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in commercial drywall services.
4. **PREVAILING WAGE:** Pursuant to Chapter 2258 of the Texas Government Code, a worker employed on a public work project by a city must be paid: (1) not less than the general prevailing wage rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work. In accordance with Chapter 2258.022, the City adopted through Resolution No. R-2016-3760 the wage rates set forth by the Texas Workforce Commission for the Austin-Round Rock Area as the general prevailing wage rate for the City's public works contracts. A contractor or subcontractor who is awarded a contract by the City shall pay not less than the rates set forth in Attachment C and comply with all applicable sections of Chapter 2258.
Attachment C- Prevailing Wage Rates are posted in Solicitation Documents for IFB 19-026 Drywall Services on the City of Round Rock website at:
<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
5. **PRICING:** The Bidder shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.

Exhibit "A"

6. **PRICE INCREASE:** Contract prices for drywall services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 5% for any single line item.
 - A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>.
 - B. **Procedure to Request Increase:**
 - i. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:

**City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**
 - ii. Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
7. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance at any time during the contract term.
8. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
9. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
10. **WORKFORCE:** Contractor shall:
 - A. Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
 - B. Ensure Respondent's employees, wear a company uniform that clearly identifies them as the Respondent's employee, while working on City property.
 - C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
 - D. The Respondent shall provide background checks on all employees assigned to a project prior to commencement of work to the City's designated representative.

Exhibit "A"

- E. The City will provide the Contractor, the Designated Contact person, and any employees required for the work, access to the sites where services are required upon approval of the City's designated representative. The City's designated representative shall issue security badges to all Respondent's employees assigned to a project. All employees shall be required to wear the badge in a visible manner at all times while on City property.
11. **PERMITS:** The Contractor shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
12. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
13. **POST AWARD MEETING:** The City and successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
- A. Provide City contact(s) information for implementation of agreement.
 - B. Identify specific milestones, goals, and strategies to meet objectives.
14. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. **The City's designated representative:** The City's designated representative shall be:
Corey Amidon
Facility Maintenance Manager
General Services
Phone: 512-341-3144
E-mail: Camidon@roundrocktexas.gov
15. **INTERLOCAL PURCHASING AGREEMENTS**
- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

Exhibit "A"

PART IV SCOPE OF WORK

1. **HISTORY:** The City has approximately 1,000,000 square feet of maintained property and occupies approximately 54 facilities. The buildings consist of both commercial and residential type structures. Facilities maintained vary and can include but are not limited to office buildings, police department, fire stations, parks facilities and parking garages.
2. **SCOPE OF WORK:** The Contractor shall provide on-site services including all materials and labor necessary to perform maintenance, repair, renovations, installation or alteration for various City owned or occupied locations on an as needed basis for drywall installation, framing, and repair. Services shall consist of repairs and miscellaneous projects.

Services performed shall require prior authorization from the City's Facility Maintenance Department. Only services meeting the herein mentioned specifications on workmanship will be accepted.
3. **WORKMANSHIP:** Only first-class work shall be performed, and all materials furnished in carrying out this agreement shall be of character and quality as required by the project specifications. Where no standard is specified, for such work, they shall equal or better the level of finish at the existing conditions and be compliant with all applicable code requirements.
 - A. All materials used in any project shall be new unless pre-approved by the City's designated representative.
 - B. At the conclusion of each project the Contractor shall demonstrate to the City's designated representative that the work is fully operational and in compliance with contract specifications and codes. Any unsatisfactory work done, or materials furnished at whatever time they may be discovered, shall be promptly and permanently corrected at the sole expense of the Contractor prior to final acceptance of work when notified to do so by the authorized City representative.
 - C. The Contractor shall at all times keep the adjacent areas of the work site free from rubbish and the accumulation of any waste materials. It is the Contractor's responsibility to properly dispose of all rubbish and waste materials according to applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations.

Should the Contractor neglect or refuse to remove such unsatisfactory work or materials within forty eight (48) hours of notice by the City, or if they fail to make satisfactory progress in doing so, the City may cause said work or materials to be removed and satisfactorily replaced by contract or otherwise and the expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or shall become due to the City by the Contractor under the agreement.
4. **DRYWALL INSTALLER/FRAMER REQUIREMENTS:** The following contains the minimum requirements and experience for drywall installation, repair, and finishing services required by the City. The Contractor shall ensure that all personnel are skilled and qualified to perform the services as requested.
 - A. Contractor shall have a working knowledge of commercial and residential drywall installation, repair, and finishing work to include work with metal studs.
 - B. The functions shall include but not be limited to: lay out projects, install all drywall units, repair drywall units, finishing work, and other drywall work as described by the project manager.
 - C. Contractor must be familiar with and have a working knowledge of all tools and equipment applicable to the drywall trade and have extensive knowledge of building materials.
 - D. Contractor must be able to work unsupervised and run a crew.
 - E. The Drywall Installer/Framer shall have at least five (5) years' experience and a minimum of three (3) years' commercial experience and possess all the necessary tools required to complete projects specified by the City.

Exhibit "A"

- F. It is the responsibility of the Contractor to supervise their employees and to ensure that the work crew acts in a professional manner regarding conduct, dress, and language. Employees that are found to be non-compliant with these requirements shall be removed by the Contractor from City property.
5. **DESIGNATED CONTACT PERSON:** In order to maintain consistent standards of quality work performed across the City, the city shall be provided with a designated and identified crew leader/point of contact upon award of the contract.
- A. The City shall be provided with the designated person's name and telephone number.
 - B. This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person due to termination, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.
 - C. Answering machines are unacceptable as a point of contact.
 - D. The contact person shall be identified in the solicitation response and may be required to attend an oral presentation to the selection team prior to award of contract.
6. **WARRANTY:** Successful Respondent shall provide a one (1) year warranty on all workmanship and parts including but not limited to manufacturer's warranty, workmanship defects, and installation. All warranty work shall be completed within five (5) working days from notice of defect.
7. **RESPONSE TIME:** Response times shall be as follows:
- A. **Regular business hours** shall be from 7:00 AM to 6:00 PM
 - B. **Non-Emergency Service Calls:** Successful Respondent shall respond and provide a written estimate for non-emergency service calls within two (2) days and begin work within five (5) days of the original request.
8. **REGULAR AND OVERTIME WORK HOURS:** Regular Business hours are 7:00 am to 6:00 pm Monday through Friday. Overtime pay consisting of hours outside the designated regular business hours, will be allowed by the City if deemed necessary and approved by the City's designated representative in advance of work. Overtime work performed in excess of regular work hours or on weekends or holidays shall be based on the rate of regular labor not to exceed one and one half (1 ½) times the fixed hourly rate for the tradesman performing the service. Respondent shall submit a total hourly and overtime rate price for labor that includes, but not be limited to, all costs for labor, overhead charges, travel, and payroll expenses.
9. **SAFETY:**
- A. The Successful Respondent and their respective employees are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services. All Successful Respondents shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract. In case of conflict, the most stringent safety requirement shall govern. The Successful Respondent shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Successful Respondent's obligations under this paragraph.
 - B. **Material Safety Data Sheets:** Successful Respondent shall be required to have in their possession at the location of each project and available upon request material safety data sheets applicable to hazardous substances that are present at the work site.

Exhibit "A"

10. **ESTIMATES:** Contractor shall provide a non-binding written "Not to Exceed" estimate on all projects at no charge to the City upon request. It is the Contractor's responsibility to ensure that all information is complete to provide an accurate estimate. The City will not incur charges from the Contractor until the Contractor arrives on site and begins work. In certain circumstances a sample of materials to be used in a project may be requested by the City's designated representative for approval before work commences.
- Each written estimate shall include the following information:
- A. Department name and location of the project;
 - B. Contractor's designated contact name and telephone number;
 - C. Breakdown of Labor costs (Number of workers, hourly rate); Also include Supervisor hours and rate if applicable.
 - D. Materials (Detailed description, quantity, unit price and extended price amounts);
 - E. Cost of Equipment rented to complete project;
 - F. Total Cost (Labor and materials);
 - G. Description specifying work to be done;
 - H. Time projected to complete the project.
11. **SITE INSPECTION:** It shall be the responsibility of the Contractor to visit and inspect the locations prior to the submittal of a proposal. No variation in price or conditions shall be permitted based on claims of not being knowledgeable, aware, or informed of all requirements and specifications for a job assignment. Submittal of the proposal is evidence that the Contractor has familiarized himself with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of the work to be done and the equipment, materials and labor required. Inspection must be scheduled by contacting the City's designated representative.
12. **DELIVERY AND STORAGE:** It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing drywall material and supplies for each project. The City will not assume any responsibility for receiving these shipments. The Contractor shall verify with the City's designated representative and make necessary arrangements for security and storage space in the building during the project.
13. **WORK REPORTS:** Respondent shall complete and furnish a work report for each project. A copy of each work report shall be presented with time and material used. Reports shall include, at a minimum, the following information:
- A. Location of the worksite;
 - B. Date and time of arrival at worksite;
 - C. Time spent for repair;
 - D. Date and time work at location is completed;
 - E. Part(s) ordered, and equipment rented, if necessary
 - F. A detailed description of all the completed repair work certifying the location is in working order shall be signed by the City's designated representative at the time the work is performed.
14. **ORDER QUANTITY:**
- A. Bids per project shall not exceed 10% waste expectation on all quantities.
 - B. Prices for materials will be on a cost-plus basis. The percentage (%), if any, of markup will be designated by the Respondent in the solicitation response document. Invoices for work performed shall require a copy of a supplies receipt to be included. Failure to provide the contracted cost-plus percentage (%) on an invoice may result in payment at cost.

City of Round Rock
Drywall Services
IFB No. 19-026
Class/Item: 910-75
September 2019

Exhibit "A"

15. **INVOICE REQUIREMENTS:** Each project shall be invoiced separately; the Contractor shall include detailed information on each invoice:
- A. The total hours worked and hourly rate for labor. Labor hours shall include costs of labor, overhead charges, travel, payroll expenses and Supervisor total hours and rate if applicable.
 - B. Supplies and materials: The cost of supplies and materials shall be listed separately from labor. A maximum percentage markup, as indicated on Attachment A- Bid Sheet, will be allowed for material.
 - C. Invoices shall have attached a copy of paid materials receipt from the supplier.

Exhibit "A"

**ATTACHMENT A
BID SHEET**

1. **ATTACHMENT A- BID SHEET** is posted in Solicitation Documents for IFB No. 19-026 Drywall Services in an Excel format on the City of Round Rock website at:
<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
 - A. In order to be considered responsive Attachment A- Bid Sheet must be completed and signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 5 – Schedule of Events.
 - B. The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
 - C. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>.
 - D. By the signature affixed on Attachment A-Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business.
 - E. The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

Exhibit "A"
UPDATED

ATTACHMENT A - BID SHEET
CITY OF ROUND ROCK

Solicitation Number:
Solicitation Description
Purchaser:

IFB No. 19-026
Drywall Services
Oscar Wise

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB 19-026 Drywall Services. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments, and all documents incorporated by reference and agrees to be bound by the terms therein.

An anticipated Contract award will be made by the City in an estimated amount not-to-exceed \$150,000 per year. Pricing bid below is being collected for cost evaluation purposes only.

Special Instructions: All prices must be quoted in order to be considered responsive. A value of "0" will be interpreted as no-cost to the City. Be advised that exceptions taken to any portion of the solicitation or any unauthorized changes to the bid sheet will result in the rejection of the bid.

Cost = 60 points

Description	Estimated Annual Quantity	Unit	Unit Cost	Extended Cost
Drywall Installer/Framer Regular Hourly Rate.	500	Hourly	\$45.00	\$22,500.00
Drywall Installer/Framer Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate.	100	Hourly	\$52.00	\$5,200.00
Drywall Helper Regular Hourly Labor Rate.	500	Hourly	\$35.00	\$17,500.00
Drywall Helper Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate.	100	Hourly	\$42.00	\$4,200.00
Annual Total:				\$49,400.00

Exhibit "A"
UPDATED
ATTACHMENT A- BID SHEET
CITY OF ROUND ROCK

Information Only: Replacement Parts and Materials (shall not exceed 20%) Supervisor hours are not anticipated for most repair or project needs but shall be listed here for contract purposes.				
Percent over cost:				20.00%
Supervisor Hourly Rate:				\$45.00
Optional: List hourly rates for Tape, Floating and Texturing. If you do not provide this service, please mark as zero (0).				
Description	Estimated Annual Quantity	Unit	Unit Cost	Extended Cost
Tape, Floating and Texturing Regular Hourly Labor Rate.	500	Hourly	\$45.00	\$22,500.00
Tape, Floating and Texturing Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate.	100	Hourly	\$52.00	\$5,200.00
Tape, Floating and Texturing Helper Regular Hourly Labor Rate.	500	Hourly	\$35.00	\$17,500.00
Tape, Floating and Texturing Helper Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate.	100	Hourly	\$42.00	\$4,200.00
Annual Total:				\$49,400.00
Response to Attachment D – Respondent Questionnaire – 40 points total <ul style="list-style-type: none"> ○ Company and individual work experience 25 points ○ Training and development 10 points ○ Vehicle and equipment list 5 points 				

COMPANY NAME:
 SINGATURE OF AUTHORIZED REPRESENTATIVE:
 PRINTED NAME:
 EMAIL ADDRESS:

Partners Remodeling Restoration and Waterproofing

Daniel Besa
Danielbesagrrw@yahoo.com

Exhibit "A"

ATTACHMENT B:
BIDDERS REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: IFB No. 19-026

RESPONDENT'S NAME: PRZW

DATE: 10/21/19

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

1. Company's Name AUSTIN STATE HOSPITAL
Name of Contact RUBEN MENDOZA
Title of Contact FACILITY MANAGER
E-Mail Address RUBEN.MENDOZA@DSHS.STATE.TX.US
Present Address 4110 GUADALUPE STREET
City, State, Zip Code AUSTIN TX 78751
Telephone Number (512) 576-4668 Fax Number: ()

2. Company's Name STATE PROSECUTION BOARD
Name of Contact KEVIN KOCH
Title of Contact ENGINEER
E-Mail Address KEVIN.KOCH@THESTATEOFFORTEXAS.COM
Present Address 201 E. 14th STREET
City, State, Zip Code AUSTIN TX 78701
Telephone Number (512) 970-1435 Fax Number: ()

3. Company's Name EVUK INYANG TRAVIS COUNTY GARAGE BETTS
Name of Contact EVUK INYANG
Title of Contact MAINTENANCE MANAGER
E-Mail Address EVUK.INYANG@TRAVISCOUNTYTX.GOV
Present Address 2515 S CONGRESS AVENUE
City, State, Zip Code AUSTIN TX 78704
Telephone Number (512) 577 6109 Fax Number: ()

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

Exhibit "A"

ATTACHMENT D
RESPONDENT QUESTIONNAIRE
40 Points

Name of Business:	PARTNER'S REMODELING, RESTORATION & WATERPROOFING
Physical Address of Headquarters (HQ):	3219 HAZARDS FERRY LN AUSTIN, TX 78745
Physical Address of Serving Branch: (if different address from HQ)	SAME

1. On a separate sheet of paper describe training and development provided to staff. (10 Points)
2. EQUIPMENT LIST: Attach a separate sheet of paper that describes the type of vehicles and equipment that will be used to support this contract. This inventory list shall provide line item information of assets including type of equipment, brand, quantity, and age. (5 Points)
3. Number of full-time employees that are eligible to work on City of Round Rock projects:

Number of Employees:	10
----------------------	----

4. How many years has your company been in the Commercial Drywall Business?

Number of years in the commercial Drywall business:	20 yrs
---	--------

5. EXPERIENCE: On a separate sheet of paper describe relevant company and individual experience for the personnel who will be actively engaged in the performance of this contract. (25 Points)
 - A. Company work experience: Describe recent company work experience (2 years or less) for at least 2 commercial contracts for Drywall Services.
 - B. Individual Work Experience: Include the resume of the owner and lead personnel as well as supporting documentation as applicable; such as certifications, licenses and years of experience of the drywall installers and/or framers.

(REMINDER: per Part III, Item 2.D. "The Drywall Installer/Framer shall have at least five (5) years' experience and a minimum of three (3) years' commercial experience")



Exhibit "A"

Partners Remodeling, Restoration and Waterproofing LLC

Partners Remodeling, Restoration and Waterproofing LLC.

Company Bio

Partners Remodeling Restoration and Waterproofing LLC is a local family owned business located out of South Austin Texas. We have been in business for 20 years and have over 100 years of combined experience in the commercial construction industry. We have 3 owners; one of the owners will be in charge of communicating with the City of Round Rock for all drywall projects. We have completed multi year drywall contracts with State Preservation Board, Texas Department of Transportation and The Austin State Hospital with re-newals. With owners on site and project managing we have built a reputation exceeding customer expectations by completing projects on time, on budget, and to specification. We pride in doing our projects RIGHT THE FIRST TIME. We typically work on projects up to 1 million, on multiple types of structures including; commercial buildings, government building, and residential building and homes. With our broad spectrum of services we provide and the different type of structure's we work on, we have gained invaluable experience. We are confident we can accomplish any and all scopes of work in the construction industry. Our craftsman each have a MINIMUM 10 years' experience in construction industry.

We have completed many projects for City of Round Rock the past years and would embrace the opportunity to showcase our talents on this project. I guarantee the City of Round Rock will be completely satisfied, from start to finish, should Partners be awarded the drywall annual contract.

Respectfully Submitted,

**Daniel Besa
Co-Owner**

3219 Harpers Ferry Lane Austin, Texas 78745 Phone: 512-825-3950 Fax: 512-291-5451

Exhibit "A"

Juan Manuel Besa

3219 Harpers Ferry Ln

Austin, Texas 78745

512-947-6114

Objective:

To oversee projects for Partners Remodeling Restoration and Waterproofing, and to make sure they are completed on time, on budget, and to product specifications.

Skills and Accomplishments: I have been in the construction industry for over 40 years. Have seen all things possible. Restored the capital in the 1980's. Managed projects over a million dollars. I don't let anything stop me from completing a project. A list of skills I can perform are as follows: Building, Framing, Waterproofing, Restoration, Painting Restoration, Coatings, Concrete Restoration, Caulking, Epoxy Injections, Epoxy Flooring, Demolition, Powerwashing, Tile Work, Siding, Fiberglass Pans, Trim, Window Installation, Door Installations, Staging.

Education:

College at South West Texas Jr. College Associates in Business

Experience:

Partners Remodeling Restoration and Waterproofing LLC

1999 – Present Co-Owner

Small list of prominent projects completed recently as Superintendent

- Residential additions and complete remodels
 - State of Texas Capitol Senate Chamber painting/restoration project
 - State of Texas Capitol representative office's painting project. Multiple sessions.
 - Multiyear TXDOT painting contract
 - Multiyear City of Round Rock concrete contract
-

Exhibit "A"

-Multiple painting projects at University of Texas at Austin

-Criss Cole Rehabilitative Services. Multiple projects, including, waterproofing, painting, coating, commercial kitchen renovation, ipe bridge construction, ceiling tile replacement.

- State Hospital. Multiple projects including, painting, coating, caulking, glazing, window replacement, door replacement, and carpentry.

March 1996- January 1999

Taylor Waterproofing (Superintendent)

100% commercial building

- Coatings

-Waterproofing

-Caulking

-Glazing

-Powerwashing

January 1992 – March 1996

Millsap Waterproofing (Superintendent)

100% commercial building

- Coatings

-Waterproofing

-Caulking

-Glazing

-Powerwashing

May 1988- January 1992

Exhibit "A"

Mid Continental (Superintendent)

100% commercial building

- Coatings

-Waterproofing

-Caulking

-Glazing

-Powerwashing

March 1984- May 1988

Western Waterproofing (Foreman)

100% commercial building

- Coatings

-Waterproofing

-Caulking

-Glazing

-Powerwashing

August 1981- May 1984

Camberlin Waterproofing (Foreman)

100% commercial building

- Coatings

-Waterproofing

-Caulking

-Glazing

-Powerwashing

Exhibit "A"

Daniel Hilario Besa

3219 Harpers Ferry Ln

Austin, Texas 78745

512-825-3950

Objective:

To help grow Partners Remodeling Restoration and Waterproofing and make it one of the most reliable construction companies in Austin, Texas

Skills and Accomplishments:

Very good at managing small to large projects. Scheduling to keep projects moving is my greatest skill. Very personable. Handles tough situations and finds solutions. Very hand on, can run an office and be hands on. A list of what I can do: Building, Waterproofing, Coatings, Restoration, Painting, Concrete Restoration, Caulking, Epoxy Injections, Epoxy Flooring, Demolition, Powerwashing, Tile Work, Siding, Fiberglass Pans, Trim, Window Installation, Door Installations, Staging.

Education

Bachelors of Science Degree Texas Lutheran University December 2007

Experience

May 2003 – Present Owner

Partners Remodeling Restoration and Waterproofing

Oversee projects up to \$1 million

Make sure everything is running smoothly (project scheduling)

Maintain a great work environment

Top priority is safety

Exhibit "A"

Pat Besa
3219 Harpers Ferry Lane
Austin, TX 78745
Home: 512-291-5451
Cell: 297-7032
E-mail: Pbesa3@yahoo.com

Objective: To secure a supervisor position in construction management that allows me to use my skills and work experience.

Work Experience:

August 2004 – Present Co-Owner
Partners Remolding Restoration and Waterproofing (PRRW)
Austin TX

- Restore and remodel homes to customer specifications
- Water proof and maintain commercial buildings and homes
- Over see five employees

January 2004- August 2004 Sales Representative
Micro Communications Incorporated (MCI)
Austin TX

- Tele-market new phone services and products
- Reach quota bi weekly by at least 120%
- Great phone communications with customers

May 2003- August 2003 Caulker

May 2002- August 2002

- American Restoration
- Austin TX
- Water proof commercial buildings
- Lots of experience in caulking and glazing

Education:

Diploma Davy Crockett High School



Exhibit "A"

Partners Remodeling, Restoration and Waterproofing

Partners Remodeling, Restoration and Waterproofing

Equipment to Perform Work

Vehicle to transport equipment

2012 F-350

2012 F-350

2013 F-350

Trailers for equipment storage

20' Enclosed trailer

14' Enclosed trailer

12' Enclosed trailer

Dump trailer to haul trash off site

18' Bumper pull dump trailer

18' Gooseneck dump trailer

5 30 Yard dumpsters with towing trailer

Commercial Hopper for large texture project

Sheetrock trolley for easy movement

Sheetrock lift

2', 4', 6', 8', 10', 12', 14" knives for floating the walls

Electric and battery operated low RPM mixers for mud

Multiple Miter saws for any size project

Grinder and chop saws for metal stud work

Impact drill for screw in application

Air compressors for nail in application

Framing nailers and finish nailers

20', 16', 12', 8', 6', 4' ladders

12 sets of bakers scaffolding

Multiple battery operated sawzalls

Extension cords of every length

Hammers, crowbars, prybars

Work stands for miter saws

Levels of all sizes

Exhibit "A"



ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: IFB 19-026

Addendum No: 1

Date of Addendum: 10/10/19

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

- I. **Clarifications:** The bid sheet has been updated with a revised copy. The City added optional line items for taping/floating and texturing. Please complete this section of the bid sheet if you offer these services.
- II. **Questions:**
- Q1. Can we get paid for our time for estimates?
A1. No. You must incorporate this into your hourly rate established on the bid sheet.
- Q2. Can we add a line on the Bid Sheet for Estimates?
A2. No.
- Q3. Is installation included?
A3. Yes. Part IV, Scope of Work, Item 2 states "The Contractor shall provide on-site services including all materials and labor necessary to perform maintenance, repair, renovations, installation or alteration for various City owned or occupied locations on an as needed basis for drywall installation, framing, and repair. Services shall consist of repairs and miscellaneous projects."
- Q4. How do we bill for disposal?
A4. You must account for this in your Hourly Rate.
- Q5. Where do we take disposal material? Will there be a dumpster at each job?
A5. This will vary from job to job. There may be a dumpster at the job site, but you should account for your disposal rates in your hourly rate.
- Q6. As we have done previous work for the City of Round Rock, may we use them as a reference?
A6. No, you cannot use the City of Round Rock as a reference.
- Q7. The Solicitation states employees must be in uniform. Will a safety vest with our company's name on it suffice?
A7. Yes, this will qualify as a uniform.
- Q8. The prevailing wage rate referenced in the solicitation is dated 2016. Can we use the prevailing wage rate for 2019?
A8. No, Council has not yet adopted the 2019 prevailing wage rates. The City is currently using the 2016 Prevailing Wage Schedule.
- Q9. The solicitation indicates there should be one point of contact listed. Please clarify if this is a single point of contact in administrative role or field personnel?
A9. The point of contact is referencing field/operations personnel.

Exhibit "A"

Q10. The solicitation states a response time for non-emergency jobs. Please clarify what the expected response time will be for emergency jobs.

A10. The city does not anticipate they will require emergency work under this contract. The City will accept the same response time for an emergency job as for a non-emergency job as per Part IV, Item 7.B.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Oscar Wise, Purchaser
Purchasing Office, 512-218-5456

October 10, 2019

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

ACKNOWLEDGED BY:

DANA GESS
Name

[Signature]
Authorized Signature

10/26/19
Date

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

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:
2020-579751

Date Filed:
01/22/2020

Date Acknowledged:

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

Partners Remodeling Restoration and Waterproofing
AUSTIN, TX United States

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

City of Round Rock

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

Drywall Services
Drywall Services for the City of Round Rock

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Besa, Patsquinel	AUSTIN, TX United States	X	
	Besa, Juan	Austin, TX United States	X	
	Besa, Daniel	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

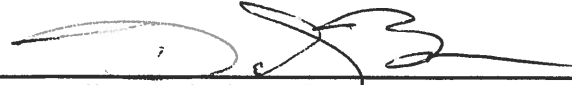
6 UNSWORN DECLARATION

My name is DANIEL BESA, and my date of birth is [REDACTED].

My address is 3219 HARPER'S Ferry Ln, Austin, TX, 78745, US.
(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 22 day of 1, 20 20.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Cobos Design & Construction, Inc. for the purchase of general building construction trades services (drywall).

Type: Resolution

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director: Chad McDowell, General Services Director

Cost: \$750,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: General Services Department

Text of Legislative File 2020-0033

The IFB-BV 19-026 solicitation was advertised and four vendors responses were received. It has been determined that Cobos Design & Construction, Inc. and Partners Remodeling, Restoration & Waterproofing offer the best value to the City. General Services Department recommends that contracts be awarded to Cobos Design & Construction, Inc. and Partners Remodeling for drywall services required to support city operations. This is a dual provider's services.

Contract Term will be 60 Months

Cost: \$750,000.00 (combined with the dual provider)

Source of Funds: General Fund

RESOLUTION NO. R-2020-0033

WHEREAS, the City of Round Rock (“City”) has duly advertised for bids to purchase certain on-site services in the nature of general building construction trades services (drywall) to be performed on and in various City-owned or City-occupied buildings on a directed as-needed basis, and associated goods and services; and

WHEREAS, Section 252.043(a) of the Texas Local Government Code allows a city to award a contract to the bidder who provides goods or services at the best value for the city based on criteria set forth in §252.043(b); and

WHEREAS, the City has determined that Cobos Design & Construction, Inc. will provide goods and services at the best value for the City; and

WHEREAS, the City Council wishes to accept the bid of Cobos Design & Construction, Inc.,
Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of General Building Construction Trades Services (Drywall Trade) from Cobos Design & Construction, Inc., a copy of said Agreement being attached hereto as Exhibit “A” and incorporated herein.

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

RESOLVED this 13th day of February, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF GENERAL BUILDING CONSTRUCTION
TRADES SERVICES (DRYWALL TRADE)
FROM
COBOS DESIGN & CONSTRUCTION, INC.**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

THAT THIS AGREEMENT for on-site services in the nature of general building construction trades services (drywall) to be performed on and in various City-owned or City-occupied buildings on a directed as-needed basis, and for related goods and services, referred to herein as the "Agreement," is made and entered into on this the ____ day of the month of _____, 2020, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and COBOS DESIGN & CONSTRUCTION, INC., referred to herein as "Cobos," whose offices are located at 1123 Mansell, Austin, Texas 78721. This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase certain on-site services in the nature of general building construction trades services (drywall) to be performed on and in various City-owned or City-occupied buildings on a directed as-needed basis, and associated goods and services, and City desires to purchase same from Cobos; and

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

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Cobos whereby City is obligated to buy specified services and Cobos is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated Solicitation Number 19-026 (b) Cobos's Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

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

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

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

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

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

F. **Cobos** means Cobos Design & Construction, Inc., or any of its successors or assigns.

2.01 EFFECTIVE DATE, INITIAL TERM, AND ALLOWABLE RENEWALS

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

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

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

extraneous charges. City may permit "unit price" adjustments upwards only in accordance with Part III, Item 6 of City's Invitation for Bid included as a part of Exhibit "A," attached hereto and incorporated herein by reference for all purposes. Any price increase shall be requested by Cobos in writing and accompanied by the appropriate documentation to justify the requested increase. Cobos may offer price decreases at any time and in excess of any allowable percentage changes.

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Cobos to supply the services as outlined in IFB Solicitation Number 19-026; and Response to IFB submitted by Cobos, all as specified in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Cobos in its Response to the IFB.

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

4.01 DUAL PROVIDERS OF SERVICES

The parties specifically acknowledge and agree that Cobos shall be considered as one of two (2) providers ("dual providers") of the specified goods and services (drywall services). Cobos specifically further acknowledges and agrees that this Agreement is not an exclusive agreement. City may, in its sole and unfettered discretion, elect to use either of the two providers in whatever order it deems most advantageous to City's purposes. City may, in its sole and unfettered discretion, elect to use any other providers. City is not obligated to use or purchase any estimated annual quantity of goods, and no guarantee is made of any minimum or maximum purchase.

5.01 ITEMS AWARDED

Only if, as, and when needed by City, drywall services are awarded to Cobos in accordance with bid items shown on Attachment A – Bid Sheet of Exhibit "A," as follows:

<u>Drywall</u>	<u>Hourly Cost</u>
Installer/Framer Hourly Labor Rate	\$35.00
Installer/Framer Overtime Hourly Labor Rate	\$40.00
Drywall Helper Hourly Labor Rate	\$30.00
Overtime Drywall Helper Hourly Labor Rate	\$35.00
Tape, Floating & Texturing Hourly Labor Rate	\$35.00
Tape, Floating & Texturing Overtime Hourly Labor Rate	\$40.00
Tape, Floating & Texturizing Helper Hourly Labor Rate	\$30.00

Tape, Floating & Texturizing Helper Overtime Hourly Labor Rate	\$35.00
Supervisor	\$45.00

Materials (if on Cost-Plus basis)	
Percentage Markup	20%

6.01 COSTS

A. Only if, as, and when needed by City, the bid costs listed on Attachment A – Bid Sheet of Exhibit “A,” which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Cobos.

B. Cobos specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services, and City may not expend in excess of **One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) per year** for Cobos’s services combined with the dual provider’s services for a total not-to-exceed amount of **Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00)** for the term of this Agreement.

7.01 INVOICES

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

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

8.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

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

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

9.01 NON-APPROPRIATION AND FISCAL FUNDING

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

10.01 PROMPT PAYMENT POLICY

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

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

11.01 GRATUITIES AND BRIBES

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

12.01 TAXES

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

13.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

14.01 INSURANCE

Cobos shall meet all requirements as stated in Part II, Section 2 of the attached IFB Solicitation Number 19-026.

15.01 CITY'S REPRESENTATIVE

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

Chad McDowell
General Services Director
212 Commerce Cove
Round Rock, TX 78664
512-341-3191
cmcdowell@roundrocktexas.gov

16.01 RIGHT TO ASSURANCE

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

17.01 DEFAULT

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

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

- A. Fails to make any payment in full when due:
- B. Fails to fully, timely and faithfully perform any of its material obligations hereunder:

C. Fails to provide adequate assurance of performance under the “Right to Assurance” section herein; or

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

18.01 TERMINATION AND SUSPENSION

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

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

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

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

19.01 INDEMNIFICATION

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

20.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

B. Cobos acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination Systems (TPDES). Cobos agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. Cobos agrees to comply with the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, Cobos agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

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

21.01 ASSIGNMENT AND DELEGATION

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

22.01 NOTICES

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

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

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

Notice to Cobos:

Cobos Design & Construction, Inc.
1123 Mansell
Austin, TX 78721

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

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

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

23.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

24.01 EXCLUSIVE AGREEMENT

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

25.01 DISPUTE RESOLUTION

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

26.01 SEVERABILITY

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

27.01 MISCELLANEOUS PROVISIONS

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

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

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

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

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Cobos have executed this Agreement on the dates 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

Cobos Design & Construction, Inc.


By:  _____
Printed Name: Cal Cobos
Title: President
Date Signed: 1-15-2020

Exhibit "A"



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

INVITATION FOR BID (IFB)

DRYWALL SERVICES

SOLICITATION NUMBER 19-026

SEPTEMBER 2019

Exhibit "A"

DRYWALL SERVICES PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Round Rock, herein after "the City," seeks agreements with qualified firms to provide on-site drywall services for various City owned or occupied buildings on an as-needed basis. An anticipated total contract award will be made by the City in an amount not to exceed \$150,000 per year.

The City intends to award one primary contract and one secondary contract based on the best value for the City. The City may contact the Prime Contractor and/or Secondary Contractor to request a quote by project and will select the Contractor that best meets the needs of the City.

2. **BACKGROUND:** The City has approximately 1,000,000 square feet of maintained property and occupies approximately 54 facilities. The buildings consist of both commercial and residential type structures. Facilities that may require professional drywall services include but are not limited to office buildings, fire stations, parks facilities, police facilities, and parking garages.

3. **SOLCITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Pages 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Pages 7-9
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Attachment C – Prevailing Wage	Page 16
Attachment D – Respondent Questionnaire	Page 17

Exhibit "A"

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

Oscar Wise, CTCM
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-5456
E-mail: owise@roundrocktexas.gov

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

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

EVENT	DATE
Solicitation released	September 19 th , 2019
Mandatory Pre-Bid meeting	October 1 st , 2019 @ 9:30 AM, CST
Deadline for submission of questions	October 8 th , 2019 @ 5:00 PM, CST
City responses to questions or addendums	Anticipated date October 11 th , 2019 @ 5:00 PM, CST
Deadline for submission of responses	October 22 nd , 2019 @ 3:00 PM, CST

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

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

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

7. **PRE-BID MEETING:** A pre-bid meeting will be conducted to fully acquaint Respondents with the specifications and bid submittal requirements. The pre-bid meeting will be conducted on the date specified in PART I Section 5-Schedule of Events.

- A. Attendance at the pre-bid meeting is **MANDATORY**. Respondents shall sign-in at the pre-bid meeting to document their attendance.

**Executive Conference Room - City Hall Council Chambers
221 East Main St
Round Rock, Texas 78664**

- B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-bid meeting.

Exhibit "A"

8. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

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

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

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

Bidders shall submit one (1) evident signed "Original" of the response requirements including any required attachments and one (1) identical-to-the-original electronic copy of the IFB response on a flash drive. The samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.

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

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

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

Exhibit "A"

10. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
- A. Purchase price;
 - B. Reputation of Respondent and of Respondent's goods and services;
 - C. Quality of the Respondent's goods and services;
 - D. The extent to which the goods and services meet the City's needs;
 - E. Respondent's past performance with the City;
 - F. The total long-term cost to the City to acquire the Respondent's goods or services;
 - G. Any relevant criteria specifically listed in the solicitation.
 - H. **EVALUATION FACTORS**
Total of 100 points assessed as follows:
 - i. Cost- 60 points total
 - ii. Response to Attachment D – Respondent Questionnaire – 40 points total
 - o Company and individual work experience 25 points
 - o Training and development 10 points
 - o Vehicle and equipment list 5 points
 - I. Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information.
11. **CONFIDENTIALITY OF CONTENT:** As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances
- A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
12. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Exhibit "A"

PART II DEFINITIONS, STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Bidder agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Bidders to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>

Exhibit "A"

PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals or partnerships normally engaged in providing commercial drywall services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - B. The selected respondent(s) shall provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - C. Operate a commercial business location from which work crews are dispatched that is required to be within a 35-mile radius of downtown Round Rock.
 - D. The Drywall Installer/Framer shall have at least five (5) years' experience and a minimum of three (3) years' commercial experience.
3. **SUBCONTRACTORS:** Respondent shall not subcontract or otherwise engage subcontractors to perform required services. The City seeks to do business directly with a company experienced in commercial drywall services.
4. **PREVAILING WAGE:** Pursuant to Chapter 2258 of the Texas Government Code, a worker employed on a public work project by a city must be paid: (1) not less than the general prevailing wage rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work. In accordance with Chapter 2258.022, the City adopted through Resolution No. R-2016-3760 the wage rates set forth by the Texas Workforce Commission for the Austin-Round Rock Area as the general prevailing wage rate for the City's public works contracts. A contractor or subcontractor who is awarded a contract by the City shall pay not less than the rates set forth in Attachment C and comply with all applicable sections of Chapter 2258.
Attachment C- Prevailing Wage Rates are posted in Solicitation Documents for IFB 19-026 Drywall Services on the City of Round Rock website at:
<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
5. **PRICING:** The Bidder shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.

Exhibit "A"

6. **PRICE INCREASE:** Contract prices for drywall services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 5% for any single line item.
- A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>.
- B. **Procedure to Request Increase:**
- i. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:
- City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**
- ii. Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
7. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance at any time during the contract term.
8. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
9. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
10. **WORKFORCE:** Contractor shall:
- A. Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
- B. Ensure Respondent's employees, wear a company uniform that clearly identifies them as the Respondent's employee, while working on City property.
- C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
- D. The Respondent shall provide background checks on all employees assigned to a project prior to commencement of work to the City's designated representative.

Exhibit "A"

- E. The City will provide the Contractor, the Designated Contact person, and any employees required for the work, access to the sites where services are required upon approval of the City's designated representative. The City's designated representative shall issue security badges to all Respondent's employees assigned to a project. All employees shall be required to wear the badge in a visible manner at all times while on City property.
11. **PERMITS:** The Contractor shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
12. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
13. **POST AWARD MEETING:** The City and successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
- A. Provide City contact(s) information for implementation of agreement.
 - B. Identify specific milestones, goals, and strategies to meet objectives.
14. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. **The City's designated representative:** The City's designated representative shall be:
Corey Amidon
Facility Maintenance Manager
General Services
Phone: 512-341-3144
E-mail: Camidon@roundrocktexas.gov
15. **INTERLOCAL PURCHASING AGREEMENTS**
- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

Exhibit "A"

PART IV SCOPE OF WORK

1. **HISTORY:** The City has approximately 1,000,000 square feet of maintained property and occupies approximately 54 facilities. The buildings consist of both commercial and residential type structures. Facilities maintained vary and can include but are not limited to office buildings, police department, fire stations, parks facilities and parking garages.
2. **SCOPE OF WORK:** The Contractor shall provide on-site services including all materials and labor necessary to perform maintenance, repair, renovations, installation or alteration for various City owned or occupied locations on an as needed basis for drywall installation, framing, and repair. Services shall consist of repairs and miscellaneous projects.

Services performed shall require prior authorization from the City's Facility Maintenance Department. Only services meeting the herein mentioned specifications on workmanship will be accepted.

3. **WORKMANSHIP:** Only first-class work shall be performed, and all materials furnished in carrying out this agreement shall be of character and quality as required by the project specifications. Where no standard is specified, for such work, they shall equal or better the level of finish at the existing conditions and be compliant with all applicable code requirements.
 - A. All materials used in any project shall be new unless pre-approved by the City's designated representative.
 - B. At the conclusion of each project the Contractor shall demonstrate to the City's designated representative that the work is fully operational and in compliance with contract specifications and codes. Any unsatisfactory work done, or materials furnished at whatever time they may be discovered, shall be promptly and permanently corrected at the sole expense of the Contractor prior to final acceptance of work when notified to do so by the authorized City representative.
 - C. The Contractor shall at all times keep the adjacent areas of the work site free from rubbish and the accumulation of any waste materials. It is the Contractor's responsibility to properly dispose of all rubbish and waste materials according to applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations.

Should the Contractor neglect or refuse to remove such unsatisfactory work or materials within forty eight (48) hours of notice by the City, or if they fail to make satisfactory progress in doing so, the City may cause said work or materials to be removed and satisfactorily replaced by contract or otherwise and the expense thereof shall be charged to the Contractor. Such expense shall be deducted from any monies due or shall become due to the City by the Contractor under the agreement.
4. **DRYWALL INSTALLER/FRAMER REQUIREMENTS:** The following contains the minimum requirements and experience for drywall installation, repair, and finishing services required by the City. The Contractor shall ensure that all personnel are skilled and qualified to perform the services as requested.
 - A. Contractor shall have a working knowledge of commercial and residential drywall installation, repair, and finishing work to include work with metal studs.
 - B. The functions shall include but not be limited to: lay out projects, install all drywall units, repair drywall units, finishing work, and other drywall work as described by the project manager.
 - C. Contractor must be familiar with and have a working knowledge of all tools and equipment applicable to the drywall trade and have extensive knowledge of building materials.
 - D. Contractor must be able to work unsupervised and run a crew.
 - E. The Drywall Installer/Framer shall have at least five (5) years' experience and a minimum of three (3) years' commercial experience and possess all the necessary tools required to complete projects specified by the City.

Exhibit "A"

- F. It is the responsibility of the Contractor to supervise their employees and to ensure that the work crew acts in a professional manner regarding conduct, dress, and language. Employees that are found to be non-compliant with these requirements shall be removed by the Contractor from City property.
5. **DESIGNATED CONTACT PERSON:** In order to maintain consistent standards of quality work performed across the City, the city shall be provided with a designated and identified crew leader/point of contact upon award of the contract.
- A. The City shall be provided with the designated person's name and telephone number.
- B. This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person due to termination, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.
- C. Answering machines are unacceptable as a point of contact.
- D. The contact person shall be identified in the solicitation response and may be required to attend an oral presentation to the selection team prior to award of contract.
6. **WARRANTY:** Successful Respondent shall provide a one (1) year warranty on all workmanship and parts including but not limited to manufacturer's warranty, workmanship defects, and installation. All warranty work shall be completed within five (5) working days from notice of defect.
7. **RESPONSE TIME:** Response times shall be as follows:
- A. **Regular business hours** shall be from 7:00 AM to 6:00 PM
- B. **Non-Emergency Service Calls:** Successful Respondent shall respond and provide a written estimate for non-emergency service calls within two (2) days and begin work within five (5) days of the original request.
8. **REGULAR AND OVERTIME WORK HOURS:** Regular Business hours are 7:00 am to 6:00 pm Monday through Friday. Overtime pay consisting of hours outside the designated regular business hours, will be allowed by the City if deemed necessary and approved by the City's designated representative in advance of work. Overtime work performed in excess of regular work hours or on weekends or holidays shall be based on the rate of regular labor not to exceed one and one half (1 ½) times the fixed hourly rate for the tradesman performing the service. Respondent shall submit a total hourly and overtime rate price for labor that includes, but not be limited to, all costs for labor, overhead charges, travel, and payroll expenses.
9. **SAFETY:**
- A. The Successful Respondent and their respective employees are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services. All Successful Respondents shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract. In case of conflict, the most stringent safety requirement shall govern. The Successful Respondent shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Successful Respondent's obligations under this paragraph.
- B. **Material Safety Data Sheets:** Successful Respondent shall be required to have in their possession at the location of each project and available upon request material safety data sheets applicable to hazardous substances that are present at the work site.

Exhibit "A"

10. **ESTIMATES:** Contractor shall provide a non-binding written "Not to Exceed" estimate on all projects at no charge to the City upon request. It is the Contractor's responsibility to ensure that all information is complete to provide an accurate estimate. The City will not incur charges from the Contractor until the Contractor arrives on site and begins work. In certain circumstances a sample of materials to be used in a project may be requested by the City's designated representative for approval before work commences.

Each written estimate shall include the following information:

- A. Department name and location of the project;
 - B. Contractor's designated contact name and telephone number;
 - C. Breakdown of Labor costs (Number of workers, hourly rate); Also include Supervisor hours and rate if applicable.
 - D. Materials (Detailed description, quantity, unit price and extended price amounts);
 - E. Cost of Equipment rented to complete project;
 - F. Total Cost (Labor and materials);
 - G. Description specifying work to be done;
 - H. Time projected to complete the project.
11. **SITE INSPECTION:** It shall be the responsibility of the Contractor to visit and inspect the locations prior to the submittal of a proposal. No variation in price or conditions shall be permitted based on claims of not being knowledgeable, aware, or informed of all requirements and specifications for a job assignment. Submittal of the proposal is evidence that the Contractor has familiarized himself with the nature and extent of the work and any local conditions that may, in any manner, affect the scope of the work to be done and the equipment, materials and labor required. Inspection must be scheduled by contacting the City's designated representative.
12. **DELIVERY AND STORAGE:** It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing drywall material and supplies for each project. The City will not assume any responsibility for receiving these shipments. The Contractor shall verify with the City's designated representative and make necessary arrangements for security and storage space in the building during the project.
13. **WORK REPORTS:** Respondent shall complete and furnish a work report for each project. A copy of each work report shall be presented with time and material used. Reports shall include, at a minimum, the following information:
- A. Location of the worksite;
 - B. Date and time of arrival at worksite;
 - C. Time spent for repair;
 - D. Date and time work at location is completed;
 - E. Part(s) ordered, and equipment rented, if necessary
 - F. A detailed description of all the completed repair work certifying the location is in working order shall be signed by the City's designated representative at the time the work is performed.
14. **ORDER QUANTITY:**
- A. Bids per project shall not exceed 10% waste expectation on all quantities.
 - B. Prices for materials will be on a cost-plus basis. The percentage (%), if any, of markup will be designated by the Respondent in the solicitation response document. Invoices for work performed shall require a copy of a supplies receipt to be included. Failure to provide the contracted cost-plus percentage (%) on an invoice may result in payment at cost.

Exhibit "A"

15. **INVOICE REQUIREMENTS:** Each project shall be invoiced separately; the Contractor shall include detailed information on each invoice:
 - A. The total hours worked and hourly rate for labor. Labor hours shall include costs of labor, overhead charges, travel, payroll expenses and Supervisor total hours and rate if applicable.
 - B. Supplies and materials: The cost of supplies and materials shall be listed separately from labor. A maximum percentage markup, as indicated on Attachment A- Bid Sheet, will be allowed for material.
 - C. Invoices shall have attached a copy of paid materials receipt from the supplier.

Exhibit "A"

ATTACHMENT A BID SHEET

1. **ATTACHMENT A- BID SHEET** is posted in Solicitation Documents for IFB No. 19-026 Drywall Services in an Excel format on the City of Round Rock website at:
<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
 - A. In order to be considered responsive Attachment A- Bid Sheet must be completed and signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 5 – Schedule of Events.
 - B. The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
 - C. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>.
 - D. By the signature affixed on Attachment A-Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business.
 - E. The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

UPDATED ATTACHMENT A BID SHEET CITY OF ROUND ROCK

Solicitation Number: IFB No. 19-026
Solicitation Description: Drywall Services
Purchaser: Oscar Wise

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB 19-026 Drywall Services. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments, and all documents incorporated by reference and agrees to be bound by the terms therein.

An anticipated Contract award will be made by the City in an estimated amount not-to-exceed \$150,000 per year. Pricing bid below is being collected for cost evaluation purposes only.

Special Instructions: All prices must be quoted in order to be considered responsive. A value of "0" will be interpreted as no-cost to the City. Be advised that exceptions taken to any portion of the solicitation or any unauthorized changes to the bid sheet will result in the rejection of the bid.

Cost = 60 points				
Description	Estimated Annual Quantity	Unit	Unit Cost	Extended Cost
Drywall Installer/Framer Regular Hourly Rate.	500	Hourly	\$35.00	\$17,500.00
Drywall Installer/Framer Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate.	100	Hourly	\$40.00	\$4,000.00
Drywall Helper Regular Hourly Labor Rate.	500	Hourly	\$30.00	\$15,000.00
Drywall Helper Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate.	100	Hourly	\$35.00	\$3,500.00
Annual Total:				\$40,000.00

UPDATED **Exhibit "A"**
ATTACHMENT A BID SHEET CITY OF ROUND ROCK

Information Only: Replacement Parts and Materials (shall not exceed 20%) Supervisor hours are not anticipated for most repair or project needs but shall be listed here for contract purposes.				
Percent over cost:				20.00%
Supervisor Hourly Rate:				\$45.00
Optional: List hourly rates for Tape, Floating and Texturing. If you do not provide this service, please mark as zero (0).				
Description	Estimated Annual Quantity	Unit	Unit Cost	Extended Cost
Tape, Floating and Texturing Regular Hourly Labor Rate.	500	Hourly	\$35.00	\$17,500.00
Tape, Floating and Texturing Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate.	100	Hourly	\$40.00	\$4,000.00
Tape, Floating and Texturing Helper Regular Hourly Labor Rate.	500	Hourly	\$30.00	\$15,000.00
Tape, Floating and Texturing Helper Overtime Hourly Labor Rate. The overtime rate shall not exceed one and one half times the regular hourly rate.	100	Hourly	\$35.00	\$3,500.00
Annual Total:				\$40,000.00
Response to Attachment D – Respondent Questionnaire – 40 points total ○ Company and individual work experience 25 points ○ Training and development 10 points ○ Vehicle and equipment list 5 points				

COMPANY NAME:
 SINGATURE OF AUTHORIZED REPRESENTATIVE:
 PRINTED NAME:
 EMAIL ADDRESS:

Cobos Design & Construction, Inc

 Cal Cobos
cobosdc2cal@yahoo.com

Exhibit "A"

Q10. The solicitation states a response time for non-emergency jobs. Please clarify what the expected response time will be for emergency jobs.

A10. **The city does not anticipate they will require emergency work under this contract. The City will accept the same response time for an emergency job as for a non-emergency job as per Part IV, Item 7.B.**

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Oscar Wise
Oscar Wise, Purchaser
Purchasing Office, 512-218-5456

October 10, 2019

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

ACKNOWLEDGED BY:

Cal Cobos
Name

Cal Cobos
Authorized Signature

10-22-19
Date

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

Exhibit "A"

ATTACHMENT B:
BIDDERS REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 19-026
RESPONDENT'S NAME: Cobos Design & Const. DATE: 10-22-19

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

1. Company's Name Teachers Retirement System of Texas
Name of Contact Eric Kogg
Title of Contact Facilities Project Manager
E-Mail Address eric.kogg@trs.texas.gov
Present Address 1000 Red River
City, State, Zip Code Austin, TX. 78701
Telephone Number (512) 848-1100 Fax Number: ()
2. Company's Name Texas Workforce Comm.
Name of Contact Luis Garcia
Title of Contact Project Manager
E-Mail Address luis.garcia@twc.state.tx.us
Present Address 101 East 15th
City, State, Zip Code Austin, TX. 78701
Telephone Number (512) 552-3902 Fax Number: ()
3. Company's Name Round Rock I.S.D.
Name of Contact Mike Ghasemi
Title of Contact Facilities Director
E-Mail Address mike.ghasemi@roundrockisd.org
Present Address 1311 Round Rock Ave.
City, State, Zip Code Round Rock, Tx. 78681
Telephone Number (512) 775-2124 Fax Number: ()

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

City of Round Rock
Drywall Services
IFB No. 19-026
Class/Item: 910-75
September 2019

Exhibit "A"

ATTACHMENT C PREVAILING WAGE

1. **ATTACHMENT C-** Prevailing Wage Rates are posted in Solicitation Documents for IFB No. 19-026 Drywall Services on the City of Round Rock website at:
<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
2. **PREVAILING WAGE:** Pursuant to Chapter 2258 of the Texas Government Code, a worker employed on a public work project by a city must be paid: (1) not less than the general prevailing wage rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work. In accordance with Chapter 2258.022, the City adopted through Resolution No. R-2016-3760 the wage rates set forth by the Texas Workforce Commission for the Austin-Round Rock Area as the general prevailing wage rate for the City's public works contracts. A contractor or subcontractor who is awarded a contract by the City shall pay not less than the rates set forth in Attachment C and comply with all applicable sections of Chapter 2258.

Exhibit "A"

ATTACHMENT D
RESPONDENT QUESTIONNAIRE
40 Points

Name of Business:	Cobos Design & Const., Inc
Physical Address of Headquarters (HQ):	1123 Mansell, Austin, Tx. 78721
Physical Address of Serving Branch: (if different address from HQ)	

1. On a separate sheet of paper describe training and development provided to staff. (10 Points)
2. EQUIPMENT LIST: Attach a separate sheet of paper that describes the type of vehicles and equipment that will be used to support this contract. This inventory list shall provide line item information of assets including type of equipment, brand, quantity, and age. (5 Points)
3. Number of full-time employees that are eligible to work on City of Round Rock projects:

Number of Employees:	12
----------------------	----

4. How many years has your company been in the Commercial Drywall Business?

Number of years in the commercial Drywall business:	30
---	----

5. EXPERIENCE: On a separate sheet of paper describe relevant company and individual experience for the personnel who will be actively engaged in the performance of this contract. (25 Points)
 - A. Company work experience: Describe recent company work experience (2 years or less) for at least 2 commercial contracts for Drywall Services.
 - B. Individual Work Experience: Include the resume of the owner and lead personnel as well as supporting documentation as applicable; such as certifications, licenses and years of experience of the drywall installers and/or framers.

(REMINDER: per Part III, Item 2.D. "The Drywall Installer/Framer shall have at least five (5) years' experience and a minimum of three (3) years' commercial experience")

Exhibit "A"



Table of Contents

Company History

Mission Statement

Methodology

Personnel

Training and Development

Insurance

Warranty and Support

Vehicles and Equipment

Exhibit "A"



Company History

I would like to introduce our construction company for consideration for award of your Carpentry Services Contract. Cobos Design & Construction is a family owned and operated business that has served the Austin area since 1950. With each new generation, our business has seen Austin grow, as a result we have become integrated into the development and success Austin has enjoyed. As such, we take pride in our work and the one-to-one level of service we provide to our clients

We also reach out into the community by donating financial support and services to various churches and youth groups. For over 25 years we have provided a scholarship program for all CDC family members, employees and employees families. It has always been a priority to recycle our time, talent and treasure back into our home town. As a native family of Austin, we feel that what is good for the community is good for us. It is impossible to put a price tag on what has been given and what has been received.

CDC has well over 100 suppliers of various construction materials which allows us to shop the best pricing for our clients. Because of the longevity and the large amounts of supplies purchased we have built an impeccable credit history with all of the major supply houses.

CDC has primarily focused on State, County and Austin Independent School District contracts. At the present time, we are under contract by- TRS, TWC, CORR, TXHHSC, RRISD, and AISD to provide construction services on a time and materials contract. We have maintained several contracts with various state agencies on a continuous basis for the past 20 years. As a result we have become very aware of the importance of fulfilling our obligations to our clients under these contracts.

We have received various awards and letters of appreciation throughout the years. We also have many recommendations from past and present clients. Our father, Freddie Cobos, told us at a young age that "we could use his last name for business as long as we didn't mess it up." With this in mind we can say that our family has held up their end of the bargain.

Exhibit "A"



Mission Statement

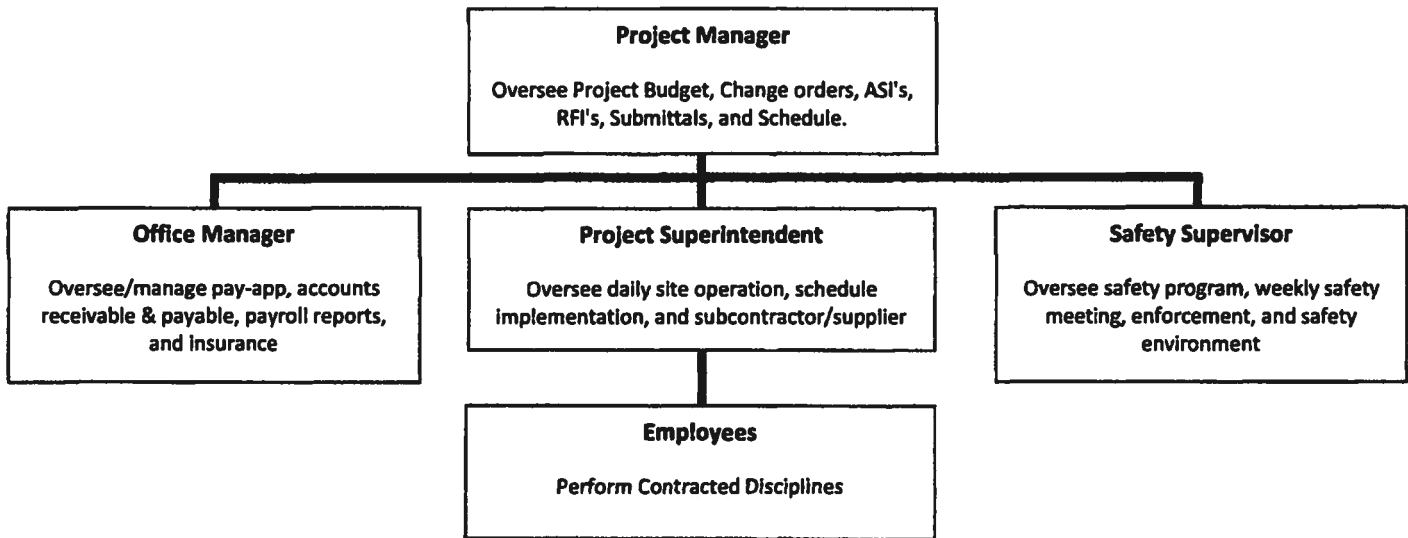
Cobos Design & Construction, Inc. takes pride in providing value-added construction services to our customers by creating a successful partnership with them throughout the construction process. Our pledge is to establish lasting relationships with our customers by exceeding their expectations and gaining their trust through exceptional performance by every member of the construction team. We will provide a professional approach to constructing exceptional quality projects which meet budget and schedule goals.

Exhibit "A"



Methodology

Organizational Chart



Project Manager

Oversees Project Budget to insure profitability of General Contractor's contract with owner, works closely with the Owner's Representative, whether it be the Architect and/or Engineers of Record, in regards to implementation of the construction schedule. Request for Information, Submittals (product data, shop drawings, or samples, etc.), and change order's that affect the projects scope and/or budget. Prepares Agendas and applicable Logs for weekly or bi-weekly Progress meetings. The Project Manager will assemble documents for Close-Outs; all required Record Documents, As Builds and Operations Maintenance Manuals.

Exhibit "A"



Methodology

(Continued)

Project Superintendent

Oversees and manages the daily construction site activities, such as security, Safety implementation and enforcement, which may or may not be inclusive of a Safety Supervisor. Maintains a continuance of Quality Control of operations, whether it be workmanship management, start and finish of work week schedule (hours or calendar days), and site access of construction personnel, whether it be Construction Team, Design Team, Owner, and/or end user. Will likewise manage Supplier's access for delivery of material.

Office Manager

Manages the monthly administrative activities such as Payment Applications, Accounts Receivables, Account Payable, Insurance maintenance, Payroll Reports, and project Close-Out concerning Consent of Surety, Release of Lien and Affidavits of All Bills Paid.

Safety Supervisor

If project applicable, oversees General Contractor's Safety Program, inclusive of HazCom Program. Will oversee weekly Safety Meetings at project site, responsible for Safety Implementation and Safety Enforcement as needed. Responsible for the overall Safety Environment of the project site. If specific Safety Supervisor is not deemed necessary for any given project, then the Project Superintendent will assume the role and these duties.

Exhibit "A"



Methodology

(Continued)

Employees

Hired directly by General Contractor to perform specific disciplines or project schedule division of said discipline and/or Scope to be as per the Design Architect and/or Engineer's Plans and Specifications. Any given employee will be bound to the same terms and conditions as the General Contractor to achieve the same end goals/results specified for the project.

Project Leadership

Any given project is only as successful as its leadership, whether it be by the Construction Team, Design Team, or Owner / User. None of these entities can be successful in and of itself alone. The necessity to recognize the leadership roles of each primary team member of each entity will only enhance the successful completion of a project especially as it concerns the Contract Calendar Days / Budget.

The obvious role of the General Contractor, its Employees and/or Suppliers is to know that they serve the needs of the project. The General Contractor's Project Manager and its Superintendent are the primary leaders in maintaining the integrity of the design aspect of the project, which is inclusive of having a knowledgeable understanding of the project scope, it's specific applicable Divisions, whether it be Site Project Renovation or complete Ground Up New Facility. Leadership also requires that one recognize the skills that another team member adds to the project, whether it be from the General Contractor to the Architect and/or Engineer, the Owner to the General Contractor, the end user to the Owner. Ultimately, the General Contractor is responsible to take a project's design and turn it into reality, a structure or facility for the Owner and Architect's intended use for the end user. Project leadership is Paramount. Therefore, it is our policy that every member of our company share in this responsibility as a team.

Exhibit "A"



Methodology

(Continued)

Quality Assurance Process for Employees

Cobos Design & Construction, Inc., will manage any given employee accordingly. This would be the origin of assuring an employee performance on a project. They would be answerable as well to the Jurisdiction Having Authority, such as Municipalities Inspections Departments for proper and acceptable building practices. Oversight will be provided by General Contractors Project Superintendent to guarantee proper placement and installation of any given structure or finish. We also recognize that the Design Team as well has the right to accept or refuse any given installation of an employee's scope if it is outside of the design parameters of a project. Non-Compliance by any given employee can and will be subject to possible termination by the General Contractor.

Safety Reporting & Enforcement

Cobos Design & Construction, Inc. fully understands the necessity of a solid Safety Program as well as its enforcement. Fortunately Cobos Design & Construction, Inc. has never had a major accident on any of its projects over the last 25 plus years in operation. Concerning Safety Reporting, if an accident does occur and is deemed a "recordable case", Cobos Design & Construction, Inc., would use Federal 300 and 301 Logs as provided by the Occupational Safety and Health Administration (OSHA), and forward to the applicable authorities for our notification as well as their records, Enforcement of all Safety requirements on any given project will be the responsibility of the designated Safety Personnel employed by Cobos Design & Construction, Inc., which is generally the Project Superintendent. Enforcement parameters are detailed in the company Written Safety program which addresses the minimum of a written warning to termination.

Exhibit "A"



Personnel

The following personnel will be assigned to this project. Personnel have been selected based on their ability to work together as a team with specialties in related fields specific to your contract.

Because our business has prospered for so many years we have been able to maintain the best crews in their line of work. We have crews that have been with us as long as 20 years. Sadly, we have also seen employees pass away. Our family and connections are here in Austin, which is the reason we only contract in the Austin and surrounding area. Cobos Design & Construction, Inc. is an Equal Opportunity Employer, which has had the pleasure of hiring many female workers, also from different ethnic backgrounds and religions. Just as we were raised into the construction business we brought in several family members into our business. They were able to learn the value of honest work, respect for fellow workers and the confidence to reach their full potential. Our company prides itself in family and employee unity.

Cal Cobos **Co-owner – President.**

Mr. Cobos is a co-owner of CDC with his brother Ben S. Cobos. His career in construction has spanned his entire lifetime. Although, 40 years ago he took over the family business. Since, that time he has completed countless public works projects. He serves as head of Cobos Design & Construction, Inc. and supervises all phases of each project.

Ben S. Cobos Co-owner - Vice President – Project Manager

Ben S. Cobos has also spent a lifetime devoted to the construction industry. After 35 years of working in the family business he has become a seasoned contractor. Ben oversees the work crews and sub-contractors. Ben also works closely with the owner and the architects. Together Cal and Ben always manage each and every phase of their projects.

Exhibit "A"



Personnel

(Continued)

Linda Rodriguez – Office Manager

Linda has been CDC's office Manager for more than 20 years. She brings a cheer and dedication to the entire company. Her willingness to serve has allowed her to learn every aspect of the construction industry.

Crew #1

- Leobardo Dominguez — Project Superintendent

Leobardo came to Cobos Design & Construction, Inc. in December of 2002. Along with him came three of his cousins, Arturo Briceno, Alvaro Briceno and Gabriel Briceno. At that time Cobos Design & Construction, Inc. was working for the Texas Rehabilitation Commission building firewalls and office space and adding door hardware. Leobardo and his crew were instrumental in completing our project in a timely manner. Prior to working for Cobos Design & Construction, Inc. Leobardo and his crew were employed with Walls and All where they had 5 years previous experience.

Leobardo and his crew have competed projects with the other state agencies that we work for the Austin and Round Rock Independent School Districts.

- Arturo Briceno -

– Drywall Installer/Finisher

Arturo joined Cobos Design & Construction, Inc. in December of 2002. Prior to joining Cobos Design & Construction, Inc., he had 5 years prior experience with Walls and All. His history with Cobos Design & Construction, Inc. is an exact mirror of Leobardo Dominguez.

Exhibit "A"



Personnel

(Continued)

- Alvaro Briceno -

Journeyman – Drywall Installer/Finisher

Alvaro joined Cobos Design & Construction, Inc. in December of 2002. Prior to joining Cobos Design & Construction, Inc., he had 5 years prior experience with Walls and All. He also has the same history as his brother and cousin.

- Gabriel Briceno – Drywall Installer/Finisher

Gabriel joined Cobos Design & Construction, Inc. in December of 2002. Prior to joining Cobos Design & Construction, Inc., he had 5 years prior experience with Walls and All. His history is the same as his brothers and cousin.

- Carlos Avila Juarez – Drywall Installer/Finisher

Carlos was added to Leobardo's crew in January of 2006. His duties include installing doors, door frames and door hardware, framing and sheet rocking and demolition. Carlos plays a crucial role in preparing the work areas prior to construction. He is very responsive to the needs of the rest of the crew.

Exhibit "A"



Personnel

(Continued)

Crew # 2

- Benito Martinez – Project Superintendent

Benito was hired by Cobos Design & Construction, Inc. in August of 2002. Prior to working for Cobos Design & Construction, Inc., he and his father ran a family owned business, Martinez Construction. Benito is one of our lead carpenters. He has been running a crew of his own for the last 15 years. His co-workers respect his judgment and follow his lead. He has proven to be a team leader and is capable of resolving any job site problems that might arise.

For the past 15 years Benito has been successful in completing the required Projects performed for Teachers Retirement System, CORR, Austin Independent School District, Texas Work Force Commission, ERS and other State Agencies that Cobos Design & Construction, Inc. contracts with.

- Alberto Solis – Drywall Installer/Finisher
Alberto hired on with Cobos Design & Construction, Inc. along with his brother Benito in August of 2002. He also worked in the family business prior to working with Cobos Design & Construction, Inc. His experience has been side by side with his brother. His commercial experience has been served at Teachers Retirement System, CORR for the last 10 years. He also has completed other construction projects at a number of Austin area schools and many other State Agencies.

Exhibit "A"



Personnel

(Continued)

- **Maria Martinez – Drywall Installer/Finisher**

Maria was hired by CDC, Inc. in the fall of 2012. She grew up working in the construction industry. As such, she has become a most welcomed asset. She completes a very successful family crew.

- **Jaime Garcia – Drywall Installer/Finisher**

Jaime came along with Benito and Alberto in the same year of 2002. He completes the four man team that has provided carpentry services for Teachers Retirement System for the last 10 years. He also has worked on many of Austin area schools and State Agencies' projects. His attention to detail has made him a valuable addition to Cobos Design & Construction, Inc.

Exhibit "A"



Personnel

(Continued)

Crew#3

- Ray Charro – Project Superintendent

Ray started employment with Cobos Design & Construction, Inc. in 1994. He has been doing commercial remodel ever since. He now specializes in complex door hardware systems. Providing hardware for handicap applications and making office space comply with ADA Specifications. His training and experience in ADA compliance has made his knowledge a valuable resource to the Cobos Design & Construction Team.

- Robert Garcia – Drywall Installer/Finisher

Robert has been one of the longest lasting employees for CDC. He began his training in the summer of 1990. He learned his trade working side by side with the owners of the company. Because of the time and patience he was given during his training he was able to excel in his abilities which resulted into a deep loyalty to the company. Robert has given 25 plus years of service in the commercial industry. His attention to detail has made him the perfectionist he is today.

Exhibit "A"



Training and Development

Cobos Design & Construction, Inc. requires all employees to complete an OSHA – 10 Hour Training Course. This course teaches health and safety awareness. Such as Fall Protection, Personal Protective Equipment, Electrocution, OSHA Inspection Procedures and more.

Since, our seasoned employees are well versed on jobsite safety, it becomes natural for the work crew to operate as a competent and efficient unit.

Our company goal has always been to provide a safe and welcoming jobsite for our employees. We accomplish this by allowing our workers to grow with the company. Thereby, enhancing them to develop into key players.

As a result the majority of our people have been with the company a minimum of ten years and some over 20 years. Since, we have always provided the same type of construction services, we have become experts in our field.

Exhibit "A"



Insurance

We have maintained construction insurance for the life of our business and have not once had any type of claim, including liability, builder's risk or workman's comp. It is also important to know that neither have we ever been cited by OSHA, our safety record is inspired by our commitment to our employees, ourselves and our clients.

Cobos Design & Construction, Inc. requires all of its sub-contractors to be covered by general liability, workman's comp and commercial auto insurances. In the event the sub-contractor is not able to cover themselves, they will be covered by Cobos Design & Construction, Inc. All notices of Insurance shall be posted as mandated by the State of Texas.

Cobos Design & Construction, Inc. will provide a Payment & Performance Bond on any project that exceeds \$25,000. Our bonding capacity is in excess of \$500,000 on any one project. Neither has our company ever defaulted on a Payment & Performance Bond.

Exhibit "A"



Warranty and Support

Cobos Design & Construction, Inc., warrants the material and workmanship to be free from defect for the period of one year. Cobos Design & Construction, Inc., warranty begins on the date once notified of the Satisfaction of Completion.

Of definite benefit to Cobos Design & Construction, Inc. and City of Round Rock is the value of adequate Warranty and Support. Not only would this be a contractual agreement but, it will ensure the life and service of all components. Following are keys to success:

Response time - Cobos Design & Construction, Inc. will respond within 24 hour period to any applicable Warranty item. Only exception would be if initial request falls on a Friday and the item is not critical to the motion-function of the items(s) in question of greatest importance, would be any and all Life Safety Issues, which we would respond to immediately.

Cobos Design & Construction, Inc., will be notified by the (Owner) City of Round Rock of any repairs needed not, brought on by abuse or neglect.

We pride ourselves on our past record of satisfied clients including but not limited to various State and public agencies. As a result we strive to complete our projects on time, within budget and per our clients overall satisfaction.

If any addition information is needed feel free to contact me at (512) 478-1986.

Cal Cobos

President

Exhibit "A"



Vehicles and Equipment

1. 2015 F-250 Crew Cab Pick-Up
2. 2011 F-350 Crew Cab Pick-Up
3. 2011 Ram 3500 Crew Cab Pick-Up
4. 2011 Ram 1500 Crew Cab Pick-Up

Trailers

1. 2016 – 6' x 12' Cargo Trailer
2. 2012 – 16' Flatbed Trailer
3. 2008 – 12' Flatbed Trailer

Equipment

1. Hand Tools
2. Generators
3. Compressor and Nail Guns
4. Ladders
5. Scaffolding
6. Barricades and Cones
7. Fire Extinguishers and Safety Kits

Exhibit "A"



ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: IFB 19-026

Addendum No: 1

Date of Addendum: 10/10/19

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

- I. **Clarifications:** The bid sheet has been updated with a revised copy. The City added optional line items for taping/floating and texturing. Please complete this section of the bid sheet if you offer these services.
- II. **Questions:**
- Q1. Can we get paid for our time for estimates?
A1. **No. You must incorporate this into your hourly rate established on the bid sheet.**
- Q2. Can we add a line on the Bid Sheet for Estimates?
A2. **No.**
- Q3. Is installation included?
A3. **Yes. Part IV, Scope of Work, Item 2 states "The Contractor shall provide on-site services including all materials and labor necessary to perform maintenance, repair, renovations, installation or alteration for various City owned or occupied locations on an as needed basis for drywall installation, framing, and repair. Services shall consist of repairs and miscellaneous projects."**
- Q4. How do we bill for disposal?
A4. **You must account for this in your Hourly Rate.**
- Q5. Where do we take disposal material? Will there be a dumpster at each job?
A5. **This will vary from job to job. There may be a dumpster at the job site, but you should account for your disposal rates in your hourly rate.**
- Q6. As we have done previous work for the City of Round Rock, may we use them as a reference?
A6. **No, you cannot use the City of Round Rock as a reference.**
- Q7. The Solicitation states employees must be in uniform. Will a safety vest with our company's name on it suffice?
A7. **Yes, this will qualify as a uniform.**
- Q8. The prevailing wage rate referenced in the solicitation is dated 2016. Can we use the prevailing wage rate for 2019?
A8. **No, Council has not yet adopted the 2019 prevailing wage rates. The City is currently using the 2016 Prevailing Wage Schedule.**
- Q9. The solicitation indicates there should be one point of contact listed. Please clarify if this is a single point of contact in administrative role or field personnel?
A9. **The point of contact is referencing field/operations personnel.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2020

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 Quirk & Company P.O. Box 792030 San Antonio, TX 78279 www.quirkco.com	CONTACT NAME: PHONE (A/C, No, Ext): 210.342.9421 FAX (A/C, No): 210.340.4075 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Western World Insurance Company INSURER B: Texas Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Cobos Design and Construction, Inc. 1123 Mansell Avenue Austin TX 78705	NAIC # 13196 22945

COVERAGES**CERTIFICATE NUMBER:** 53657203**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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		NPP8602706	6/18/2019	6/18/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 DEDUCTIBLE (BI/PD) \$1,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A	SBP0001234875	3/7/2019	3/7/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000

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

The CGL policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The CGL policy contains a special endorsement with "Primary and Noncontributory" wording. The CGL policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER**CANCELLATION**

City of Round Rock
Attn: Marilyn Jackson, Contracts
221 E Main Street
Round Rock TX 78664

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

AUTHORIZED REPRESENTATIVE

Luis A. Vazquez

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ACORD 25 (2016/03)

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-578208

Date Filed:
01/16/2020

Date Acknowledged:

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

Cobos Design & Construction, Inc
Austin, TX United States

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

City of Round Rock, 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 Building Drywall Trade
All Drywall Construction

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.



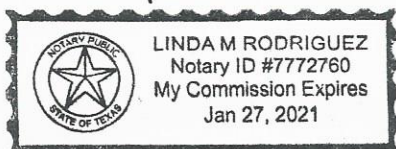
6 UNSWORN DECLARATION

My name is Ben S. Cobos, and my date of birth is [REDACTED]

My address is 1123 Mansell Ave, Austin, TX, 78721, 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 16 day of January, 2020.
(month) (year)



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



City of Round Rock

Agenda Item Summary

Agenda Number: G.8

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Kinloch Equipment & Supply, Inc. for the purchase of a replacement debris tank.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director: Chad McDowell - General Services Director

Cost: \$53,317.60

Indexes: Utility Fund

Attachments: Resolution, Quote, Form 1295

Department: General Services Department

Text of Legislative File 2020-0035

With this purchase order General Services will establish a one-time purchase with Kinloch Equipment & Supply Inc. for a replacement debris tank on the vac truck needed to support City Operations. The vac truck is used to clean sewer lines and removing debris around pipes that are being repaired.

Our current Vactor is 2008 model and the body became compromised during a debris removal operation. A new Vactor will cost the City 485k, city staff believes if we replace this tank we will get another 5-7 years out of it.

Cost: \$53,317.60

Source of Funds: Utility Fund

RESOLUTION NO. R-2020-0035

WHEREAS, the City of Round Rock (“City”) desires to purchase a replacement debris tank on the vac truck needed to support City Operations; 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, Kinloch Equipment & Supply, Inc. is the sole source provider of a replacement debris tank; and

WHEREAS, the City wishes to issue a purchase order to Kinloch Equipment & Supply, Inc. for the purchase of a replacement debris tank, 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 Kinloch Equipment & Supply, Inc. for the purchase of a replacement debris tank.

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

RESOLVED this 13th day of February, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



**Kinloch
Equipment & Supply, Inc.**

3320 Pasadena Blvd. Pasadena, TX 77503
www.kinlochequip.com

Voice: 713-473-6213
Fax: 713-473-7858

SERVICE ESTIMATE

SOLD TO
R0UN00 CITY OF ROUND ROCK
ATTN: ACCT PAY
221 EAST MAIN STREET
ROUND ROCK, TX 78664

SHIP TO
CITY OF ROUND ROCK
910 LUTHER PETERSON
ATTN: WATER UTILITIE
ROUND ROCK, TX 78664

MACTOR 2100 PLUS 18 SN: 18-11V-11475 HR 0 0 00
Sold By: 183 PD # Date 11/25/19 SERV ESTIMATE 5900011
Ship By: Tax # 11-25-94 Open

Tax	D	Qty	Description	Price	Amount
			Group: 01		
			ESTIMATED LABOR		
E		65	INSTALLATION LABOR	100.00	6500.00
E			MISC PART		
E		1	DEBRIS BODY INSTALL, PAINTED WHT	42967.60	42967.60
E			CONSUMABLES		
E			CONSUMABLES		350.00
E			FREIGHT INC		
E			FREIGHT		3500.00

** SUBTOTAL 53317.60

X

Charge Sale

PAY THIS
AMOUNT

\$53317.60

*** THIS IS AN ESTIMATE ONLY AND MAY NOT
INCLUDE ANY FRIEIGHT CHARGES

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:
2020-577958

Date Filed:
01/16/2020

Date Acknowledged:

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

Kinloch Equipment & Supply, Inc
Pasadena, 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.

0000

Vactor Debris Body Installed

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 Todd B Kinloch, and my date of birth is [REDACTED]

My address is 3320 PASADENA Blvd, Pasadena, Tx, 77503, 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 16th day of JANUARY, 20
(month) (year)

Todd B Kinloch

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.9

Title: Consider a resolution authorizing the Mayor to execute a Real Estate Contract with H-E-B, LP for the purchase of a 0.102-acre parcel required for construction of the Gattis School Road (Phase 6) roadway improvement project. (Parcel 23)

Type: Resolution

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director: Gary Hudder, Transportation Director

Cost: \$124,544.00

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

Attachments: Resolution, Exhibit A, Maps

Department: Transportation Department

Text of Legislative File 2020-0036

The owners have accepted the City's appraised value for the land and acquired improvements, and have provided a bid from a sign company for relocation of the gas fuel pricing display to the existing fuel canopy as a curative item. The bid has been reviewed with and recommended for approval by Transportation. The canopy sign specifications have been approved for Administrative Adjustment by the Planning Director.

Cost: 124,544.00

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

RESOLUTION NO. R-2020-0036

WHEREAS, the City of Round Rock (“City”) desires to purchase a 0.102-acre parcel required for construction of the Gattis School Road (Phase 6) roadway improvement Project (Parcel 23); and

WHEREAS, H-E-B, LP, the owner of the Property, has agreed to sell said Property to the City,
Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Real Estate Contract with H-E-B, LP for the purchase of the above described Property, a copy of said Real Estate Contract being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 13th day of February, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

REAL ESTATE CONTRACT

Gattis School Road Ph. 6 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between H-E-B, LP, a Texas limited partnership (referred to in this Contract as "Seller") and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller agrees to sell and to convey, and Purchaser agrees to purchase and to pay for, the tract(s) of land described as follows:

All of that certain 0.102 acre (4,460 square foot) tract of land out of and situated in the Samuel Jenkins Survey, Abstract No. 347 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 23**);

together with all and singular the rights and appurtenances pertaining to the property on a non-exclusive basis such that the conveyance hereof does not diminish the rights pertaining to the adjacent property returned by Seller, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A" not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, compensation for any improvements on the Property, and for any damage or cost of cure for the reconfiguration of the remaining property of Seller shall be the sum of ONE HUNDRED TWENTY-FOUR THOUSAND FIVE HUNDRED FORTY-FOUR and 00/100 Dollars (\$124,544.00). As additional consideration for the sale of the Property by Seller to Purchaser, Purchaser shall deliver to Seller at Closing the Administrative Adjustment Letter in the form attached hereto as Exhibit "C"

Payment of Purchase Price

2.02. The full amount of the Purchase Price shall be payable by Purchaser to Seller in cash at the Closing.

ARTICLE III CLOSING CONDITIONS

3.01. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

3.02. Purchaser shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Purchaser prior to or as of the Closing.

ARTICLE IV EMINENT DOMAIN

4.01. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company (the "Title Company") on or before March 31, 2020 (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to the City of Round Rock, Texas a duly executed and acknowledged Special Warranty Deed (the "Deed") conveying Seller's right, title and interest to all of the Property described in Exhibit "A", free and clear of any and all monetary liens created by Seller.

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

(3) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide Purchaser a Texas Owner's Title Policy at Purchaser's sole expense; provided however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable";

(provided that Seller has no obligation to take any action pertaining thereto or satisfy any requirements thereunder except as expressly set forth herein).

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the full amount of the Purchase Price to Seller in cash; and
- (b) Deliver the Administrative Adjustment Letter to Seller executed by Purchaser.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller should fail to fully and timely perform any of its obligations hereunder or should fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the Title Company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to enforce specific performance of this Contract or receive the Escrow Deposit, if any, from the Title Company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$5,000 as liquidated damages for any failure by Purchaser hereunder.

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the entire agreement of the parties pertaining to the subject matter hereof and supersedes any prior understandings or written or oral agreements between the

parties with respect thereto. No representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding on the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Round Rock City Council or City Manager, which date is indicated beneath the Mayor's or City Manager's signature below. Seller shall have the right to void this Contract if not approved as provided above on or before February 14, 2020.

Counterparts

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

Legal Holidays

8.12 Notwithstanding anything contained herein to the contrary, if any date of performance or any deadline date which is set forth herein falls on a Saturday, Sunday or federal legal holiday, then such date shall be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

Attorneys' Fees

8.13 In the event it becomes necessary for either party to file a suit to enforce this contract or any provisions contained herein, the prevailing party shall be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

[signature page follows]

SELLER:

**H-E-B, LP,
a Texas limited partnership**

Address:

H-E-B, LP
646 S. Flores Street
San Antonio, Texas 78204
Attention: Benjamin R. Scott
Telephone: (210) 938-8766

By: _____

Name: Benjamin R. Scott

Its: Vice President of Real Estate SAJD

with a copy to: Golden Steves & Gordon LLP
200 E. Basse Road, Suite 200
San Antonio, Texas 78209
Attention: Ami E. Gordon
Telephone: (210) 745-3710

PURCHASER:

CITY OF ROUND ROCK, TEXAS

Address:

221 East Main St.
Round Rock, Texas 78664

By: _____

Name: Craig Morgan

Its: Mayor, City of Round Rock

Date: _____

EXHIBIT "A"

The Property

EXHIBIT A

County: Williamson
Parcel : 23
Project: Gattis School Road

PROPERTY DESCRIPTION FOR PARCEL 23

DESCRIPTION OF A 0.102 ACRE (4,460 SQUARE FOOT) TRACT OF LAND SITUATED IN THE SAMUEL JENKINS SURVEY, ABSTRACT NO. 347, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 4, BLOCK "A" (1.240 ACRES), STONECREST RETAIL SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET V, SLIDES 360-361 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN SPECIAL WARRANTY DEED TO HEB GROCERY COMPANY, LP RECORDED IN DOCUMENT NO. 2007095692 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.102 ACRE (4,460 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an "X" found cut in concrete 286.09 feet left of proposed Gattis School Road Baseline Station 177+70.94, being an angle point in the easterly boundary line of Lot 5, Block "A" and the southerly boundary line of Lot 2, Block "A" said Stonecrest Retail Subdivision, same being the northwesterly corner of said Lot 4;

THENCE, with the common boundary line of said Lot 4 and said Lot 5, S 02°29'15" E, passing at a distance of 221.35 feet an iron rod with aluminum cap stamped "ROW 4933" in the proposed northerly right of way (ROW) line of Gattis School Road (ROW width varies), continuing with said proposed ROW, for a total distance of 224.83 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10155070.54, E=3152883.68 TxSPC Zone 4203) set 62.00 feet left of proposed Gattis School Road Baseline Station 177+90.87 for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said Lot 5, with said proposed ROW line, through the interior of said Lot 4, the following three (3) courses:

- 1) Along a curve to the left, having a delta angle of **02°59'24"**, a radius of **1938.00** feet, an arc length of **101.13** feet and a chord which bears **S 89°37'33" E**, for a distance of **101.12** feet to an iron rod with aluminum cap stamped "ROW 4933" set 62.00 feet left of proposed Gattis School Road Baseline Station 178+95.24, for a point of tangency;
- 2) **N 88°52'45" E**, for a distance of **88.54** feet to an iron rod with aluminum cap stamped "ROW 4933" set 62.00 feet left of proposed Gattis School Road Baseline Station 179+83.77, for an angle point;
- 3) **N 42°31'40" E**, for a distance of **35.46** feet to an iron rod with aluminum cap stamped "ROW 4933" set 87.66 feet left of proposed Gattis School Road Baseline Station 180+08.25, being in the easterly boundary line of said Lot 4, same being the existing westerly ROW line of Red Bud Lane (ROW width varies), for the northeasterly corner of the herein described tract;

THENCE, departing said proposed ROW line, with said existing westerly ROW line of Red Bud Lane, same being the easterly boundary line of said Lot 4, the following two (2) courses:

- 4) **S 02°38'35" E**, for a distance of **20.24** feet to a 1/2" iron rod with plastic cap stamped "Bury & Partners" found, for an angle point of the herein described tract;

- 5) **S 43°04'29" W**, for a distance of **40.96** feet to a 1/2" iron rod with plastic cap stamped "Baker-Aicklen" found, being in the existing northerly ROW line of Gattis School Road (ROW width varies);
- 6) **THENCE**, departing said existing westerly ROW line of Red Bud Lane, with said existing northerly ROW line of Gattis School Road, same being the southerly boundary line of said Lot 4, **N 88°55'03" W**, for a distance of **185.76** feet to an "X" found cut in concrete, being the southwesterly corner of said Lot 4, same being the southeasterly corner of said Lot 5, for the southwesterly corner of the herein described tract, and from which, an "X" found cut in concrete, being an angle point in said existing ROW line, same being an angle point in the southerly boundary line of said Lot 5 bears **N 88°41'50" W**, at a distance of 21.11 feet;
- 7) **THENCE**, departing said existing ROW line, with the common boundary line of said Lot 5 and said Lot 4, **N 02°29'15" W**, for a distance of **19.44** feet to the **POINT OF BEGINNING**, containing 0.102 acre (4,460 square feet) of land, more or less.

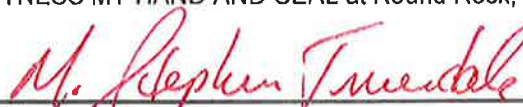
This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.



M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



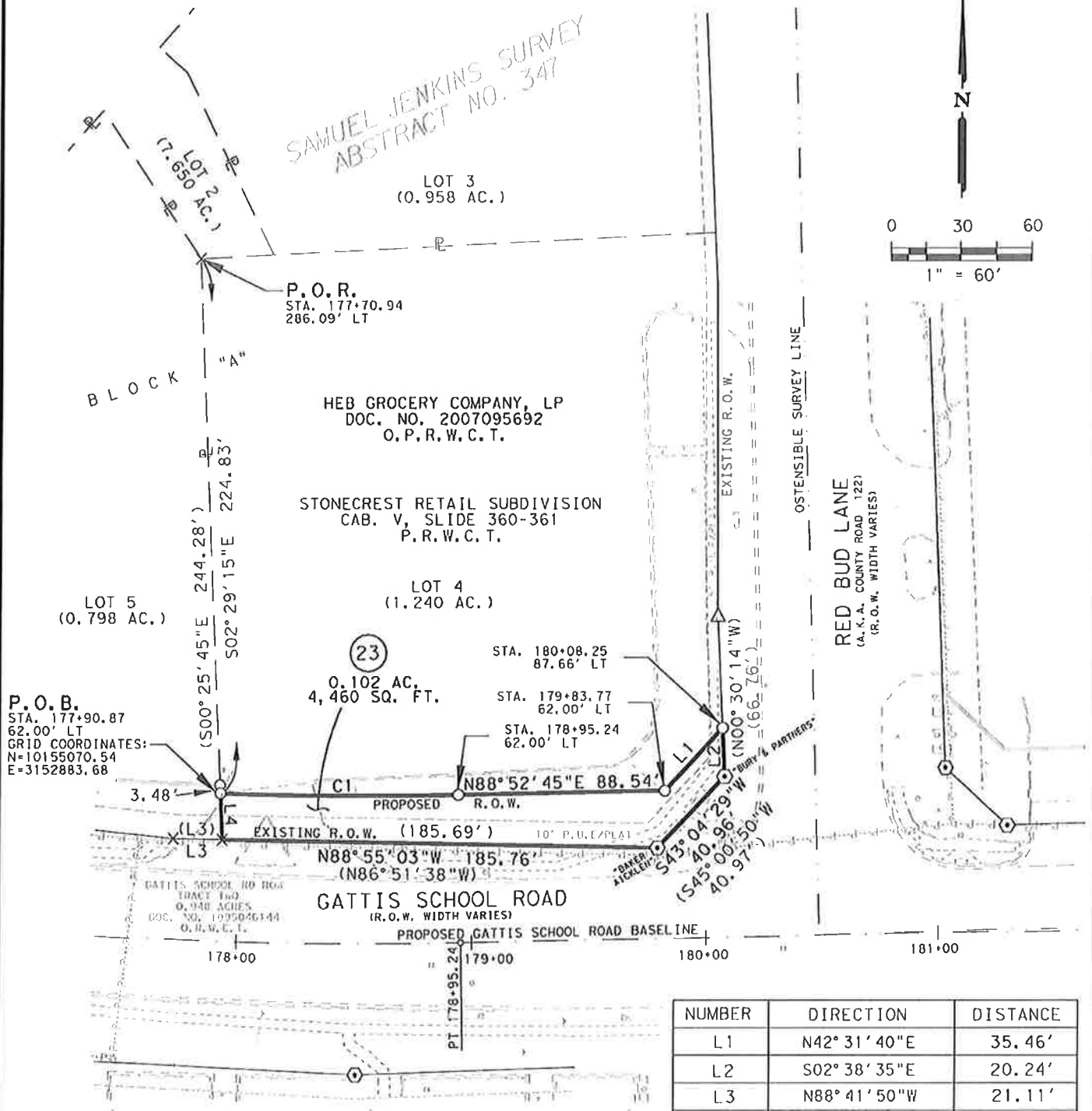
Date



EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 06/24/19
PAGE 3 OF 4



NUMBER	DIRECTION	DISTANCE
L1	N42°31'40"E	35.46'
L2	S02°38'35"E	20.24'
L3	N88°41'50"W	21.11'
(L3)	(N86°51'38"W)	(21.07')
L4	N02°29'15"W	19.44'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°59'24"	1938.00'	101.13'	101.12'	S89°37'33"E

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
HEB GROCERY COMPANY, LP

PARCEL 23

SCALE	PROJECT	COUNTY
1" = 60'	GATTIS SCHOOL ROAD	WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 06/24/19
PAGE 4 OF 4

LEGEND

* FENCE CORNER POST FOUND	℄ CENTER LINE
● 1/2" IRON ROD FOUND UNLESS NOTED	℄ PROPERTY LINE
⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP	() RECORD INFORMATION
⊙ COTTON GIN SPINDLE FOUND	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	— DENOTES COMMON OWNERSHIP
X X CUT FOUND	P.O.B. POINT OF BEGINNING
▲ 60/D NAIL FOUND	P.O.R. POINT OF REFERENCE
△ CALCULATED POINT	N.T.S. NOT TO SCALE
○ 1/2" IRON ROD W/ ALUMINUM CAP	D.R.W.C.T. DEED RECORDS
STAMPED "ROW-4933" SET	O.R.W.C.T. WILLIAMSON COUNTY, TEXAS
(UNLESS NOTED OTHERWISE)	OFFICIAL RECORDS
	WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS
	WILLIAMSON COUNTY, TEXAS
	P.R.W.C.T. PLAT RECORDS
	WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO.1827487-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 5, 2018, ISSUE DATE JULY 16, 2018.

1. RESTRICTIVE COVENANTS: CABINET V, SLIDE 360, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO, DOCUMENT NOS. 199961930, 2001019243, 2001019244, 2001003876, 2002009653, 2002009654, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

10B. 10 FOOT PUBLIC UTILITY EASEMENT ALONG THE SOUTH AND SOUTHEAST PROPERTY LINE AS SHOWN ON THE PLAT AND DEDICATION SET OUT IN SCHEDULE A, AFFECTS AS SHOWN.

C. 5 FOOT PUBLIC UTILITY EASEMENT AS SHOWN ON THE PLAT AND DEDICATION SET OUT IN SCHEDULE A, AFFECTS AS SHOWN.

D. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED IN DOCUMENT NO. 199961930 AND AMENDED IN DOCUMENT NO. 2001020940, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

E. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED IN DOCUMENT NO. 2001003876, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

F. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED IN DOCUMENT NO. 2001019243 AND AMENDED IN DOCUMENT NO. 2002009653, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

G. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED IN DOCUMENT NO. 2001019244 AND AMENDED IN DOCUMENT NO. 2002009654 AND DOCUMENT NO. 2005003517, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

H. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED IN DOCUMENT NO. 2002013417, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale 5 May 2019
M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



	ACRES	SQUARE FEET
ACQUISITION	0.102	4,460
CALC/DEED AREA	1.240	54,014
REMAINDER AREA	1.138	49,554



PARCEL PLAT SHOWING PROPERTY OF
HEB GROCERY COMPANY, LP

PARCEL 23

SCALE 1" = 60'	PROJECT GATTIS SCHOOL ROAD	COUNTY WILLIAMSON
-------------------	-------------------------------	----------------------

EXHIBIT "B"

Deed Form

DEED
Gattis School Road Ph. 6 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That H-E-B, LP, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by City of Round Rock, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto CITY OF ROUND ROCK, TEXAS, for use as public right-of-way and no other purpose, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.102 acre (4,460 square foot) tract of land out of and situated in the Samuel Jenkins Survey, Abstract No. 347 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 23**)

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

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

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

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2020.

[signature page follows]

GRANTOR:

H-E-B, LP,
a Texas limited partnership

By: _____

Name: _____

Its: _____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2020 by _____, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

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

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT “C”

Administrative Adjustment Letter

December 11, 2019

Jared O'Brien
Director of Real Estate, HEB
646 S. Flores Street
San Antonio, TX 78204

**RE: Administrative Adjustment – Gattis School Road Expansion Project – Phase 6, Parcel 23,
Digital fuel pricing canopy and setback for monument sign (Stonecrest Retail Subdivision)
Round Rock, TX**

Dear Mr. O'Brien:

The above-referenced property is governed by PUD (Planned Unit Development) No. 45 and City of Round Rock, TX Code of Ordinances. With the proposed City initiated right-of-way (ROW) expansion project, a portion of the subject tract as shown in Exhibit "A" attached hereto will be converted to City ROW. Currently, there are two monument signs, one located within the right-of-way expansion area and one located adjacent to the right-of-way location area, in the locations as shown on Exhibit "B" attached hereto. This expansion will cause the need for variances to the sign regulations to (a) allow for a replacement of the monument sign within the expansion area with the addition of digital fuel pricing signs on an existing canopy sign, the proposed design specifications of which are as shown on Exhibit "C" attached hereto, and (b) allow for the monument sign adjacent to the right-of-way to be located within the required setback from Gattis School Road.

Code of Ordinances, City of Round Rock, Texas, 2018, Part III, Zoning and Development Code, Chapter 10, Article VII, Section 10-52 allows an administrative adjustment for property subject to condemnation, where governmental condemnation results in zoning law noncompliance. It is therefore staff's professional opinion that the replacement of one monument sign with a canopy sign and the reduction of the setback for a second monument sign will be harmonious with character and scale of the surrounding area. Furthermore, we hereby find that this complies with the established criteria for an Administrative Adjustment:

- a) Consistent with this chapter zoning regulations. The proposed adjustment is in harmony with the general plan and purpose and intent of this chapter.
- b) Harmonious with character and scale of surrounding area. The proposed adjustment to schematic architectural, signage and landscaping designs shall be harmonious with the character of the surrounding area.
- c) General impacts. The likely future impact that the proposed adjustment may have on the following systems and public services: Public infrastructure such as roads, parking facilities, water and wastewater systems, police and fire protection, solid waste collection, and the ability of existing infrastructure and existing services to adequately service the property in question.
- d) Traffic related impacts. The proposed adjustment does not interfere with the free flow of traffic or create a public safety hazard.
- e) Condemning authority impact. The likely cost to the condemning authority if the application is disapproved.

In accordance with Section 10-52 of the Zoning and Development Code, the City hereby **grants** an Administrative Adjustment to the replacement of a monument sign with a canopy sign consistent with the design specifications shown in Exhibit "C", and to the setback requirement for a second monument sign. The

canopy sign and monument sign shall be considered legally conforming with the City's requirements as established in this letter, and shall be allowed to remain in place, as well and be modified and replaced in their existing locations, including reconstruction required as a result of any casualty loss. Any replacement, modifications or expansions to the canopy sign and monument sign must otherwise comply with applicable requirements of the City's Code of Ordinances not pertaining to (a) the required setbacks from Gattis School Road (monument) or (b) digital type fuel pricing numerical display (canopy).

We recommend you record this letter in the Williamson County Courthouse for future reference on legal matters related to this action.

Sincerely,

Brad Wiseman, AICP
Director of Planning & Development Services

cc: Gary Hudder, Transportation Director

EXHIBIT 'A'

County: Williamson
Parcel : 23
Project: Gattis School Road

PROPERTY DESCRIPTION FOR PARCEL 23

DESCRIPTION OF A 0.102 ACRE (4,460 SQUARE FOOT) TRACT OF LAND SITUATED IN THE SAMUEL JENKINS SURVEY, ABSTRACT NO. 347, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 4, BLOCK "A" (1.240 ACRES), STONECREST RETAIL SUBDIVISION, A SUBDIVISION OF RECORD IN CABINET V, SLIDES 360-361 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN SPECIAL WARRANTY DEED TO HEB GROCERY COMPANY, LP RECORDED IN DOCUMENT NO. 2007095692 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.102 ACRE (4,460 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an "X" found cut in concrete 286.09 feet left of proposed Gattis School Road Baseline Station 177+70.94, being an angle point in the easterly boundary line of Lot 5, Block "A" and the southerly boundary line of Lot 2, Block "A" said Stonecrest Retail Subdivision, same being the northwesterly corner of said Lot 4;

THENCE, with the common boundary line of said Lot 4 and said Lot 5, S 02°29'15" E, passing at a distance of 221.35 feet an iron rod with aluminum cap stamped "ROW 4933" in the proposed northerly right of way (ROW) line of Gattis School Road (ROW width varies), continuing with said proposed ROW, for a total distance of 224.83 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10155070.54, E=3152883.68 TxSPC Zone 4203) set 62.00 feet left of proposed Gattis School Road Baseline Station 177+90.87 for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said Lot 5, with said proposed ROW line, through the interior of said Lot 4, the following three (3) courses:

- 1) Along a curve to the left, having a delta angle of **02°59'24"**, a radius of **1938.00** feet, an arc length of **101.13** feet and a chord which bears **S 89°37'33" E**, for a distance of **101.12** feet to an iron rod with aluminum cap stamped "ROW 4933" set 62.00 feet left of proposed Gattis School Road Baseline Station 178+95.24, for a point of tangency;
- 2) **N 88°52'45" E**, for a distance of **88.54** feet to an iron rod with aluminum cap stamped "ROW 4933" set 62.00 feet left of proposed Gattis School Road Baseline Station 179+83.77, for an angle point;
- 3) **N 42°31'40" E**, for a distance of **35.46** feet to an iron rod with aluminum cap stamped "ROW 4933" set 87.66 feet left of proposed Gattis School Road Baseline Station 180+08.25, being in the easterly boundary line of said Lot 4, same being the existing westerly ROW line of Red Bud Lane (ROW width varies), for the northeasterly corner of the herein described tract;

THENCE, departing said proposed ROW line, with said existing westerly ROW line of Red Bud Lane, same being the easterly boundary line of said Lot 4, the following two (2) courses:

- 4) **S 02°38'35" E**, for a distance of **20.24** feet to a 1/2" iron rod with plastic cap stamped "Bury & Partners" found, for an angle point of the herein described tract;

- 5) **S 43°04'29" W**, for a distance of **40.96** feet to a 1/2" iron rod with plastic cap stamped "Baker-Aicklen" found, being in the existing northerly ROW line of Gattis School Road (ROW width varies);
- 6) **THENCE**, departing said existing westerly ROW line of Red Bud Lane, with said existing northerly ROW line of Gattis School Road, same being the southerly boundary line of said Lot 4, **N 88°55'03" W**, for a distance of **185.76** feet to an "X" found cut in concrete, being the southwesterly corner of said Lot 4, same being the southeasterly corner of said Lot 5, for the southwesterly corner of the herein described tract, and from which, an "X" found cut in concrete, being an angle point in said existing ROW line, same being an angle point in the southerly boundary line of said Lot 5 bears **N 88°41'50" W**, at a distance of 21.11 feet;
- 7) **THENCE**, departing said existing ROW line, with the common boundary line of said Lot 5 and said Lot 4, **N 02°29'15" W**, for a distance of **19.44** feet to the **POINT OF BEGINNING**, containing 0.102 acre (4,460 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

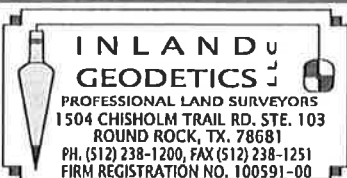
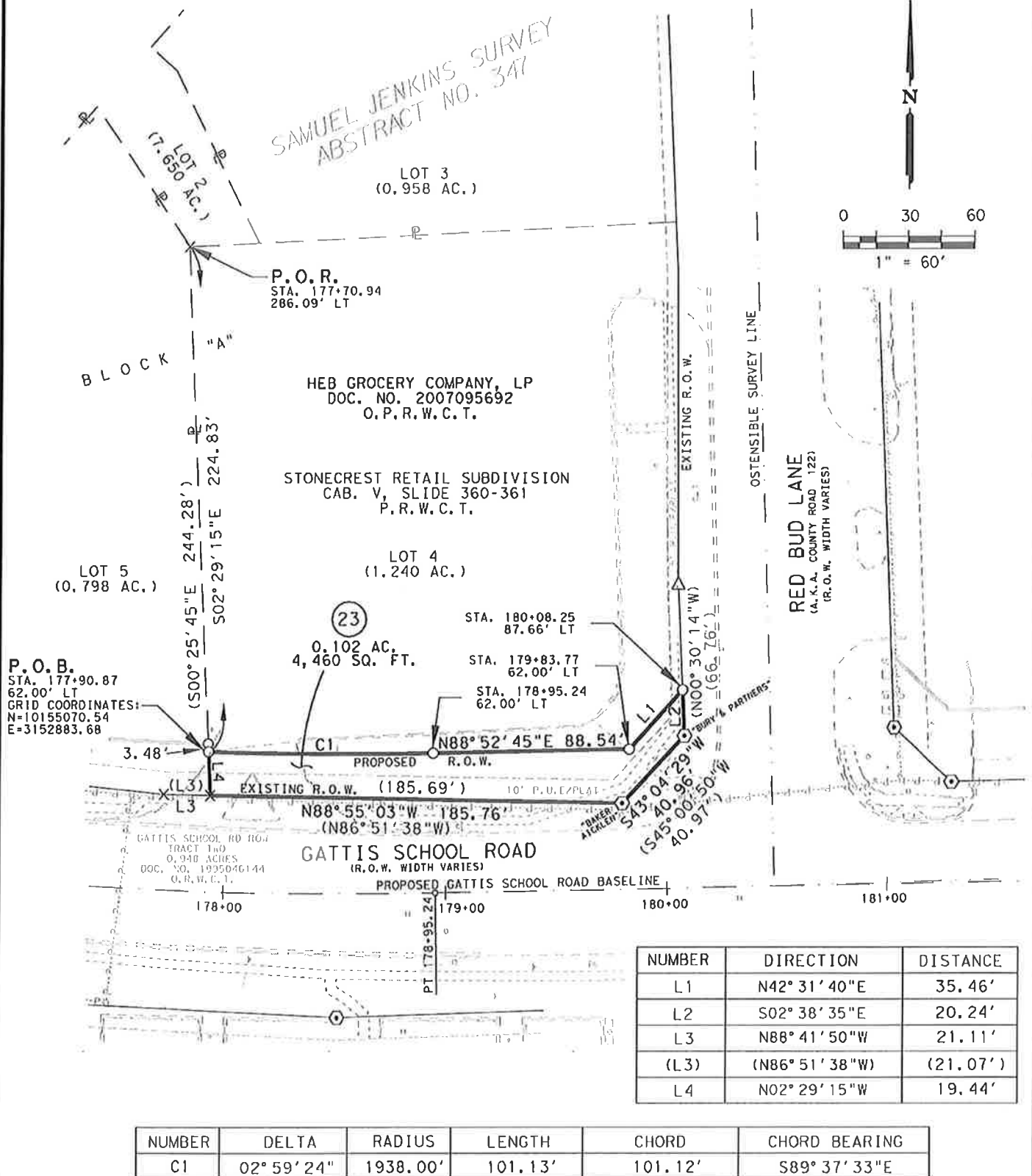
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 06/24/19
PAGE 3 OF 4

PARCEL PLAT SHOWING PROPERTY OF
HEB GROCERY COMPANY, LP

PARCEL 23

SCALE
1" = 60'

PROJECT
GATTIS SCHOOL ROAD

COUNTY
WILLIAMSON

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 06/24/19
PAGE 4 OF 4

LEGEND

* FENCE CORNER POST FOUND	℄ CENTER LINE
● 1/2" IRON ROD FOUND UNLESS NOTED	℄ PROPERTY LINE
⊙ 1/2" IRON ROD FOUND W/PLASTIC CAP	() RECORD INFORMATION
⊙ COTTON GIN SPINDLE FOUND	— LINE BREAK
⊙ 1/2" IRON PIPE FOUND UNLESS NOTED	↗ DENOTES COMMON OWNERSHIP
X X CUT FOUND	P.O.B. POINT OF BEGINNING
▲ 60/D NAIL FOUND	P.O.R. POINT OF REFERENCE
△ CALCULATED POINT	N.T.S. NOT TO SCALE
○ 1/2" IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY, TEXAS
	O.R.W.C.T. OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO.1827487-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 5, 2018, ISSUE DATE JULY 16, 2018.

1. RESTRICTIVE COVENANTS: CABINET V, SLIDE 360, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO, DOCUMENT NOS. 199961930, 2001019243, 2001019244, 2001003876, 2002009653, 2002009654, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

10B. 10 FOOT PUBLIC UTILITY EASEMENT ALONG THE SOUTH AND SOUTHEAST PROPERTY LINE AS SHOWN ON THE PLAT AND DEDICATION SET OUT IN SCHEDULE A, AFFECTS AS SHOWN.

C. 5 FOOT PUBLIC UTILITY EASEMENT AS SHOWN ON THE PLAT AND DEDICATION SET OUT IN SCHEDULE A, AFFECTS AS SHOWN.

D. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED IN DOCUMENT NO. 199961930 AND AMENDED IN DOCUMENT NO. 2001020940, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

E. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED IN DOCUMENT NO. 2001003876, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

F. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED IN DOCUMENT NO. 2001019243 AND AMENDED IN, DOCUMENT NO. 2002009653, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

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M. Stephen Truesdale 5 May 2019

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



	ACRES	SQUARE FEET
ACQUISITION	0.102	4,460
CALC/DEED AREA	1.240	54,014
REMAINDER AREA	1.138	49,554



PARCEL PLAT SHOWING PROPERTY OF
HEB GROCERY COMPANY, LP

SCALE 1" = 60'	PROJECT GATTIS SCHOOL ROAD	COUNTY WILLIAMSON
-------------------	-------------------------------	----------------------

PARCEL 23

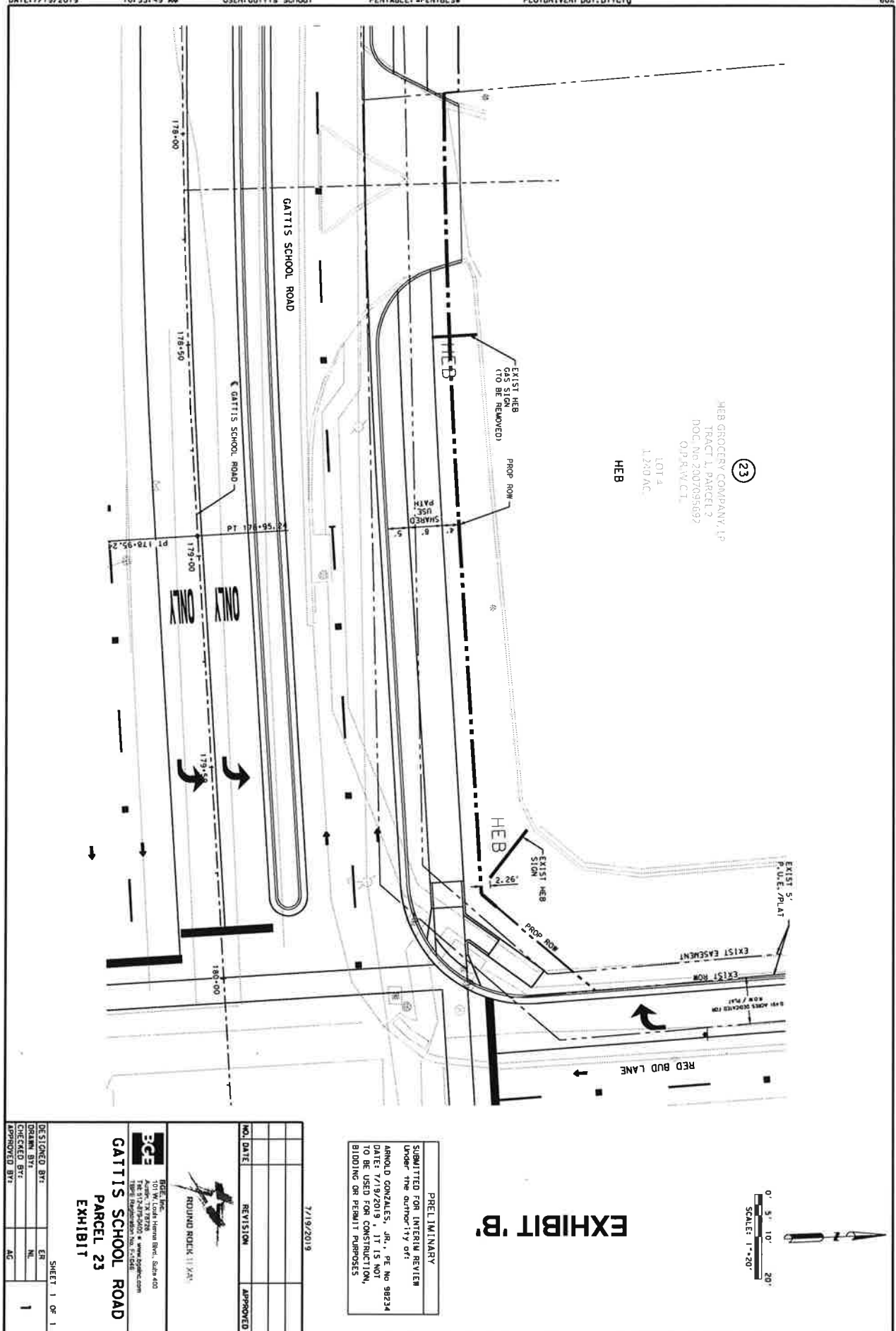
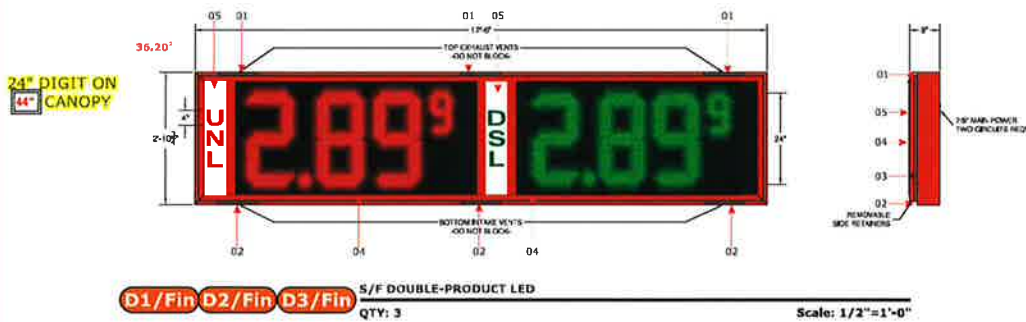


EXHIBIT 'C' Page 1 of 2



01/Fin 02/Fin 03/Fin 5/F DOUBLE-PRODUCT LED
QTY: 3

Scale: 1/2"=1'-0"

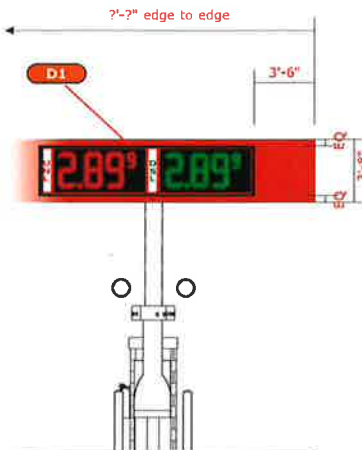
- 01 Top exhaust vents - do not block.
- 02 Bottom intake vents - do not block.
- 03 Removable side retainers.
- 04 LED units. These units to light day & night.
- 05 Plastic faces with vinyl copy; internally illuminated by T-8 110 Fluorescent lamp. These faces to light at night only.

COLORS

- Cabinet/retainers/divider bars- pms red # 485c.
- Red side- LED- Red; Product- Red # 3630-43 on white background.
- Green side- LED- Green; Product- Green # 3630-26 on white background.

ELECTRICAL REQUIREMENTS:

Input Voltage: 120 VAC
Control 24/7 = 2.5 Amps
Lighting= TBD
TOTAL = TBD



ELEVATION Scale: 3/16"=1'-0"

- Pms 485c, (3632-43 Red)
- Standard
- Green 3630-26

Color description is for reference only. Samples provided upon request after order placement.

- LED DIGIT, RED
- LED DIGIT, GREEN



- ☐ Proposal Drawing
- ☒ Final Drawing

Client: HEB Grocery Co LP
Location: 3780 Gattuso School Rd., Round Rock, TX 78664
Salesperson: Pete Sitterle
Proj. Mng.: Patti Coley
Date: 2/9/10
Designer: Andrew Silvestre
File Name: 18-2374 HEB
#101 Round Rock, TX Fast
Re-Image FINAL 1
Proposed #: 38250
Job #: 18-2374

Revisions:

1. Add 1/2" to 1/4" to the top of the sign to allow for the exhaust vents to be installed. (Revised due to sign assembly).



TOLL # 18010

Corporate Office
San Antonio
239 West Turbo
San Antonio, TX 78208
Ph: (214) 503-4471-7844

Dallas / Ft. Worth Branch
13336 W. Irving Highway
Irving, TX 75039
Ph: (972) 970-1004

Houston Branch
8800 Broadway Blvd.
Houston, TX 77065
Ph: (281) 488-6801

Austin Branch
4407 E. Loop W, Ste. 10
Austin, TX 78745
Ph: (512) 878-0000

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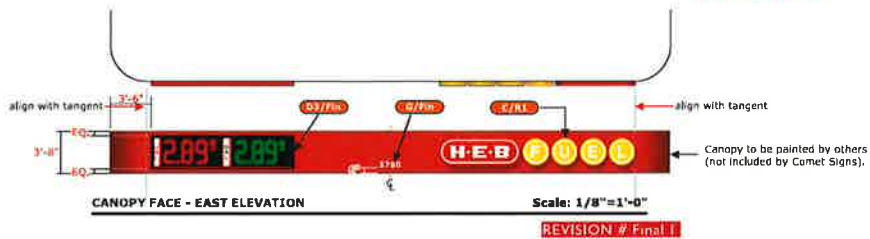
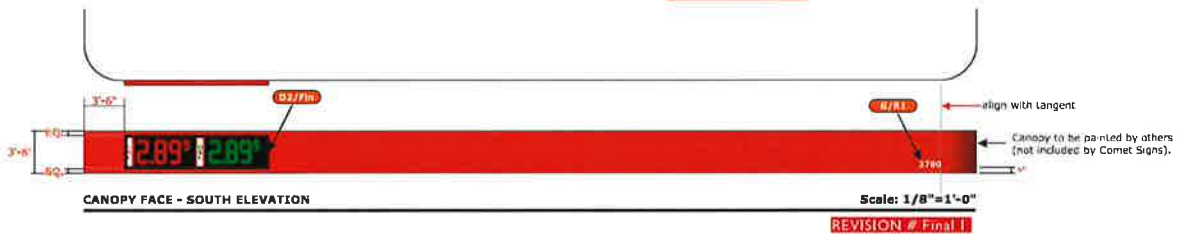
Page 5 of 16

EXHIBIT 'C' Page 2 of 2



SOUTH ELEVATION

NORTH ELEVATION



- ☐ Proposal Drawing
- ☒ Final Drawing

Client: HEB Grocery Co. LP
Location: 3780 Gettis School
Bd., Round Rock, TX 78664
Salesperson: Pete Sittlerle
Proj. Mgr.: Paul Coley
Date: 2/8/18
Designer: Andrew Silvestre
File Name: 18-2374 HEB
#101 Round Rock, TX Fuel
Re-Image FINAL 1
Proposal #: 38250
Job #: 18-2374

Revisions

R2/18/18/18/18: Added car wash
brushes & car wash dispensers sign;
signs, equipment. Revised due to sign
equipment.
R2/18/18/18/18: Added two more
signs (R2/18/18/18/18: Sign 'W'
equipment); changed 'Wash' to
'Car Wash' (added);
FINAL 3/1/18/18/18: new sign canopy
price with R2/18/18/18/18
equipment 3/1/18
FINAL 3/1/18/18/18: new canopy for
car wash sign 3/1/18



TOL # 18010

Corporate Office
San Antonio
238 West Turbo
San Antonio, TX 78208
Ph: (210) 341-7944

Dallas / Ft. Worth Branch
11338 S. Airport Freeway, Suite 100
Irving, TX 75039
Ph: (972) 875-1554

Houston Branch
8808 Greenhouse Rd.
Houston, TX 77064
Ph: (832) 488-8881

Austin Branch
2407 N. Loop W, Suite 100
Austin, TX 78705
Ph: (512) 875-2800

Phoenix Branch
11111 N. 19th Ave, Suite 100
Phoenix, AZ 85021
Ph: (602) 998-1111

San Diego Branch
11111 N. 19th Ave, Suite 100
San Diego, CA 92111
Ph: (619) 594-1111

San Jose Branch
11111 N. 19th Ave, Suite 100
San Jose, CA 95111
Ph: (408) 594-1111

Seattle Branch
11111 N. 19th Ave, Suite 100
Seattle, WA 98111
Ph: (206) 594-1111

Portland Branch
11111 N. 19th Ave, Suite 100
Portland, OR 97211
Ph: (503) 594-1111

Denver Branch
11111 N. 19th Ave, Suite 100
Denver, CO 80211
Ph: (303) 594-1111

Chicago Branch
11111 N. 19th Ave, Suite 100
Chicago, IL 60611
Ph: (773) 594-1111

Indianapolis Branch
11111 N. 19th Ave, Suite 100
Indianapolis, IN 46211
Ph: (317) 594-1111

San Francisco Branch
11111 N. 19th Ave, Suite 100
San Francisco, CA 94111
Ph: (415) 594-1111

New York Branch
11111 N. 19th Ave, Suite 100
New York, NY 10011
Ph: (212) 594-1111

Los Angeles Branch
11111 N. 19th Ave, Suite 100
Los Angeles, CA 90011
Ph: (213) 594-1111

San Diego Branch
11111 N. 19th Ave, Suite 100
San Diego, CA 92111
Ph: (619) 594-1111

Phoenix Branch
11111 N. 19th Ave, Suite 100
Phoenix, AZ 85011
Ph: (602) 594-1111

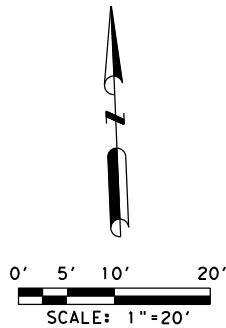
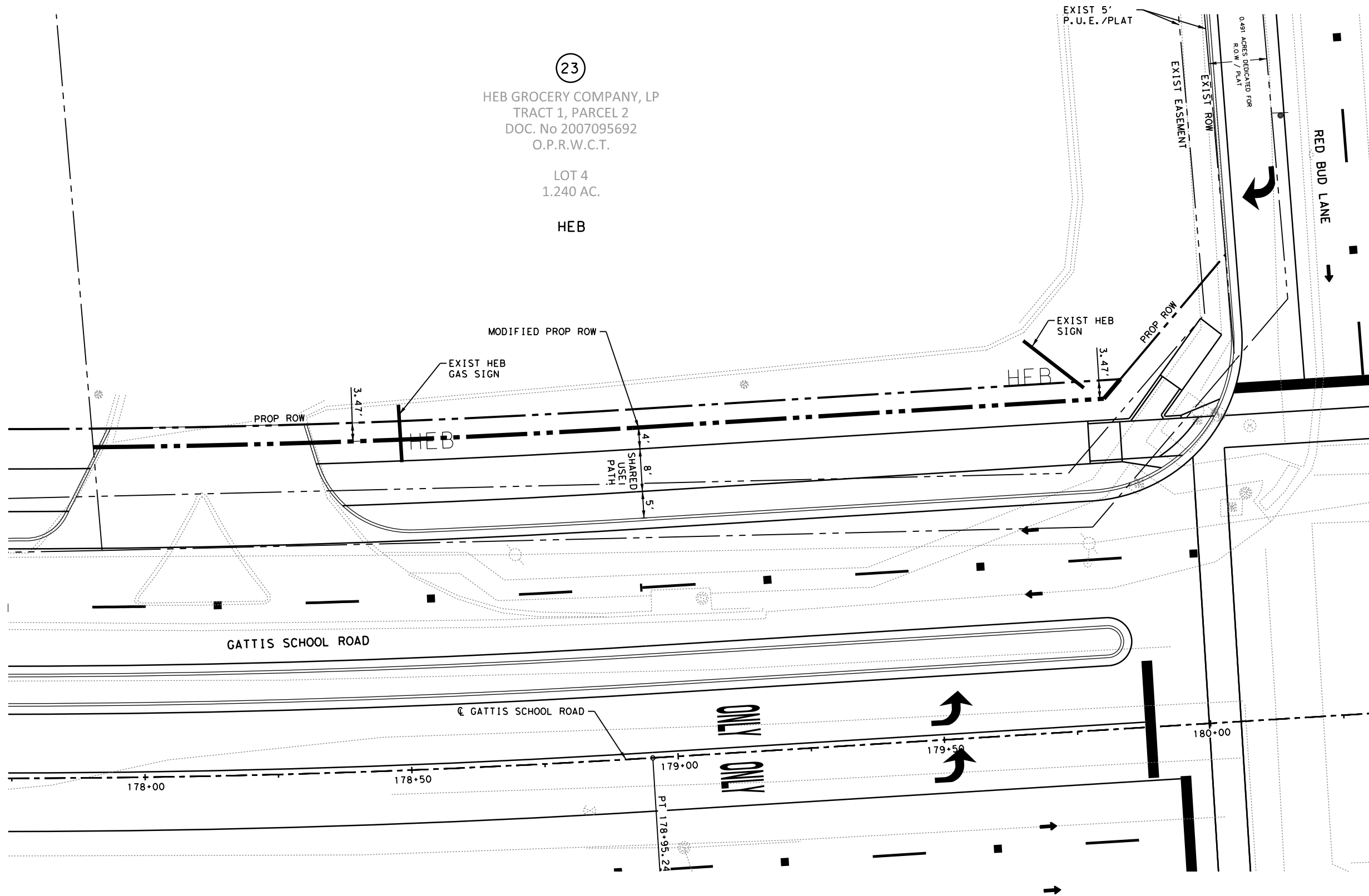
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11111 N. 19th Ave, Suite 100
San Jose, CA 95111
Ph: (408) 594-1111

Seattle Branch
11111 N. 19th Ave, Suite 100
Seattle, WA 98111
Ph: (206) 594-1111

Portland Branch
11111 N. 19th Ave, Suite 100
Portland, OR 97211
Ph: (503) 594-1111

VALUATION OF THE FEE ACQUISITION





PRELIMINARY
SUBMITTED FOR INTERIM REVIEW
Under the authority of:
ARNOLD GONZALES, JR., PE No 98234
DATE: 2/20/2019, IT IS NOT
TO BE USED FOR CONSTRUCTION,
BIDDING OR PERMIT PURPOSES

2/20/2019

NO.	DATE	REVISION	APPROVED

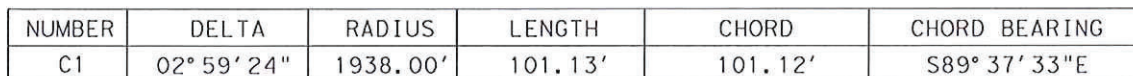
ROUND ROCK TEXAS

BGE, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

GATTIS SCHOOL ROAD
PARCEL 23
EXHIBIT

SHEET 1 OF 1

DESIGNED BY:	ER	1
DRAWN BY:	NL	
CHECKED BY:		
APPROVED BY:	AG	



PARCEL 23

SCALE 1" = 60'	PROJECT GATTIS SCHOOL ROAD	COUNTY WILLIAMSON
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reconstruct fuel sign
on canopy





City of Round Rock

Agenda Item Summary

Agenda Number: G.10

Title: Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire fee simple title to a 0.064-acre tract of land from property owned by Market Plaza, LLC, a Texas limited liability company, required for the proposed Gattis School Road Improvement Project, and take other appropriate action (Parcel 26).

Type: Resolution

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Maps

Department: Transportation Department

Text of Legislative File 2020-0037

The owners have not provided any substantive response to the City's initial purchase offer letter (10.8.19) or final purchase offer letter (11.18.19) for this parcel. We will make additional requests for response prior to actually filing the condemnation suit, but in order to stay on schedule for overall project right of way acquisition the next step of eminent domain authorization is requested. The fee property owner is represented by attorney Erik Cardinell.

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 fee simple title to the following parcel of land for construction of proposed improvements to the Gattis School Road Project: a 0.064-acre tract of land from property owned by Market Plaza, LLC, as described in Exhibit A of the resolution."

RESOLUTION NO. R-2020-0037

**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, Texas ("City") and the public-at-large to construct certain roadway and utility improvements to and along Gattis School Road, 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 fee simple title to approximately 0.064 acre (Parcel 26) of land located in Williamson County, Texas and more particularly described by metes and bounds and on the plat to accompany parcel description in Exhibit "A" attached hereto (the "Property"), such property being owned by **MARKET PLAZA, LLC, a Texas limited liability company**, for the public use of construction, reconstruction, widening, maintaining, and operating of the Gattis School Road roadway improvements and related facilities, and utility adjustments, relocation, and/or installation ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, 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 across and upon, and will cross, run through, and be upon 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 and its citizens to construct and maintain roadway and utility improvements in the City, 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 City and/or its assigns to complete said Project.

Section 2. The City Attorney, or his designated agent, has on behalf of the City to 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 an 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 13th day of February, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT A

County: Williamson
Parcel : 26
Project: Gattis School Road

PROPERTY DESCRIPTION FOR PARCEL 26

DESCRIPTION OF A 0.064 ACRE (2,784 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN H. RANDALL SURVEY, ABSTRACT NO. 531, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2A (1.629 ACRES), HIGHLAND ESTATES, SECTION IIA AMENDED PLAT OF LOTS 1 AND 2, A SUBDIVISION OF RECORD IN CABINET BB, SLIDES 353-354 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO MARKET PLAZA, LLC RECORDED IN DOCUMENT NO. 2006050685 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.064 ACRE (2,784 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod with plastic cap stamped "Chaparral Boundary" found 331.97 feet left of proposed Gattis School Road Baseline Station 186+20.12, being the northeasterly corner of said Lot 2A, same being the northwesterly corner of Lot 2, Block A, Autrey Ranch, a subdivision of record recorded in Cabinet EE, Slide 88 of the Plat Records of Williamson County, Texas, also being in the southerly boundary of Lot 1, Block A of said Autrey Ranch subdivision;

THENCE, with the common boundary line of said Lot 2A and said Lot 2, S 02°33'32" E, for a distance of 268.43 feet a 1/2 inch iron rod with plastic cap stamped "Chaparral Boundary" found being a point of curvature to the right, continuing along said curve to the right having a delta angle of 17°59'45", a radius of 15.24 feet, an arc length of 4.79 feet and a chord which bears S 07°42'30" E, for a distance of 4.77 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10155081.09, E=3153715.52 TXSPC Zone 4203) set 58.91 feet left of proposed Gattis School Road Baseline Station 186+26.13 in the proposed northerly right-of-way (ROW) line of Gattis School Road (ROW width varies), for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, departing said proposed ROW line, continuing with said common boundary line, along said curve to the right having a delta angle of 71°20'42", a radius of 15.24 feet, an arc length of 18.98 feet and a chord which bears S 52°22'44" W, for a distance of 17.77 feet to a 1/2 inch iron rod with plastic cap stamped "Chaparral Boundary" found in the existing northerly ROW line of Gattis School Road (ROW width varies), being the southeasterly corner of said Lot 2A, same being the southwesterly corner of said Lot 2, for the southeasterly corner of the herein described tract;
- 2) **THENCE**, departing said Lot 2, with the common boundary line of said Lot 2A and said existing northerly ROW line of Gattis School Road, S 88°26'23" W, for a distance of 283.14 feet to the calculated southwesterly corner of said Lot 2A, same being the southeasterly corner of Lot 1A of said Amended Plat, for the southwesterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "Stearns 4990" found, being the southwesterly corner of said Lot 1A, in said existing northerly ROW line of Gattis School Road bears S 88°26'23" W, at a distance of 198.79 feet;
- 3) **THENCE**, departing said existing northerly ROW line, with the common boundary line of said Lot 1A and said Lot 2A, N 02°15'05" W, for a distance of 14.96 feet to an iron rod with aluminum cap stamped "ROW 4933" set 61.12 feet left of proposed Gattis School Road Baseline Station 183+28.42 in said proposed northerly ROW line of Gattis School Road, for the northwesterly corner of the herein described tract, and from which a calculated point of curvature of a non-tangent curve to the left, being in the common boundary line of said Lot 1A and Lot 2A, bears N 02°15'05" W, at a distance of 31.11 feet;

THENCE, departing said Lot 1A, with said proposed ROW line, through the interior of said Lot 2A, the following three (3) courses:

- 4) N 88°27'22" E, for a distance of 52.49 feet to an iron rod with aluminum cap stamped "ROW 4933" set 61.51 feet left of proposed Gattis School Road Baseline Station 183+80.91, for an angle point;
- 5) S 02°56'25" E, for a distance of 8.77 feet to an iron rod with aluminum cap stamped "ROW 4933" set 52.74 feet left of proposed Gattis School Road Baseline Station 183+81.19, for an angle point;
- 6) N 87°26'12" E, for a distance of 245.02 feet to the POINT OF BEGINNING, containing 0.064 acre (2,784 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

5 July 2019
Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 06/24/19
PAGE 3 OF 4

NUMBER	DIRECTION	DISTANCE
L1	N02° 15' 05"W	14.96'
L2	N02° 15' 05"W	31.11'
(L3)	(N02° 34' 13"W)	(46.12')
L4	S88° 26' 23"W	198.79'
L5	N88° 27' 22"E	52.49'
L6	S02° 56' 25"E	8.77'

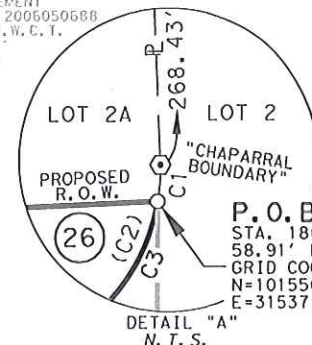
LOT 1, BLOCK A
(5.335 AC.)"CHAPARRAL
BOUNDARY"P.O.R.
STA. 186+20.12
331.97' LTAUTREY RANCH
CAB. EE, SLIDE 88
P.R.W.C.T.LOT 2, BLOCK A
(0.803 AC.)MARKET PLAZA, LLC
DOC. NO. 2006050685
O.P.R.W.C.T.HIGHLAND ESTATES
SECTION IIA
AMENDED PLAT OF
LOTS 1 & 2
CAB. BB, SLIDE 353-354
P.R.W.C.T.LOT 2A
(1.629 AC.)P.O.B.
STA. 186+26.13
58.91' LT
GRID COORDINATES:
N=10155081.09
E=3153715.52(26)
0.064 AC.
2,784 SQ. FT.

SEE DETAIL "A"

CHAPARRAL
BOUNDARY10' WIDE WASEWATER
EASEMENT
DOC. NO. 2006050688
O.P.R.W.C.T.

OSTENSIBLE SURVEY LINE

PROPOSED GATTIS SCHOOL ROAD BASELINE

GATTIS SCHOOL ROAD
(R.O.W. WIDTH VARIES)

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	17° 59' 45"	15.24'	4.79'	4.77'	S07° 42' 30"E
(C2)	91° 09' 19")	(15.00')	(23.86')	(21.43')	(S42° 51' 18"W)
C3	71° 20' 42"	15.24'	18.98'	17.77'	S52° 22' 44"W

0 30 60
1" = 60'

PARCEL PLAT SHOWING PROPERTY OF

MARKET PLAZA, LLC

PARCEL 26

SCALE
1" = 60'PROJECT
GATTIS SCHOOL ROADCOUNTY
WILLIAMSON

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

✱	FENCE CORNER POST FOUND	℄	CENTER LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	℄	PROPERTY LINE
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	()	RECORD INFORMATION
⊙	COTTON GIN SPINDLE FOUND	— —	LINE BREAK
⊙	1/2" IRON PIPE FOUND UNLESS NOTED	↘	DENOTES COMMON OWNERSHIP
X	X CUT FOUND	P.O.B.	POINT OF BEGINNING
▲	60/D NAIL FOUND	P.O.R.	POINT OF REFERENCE
△	CALCULATED POINT	N.T.S.	NOT TO SCALE
○	1/2" IRON ROD W/ ALUMINUM CAP	D.R.W.C.T.	DEED RECORDS
	STAMPED "ROW-4933" SET	WILLIAMSON COUNTY, TEXAS	
	(UNLESS NOTED OTHERWISE)	O.R.W.C.T.	OFFICIAL RECORDS
		WILLIAMSON COUNTY, TEXAS	
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS
		WILLIAMSON COUNTY, TEXAS	
		P.R.W.C.T.	PLAT RECORDS
		WILLIAMSON COUNTY, TEXAS	

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO.1827489-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 3, 2018, ISSUE DATE JULY 13 2018.

1. RESTRICTIVE COVENANTS: CABINET H, SLIDES 32-33 AND CABINET BB, SLIDES 353-354, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DOCUMENT NO. 199958216, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- 10B. DRAINAGE EASEMENT VARYING IN WIDTH ALONG THE WESTERLY PROPERTY LINE AS SHOWN ON THE PLAT RECORDED IN CABINET H, SLIDES 32-33, AND CABINET BB, SLIDES 353-354, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- C. 7.5 FOOT PUBLIC UTILITY EASEMENT ALONG THE EASTERLY LOT LINE AS SHOWN ON THE PLAT RECORDED IN CABINET H, SLIDES 32-33, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS: AND SET OUT IN SCHEDULE A HEREOF, AFFECTS AS SHOWN.
- D. 7.5 FOOT PUBLIC UTILITY EASEMENT ALONG THE NORTHERLY LOT LINE AS SHOWN ON THE PLAT RECORDED IN CABINET H, SLIDES 32-33, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS: AND SET OUT IN SCHEDULE A HEREOF, DOES NOT AFFECT AS SHOWN.
- E. 15 FOOT PUBLIC UTILITY EASEMENT ALONG THE SOUTHERLY AND THE EASTERLY LOT LINE AS SHOWN ON THE PLAT RECORDED IN CABINET BB, SLIDES 353-354, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS: AND SET OUT IN SCHEDULE A HEREOF, AFFECTS AS SHOWN.
- F. PIPELINE EASEMENT TO MANVILLE WATER SUPPLY CORP. RECORDED IN VOLUME 581, PAGE 662, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- G. PIPELINE EASEMENT TO MANVILLE WATER SUPPLY CORP. RECORDED IN VOLUME 581, PAGE 639, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- H. ELECTRIC AND TELEPHONE EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 611, PAGE 520, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- I. PIPELINE EASEMENT TO MANVILLE WATER SUPPLY CORP. RECORDED IN VOLUME 843, PAGE 541, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- J. ELECTRIC AND TELEPHONE EASEMENT TO TEXAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY RECORDED IN VOLUME 848, PAGE 669, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- K. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 304, PAGE 568, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- L. ELECTRIC AND TELEPHONE EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 1102, PAGE 41, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.
- M. ELECTRIC EASEMENT TO TEXAS UTILITIES ELECTRIC COMPANY RECORDED IN VOLUME 2621, PAGE 560, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- N. WASTEWATER EASEMENT TO K.A.F. II DEVELOPMENT L.P. RECORDED IN DOCUMENT NO. 2004009319, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.
- P. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED IN DOCUMENT NO. 199958216, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.
- Q. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT: RECORDED IN DOCUMENT NO. 2006050688, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

M. Stephen Truesdale
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

DATE



	ACRES	SQUARE FEET
ACQUISITION	0.064	2,784
CALC/DEED AREA	1.629	70,959
REMAINDER AREA	1.565	68,175



PARCEL PLAT SHOWING PROPERTY OF

MARKET PLAZA, LLC

PARCEL 26

SCALE 1" = 60'	PROJECT GATTIS SCHOOL ROAD	COUNTY WILLIAMSON
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Untitled Map

Legend

Market Plaza
(Parcel 26)

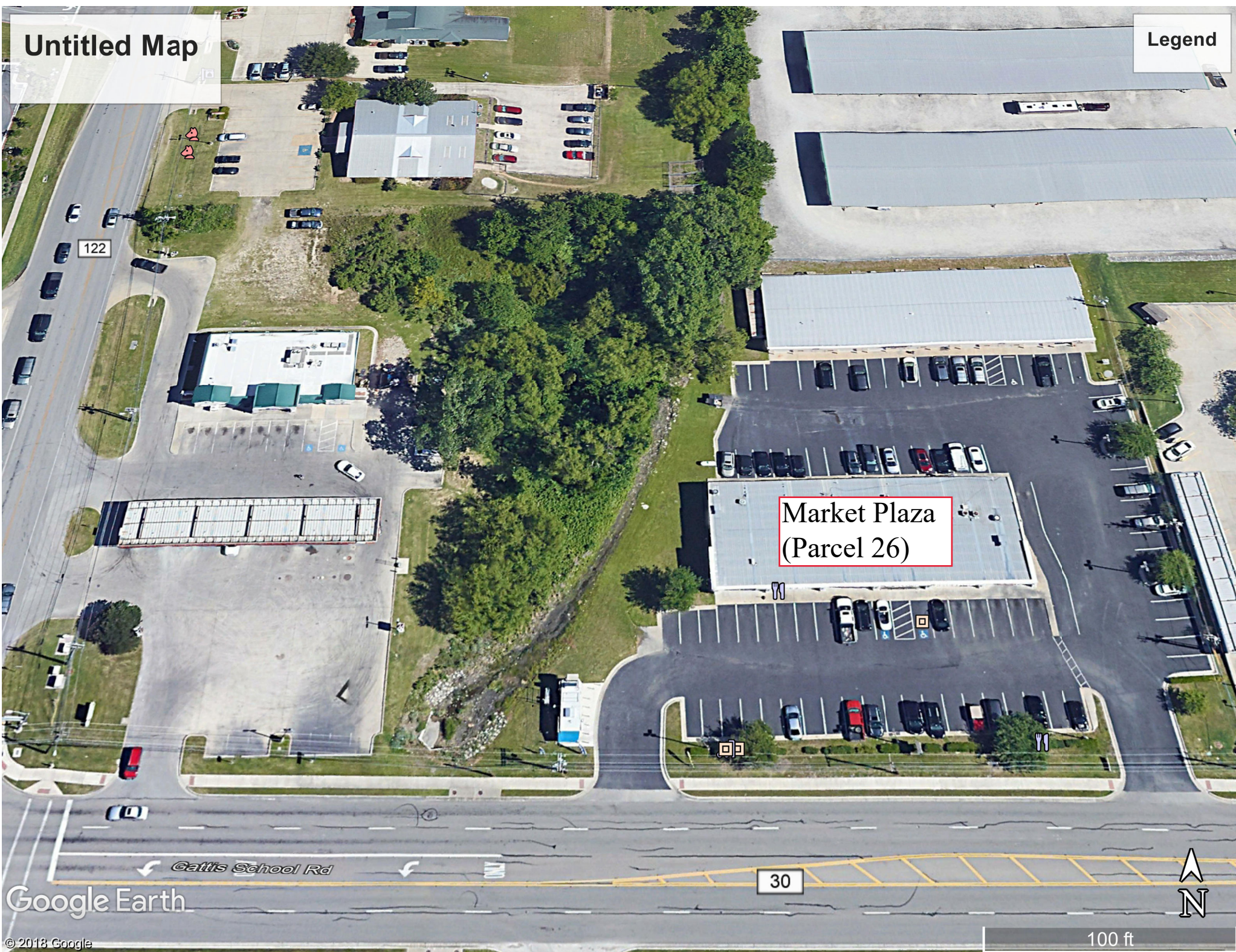
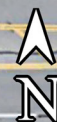
Google Earth

© 2018 Google

Catt's School Rd

30

100 ft



VALUATION OF THE FEE ACQUISITION

The intended use of the acquisition will be in conjunction with the widening and improvement of Gattis School Road. The acquisition will encompass approximately $\pm 2,784$ SF (± 0.064 acres) of land area comprising the south boundary of the whole property.

According to information provided by our client, the improvements to Gattis School Road will include the construction of a sidewalk as well as a 6 inch curb along the southern line of the subject. The most probable remainder plan will remove one parking space along the subject's south boundary fronting Gattis School Road to relocate a sign that was the acquisition area. Additional site improvements in the acquisition include concrete, light poles and landscaping. There is an ice vending machine located in the southwest corner of the property which is considered personal property and not appraised herein.



**AERIAL PHOTOGRAPH WITH PROPOSED ACQUISITION
(acquisition area in red)**

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 06/24/19
PAGE 3 OF 4

NUMBER	DIRECTION	DISTANCE
L1	N02° 15' 05" W	14.96'
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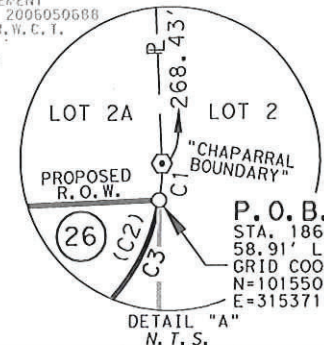
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BOUNDARY"P.O.R.
STA. 186+20.12
331.97' LTAUTREY RANCH
CAB. EE, SLIDE 88
P.R.W.C.T.MARKET PLAZA, LLC
DOC. NO. 2006050685
O.P.R.W.C.T.JOHN H. RANDALL SURVEY
ABSTRACT NO. 531LOT 1A
(2.090 AC.)40' WIDE DRAINAGE &
STORM SEWER EASEMENT
HIGHLAND ESTATES,
SECT. IIA
CABINET H,
SLIDES 32-33
& CABINET BB,
SLIDES 353-354
P.R.W.C.T.HIGHLAND ESTATES
SECTION IIA
AMENDED PLAT OF
LOTS 1 & 2
CAB. BB, SLIDE 353-354
P.R.W.C.T.LOT 2A
(1.629 AC.)LOT 2, BLOCK A
(0.803 AC.)P.O.B.
STA. 186+26.13
58.91' LT
GRID COORDINATES:
N=10155081.09
E=3153715.52(26)
0.064 AC.
2,784 SQ. FT.

SEE DETAIL "A"

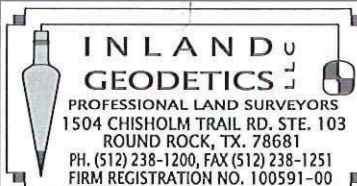
CHAPARRAL
BOUNDARY10' WIDE WASTEWATER
EASEMENT
DOC. NO. 2006050688
O.P.R.W.C.T.

OSTENSIBLE SURVEY LINE

PROPOSED GATTIS SCHOOL ROAD BASELINE

GATTIS SCHOOL ROAD
(R.O.W. WIDTH VARIES)

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0 30 60
1" = 60'

PARCEL PLAT SHOWING PROPERTY OF

MARKET PLAZA, LLC

PARCEL 26

SCALE
1" = 60'PROJECT
GATTIS SCHOOL ROADCOUNTY
WILLIAMSON

VALUATION OF THE REMAINDER AFTER THE ACQUISITION

The following exhibit illustrates the remainder plan proposed by Alterra Design Group.





City of Round Rock

Agenda Item Summary

Agenda Number: G.11

Title: Consider a resolution authorizing the Mayor to execute a Contract with Alpha Paving for the 2019 Street Maintenance Program (SMP) Project A.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director: Gary Hudder, Transportation Director

Cost: \$4,086,900.00

Indexes: General Self-Financed Construction

Attachments: Resolution, 2019 SMP Project A Bidtab, Letter of Recommendation, Form 1295, 2019 SMP-A combined maps

Department: Transportation Department

Text of Legislative File 2020-0038

A total of three (3) sealed bids were received and opened on January 7, 2020 for the above referenced project. The bids ranged from \$4,086,900.00 to \$4,700,000.00. Alpha Paving from Round Rock, Texas, submitted the lowest bid in the amount of \$4,086,900.00. The engineer's opinion of probable construction cost for this project was \$4,527,750.00. Alpha Paving has successfully completed similar projects within the City in the past and has proven they are capable of performing the work.

Alpha Paving: \$4,086,900.00

Austin Materials : \$4,576,230.00

Lone Star Paving: \$4,700,000.00

Cost: \$4,086,900.00

Source of Funds: General Self-Financed Construction

RESOLUTION NO. R-2020-0038

WHEREAS, the City of Round Rock has duly advertised for bids for the 2019 Street Maintenance Program (SMP) A Project; and

WHEREAS, Alpha Paving has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Alpha Paving, 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 Alpha Paving for the 2019 Street Maintenance Program (SMP) A Project.

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

RESOLVED this 13th day of February, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

BID TABULATION

THE CITY OF ROUND ROCK
Transportation Department

2008 Enterprise Dr.
 Round Rock, Texas. 78664

Projec 2019 SMP Project A - Residential Type - F overlay
 Project Duration: 120 Calendar Days

Bid Extended By: **Matt Bushak, PE**

Print Name Initials

Bid Opening Date: **1/7/2020**

Bid Opening Location: **3400 Sunrise Road**

Liquidated Damages: **\$ 1000 / Calendar Days**

No. of Responses: **3**

Project Manager: **JC Montelongo**

Project Consultant: **N/A**

Bidders Name				CORR		Alpha Paving		Austin Materials		Lone Star Paving	
Contractors Business Location				Engineer's OPC		Round Rock, TX		Austin, TX		Austin, TX	
Guarantee: Bid Bond, Cashier Check or Certified Check						Bid Bond		Bid Bond		Bid Bond	
Statement of Safety Experience, Yes or No						Yes		Yes		Yes	
Addendum(s) Acknowledged, Yes, No, or N/A						Yes		Yes		Yes	
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Type F HMA 1" Overlay including tack coat	21000	Ton	\$100.00	\$2,100,000.00	\$96.00	\$2,016,000.00	\$96.50	\$2,026,500.00	\$101.00	\$2,121,000.00
2	Pavement Repair	8500	Ton	\$115.00	\$977,500.00	\$88.00	\$748,000.00	\$113.60	\$965,600.00	\$125.00	\$1,062,500.00
3	Edge Milling (6' wide)	140000	SY	\$2.00	\$280,000.00	\$1.30	\$182,000.00	\$1.65	\$231,000.00	\$1.70	\$238,000.00
4	Surface Milling	4000	SY	\$2.50	\$10,000.00	\$2.30	\$9,200.00	\$2.15	\$8,600.00	\$5.00	\$20,000.00
5	Valve Can Adjustment	20	EA	\$100.00	\$2,000.00	\$60.00	\$1,200.00	\$126.00	\$2,520.00	\$103.00	\$2,060.00
6	Manhole Adjustment	600	EA	\$300.00	\$180,000.00	\$180.00	\$108,000.00	\$233.00	\$139,800.00	\$283.25	\$169,950.00
7	Remove and Replace Concrete Curb and Gutter(incl 4" TY A or TY B HMA)	7000	LF	\$60.00	\$420,000.00	\$58.00	\$406,000.00	\$55.00	\$385,000.00	\$57.75	\$404,250.00
8	Remove and Replace Reinforced Concrete Driveway	8500	SF	\$15.00	\$127,500.00	\$16.00	\$136,000.00	\$15.00	\$127,500.00	\$16.50	\$140,250.00
9	Remove and Replace Reinforced Concrete Sidewalk	33000	SF	\$10.00	\$330,000.00	\$12.00	\$396,000.00	\$11.50	\$379,500.00	\$12.50	\$412,500.00
10	Reinforced Concrete Sidewalk Ramp	35	EA	\$2,000.00	\$70,000.00	\$1,800.00	\$63,000.00	\$1,750.00	\$61,250.00	\$2,060.00	\$72,100.00
11	Remove and Replace Reinforced Concrete Valley Gutter	5	SF	\$150.00	\$750.00	\$700.00	\$3,500.00	\$500.00	\$2,500.00	\$1,236.00	\$6,180.00
12	Traffic Control	4	MO	\$7,500.00	\$30,000.00	\$4,500.00	\$18,000.00	\$61,615.00	\$246,460.00	12,802.50	\$51,210.00
TOTAL:					\$4,527,750.00		\$4,086,900.00		\$4,576,230.00		\$4,700,000.00

SHEET: 1 of 1





Mayor
Craig Morgan

Mayor Pro-Tem
Writ Baese

Councilmembers
Tammy Young
Rene Flores
Matthew Baker
Will Peckham
Hilda Montgomery

City Manager
Laurie Hadley

City Attorney
Stephan L. Sheets

January 13, 2020

**Re: 2019 SMP A
Engineer's Recommendation of Award of Contract**

Dear Mr. Hudder:

A total of three (3) sealed bids were received and opened on January 7, 2020 for the above referenced project. The bids ranged from \$4,086,900.00 to \$4,700,000.00. Alpha Paving from Round Rock, Texas, submitted the lowest bid in the amount of \$4,086,900.00. The engineer's opinion of probable construction cost for this project was \$4,527,750.00. Alpha Paving has successfully completed similar projects within the City in the past and has proven they are capable of performing the work.

After reviewing the contractor's experience and bid price, I recommend award of this project to Alpha Paving in the amount of \$4,086,900.00.

Sincerely,

Matt Bushak, P.E.
Senior Transportation Engineer

Attachments: Certified Bid Tabs

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.

Alpha Paving Industries LLC
Round Rock, TX United States

Certificate Number:
2020-578894

Date Filed:
01/20/2020

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.

n/a

2019 Street Maintenance Program (smp) Project A Residential Type-F Overlay

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Alpha Paving Industries LLC	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Andrew Klein, and my date of birth is [REDACTED].

My address is PO Box 6565, Round Rock, Tx, 78683, Williamson
(street) (city) (state) (zip code) (country)

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

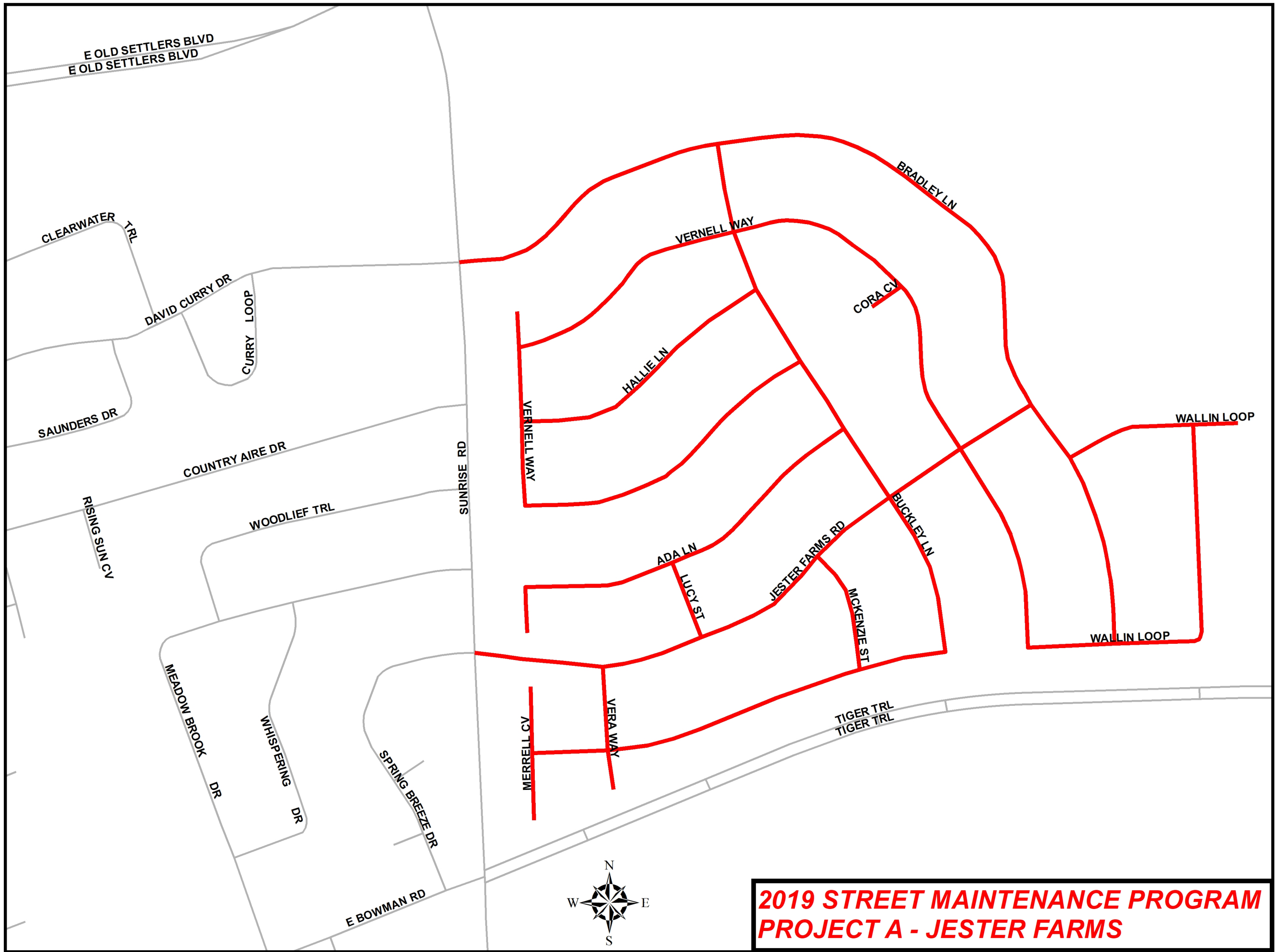
Executed in Williamson County, State of Texas, on the 21 day of JANUARY, 20 20.
(month) (year)



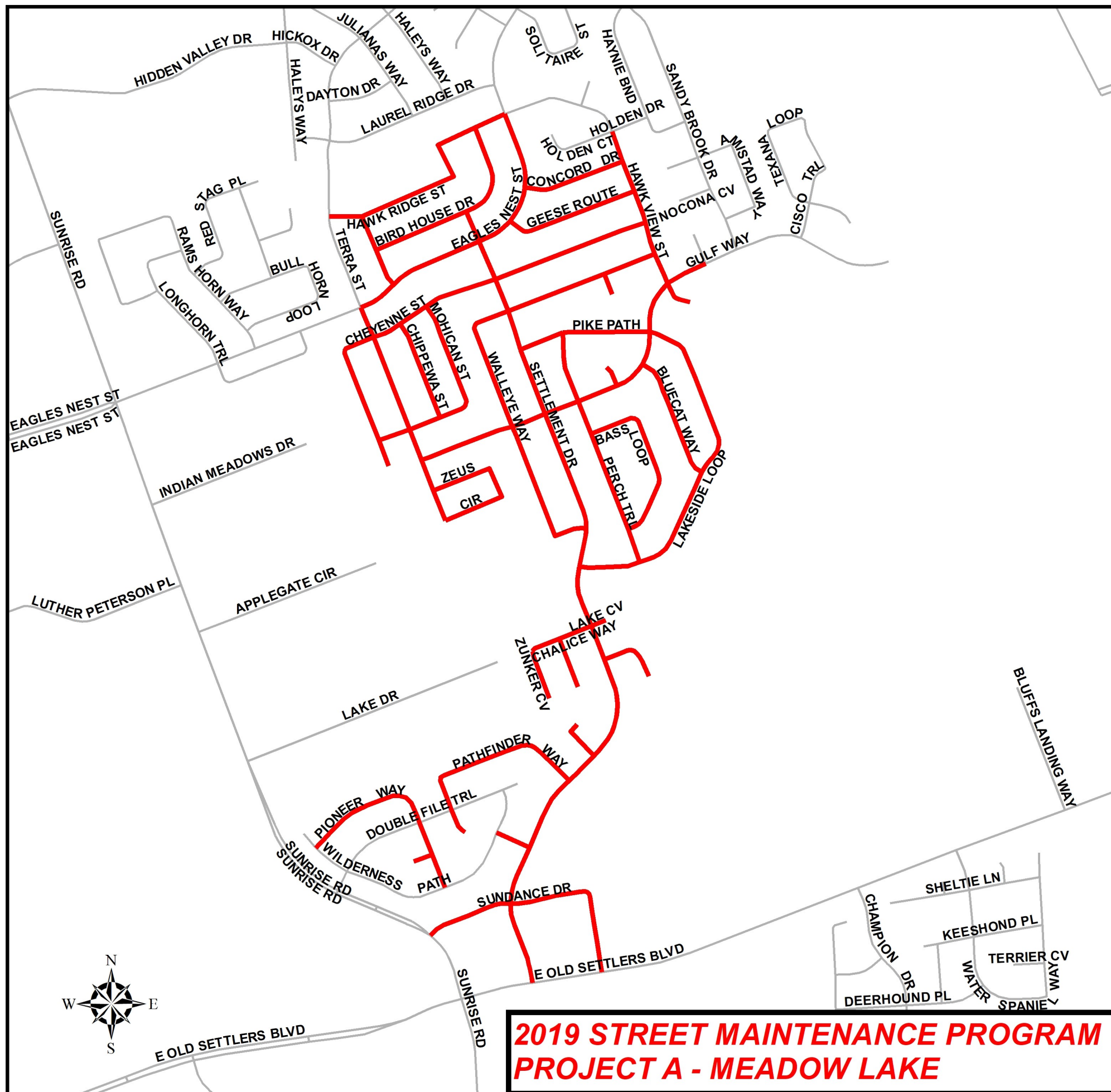
Signature of authorized agent of contracting business entity
(Declarant)

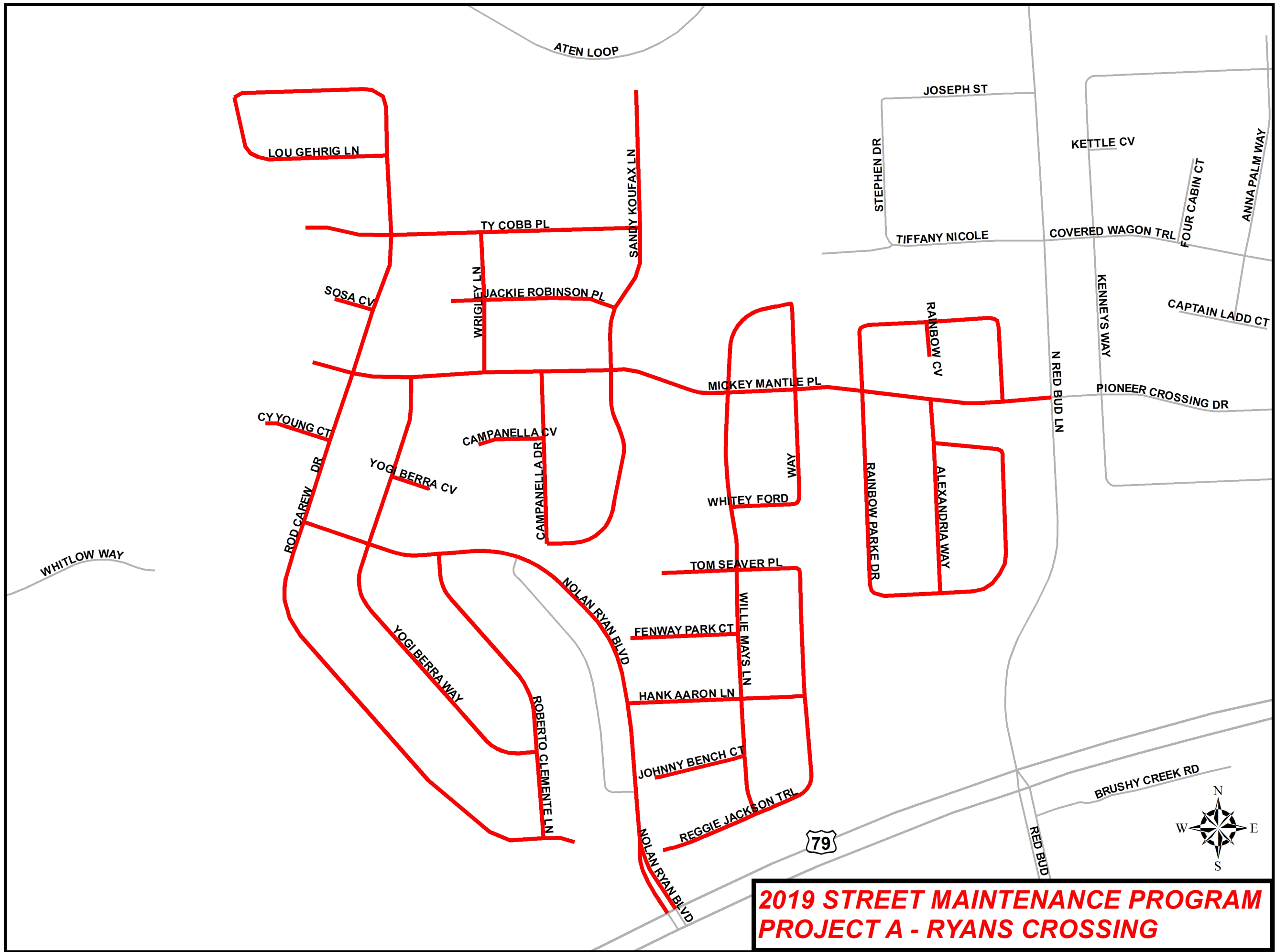


**2019 STREET MAINTENANCE PROGRAM
PROJECT A - APOLLO CIRCLE**



**2019 STREET MAINTENANCE PROGRAM
PROJECT A - JESTER FARMS**







City of Round Rock

Agenda Item Summary

Agenda Number: G.12

Title: Consider a resolution authorizing the Mayor to execute a Contract with Texas Materials for the 2019 Street Maintenance Program (SMP) Arterials - University Blvd, Old Settlers Blvd, Sunrise Rd, and Red Bud Ln. Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director: Gary Hudder, Transportation Director

Cost: \$3,757,000.37

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

Attachments: Resolution, Bidtab, Letter of Recommendation, Form 1295, 2019 SMP Arterial map

Department: Transportation Department

Text of Legislative File 2020-0039

A total of four (4) sealed bids were received and opened on January 7, 2020 for the above referenced project. The bids ranged from \$3,757,000.37 to \$4,611,638.60. Texas Materials from Cedar Park, Texas, submitted the lowest bid in the amount of \$3,757,000.37. The engineer's opinion of probable construction cost for this project was \$4,013,603.50. Texas Materials successfully completed a similar project for the City within the last two years and has proven they are capable of performing the work.

Texas Materials: \$3,757,000.37
Lone Star Paving: \$3,823,536.85
Austin Materials: \$4,028,341.74
Alpha Paving: \$4,611,638.60

Cost: \$3,757,000.37

Source of Funds: *RR Transportation and Economic Development Corporation (Type B)*

RESOLUTION NO. R-2020-0039

WHEREAS, the City of Round Rock has duly advertised for bids for the 2019 SMP Arterials – University Boulevard, Old Settlers Boulevard, Sunrise Road, and Red Bud Lane Project; and

WHEREAS, Texas Materials has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Texas Materials, 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 Texas Materials for the 2019 SMP Arterials – University Boulevard, Old Settlers Boulevard, Sunrise Road, and Red Bud Lane Project.

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

RESOLVED this 13th day of February, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

BID TABULATION

THE CITY OF ROUND ROCK Transportation Department 3400 Sunrise Road Round Rock, Texas. 78665				Bid Extended By: Matt Bushak, PE Print Name: _____ Initials: _____ Bid Opening Date: 1/7/2020 Bid Opening Location: 3400 Sunrise Road Liquidated Damages: \$ 500 / Calendar Days No. of Responses: 4 Project Manager: JC Montelongo Project Consultant: N/A					
PROJECT NAME: 2019 SMP Arterials - University Blvd, Old Settlers Blvd Sunrise Rd, Red Bud Lane PROJECT DURATION: 150 Calendar Days									
BIDDER'S NAME:				Lone Star Paving		Austin Materials		Alpha Paving	
CONTRACTOR'S BUSINESS LOCATION:				Austin, TX		Austin, TX		Austin, TX	
GUARANTEE: BB-Bid Bond CC-Cashier Check CTC Certified Check				Bid Bond		Bid Bond		Bid Bond	
STATEMENT OF SAFETY EXPERIENCE: Y=yes N-No				Yes		Yes		Yes	
ADDENDUM(S) ACKNOWLEDGED? Y=yes N-No				Yes		Yes		Yes	
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT Price	COST	UNIT PRICE	COST
1	Pavement Repair (12" depth)	3977	Ton	\$114.00	\$453,378.00	\$131.25	\$521,981.25	\$138.00	\$548,826.00
2	Remove and Replace Curb and Gutter	2590	LF	\$59.00	\$152,810.00	\$55.00	\$142,450.00	\$65.00	\$168,350.00
3	Remove and Replace Reinforced Concrete Sidewalk	5150	SF	\$15.25	\$78,537.50	\$11.50	\$59,225.00	\$15.00	\$77,250.00
4	Remove and Replace Reinforced Concrete Driveway	880	SF	\$25.50	\$22,440.00	\$15.00	\$13,200.00	\$17.00	\$14,960.00
5	Reinforced Concrete Sidewalk Ramp	1	EA	\$2,537.50	\$2,537.50	\$1,750.00	\$1,750.00	\$2,000.00	\$2,000.00
6	Surface Milling (2" depth)	100730	SY	\$2.30	\$231,679.00	\$2.79	\$281,036.70	\$2.25	\$226,642.50
7	Edge Milling (0"-2")	1308	SY	\$16.35	\$21,385.80	\$4.66	\$6,095.28	\$1.75	\$2,289.00
8	Surface Milling (3" depth)	63527	SY	\$2.30	\$146,112.10	\$3.03	\$192,486.81	\$3.30	\$209,639.10
9	Type D HMA Surface Course	29118	Ton	\$86.40	\$2,515,795.20	\$81.80	\$2,381,852.40	\$104.00	\$3,028,272.00
10	Valve Can Adjustment	39	EA	\$101.50	\$3,958.50	\$85.00	\$3,315.00	\$75.00	\$2,925.00
11	Manhole Adjustment	49	EA	\$280.00	\$13,720.00	\$176.00	\$8,624.00	\$250.00	\$12,250.00
12	Refl Pav Mrk Ty I (W) 4" (SLD)(100MIL)	28328	LF	\$0.50	\$14,164.00	\$0.36	\$10,198.08	\$1.00	\$28,328.00
13	Refl Pav Mrk TY I (W) 4" (BRK)(100MIL)	12527	LF	\$0.50	\$6,263.50	\$0.36	\$4,509.72	\$1.00	\$12,527.00
14	Refl Pave Mrkr TY I-C	1085	EA	\$4.50	\$4,882.50	\$4.26	\$4,622.10	\$5.00	\$5,425.00
15	Refl Pav Mrk TY I (Y) 4" (SLD)(100MIL)	67341	LF	\$0.50	\$33,670.50	\$0.36	\$24,242.76	\$1.00	\$67,341.00
16	Refl Pav Mrk TY I (Y) 4" (BRK)(100MIL)	10783	LF	\$0.50	\$5,391.50	\$0.36	\$3,881.88	\$1.00	\$10,783.00
17	Refl Pav Mrkr TY II-A-A	1852	EA	\$4.50	\$8,334.00	\$4.26	\$7,889.52	\$5.00	\$9,260.00
18	Refl Pav Mrk TY I (W) 8" (SLD)(100MIL)	8936	LF	\$0.75	\$6,702.00	\$0.72	\$6,433.92	\$2.00	\$17,872.00
19	Refl Pav Mrk TY I (W) 8" (BRK)(100MIL)	80	LF	\$3.75	\$300.00	\$0.72	\$57.60	\$5.00	\$400.00
20	Refl Pav Mrk TY I (W) 12" (SLD)(100MIL)	3368	LF	\$3.75	\$12,630.00	\$2.12	\$7,140.16	\$5.00	\$16,840.00
21	Refl Pav Mrk TY I (Y) 12" (SLD)(100MIL)	1183	LF	\$4.00	\$4,732.00	\$2.12	\$2,507.96	\$5.00	\$5,915.00
22	Refl Pav Mrk TY I (W) 24" (SLD)(100MIL)	992	LF	\$10.00	\$9,920.00	\$4.80	\$4,761.60	\$7.00	\$6,944.00
23	Refl Pav Mrk TY I (W)(Arrow)(100MIL)	174	EA	\$135.00	\$23,490.00	\$85.00	\$14,790.00	\$100.00	\$17,400.00
24	Refl Pav Mrk YT I (W)(WORD "ONLY")(100MIL)	42	EA	\$161.00	\$6,762.00	\$125.00	\$5,250.00	\$100.00	\$4,200.00
25	Refl Pav Mrk TY I (W)(Crossbuck)(100MIL)	5	EA	\$343.25	\$1,716.25	\$311.00	\$1,555.00	\$300.00	\$1,500.00
26	Refl Pav Mrk TY I (W)(WORD "RR")(100MIL)	5	EA	\$325.00	\$1,625.00	\$157.00	\$785.00	\$300.00	\$1,500.00
27	Traffic Control	4	MO	\$10,150.00	\$40,600.00	\$79,425.00	\$317,700.00	\$28,000.00	\$112,000.00
TOTAL:					\$3,823,536.85		\$4,028,341.74		\$4,611,638.60

SHEET: 1 of 2



BID TABULATION

THE CITY OF ROUND ROCK Transportation Department 3400 Sunrise Road Round Rock, Texas. 78665				Bid Extended By: Matt Bushak, PE Print Name Initials Bid Opening Date: 1/7/2020 Bid Opening Location: 3400 Sunrise Road Liquidated Damages: \$ 500 / Calendar Days No. of Responses: 4 Project Manager: JC Montelongo Project Consultant: N/A					
PROJECT NAME: 2019 SMP Arterials - University Blvd, Old Settlers Blvd Sunrise Rd, Red Bud Lane PROJECT DURATION: 150 Calendar Days									
BIDDER'S NAME:				Texas Materials				City of RoundRock	
CONTRACTOR'S BUSINESS LOCATION:				Cedar Park, TX				Engineer's Opinion of Probable Cost	
GUARANTEE: BB-Bid Bond CC-Cashier Check CTC Certified Check				Bid Bond					
STATEMENT OF SAFETY EXPERIENCE: Y=yes N-No				Yes					
ADDENDUM(S) ACKNOWLEDGED? Y=yes N-No				Yes					
ITEM #	ITEM DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Pavement Repair (12" depth)	3977	Ton	\$101.00	\$401,677.00		\$0.00	\$115.00	\$457,355.00
2	Remove and Replace Curb and Gutter	2590	LF	\$55.00	\$142,450.00		\$0.00	\$60.00	\$155,400.00
3	Remove and Replace Reinforced Concrete Sidewalk	5150	SF	\$11.50	\$59,225.00		\$0.00	\$10.00	\$51,500.00
4	Remove and Replace Reinforced Concrete Driveway	880	SF	\$15.00	\$13,200.00		\$0.00	\$15.00	\$13,200.00
5	Reinforced Concrete Sidewalk Ramp	1	EA	\$1,750.00	\$1,750.00		\$0.00	\$2,000.00	\$2,000.00
6	Surface Milling (2" depth)	100730	SY	\$2.50	\$251,825.00		\$0.00	\$2.00	\$201,460.00
7	Edge Milling (0"-2")	1308	SY	\$4.00	\$5,232.00		\$0.00	\$2.00	\$2,616.00
8	Surface Milling (3" depth)	63527	SY	\$2.75	\$174,699.25		\$0.00	\$2.50	\$158,817.50
9	Type D HMA Surface Course	29118	Ton	\$78.00	\$2,271,204.00		\$0.00	\$100.00	\$2,911,800.00
10	Valve Can Adjustment	39	EA	\$52.00	\$2,028.00		\$0.00	\$100.00	\$3,900.00
11	Manhole Adjustment	49	EA	\$180.00	\$8,820.00		\$0.00	\$300.00	\$14,700.00
12	Refl Pav Mrk Ty I (W) 4" (SLD)(100MIL)	28328	LF	\$0.33	\$9,348.24		\$0.00	\$1.00	\$28,328.00
13	Refl Pav Mrk TY I (W) 4" (BRK)(100MIL)	12527	LF	\$0.33	\$4,133.91		\$0.00	1	\$12,527.00
14	Refl Pave Mrkr TY I-C	1085	EA	\$4.35	\$4,719.75		\$0.00	3	\$3,255.00
15	Refl Pav Mrk TY I (Y) 4" (SLD)(100MIL)	67341	LF	\$0.33	\$22,222.53		\$0.00	1	\$67,341.00
16	Refl Pav Mrk TY I (Y) 4" (BRK)(100MIL)	10783	LF	\$0.33	\$3,558.39		\$0.00	1	\$10,783.00
17	Refl Pav Mrkr TY II-A-A	1852	EA	\$4.35	\$8,056.20		\$0.00	3	\$5,556.00
18	Refl Pav Mrk TY I (W) 8" (SLD)(100MIL)	8936	LF	\$0.75	\$6,702.00		\$0.00	1	\$8,936.00
19	Refl Pav Mrk TY I (W) 8" (BRK)(100MIL)	80	LF	\$3.50	\$280.00		\$0.00	2	\$160.00
20	Refl Pav Mrk TY I (W) 12" (SLD)(100MIL)	3368	LF	\$3.50	\$11,788.00		\$0.00	3	\$10,104.00
21	Refl Pav Mrk TY I (Y) 12" (SLD)(100MIL)	1183	LF	\$3.70	\$4,377.10		\$0.00	3	\$3,549.00
22	Refl Pav Mrk TY I (W) 24" (SLD)(100MIL)	992	LF	\$9.50	\$9,424.00		\$0.00	6	\$5,952.00
23	Refl Pav Mrk TY I (W)(Arrow)(100MIL)	174	EA	\$130.00	\$22,620.00		\$0.00	100	\$17,400.00
24	Refl Pav Mrk YT I (W)(WORD "ONLY")(100MIL)	42	EA	\$155.00	\$6,510.00		\$0.00	100	\$4,200.00
25	Refl Pav Mrk TY I (W)(Crossbuck)(100MIL)	5	EA	\$330.00	\$1,650.00		\$0.00	100	\$500.00
26	Refl Pav Mrk TY I (W)(WORD "RR")(100MIL)	5	EA	\$300.00	\$1,500.00		\$0.00	100	\$500.00
27	Traffic Control	4	MO	\$77,000.00	\$308,000.00		\$0.00	7500	\$30,000.00
TOTAL:					\$3,757,000.37		\$0.00		\$4,013,603.50

SHEET: 2 of 2





Mayor
Craig Morgan

Mayor Pro-Tem
Writ Baese

Councilmembers
Tammy Young
Rene Flores
Matthew Baker
Will Peckham
Hilda Montgomery

City Manager
Laurie Hadley

City Attorney
Stephan L. Sheets

January 13, 2020

**Re: 2019 SMP Arterials - University Blvd, Old Settlers Blvd, Sunrise Rd, Redbud Lane
Engineer's Recommendation of Award of Contract**

Dear Mr. Hudder:

A total of four (4) sealed bids were received and opened on January 7, 2020 for the above referenced project. The bids ranged from \$3,757,000.37 to \$4,611,638.60. Texas Materials from Cedar Park, Texas, submitted the lowest bid in the amount of \$3,757,000.37. The engineer's opinion of probable construction cost for this project was \$4,013,603.50. Texas Materials successfully completed a similar project for the City within the last two years and has proven they are capable of performing the work.

After reviewing the contractor's experience and bid price, I recommend award of this project to Texas Materials in the amount of \$3,757,000.37.

Sincerely,

Matt Bushak, P.E.
Senior Transportation Engineer

Attachments: Certified Bid Tabs

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.

Texas Materials Group, Inc.
Cedar Park, TX United States

Certificate Number:
2020-578464

Date Filed:
01/17/2020

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.

00000
2019 SMP Arterials Project - 2019 Street Maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	CRH	Atlanta, GA United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is David Reese, and my date of birth is [REDACTED].

My address is 1320 Arrow Point Dr. #600, Cedar Park, TX, 78613, USA.
(street) (city) (state) (zip code) (country)

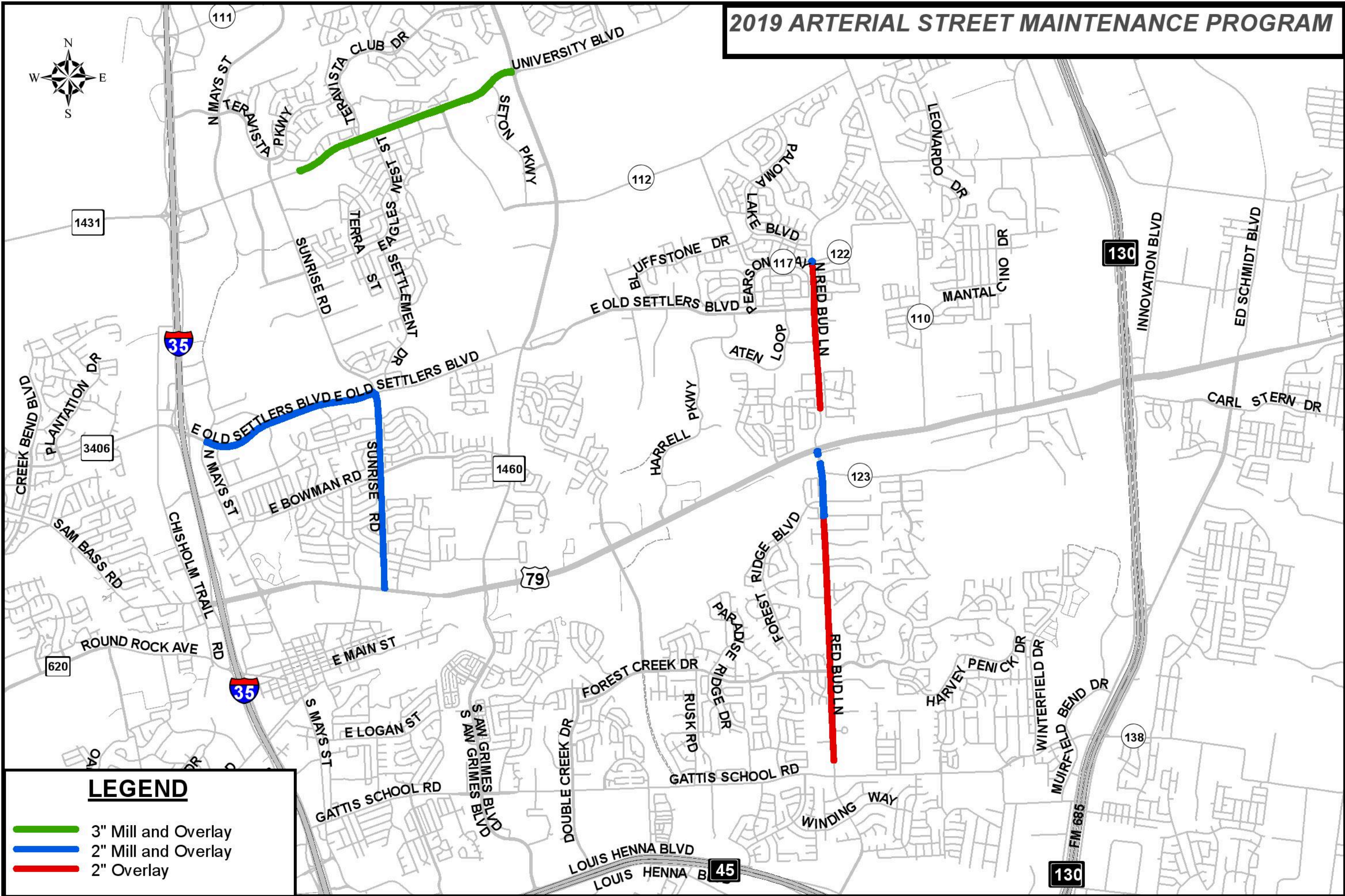
I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 17th day of January, 20 20.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

2019 ARTERIAL STREET MAINTENANCE PROGRAM





City of Round Rock

Agenda Item Summary

Agenda Number: G.13

Title: Consider a resolution authorizing the Mayor to execute a Contract for Engineering Services with Aguirre & Fields, LP for the Old Settlers Extension Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director: Gary Hudder, Transportation Director

Cost: \$532,331.53

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

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2020-0040

This contract is to provide engineering services required for the preparation of 30 % plans, specifications and estimates (PS&E) and related supporting documents for the construction of an extension segment of Old Settlers Blvd in Round Rock, TX. The project limits will begin at N Red Bud Ln and end at CR 110 with transitions as necessary beyond those intersections to accommodate the traffic control plan or other miscellaneous work. These services include preparing roadway design, hydrologic and hydraulic design, structural design, illumination, environmental documentation, public involvement, geotechnical investigation and survey necessary to support the design process. These services also include providing support for the project bidding and a modest amount of construction services if necessary during the construction process.

This segment of Old Settlers Blvd is a missing link in the existing roadway system and will provide an important connection for one of our east/west routes in Round Rock. This connection is identified in the City's 2017 Transportation Master Plan and is proposed to be constructed in accordance with that document. The proposed roadway will be a four lane urban roadway pavement section that will increase mobility, as well as, improve the driving experience for many who will utilize this area.

The contract cost is \$532,331.53 and the proposed contract time will expire on July 5, 2021.

Cost: \$532,331.53

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

RESOLUTION NO. R-2020-0040

WHEREAS, the City of Round Rock desires to retain engineering services for the Old Settlers Extension Project, and

WHEREAS, Aguirre & Fields, LP has submitted a Contract for Engineering Services to provide said services, and

WHEREAS, the City Council desires to enter into said contract with Aguirre & Fields, LP,
Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Contract for Engineering Services with Aguirre & Fields, LP for the Old Settlers Extension 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 13th day of February, 2020.

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: AGUIRRE & FIELDS, LP ("Engineer")
ADDRESS: 7215 New Territory Boulevard, Suite 100, Sugar Land, TX 77479
PROJECT: Old Settlers Extension

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into on this the ____ day of _____, 2020 by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

CONTRACT DOCUMENTS

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

ARTICLE 1 **CITY SERVICES**

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

ARTICLE 2 **ENGINEERING SERVICES**

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

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

ARTICLE 3 **CONTRACT TERM**

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

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

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

ARTICLE 4 **COMPENSATION**

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

The amount payable under this Contract, without modification of the Contract as provided herein, is the sum of Five Hundred Thirty-Two Thousand Three Hundred Thirty-One and 53/100 Dollars (\$532,331.53) as shown in Exhibit D. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Engineering Services as authorized by City.

Engineer shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

The fee herein referenced may be adjusted for additional Engineering Services requested and performed only if approved by written Supplemental Contract.

ARTICLE 5 **METHOD OF PAYMENT**

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

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

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

ARTICLE 6
PROMPT PAYMENT POLICY

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

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

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

ARTICLE 7
NOTICE TO PROCEED

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

ARTICLE 8
PROJECT TEAM

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

J.C. Montelongo II
Project Manager
3400 Sunrise Road
Round Rock, TX 78665
Telephone Number (512) 218-7026
Fax Number (512) 534-1038
Email Address jmontelongo@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:

Victoria Valdez
Project Engineer
7215 New Territory Boulevard, Suite 100
Sugar Land, TX 77479
Telephone Number (512) 609-1503
Fax Number N/A
Email Address victoria.valdez@aguirre-fields.com

ARTICLE 9

PROGRESS EVALUATION

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

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

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

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

ARTICLE 10

SUSPENSION

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

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

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

ARTICLE 11

ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 12

CHANGES IN ENGINEERING SERVICES

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

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

ARTICLE 13

SUPPLEMENTAL CONTRACTS

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

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

ARTICLE 14

USE OF DOCUMENTS

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

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:

Victoria Valdez
Project Engineer
7215 New Territory Boulevard, Suite 100
Sugar Land, TX 77479

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.

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

AGUIRRE & FIELDS, LP
AGUIRRE, LLC - GENERAL PARTNER

By: _____
Signature of Principal
Printed Name: Oscar R. Aguirre, P.E. 01/22/2020
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 provide the following items/information for the Engineer under this agreement:

1) ROUTE & DESIGN STUDIES (FC 110)

- i) Provide preferred design concept to be used in detailed design.
- ii) Provide available as-built plans for utilities and public facilities within and adjacent to the project limits.

2) RIGHT OF WAY DATA (FC 130)

- i) Provide dedicated Rights-of-Way (ROW) parcel sketches, plats and field notes.
- ii) Assist with Rights-of-Entry (ROE) for all adjacent properties if initial request is denied.
- iii) Conduct all ROW appraisals and acquisitions. Anticipate 5 to 6 parcels.
- iv) Coordination for any temporary construction easements.
- v) Coordination for any drainage easements.
- vi) Assist with utility adjustments and proposed relocation plans.

3) ROADWAY DESIGN CONTROLS (FC 160)

- i) Provide a schematic checklist for use by the Engineer.
- ii) Provide review/approval of pavement design.
- iii) Provide approval of geometric layout prior to the commencement of design.
- iv) Provide example Estimates and hard copy documentation for the Engineer's use in preparing the Estimate, General Notes and Specifications.
- v) Provide direction for the creation of Design Cross Sections.

4) PROJECT MANAGEMENT & ADMINISTRATION (FC 164)

- i) Provide timeline/schedule confirmation for milestone submittals.
- ii) Provide the Engineer with timely reviews and decisions to enable the Engineer to maintain the project schedule.
- iii) Provide agreements with property owners for all necessary off-site improvements. Consultant to develop utility agreements with utility providers and City oversight.
- iv) Meet with the Engineer on an as-needed basis.
- v) Provide payment of all associated application and review fees required for jurisdictional approval of the project.
- vi) Provide authorized City staff signature for any required TCEQ application and/or other jurisdictional application submittal required in support of the project. (if available).

EXHIBIT B

Engineering Services

This contract consists of providing preliminary engineering services required for the development of a 30% design schematic. The project limits will begin approximately 650 feet west of Red Bud Ln and end at CR 110, with transitions as necessary beyond those intersections to accommodate the traffic control plan or other miscellaneous work. The Old Settlers Extension will consist of an average 100-foot right-of-way, 70 feet of pavement, a bridge structure, retaining walls, curb and gutter, a sidewalk on both sides of the road, and illumination. These services include preparing roadway design alternatives, hydrologic and hydraulic analysis, structural design, traffic engineering and operations including traffic simulations, environmental documentation, public involvement, geotechnical investigation and survey necessary to support the design process. These services will include utility identification, the development of a Level C/D Subsurface Utility Engineering (SUE) memo and attendance at the City's monthly utility coordination meeting as necessary.

ROUTE & DESIGN STUDIES (FC 110)

1. ROADWAY DATA COLLECTION & FIELD RECONNAISSANCE

- i. The Engineer shall collect, review and evaluate the data described below. The City will be notified in writing whenever the Engineer finds disagreement with the information or documents.
 - a. All data/findings will be compiled into a project notebook for recordkeeping during file setup.
 - b. Data from the City, including "as-built plans", right-of-way maps, and existing easements.
 - c. The Engineer shall conduct two (2) field reconnaissance visits.
 - d. The Engineer will prepare reconnaissance layout and notes for field visits.
 - e. The Engineer shall compile and review photographic record for field visits.

2. DEVELOP ROADWAY DESIGN CRITERIA & PREPARE DSR

- i. The Engineer shall develop roadway design criteria based on draft City of Round Rock and current TxDOT design guidelines.
- ii. The Engineer shall prepare a design summary report for review by the City.
- iii. The Engineer shall coordinate with the City for design criteria concurrence before moving forward with the preliminary analysis.

3. FLOODPLAIN EVALUATION

- i. The Engineer will collect and review readily available flood plain information and studies from the Federal Emergency Management Agency (FEMA), the U. S. Army Corps of Engineers (USACE), the State and other governmental agencies in addition to that provided by the City of Round Rock. Atlas 14 data will be the standard. This data will be compared to current USGS rainfall analysis and utilized per coordination with the City.

4. SCHEMATIC DESIGN

- i. Water Utility Sleeve Design - Provide preliminary horizontal design of steel water utility sleeve casings for future extensions to serve outparcels directly adjacent to proposed roadway. It is assumed that utility design will be handled at a later phase through supplemental agreement. This task excludes the design of sleeves for wastewater and the design of the actual carrier pipe system.
 - a. Sizing of water utility casings based on assumed carrier pipe sizing for cost estimation in accordance with Utility Criteria Manual and TCEQ requirements as necessary.
 - b. Horizontal alignment of casings.
- ii. QA/QC Final Deliverables – The Engineer shall perform a QA/QC for Schematic Design deliverables.

5. GEOTECHNICAL INVESTIGATION & FIELD WORK

- i. The Engineer shall determine boring locations for bridge and retaining wall structures.
- ii. The Engineer shall obtain and review existing and available geotechnical and geologic information, perform field reconnaissance of project limits and attend coordination meeting.
- iii. The Engineer shall perform borings and obtain soils samples. Borings are estimated to consist of the following:
 - a. 9 pavement borings to a depth of 10 feet within the at-grade or fill areas at 500-foot maximum intervals.
 - b. 2 bridge borings to a depth of 70 feet within the at-grade or fill areas at 300-foot maximum intervals.
 - c. Borings shall occur within the limits of the existing, and future, roadway as well as between the existing roadway edge and the ROW line, dependent upon utilities and access.
- iv. The Engineer shall perform laboratory testing to classify soil strata, evaluate plasticity and shrink/swell potential and evaluate the compressive strength. Tests shall include moisture contents, Atterberg Limits, unconfined compressive strengths, sieve analyses, California Bearing Ratio (CBR) and sulfate content tests. The Engineer shall provide an estimation of Potential Vertical Rise (PVR) and options to mitigate.
- v. The Engineer shall prepare a signed, sealed, and dated Geotechnical Report to include the summary of field investigations, laboratory testing results and recommended pavement design and bridge design recommendations.
- vi. The Engineer shall develop a recommended pavement design following City of Round Rock draft DACS standards and design criteria. This will include flexible and rigid options to evaluate cost benefits of alternatives.

6. TRAFFIC DATA COLLECTION & FIELD RECONNAISSANCE

- i. Traffic Data Collection – the Engineer shall:
 - a. Obtain Weekday (7 am – 9 am) and (4 pm – 6 pm) – Peak Hour Turning Movement Counts at the following intersections:
 - i. CR 110 at Porano Circle
 - ii. Old Settlers Blvd. at Red Bud Ln
 - iii. Porano Circle at Porano Circle (internal site road in the Subdivision)

- b. Obtain 12-hour tube counts on one Weekday on CR 110 just south of Porano Circle.
- c. Obtain historical traffic counts available with the City, if available
- d. Obtain Traffic Impact Analysis (TIAs) for Siena MUD Subdivision and other new approved developments in the area.
- e. Obtain transportation plan information for area roadways.
- f. Obtain daily traffic volume projections on the proposed Old Settlers Blvd. Extension from City's travel demand model.
- g. Conduct field reconnaissance of the area to observe existing traffic pattern at the Siena Subdivision.

7. TRAFFIC ENGINEERING & OPERATIONS

- i. Traffic Engineering and Operations – The Engineer shall:
 - a. Determine historical growth rate for traffic volumes along CR 110.
 - b. Estimate peak-hour traffic volumes along proposed Old Settlers Blvd. Extension for 'Build' year. Apply growth rate to the 'Build' year volumes to obtain 20-year and 30-year projections.
 - c. Project turning movement volumes at the future intersection of Old Settlers Blvd. Extension and CR 110.
 - d. Redistribute traffic volumes for up to three (3) different scenarios and determine appropriate traffic control at the future intersection of Old Settlers Blvd. Extension and Porano Circle.
 - e. Develop a Synchro model to determine AM and PM peak-hour operations at up to three (3) intersections for each of the three (3) scenarios.
 - f. Conduct signal warrant analysis at the future intersection of CR 110 and proposed Old Settlers Blvd Extension following methodology found in Chapter 4 of the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Warrant 3 (Peak-Hour Volume) will be analyzed using projected turning movement counts. TMUTCD Warrant 2 (Four-Hour Volume) and Warrant 8 (Daily Volume) will be analyzed using 12-hour roadway segment counts collected in Task II and traffic volume projections.
 - g. The Engineer will summarize findings of the traffic study in a technical memorandum.
 - h. Deliverables –
 - i. Volume projections along Old Settlers Blvd Extension.
 - ii. Intersection operation results (3 locations)
 - iii. Signal warrant study
 - iv. Technical memorandum

SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES (FC 120)

1. ENVIRONMENTAL

- i. Cultural Resources Investigation - As Project construction will occur on land owned or managed by The City of Round Rock (a subdivision of the State of Texas), it is subject to the Antiquities Code of Texas (ACT) and the accompanying Rules of Practice and

Procedure, which protects archaeological sites and historic buildings on public land. This scope of work is designed to meet all requirements of the ACT and Section 106 of the National Historic Preservation Act, and includes a background review, the preparation of a Texas Antiquities Permit application for submittal to the Texas Historical Commission (THC), an intensive pedestrian cultural resources survey with subsurface investigations, and a report of results for review by the THC.

- a. Background Review – The Engineer will conduct a thorough background archaeological literature and records review of the Project Area. For this research, the archaeologist will search the THC's online Texas Archeological Sites Atlas (Atlas) database for previously recorded surveys and historic or prehistoric archaeological sites located in or near the Project Area. This task will allow the Engineer to identify any areas within the Project Area that contain or have the potential to contain significant, undocumented cultural resources. If necessary, an archaeologist shall search site files, records, and map files housed at the Texas Archaeological Research Laboratory (TARL) and the THC Library. In addition to identifying previously recorded archaeological sites, the Atlas review will include the following types of information: National Register of Historic Places (NRHP) properties, State Antiquities Landmarks (SALs), Official Texas Historical Markers, Recorded Texas Historic Landmarks, cemeteries, and local neighborhood surveys. As part of the review, the Engineer shall examine the Texas Department of Transportation Historic Overlay, a mapping/geographic information system database with historic maps and resource information covering most portions of the state. Other critical factors that the archaeologist shall examine include the level of previous disturbances, types of soils present, and any obvious standing structures which appear on U.S. Geological Survey (USGS) topographic maps. The archaeologist shall evaluate archaeological potential prior to performing fieldwork with this information. In addition to reviewing archival resources, the Engineer will conduct a preliminary geoarchaeological desktop review of McNutt Creek to determine the appropriate level of effort for the field investigations. The information used for the review will include soil survey maps from the Natural Resources Conservation Services and geological data from Bureau of Economic Geology maps. Additionally, the review will consider the position of the proposed crossing regarding the drainage. The Engineer will also review topographic and aerial imagery, as well as Google Earth Street View, to gauge the size and thickness of alluvial landforms in proximity to the project crossing.
- b. Texas Antiquities Permit Application - The archaeological field investigations will require a Texas Antiquities Permit; therefore, the Principal Investigator will prepare a THC permit scope of work and application and submit it to Aguirre & Fields for the City's review and signatures. Once complete, the Engineer shall submit the application with all pertinent project documentation to the THC, the permitting and reviewing agency. The Engineer shall incorporate the results of the background review in the permit application.

- c. Cultural Resources Field Investigations - The proposed field investigations will consist of an intensive pedestrian archaeological survey of the Project Area with subsurface investigations as necessary based on field conditions. As part the field investigations, the Engineer will conduct a geoarchaeological assessment of areas with a potential for deeply buried deposits, mainly in terraces along McNutt Creek. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of all cultural resources located within the Project Area. The survey will meet or exceed Secretary of Interior, Council of Texas Archaeologists, and THC archaeological survey standards. Subsurface investigations will involve the excavation of shovel tests, the location of which will be dependent upon variables such as previous disturbances and exposed bedrock. Shovel tests will be approximately 30 centimeters (cm) in diameter and excavated by hand in arbitrary 20-cm levels to 100 cm below surface unless soil characteristics or bedrock preclude reaching that depth. The matrix from each shovel test will be screened through ¼-inch mesh, and the location of each excavation will be plotted using a hand-held Global Positioning System (GPS) unit. Archaeologists will record each shovel test on a standardized form to document the excavations. The Engineer will define and record all discovered cultural resources following standard state and federal guidelines. Recorded sites will be mapped in detail with a GPS unit and plotted on USGS 7.5-minute topographic maps with a GPS unit and appropriate maps for planning purposes. The Engineer will photograph existing standing structures within the Project Area. The Engineer assumes that up to one cultural resources site may be identified within the Project Area. The Engineer is proposing a non-collection survey; artifacts will be tabulated, analyzed, and documented in the field, but not collected. Temporally diagnostic artifacts will be described in detail and photographed in the field, then left in place. This policy may reduce curation costs once the fieldwork is concluded. However, the THC's review process requires that all original paperwork and copies of photographs be curated at an approved repository before the THC will clear the Antiquities Permit. The Engineer will curate the required paperwork and photographs at TARL at the University of Texas-Austin.
- d. Reporting and Agency Coordination - Upon completion of the field investigations phase, the Engineer will prepare a report of the survey findings that will conform to THC and Council of Texas Archaeologists standards. The report will document previous investigations in the area, background cultural and environmental settings, the methodology used in the investigations, the presence and condition of any previously recorded sites revealed in the records review, the general nature and extent of cultural resources encountered during the field investigations, recommendations on the need for any further work, and the potential significance of the cultural resources in regards to future development and eligibility for designation as SALs or for listing on the NRHP. The

Engineer will submit a digital draft copy of the report to Aguirre & Fields for review and comment prior to agency submittal. Once this has been accomplished, the Engineer will incorporate all appropriate edits and will submit a draft report to THC for review and comment. Once the draft report has been reviewed and accepted by the THC, the Engineer will prepare one unbound copy and two tagged PDF copies of the report on archival-quality CD or DVD for submittal to the THC; if sites are discovered during the survey, one PDF will retain sensitive site maps and the other will not. Finally, the Engineer will submit 12 bound copies to various designated libraries around the state, in fulfillment of permit requirements.

e. Deliverables –

- i. Draft Texas Antiquities Permit and Archeological Background Study Report. The draft report will be submitted to Aguirre & Fields within three weeks of completion of fieldwork. Once the review team has provided comments, the Engineer will revise and finalize the document and submit all deliverables electronically to the City.
 - ii. Draft and Final Archaeological Intensive Survey Report. The draft report will be submitted to Aguirre & Fields within three weeks of completion of fieldwork. Once the review team has provided comments, the Engineer will revise and finalize the document and submit all deliverables electronically to the City.
 - iii. Two hardcopies and one electronic copy of the Final Archeological Background Study Report that includes concurrence from the Texas Historical Commission.
- ii. Threatened and Endangered Species Habitat Assessment and Impacts Analysis - the biologists will conduct a habitat assessment describing vegetation communities and evaluate the potential for those communities to provide habitat for federal or state-listed threatened and endangered species. Upon completion of the fieldwork, the biologist will prepare a report that provides our opinion of the potential for the habitats present within the Project Area to support protected species
- a. Deliverables –
- i. Draft and Final Threatened and Endangered Species Habitat Assessment and Impact Analysis Report. The draft report will be submitted to Aguirre & Fields within three weeks of completion of fieldwork. Once the review team has provided comments, the biologist will revise and finalize the document and submit all deliverables electronically to the City.
 - iii. Aquatic Resources Delineation and Report – the biologist will identify, characterize, and delineate aquatic resources (McNutt Creek, wetlands, and other open waters) within the Project Area that might meet the definition of a water of the U.S. The biologist will conduct this work pursuant to current U.S. Army Corps of Engineers (USACE) methodologies and in accordance with guidance provided by the USACE Fort Worth District Regulatory Branch. The biologist will conduct a field investigation of the Project Area to verify desktop findings and assess the presence or absence of hydric soils, wetland vegetation, and wetland hydrology. The biologist anticipates that it will take

one to two days in the field to accomplish this task. Any waterbodies identified in the field will be characterized with respect to type and condition, and the likely jurisdictional boundaries will be captured with resource-grade GPS equipment (e.g. Trimble Geo XH or similar). Upon completion of the field survey, the biologist will prepare an aquatic resources delineation report, which will identify and describe likely jurisdictional areas occurring within the Project Area. The report will describe the conditions of the Project Area, the methods used during the delineation, and the results of the investigations. The report will also include field data sheets, mapping, representative photos of the site, and photos of each sample point. Upon completion of this report, the biologist will provide a draft electronic version to Aguirre & Fields for review and comment. The biologist will assume one round of review and comment with Aguirre & Fields prior to completing the final report. The biologist will submit to Aguirre & Fields one electronic PDF of the aquatic resources delineation report.

- a. Deliverables –
 - i. Draft and Final Aquatic Resources Delineation Report. The draft report will be submitted to Aguirre & Fields within three weeks of completion of fieldwork. Once the review team has provided comments, the biologist will revise and finalize the document and submit all deliverables electronically to the City.
- iv. Phase I Environmental Site Assessment – the Engineer will prepare a Phase I Environmental Site Assessment (ESA) for the Project Area in accordance with the American Society for Testing and Materials (ASTM) Standards on Environmental Site Assessments for Commercial Real Estate, E 1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The ESA will also be completed in accordance with the U.S. Environmental Protection Agency's All Appropriate Inquiry standards amended in 2013. Preparation of the Phase I ESA will consist of the following tasks:
 - a. Records Review – the Engineer will review recent aerial photography and topographic maps, in order to identify operations or activities that may have caused the release of hazardous substances into the environment. The Engineer will review copies of previously prepared environmental reports, environmental compliance audits, environmental permits, environmental liens and activity and use limitations (AULs), and other available environmental documents (if available). As part of the review process, the Engineer will summarize the regional hydrogeological, geographic, and physiographic characteristics of the Project Area. Additionally, the Engineer will review a search of available state and federal regulatory databases to determine whether the Project Area or nearby facilities have been subject to environmental actions or review. The regulatory database review will, at a minimum, include the databases required to satisfy the ASTM standard. The need for additional in-person regulatory file review is not anticipated, but would be conducted on a time and materials basis, only when necessary, and provided that such files are publicly and readily available. The Engineer will not obtain a 50-year chain-of-title report under this scope of work. The Engineer will, however, review chain-of-title reports, if available.

- b. Interviews - If site contact and/or property owner contact information is made available by Aguirre & Fields, the Engineer will contact adjacent landowners via a mailed or emailed landowner questionnaire for those with contact information available. If any responses are received too late to be addressed in the report but offer information pertinent to the findings discussed in the report, the Engineer will provide an addendum letter. Site Reconnaissance – the Engineer personnel will conduct a reconnaissance of the Project Area and adjacent properties to visually identify and photograph areas with potentially recognized environmental conditions and to document current Project Area conditions. Offsite residences, farm operations, and other features will be mapped and described if they are pertinent but will not be observed in detail or described in detail except as warranted. A general discussion of how those features relate to potential contamination will be included in the report if appropriate.
- c. User-Provided Information - User-provided information is an essential component of a Phase I ESA and includes items such as copies of any previous Phase I ESAs or other relevant environmental documents, a completed Phase I ESA User Questionnaire, the reason why the Phase I ESA is being performed, access to the Project Area, and contact information for current or past owners or land users. The ASTM standard states the user is responsible for completing a search of recorded land-title records and judicial records for environmental liens and AULs. If the user opts not to search for liens and AULs, this would be noted as a limitation of the report. The user of the report is defined as the party seeking to use ASTM Standard E 2247-16 to complete a Phase I ESA of the property.
- d. Report Generation – the Engineer will summarize and document the Phase I ESA findings in one report. Sections within the report will include: 1) an introduction and description of the scope of work; 2) a description of the Project Area; 3) a summary of the Project Area history, including interviews and user-provided information; 4) a regulatory database review; 5) a description of the Project Area reconnaissance; and 6) report findings and conclusions. Report limitations and literature cited will also be included. Figures will include 1) a regional Project Area location map and 2) aerial photography with mapped points of interest. Where applicable, report appendices could include: 1) environmental database records and supplemental data; 2) documentation of interviews and other correspondence; 3) select Project Area photographs; 4) applicable Project Area history and prior-use documentation; and 5) copies of relevant environmental reports that have been previously prepared for the site. The Engineer will provide Aguirre & Fields with an electronic, draft report in PDF form to review prior to finalizing the report. The Engineer will respond to one round of comments. Once comments or approval to finalize the report have been received, an electronic copy of the final report in PDF format, including color figures and photographs, will be provided to Aguirre &

Fields within one week of receiving comments.

- i. Deliverables –
 - 1. Draft and Final Phase I ESA. The draft report will be submitted to Aguirre & Fields within three weeks of completion of fieldwork. Once the review team has provided comments, the Engineer will revise and finalize the document and submit all deliverables electronically to the City.
- v. Underground Storage Tank Removal Investigations - An existing underground storage tank (UST), which appears to have been installed sometime between 2012 and 2013, is located within the boundaries of the Project Area at 4450 East Old Settlers Boulevard. The Engineer proposes the following tasks to remove the existing UST and associated pipe chase and dispenser pumps and evaluate the absence or presence of constituents of concern in soil from a possible past release. This scope was prepared to comply with the Texas Commission on Environmental Quality (TCEQ) Regulatory Guidance Document RG-411, Investigating and Reporting Releases from Petroleum Storage Tanks (PSTs), for tank systems being removed. The scope of services will include:
 - a. The Engineer personnel will provide field coordination and oversight during the removal of the existing UST and associated pipe chase and dispensers.
 - b. Soils extracted from the tank hold and pipe chase will be field screened using a photoionization detector (PID).
 - c. A maximum of 21 soil samples will be collected within the tank hold, along the associated pipe chase, adjacent to each dispenser, and of the stockpiled backfill material.
 - d. If groundwater is observed within the tank hold during the removal process, one water sample will be collected from the water within the tank hold for laboratory analysis.
 - e. The soil/groundwater samples collected for laboratory analysis will be analyzed for Total Petroleum Hydrocarbons (TPH) by Texas Method 1005 and benzene, toluene, ethylbenzene, and xylenes (BTEX) with methyl tertiary butyl ether (MTBE) by Environmental Protection Agency (EPA) Method SW 846 8260B.
 - f. If TPH >C12 is detected, the sample with the highest TPH concentration will be analyzed for polycyclic aromatic hydrocarbons (PAH).
 - g. Analytical results will be compared to the TCEQ's Texas Risk Reduction Program (TRRP) Tier 1 Residential Protective Concentration Limits (PCLs).
 - h. If analytical results are reported above their respective TCEQ TRRP Tier 1 Critical PCL, the soil sample with the highest concentration of that constituent will be analyzed subsequent to synthetic precipitation leaching procedure extraction by EPA method SW 846 1312.
- i. Deliverables –
 - i. Draft and Final PST Program's Release Determination Report. The draft report will be submitted to Aguirre & Fields within three weeks of completion of fieldwork. Once the review team has provided comments, the Engineer will revise and finalize the

document and submit all deliverables electronically to Aguirre & Fields. The final report will need to be submitted to the TCEQ.

- vi. The Engineer shall prepare up to 4 environmental plan exhibits for others.
- vii. The Engineer shall coordinate with the State and other environmental entities.

2. PUBLIC INVOLVEMENT & OUTREACH

- i. Public Meetings – the Engineer will plan, schedule, conduct, and facilitate two public meetings in an open house format, to share project information with, and collect feedback from citizens and stakeholders after preliminary analysis and the final geometric design. The meetings will present concepts and options the existing conditions, and potential project layout and designs to the public, and gather input. The Engineer will coordinate with the City of Round Rock and the Project Team on meeting logistics, development of meeting announcements and notifications, coordination and participation in a meeting rehearsal prior to each public meeting, and facilitation of both public meetings. The Engineer will identify opportunities to promote the meeting through advertisements, mailers, social media, outreach in community centers and stakeholder meetings, and signage. The Engineer will develop informative and appropriate meeting materials and exhibits such as displays, presentation slides, and project handouts. Following both public meetings, the Engineer will document and report on meeting attendance and input received from the public.

- a. Tasks and deliverables:

- 1. Meeting planning (logistics, location, facility prep)
 - 2. Develop of meeting announcements and notifications
 - 3. Develop media release and social media posts
 - 4. Coordination and facilitation of two (2) meeting rehearsals
 - 5. Coordination and facilitation of two (2) public meetings
 - 6. Development of meeting materials and exhibits and electronic versions for uploading to website
 - 7. Summary report of input received

- ii. Stakeholder Communications & Outreach - Outreach will be conducted to contact those that live near the project limits, travel in the area, and other groups and organizations that may be interested in the project. The Engineer will coordinate with the City for current contacts that may be interested in the project and will update and maintain a project database throughout the project. All contacts will be added to a stakeholder database that will be updated throughout the project and include neighborhood contacts, MUD contacts, City contacts, nearby businesses, elected/public officials, and any interested individuals. The Engineer will assist the City with responses to questions and comments from stakeholders in a timely manner and maintain a communication log of all outreach efforts. The Engineer's representative will reach out to individuals or businesses that may be impacted and if needed facilitate meetings.

- a. Tasks and deliverables:

- 1. Develop and maintain a stakeholder database
 - 2. Communication and outreach with stakeholders including a log of all communications
 - 3. Coordinate, facilitate, and document up to eight (8)

one-on-one, neighborhood group, or MUD meetings

- iii. Webpage – The Engineer will develop content for a project webpage on the City’s website. It will include project information, information on how to get involved and share input, project contact information, project materials and all materials from public meetings. The Engineer will provide updated content and coordinate with the City for posting, as needed, throughout the project.
 - a. Tasks and deliverables:
 - 1. Develop draft content and coordinated posting with the City
 - 2. Updated content as needed throughout the project
- iv. The Engineer will prepare plan exhibits for use at public meetings.

RIGHT OF WAY DATA (FC 130)

1. RIGHT OF WAY MAP

- i. The Engineer shall evaluate existing and identify proposed Right-of-Way.
- ii. The Engineer shall determine if utility easements are required.
- iii. The Engineer shall determine if construction easements are required.
- iv. The Engineer shall prepare a level C/D SUE memo to determine potential utility conflicts.

2. FIELD SURVEYING

- i. Establish horizontal and vertical control:
 - a. The Engineer shall assure compliance and adherence to all rules, regulations and policies as set forth by the Texas Board of Professional Land Surveyors and Texas Society of Professional Surveyors Manual of Practice for Surveying.
 - b. The Engineer will recover existing or establish new survey control sufficient to complete the project. Final Horizontal coordinates will be provided in the Texas State Plane Coordinate System, Central Zone (4203) in US Survey Feet on the NAD83 (2011) datum. Vertical positions should be provided on NAVD88 datum.
- ii. Right-of-Way/Boundary Surveys
 - a. Research Williamson Central Appraisal District records and develop ownership spreadsheet.
 - b. Send right-of-entry letters to all owners where the need for access is anticipated, allowing for all professions.
 - c. Obtain and review deeds/plats pertaining to both subject and adjacent properties identified from Williamson Central Appraisal District records.
 - d. Build abstract map showing record property lines and any plottable easements referenced in record deeds/plats.
 - e. Locate existing ROW/boundary monumentation.
 - f. Perform calculations and analysis to re-establish existing

ROW/boundary lines.

- g. Obtain and review Title Commitments to subject properties to identify and plot recorded easements.

iii. Topographic Design Survey

- a. Perform field survey of the proposed alignment, approx. 700 feet west of Red Bud Ln. to the east ROW line of C.R. 110, a total of $\pm 4,850$ lineal feet, and extending up to 300 feet in each direction along existing roadways (± 40 Ac.)
- b. Driveway and street/county road data - collect type of surface (asphalt, concrete, seal coat, gravel, dirt, etc.), with or without culvert, type of culvert pipe, size, length, with or without Safety End Treatment (SET).
- c. Obtain break lines and spot elevations sufficient for 1ft contour intervals.
- d. Obtain line and grade on handicap ramps, crosswalks, and sidewalks.
- e. Field tie above ground visible improvements.
- f. Locate trees 8-inches and greater. The critical root zones (tree circles) will be shown in accordance to COA standards, unless other local or specific standards are provided
- g. Behind curbs, tie visible utility locations, including ties to above-ground features, such as power poles, valves, and other features to the right-of-wayline (i.e. edges of pavement, curbs and gutter, sidewalks every 50 feet, building corners etc.) either found by our surveyors or located for us by utility companies and/or other agencies. One-call will be notified prior to acquisition of survey. The Engineer shall not be liable for utilities not identified as part of the one-call at the time of survey. Note: does NOT include tying irrigation heads; irrigation heads are often below the grass and not readily visible/locatable.
- h. Provide spot elevations at center point of manhole covers and access vaults outside of pavement.
- i. Process field collected data for field survey.
- j. Perform quality control for survey requirements.
- k. Extract spot elevations and break lines into DTM.
- l. Extract and prepare triangulated irregular network into DTM.
- m. Load 1-foot contour information.

3. SUBSURFACE UTILITY ENGINEERING (SUE)

- i. The Engineer will perform Quality Level-C and Quality Level-D SUE in accordance with CI/ASCE 38-02 'Standard Guideline for the collection and depiction of existing subsurface data.' Quality Level-B and Quality Level-A SUE are not included in this scope of services. This standard defines the following quality levels:
 - a. Quality Level-D: Information derived from existing records or oral recollections.
 - b. Quality Level-C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level-D information.
- ii. The Engineer will prepare an Existing Utility Contact List and Memo. The Engineer will prepare for and attend up to two (2) coordination meetings with the transmissionline

- power provider and one (1) coordination meeting with CORR.
- iii. The Engineer will prepare a Utility Conflict Matrix. The Engineer will review project design information for existing and potential utility conflicts and populate into conflict analysis spreadsheet.

ROADWAY DESIGN CONTROLS (FC 160)

1. PRELIMINARY ANALYSIS

- i. The Engineer shall identify and analyze schematic alternatives to minimize potential adverse impacts, right-of-way acquisition, major utility conflicts, structural impediments, or exceptions to the design criteria.
 - a. The Engineer shall produce up to 2 preliminary/conceptual alternatives and 1 geometric layout (1"=100'). Preliminary analysis shall include, but not be limited to the following:
 - i. ROW determination
 - ii. Horizontal alignment
 - iii. Vertical alignment
 - iv. Pavement cross slopes and pavement type
 - v. Intersection design and analysis
 - vi. Sign distance
 - vii. Level-of-service
 - viii. Locations of critical constraints
 - ix. Drainage
 - b. Geometric Layout shall include proposed horizontal and vertical improvements.
 - c. The Engineer shall develop both existing and proposed typical sections that depict the number and type of lanes, shoulders, barriers, bridge superstructure, median width, curb offsets, cross slope, border width, clear zone widths, and ROW limits.
 - d. The Engineer shall determine the ROW requirements based on the proposed alignment, typical sections, design cross sections, access control, terrain, construction requirements, drainage, clear zone, maintenance, and environmental mitigation requirements.
 - e. The Engineer shall develop up to 2 preliminary cost estimates using current pricing for relative construction items (City of Round Rock/TxDOT).
 - f. The Engineer shall submit a pdf Geometric Layout for City approval.

2. FINAL GEOMETRIC LAYOUT

- i. A roll plot depicting plan & profile will be created at 1"=100'.
 - a. Sheets will include proposed and existing appurtenances.
 - b. Proposed horizontal curvature and profile grade line will meet a 45 mph design speed.
 - c. Sidewalks and ADA ramps will be included.
 - d. Driveway/Access to the Siena Subdivision will be finalized after preliminary analysis.

- ii. The Engineer shall coordinate with the City/adjacent projects in order to incorporate the adjacent project at Red Bud Ln into the final geometric layout.

3. CUT AND FILL QUANTITIES

- i. Existing and proposed cross sections at 50-foot intervals will be created to determine cut and fill quantities.
- ii. Open Roads will be used to model the proposed roadway in order to calculate quantities.

4. PAVEMENT DESIGN

- i. The Engineer shall incorporate pavement design into the proposed typical sections.

5. QA/QC

- i. The Engineer shall perform QA/QC during both the preliminary analysis and final geometric layout stages of the project.

6. DELIVERABLES

- i. Preliminary geometric layout for up to 2 alternatives (1"=100').
 - a. Roll plot to include:
 - i. Mainlane roadway alignment
 - ii. Proposed vertical profile
 - iii. Pavement edges, face of curbs and shoulder lines
 - iv. Typical sections of existing and proposed roadways
 - v. Proposed structure locations (including wildlife crossings and fencing structures)
 - vi. Preliminary ROW requirements and control-of-access locations
 - vii. Direction of traffic flow and number of lanes on all roadways
 - viii. Existing and projected traffic volumes
 - ix. Existing utilities
- ii. Preliminary cost estimate for up to 2 geometric layout alternatives.
- iii. Final geometric layout (1"=100').
- iv. Finalized 30% cost estimate.

DRAINAGE (FC 161)

1. DRAINAGE

- i. H&H Analysis - Cross Drainage Analysis - Field Reconnaissance will include up to two (2) site visits to observe current drainage patterns, outfall channels, cross drainage, and land development adjacent to the proposed project area. Collect available data including GIS data and maps and previous H&H models for Upper Brushy Creek watershed considered to be best available data from the City. Scour analysis is not included in this phase of the project and will be conducted in the next phase for the proposed bridge crossing. Effort for detention analysis, water quality analysis, and FEMA C/LOMR preparation are not included in this scope of work.
 - a. Validate and utilize Upper Brushy Creek watershed study H&H models

- to analyze proposed crossing at McNutt Creek and conduct site visit.
- b. Conduct bridge crossing drainage analysis and potential flood risk analysis to adjacent properties for the 10-, 25-, 50-, 100-year and ultimate 100-year storm events for up to two road crossing options. Bridge profile and layout will be provided by Aguirre & Fields.
- c. Engineer will determine effects of NOAA Atlas 14 rainfall data and recommend a freeboard to be applied at the McNutt Creek crossing.
- d. Determine flood mitigation solutions that will demonstrate no adverse impacts to adjacent properties. Up to two mitigations solutions are estimated in this proposal. The Engineer will work closely with Aguirre & Fields road and bridge engineers to develop a mitigation to show no adverse impacts.
- e. Meet with City Floodplain Administrator and Transportation staff to discuss the findings of proposed mitigation solutions and obtain guidance from the City (assume two meetings). If a no adverse impact cannot be achieved, then a supplemental agreement will be required if a FEMA C/LOMR submittal is required.
- f. Prepare cross drainage documentation for the Preliminary Drainage Report and revise with City review comments (one review iteration assumed.)
- ii. Storm System Schematic Design - Provide preliminary horizontal design of roadway storm system, including:
 - a. Sizing of storm system trunk line.
 - b. Horizontal alignment of storm trunk and outfall location(s).
 - c. Conduct hydrological analysis of proposed roadway improvements to provide flows produced by 10-, 25-, 50-, and 100-year storm events for incorporation into H&H model.
 - d. Evaluate cross culverts in project area for potential negative effects due to proposed roadway improvements. This item assumes identification of culverts and potential effects. Design of effected culverts is not included.
 - e. Provide preliminary estimate of probable construction costs with schematic level quantities and unit pricing from TXDOT Austin District and/or other local/city projects with similar items of work.

PROJECT MANAGEMENT & ADMINISTRATION (FC 164)

1. GENERAL ADMINISTRATION

- i. Prepare invoices and monthly written progress reports for the project.
- ii. The Engineer shall perform project management duties and coordination with the City.
- iii. The Engineer shall perform project management duties and coordination with subconsultants.
- iv. The Engineer shall perform project management duties and coordination with adjacent projects.

2. MEETINGS

- v. The Engineer has provided for four formal design meetings. (Project kick off, geometric layout review meeting, and up to 2 review and/or coordination meetings.)
- vi. The Engineer will attend and prepare for 2 open house style public meetings.
- vii. The Engineer will attend and prepare for 2 rehearsal/planning meetings (one before each public meeting).
- viii. The Engineer shall attend and prepare for up to 8 stakeholder meetings.

STRUCTURAL (FC 170)

1. PRELIMINARY ANALYSIS

- i. Alternative Analysis and Preliminary Estimates - The Engineer shall complete a site visit and evaluate existing conditions, geotechnical and hydraulic data to prepare a comparative cost analysis of bridge structures to determine: (1) the optimum bridge structure type for vertical clearance over the waterway; (2) the optimum bridge structure length versus roadway embankment, pavement, soil stabilization and retaining walls. The Engineer will meet with the City to discuss bridge options. Discussion will be on potential options for this location.
- ii. The Engineer shall investigate and coordinate to avoid impacts to existing dam near the proposed bridge structures.
- iii. The Engineer shall prepare up to 2 preliminary bridge layouts.

2. FINAL GEOMETRIC LAYOUT

- i. Based on input from the City, the Engineer shall finalize the bridge layout and retaining wall limits (1"=100').
- ii. The Engineer shall develop proposed bridge typical sections.
- iii. The Engineer shall finalize the cost estimate based on the preferred bridge structure alternative.

SUMMARY OF FINAL DELIVERABLES

1. The Engineer shall provide the following final deliverables to the City:
 - i. Design Criteria Matrix
 - ii. Design Summary Report (DSR)
 - iii. Construction Cost Estimate
 - iv. Geometric Layout Roll Plot (1"=100'):
 1. Proposed horizontal and vertical roadway design
 2. Proposed bridge and retaining wall layout
 3. Proposed and existing typical sections
 4. Preliminary horizontal design of roadway storm system
 5. Existing and Proposed Right-of-Way/Easements
 6. Proposed cross sections
 - v. Environmental Memo and Required Permits
 1. Draft Texas Antiquities Permit Application & Archeological Background Study Report
 2. Archeological Intensive Survey & Study Report
 3. Threatened and Endangered Species Habitat Assessment & Impact Analysis Report
 4. Aquatic Resources Delineation Report
 5. Phase I ESA
 6. PST Program's Release Determination Report
 - vi. H&H Memo
 - vii. Traffic Analysis Memo
 - viii. Geotechnical Report
 - ix. Recommended Pavement Design
 - x. Level C/D SUE Memo
 - xi. Utility Conflict Matrix
 - xii. Right of Entry Documentation
 - xiii. Property Ownership Spreadsheet
 - xiv. Summary of Public Meeting Input
 - xv. QA/QC Documentation
 - xvi. Electronic .dgn and .tin files

EXHIBIT C

Work Schedule

Attached Behind This Page

ID	Task Mode	Task Name	Duration	Start	Finish	Gantt Chart																							
	Dec					Qtr 1, 2020			Qtr 2, 2020			Qtr 3, 2020			Qtr 4, 2020			Qtr 1, 2021			Qtr 2, 2021			Qtr 3, 2021					
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul					
1		Old Settlers Design Schedule	389 days	Mon 1/6/20	Mon 7/5/21																								
2		NTP	0 days	Mon 1/6/20	Mon 1/6/20																								
3		Project setup & subconsultant agreements	10 days	Mon 1/6/20	Fri 1/17/20																								
4		Preliminary Analysis	227 days	Mon 1/20/20	Thu 12/3/20																								
5		Survey	34 days	Mon 1/20/20	Thu 3/5/20																								
6		Mobilization	5 days	Mon 1/20/20	Fri 1/24/20																								
7		ROW research	4 days	Mon 1/27/20	Thu 1/30/20																								
8		Field work	15 days	Fri 1/31/20	Thu 2/20/20																								
9		Processing	10 days	Fri 2/21/20	Thu 3/5/20																								
10		Geotechnical	43 days	Mon 1/20/20	Wed 3/18/20																								
11		Mobilization	5 days	Mon 1/20/20	Fri 1/24/20																								
12		Field work	3 days	Mon 1/27/20	Wed 1/29/20																								
13		Laboratory Testing	15 days	Thu 1/30/20	Wed 2/19/20																								
14		Draft report	20 days	Thu 2/20/20	Wed 3/18/20																								
15		Environmental	25 days	Mon 1/20/20	Fri 2/21/20																								
16		Archeological resources desktop review	10 days	Mon 1/20/20	Fri 1/31/20																								
17		Haz-mat field work & draft report	20 days	Mon 1/20/20	Fri 2/14/20																								
18		Biological field work & draft report	25 days	Mon 1/20/20	Fri 2/21/20																								
19		US waters records, field work & draft report	25 days	Mon 1/20/20	Fri 2/21/20																								
20		Phase I ESA	25 days	Mon 1/20/20	Fri 2/21/20																								
21		Utility Coordination	227 days	Mon 1/20/20	Thu 12/3/20																								
22		Public involvement database & training	15 days	Thu 1/30/20	Wed 2/19/20																								
23		Surveyor review/field verification	5 days	Thu 3/19/20	Wed 3/25/20																								
24		Surveyor address comments	14 days	Thu 3/26/20	Tue 4/14/20																								
25		Draft geotech report review	5 days	Thu 3/19/20	Wed 3/25/20																								
26		Final geotech report	5 days	Thu 3/26/20	Wed 4/1/20																								
27		Floodplain analysis	15 days	Mon 1/20/20	Fri 2/7/20																								
28		Preliminary design - alternatives analysis	90 days	Fri 2/21/20	Fri 6/26/20																								
29		Submit geometric layout to City	0 days	Fri 6/26/20	Fri 6/26/20																								
30		Geometric layout review (City)	60 days	Mon 6/29/20	Mon 9/21/20																								
31		Address comments/resubmit	21 days	Tue 9/22/20	Tue 10/20/20																								
32		Public meeting 1 prep	7 days	Wed 10/21/20	Thu 10/29/20																								
33		Public meeting 1	0 days	Thu 10/29/20	Thu 10/29/20																								
34		Public meeting 1 comment period	15 days	Fri 10/30/20	Thu 11/19/20																								
35		Public meeting 1 summary	10 days	Fri 11/20/20	Thu 12/3/20																								
36		Final Geometric Layout	152 days	Fri 12/4/20	Mon 7/5/21																								
37		30% design	60 days	Fri 12/4/20	Thu 2/25/21																								
38		Utility Coordination	60 days	Fri 12/4/20	Thu 2/25/21																								
39		Submit 30% schematic & draft ENV to City	0 days	Thu 2/25/21	Thu 2/25/21																								
40		30% review (City)	60 days	Fri 2/26/21	Thu 5/20/21																								
41		Public meeting 2 prep	7 days	Fri 5/21/21	Mon 5/31/21																								
42		Public meeting 2	0 days	Mon 5/31/21	Mon 5/31/21																								
43		Public meeting 2 comment period	15 days	Tue 6/1/21	Mon 6/21/21																								
44		Public meeting 2 summary	10 days	Tue 6/22/21	Mon 7/5/21																								

Project: OLD SETTLERS EXT Date: Wed 12/11/19	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

Project Name: Old Settlers Extension

Task	Total Labor Hours	Total Prime Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
FC 110: Route & Design Studies	387	\$13,144.00	\$22,445.69	\$41,161.00	\$76,750.69
FC 120: Social, Economic & Environmental Studies	903	\$15,835.00	\$8,616.50	\$89,600.00	\$114,051.50
FC 130: Right of Way Data	679	\$9,445.00	\$0.00	\$91,630.00	\$101,075.00
FC 160: Roadway Design Controls	648	\$100,759.00	\$0.00	\$0.00	\$100,759.00
FC 161: Drainage	426	\$0.00	\$0.00	\$57,160.00	\$57,160.00
FC 164: Project Management & Administration	295	\$35,425.00	\$0.00	\$22,230.34	\$57,655.34
FC 170: Structural	178	\$24,880.00	\$0.00	\$0.00	\$24,880.00
Other Direct Costs			\$0.00	\$0.00	\$0.00
GRAND TOTAL:	3516	\$199,488.00	\$31,062.19	\$301,781.34	\$532,331.53

AGUIRRE-FIELDS, LP
CONTRACT:
WORK AUTHORIZATION: 01

EXHIBIT D
FEE SCHEDULE
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK
OLD SETTLERS EXTENSION

PROJECT: OLD SETTLERS EXTENSION
METHOD OF PAYMENT: LUMP SUM
PRIME PROVIDER: AGUIRRE & FIELDS, LP

COMPANY	FEE	%
Aguirre & Fields	\$199,975.69	38%
Halff Associates	\$173,030.00	33%
SWCA	\$50,125.40	9%
CD&P, LLC	\$51,584.00	10%
Foresight	\$34,849.34	7%
Kimley Horn	\$22,767.10	4%
TOTAL	\$532,331.53	100.00%

FUNCTION CODE	TASK NAME	AFLP	HALFF	SWCA	CD&P	Foresight	Kimley Horn	TOTAL
FC 110	ROUTE & DESIGN STUDIES (FC110)	\$13,144.00	\$6,710.00			\$15,556.00	\$18,895.00	\$54,305.00
FC 120	SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES (FC 120)	\$15,835.00		\$36,682.00	\$44,110.00		\$0.00	\$96,627.00
FC 130	RIGHT OF WAY DATA (FC 130)	\$9,445.00	\$91,630.00					\$101,075.00
FC 160	ROADWAY DESIGN CONTROLS (FC 160)	\$100,759.00						\$100,759.00
FC 161	DRAINAGE (FC 161)		\$57,160.00					\$57,160.00
FC 164	PROJECT MANAGEMENT & ADMINISTRATION (FC 164)	\$35,425.00	\$14,470.00	\$8,808.00	\$4,705.00	\$395.34	\$2,660.00	\$66,463.34
FC 170	STRUCTURAL (FC 170)	\$24,880.00						\$24,880.00
ODEs	OTHER DIRECT EXPENSES	\$487.69	\$3,060.00	\$4,635.40	\$2,769.00	\$18,898.00	\$1,212.10	\$31,062.19
TOTAL		\$199,975.69	\$173,030.00	\$50,125.40	\$51,584.00	\$34,849.34	\$22,767.10	\$532,331.53

AGUIRRE-FIELDS, LP
CONTRACT:
WORK AUTHORIZATION: 01

EXHIBIT D
FEE SCHEDULE
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK
OLD SETTLERS EXTENSION

PRIME PROVIDER NAME: Aguirre & Fields , LP

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC110 - ROUTE & DESIGN STUDIES									
ROADWAY DATA COLLECTION & FIELD RECONNAISSANCE									
CITY DATA COLLECTION & REVIEW	2	4	4		2		12	N/A	N/A
PROJECT NOTEBOOK AND FILE SETUP		2	2	1	2		7	N/A	N/A
REVIEW AS-BUILT AND CITY PROVIDED PLANS	1	2	2		1		6	N/A	N/A
2 SITE VISITS & FIELD RECONNAISSANCE	4	16	8				28	N/A	N/A
PREPARE RECONNAISSANCE LAYOUT AND NOTES		2	2		2		6	N/A	N/A
PHOTOGRAPHIC RECORD		1	2			1	4	N/A	N/A
DEVELOP ROADWAY DESIGN CRITERIA & PREPARE DSR									
REVIEW PROJECT SPECIFICS AGAINST CORR DESIGN CRITERIA	1	2	2				5	N/A	N/A
PREPARE DESIGN SUMMARY REPORT FOR REVIEW	1	2	2				5	N/A	N/A
COORDINATE WITH CITY FOR DESIGN CRITERIA CONCURRENCE		2					2	N/A	N/A
GEOTECHNICAL INVESTIGATION & FIELD WORK									
DETERMINE BORING LOCATIONS FOR BRIDGE AND RETAINING WALLS		1	1		1		3	N/A	N/A
HOURS SUB-TOTALS	9	34	25	1	8	1	78	0	
CONTRACT RATE PER HOUR	\$250.00	\$191.00	\$133.00	\$146.00	\$104.00	\$97.00			
TOTAL LABOR COSTS	\$2,250.00	\$6,494.00	\$3,325.00	\$146.00	\$832.00	\$97.00	\$13,144.00		
% DISTRIBUTION OF STAFFING	11.5%	43.6%	32.1%	1.3%	10.3%	1.3%			
SUBTOTAL (FC110)							\$13,144.00		

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC120 - SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES									
ENVIRONMENTAL									
PREPARE PLAN EXHIBITS FOR OTHERS (4 EXHIBITS 11X17)	1	4	8	8	16		37	4	9
ENVIRONMENTAL COORDINATION W/ STATE AND OTHERS	2	3	2			2	9	N/A	N/A
PUBLIC INVOLVEMENT & OUTREACH									
PREPARE PLAN EXHIBITS FOR USE AT MEETINGS	1	4	24		48	2	79		
HOURS SUB-TOTALS	4	11	34	8	64	4	125	4	
CONTRACT RATE PER HOUR	\$250.00	\$191.00	\$133.00	\$146.00	\$104.00	\$97.00			
TOTAL LABOR COSTS	\$1,000.00	\$2,101.00	\$4,522.00	\$1,168.00	\$6,656.00	\$388.00	\$15,835.00		
% DISTRIBUTION OF STAFFING	3.2%	8.8%	27.2%	6.4%	51.2%	3.2%			
SUBTOTAL (FC120)							\$15,835.00		

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC130 - RIGHT OF WAY DATA									
RIGHT OF WAY MAP									
EVALUATE EXISTING ROW	2	2		1			5	N/A	N/A
IDENTIFY PROPOSED ROW	2	4	4				10		
DETERMINE NEED FOR UTILITY EASEMENTS	1	4	4				9		
DETERMINE NEED FOR CONSTRUCTION EASEMENTS	1	1	2				4	N/A	N/A
LEVEL C/D SUE MEMO REVIEW AND COORDINATION w/ CITY	2	4	4			2	12	N/A	N/A
PREPARE GRAPHIC EXHIBITS FOR ROW DEDICATION DOCUMENTS	1	4	4		8		17		
HOURS SUB-TOTALS	9	19	18	1	8	2	57	0	
CONTRACT RATE PER HOUR	\$250.00	\$191.00	\$133.00	\$146.00	\$104.00	\$97.00			
TOTAL LABOR COSTS	\$2,250.00	\$3,629.00	\$2,394.00	\$146.00	\$832.00	\$194.00	\$9,445.00		
% DISTRIBUTION OF STAFFING	15.8%	33.3%	31.6%	1.8%	14.0%	3.5%			
SUBTOTAL (FC130)							\$9,445.00		

AGUIRRE-FIELDS, LP
CONTRACT:
WORK AUTHORIZATION: 01

EXHIBIT D
FEE SCHEDULE
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK
OLD SETTLERS EXTENSION

PRIME PROVIDER NAME: Aguirre & Fields , LP

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC160 - ROADWAY DESIGN CONTROLS									
PRELIMINARY ANALYSIS									
PRELIMINARY GEOMETRIC LAYOUT (1"=100')	4	16	16		48		84	N/A	N/A
PROPOSED HORIZONTAL AND VERTICAL IMPROVEMENTS	6	48	24	6			84	N/A	N/A
PROPOSED & EXISTING TYPICAL SECTION OLD SETTLERS	3	12	24		24		63	4	16
PREPARE GEOMETRIC ALTERNATIVES (UP TO 2)	2	16	24		16		58		
PREPARE PRELIMINARY COST ESTIMATE (UP TO 2)	4	24	36				64		
FINAL GEOMETRIC LAYOUT									
FINAL GEOMETRIC LAYOUT (1"=100')	2	16	16		32		66	N/A	N/A
REFINE PROPOSED HORIZONTAL AND VERTICAL IMPROVEMENTS	3	24	24	6			57	N/A	N/A
REFINE PRELIMINARY COST ESTIMATE	1	4	4				9		
COORDINATE/INCORPORATE RED BUD LN INTERSECTION	2	4	8	2	8		24		
CUT AND FILL QUANTITIES									
PREPARE 3D ROADWAY MODEL	2	48					50		
PROPOSED CROSS SECTIONS (50' INTERVALS)	2	16	16	14	12		60	N/A	N/A
PAVEMENT DESIGN									
INCORPORATE PAVEMENT DESIGN INTO PLANS (TYPICALS)		1	2	2	2		7	N/A	N/A
QA/QC									
PERFORM QA/QC FOR PRELIMINARY ANALYSIS AND FINAL GEOMETRIC LAYOUT	2	20					22		
HOURS SUB-TOTALS	33	249	194	30	142	0	648	0	
CONTRACT RATE PER HOUR	\$250.00	\$191.00	\$133.00	\$146.00	\$104.00	\$97.00			
TOTAL LABOR COSTS	\$8,250.00	\$47,559.00	\$25,802.00	\$4,380.00	\$14,768.00	\$0.00	\$100,759.00		
% DISTRIBUTION OF STAFFING	5.1%	38.4%	29.9%	4.6%	21.9%	0.0%			
SUBTOTAL (FC160)							\$100,759.00		

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC164 - PROJECT MANAGEMENT & ADMINISTRATION									
GENERAL ADMINISTRATION									
PREPARE INVOICES AND MONTHLY PROJECT PROGRESS REPORTS (8 MONTHS)	8	8				16	32	N/A	N/A
PROJECT MANAGEMENT & COORDINATION WITH CORR (8 MONTHS)	8	16				7	31	N/A	N/A
PROJECT MANAGEMENT & COORDINATION WITH SUB CONSULTANTS (8 MONTHS)	8	40					48	N/A	N/A
PROJECT MANAGEMENT & COORDINATION WITH ADJACENT PROJECTS (8 MONTHS)	8	16					24	N/A	N/A
MEETINGS									
ATTEND AND PREPARE FOR FOUR (4) DESIGN MEETINGS	8	8					16	N/A	N/A
ATTEND AND PREPARE FOR TWO (2) PUBLIC MEETINGS - OPEN HOUSE STYLE	8	8					16	N/A	N/A
ATTEND AND PREPARE FOR TWO (2) REHEARSAL/PLANNING MEETINGS	8	8					16	N/A	N/A
ATTEND AND PREPARE FOR UP TO SIX (6) STAKEHOLDER MEETINGS	10	10					20	N/A	N/A
HOURS SUB-TOTALS	58	106	0	0	0	7	171	0	
CONTRACT RATE PER HOUR	\$250.00	\$191.00	\$133.00	\$146.00	\$104.00	\$97.00			
TOTAL LABOR COSTS	\$14,500.00	\$20,246.00	\$0.00	\$0.00	\$0.00	\$679.00	\$35,425.00		
% DISTRIBUTION OF STAFFING	33.9%	62.0%	0.0%	0.0%	0.0%	4.1%			
SUBTOTAL (FC164)							\$35,425.00		

AGUIRRE-FIELDS, LP
CONTRACT:
WORK AUTHORIZATION: 01

EXHIBIT D
FEE SCHEDULE
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK
OLD SETTLERS EXTENSION

PRIME PROVIDER NAME: Aguirre & Fields , LP

TASK DESCRIPTION	SENIOR STRUCTURAL ENGINEER	STRUCTURAL ENGINEER	EIT	TECH	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 170 - STRUCTURAL									
PRELIMINARY ANALYSIS									
INVESTIGATE AND COORDINATE TO AVOID IMPACTS TO EXISTING DAM	6	6					12	N/A	N/A
PREPARE PRELIMINARY STRUCTURES EXHIBITS	4	6	6	4	4		24	2	12
PERFORM OPTIONS ANALYSIS & PRELIMINARY LAYOUT OF BRIDGES (UP TO 2)	12	18	18	6	6		60	N/A	N/A
PREPARE PRELIMINARY COST ESTIMATE	2	6	6				14	N/A	N/A
FINAL GEOMETRIC LAYOUT									
FINALIZE BRIDGES AND WALLS IN GEOMETRIC LAYOUT (1"=100')	6	9	9	3	3		30	N/A	N/A
DEVELOP PROPOSED BRIDGE TYPICAL SECTIONS	4	8	8	2	2		24	N/A	N/A
PREPARE FINAL COST ESTIMATE	2	6	6				14	N/A	N/A
HOURS SUB-TOTALS	36	59	53	15	15	0	178	0	
CONTRACT RATE PER HOUR	\$200.00	\$150.00	\$110.00	\$120.00	\$80.00	\$80.00			
TOTAL LABOR COSTS	\$7,200.00	\$8,850.00	\$5,830.00	\$1,800.00	\$1,200.00	\$0.00	\$24,880.00		
% DISTRIBUTION OF STAFFING	20.2%	33.1%	29.8%	8.4%	8.4%	0.0%			
SUBTOTAL (FC170)							\$24,880.00		

DESCRIPTION						TOTAL MH BY FC	TOTAL COSTS BY FC
FC110 - ROUTE & DESIGN STUDIES						78	\$13,144.00
FC120 - SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES						125	\$15,835.00
FC130 - RIGHT OF WAY DATA						57	\$9,445.00
FC160 - ROADWAY DESIGN CONTROLS						648	\$100,759.00
FC164 - PROJECT MANAGEMENT & ADMINISTRATION						171	\$35,425.00
FC 170 - STRUCTURAL						178	\$24,880.00
SUBTOTAL LABOR EXPENSES						1257	\$199,488.00
DIRECT EXPENSES	UNIT	# OF UNITS	COST/UNIT				
Mileage (18 miles RT x 14 trips)	mile	270	\$0.566				\$152.69
Standard Postage	letter	20	\$0.50				\$10.00
Photocopies B/W (8 1/2" X 11")	each	150	\$0.10				\$15.00
Photocopies B/W (11" X 17") (AT 30% Submittal)	each	50	\$0.20				\$10.00
Plotting (color on bond Exhibits for meetings)(24"x36")	sf	240	1.25				\$300.00
SUBTOTAL DIRECT EXPENSES							\$487.69

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	\$199,488.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	\$487.69
GRAND TOTAL	\$199,975.69

SUB PROVIDER NAME: Halff Associates

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER (EIT)	CADD/GIS TECH			TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 110 - ROUTE & DESIGN STUDIES										
SCHEMATIC DESIGN										
Utility Design			2	24				26		
QA / QC Final Deliverables	8	8						16		
HOURS SUB-TOTALS	8	8	2	24	0			42	0	
CONTRACT RATE PER HOUR	\$250.00	\$195.00	\$171.00	\$117.00	\$95.00					
TOTAL LABOR COSTS	\$2,000.00	\$1,560.00	\$342.00	\$2,808.00	\$0.00			\$6,710.00		
% DISTRIBUTION OF STAFFING	19.0%	19.0%	4.8%	57.1%	0.0%					
SUBTOTAL (FC110)								\$6,710.00		

TASK DESCRIPTION	SENIOR RPLS	SURVEY TECH	2-MAN SURVEY CREW	ADMIN ASSISTANT				TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 130 - RIGHT OF WAY DATA										
FIELD SURVEYING										
Establish horizontal and vertical control	2	16	30					48		
Right-of-Way/Boundary Surveys	8	56	60	8				132		
Topographic Design Surveying (±40 Ac.)	2	48	140					190		
QA / QC / Final Deliverables	4	12						16		
HOURS SUB-TOTALS	16	132	230	8				386	0	
CONTRACT RATE PER HOUR	\$190.00	\$120.00	\$170.00	\$65.00						
TOTAL LABOR COSTS	\$3,040.00	\$15,840.00	\$39,100.00	\$520.00				\$58,500.00		
% DISTRIBUTION OF STAFFING	4.1%	34.2%	59.6%	2.1%						
SUBTOTAL (FC130)								\$58,500.00		

TASK DESCRIPTION	SENIOR ENGINEER	UTILITY MANAGER	UTILITY COORDINATOR	SUE CREW MGR	CADD/GIS TECH	CONTRACT ADMIN SPECIALIST	ADMIN ASSISTANT	TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 130 - RIGHT OF WAY DATA										
SUBSURFACE UTILITY ENGINEERING (SUE)										
Level C/D SUE	8	4	24	40	48	1	2	127		
Utility Coordination Meetings (3 Meetings/Utility Memo)	12	6	24		24	1	2	69		
Utility Conflict Matrix	4	2	26		8			40		
HOURS SUB-TOTALS	24	12	74	40	80	2	4	236	0	
CONTRACT RATE PER HOUR	\$195.00	\$215.00	\$160.00	\$150.00	\$95.00	\$85.00	\$65.00			
TOTAL LABOR COSTS	\$4,680.00	\$2,580.00	\$11,840.00	\$6,000.00	\$7,600.00	\$170.00	\$260.00	\$33,130.00		
% DISTRIBUTION OF STAFFING	10.2%	5.1%	31.4%	16.9%	33.9%	0.8%				
SUBTOTAL (FC130)								\$33,130.00		

SUB PROVIDER NAME: Halff Associates

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	GRADUATE ENGINEER (EIT)	CADD/GIS TECH			TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 161 - DRAINAGE										
H&H Analysis (McNutt Creek - Cross Drainage)	2	30	90	120	20			262		
Storm System Schematic Design	4		20	80	60			164		
HOURS SUB-TOTALS	6	30	110	200	80			426	0	
CONTRACT RATE PER HOUR	\$250.00	\$195.00	\$171.00	\$117.00	\$95.00					
TOTAL LABOR COSTS	\$1,500.00	\$5,850.00	\$18,810.00	\$23,400.00	\$7,600.00			\$57,160.00		
% DISTRIBUTION OF STAFFING	8.6%	42.9%	157.1%	285.7%	114.3%					
SUBTOTAL (FC 164)								\$57,160.00		

TASK DESCRIPTION	PROJECT PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT ENGINEER	GRADUATE ENGINEER (EIT)	CONTRACT ADMIN SPECIALIST			TOTAL LABOR HOURS & COSTS	NO OF DWGS	LABOR HRS PER SHEET
FC 164 - PROJECT MANAGEMENT & ADMINISTRATION										
Project Administration and Management (Oct '19 - Apr '20)		28						28		
Monthly progress reports and invoicing (7 months)		4	7		7			18		
Project coordination meetings (2 meetings)		6	6					12		
Public/Stakeholder Meeting (2 meetings)		4	4	4				12		
HOURS SUB-TOTALS	0	42	17	4	7			70	0	
CONTRACT RATE PER HOUR	\$265.00	\$250.00	\$171.00	\$117.00	\$85.00					
TOTAL LABOR COSTS	\$0.00	\$10,500.00	\$2,907.00	\$468.00	\$595.00			\$14,470.00		
% DISTRIBUTION OF STAFFING	0.0%	60.0%	24.3%	5.7%	10.0%					
SUBTOTAL (FC 164)								\$14,470.00		

DESCRIPTION							TOTAL MH BY FC	TOTAL COSTS BY FC
FC 110 - ROUTE & DESIGN STUDIES							42	\$6,710.00
FC 130 - RIGHT OF WAY DATA							622	\$91,630.00
FC 161 - DRAINAGE							426	\$57,160.00
FC 164 - PROJECT MANAGEMENT & ADMINISTRATION							70	\$14,470.00
SUBTOTAL LABOR EXPENSES							1160	\$169,970.00
OTHER DIRECT EXPENSES	UNIT	# OF UNITS	COST/UNIT					
Courier Service	each	1	\$60.000					\$60.00
Title Commitments			\$3,000.000					\$3,000.00
SUBTOTAL DIRECT EXPENSES								\$3,060.00
SUBCONTRACTS:								
SUBCONTRACT SUB-TOTAL								\$0.00

SUMMARY	
TOTAL COSTS FOR SUB CONSULTANT	\$169,970.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUB CONSULTANT	\$3,060.00
SUBCONTRACTS (includes labor costs and direct expenses)	\$0.00
GRAND TOTAL	\$173,030.00

SUB PROVIDER NAME: SWCA

TASK DESCRIPTION	PRINCIPAL IN CHARGE	SUBJECT MATTER EXPERT PM	SPECIALIST X	SPECIALIST VII	SPECIALIST VI	SPECIALIST V	SPECIALIST IV	SPECIALIST III	SPECIALIST II	SPECIALIST I	ADMIN V	TOTAL LABOR HOURS & COSTS
FC 120 - SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES												
Cultural Resources Investigations		2	6	8		24			32	16	6	94
Threatened and Endangered Species Habitat Assessment and Impact Analysis		2	2			2	24	32	2		1	65
Aquatic Resources Delineation and Report		2	2			2	16	32	2		1	57
Phase I ESA		2		24	16	2	32	4			1	81
Underground Storage Tank Removal Investigations		2	8	28		2			4		1	45
HOURS SUB-TOTALS	0	10	18	60	16	32	72	68	40	16	10	342
CONTRACT RATE PER HOUR	\$275.00	\$205.00	\$171.00	\$131.00	\$119.00	\$109.00	\$99.00	\$89.00	\$79.00	\$67.00	\$89.00	
TOTAL LABOR COSTS	\$0.00	\$2,050.00	\$3,078.00	\$7,860.00	\$1,904.00	\$3,488.00	\$7,128.00	\$6,052.00	\$3,160.00	\$1,072.00	\$890.00	\$36,682.00
% DISTRIBUTION OF STAFFING	0.0%	2.9%	5.3%	17.5%	4.7%	9.4%	21.1%	19.9%	11.7%	4.7%	2.9%	
SUBTOTAL (FC120)												\$36,682.00

TASK DESCRIPTION	PRINCIPAL IN CHARGE	SUBJECT MATTER EXPERT PM	SPECIALIST X	SPECIALIST VII	SPECIALIST VI	SPECIALIST V	SPECIALIST IV	SPECIALIST III	SPECIALIST II	SPECIALIST I	ADMIN V	TOTAL LABOR HOURS & COSTS
FC 164 - PROJECT MANAGEMENT & ADMINISTRATION												
Project Administration and Management		36								16	4	56
HOURS SUB-TOTALS	0	36	0	0	0	0	0	0	0	16	4	56
CONTRACT RATE PER HOUR	\$275.00	\$205.00	\$171.00	\$131.00	\$119.00	\$109.00	\$99.00	\$89.00	\$79.00	\$67.00	\$89.00	
TOTAL LABOR COSTS	\$0.00	\$7,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,072.00	\$356.00	\$8,808.00
% DISTRIBUTION OF STAFFING	0.0%	10.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	4.7%	1.2%	
SUBTOTAL (FC120)												\$8,808.00

DESCRIPTION											TOTAL MH BY FC	TOTAL COSTS BY FC
FC 120 - SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES											342	\$36,682.00
FC 164 - PROJECT MANAGEMENT & ADMINISTRATION											56	\$8,808.00
SUBTOTAL LABOR EXPENSES											342	\$45,490.00
OTHER DIRECT EXPENSES	UNIT	# OF UNITS		COST/UNIT								
Haz-mat Database Search	per search	1		500								\$500.00
Archaeology Curations	each	1		\$300.000								\$300.00
GPS Unit	each per day	3		\$100.00								\$300.00
Support Truck	each per day	1		75								\$75.00
Photoionization Detector	each per day	2		\$80.000								\$160.00
Laboratory Analysis	Samples	21		\$150.00								\$3,150.00
Mileage (18 miles RT x 5 trips)	mile	90		\$0.56								\$50.40
Standard Postage	letter			\$0.49								\$0.00
Photocopies B/W (8 1/2" X 11")	each	550		\$0.10								\$55.00
Photocopies B/W (11" X 17") (AT 30% Submittal)	each	225		\$0.20								\$45.00
												\$0.00
SUBTOTAL DIRECT EXPENSES												\$4,635.40
SUBCONTRACTS:												
SUBCONTRACT SUB-TOTAL												\$0.00

SUMMARY	
TOTAL COSTS FOR SUB CONSULTANT	\$45,490.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUB CONSULTANT	\$4,635.40
SUBCONTRACTS (includes labor costs and direct expenses)	\$0.00
GRAND TOTAL	\$50,125.40

SUB PROVIDER NAME: Concept Development & Planning, LLC (CD&P)

TASK DESCRIPTION	PROJECT MANAGER	SENIOR PUBLIC INVOLVEMENT SPECIALIST	GRAPHIC DESIGN & WEB DEVELOPER	PUBLIC INVOLVEMENT SPECIALIST	JUNIOR PUBLIC INVOLVEMENT SPECIALIST	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
FC 120 - SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES							
PUBLIC INVOLVEMENT & OUTREACH							
Public Meetings (assume 2)							
Meeting logistics	4			8	16		28
Meeting announcements	4	4	8	6	4		26
Meeting materials	6	14	16	14	12		62
Dry run/prep meetings (2)	8	6		6	6		26
Prep, setup, and facilitation of public meetings (2)	10	12		16	20		58
Summary report of input received	6	8	6	8	12		40
Stakeholder Communications & Outreach							
Develop and maintain database				6	8	12	26
Commuincation and outreach with stakeholders	8	16		16	12		52
Coordination, facilitation, and documentation of meetings with stakeholders (up to 8)	16	24		32	24		96
Webpage							
Draft content for webpage	2	2	4		4		12
Update content as necessary		2	4		4		10
HOURS SUB-TOTALS	64	88	38	112	122	12	436
CONTRACT RATE PER HOUR	\$175.00	\$125.00	\$100.00	\$85.00	\$65.00	\$55.00	
TOTAL LABOR COSTS	\$11,200.00	\$11,000.00	\$3,800.00	\$9,520.00	\$7,930.00	\$660.00	\$44,110.00
% DISTRIBUTION OF STAFFING	14.7%	20.2%	8.7%	25.7%	28.0%	2.8%	
SUBTOTAL							\$44,110.00
TASK DESCRIPTION	PROJECT MANAGER	SENIOR PUBLIC INVOLVEMENT SPECIALIST	GRAPHIC DESIGN & WEB DEVELOPER	PUBLIC INVOLVEMENT SPECIALIST	JUNIOR PUBLIC INVOLVEMENT SPECIALIST	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
FC 164 - PROJECT MANAGEMENT & ADMINISTRATION							
Project management, meetings & team coordination	6	4					10
Progress reporting & invoicing	8	12		3			23
HOURS SUB-TOTALS	14	16	0	3	0	0	33
CONTRACT RATE PER HOUR	\$175.00	\$125.00	\$100.00	\$85.00	\$65.00	\$55.00	
TOTAL LABOR COSTS	\$2,450.00	\$2,000.00	\$0.00	\$255.00	\$0.00	\$0.00	\$4,705.00
% DISTRIBUTION OF STAFFING	42.4%	48.5%	0.0%	9.1%	0.0%	0.0%	
SUBTOTAL							\$4,705.00

AGUIRRE-FIELDS, LP
CONTRACT:
WORK AUTHORIZATION: 01

EXHIBIT D
FEE SCHEDULE
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK
OLD SETTLERS EXTENSION

SUB PROVIDER NAME: Concept Development & Planning, LLC (CD&P)

DESCRIPTION						TOTAL MH BY FC	TOTAL COSTS BY FC
FC 120 - SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES						436	\$44,110.00
FC 164 - PROJECT MANAGEMENT & ADMINISTRATION						33	\$4,705.00
SUBTOTAL LABOR EXPENSES						469	\$48,815.00
OTHER DIRECT EXPENSES	UNIT	# OF UNITS	COST/UNIT				
Mileage (30 miles RT x 10 trips)	mile	300	\$0.580				\$174.00
Standard Postage	letter	500	\$0.49				\$245.00
Photocopies B/W (8 1/2" X 11")	each	200	\$0.10				\$20.00
Photocopies B/W (11" X 17")	each	150	\$0.20				\$30.00
Photocopies color (8 1/2" X 11")	each	250	\$0.40				\$100.00
Photocopies color (11" X 17")	each	75	\$0.80				\$60.00
Signage	each	10	\$30.00				\$300.00
Foam boards	each	12	\$70.00				\$840.00
Venue, AV, or misc meeting expense	each	2	\$250.00				\$500.00
Mass Printing & Mailing	each	2	\$250.00				\$500.00
SUBTOTAL DIRECT EXPENSES							\$2,769.00
SUBCONTRACTS:							
SUBCONTRACT SUB-TOTAL							\$0.00

SUMMARY	
TOTAL COSTS FOR SUB CONSULTANT	\$48,815.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUB CONSULTANT	\$2,769.00
SUBCONTRACTS (includes labor costs and direct expenses)	\$0.00
GRAND TOTAL	\$51,584.00

AGUIRRE-FIELDS, LP
CONTRACT:
WORK AUTHORIZATION: 01

EXHIBIT D
FEE SCHEDULE
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK
OLD SETTLERS EXTENSION

SUB PROVIDER NAME: Foresight PEs

TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
FC 110 - ROUTE DESIGN & STUDIES							
GEOTECHNICAL INVESTIGATION & FIELD WORK							
COORDINATE BORING LOCATIONS/DRILLING		1	3				4
FIELD PERSONNEL FOR DRILLING OPERATIONS		2	30				32
SOILS CLASSIFICATION AND LAB ASSIGNMENTS		2	8				10
PREPARE GEOTECHNICAL REPORT	5	16	40				61
PAVEMENT DESIGN	4	9	20				33
REVIEW SIGN & SEAL BORING SHEETS	1		1				2
HOURS SUB-TOTALS	10	30	102	0	0	0	142
CONTRACT RATE PER HOUR	\$203.17	\$142.77	\$90.60			\$65.89	
TOTAL LABOR COSTS	\$2,031.70	\$4,283.10	\$9,241.20	\$0.00	\$0.00	\$0.00	\$15,556.00
% DISTRIBUTION OF STAFFING	7.0%	21.1%	71.8%	0.0%	0.0%	0.0%	
SUBTOTAL (FC110)							\$15,556.00
TASK DESCRIPTION	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER IN TRAINING	SENIOR ENGINEER TECHNICIAN	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
FC 164 - PROJECT MANAGEMENT & ADMINISTRATION							
PROJECT MANAGEMENT AND INVOICING						6	6
HOURS SUB-TOTALS	0	0	0	0	0	6	6
CONTRACT RATE PER HOUR	\$203.17	\$142.77	\$90.60			\$65.89	
TOTAL LABOR COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$395.34	\$395.34
% DISTRIBUTION OF STAFFING	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	
SUBTOTAL (FC 164)							\$395.34

DESCRIPTION						TOTAL MH BY FC	TOTAL COSTS BY FC
FC 110 - ROUTE DESIGN & STUDIES						142	\$15,556.00
FC 164 - PROJECT MANAGEMENT & ADMINISTRATION						6	\$395.34
SUBTOTAL LABOR EXPENSES						148	\$15,951.34

SUB PROVIDER NAME: Foresight PEs

DIRECT EXPENSES	UNIT	# OF UNITS	COST/UNIT				
2 - Bridge Borings @ 70'							
9 - Pavement Borings, 7 @ 10' and 2 @ 15'							
Soil Boring/Rock Coring w/o TCP (<60 ft.)	If	90	\$30.000				\$2,700.00
Soil Boring/Rock Coring with TCP (<60 ft.)	If	120	\$35.000				\$4,200.00
Soil Boring/Rock Coring with TCP (>60 ft.)	If	20	\$40.000				\$800.00
Borehole Grouting - Bentonite Chips	If	230	\$8.000				\$1,840.00
Drill Rig/Crew Mobilization	mile	40	\$5.000				\$200.00
Unconfined Compression Strength (soil)	each	4	\$65.000				\$260.00
Unconfined Compression Strength (rock)	each	0	\$85.000				\$0.00
Soluble Sulfate Content of soils	each	9	\$55.000				\$495.00
Determining Liquid Limit in Soils	each	24	\$42.000				\$1,008.00
Determining Plastic Limit in Soils	each	24	\$42.000				\$1,008.00
Determining the Amount of Material in Soils finer than the 78 micrometer (Minus # 200)	each	24	\$50.000				\$1,200.00
Particle Size Analysis of Soils	each	24	\$70.000				\$1,680.00
Determining the Moisture Content in Soils	each	27	\$13.000				\$351.00
Modified Proctor Test	each	0	\$300.000				\$0.00
Dynamic Cone Penetromter	each	9	\$30.000				\$270.00
Standard Test Method for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils	each	2	\$120.000				\$240.00
Lime Series - Tex-121-E Part 1	each	2	\$350.000				\$700.00
Asphalt Patch	each	2	\$40.000				\$80.00
Mileage	Mile	200	\$0.580				\$116.00
Traffic Control Services, Arrow Boards and Attenuator Trucks - Medium Project (Includes labor, equipment and fuel)	Each	1	\$1,750.000				\$1,750.00
SUBTOTAL DIRECT EXPENSES							\$18,898.00

SUMMARY	
TOTAL COSTS FOR SUB CONSULTANT	\$15,951.34
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUB CONSULTANT	\$18,898.00
SUBCONTRACTS (includes labor costs and direct expenses)	\$0.00
GRAND TOTAL	\$34,849.34

SUB PROVIDER NAME: Kimley Horn

TASK DESCRIPTION	SENIOR PROFESSIONAL II	SENIOR PROFESSIONAL I	PROFESSIONAL	ANALYST	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
FC 110 - ROUTE & DESIGN STUDIES							
TRAFFIC DATA COLLECTION & FIELD RECONNAISSANCE							
COORDINATE WITH SUBCONSULTANT TO OBTAIN TRAFFIC COUNTS		2		4			6
OBTAIN TRAFFIC PROJECTIONS, BACKGROUND TIA FROM CITY		1	3				4
FIELD VISIT		3		3			6
TRAFFIC ENGINEERING & OPERATIONS							
DETERMINE HISTORICAL GROWTH RATE ALONG CR 110		2	4				6
REDISTRIBUTE EXISTING AND PROJECT FUTURE TRAFFIC VOLUMES (3 SCENARIOS)		4	8	10			22
DEVELOP SYNCHRO MODEL & ANALYZE OPERATIONS		3	6	18			27
SIGNAL WARRANT ANALYSIS		3	6	18			27
TECHNICAL MEMO		4	8	15			27
HOURS SUB-TOTALS	0	22	35	68	0	0	125
CONTRACT RATE PER HOUR	\$255.00	\$210.00	\$165.00	\$125.00		\$95.00	
TOTAL LABOR COSTS	\$0.00	\$4,620.00	\$5,775.00	\$8,500.00	\$0.00	\$0.00	\$18,895.00
% DISTRIBUTION OF STAFFING	0.0%	17.6%	28.0%	54.4%	0.0%	0.0%	
SUBTOTAL (FC110)							\$18,895.00

TASK DESCRIPTION	SENIOR PROFESSIONAL II	SENIOR PROFESSIONAL I	PROFESSIONAL	ANALYST	CADD OPERATOR	ADMIN / CLERICAL	TOTAL LABOR HOURS & COSTS
FC 164 - PROJECT MANAGEMENT & ADMINISTRATION							
PREPARE FOR/ATTEND TWO (2) PROGRESS MEETINGS		4	2	2			8
PROJECT COORDINATION, INVOICING, REPORTING		5				2	7
HOURS SUB-TOTALS	0	9	2	2	0	2	15
CONTRACT RATE PER HOUR	\$255.00	\$210.00	\$165.00	\$125.00	\$0.00	\$95.00	
TOTAL LABOR COSTS	\$0.00	\$1,890.00	\$330.00	\$250.00	\$0.00	\$190.00	\$2,660.00
% DISTRIBUTION OF STAFFING	0.0%	60.0%	13.3%	13.3%	0.0%	13.3%	
SUBTOTAL (FC164)							\$2,660.00

AGUIRRE-FIELDS, LP
CONTRACT:
WORK AUTHORIZATION: 01

EXHIBIT D
FEE SCHEDULE
AGUIRRE AND FIELDS, LP

CITY OF ROUND ROCK
OLD SETTLERS EXTENSION

SUB PROVIDER NAME: Kimley Horn

DESCRIPTION						TOTAL MH BY FC	TOTAL COSTS BY FC
FC 110 - ROUTE & DESIGN STUDIES						125	\$18,895.00
FC 164 - PROJECT MANAGEMENT & ADMINISTRATION						15	\$2,660.00
SUBTOTAL LABOR EXPENSES						140	\$21,555.00
DIRECT EXPENSES	UNIT	# OF UNITS	COST/UNIT				
Mileage (18 miles RT x 3 trips)	mile	55	\$0.566				\$31.10
Standard Postage	letter	20	\$0.50				\$10.00
Photocopies B/W (8 1/2" X 11")	each	50	\$0.10				\$5.00
Photocopies B/W (11" X 17") (AT 30% Submittal)	each	30	\$0.20				\$6.00
Plotting (color on bond Exhibits for meetings)(24"x36")	sf	48	\$1.25				\$60.00
Obtain Traffic Counts (Traffic Counts Sub)	each	1	\$1,100.00				\$1,100.00
SUBTOTAL DIRECT EXPENSES							\$1,212.10

SUMMARY	
TOTAL COSTS FOR PRIME ONLY	\$21,555.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR PRIME ONLY	\$1,212.10
GRAND TOTAL	\$22,767.10

EXHIBIT E

Certificates of Insurance

Attached Behind This Page

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/12/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	CONTACT NAME: Erica Eige & Michelle Weweh PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713 490-4700 E-MAIL ADDRESS: erica.eige@usi.com														
INSURED Aguirre & Fields L.P. 7215 New Territory Blvd, Suite 100 Sugar Land, TX 77479	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1572 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 485">INSURER A : Continental Casualty Company</td> <td data-bbox="1433 453 1572 485">20443</td> </tr> <tr> <td data-bbox="816 485 1433 516">INSURER B : Continental Insurance Company</td> <td data-bbox="1433 485 1572 516">35289</td> </tr> <tr> <td data-bbox="816 516 1433 548">INSURER C : Valley Forge Insurance Company</td> <td data-bbox="1433 516 1572 548">20508</td> </tr> <tr> <td data-bbox="816 548 1433 579">INSURER D : Lexington Insurance Company</td> <td data-bbox="1433 548 1572 579">19437</td> </tr> <tr> <td data-bbox="816 579 1433 611">INSURER E :</td> <td data-bbox="1433 579 1572 611"></td> </tr> <tr> <td data-bbox="816 611 1433 634">INSURER F :</td> <td data-bbox="1433 611 1572 634"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B : Continental Insurance Company	35289	INSURER C : Valley Forge Insurance Company	20508	INSURER D : Lexington Insurance Company	19437	INSURER E :		INSURER F :	
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INSURER D : Lexington Insurance Company	19437														
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6075923106	02/10/2019	02/10/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6075923087	02/10/2019	02/10/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			6075923056	02/10/2019	02/10/2020	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6075923073	02/10/2019	02/10/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			031428333	02/07/2019	02/07/2020	\$2,000,000 per claim \$2,000,000 annl aggr.

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

Blanket Additional Insured (all policies except Workers Compensation and Professional Liability) is provided if required by written contract executed prior to a loss, but limited to the operations of the Named Insured per policy forms CNA75079XX 10/16, including completed operations CNA75079XX 10/16 (GL); CA2048 10/13 (Auto); Umbrella Follows Form (CNA88301XX 08/17).

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Round Rock 221 E. Main Street Round Rock, TX 78664-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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DESCRIPTIONS (Continued from Page 1)

Coverage provided on the General and Auto Liability is primary and non-contributory if required by written contract executed prior to a loss.

Blanket Waiver of Subrogation is provided on all policies (including Professional Liability) as required by written contract executed prior to a loss, except as prohibited by law, per policy form CNA75079XX 10/16 (GL); CA0444 10/13 (Auto); WC420304B 06/14 (WC); CNA75504XX 03/15 (UL).

All policies include an endorsement providing that 30 days notice of cancellation, except 10 days notice for non-payment of premium, will be given if required by written contract.

RE: 130 - City of Round Rock.

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:
2020-579480

Date Filed:
01/21/2020

Date Acknowledged:

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

Aguirre & Fields, LP
Sugar Land, TX United States

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

City of Round Rock

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

0199.20202; 00438050

Contract for Engineering Services for the Old Settlers Extension Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Carle, Rick A.	Sugar Land, TX United States	X	
	Christine R., Crosby	Sugar Land, TX United States	X	
	Gribble, Mark D.	Sugar Land, TX United States	X	
	Lee, Roger O.	Sugar Land, TX United States	X	
	Lubitz, David J.	Austin, TX United States	X	
	Aguirre, LLC - General Partner	Sugar Land, TX United States	X	
	Aguirre, Oscar R.	Sugar Land, TX United States	X	

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

My name is Christine R. Crosby, and my date of birth is [REDACTED]

My address is 7215 New Territory Blvd., Suite 100, Sugar Land, TX, 77479, USA
(street) (city) (state) (zip code) (country)

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

Executed in Fort Bend County, State of Texas, on the 21st day of January, 2020
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.14

Title: Consider a resolution removing the monarch designation for a multi-trunk tree located on the site of the proposed Chisholm Trail Development.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Chisholm Trail Tree Survey Full

Department: Planning and Development Services Department

Text of Legislative File 2020-0041

This request, submitted by Ian Dietrich on behalf of David Weekly Homes, will remove the monarch tree designation from a multi-trunk tree on the proposed Chisholm Trail single family condominium site. The de-designation of the tree will allow it to be removed as part of the development process to accommodate a proposed internal drive aisle and home site. If approved by City Council, 151.5 tree inches must be replaced on-site or a fee in the amount of \$22,725 must be paid to the City tree fund.

A total of seventeen (17) monarch trees were originally identified on the site. Two of the 17 have been administratively de-designated based on an analysis of health conditions conducted by the City Arborist and both of those are planned to be removed. Accordingly, fifteen (15) monarch trees in good condition currently exist on-site. In total, fourteen (14) monarch trees will remain on site should City Council approve this request. In accordance with Section 8-18 of the Code of Ordinances, removal of a monarch tree requires City Council to first remove the monarch designation from those trees; all monarch trees are listed below.

#5013 - 36" Live Oak
#5255 - 36" Live Oak
#5502 - 43" Live Oak
#5514 - 41" Live Oak
#5521 - 45" Live Oak
#5551 - 55" Live Oak
#5552 - 36" Live Oak
#8072 - 40" Live Oak

#8079 - 50" Live Oak
#8082 - 46" Live Oak
#8083 - 38" Live Oak *De-designated
#8094 - 45" Live Oak
#8105 - 37" Live Oak
#8106/8107 - 50.5" Live Oak *Requested for removal
#8108 - 43" Live Oak
#8110 - 36" Live Oak
#8113 - 39" Live Oak *De-designated

Note: measurements are the diameter of the trunk at four and a half feet above ground level. The critical root zone of Tree #8106/8107 is within the proposed private drive aisle and will have to be physically removed. The developer intends to preserve the remaining 14 trees in addition to their desire to preserve approximately 50 other protected trees larger than twenty (20) inches.

It is the purpose of the Code to preserve and incorporate the city's oldest growth trees into development projects. Planning and Development Services staff have a well-established record of working with developers in designing around these unique, uncommon trees while exercising flexibility to ensure development goals are met. In this case the developer has worked diligently with staff to navigate the various constraints and requirements and has managed to preserve many of the oldest and largest trees on-site. It is also important to note that this site has more known monarch trees than any other site of comparable size in the City. Staff does not oppose the removal of the monarch tree identified above.

RESOLUTION NO. R-2020-0041

WHEREAS, Zoning and Development Code, Chapter 8, Article III, Sec. 8.18, Code of Ordinances (2018 Edition), designates certain trees in the City as Monarch Trees, and

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

WHEREAS, Ian Dietrich has submitted a request on behalf of the owner Weekley Homes, LLC to remove the monarch designation for a multi-trunk tree numbered 8106 and 8107 located on the site of the proposed Chisholm Trail Development, as described on Exhibit “A”, Now Therefore

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

That the monarch designation for the multi-trunk tree numbered 8106 and 8107 located on the site of the proposed Chisholm Trail Development as shown on Exhibit “A”, is hereby removed.

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

RESOLVED this 13th day of February, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.15

Title: Consider a resolution expressing no objection to the creation of an affordable multi-family housing development located at 150 Mays Crossing Drive.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Resolution, Vicinity Map, Aerial Photo

Department: Planning and Development Services Department

Text of Legislative File 2020-0042

This resolution, stating the City Council does not object to the application for funding assistance from RGC Ventures and RGC Multifamily, LLC, is required by State law for the project to be constructed using financing, in part, by equity generated from low-income housing tax credits issued by the Texas Department of Housing and Community Affairs. The subject property is currently zoned as the PUD (Planned Unit Development) No. 9 zoning district which allows for multi-family use. RGC Ventures and RGC Multifamily, LLC, represented by Dan Rigney, propose a maximum of 245 units in the development.

RESOLUTION NO. R-2020-0042

WHEREAS, RGC Ventures, LLC (the "Applicant") propose a development for affordable multi-family housing (the "Affordable Housing") that will be located at 150 Mays Crossing Drive in the City of Round Rock, Williamson County, Texas; and

WHEREAS, the Affordable Housing is in the jurisdiction of the City of Round Rock; and

WHEREAS, the Applicant proposes to apply for financing for the Affordable Housing, including Low Income Housing Tax Credits ("Tax Credits") from the Texas Department of Housing and Community Affairs ("TDHCA"); and

WHEREAS, the City of Round Rock has conducted a public hearing to take testimony with regard to the Affordable Housing, Now Therefore

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

SECTION ONE. The City of Round Rock has received notice and information from the Applicant with regard to the Affordable Housing in accordance with Texas Government Code § 2306.67071(a).

SECTION TWO. The City of Round Rock has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns it may have about the Affordable Housing.

SECTION THREE. The City of Round Rock has conducted a public hearing at which public comment may be made in accordance with Texas Government Code § 2306.67071(b) and, after due consideration of the information provided by the Applicant and the comments from the public, the City of Round Rock does not object to the Applicant's application for Tax Credits to TDHCA.

SECTION FOUR. This Resolution shall become effective immediately upon its passage. Sara L. White, City Clerk, is hereby authorized, directed, and empowered to certify these resolutions to TDHCA.

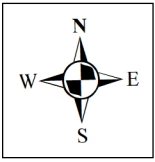
The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were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

RESOLVED this 13th day of February, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

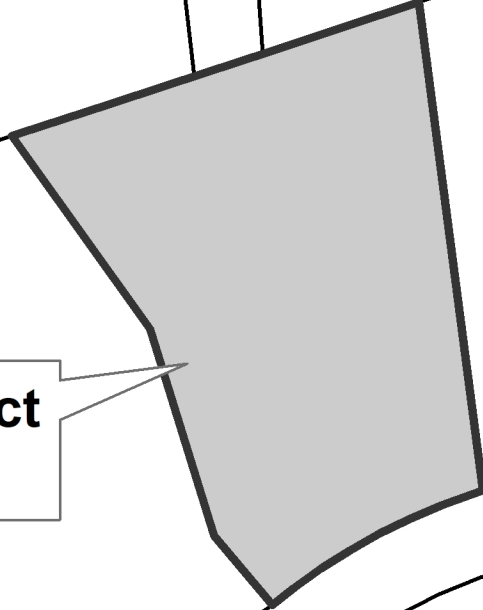


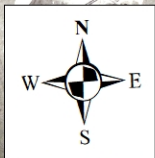
Mandell St

S Mays St

Mays Crossing Dr

**Subject Tract
2.75 ac.**





Mandell St

S Mays St

Mays Crossing Dr

Subject Tract
2.75 ac.





City of Round Rock

Agenda Item Summary

Agenda Number: G.16

Title: Consider a resolution authorizing the Mayor to execute a Development Agreement with RGC Ventures, LLC regarding an affordable multi-family housing development located at 150 Mays Crossing Drive.

Type: Resolution

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Form 1295, Vicinity Map, Aerial Photo

Department: Planning and Development Services Department

Text of Legislative File 2020-0043

This development agreement with RGC Ventures and RGC Multifamily, LLC states that the City does not object to their application for low-income housing tax credits issued by the Texas Department of Housing and Community Affairs, with the stipulation that the developer agrees to build affordable workforce housing in compliance with the terms of this agreement. These terms include: an agreement not to pursue any tax exemptions or abatements for the project; paying any required City impact fees; and the exterior building material standards will meet or exceed the regulations established in the PUD (Planned Unit Development) No. 9 zoning district.

A total of 245 dwelling units are proposed, consisting of 64 studio units, 150 one bedroom units and 30 two bedroom units. These units measure, in square feet, 600, 825 and 1,035 square feet in size respectively. By law the project must provide housing to individuals earning an overall average of 60% of the area median income, but with income averaging, a significant number of those earning up to 80% of median income can be accommodated. There will be no market rate units offered.

RESOLUTION NO. R-2020-0043

WHEREAS, RGC Ventures, LLC (“Developer”) is proposing to build an affordable housing development (“Project”) at 150 Mays Crossing Drive in the City of Round Rock (“City”); and

WHEREAS, the City and Developer desire to enter into a Development Agreement to identify the responsibilities of the Developer and the City in regards to the development of such a Project, Now
Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City the attached Development Agreement, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 13th day of February, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

DEVELOPMENT AGREEMENT

This Development Agreement ("the Agreement") is made by and between the CITY OF ROUND ROCK, TEXAS, (the "City") and RGC VENTURES, LLC, (the "Developer") on this 13th day of February, 2020.

RECITALS

WHEREAS, Developer is proposing to build an affordable housing development (the "Project") at 150 Mays Crossing in the City of Round Rock, Williamson County, Texas, as shown in Exhibit "A", attached hereto; and

WHEREAS, the Developer proposes to apply for financing for the Project, specifically Low Income Housing Tax Credits ("Tax Credits") from the Texas Department of Housing and Community Affairs ("TDHCA"); and

WHEREAS, pursuant to Section 2306.67071 of the Texas Government Code, the Developer has provided notice to the City of its intent to file for Tax Credits with TDHCA; and

WHEREAS, the City has held a public hearing regarding the Project as required by Section 2306.67071; and

WHEREAS, pursuant to Section 2306.67071, after due consideration of the information provided by the Developer, the City must decide whether to accept or object to the Developers application for Tax Credits to the TDHCA.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

1. Recitals. The City hereby finds that the Recitals stated above are true and correct.
2. No Objections. Subject to the conditions stated herein, the City hereby approves Developer's application for Tax Credits with the TDHCA.

3. Developer's Obligations. The Developer, in consideration for the City's approval as stated above, agrees to the following:

(a) Developer, its successors and assigns, agree to develop the Property pursuant to all the requirements of Ordinance No. O-2018-5966, also known as PUD No. 9. In addition, Developer, its successors and assigns agree that any exterior finish of any portion of an open parking deck structure shall consist of masonry, stone, simulated stone or brick. The façade shall be screened from view by landscaping, including but not limited to berms and plant materials.

(b) Developer, its successors and assigns, agree that up to 244 individual units may be constructed on the Property, consisting of a maximum of 30 two bedroom units measuring approximately 1,020 square feet in size, with the remainder consisting of studio units measuring approximately 580 square feet in size and one bedroom units measuring approximately 700 square feet in size. No three bedrooms units will be allowed. Any deviations from the above-cited square footage numbers must be approved by the City prior to construction.

(c) The Developer, its successors and assigns, agree to not pursue any tax exemptions or abatements for the project.

(d) The Developer agrees to pay any required impact fees, as provided for in the Round Rock Code of Ordinances.

ARTICLE II

1. No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership of joint venture among parties. Neither party shall have any authority to act on behalf of the other party under any circumstances.

2. Notice of Bankruptcy. In the event Developer files for bankruptcy, whether involuntarily or voluntary, Developer shall provide written notice to the City within three (3) business days of such event.

3. Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement

4. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If Intended for the City:

City of Round Rock, Texas
Attention: Laurie Hadley
City Manager
221 E. Main Street
Round Rock, Texas 78664

With a copy to:

City of Round Rock, Texas
Attention: Steve Sheets
City Attorney
309 E. Main Street
Round Rock, Texas 78664

If intended for the Developer:

RGC Ventures, LLC
Attn: Dan Rigney
4003 Crest Cove
Round Rock, Texas 78681

5. Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this agreement. There is no collateral oral or written agreement between parties that in any matter relates to the subject matter of this Agreement.
6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning the Agreement shall be in Williamson County, Texas.
7. Amendment. This Agreement may only be amended by the mutual written agreement of the parties.
8. Severability. In the event one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal invalid or unenforceable a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
9. Assignment. This Agreement may not be assigned without the written consent of the City.
10. Authorized to Bind. The persons who execute their signatures to this Agreement and any certifications related to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.
11. Counterparts. This Agreement may execute in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
12. Default. If Developer, its successors or assigns, fail to comply with any of the terms and conditions of this Agreement, including but not limited to pursuance of tax exemptions or

abatements as referenced in Section I.3.(c) above, this failure shall be an act of default. In the event of default, City reserves the right to utilize all available remedies under law and equity.

Executed on this _____ day of _____, 2020.

[Signatures on the following page.]

DEVELOPER:

RGC VENTURES, LLC

By: _____

Its: _____

CITY:

ROUND ROCK, TEXAS

By: _____

Craig Morgan, Mayor

Attest:

Sara White, City Clerk

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on _____, 2020,
by Craig Morgan, Mayor of the City of Round Rock, Texas, on behalf of said city.

Notary Public, State of Texas

My Commission expires: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on _____, 2020
by _____, _____ of RGC VENTURES, LLC, on behalf
of said limited liability company.

Notary Public, State of Texas

My Commission expires: _____

After recording, return to:

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

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:
2020-585002

Date Filed:
02/05/2020

Date Acknowledged:

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

RGC Ventures
Round Rock, TX United States

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

City of Round Rock

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

000000

Development Agreement

[illegible]

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

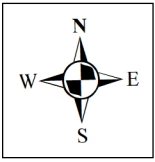
My name is Van Kichen, and my date of birth is _____.

My address is 4003 Crest Cv. Round Rock TX 78681 USA
(street) (city) (state) (zip code) (country)

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

Executed in Kountze, Williamson County, State of Texas, on the 3rd day of Feb., 2000.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

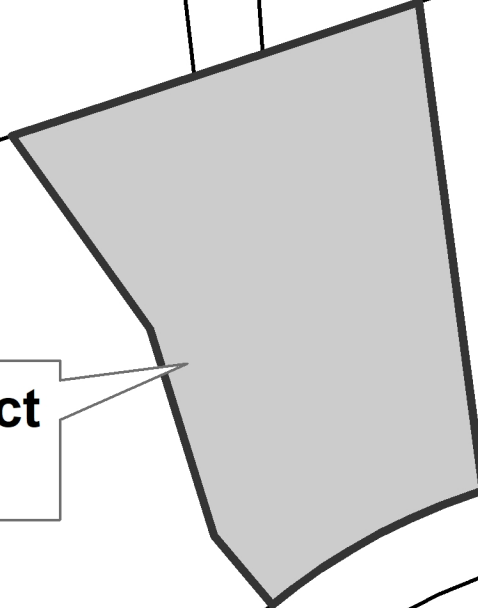


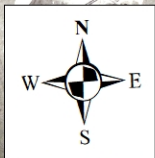
Mandell St

S Mays St

Mays Crossing Dr

**Subject Tract
2.75 ac.**





Mandell St

S Mays St

Mays Crossing Dr

Subject Tract
2.75 ac.





City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider an ordinance vacating, abandoning, and closing a 20-foot-wide alleyway in the Round Rock Original Plat, located between N. Lampasas Street and N. Sheppard Street. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A, Vicinity Map, Aerial Exhibit Map

Department: Planning and Development Services Department

Text of Legislative File 2020-0044

The City is in the process of designing a library on the downtown block bounded by E. Liberty Avenue, E. Austin Avenue, N. Lampasas Street and N. Sheppard Street. The block, which is part of the Round Rock Original Plat, contains alley right-of-way between N. Lampasas St. and N. Sheppard St. This alley must be vacated in order to construct the library. Utility providers have reviewed the proposed vacation and have no objections.

ORDINANCE NO. O-2020-0044

AN ORDINANCE VACATING, ABANDONING, AND CLOSING A STREET AND/OR ALLEYWAY IN BLOCK 36 OF THE ROUND ROCK ORIGINAL PLAT, WITHIN THE CITY OF ROUND ROCK, TEXAS, PURSUANT TO SECTION 311.007, TEXAS TRANSPORTATION CODE, V.A.T.S., PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, Section 311.007, Transportation Code, V.A.T.S., allows a home-rule municipality to vacate, abandon, or close a street or an alley; and

WHEREAS, the City of Round Rock desires to vacate, abandon, and close an alleyway situated in Block 36 of the Round Rock Original Plat, as depicted in Exhibit "A,"

Now Therefore

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

I.

That the alleyway situated in Block 36 of the Round Rock Original Plat, as depicted in Exhibit "A," said exhibit attached hereto and made a part of this ordinance, be hereby vacated, abandoned and closed, insofar as the right, title, or easement of the public is concerned.

II.

That the abandonment provided herein shall extend only to the public right, title, or easement in and to the tracts of land described in Paragraph I of this ordinance for the purpose of using same as a street or alley, and shall be construed only to pertain to that interest the governing body of the City of Round Rock may legally and lawfully abandon. Nothing in this ordinance shall be construed to abandon or otherwise affect

the interest of the City of Round Rock or the public in easements within the subject area related to public utilities and storm water drainage facilities. The City of Round Rock retains an easement for any existing public utilities and storm water drainage facilities located within the alleyway.

III.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this _____ day of _____, 2020.

Alternative 2.

READ and **APPROVED** on first reading this the _____ day of _____, 2020.

READ, APPROVED and **ADOPTED** on second reading this the _____ day of _____, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT 'A'



Alley Release

Application Information Sheet

Submit to Planning & Development Services Department (PDS)
301 W. Bagdad, Ste. 210 | Round Rock, Tx 78664 | 512-218-5428

Subdivision Name: ROUND ROCK ORIGINAL PLAT

Original Alley Record Information Cabinet/Slide or Document #: 1951000190

Property & Legal Description

Tax Appraisal Dist. ID# (s): R071502, R071503, R071505, R071501, R071500, R071499, R071498, R071497

Subdivision: ROUND ROCK ORIGINAL PLAT

Phase: N/A Section: N/A Block: 36 Lot: 1, 2, 3, 4, 5, 6 & 7, 8, 10

- OR -

Survey Name & Abstract #: _____

To be released: Square feet: 5,357.15 SQUARE FEET Acres: 0.123 ACRES

Owner Information

Name: CITY OF ROUND ROCK Title: _____

Firm name (if applicable): CITY OF ROUND ROCK

Firm address: 221 E MAIN ST. ROUND ROCK, TEXAS 78664

Ph: 512-671-2753 Email: _____

Applicant/Agent Contact Information

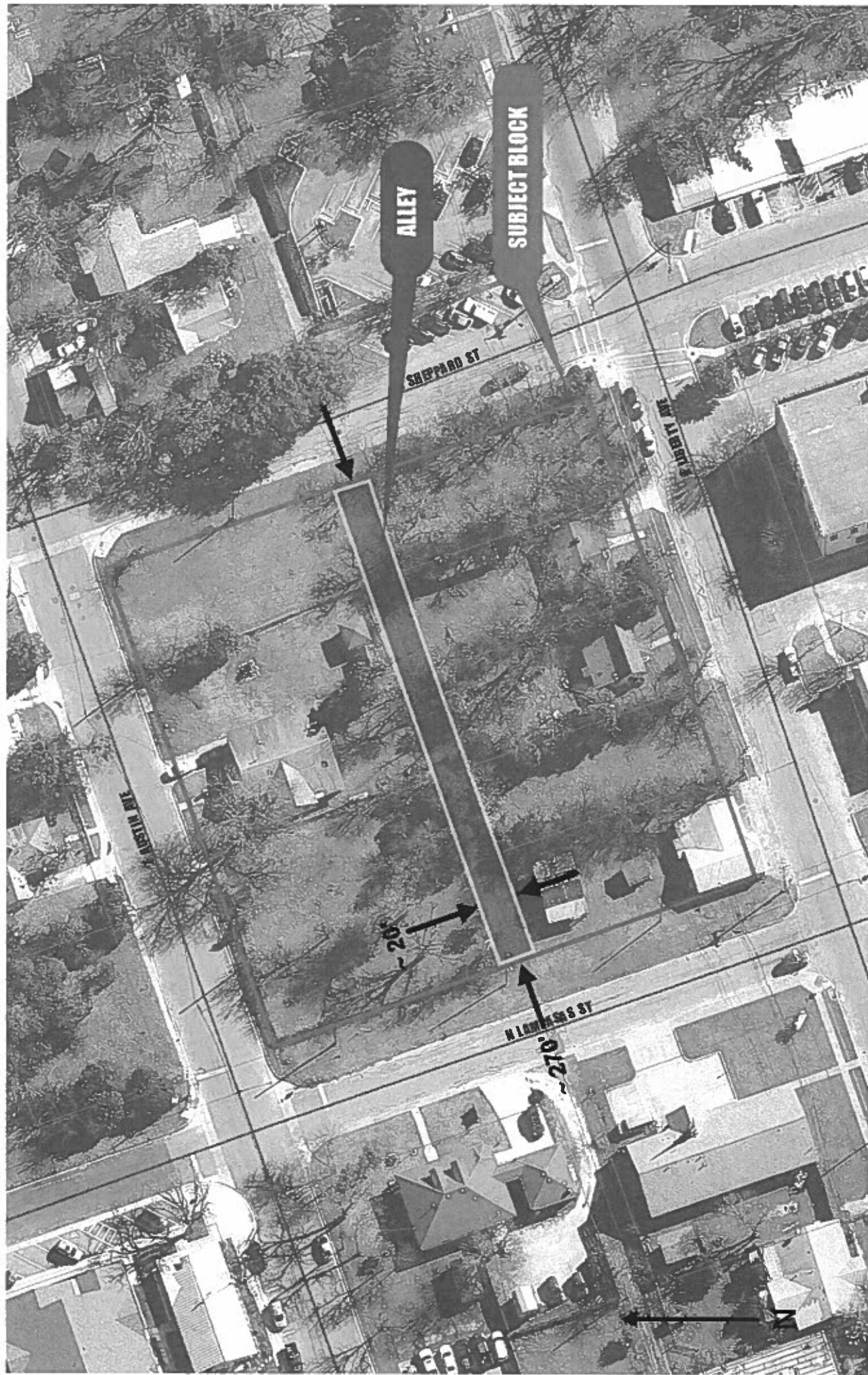
Name: CHAD MCDOWELL Title: GENERAL SERVICES DIRECTOR

Firm name (if applicable): _____

Firm address: 212 COMMERCE BLVD ROUND ROCK, TEXAS 78664

Ph: 512-671-2753 Email: anaik@roundrocktexas.gov

Staff use Only Application No: _____ Date: _____

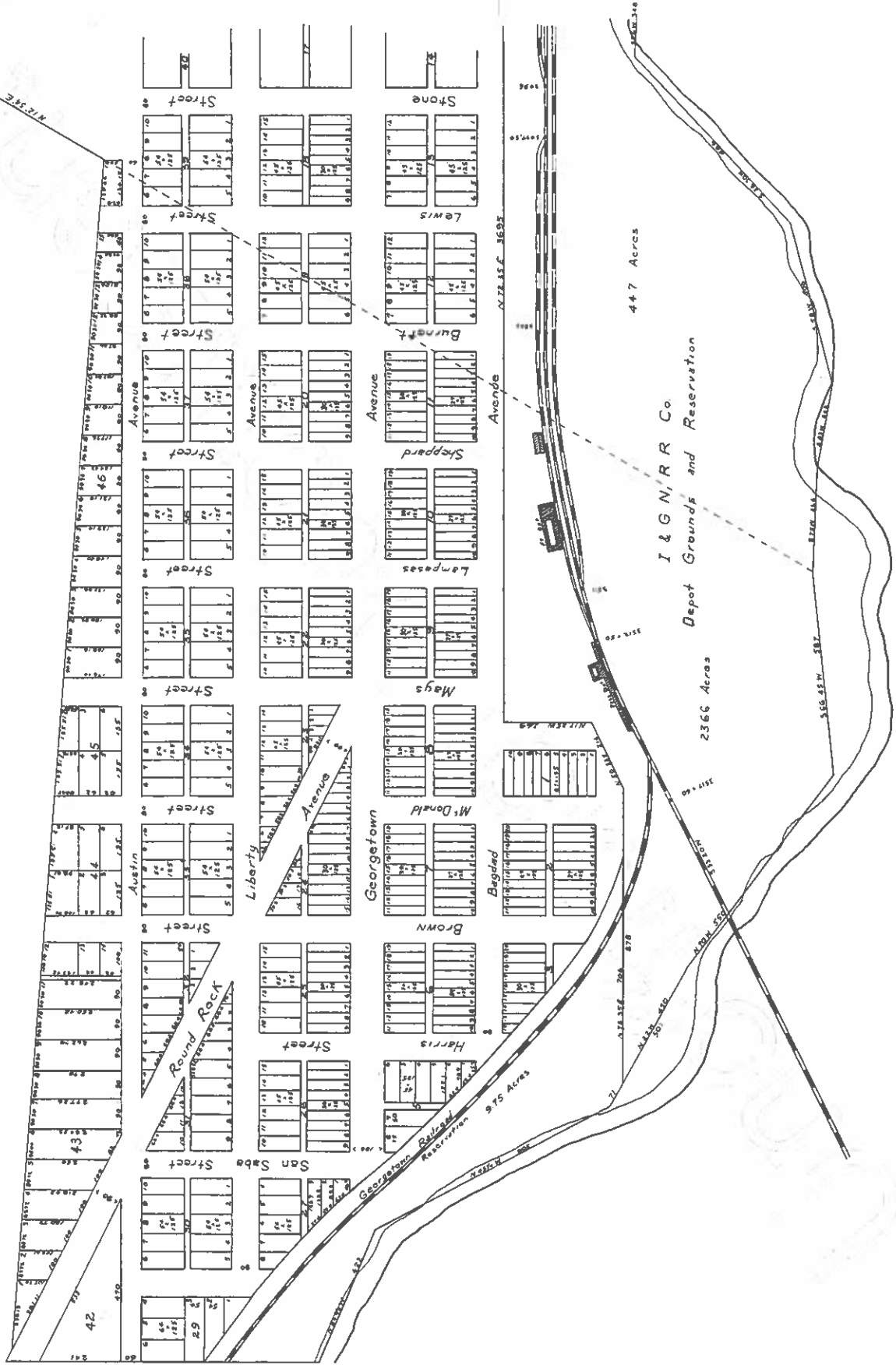


CABINET A SLIDE 190

ROUND ROCK
Williamson Co.
Texas

TEXAS LAND COMPANY

Scale 200 feet - inch
Set of records of town
Map of 308 Wiley Harris
Survey - 125-28/100 Acres.



I, Sidney Ferris, a Licensed State Land Surveyor of Texas, do hereby certify that during the month of August, 1951, I did transcribe onto this plat and foregoing pages, the plat that is of record in Vol. 25, Pages 314-315 Deed Records of Williamson County, Texas, and this transcription is true and correct to the best of my knowledge and belief.

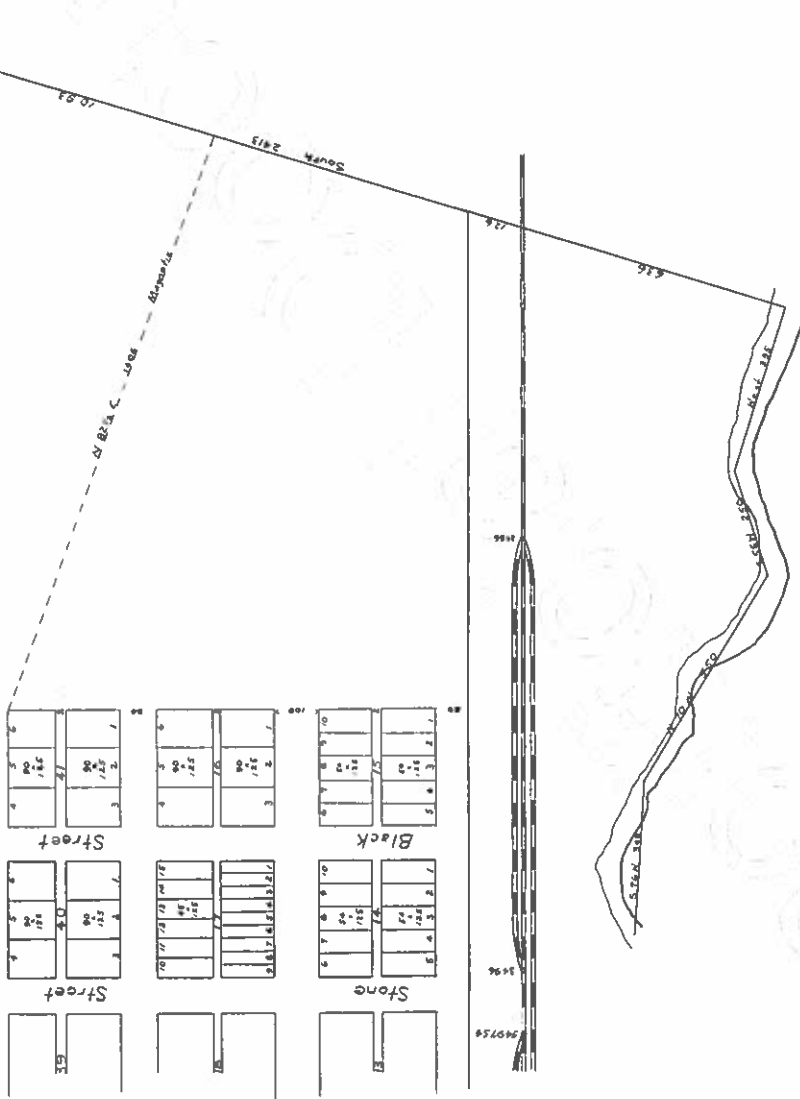
Sidney Ferris
Licensed State Land Surveyor
of Texas.

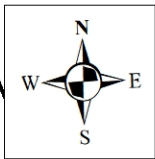
THE STATE OF TEXAS)
COUNTY OF WILLIAMSON)

I, DICK CERVENKA, Clerk of the County Court of Williamson County, Texas, do hereby certify that the foregoing PLAT, on this and preceding page, contains and constitutes a true and correct transcription of plat recorded in Volume 25, Pages 314-315, Deed Records of Williamson County, Texas, and that such transcription has been carefully compared and verified by me and my sworn deputies in accordance with the provisions of Article 6594 Title 114, of the Revised Civil Statutes of Texas, 1948.

TO CERTIFY WHICH, Witness my hand and official seal of office at Georgetown, Texas, this the 15 day of August, A. D. 1951.

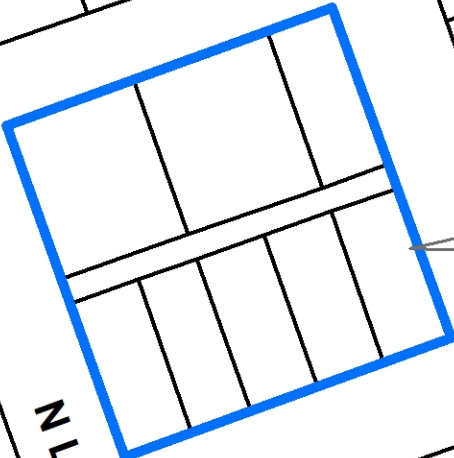
Dick Cervenka
Clerk, County Court,
Williamson County, Texas.





N Ways St

E Austin Ave



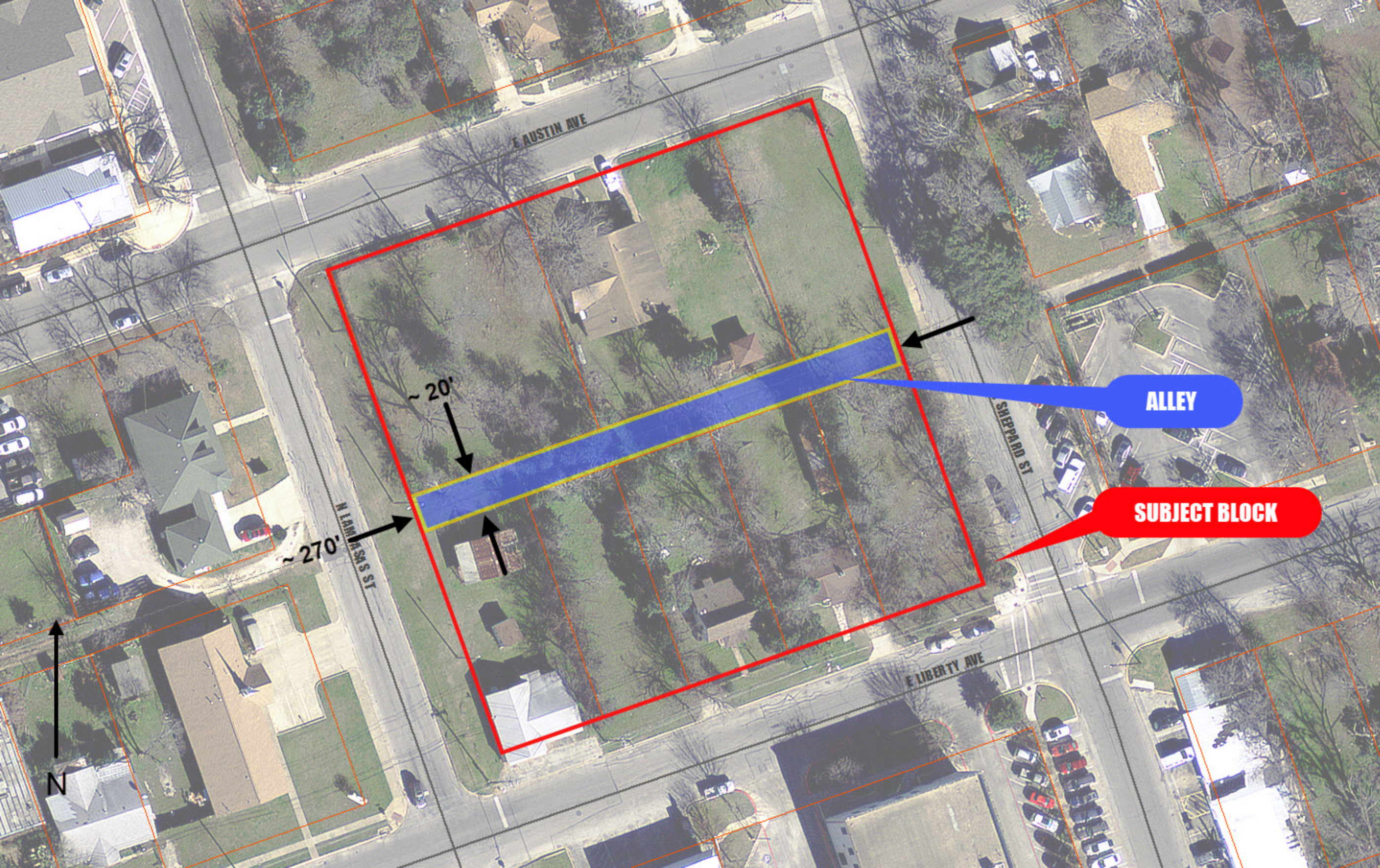
**Future Library
Location**

N Lampasas St

Current
Library

E Main St

City
Hall



E AUSTIN AVE

SHEPARD ST

E LIBERTY AVE

N LAMAR ST

N

~ 270'

~ 20'

ALLEY

SUBJECT BLOCK



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

Title: Consider the appointment of a representative and alternate representative to the CAMPO Technical Advisory Committee (TAC).

Type: Appointment

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director:

Cost:

Indexes:

Attachments: 2019 TAC Roster_Updated_11.7.2019, Guide for Appointing TAC Members

Department: City Clerk's Office

Text of Legislative File TMP-1242

Currently Gary Hudder (Primary) and Gerald Pohlmyer (Alternate) serve on this committee and we are requesting that they are reappointed for another term. Attached is a guide for appointments, well as current TAC roster from CAMPO.



2019 TECHNICAL ADVISORY COMMITTEE

City of Austin

Robert Spillar - *Primary Member*
Eric Bollich - *Alternate*

Cole Kitten - *Primary Member*
Tien-Tien Chan - *Alternate*

Stevie Greathouse - *Primary Member*
(Vacant) - *Alternate*

City of Cedar Park

Tom Gdala - *Primary Member*
Darwin Marchell - *Alternate*

City of Georgetown

Ray Miller, Jr. - *Primary Member*
(Vacant) - *Alternate*

City of Leander

(Vacant) - *Primary Member*
(Vacant) - *Alternate*

City of Pflugerville

Trey Fletcher - *Primary Member*
Emily Barron - *Alternate*

City of Round Rock

Gary Hudder - *Primary Member*
Gerald Pohlmeyer - *Alternate*

City of San Marcos

Laurie Moyer - *Primary Member*
Rohit Vij - *Alternate*

Capital Metro

(Vacant) - *Primary Member*
(Vacant) - *Alternate*

Capital Area Rural Transportation System

David Marsh - *Primary Member*
Lyle Nelson - *Alternate*
Ed Collins - *Alternate*

Central Texas Regional Mobility Authority

Justin Word - *Primary Member*
Mike Sexton - *Alternate*

Texas Department of Transportation

Marisabel Ramthun - *Primary Member*
Brandon Marshall - *Alternate*

Bastrop County

Julia Cleary - *Primary Member*
Carolyn Dill - *Alternate*

Bastrop County (Smaller Cities)

Amy Miller - *Primary Member*
Jerry Palady - *Alternate*

Burnet County

Greg Haley - *Primary Member*
Herb Darling - *Alternate*

Burnet County (Smaller Cities)

Mike Hodge - *Chair*
Caleb Kraenzel - *Alternate*

Caldwell County

Will Conley - *Primary Member*
Commissioner Ed Theriot - *Alternate*

Caldwell County (Smaller Cities)

Dan Gibson - *Primary Member*
(Vacant) - *Alternate*

Hays County

Jerry Borcharding - *Primary Member*
(Vacant) - *Alternate*

Hays County (Smaller Cities)

Howard Koontz - *Primary Member*
David Fowler - *Alternate*

Travis County

Charlie Watts - *Primary Member*
Cathy Stephens - *Alternate*

Travis County (Smaller Cities)

Amy Pattillo - *Primary Member*
Alex Amponsah - *Alternate*

Williamson County

Bob Daigh - *Primary Member*
Anna Lan - *Alternate*

Williamson County (Smaller Cities)

Sally McFeron - *Primary Member*
Samuel Ray - *Alternate*

GUIDE FOR APPOINTMENTS TO THE TECHNICAL ADVISORY COMMITTEE

The Technical Advisory Committee (TAC) serves as an advisory group to the Transportation Policy Board (TPB). The TPB relies on the TAC to review technical information provided by the CAMPO staff or other relevant organizations to support the development of the Long-Range Plan, the 10-Year Program of Projects required by House Bill 20, and the Transportation Improvement Program. The TPB expects the TAC to provide recommendations to the TPB on a slate of transportation projects and activities upon completion of their review of all relevant technical information.

In order to ensure that the TAC functions as intended, it is important that each member jurisdiction of the TPB appoint TAC members and alternates that have the knowledge, experience, and responsibility to represent them. A TAC appointee and their alternate should hold a college degree and have substantial experience in civil engineering or transportation planning. Each TAC appointee and their alternate should also be a senior member of the organization and should have the level of responsibility to encumber public funds on behalf of the appointing jurisdiction. Most importantly, the TAC appointee and their alternate should have direct responsibility for the development and implementation of transportation projects.

Please find below a guide that may be used when considering the appointment of a TAC member. The guide gives some indication as to the level of responsibility a TAC appointee and their alternate should hold in their organization. The guide is not an exhaustive list. Ideally, a TAC appointee and their alternate will fall into one of the job titles (or a title closely equivalent) below:

Cities (All Categories – Smaller Cities, Between 50,000 & 500,000, Above 500,000)

- ☐ City Manager or Assistant City Manager
- ☐ Director and/or Assistant Director of Public Works
- ☐ Director and/or Assistant Director of Transportation
- ☐ Director and/or Assistant Director of Planning

Counties

- ☐ County Engineer or Assistant County Engineer
- ☐ Director of Infrastructure, Public Works or Transportation

Transportation Organizations

- ☐ Director or Assistant Director
- ☐ Organizational Lead for Engineering or Planning



City of Round Rock

Agenda Item Summary

Agenda Number: K.1

Title: Consider Executive Session as authorized by §551.087 Government Code, related to deliberation of an offer of a financial or other incentive to business prospects that seek to locate or re-locate inside the City of Round Rock.

Type: Executive Session

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director:

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-1243



City of Round Rock

Agenda Item Summary

Agenda Number: K.2

Title: Consider Executive Session as authorized by §551.074 Government Code, related to the evaluation of the City Manager.

Type: Executive Session

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-1244



City of Round Rock

Agenda Item Summary

Agenda Number: L.1

Title: Consider discussion and/or possible action related to the evaluation of the City Manager.

Type: Action Relative to Executive Session

Governing Body: City Council

Agenda Date: 2/13/2020

Dept Director:

Cost:

Indexes:

Attachments:

Department: City Clerk's Office

Text of Legislative File TMP-1245