



City of Round Rock

City Council

Meeting Agenda

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

Thursday, October 8, 2020

6:00 PM

City Council Chambers, 221 East Main St.

SPECIAL NOTE:

Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting will be held in person and by video conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of COVID-19.

Some Council Members will be present in the City Council chambers while others will attend via Zoom video conferencing. Members of the public are able to speak during Citizen Communication or a public hearing by attending the meeting in person in the City Council chambers, however those members of the public that do not want to attend the meeting in person are able to speak via videoconferencing by visiting www.roundrocktexas.gov and registering ahead of time via the link provided in the calendar entry for this meeting.

This meeting can also be viewed live online at www.roundrocktexas.gov/tv, or on Spectrum Channel 10 and U-Verse Channel 99.

- 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.

E. STAFF PRESENTATIONS:

- E.1 [Consider a presentation and department update from Sports Management and Tourism.](#)

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 [Consider approval of the minutes for the September 24, 2020 City Council meeting.](#)
- F.2 [Consider a resolution authorizing the Mayor to execute Service Agreements with Motorola Solutions, Inc. for maintenance and support of dispatch radio consoles, towers and Aviat microwave services.](#)
- F.3 [Consider a resolution authorizing the Mayor to execute an Agreement with Casco Industries, Inc. for the purchase of public safety and firehouse supplies and equipment.](#)
- F.4 [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Partners Remodeling, Waterproofing, and Restoration for the Clay Madsen Recreation Center Restroom Project.](#)
- F.5 [Consider a resolution authorizing the Mayor to execute an Agreement with Progressive Commercial Aquatics, Inc. for the purchase of swimming pool chemicals, supplies and equipment.](#)
- F.6 [Consider a resolution authorizing the Mayor to execute an Agreement with Hach Company for the purchase of water quality testing equipment, supplies and chemicals.](#)

G. RESOLUTIONS:

- G.1 [Consider a resolution authorizing the Mayor to execute a Joint Election Agreement with Travis County and participating entities for the November 3, 2020 General and Special Elections.](#)
- G.2 [Consider a resolution authorizing the Mayor to execute an Agreement with ESO Solutions, Inc. for Report Management System Services for the Fire Department.](#)
- G.3 [Consider a resolution authorizing the City Manager to issue a Purchase Order to Rescue Intellitech, Inc. for the purchase of a Solo Rescue Self-Contained Breathing Apparatus Decon Washer and Accessories.](#)
- G.4 [Consider a resolution authorizing the Mayor to execute an Agreement with Austin Armature Works, LP for Water Treatment Plant facilities pump and motor maintenance and repair services.](#)
- G.5 [Consider a resolution authorizing the Mayor to execute a Contract with Control Panels USA, Inc. for the Communications and Water Treatment Plant Control Improvements Project.](#)

G.6 [Consider a resolution determining the necessity and authorizing the use of the City's power of eminent domain to acquire fee simple title to 0.148-acre tract of land from property owned by MSF Round Rock - L, LLC, required for the proposed Gattis School Road Improvement \(Phase 3\) Project.](#)

G.7 [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Randall's Food & Drugs, LP for the purchase of a 0.351-acre tract of land required for construction of Gattis School Road \(Phase 3\) project.](#)

H. ORDINANCES:

H.1 [Consider an ordinance changing the name of a portion of E. Bagdad Avenue to McNeil Road. \(First Reading\)*](#)

H.2 [Consider an ordinance designating the intersections of Main Street and Georgetown Street and McNeil Road and Burnet Street as all-way stop intersections. \(First Reading\)\(Requires Two Readings\)](#)

H.3 [Consider an ordinance amending Chapter 42, Section 42-129, Code of Ordinances \(2018 Edition\) to authorize a temporary construction speed zone on a portion of the IH-35 northbound frontage road from Grand Avenue Parkway to SH 45N. \(First Reading\)\(Requires Two Readings\)](#)

H.4 [Consider public testimony regarding, and an ordinance rezoning 0.27 acres of land located at the northeast corner of McNeil Road and N. Lewis Street from the MU-L \(Mixed-Use Limited\) zoning district to the MU-2 \(Mixed-Use Downtown Medium Density\) zoning district. \(First Reading\)*](#)

H.5 [Consider an ordinance amending the City of Round Rock Design and Construction Standards-Drainage Criteria Manual, Section 2-Determination of Storm Runoff. \(Second Reading\)](#)

H.6 [Consider an ordinance amending the Zoning and Development Code Chapter 4, Article VII, Section 4-88, Code of Ordinances \(2018 Edition\) regarding Subdivision and Addition Plats. \(Second Reading\)](#)

I. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

J. EXECUTIVE SESSION:

J.1 [Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property to wit: 500 N. Mays Street.](#)

J.2 [Consider Executive Session as authorized by §551.087, Government Code, related to consultation with the City Attorney regarding potential legal issues with the Economic Development Program Agreement with Crow Group Series, LLC.](#)

K. 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 2nd day of October 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 and department update from Sports Management and Tourism.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 10/8/2020

Dept Director: Chad McKenzie, Sports Management and Tourism Director

Cost:

Indexes:

Attachments:

Department: Sports Management and Tourism

Text of Legislative File TMP-1979



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the September 24, 2020 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 10/8/2020

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 092420 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-1971



City of Round Rock

Meeting Minutes

City Council

Thursday, September 24, 2020

SPECIAL NOTE:

Pursuant to the March 16, 2020 proclamation issued by Governor Abbott, this meeting was held in person and by video conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of COVID-19.

City Council members were present in the City Council chambers. Members of the public were able to speak during citizen communication or a public hearing by attending the meeting in person in the City Council chambers or via Zoom videoconferencing. This meeting was able to be viewed live online at www.roundrocktexas.gov/tv, or on Spectrum Channel 10 and U-Verse Channel 99.

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on Thursday, September 24, 2020 in the City Council chambers located at 221 E. Main Street. Mayor Morgan called the meeting to order at 6:24 PM.

ROLL CALL

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

Absent: 0

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

There were no citizens wishing to speak at this meeting.

Items H.1 and G.10 were taken out of order.

H.1 [2020-0268](#)

Consider public testimony regarding, and an ordinance rezoning 46.28 acres located at the southeast corner of E. Palm Valley Boulevard and N. Mays Street from the SF-2 (Single-Family - Standard Lot) zoning district to the PUD (Planned Unit Development) No. 122 zoning district. (First Reading)*

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

Mayor Morgan opened the hearing for public testimony.

There being none, the public hearing was closed.

A motion was made by Mayor Pro-Tem Baese, seconded by Council Member Peckham, to approve the Ordinance. The motion passed by the following vote:

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

Nays: 0

Absent: 0

A motion was made by Council Member Flores, seconded by Council Member Baker, to dispense with the second reading and adopt the Ordinance. The motion passed by the following vote:

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

Nays: 0

Absent: 0

G.10 [2020-0267](#)

Consider a resolution authorizing the Mayor to execute an Easement Agreement with the Henna Family required for a portion of the Brushy Creek regional hike and bike trail.

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

A motion was made by Mayor Pro-Tem Baese, seconded by Council Member Peckham, to approve the Resolution. The motion passed by the following vote:

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

Nays: 0

Absent: 0

The Mayor returned to regular order.

STAFF PRESENTATIONS:

- E.1** [TMP-1889](#) Consider a presentation and department update from Utilities and Environmental Services.

Michael Thane, Utilities and Environmental Services Director made the presentation to the City Council.

CONSENT AGENDA:

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

Approval of the Consent Agenda:

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

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

Nays: 0

Absent: 0

- F.1** [TMP-1942](#) Consider approval of the minutes for the September 10, 2020 City Council meeting.
This item was approved on the Consent Agenda.

- F.2** [2020-0259](#) Consider a resolution authorizing the Mayor to execute an Agreement with Tom Loftus, Inc. dba Austin Turf and Tractor for the purchase of John Deere

agricultural equipment parts and repair services.

This item was approved on the Consent Agenda.

RESOLUTIONS:

G.1 [2020-0257](#)

Consider a resolution authorizing the Mayor to execute an Agreement with Ingram Library Services LLC for the purchase of publications, audiovisual materials, books, textbooks, and ancillary services for the Library.

Michelle Cervantes, Library Director made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, seconded by Council Member Young, to approve the Resolution. The motion passed by the following vote:

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

Nays: 0

Absent: 0

G.2 [2020-0258](#)

Consider a resolution determining that Competitive Sealed Proposal is the delivery method which provides the best value for the Public Library Project.

Chad McDowell, General Services Director made the staff presentation.

A motion was made by Council Member Peckham, seconded by Council Member Young, to approve the Resolution. The motion passed by the following vote:

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

Nays: 0

Absent: 0

G.3 [2020-0260](#)

Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with Raba Kistner, Inc. for Construction Material Testing Services for the University Boulevard Reconstruction Project.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Council Member Baker, seconded by Council Member Young, to approve the Resolution. The motion passed by the following vote:

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

Nays: 0

Absent: 0

G.4 [2020-0261](#)

Consider a resolution authorizing the Mayor to execute a Possession and Use Agreement with Market Plaza, LLC for a 0.064-acre tract of land required for construction of Gattis School Road Segment 6 Project.

Gary Hudder, Transportation Director made the staff presentation.

A motion was made by Council Member Montgomery, seconded by Council Member Peckham, to approve the Resolution. The motion passed by the following vote:

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

Nays: 0

Absent: 0

G.5 [2020-0262](#)

Consider a resolution approving the proposed BCRUA Operating Budget for Fiscal Year 2021.

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

A motion was made by Council Member Flores, seconded by Mayor Pro-Tem Baese, to approve the Resolution. The motion passed by the following vote:

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

Nays: 0

Absent: 0

G.6 [2020-0263](#)

Consider a resolution authorizing the Mayor to execute an Agreement with Benmark Supply Company Inc. for the manufacturing of flanged meter spool/pup joints.

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

A motion was made by Council Member Young, seconded by Council Member Flores, to approve the Resolution. The motion passed by the following vote:

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

Nays: 0

Absent: 0

G.7 [2020-0264](#)

Consider a resolution authorizing the City Manager to issue a Purchase Order to Precision Pump Systems for the purchase of a submersible pump for the Brushy Creek Regional Wastewater Treatment Plant.

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

A motion was made by Council Member Peckham, seconded by Council Member Young, to approve the Resolution. The motion passed by the following vote:

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

Nays: 0

Absent: 0

G.8 [2020-0265](#)

Consider a resolution authorizing the Mayor to execute a Standard Form of Agreement between Owner and Contractor with SKE Construction, LLC for the Kensington Place A/C Waterline Replacement Project.

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

A motion was made by Council Member Flores, seconded by Council Member Young, to approve the Resolution. The motion passed by the following vote:

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

Nays: 0

Absent: 0

G.9 [2020-0266](#)

Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with K Frieze & Associates, Inc. for the Sam Bass Road 48-Inch Water Transmission Line Project.

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

A motion was made by Council Member Peckham, seconded by Council Member Young, to approve the Resolution. The motion passed by the following vote:

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

Nays: 0

Absent: 0

ORDINANCES:

H.2 [2020-0271](#)

Consider an ordinance amending the City of Round Rock Design and Construction Standards-Drainage Criteria Manual, Section 2-Determination of

Storm Runoff. (First Reading)*

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

A motion was made by Mayor Pro-Tem Baese, seconded by Council Member Young, to approve the first reading the Ordinance. The motion passed by the following vote:

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

Nays: 0

Absent: 0

H.3 [2020-0269](#)

Consider an ordinance amending the Zoning and Development Code Chapter 4, Article VII, Section 4-88, Code of Ordinances (2018 Edition) regarding Subdivision and Addition Plats. (First Reading)*

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

A motion was made by Council Member Peckham, seconded by Council Member Montgomery, to approve the first reading the Ordinance. The motion passed by the following vote:

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

Nays: 0

Absent: 0

H.4 [2020-0270](#)

Consider public testimony regarding, and an ordinance amending Zoning and Development Code, Chapter 8, Article X, Division 9, Section 8-144, Code of Ordinances (2018 Edition) by adopting the 2020 Edition of the National Electrical Code. (First Reading)*

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

Mayor Morgan opened the hearing for public testimony.

There being none, the public hearing was closed.

A motion was made by Mayor Pro-Tem Baese, seconded by Council Member Young, to approve the Ordinance. The motion passed by the following vote:

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

Nays: 0

Absent: 0

A motion was made by Council Member Flores, seconded by Council Member Peckham, to dispense with the second reading and adopt the Ordinance. The motion passed by the following vote:

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

Nays: 0

Absent: 0

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

EXECUTIVE SESSION:

- J.1** [TMP-1957](#) Consider Executive Session as authorized by §551.087, Government Code, related to consultation with the City Attorney regarding potential legal issues with the Economic Development Program Agreement with Crow Group Series, LLC.

The City Council recessed to Executive Session. Mayor Morgan called the meeting to order at 8:15 PM and adjourned it at 8:35 PM.

The Council reconvened to regular session with no action taken.

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 8:37 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 Service Agreements with Motorola Solutions, Inc. for maintenance and support of dispatch radio consoles, towers and Aviat microwave services.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/8/2020

Dept Director: Allen Banks, Police Chief

Cost: \$131,395.90

Indexes: General Fund

Attachments: Resolution, Exhibit A

Department: Police Department

Text of Legislative File 2020-0272

The Round Rock Police Department uses the Motorola 'NICE' software package to record emergency and non-emergency phone calls received by the Communications Section. The Aviat portion of the renewal provides for the annual support and maintenance of the Department's microwave system, which provides connectivity to the county radio system's prime site.

These agreements extend the existing service plans through September 30, 2021 and will be renewed annually.

Aviat Agreement - \$9,800.00

NICE Agreement - 126,173.77

Cost: \$131,395.90

Source of Funds: General Fund

RESOLUTION NO. R-2020-0272

WHEREAS, the City of Round Rock (“City”) desires to purchase maintenance and support of dispatch radio consoles and towers and Aviat microwave services; and

WHEREAS, Houston-Galveston Area Council (“HGAC”), acting as the agent for various local governmental entities who are “End Users” under Interlocal Agreements, including the City, has solicited proposals for radio communications equipment, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, Motorola Solutions, Inc. is an approved vendor of HGAC pursuant to Contract #RA05-18 for radio communications equipment; and

WHEREAS, the City desires to purchase maintenance and support services for dispatch radio consoles and towers and for Aviat microwave services from Motorola Solutions, 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 Services Agreements with Motorola Solutions, Inc., a copy of said agreements 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 8th day of October, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

0112.20202; 00455961

**EXHIBIT****"A"****SERVICE AGREEMENT**

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1260403
Contract Number: USC000007503
Contract Modifier: R09-OCT-2020

Date: 08/25/2020

Company Name: ROUND ROCK POLICE DEPT

Attn:

Billing Address: 2701 N MAYS

City, State, Zip: ROUND ROCK , TX, 78665

Customer Contact:

Phone:

Required P.O. :

Customer # : 1012664935

Bill to Tag # :

Contract Start Date : 01-Oct-2020

Contract End Date : 30-Sep-2021

Anniversary Day : Sep 30th

Payment Cycle : ANNUALLY

PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0127A	NICE GOLD PACKAGE	\$48,825.00
	SVC01SVC0335A	NETWORK PREVENTIVE MAINT-LEVEL 1	\$2,643.00
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$7,720.53
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	\$35,199.69
	SVC01SVC0033A	ASTRO NETWORK SECURITY MONITORING	\$0.00
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$4,452.08
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$2,226.04
	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	\$25,107.43
		Subtotal - Recurring Services	\$10,514.48
		Subtotal - One-Time Event Services	\$0.00
		Total	\$10,514.48
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

Agreement as per HGAC RA05-18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1260403
Contract Number: USC000007503
Contract Modifier: R09-OCT-2020

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : ROUND ROCK POLICE DEPT
Contract Number : USC000007503
Contract Modifier : R09-OCT-2020
Contract Start Date : 01-Oct-2020
Contract End Date : 30-Sep-2021



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1260403
Contract Number: USC000007503
Contract Modifier: R09-OCT-2020

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1260403
Contract Number: USC000007503
Contract Modifier: R09-OCT-2020

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1260403
Contract Number: USC000007503
Contract Modifier: R09-OCT-2020

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1260403
Contract Number: USC000007503
Contract Modifier: R09-OCT-2020

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



MOTOROLA SOLUTIONS

**EXHIBIT
"A"**

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1260404
Contract Number: USC000008713
Contract Modifier: R11-OCT-2020

Date: 08/25/2020

Company Name: ROUND ROCK, CITY OF

Attn:

Billing Address: 3300 GATTIS SCHOOL RD

City, State, Zip: ROUND ROCK , TX, 78664

Customer Contact:

Phone:

Required P.O. :

Customer # : 1012673283

Bill to Tag # :

Contract Start Date : 01-Oct-2020

Contract End Date : 30-Sep-2021

Anniversary Day : Sep 30th

Payment Cycle : ANNUALLY

PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	\$9,800.00
		Subtotal - Recurring Services	\$816.67
		Subtotal - One-Time Event Services	\$0.00
		Total	\$816.67
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

Agreement as per HGAC RA05-18

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1260404
Contract Number: USC000008713
Contract Modifier: R11-OCT-2020

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : ROUND ROCK, CITY OF
Contract Number : USC000008713
Contract Modifier : R11-OCT-2020
Contract Start Date : 01-Oct-2020
Contract End Date : 30-Sep-2021



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1260404
Contract Number: USC000008713
Contract Modifier: R11-OCT-2020

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1260404
Contract Number: USC000008713
Contract Modifier: R11-OCT-2020

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1260404
Contract Number: USC000008713
Contract Modifier: R11-OCT-2020

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1260404
Contract Number: USC000008713
Contract Modifier: R11-OCT-2020

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



City of Round Rock

Agenda Item Summary

Agenda Number: F.3

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Casco Industries, Inc. for the purchase of public safety and firehouse supplies and equipment.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/8/2020

Dept Director: Robert Isbell, Fire Chief

Cost: \$600,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Fire Department

Text of Legislative File 2020-0274

This is a blanket agreement with Casco Industries, Inc. for various fire and rescue equipment carried on the fire apparatus. This Allows us to secure pricing for the term of the agreement without being committed for a specific amount. The equipment purchased under the agreement is for firefighting or rescue tool replacement or upgrades.

Cost: \$600,000

Source of Funds: General Fund

RESOLUTION NO. R-2020-0274

WHEREAS, the City of Round Rock (“City”) desires to purchase public safety and firehouse supplies and equipment; 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, Casco Industries, Inc. is an approved vendor of Buy Board; and

WHEREAS, the City desires to purchase said goods and services from Casco Industries, Inc. through Buy Board, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Public Safety and Firehouse Supplies and Equipment with Casco Industries, 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 8th day of October, 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 PUBLIC SAFETY AND FIREHOUSE SUPPLIES
AND EQUIPMENT
WITH
CASCO INDUSTRIES, INC.**

THE STATE OF TEXAS

CITY OF ROUND ROCK

**COUNTY OF WILLIAMSON
COUNTY OF TRAVIS**

§
§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

This Agreement is for the purchase of public safety and firehouse supplies and equipment, and is referred to herein as the "Agreement." This Agreement is made and entered into on this the ____ day of the month of _____, 2020, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 E. Main St, Round Rock, Texas 78664, referred to herein as the "City," and CASCO INDUSTRIES, INC., whose offices are located at 607 West 62nd Street, Shreveport, Louisiana 71108, referred to herein as "Vendor." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase public safety and firehouse supplies and equipment; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract #603-20; and

WHEREAS, City desires to purchase certain goods and services from Vendor through Buy Board as set forth herein; and

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

NOW, THEREFORE, WITNESSETH:

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

1.0 DEFINITIONS

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

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

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

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

E. **Vendor** means Casco Industries, Inc., or any successors or assigns.

2.0 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 or extended as provided herein.

B. This Agreement shall expire on March 31, 2023.

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

3.0 SCOPE OF WORK

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

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

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

4.0 COSTS

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

B. The City shall is authorized to pay the Vendor an amount not-to-exceed **Six Hundred Thousand and No/100 Dollars (\$600,000.00)** for the term of this Agreement.

5.0 INVOICES

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

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

6.0 NON-APPROPRIATION AND FISCAL FUNDING

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

7.0 PROMPT PAYMENT POLICY

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

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

8.0 GRATUITIES AND BRIBES

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

9.0 TAXES

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

10.0 INSURANCE

Vendor shall meet all City of Round Rock insurance requirements set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

11.0 CITY'S REPRESENTATIVE

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

Robert Isbell
Fire Department Chief
203 Commerce Blvd.
Round Rock, TX 78664
(512) 218-6630
risbell@roundrocktexas.gov

12.0 DEFAULT

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

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

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

B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or

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

13.0 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.

14.01 INDEMNIFICATION

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

15.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

16.0 ASSIGNMENT AND DELEGATION

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

17.0 NOTICES

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

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

Casco Industries, Inc.
607 West 62nd Street
Shreveport, Louisiana
71108

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

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

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

18.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

19.0 EXCLUSIVE AGREEMENT

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

20.0 DISPUTE RESOLUTION

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

21.0 SEVERABILITY

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

22.0 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. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, 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.

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

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

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

Casco Industries, Inc.

By: Chancy Bizzell
Printed Name: Chancy Bizzell
Title: Central TX Sales Rep
Date Signed: 8-18-20

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

Exhibit "A"

City of Round Rock, Texas
Price Sheet
Casco Industries Inc
BuyBoard Contract 603-20

The City of Round Rock would like to enter into a contract with Casco Industries Inc. per the terms of Buy Board Contract 603-20. The City intends to purchase from this contract public safety and firehouse supplies and equipment in an estimated annual amount not to exceed \$600,000.

Contract Term: Effective from date of execution and will expire on 03/31/2023, per the terms of BuyBoard Contract No. 603-20

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

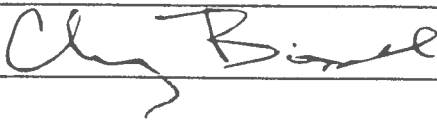
Section I: Equipment, Products and Supplies

Item #	Short Description	Full Description	State Percent (%) of Discount of Catalog/Price List	State Name of Catalog/Price List	Exceptions to Discount
8	Discount (%) Off Catalog/Price List for Thermal Imaging Equipment	Please state the (%) off catalog/price list for Thermal Imaging Equipment. Catalog/Price List MUST be included or proposal will not be considered.	5%	MSA Safety Catalog & website	current promotion through Dec 4th 2020 not on Buyboard... discount listed only shows Buyboard
9	Discount (%) Off Catalog/Price List for Flashlights, Batteries, and related items	Please state the (%) off catalog/price list for Flashlights, Batteries, and related items. Catalog/Price List MUST be included or proposal will not be considered.	Night Stick-40% Streamlight 50%	Streamlight catalog & Night Stick website	Again % showing is buyboard only
19	Discount (%) Off Catalog/Price List for Public Safety Uniforms, Rainwear, Jackets, Footwear and Accessories	Please state the (%) off catalog/price list for Public Safety Uniforms, Rainwear, Jackets, Footwear and Accessories. Catalog/Price List MUST be included or proposal will not be considered.	Lion- 35% Proper- 16% VF workwear workrite-15%		

Section II: Firehouse Supplies and Equipment

Item #	Short Description	Full Description	State Percent (%) of Discount of Catalog/Price List	State Name of Catalog/Price List	Exceptions to Discount
30	Discount (%) Off Catalog/Price List for Breathing Apparatus	Please state the (%) off catalog/price list for Breathing Apparatus. Catalog/Price List MUST be included or proposal will not be considered.	MSA-15%		CASCO also Sole Source in Texas
31	Discount (%) Off Catalog/Price List for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags	Please state the (%) off catalog/price list for Protective Clothing and Rescue Gear including Protective Boots, Helmets and Gear Bags. Catalog/Price List MUST be included or proposal will not be considered.	ESS-28% GLOBE Footgear- 20% thorogood- 25% techtrade Protect 8 gloves- 10% PGI- 22% Veridian- 32% firecraft hansen- 20%		GLOBE- CASCO Sole Source in Texas
32	Discount (%) Off Catalog/Price List for Turnout Gear	Please state the (%) off catalog/price list for Turnout Gear. Catalog/Price List MUST be included or proposal will not be considered.	GLOBE ATHLETIX- 25% GLOBE GEAR- 25%	GLOBE Catalog & website	CASCO- Sole Source in Texas
33	Discount (%) Off Catalog/Price List for Nomex Station Uniforms	Please state the (%) off catalog/price list for Nomex Station Uniforms. Catalog/Price List MUST be included or proposal will not be considered.	Lion- 35% Proper- 16% VF workwear workrite-15%		
36	Discount (%) Off Catalog/Price List for Portable Lighting Equipment	Please state the (%) off catalog/price list for Portable Lighting Equipment. Catalog/Price List MUST be included or proposal will not be considered.	Night Stick-40% Streamlight 50% Akron Brass-40%		
38	Discount (%) Off Catalog/Price List for Fire Extinguisher Rescue Equipment	Please state the (%) off catalog/price list for Fire Extinguisher Rescue Equipment. Catalog/Price List MUST be included or proposal will not be considered.	Genesis- 10% Council Tools- 35% Flame Fighter- 25% NUPLA- 36%		
39	Discount (%) Off Catalog/Price List for Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories	Please state the (%) off catalog/price list for Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories. Catalog/Price List MUST be included or proposal will not be considered.	Same as above		
40	Discount (%) Off Catalog/Price List for Gas Detection Devices	Please state the (%) off catalog/price list for Gas Detection Devices. Catalog/Price List MUST be included or proposal will not be considered.	MSA-20%		
41	Discount (%) Off Catalog/Price List for Fire Hose and Nozzles	Please state the (%) off catalog/price list for Fire Hose and Nozzles. Catalog/Price List MUST be included or proposal will not be considered.	Elkhart-41% Akron Brass-40% BullDog 40% North American 35% harrington- 46% Kochek-40% Crestar 20% C&S Supply35%		

Exhibit "A"

42	Discount (%) Off Catalog/Pricelist for Fire Extinguishers and Fire Fighting Foam	Please state the (%) off catalog/pricelist for Fire Extinguishers and Fire Fighting Foam. Catalog/Pricelist MUST be included or proposal will not be considered.	Chemguard-55% verde Microblaze-35%		
43	Discount (%) Off Catalog/Pricelist for Fire Fighting Training Materials and Equipment	Please state the (%) off catalog/pricelist for Fire Fighting Training Materials and Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.	Blast mask- 25%		
44	Discount (%) Off Catalog/Pricelist for Other Firehouse Equipment and Supplies	Please state the (%) off catalog/pricelist for All Other Firehouse Equipment and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.	Groves Ready rack-11% Hale portable pump-25% harrington- 45% Husky portable contain- 30% hydrovent- 20% RamAir gear dryer-5% Rice hydro-20% TEMPEST- 29% South Park- 27%		
45	Discount (%) Off Catalog/Pricelist for Firehouse Equipment Repair Parts	Please state the (%) off catalog/pricelist for Firehouse Equipment Repair Parts. Catalog/Pricelist MUST be included or proposal will not be considered.	Bauer compressor parts-12% Hale parts-5% MSA parts-10%		
Section V: Installation and Repair Service					
55	Not to Exceed Hourly Labor Rate for Installation/Repair Service of Firehouse Equipment and Products	Hourly Labor Rate for Installation/Repair Service of Firehouse Equipment and Products - State the Not to Exceed hourly labor rate for Installation/Repair Service of Firehouse Equipment and Products.	\$95.00 /Hour		
<p>Information Only: The City of Round Rock reserves the right to order other products from the attached MSRP Sheet per the discounts quoted in BuyBoard Contract #603-20.</p>					
COMPANY NAME:		CASCO Industries			
SIGNATURE OF AUTHORIZED REPRESENTATIVE					
PRINTED NAME		Chancy Bizell			
PHONE NUMBER		512 848-9971			
EMAIL ADDRESS:		cbizell@cascoindustries.com			

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-670230

Date Filed:
09/22/2020

Date Acknowledged:

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

Casco Industries, Incorporated
Grand Prairie, 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.

524-17
Public Safety and Firehouse Supplies and Equipment

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 Chancy Bizzell, and my date of birth is [REDACTED].

My address is 1517 W CARRIER PKWY 118, GRAND PRAIRIE, TX, 75050, US.
(street) (city) (state) (zip code) (country)

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

Executed in DALLAS County, State of TEXAS, on the 22 day of SEPTEMBER, 2020.
(month) (year)

Chancy Bizzell

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.4

Title: Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with Partners Remodeling, Waterproofing, and Restoration for the Clay Madsen Recreation Center Restroom Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/8/2020

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$9,475.00

Indexes: 2017 General Obligation Bonds

Attachments: Resolution, Exhibit A

Department: Parks and Recreation Department

Text of Legislative File 2020-0275

This item will authorize the Mayor to execute a change order with Partners Remodeling, Restoration & Waterproofing for the CMRC Restroom Project. Although the electrical service provided with the CMRC Soccer Field project was designed to accommodate the future power needs of a prefab restroom, PARD ultimately purchased a different restroom, which will require a transformer to support. Irrigation for this area was originally included in the scope of another project, but had to be removed because the restroom had not been installed. Minor changes in the field required additional sidewalk and cast iron boots to meet ADA requirements. The length of the electrical conduit was less than included in the bid so the contractor issued a credit. The CMCR Soccer Field Project included developing the vacant land next to the Clay Madsen Recreation Center to provide two full-size soccer fields and additional parking. In order to better serve the customer, PARD purchased a prefabricated restroom facility.

The original contract value was \$42,516.75 and this change order pushes the total contract value over \$50,000, so it is required to be approved by Council.

Cost: \$9,475.00

Source of Funds: 2017 General Obligation Bonds

RESOLUTION NO. R-2020-0275

WHEREAS, the City of Round Rock has previously entered into a contract (“Contract”) with Partners Remodeling, Restoration and Waterproofing for the Clay Madsen Recreation Center Restroom Project, and

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

WHEREAS, it has been determined that it is necessary to adjust/change the quantities in said Contract in accordance with the attached Quantity Adjustment/Change Order No. 1, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City, Quantity Adjustment/Change Order No. 1 to the Contract with Partners Remodeling, Restoration and Waterproofing for the Clay Madsen Recreation Center Restroom Project, a copy of said quantity adjustment/change order being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 8th day of October, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT "A"



Contract Quantity Adjustment/Change Order

rev, 01/16

Department:	23000		
Project Name:	Clay Madsen Recreation Center Restroom Project	Date:	9/10/20
City Project ID Number		Change Order/Quantity Adjustment No.	1
Vendor	Partners Remodeling, Restoration & Waterproofing	3219 Harpers Ferry Lane Austin, TX 78745	512-825-3950
	Company Name	Address	Phone No.

Justification

Electrical service provided during the construction of the new soccer fields was designed to accommodate the future power needs of a prefab restroom. However, PARD ended up purchasing a different prefab restroom than the one designed for, which will require a transformer to support. Irrigation for this area was originally included in the scope of another project, but had to be removed because the restroom had not yet been installed. Minor changes in the field necessitated the addition of cast iron boots over clean outs and additional sidewalk to meet ADA requirements. Contractor issued credit for not having to trench as much as anticipated for electrical conduit.

SUMMARY

	Amount	% Change
Original Contract Price:	\$42,516.75	
Previous Quantity Adjustment(s):	\$0.00	
This Quantity Adjustment:	\$0.00	
Total Quantity Adjustment(s):	\$0.00	
Total Contract Price with Quantity Adjustment(s):	\$42,516.75	
Previous Change Order(s):	\$0.00	0%
This Change Order:	\$9,475.00	22%
Total Change Order(s) To Date:	\$9,475.00	22%
Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]:	\$51,991.75	
Difference between Original and Adjusted Contract Prices:	\$9,475.00	
Original Contract Time:	45 days	
Time Adjustment by previous Quan. Adj./Change Order:	none	
Time Adjustment by this Quan. Adj./Change Order:	none	
New Contract Time:	45 days	

Submitted for Approval

Prepared By:		Rachel Morris, Park Development Specialist, CORR	9/10/2020
	Signature	Printed Name, Title, Company	Date

Approvals

Contractor:		DANIEL BESA PRISM CO. OWNER	9/10/20
	Signature	Printed Name, Title, Company	Date
City Project Manager:		Rachel Morris, Park Dev. Spec. CORR	9/10/2020
	Signature	Printed Name, Title	Date
Mayor/City Manager			
	Signature	Printed Name, Title	Date

Project Name: Clay Madsen Recreation Center Restroom Project

Quan. Adj./Change Order No.: 1

Change Order Data						
Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
1	Purchase & install new transformer	LS	1	\$4,200.00	\$4,200.00	0
2	Install irrigation around new restroom	LS	1	\$4,200.00	\$4,200.00	0
3	Install 4 additional cast iron boot over cleanouts	LS	1	\$1,000.00	\$1,000.00	0
4	Install additional sidewalk to meet ADA	LS	1	\$825.00	\$825.00	0
5	Credit for not trenching entire electrical conduit	LS	1	-\$750.00	-\$750.00	0
				TOTALS:	\$9,475.00	0

rev, 01/16

Quan. Adj./Change Order No.: 1

[illegible]

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-671211

Date Filed:
09/23/2020

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.

CMRC Restroom
Install pre fab restroom on new pad

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. ☐

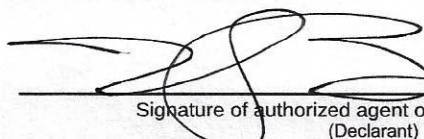
6 UNSWORN DECLARATION

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

My address is 3219 HARRIS FERRY W, 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 23 day of 9, 2020.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.5

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Progressive Commercial Aquatics, Inc. for the purchase of swimming pool chemicals, supplies and equipment.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/8/2020

Dept Director: Rick Atkins, Parks and Recreation Director

Cost: \$420,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Parks and Recreation Department

Text of Legislative File 2020-0276

This council item will authorize the Mayor to execute an agreement with Progressive Commercial Aquatics, Inc. to allow the Aquatics Division to purchase essential chemicals and pump room/attraction supplies to operate the City's Aquatics venues: Rock'N River Water Park, Micki Krebsbach Pool, Lake Creek Pool, Clay Madsen Recreation Center Pool, and the Prete Plaza fountain, utilizing the existing Buy Board Contract #613-20.

Cost: \$420,000.00

Source of Funds: General Fund

RESOLUTION NO. R-2020-0276

WHEREAS, the City of Round Rock (“City”) desires to purchase swimming pool chemicals, supplies and equipment; 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, Progressive Commercial Aquatics, Inc. is an approved vendor of Buy Board; and

WHEREAS, the City desires to purchase said goods and services from Progressive Commercial Aquatics, Inc. through Buy Board, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Swimming Pool Chemicals, Supplies and Equipment with Progressive Commercial Aquatics, 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 8th day of October, 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 SWIMMING POOL CHEMICALS,
SUPPLIES AND EQUIPMENT
WITH
PROGRESSIVE COMMERCIAL AQUATICS, INC.**

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 swimming pool chemicals, supplies and equipment, and for related goods (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**, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and **PROGRESSIVE COMMERCIAL AQUATICS, INC.**, whose offices are located at 2510 Farrell Road, Houston, Texas 77073 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain goods, specifically swimming pool chemicals, supplies and equipment; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract #613-20; and

WHEREAS, City desires to purchase said goods from Vendor through Buy Board as set forth herein; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

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

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

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

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

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

F. **Vendor** means Progressive Commercial Aquatics, Inc., its successors or assigns.

2.01 EFFECTIVE DATE, TERM

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

B. This Agreement shall terminate May 31, 2023.

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through nine (9) of this Agreement

4.01 ITEMS

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

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

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

5.01 COSTS

A. City agrees to pay for supplies during the term of this Agreement at the pricing set forth at in Exhibit "A." Vendor specifically acknowledged and agrees that City is not obligated to use or purchase any estimated annual quantity of goods. Only if, and when needed by City, the costs listed on Exhibit "A" shall be the basis of any charges collected by Vendor.

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Four Hundred Twenty Thousand and No/100 Dollars (\$420,000.00)** for the term of this Agreement.

6.01 INVOICES

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

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery 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 goods as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8.01 PROMPT PAYMENT POLICY

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

by City in the event:

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

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

12.01 CITY'S REPRESENTATIVE

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

Rick Atkins
Parks and Recreation Director
301 West Bagdad Avenue, Suite 250
Round Rock, Texas 78664
(512) 341-3344
ratkins@roundrocktexas.gov

13.01 INSURANCE

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

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

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

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

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

16.01 TERMINATION AND SUSPENSION

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

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

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

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall

discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

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

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

19.01 ASSIGNMENT AND DELEGATION

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

20.01 NOTICES

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

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

Notice to Vendor:

Progressive Commercial Aquatics, Inc.
2510 Farrell Road
Houston, TX 77073

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

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

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

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

22.01 EXCLUSIVE AGREEMENT

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

23.01 DISPUTE RESOLUTION

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

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any

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

25.01 MISCELLANEOUS PROVISIONS

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

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

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

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

[Signatures 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 L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Progressive Commercial Aquatics, Inc.


By:  _____
Printed Name: RUSSELL LETO
Title: PRESIDENT
Date Signed: 9/15/20

Exhibit "A"

City of Round Rock, Texas Price Sheet Progressive Commercial Aquatics, Inc. BuyBoard Contract 613-20					
The City of Round Rock would like to enter into a contract with Progressive Commercial Aquatics, Inc. per the terms of BuyBoard Contract 613-20. The City intends to purchase from this contract Swimming Pool Chemicals, Supplies and Equipment in an estimated annual not-to-exceed amount of \$140,000.					
Contract Term: Effective from date of execution and will expire on 5/31/2023, per the terms of BuyBoard Contract No. 613-20					
Special Instructions: Complete pricing below and submit copy of price list or catalog.					
Section I: Equipment, Products and Supplies					
Item #	Short Description	Full Description	State Percent (%) of Discount/Pricelist	State Name of Catalog/Pricelist	Exceptions to Discount
1	Discount (%) Off Catalog/Pricelist for Swimming Pool Chemicals	Please state the discount (%) off catalog/pricelist for Swimming Pool Chemicals. Catalog/Pricelist MUST be included or proposal will not be considered.	12% off 10% off 10% off	PCA Accu-Tab Blue PCA Acid Rite Price List PCA Chemical Price List	
2	Discount (%) Off Catalog/Pricelist for Swimming Pool Chemical Feed Systems	Please state the discount (%) off catalog/pricelist for Swimming Pool Chemical Feed Systems. Catalog/Pricelist MUST be included or proposal will not be considered.	10% off 10% off 25% off 20% off	PCA Accu-Tab Feeder PCA Acid Rite Feeder PCA Chemical Feed Pumps SCBS, Chemical Price List	Parts 10% Parts 15%
3	Discount (%) Off Catalog/Pricelist for Swimming Pool Mechanical Equipment	Please state the discount (%) off catalog/pricelist for Swimming Pool Mechanical Equipment (Pumps, Motors, Filters, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	5% off 5% off 20% off 5% off 15% off	Eco-Flow-C Pricing Schedule Aqualonics UV Spare List Pricing Lockstar Pool & Spa Heaters Aqualonics UV System Price List Waterco Regenerative Media Filter	
4	Discount (%) Off Catalog/Pricelist for Swimming Pool Water Testing Products	Please state the discount (%) off catalog/pricelist for Swimming Pool Water Testing Products. Catalog/Pricelist MUST be included or proposal will not be considered.	20% off Parts	SCBS, Chemical Price List	15% off
5	Discount (%) Off Catalog/Pricelist for Swimming Pool Automatic Cleaning Equipment	Please state the discount (%) off catalog/pricelist for Swimming Pool Automatic Cleaning Equipment (Vacuums, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	20% off 20% off	PCA Automatic Vacuum Price List PCA Manual Vacuum Price List	
6	Discount (%) Off Catalog/Pricelist for Swimming Pool Underwater Lights and Electrical Accessories	Please state the discount (%) off catalog/pricelist for Swimming Pool Underwater Lights and Electrical Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	20% off	PCA Lighting Price List	
7	Discount (%) Off Catalog/Pricelist for Swimming Pool Main Drains, Fittings, and Skimmers	Please state the discount (%) off catalog/pricelist for Swimming Pool Main Drains, Fittings, and Skimmers. Catalog/Pricelist MUST be included or proposal will not be considered.	4% off 7% off Paddock	Hephone Reason Grating Retail Paddock Price List	
8	Discount (%) Off Catalog/Pricelist for Swimming Pool Coatings and Compounds	Please state the discount (%) off catalog/pricelist for Swimming Pool Coatings and Compounds. Catalog/Pricelist MUST be included or proposal will not be considered.	5% off 6% off 6% off	PCA Plaster Pricing PCA Spray Deck/Deck Grinding Pricing PCA Slide Resin Slide Care	
9	Discount (%) Off Catalog/Pricelist for Swimming Pool Covers and Storage Racks	Please state the discount (%) off catalog/pricelist for Swimming Pool Covers and Storage Racks. Catalog/Pricelist MUST be included or proposal will not be considered.	12% off	Spectrum Aquatics Covers & Parts	
10	Discount (%) Off Catalog/Pricelist for Swimming Pool Furniture and Supplies	Please state the discount (%) off catalog/pricelist for Swimming Pool Furniture and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.	12% off	Spectrum Products 2020	
11	Discount (%) Off Catalog/Pricelist for Swimming Pool Ladders, Rails, Slides, and Diving Boards	Please state the discount (%) off catalog/pricelist for Swimming Pool Ladders, Rails, Slides, and Diving Boards. Catalog/Pricelist MUST be included or proposal will not be considered.	12% off 5% off	Spectrum Products 2020 2020 Material Structures Pricing Schedule	
12	Discount (%) Off Catalog/Pricelist for Swimming Life Jackets	Please state the discount (%) off catalog/pricelist for Swimming Life Jackets. Catalog/Pricelist MUST be included or proposal will not be considered.			
13	Discount (%) Off Catalog/Pricelist for Swimming Pool Repair Parts	Please state the discount (%) off catalog/pricelist for Swimming Pool Repair Parts. Catalog/Pricelist MUST be included or proposal will not be considered.	9% off 5% off	ETS - ECK/CP Parts Pricing ETS - SP Parts Pricing	
14	Discount (%) Off Catalog/Pricelist for All Other Related Swimming Pool Products	Please state the discount (%) off catalog/pricelist for All Other Related Swimming Pool Products. Catalog/Pricelist MUST be included or proposal will not be considered.	5% off 15% off 5% off	NirjaCross Systems PCA Home Pro KNA Attractions	
15	Not to Exceed Hourly Labor Rate for Installation/Repair of Swimming Pool Water Treatment Chemicals, Supplies, and Equipment - State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	Hourly Labor Rate for Installation/Repair of Swimming Pool Water Treatment Chemicals, Supplies, and Equipment - State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$110 / Hour		
16	Not to Exceed Hourly Labor Rate for Installation/Repair of Swimming Pool Coatings and Compounds - State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	Hourly Labor Rate for Installation/Repair of Swimming Pool Coatings and Compounds - State the Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.	\$110 / Hour		
Information Only: The City of Round Rock reserves the right to order other products from the attached MSRP Sheet per the discounts quoted in BuyBoard Contract 613-20					
COMPANY NAME: <u>Progressive Commercial Aquatics</u>					
SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____					
PRINTED NAME: _____					
PHONE NUMBER: _____					
EMAIL ADDRESS: _____					

8/7/20

949-606-5869

Mylesproaquatic@gmail.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Progressive Commercial Aquatics
HOUSTON, TX United States

Certificate Number:
2020-669260

Date Filed:
09/18/2020

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.

000000
the purchase of swimming pool chemicals, supplies and equipment.

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 Russell Leto, and my date of birth is .

My address is 2510 Farrell Rd, Houston, TX, 77073, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of TX, on the 18 day of Sep, 2020.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: F.6

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Hach Company for the purchase of water quality testing equipment, supplies and chemicals.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/8/2020

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$450,000.00

Indexes: Utility Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2020-0277

The Environmental Services Division uses Hach brand products for City laboratory equipment, distribution, sampling equipment, and in-line instrumentation. Using Hach Company exclusively helps the City to maintain warranties and helps to minimize ordering/stocking from multiple vendors as they are a sole source provider for Hach products. Hach has agreed to offer free shipping and a discount across the board on Hach Products. The Utility and Environmental Services Department recommends a five-year term contract at \$90,000 per year for a not-to-exceed amount of \$450,000.

Cost: \$450,000

Source of Funds: Utility Fund

RESOLUTION NO. R-2020-0277

WHEREAS, the City of Round Rock (“City”) desires to purchase water quality testing equipment, supplies and chemicals to support the City’s utility operations, and related goods and services; and

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

WHEREAS, Hach Company is the sole source provider for these goods and services; and

WHEREAS, the City desires to enter into an Agreement with Hach Company to purchase water quality testing equipment, supplies and chemicals to support the City’s utility operations, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Purchase of Water Quality Testing Equipment, Supplies and Chemicals with Hach Company, 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 8th day of October, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

0112.20202; 00456005

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF WATER QUALITY TESTING EQUIPMENT,
SUPPLIES AND CHEMICALS
WITH
HACH COMPANY**

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 water quality testing equipment, supplies and chemicals to support the City's utility operations, 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**, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and **HACH COMPANY**, whose offices are located at PO Box 389, Loveland, Colorado 80539 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain goods, specifically water quality testing equipment, supplies and chemicals to support the City's utility operations, and City desires to procure same from Vendor; and

WHEREAS, expenditures that are for procurement of items from only one source are exempt from competitive bidding requirements pursuant to Section 252.022 of the Texas Local Government Code; and

WHEREAS, the City has determined that Vendor is a sole source provider for these goods and services; and

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

NOW, THEREFORE, WITNESSETH:

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

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 goods and/or services.

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. **Vendor** means Hach Company, its successors or assigns.

2.01 EFFECTIVE DATE, TERM

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

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

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

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through nine (9) of this Agreement

4.01 ITEMS

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

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

C. Vendor shall satisfactorily provide all items described in Exhibit "A" within the contract term specified. A change in any term of this Agreement, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

5.01 COSTS

A. City agrees to pay for supplies and services during the term of this Agreement at the pricing set forth at in Exhibit "A." Vendor specifically acknowledged and agrees that City is not obligated to use or purchase any estimated annual quantity of goods or services. Only if, and when needed by City, the costs listed on Exhibit "A" shall be the basis of any charges collected by Vendor.

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Ninety Thousand and No/100 Dollars (\$90,000.00) per year** for a total not-to-exceed amount of **Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00)** for the term of this Agreement.

6.01 INVOICES

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

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery 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 goods and services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance,

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

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

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

12.01 CITY’S REPRESENTATIVE

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

William Kinder
Water Treatment Plant Superintendent
Utilities and Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665
(512) 341-3134
wkinder@roundrocktexas.gov

13.01 INSURANCE

Vendor shall meet all insurance requirements set forth in the attached Exhibit “B,” incorporated herein by reference for all purposes.

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 and/or services elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

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

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

16.01 TERMINATION AND SUSPENSION

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

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

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

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

17.01 INDEMNIFICATION

Vendor shall defend, indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all third party suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees, arising out of, or incident to, concerning or resulting from the negligence of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement. 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.

In no event shall either party's liability to the other party (including for breach of contract claims, breach of warranty claims, indemnity claims, or anything else) exceed the purchase price of the equipment or services and neither party shall be liable to the other party for consequential, indirect, incidental, special or punitive damages, without qualification.

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 or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

19.01 ASSIGNMENT AND DELEGATION

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

20.01 NOTICES

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

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

Notice to Vendor:

Hach Company
PO Box 389
Loveland, CO 80539

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

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

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

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

22.01 EXCLUSIVE AGREEMENT

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

23.01 DISPUTE RESOLUTION

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

24.01 SEVERABILITY

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

25.01 MISCELLANEOUS PROVISIONS

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

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

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

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

[Signatures 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 L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Hach Company

By: _____
Printed Name: GEORGE DAVISON
Title: SR. DIRECTOR GLOBAL ACCOUNTS
Date Signed: 9-2-2020

Exhibit "A"



Acknowledgement of Sales Pricing Agreement

This is to acknowledge the following terms between Hach Company and City of Round Rock for purchase of Hach products.

Effective Date: **April 1, 2020**

Expiration Date: **March 31, 2021**

Hach agrees to offer the following discount/price structure from current list price for the following products:

Product Groups	Discount %	Product Groups	Discount %	Product Groups	Discount %
Hach Lab Instruments	5%	Hach Lab Accessories/Consumables	5%	Hach Lab Chemistries	5%
Hach Lab Resale	5%	Hach Lab Micro	5%	Sampler Instruments	5%
Sampler Accessories/Consumables	5%	Sampler Chemistries	5%	Homeland Security	5%
Hach Process Instruments	5%	Hach Process Accessories/Consumables	5%	Hach Process Chemistries	5%
GLI Instruments	5%	GLI Accessories/Consumables	5%	GLI Chemistries	5%
Orbisphere Instruments	5%	Orbisphere Accessories/Consumables	5%	Orbisphere Chemistries	5%
IIM Software (WIMS, JobCal)	5%				

Hach agrees to offer Buyer Free Ground Shipping for all order transactions.

Free Ground Shipping does include Motorfreight services for oversized and/or hazardous shipments.

Free Shipping does not apply to Express method services: Second Day or Overnight.

Buyer agrees to meet the minimum sales volume commitment of **\$60,000** for the term of the Agreement.

Hach will evaluate the granted terms and discounts by expiration date, to consider renewal. This

Agreement is not meant to create any binding purchase obligation on the Customer, however sets out terms under which the Customer may elect to purchase Hach product and/or services.

HACH Company		City of Round Rock	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Hach Terms and Conditions in effect at the time of purchase, available at

<http://www.hach.com/terms#general>, will apply to purchases executed under this Agreement, except and only to the extent that conflicting Terms and Conditions are set forth in this Agreement in which the Terms and Conditions in this agreement prevail. This Agreement shall begin on the "Effective Date" and expire on "Expiration Date" shown above unless terminated by Hach in accordance with Hach Terms and Conditions.



**CITY OF ROUND ROCK
INSURANCE REQUIREMENTS**

1. **INSURANCE:** The Vendor shall procure and maintain at its sole cost and expense for the duration of the agreement or purchase order resulting from a response to the Solicitation/Specification, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work as a result of the solicitation by the successful respondent, its agents, representatives, volunteers, employees or subcontractors.
 - 1.1. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
 - 1.2. The following standard insurance policies shall be required:
 - 1.2.1. General Liability Policy
 - 1.2.2. Automobile Liability Policy
 - 1.2.3. Worker's Compensation Policy
 - 1.3. The following general requirements are applicable to all policies:
 - 1.3.1. Only insurance companies licensed and admitted to do business in the State of Texas shall be accepted.
 - 1.3.2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - 1.3.3. Claims made policies shall not be accepted, except for Professional Liability Insurance.
 - 1.3.4. Policies shall include, but not be limited to, the following minimum limits:
 - 1.3.4.1. Minimum Bodily Injury Limits of \$300,000.00 per occurrence.
 - 1.3.4.2. Property Damage Insurance with minimum limits of \$50,000.00 for each occurrence.
 - 1.3.4.3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$100,000.00 each person, and \$300,000.00 for each occurrence, and Property Damage Minimum limits of \$50,000.00 for each occurrence.
 - 1.3.4.4. Statutory Worker's Compensation Insurance and minimum \$100,000.00 Employers Liability Insurance.
 - 1.4. Coverage shall be maintained for two years minimum after the termination of the Agreement. Vendor agrees that with respect to the required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following provisions:
 - 1.4.1. Provide for an additional insurance endorsement clause declaring the Vendor's insurance as primary.
 - 1.4.2. Name the City and its officers, employees, and elected officials as additional insured's, (as the interest of each insured may appear) as to all applicable coverage.
 - 1.4.3. Remove all language on the certificate of insurance indicating:
 - 1.4.3.1. That the insurance company or agent/broker shall endeavor to notify the City; and,
 - 1.4.3.2. Failure to do so shall impose no obligation of liability of any kind upon the company, its agents, or representatives.
 - 1.4.4. Provide for notice to the City at the addresses listed below by registered mail:
 - 1.4.5. Vendor agrees to waive subrogation against the City, its officers, employees, and elected officials for injuries, including death, property damage, or any other loss to the



Exhibit "B"

DATED: JULY 2011

extent same may be covered by the proceeds of insurance.

- 1.4.6. Provide that all provisions of the agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- 1.4.7. All copies of the Certificate of Insurance shall reference the project name, solicitation number or purchase order number for which the insurance is being supplied.
- 1.4.8. Vendor shall notify the City in the event of any change in coverage and shall give such notices not less than thirty days prior notice to the change, which notice shall be accomplished by a replacement Certificate of Insurance.
- 1.4.9. All notices shall be mailed to the City at the following addresses:

Assistant City Manager
City of Round Rock
221 East Main
Round Rock, TX 78664-5299

City Attorney
City of Round Rock
309 East Main
Round Rock, TX 78664

2. WORKERS COMPENSATION INSURANCE

- 2.1. Texas Labor Code, Section 406.098 requires workers' compensation insurance coverage for all persons providing services on building or construction projects for a governmental entity.
 - 2.1.1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - 2.1.2. Duration of the project - includes the time from the beginning of the work on the project until the CONTRACTOR'S/person's work on the project has been completed and accepted by the OWNER.
- 2.2. Persons providing services on the project ("subcontractor") in Section 406.096 – includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 2.3. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project.
- 2.4. The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the agreement.
- 2.5. If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of the project, the CONTRACTOR shall, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.
- 2.6. The CONTRACTOR shall obtain from each person providing services on a project, and provide to the OWNER:
 - 2.6.1. a certificate of coverage, prior to that person beginning work on the project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on the project; and



Exhibit "B"

DATED: JULY 2011

- 2.6.2. no later than seven (7) calendar days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 2.7. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 2.8. The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the CONTRACTOR knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- 2.9. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 2.10. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:
 - 2.10.1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project;
 - 2.10.2. provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
 - 2.10.3. provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 2.10.3.1. obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
 - 2.10.3.1.1. a certificate of coverage, prior to the other person beginning work on the project; and
 - 2.10.3.1.2. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project
 - 2.10.3.2. retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - 2.10.3.3. notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 2.10.3.4. contractually require each person with whom it contracts, to perform as required by paragraphs (2.1 thru 2.7), with the certificates of coverage to be provided to the person for whom they are providing services.
 - 2.10.3.5. By signing the solicitation associated with the specification, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the



Exhibit "B"

DATED: JULY 2011

Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- 2.10.3.6. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the agreement void if the Contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the owner.

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.

HACH
LOVELAND, CO United States

Certificate Number:
2020-645451

Date Filed:
07/16/2020

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.

000000
WATER QUALITY TESTING SUPPLIES AND CHEMICALS

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 Alyssa Prill - Hach Company, and my date of birth is [REDACTED].

My address is 5600 Lindbergh Drive, Loveland, CO, 80538, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Larimer County, State of Colorado, on the 7th day of August, 2020.
(month) (year)

Alyssa Prill

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 Mayor to execute a Joint Election Agreement with Travis County and participating entities for the November 3, 2020 General and Special Elections.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/8/2020

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: City Clerk's Office

Text of Legislative File 2020-0287

This agreement will allow the City to share in the costs of the General and Special Election with all of the Travis County entities participating in the November 3 election. The total estimated cost for the election in Travis County is \$5,482,000. The City of Round Rock is 0.033% of that cost for a total of approximately \$2000 (as a note, the Travis County portion of our 2019 election was approximately \$1300).

Cost: Approximately \$2000

Source of Funds: General Fund

RESOLUTION NO. R-2020-0287

WHEREAS, the City of Round Rock wishes to enter into a Joint Election Agreement (“Agreement”) with Travis County for the purpose of sharing election equipment, election officials, and sharing precinct polling locations, and election ballots where appropriate; and

WHEREAS, this Agreement is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581, for a joint election to be held on the uniform election date of November 3, 2020; and

WHEREAS, the City Council desires to enter into said Agreement with Travis County, 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 Joint Election Agreement for November 3, 2020 Elections with Travis County, 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 8th day of October, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

JOINT ELECTION AGREEMENT FOR NOVEMBER 3, 2020 ELECTIONS

Recitals

1. Travis County (the "County") will be conducting general and special elections for the participating entities (each, a "Participating Entity," and together, the "Participating Entities") listed in Exhibit A, which is attached to and incorporated into this agreement, on November 3, 2020. The Participating Entities require elections to be held on November 3, 2020 in those portions of Travis County as shown on the maps and metes and bounds descriptions in Exhibit B, also attached to and incorporated into this agreement.
2. Under Texas Election Code Section 271.002,, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory
3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.
4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve

Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

I. Scope of Joint Election Agreement

This agreement covers conducting the November 3, 2020 Joint General and Special Elections for the parties to this agreement to be held on November 3, 2020. The County and the Participating Entities will hold these elections on November 3, 2020 ("Election Day") jointly for the voters in those portions of Travis County identified on the maps and descriptions in Exhibit B.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County's duties and responsibilities involved in conducting the joint election covered by this agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County,

as the early voting clerk for the joint election. Early voting for the Participating Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.

2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. And the Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.

3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.

4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.

5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.

6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the preservation period that the Election Code requires.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing

the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.

8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will compose the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.

2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election, and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling

places and for the Entities to submit to the U.S. Department of Justice for review before Election Day.

2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held. The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.

3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.

5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.

6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.

7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.

8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and

signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.

9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.

10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.

2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.

2. The County is responsible for transporting voted ballot boxes to the central counting station.

3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.

4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

1. Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.

B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.

C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.

D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.

E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

A. Transmitted with this agreement is a check payable to Travis County from each Participating Entity, in the amount equal to the deposit identified for each Entity in the Cost Estimate attached as Exhibit C, which is also incorporated into this agreement. This deposit represents approximately 75% of the costs of each Participating Entity's share of the estimated election costs. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice within thirty (30) days of receiving it.

B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.

C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. When the Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Entities according to the formula used in the Cost Estimate.

D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.

E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit C.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. ***Each of the Participating Entities will be individually responsible for obtaining appropriate preclearance, if necessary, from the United States Department of Justice.*** The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. Custodian

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until that Participating Entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A, B, and C

1. The Participating Entities acknowledge and agree that Exhibits A, B, and C may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibits A, B, and C and authorize the County to enter into such amendments without the Participating Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibits A, B, and C.

2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Travis County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective. .

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and is to be construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's November 3, 2020 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third-Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A, B, and C.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.023, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act. Notwithstanding any provision to the contrary, nothing in this Agreement requires the County or a Participating Entity to waive any applicable exceptions to disclosure under the Texas Public Information Act.


M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. Signatures transmitted electronically by e-mail in a "PDF" format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures. All of such counterparts will be construed together and will constitute one and the same agreement.

TRAVIS COUNTY

BY: _____
Samuel T. Biscoe
County Judge

Date: _____

BY: 
Dana DeBeauvoir
County Clerk

SIGNATURE PAGE

Name of Participating Entity _____

Address _____

Name of Authorized Signatory _____

Signature _____

Date signed _____

E-mail address _____

EXHIBIT A PARTICIPATING ENTITIES

Municipalities

City of Austin
City of Cedar Park
City of Elgin
City of Jonestown
City of Lago Vista
City of Lakeway
City of Manor
City of Pflugerville
City of Round Rock
City of Sunset Valley
Village of the Hills
Village of Volente

Schools

Austin ISD
Del Valle Independent School District
Dripping Springs ISD
Eanes ISD
Johnson City ISD
Lago Vista ISD
Leander ISD
Manor ISD
Pflugerville ISD
Round Rock ISD

Library Districts

Wells Branch Community Library District
Westbank Library District

MUDs

Altessa MUD
Lakeside MUD No. 5
North Austin MUD No. 1
Ranch at Cypress Creek MUD 1
SH130 Municipal Management District
Shady Hollow MUD
Wells Branch MUD
Williamson-Travis Counties MUD No. 1

WCIDs

Barton Springs/Edwards Aquifer Conservation
District

Travis County WCID - Point Venture

ESDs

Bastrop-Travis Counties ESD No. 1

Travis County ESD No. 1

OTHER

Tanglewood Forest Limited District

Lost Creek Limited District

Travis County Texas

City Boundaries 2020 General Election



Travis County
Tax Office



Voter Registration
Division

512-854-9473

- Austin/Elgin SMD
- Austin FULL
- Austin ETJ
- Austin LTD
- City Of Manor
- City of Cedar Park
- City of Elgin
- City of Jonestown
- City of Lago Vista
- City of Lakeway
- City of Pflugerville
- City of Round Rock
- City of Sunset Valley
- Village of Point Venture
- Village of Volente
- Village of the Hills



2
Miles

Print Date: 9/16/2020
Author: Chris Owen

This map was created by the Travis County Voter Registration Department as a working map and is not warranted for any other use. No warranty is made regarding its accuracy and completeness. It is our goal to maintain and provide accurate maps and data, however omissions and errors may occur. Thank you for your consideration.



Travis County Texas

Independent School Districts 2020 General Election



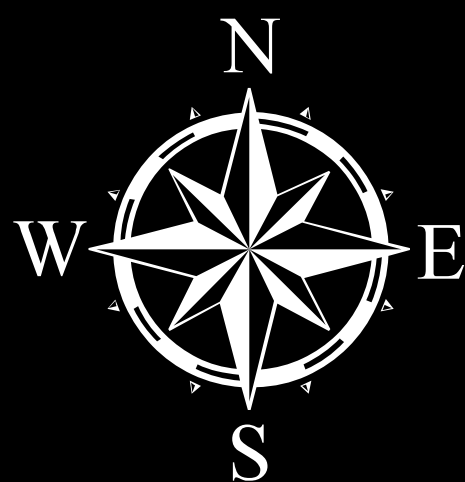
Travis County
Tax Office



Voter Registration
Division

512-854-9473

- Austin ISD SMD
- Austin ISD
- Del Valle ISD
- Dripping Springs ISD
- Eanes ISD
- Johnson City ISD
- Lago Vista ISD
- Leander ISD
- Manor ISD
- Pflugerville ISD
- Round Rock ISD



2
Miles

Print Date: 9/16/2020
Author: Chris Owen

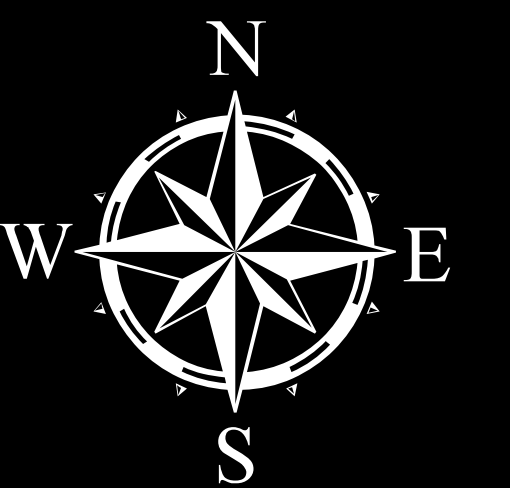
This map was created by the Travis County Voter Registration Department as a working map and is not warranted for any other use. No warranty is made regarding its accuracy and completeness. It is our goal to maintain and provide accurate maps and data, however omissions and errors may occur. Thank you for your consideration.



Participating Jurisdictions 2020 General Election



12-854-9473



2 Miles

Print Date: 9/16/2020
Author: Chris Owen

This map was created by the Travis County Voter Registration Department as a 'working map' and is not warranted for any other use. No warranty is made regarding its accuracy and completeness. It is our goal to maintain and provide accurate maps and data, however, omissions and errors may occur. Thank you for your consideration.



EXHIBIT C - COST ESTIMATES

			\$ 5,482,132		38,805.88	Estimate Billing at 50%				
Entity	Voters	Percentage	Costs	Admin Fee	Equipment	Total Costs	Costs	Admin Fee	Equipment	Total Costs
Travis County	836,405	33.037%	\$ 1,811,109	181,111.00	12,820.13	2,005,040.13	905,555.00	90,556.00	6,410.00	1,002,521.00
City of Austin	590,975	23.343%	\$ 1,279,667	127,967.00	9,058.27	1,416,692.27	639,834.00	63,984.00	4,529.00	708,347.00
City of Cedar Park	7,234	0.286%	\$ 15,664	1,566.00	110.88	17,340.88	7,832.00	783.00	55.00	8,670.00
City of Elgin	785	0.031%	\$ 1,700	170.00	12.03	1,882.03	850.00	85.00	6.00	941.00
City of Jonestown	1,970	0.078%	\$ 4,266	427.00	30.20	4,723.20	2,133.00	214.00	15.00	2,362.00
City of Lago Vista	6,623	0.262%	\$ 14,341	1,434.00	101.52	15,876.52	7,171.00	717.00	51.00	7,939.00
City of Lakeway	15,157	0.599%	\$ 32,820	3,282.00	232.32	36,334.32	16,410.00	1,641.00	116.00	18,167.00
City of Manor	5,922	0.234%	\$ 12,823	1,282.00	90.77	14,195.77	6,412.00	641.00	45.00	7,098.00
City of Pflugerville	40,184	1.587%	\$ 87,012	8,701.00	615.93	96,328.93	43,506.00	4,351.00	308.00	48,165.00
City of Round Rock	835	0.033%	\$ 1,808	181.00	12.80	2,001.80	904.00	91.00	6.00	1,001.00
City of Sunset Valley	517	0.020%	\$ 1,119	112.00	7.92	1,238.92	560.00	56.00	4.00	620.00
Village of the Hills	2,251	0.089%	\$ 4,874	487.00	34.50	5,395.50	2,437.00	244.00	17.00	2,698.00
Village of Volente	510	0.020%	\$ 1,104	110.00	7.82	1,221.82	552.00	55.00	4.00	611.00
Austin ISD	505,615	19.971%	\$ 1,094,833	109,483.00	7,749.90	1,212,065.90	547,417.00	54,742.00	3,875.00	606,034.00
Del Valle Independent School District	37,861	1.495%	\$ 81,982	8,198.00	580.32	90,760.32	40,991.00	4,099.00	290.00	45,380.00
Dripping Springs ISD	52	0.002%	\$ 113	11.00	0.80	124.80	57.00	6.00	-	63.00
Eanes ISD	30,022	1.186%	\$ 65,008	6,501.00	460.17	71,969.17	32,504.00	3,251.00	230.00	35,985.00
Johnson City ISD	20	0.001%	\$ 43	4.00	0.31	47.31	22.00	2.00	-	24.00
Lago Vista ISD	9,531	0.376%	\$ 20,638	2,064.00	146.09	22,848.09	10,319.00	1,032.00	73.00	11,424.00
Leander ISD	43,879	1.733%	\$ 95,013	9,501.00	672.56	105,186.56	47,507.00	4,751.00	336.00	52,594.00
Manor ISD	29,494	1.165%	\$ 63,865	6,387.00	452.07	70,704.07	31,933.00	3,194.00	226.00	35,353.00
Pflugerville ISD	95,805	3.784%	\$ 207,451	20,745.00	1,468.47	229,664.47	103,726.00	10,373.00	734.00	114,833.00
Round Rock ISD	35,029	1.384%	\$ 75,850	7,585.00	536.91	83,971.91	37,925.00	3,793.00	268.00	41,986.00
Wells Branch Community Library District	13,273	0.524%	\$ 28,741	2,874.00	203.44	31,818.44	14,371.00	1,437.00	102.00	15,910.00
Westbank Library District	21,469	0.848%	\$ 46,488	4,649.00	329.07	51,466.07	23,244.00	2,325.00	165.00	25,734.00
Altessa MUD ESTABLISHING	-	0.000%	\$ -	-	-	-	-	-	-	-
Lakeside MUD No. 5	1	0.000%	\$ 2	-	0.02	2.02	1.00	-	-	1.00
North Austin MUD No. 1	745	0.029%	\$ 1,613	161.00	11.42	1,785.42	807.00	81.00	6.00	894.00
Ranch at Cypress Creek MUD 1	685	0.027%	\$ 1,483	148.00	10.50	1,641.50	742.00	74.00	5.00	821.00
SH130 Municipal Management District	1	0.000%	\$ 2	-	0.02	2.02	1.00	-	-	1.00
Shady Hollow MUD	2,458	0.097%	\$ 5,322	532.00	37.68	5,891.68	2,661.00	266.00	19.00	2,946.00
Wells Branch MUD	9,167	0.362%	\$ 19,850	1,985.00	140.51	21,975.51	9,925.00	993.00	70.00	10,988.00
Williamson-Travis Counties MUD No. 1	875	0.035%	\$ 1,895	190.00	13.41	2,098.41	948.00	95.00	7.00	1,050.00
Barton Springs/Edwards Aquifer Conservation District	162,751	6.428%	\$ 352,413	35,241.00	2,494.59	390,148.59	176,207.00	17,621.00	1,247.00	195,075.00
Travis County WCID - Point Venture	1,000	0.039%	\$ 2,165	217.00	15.33	2,397.33	1,083.00	109.00	8.00	1,200.00
Bastrop-Travis Counties ESD No. 1	1,998	0.079%	\$ 4,326	433.00	30.62	4,789.62	2,163.00	217.00	15.00	2,395.00
Travis County ESD No. 1	14,694	0.580%	\$ 31,818	3,182.00	225.22	35,225.22	15,909.00	1,591.00	113.00	17,613.00
Tanglewood Forest Limited District	3,167	0.125%	\$ 6,858	686.00	48.54	7,592.54	3,429.00	343.00	24.00	3,796.00
Lost Creek Limited District	2,794	0.110%	\$ 6,050	605.00	42.83	6,697.83	3,025.00	303.00	21.00	3,349.00
	2,531,754	1	5,482,129	548,212	38,806	6,069,147	2,741,073	274,116	19,400	3,034,589



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution authorizing the Mayor to execute an Agreement with ESO Solutions, Inc. for Report Management System Services for the Fire Department.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/8/2020

Dept Director: Robert Isbell, Fire Chief

Cost: \$235,120.00

Indexes: General Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Fire Department

Text of Legislative File 2020-0273

The Fire Department's report management software is a system for reporting fire and Emergency Medical Services (EMS). This technology supports gathering and exporting current National Fire Incident Reporting System (NFIRS) incident data to the state. It also supports inspection and violation tracking, linking of investigation records to incidents, tracking of staff training, inventory of apparatus and equipment and tracking equipment maintenance. Our current system has been acquired by another and is being integrated into a new platform. This acquisition brought about the need to confirm our system will continue to serve our needs into the future. RRFD worked with purchasing, IT and our internal divisional users of the system to create the request for proposal (RFP). Proposals were evaluated and scored by the diverse team.

The recommendation from the scoring team fulfills our current needs and is capable of being expanded for future growth.

Cost: \$235,120.00

Source of Funds: General Fund

RESOLUTION NO. R-2020-0273

WHEREAS, the City of Round Rock has duly sought proposals for purchase of goods and services for a Report Management System for the Fire Department; and

WHEREAS, ESO Solutions, Inc. has submitted the proposal determined to provide the best value to the City considering the price and other evaluation factors included in the request for proposals; and

WHEREAS, the City Council desires to enter into an agreement with ESO Solutions, 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 Report Management System Services with ESO Solutions, 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 8th day of October, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

**CITY OF ROUND ROCK AGREEMENT FOR
REPORT MANAGEMENT SYSTEM SERVICES
WITH
ESO SOLUTIONS, INC.**

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

THAT THIS AGREEMENT for purchase of goods and services for a Report Management System for the Fire Department (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, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and ESO Solutions, Inc., a corporation whose address is 11500 Alterra Parkway #100, Austin, Texas 78758 (referred to herein as the "Vendor").

RECITALS:

WHEREAS, City desires to purchase goods and services related to a Report Management System for the Fire Department; and

WHEREAS, City has issued its "Request for Proposal" for the provision of said goods and services; and

WHEREAS, the City has determined that the Vendor provides the best value to the City and desires to procure said goods and services from the Vendor; and

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

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the 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 services and Vendor is obligated to provide same. The Agreement includes the following: (a) City's Request for Proposal, designated Solicitation Number 20-017 dated June 2020 ("RFP"); (b) Vendor's Response to RFP (including Cost

Sheets); (c) Vendor's Support Services Addendum; (d) HIPAA Business Associate Addendum; (e) contract award; and (f) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Vendor's Response to RFP (including Costs Sheets);
- (3) Vendor's Support Service Addendum;
- (4) HIPAA Business Associate Addendum; and
- (5) City's RFP, exhibits, and attachments.

(f) **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

(g) **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. **Vendor** means ESO Solutions, Inc., its successor or assigns.

2.01 EFFECTIVE DATE, TERM

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

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

C. City 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 the Part IV, Scope of Work, of the RFP, and the Response to RFP submitted by Vendor as described in Attachment A: Proposal Submittal Form of Exhibit “A.” Exhibit “A” is attached hereto and incorporated herein by reference for all purposes. Exhibit “C” titled “Support Services Addendum” and Exhibit “D” titled “HIPAA Business Associate Addendum,” are also attached hereto and incorporated herein by reference for all purposes. The intent of this Agreement and the referenced Exhibits is to formulate the contract documents which said documents are fully a part of the Agreement as if repeated herein in full.

4.01 ITEMS AWARDED; AND SCOPE OF WORK

For purposes of this Agreement, City has issued documents delineating the required goods and services (specifically RFP 20-017 dated June 2020). Vendor has issued its response agreeing to provide all such required goods and services in all specified particulars, excluding the exceptions provided in Vendor’s RFP response. All such referenced documents are included in the Exhibits attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, 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 exhibits within the contract term specified in Section 2.01. Vendor’s undertakings shall be limited to providing goods and performing services for City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall perform its 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. **Payment for Services:** The costs for services to be provided and specified herein are set forth in the attached Exhibit “B,” “Cost Sheets.” In consideration for the goods and services to be performed by Vendor, City agrees to pay the Vendor an amount not-to-exceed a total of **Two Hundred Thirty-Five Thousand One Hundred Twenty and No/100 Dollars (\$235,120.00)** for the term of this Agreement to be paid as follows:

- (i) **Year One:** Payments due shall not exceed **Fifty-Three Thousand Nine Hundred Eighty-Five and No/100 Dollars (\$53,985.00)** for the Fire, Scheduling, and EHR (basic version/BLS version) plus the one-time costs set forth on the Costs Sheets and the one-time discount;
- (ii) **Years Two through Five:** Payments due shall not exceed **Forty-Three Thousand Nine Hundred Twenty-Five and No/100 Dollars (\$43,925.00)** for the Fire, Scheduling and EHR (basic version/BLS version).

- (iii) An additional **Five Thousand Four Hundred Thirty-Five and No/100 Dollars (5,435.00)** may be paid by the City to the Vendor during the term of the Agreement for “Optional Services” as described in Paragraph (B) below.

B. **Payment for Optional Services:** The parties agree that the City may add optional services to the Agreement at any time during the term of the Agreement, specifically: 1) Asset Management/Inventory module; and/or 2) ESO EHR Suite (full) (“Optional Services”). The prices for these Optional Services are set forth in the attached Exhibit “B” and shall not be modified by Vendor during 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
- D. Delivery or performance dates.

7.01 SUBSCRIPTION TO SOFTWARE

A. **Grant of Subscription:** For “Software as a Service” that Vendor hosts (hereinafter “SaaS”) during the term of this Agreement, City may access and use the SaaS and reporting services, with which the access and volume limitations set forth in this Agreement, subject to Vendor’s compliance with the Use Restrictions and other limitations contained in Paragraph (B) below.

B. **Use Restrictions:** Except as provided in this Agreement or as otherwise authorized by Vendor, the City has no right to, and shall not: (a) decompile, reverse engineer, disassemble, print, copy or display the Software to a human-perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit anyone other than the City; (d) alter, modify or create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third-party (including any affiliate not specifically listed herein).

C. **Customer Responsibilities:** The Software allows the City and its users to enter, document, and disclose City data, and as such, Vendor gives no representation or guarantees about the accuracy of completeness of the City’s data (including protected health information) entered, uploaded or disclosed through the SaaS. The City is solely responsible for any decisions

or actions taken involving patient care or patient care management, whether those decisions or actions were made or taken using information received through the SaaS.

D. **Ownership**: The rights granted under the provisions of this Agreement do not constitute a sale of the Software. Vendor retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphic, user interfaces, logos, and trademarks reproduced through the Software, except to the limited extent that this Agreement specifically sets forth the City's right to access, use, or copy the Software during the term of the Agreement. The City acknowledges that the Software and its components are protected by copyright and other laws.

E. **Anonymized Data**: THE CITY ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, VENDOR MAY USE ANONYMIZED CUSTOMER DATA FOR INTERNAL AND EXTERNAL PURPOSES (INCLUDING BENCHMARKING AND RESEARCH), PROVIDED THAT VENDOR WILL NOT SELL ANONYMIZED DATA TO THIRD PARTIES FOR COMMERCIAL USE. Without limiting the foregoing, Vendor will own all right, title and interest in all Intellectual Property or any aggregated or de-identified reports, summaries, compilations, analysis, statistics, or other information derived therefrom.

F. **Third-Party Software and Services**: This Paragraph (E) applies to Third-Party Software and Services Provided by the Vendor. For the purposes of this Agreement, "Third-Party Software" means software not owned by Vendor but which is (or access to which is) provided by Vendor. "Third-Party Software Service" for the purpose of this Agreement means a service not provided by Vendor, but which is made available by Vendor in connection with its Software.

- (i) Vendor neither accepts liability for, nor warrants the functionality, utility, availability, reliability, or accuracy of, Third-Party Software or Third-Party Services. The Third-Party Software "EMS1 Academy" and/or "FireRescue1 Academy – Implementation and Configuration" and/or "Learning Management System" and/or "EVALS Implementation" (collectively "Education") is offered by Vendor in collaboration with Lexipol, f/k/a The Praetorian Group. If the City subscribes to the Education, the City acknowledges and agrees to the Praetorian's licensing requirements.
- (ii) If the City elects to license Third-Party Data, defined for the purposes of this Agreement as data not owned by Vendor but which is (or access to which is) provided by Vendor pursuant to this Agreement, then subject to the terms herein, Vendor hereby grants the City a non-exclusive, non-sublicensable, and non-transferable license during the term of this Agreement to use such Third-Party Data via the Software solely for the City's internal purposes. The City will not (i) allow greater access then set forth in this Agreement; (ii) disclose, release, distribute, or deliver Third-Party Data, or any portion thereof, to any third-party; (iii) copy, modify or

create derivative works of Third-Party Data; (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Third-Party Data; (v) attempt to output in any form more than 10% of the Third-Party Data or otherwise circumvent the usage limitations included in the Software; (vi) remove any proprietary notices included within the Third-Party Data or Software, or (vii) use Third-Party Data in any manner or for any purpose that infringes or otherwise violates any proprietary right of a person, or that violates applicable law. Vendor does not warrant the functionality, reliability, accuracy, completeness or utility of, Third-Party Data, or accept any liability therefor. Additional terms and limitations applicable to Third-Party Data may be provided to the City.

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's bid, with the consent and agreement of the successful vendor(s) and the City. 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 is not an agent of, partner to, or representative of those outside agencies or entities and that the City 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 goods and services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor 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, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas

Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

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

11.01 GRATUITIES AND BRIBES

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

12.01 TAXES

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

13.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

14.01 INSURANCE

Vendor shall meet all insurance requirements, excluding any requirements pertaining automobile liability coverage, set forth Part II of RFP No. 20-017 and on the City's website at:

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

15.01 CITY'S REPRESENTATIVES

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

James Gossard
Battalion Chief
203 Commerce Boulevard
Round Rock, Texas 78664
512-218-6635
jgossard@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 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.

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 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. In the event of a termination for cause by the City due to Vendor's breach of the Agreement, Vendor shall be required to shall refund to the City any prepaid fees on the pro-rata basis from the date the City ceases use of the Software.

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 Paragraphs (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.

19.01 INDEMNIFICATION

A. **IP Infringement:** Subject to the limitations in Section 20.01, Vendor shall defend and indemnify the City from any damages, costs, liabilities, expenses (including reasonable attorneys' fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Software delivered pursuant to this Agreement, infringe or misappropriate any third-party's patent, copyright, trade secret, or other intellectual property rights enforceable in the applicable jurisdiction (each "Indemnified Claim"). If the City makes an Indemnified Claim under this Section 19.01 or if Vendor determines that an Indemnified Claim may occur, Vendor shall at its option: (a) obtain a right for Vendor to continue using such software; (b) modify such Software to make it a non-infringing equivalent; or (c) replace such Software with a non-infringing equivalent. If (a), (b), or (c) above are not reasonably practicable, either party may, at its option, terminate this Agreement, in which case the Vendor will refund any pre-paid fees on a pro-rata basis. Notwithstanding the foregoing, Vendor shall have no obligation hereunder for any claim resulting or arising from: (1) Vendor's breach of this Agreement; (2) modifications made to the Software not performed or provided by or on behalf of Vendor; (3) the combination, operation or use by or on behalf of Vendor (and/or acting on Vendor's behalf) of the Software in connection with any other product or service (the combination or joint use which causes the alleged infringement); or (4) the combination, operation or use by the City (and/or anyone acting on the City's behalf) of the Software in connection with any other product or service (the combination or joint use of which causes the alleged infringement). This Section 19.01 states Vendor's sole obligation and liability, and the City's sole remedy, for potential or actual intellectual property infringement by the Software.

B. **Indemnification Procedures:** Upon becoming aware of any matter which is subject to the provisions of Paragraph (A) above (a "Claim"), the City must give prompt written notice of such Claim to Vendor, accompanied by copies of any written documentation regarding the Claim received by the City. Vendor shall compromise or defend, at its own expense and with its own counsel, any such Claim. The City shall have the right to, at its option, to participate in the settlement or defense by any such Claim, with its own counsel and at its own expense; provided, however, that Vendor will have the right to control such settlement or defense. Vendor will not enter into any settlement that imposes any liability or obligation on the City without the

City's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at Vendor's expense.

20.01 LIMITATION OF LIABILITY

A. **Limitation of Damages:** NEITHER VENDOR NOR THE CITY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE SOFTWARE, AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS RELATING TO THE AGREEMENT.

B. **Specific Liability:** LIABILITY SHALL BE LIMITED AS FOLLOWS:

- (i) VENDOR'S OBLIGATIONS UNDER SECTION 19.01 SHALL BE LIMITED TO \$500,000.00.
- (ii) DAMAGES ARISING FROM ANY PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS (INCLUDING A BREACH OF OBLIGATIONS REGARDING PROTECTED HEALTH INFORMATION), SHALL BE LIMITED TO \$1,000,000.00.
- (iii) DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR CRIMINAL CONDUCT SHALL NOT BE LIMITED.

C. **General Liability:** EXCEPT AS EXPRESSLY PROVIDED IN PARAGRAPH (B), "SPECIFIC LIABILITY," VENDOR'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY (OR ON BEHALF OF THE CITY) WITHIN THE PRECEDING TWELVE-MONTH PERIOD UNDER THIS AGREEMENT.

D. **Application:** The foregoing limitations, exclusions, and disclaimers shall apply regardless of whether the claim for such damages is based in contract, warranty, strict liability, negligence, tort or otherwise, insofar as applicable law prohibits any limitation herein, the parties agree that such limitation shall be automatically modified, but only to the extent so as to make the limitation permitted to the fullest extent possible under such law. The parties agree that the limitations set forth herein are agreed allocations of risk constituting in part the consideration for Vendor's Software and Software Services to the City, and such limitations will apply, notwithstanding, the failure of the essential purposes of any limited remedy and even if a party has been advised of the possibility of such liabilities.

E. **Survival:** This Section 20.01 shall survive expiration or termination of the Agreement.

21.01 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 terms of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

22.01 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.

23.01 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:

ESO Solutions, Inc.
11500 Alterra Parkway #100
Austin, TX 78758

Notice to City:

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

AND TO:

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

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

24.01 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.

25.01 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.

26.01 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.

27.01 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.

28.01 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.

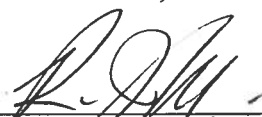
Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a breach of this Agreement. Vendor shall be fully responsible for its delays or for failures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

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


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

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

City of Round Rock, Texas

By: 
Printed Name: Robert Isbell
Title: Fire Chief
Date Signed: 9-18-2020

ESO Solutions, Inc.

By: 
Printed Name: Chris Dillie
Title: CEO
Date Signed: 9/14/2020

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

REQUEST FOR PROPOSAL (RFP)

**REPORT MANAGEMENT SYSTEM FOR FIRE
DEPARTMENT**

SOLICITATION NUMBER 20-017

JUNE 2020

**REPORT MANAGEMENT AND SCHEDULING SYSTEM FOR FIRE DEPARTMENT
PART I
GENERAL REQUIREMENTS**

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in providing report management and scheduling systems predominantly used by municipal fire departments. The new system will need to have expansion capabilities to accommodate future municipal growth and is estimated to be implemented October 1, 2020. The Round Rock Fire Department (RRFD) currently has up to 151 people that will have access to the system. Of the 151 of users, there will be up to 35 people utilizing the new system at any given time. All personnel are dynamic users that will generate up to 2,000 entries a month which include a roughly 1,000 fire reports, ISO training entries, staff activities, building inspections, and new plan entries to name a few.
2. **BACKGROUND:** The RRFD is a career fire department that has 11 front line fire apparatuses with 151 uniformed personnel housed in 9 fire stations. The Department has four divisions; Suppression, Training, Prevention, and Administration. The Department responds to structural, transportation, and wildland fires, Haz-Mat incidents, technical rescues, Emergency Medical Services (EMS) first response with Basic Life Support (BLS) and Advanced Life Support (ALS) providers. The Department also does inspections for new and existing buildings, public education, and arson investigations. The RRFD provides service to the City of Round Rock as well Williamson County Emergency Services District (ESD) #9, with a total population of 135,000. The RRFD answered 11,295 calls for service in 2018 with approximately 65% of the calls generating an EMS report and the other 35% generating only a Fire report.
3. **SOLICITATION 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
Part V – Proposal Preparation Instructions and Evaluation Factors	Pages 14 - 17
Attachment A – Proposal Submittal Form and Execution	Page 18
Attachment B – Reference Sheet	Page 19
Attachment C – Subcontractor Information Form	Page 20
Attachment D – Minimum & Preferred Software and Module Checklist	Pages 21 – 22

City of Round Rock
Report Management System
for Fire Department
RFP No. 20-017
Class/Item: 208-57 / 208-63
JUNE 2020

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

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

Adam Gagnon
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-5456
E-mail: agagnon@roundrocktexas.gov

The individuals listed above are the only authorized City contact for this solicitation. The authorized purchasing contact may be contacted by e-mail for clarification for this solicitation including specifications. No other City employee or representative may be contacted about this solicitation prior to contract approval unless otherwise directed by Purchasing personnel. 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	June 22, 2020
Optional pre-proposal meeting	June 30, 2020 @ 10:00 AM, CST
Deadline for submission of questions	July 8, 2020 @ 5:00 PM, CST
City responses to questions or addendums	Approximately July 10, 2020 @ 5:00 PM, CST
Deadline for submission of responses	July 17, 2020 @ 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

<https://www.roundrocktexas.gov/businesses/solicitations>.

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

6. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
7. **OPTIONAL PRE-PROPOSAL MEETING:** The optional pre-proposal meeting will be conducted on the date specified in PART I Section 5- Schedule of Events.
- A. Attendance at the pre-proposal meeting / site visit is optional. Respondents shall sign-in at the pre-proposal meeting to document their attendance. The pre-proposal shall initially begin at:
- City of Round Rock City Hall**
221 E. Main St
Round Rock, TX 78664
- B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting.
8. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

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

- A. Sealed responses shall be clearly marked on the outside of packaging with the RFP 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 proposal.
- F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
- G. Receipt of all addenda to this RFP must be acknowledged, signed, and included with the proposal response.
- H. Late Proposal(s) will not be considered under any circumstances and will be returned unopened if a return address is provided.

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

- A. Respondent shall submit one (1) evident signed "Original" and one (1) identical electronic copy of the RFP response on a flash drive. The submittal is required to include all addendums and requested attachments. The RFP response along with samples and/or copies shall be provided at the Respondents expense and shall become the property of the City.
- B. This request for proposal (RFP) 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 of preparation to this RFP; all costs associated with responding to this RFP will be solely at the interested parties' expense. Not responding to this RFP does not preclude participation in any future RFP/RFQ/IFB.
- C. **For your RFP submittal to be considered responsive, the attachments identified below shall be submitted with your proposal.**
 - ☐ **Addendums:** Addendums may be posted to this solicitation. Respondents are required to submit signed addendums with their sealed response. The Respondent shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation.
 - ☐ **Attachment A: PROPOSAL SUBMITTAL FORM AND EXECUTION:** Failure to complete, sign, and return the proposal submittal form and execution with your offer by the deadline will result in the disqualification of your proposal.
 - ☐ **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 C: SUBCONTRACTOR INFORMATION FORM:** Provide a signed copy of the Subcontractor Information Form.

City of Round Rock
Report Management System
for Fire Department
RFP No. 20-017
Class/Item: 208-57 / 208-63
JUNE 2020

- **Attachment D: MINIMUM AND PREFERRED SOFTWARE AND MODULE CHECKLIST:** Fill out and return the attached checklist to the City with your response.

10. **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.
11. **SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
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 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
Report Management System
for Fire Department
RFP No. 20-017
Class/Item: 208-57 / 208-63
JUNE 2020

**PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS**

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

Professional Liability for Software Contracts: Professional Liability Insurance. The Contractor shall provide coverage, at a minimum limit of \$2,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any Software licensed or Hardware purchased under this Contract.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

City of Round Rock

Report Management System

for Fire Department

RFP No. 20-017

Class/Item: 208-57 / 208-63

JUNE 2020

**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 120 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 report management and scheduling systems for fire departments as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. The Respondent shall provide two years of audited financial statements, including any notes or supplemental schedules within 2 business days upon request.
 - C. The Respondent shall include in the proposal a list all litigation the company or its principals have been involved in within the last three (3) years.
 - D. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
3. **SUBCONTRACTORS:** The City will allow subcontracting, but a single source is preferred. If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment C: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. The Contractor shall:
 - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - B. Be the City's contact for all modules, even if they are provided by a subcontractor.
 - C. Submit a plan for how your company will address any issues, technical or otherwise, from your sub-contractors.
 - D. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Vendor, with the City being named as an additional insured;
 - E. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City; and
 - F. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
4. **WORKFORCE:** Successful Respondent shall:
 - A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner;

- B. 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.

5. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line item charges shall be permitted for either response or invoice purposes.

6. **PRICE INCREASE:** Contract prices for report management and scheduling systems 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 E 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 Contractor, or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

7. **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

8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondent's performance at any time during the contract term.

City of Round Rock
Report Management System
for Fire Department
RFP No. 20-017
Class/Item: 208-57 / 208-63
JUNE 2020

9. 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:
James Gossard
Battalion Chief, Battalion 2B
Fire Department
Phone: 512-748-7924 or 512-218-6635
E-mail: jgossard@roundrocktexas.gov

10. 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

PART IV SCOPE OF WORK

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in providing report management and scheduling systems predominantly used by municipal fire departments. The new system will need to have expansion capabilities to accommodate future municipal growth. The RRFD currently has up to 151 people that will have access to the system. Of the 151 of users, there will be up to 35 people utilizing the new system at any given time. All personnel are dynamic users that will generate up to 2,000 entries a month which include a roughly 1,000 fire reports, ISO training entries, staff activities, building inspections, and new plan entries to name a few.

2. **BACKGROUND:** The RRFD is a career fire department that has 11 front line fire apparatuses with 151 uniformed personnel housed in 9 fire stations. The Department has four divisions; Suppression, Training, Prevention, and Administration. The Department responds to structural, transportation, and wildland fires, Haz-Mat incidents, technical rescues, Emergency Medical Services (EMS) first response with Basic Life Support (BLS) and Advanced Life Support (ALS) providers. The Department also does inspections for new and existing buildings, public education, and arson investigations. The RRFD provides service to the City of Round Rock as well Williamson County Emergency Services District (ESD) #9, with a total population of 135,000. The RRFD answered 11,295 calls for service in 2018 with approximately 65% of the calls generating an EMS report and the other 35% generating only a Fire report.

The City currently utilizes FireHouse (FH) software on a locally owned server. This set-up provides the fire department with real-time data management. All electronic records have been maintained on this server system since the City moved to an electronic report writing system 16-17 years ago. FH has recently been purchased by another company and the new company will provide technical and online support for FH, but they will not provide any updates or expansions, so the system is entering its end-of-life (EOL) stage. In order to stay up to date and compliant, we need to transition to a new report management system before the current version of FH reaches EOL.

The City will be transferring some records from FH, predominantly from the Prevention Division and some Geographic Information System (GIS) information. These documents will vary from Excel spreadsheets to proprietary files from FH.

3. **GENERAL SOFTWARE AND SERVICE REQUIREMENTS:** The proposed software shall-
 - A. Host all City data in a cloud-based solution for an indefinite period of time. Data provided by the City of Round Rock is the property of the City and shall not be shared with parties outside of this contract except with the express, written consent of the City.
 - B. Be provided with software support, training (online or in-person), and user forums if available.
 - C. Maintain personnel management feature (individual address, contact info, phone numbers, badge number, hire date, etc.).
 - D. Be a cloud-based system with web access and/or an application compatible with all mobile platforms;
 - E. Provide the City with real-time access to all data including from inspections, fire calls, medical calls, training records, and all other modules in the application/system and run real-time reports, which include canned reports and ad hoc reports;
 - F. Have multi-level user access and permissions;
 - G. Have the ability to create user defined fields & forms;
 - H. Be able to create and track staff activities including CRR (Community Risk Reduction), Hydrants, Pre-Plans, Daily/Weeklies, Physical Training;
 - I. Be able to create and maintain ISO training tracking log to track ISO training hours and sort by a variety of methods such as shift, month, stations, etc.;

- J. Have the ability to maintain a Quality Improvement/Quality Assurance Process;
- K. Be able to attach large files of at least 4GB to any of the modules;
- L. Have the capability to import from *.csv, Excel, National Fire Incident Reporting System (NFIRS), crystal reports, Arc GIS, Fire Fighters: Individuals and Departments Online (FIDO), Texas Commission on Fire Protection (TCFP);
- M. Have the capability able to export to *.csv, Excel, NFIRS (National Fire Incident Reporting System), Crystal Reports, ESRI, FIDO (Fire Fighters: Individuals and Departments Online), TCFP (Texas Commission on Fire Protection);
- N. Be able to print to *.pdf and network printers from all platforms, including mobile platforms;
- O. Be able to interface with external CAD vendors;
- P. Be able to create plus-1 codes and the ability to edit NFIRS code definitions;
- Q. Provide updates to new/current NFIRS standards;
- R. Populate information from the inspections and prevention modules to other modules as information is updated;
- S. Load, search, amend, and access the current TCFP requirements, amendments, appendices, and associated documents;
- T. Transfer all data to the City of Round Rock servers within 90 days in a format usable by the Department or to another RMS in the event that either party terminates the contract.

4. ADDITIONAL SOFTWARE AND SERVICE REQUIREMENTS FOR THE FIRE MARSHALL'S OFFICE: In addition to the requirements stated in Part IV, Item 3 the Fire Marshall shall be able to-

- A. Add, search, amend, and access the current fire code, view fire code amendments, appendices, and associated documents, while maintaining the same access to previous versions;
- B. Load, search, amend, and access the current City ordinances, amendments, appendices, and associated documents, while maintaining the same access to previous versions;
- C. Create ad hoc checklists that cross reference the fire code with searchable fire code numbers, ordinances, amendments, appendices, and associated documents;
- D. Send emails with attachments from the within the application;
- E. **Preferred** software and service requirements include the ability to use, as a standard, NFPA building construction categories and sub-categories across the application/system.

5. ADDITIONAL SOFTWARE AND SERVICE REQUIREMENTS FOR THE INFORMATION TECHNOLOGY DEPARTMENT: In addition to the requirements stated in Part IV, Item 3 the Information Technology Department will require-

- A. Using the same sign on or single sign on with Active Directory integration;
- B. The retainage of a copy of all data after the term of the contract has expired.

6. PREFERRED SOFTWARE AND SERVICE CAPABILITIES: As preferred software/service these are not minimum requirements but are software capabilities that may benefit the City and could include-

- A. Provide the City with 24/7 support services, 365 days a year;
- B. Set information from the inspections and prevention modules as the MASTER list for all other associated modules and to set access permissions;
- C. Use speech-to-text across all modules;
- D. Create customizable dashboards that will query all fields across the entire application/system, including any user defined fields and ad hoc fields;

- E. Integrate application/system with Microsoft Office, including Outlook, Excel, Word, and PowerPoint;
- F. Create, load, search, amend, and access fillable forms, alert designated recipients that forms requiring their attention have been filled out, and to email, fax, or otherwise transmit forms to internal and external recipients in a manner that will maintain all necessary privacy standards, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA);
- G. Display data analytics;
- H. Autogenerate narratives using user defined templates;
- I. Create financial reports directly from the application that can be emailed to internal and external contacts in multiple formats;
- J. Auto-update to new/current NFIRS standards;
- K. Attach weather meta data (auto-attachment is preferred), and the ability to user-define which NFIRS codes to auto attach weather meta data for;
- L. Attach State of Texas, the Texas Commission on Environmental Quality (TCEQ) [TIER II](#) attachments to addresses across all modules;
- M. **Training preferences** may include the following:
 - i. Ability to create, track, and delineate between standard training levels such as Level I and Level II training per TCFP, ISO training, and Texas Department of State Health Services (TDSHS) training;
 - ii. Create training sessions, courses, and exams as per TFCP Standards;
 - iii. Ability to query training records for individuals for TCFP audit for Company Officer and Battalion Chief use;
 - iv. Ability to create, track, and delineate between standard training levels as defined by the Texas Commission on Law Enforcement (TCOLE).
- N. **Personnel Management Software preferences** may include the following:
 - i. A scheduling module with the ability to be accessed across all platforms that is customizable and has user defined fields.
 - ii. Ability to search across all personnel management fields and utilize a logic tree to pick appropriate personnel for staffing;
 - iii. Ability to update, in real time, the staffing on apparatus in other modules, track hours worked in both standard and user defined categories, and has multiple permissions levels that can be set by levels such as rank or other identifiers;
 - iv. Ability to integrate with Tyler Technologies- Munis, direct integration is preferred.
- O. **Inventory Management Software preferences** may include the following:
 - i. Ability to complete inventory checklists on multiple apparatus types and create notifications to appropriate recipients. This function should include tracking of historical logs;
 - ii. Ability to develop user defined templates to electronically track personnel issued inventory, associated costs, and create fiscal reports.
 - iii. Ability to define multiple inventory types and develop user defined templates to track inventory across multiple modules, locations (stations, apparatus, and supply caches/stock) groups (Team), stations, apparatus, and individuals, etc., possibly through Radio Frequency Identification (RFID);
 - iv. The ability to track and report on all [NFPA requirements](#) for all equipment and gear;

City of Round Rock
Report Management System
for Fire Department
RFP No. 20-017
Class/Item: 208-57 / 208-63
JUNE 2020

- v. The ability to provide robust reporting across multiple data points from within the application, real time data is preferred.

7. **REPORT REQUIREMENTS:** The software shall-

- A. Create and save ad hoc reports for future use;
- B. Must be able to create ad hoc checklists that cross reference the ISO (Insurance Services Office) training hours;

8. **CITY RESPONSIBILITIES:** The City will-

- A. Provide network connectivity to the internet.
- B. Assist with testing.
- C. Require a copy of all documentation.
- D. Provide systems to connect to hosted environment.
- E. Be available for city network connectivity troubleshooting.
- F. Provide CORR IT personnel to be available for installation and will oversee installation of any software that they, themselves are not able to install on their own. The CORR IT department will make the final decision on any software products that are installed or run on CORR Systems.
- G. Provide CORR IT department personnel to install the software on individual CORR systems if the software company that is awarded the contract has a product that needs to be installed on individual CORR systems.

**PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS**

1. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
3. **Exceptions:** Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.
4. **Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.
5. **Proposal Response:** Responses shall be clear and concise and shall include at a minimum: title page, transmittal letter, index or table of contents, dividers for each section and all required attachments. One page shall be interpreted as one side of a double-spaced, printed, 8 ½" X 11" sheet of paper. It is recommended that responses be submitted in ringed binders, metal spirals, or another bound format that best contains all required documentation for submission.
6. **Proposal Format:** Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall include a title page, index or table of contents, dividers for each section and all required attachments and addendums to be organized in the following format by Tab and informational sequence:
 - A. Tab 1- Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
 - B. Tab 2 – System Concept and Solution: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
 - C. Tab3 – Program: Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
 - i. A description of your work program by tasks. Detail the steps you will take in proceeding from pre-implementation to full implementation and describe or provide visuals of the estimated timeline.
 - a. Include the average amount of time it has taken to set up previous clients with your Company's RMS software system and
 - b. Include the contact information of the personnel assigned to implement this system.
 - ii. The training City personnel will have access to and when that aspect will be covered in the implementation timeline. Describe if training is conducted in-person, is web-based, via training modules, etc.
 - iii. Describe in detail how minimum requirements are met and implemented across modules. Include information regarding live versus manual imports, frequency, etc. Include any deviations from minimum requirements and how those concerns will be addressed.

City of Round Rock

Report Management System

for Fire Department

RFP No. 20-017

Class/Item: 208-57 / 208-63

JUNE 2020

- iv. The plan for how your company will address any issues, technical or otherwise, from your subcontractors or the Company itself.
 - a. Describe access to assistance and technical support the City can expect to be provided with.
 - b. Describe what measures the Contractor has in place to ensure deliverables by any subcontractors.
 - v. The degree to which your company will meet minimum requirements, and which preferred software capabilities your company can provide (please describe any we did not list that your company offers).
 - vi. The points at which written, deliverable reports will be provided.
 - vii. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must clearly state their compliance with terms of this Request for Proposal (RFP) or their exceptions.
 - viii. Any and all litigation the company or its principals have been involved in within the last three (3) years.
 - ix. Detail your expectations of what you will need from the City to successfully complete this endeavor.
- D. Tab 4 – Project Management Structure: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- E. Tab 5 – Prior Experience: Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
- F. Tab 6 – Personnel: Include names, qualifications, and resumes of all professional personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.
- G. Tab 7- Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- H. Tab 8 – Attachments and Addendum including Attachment A – Proposal Submittal Form, Execution, Attachment B – Reference Sheet, Attachment C – Subcontractor Information Form and signed addendums (if applicable).
- I. Tab 9 – Cost Proposal: Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.
- i. Manpower. Itemize to show the following for each category of personnel with separate hourly rate.
 - a. Manager, senior consultant, analyst, software administrator, subcontractor etc.;
 - b. Estimated hours for each category of personnel;
 - c. Rate applied for each category of personnel.
 - ii. Itemized Cost of supplies and materials.
 - iii. Other itemized costs: specifically address which services are optional and will result in additional costs and the price of those services.
 - iv. Travel Expenses- Travel expenses shall be in compliance with City travel policy.
 - v. Total (not to exceed) Cost that includes implementation and training.

City of Round Rock

Report Management System

for Fire Department

RFP No. 20-017

Class/Item: 208-57 / 208-63

JUNE 2020

7. EVALUATION CRITERIA: The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the City.

A. Evaluation Criteria: Weights:

- | | |
|--------------------------------------------------------|---------------|
| • Respondent's Program, Approach, and Timeline | 60 pts |
| • Individual and Company Experience and Qualifications | 20 pts |
| • <u>Cost Proposal</u> | <u>20 pts</u> |

Maximum Weight: 100 pts

- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

8. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any contact by the Respondent with the City regarding this RFP, other than those submitted in writing will result in disqualification of the Respondent's proposal.
- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- C. If negotiations are successful, the City and Respondent may enter into an agreement.
- D. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent. The City may then:
- Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
 - The City shall continue this process until an agreement is entered into or all negotiations are terminated.
- E. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.

City of Round Rock

Report Management System

for Fire Department

RFP No. 20-017

Class/Item: 208-57 / 208-63

JUNE 2020

- F. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the awarded Respondent.

9. **POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

- A. Provide City contact(s) information for implementation of the Agreement.
- B. Identify specific milestones, goals and strategies to meet objectives.

Cover Letter

July 17, 2020

Cheryl Kaufman, Purchasing Supervisor
City of Round Rock
221 E. Main St.
Round Rock, TX 78664

Ms. Kaufman,

In response to your request for proposal, ESO has included supporting documentation for the solicitation RFP 20-017 Report Management System for Fire Department.

ESO has been a leader in providing integrated, innovative and user-friendly solutions for the public safety and prehospital industry since 2004 with a focus on improving response, care and outcomes for every community member our customers serve. Our products are designed to help fire organizations and their communities enhance the quality of response, improve operational efficiencies and reduce costs. Created and developed by fire, medic and health information technology professionals, our products are built to fit the needs of today's changing EMS and fire industries and include intuitive features for field staff while supplying administrators deep analytical capabilities needed for reporting state and federal documentation.

ESO's CEO, executive staff and management, account managers, implementation specialists and certified software trainers have extensive experience in the fire and prehospital environment. We currently have over 200 employees and are continuing to grow. Our headquarters are in Austin, Texas and Des Moines, Iowa is home for our FIREHOUSE Software staff. Regional account representatives typically live in the region in which they work, and we have a small group of support and engineering employees that work remotely across the United States. No matter where our employees are, they are here to support our customers and ensure a successful ESO experience. With a high client retention rate, we know that our people make the difference – and we are well known in the industry for our character, integrity, reputation, and judgement. We encourage your agency to contact our references and to ask about ESO throughout the industry.

We are committed to fulfilling the requested work in accordance with requirements outlined in your request for proposal. We look forward to demonstrating our product capabilities.

All of the information and data submitted are true and complete to the best of my knowledge.

Sincerely,

Joanna Hallett
Senior Regional Account Manager
11500 Alterra Parkway #100
512.550.7150
Joanna.hallett@eso.com

Table of Contents

Cover Letter	2
Executive Summary & Project Approach	5
Why ESO?	5
What problem are you solving?	5
What is your solution?	5
Why is ESO best suited to solve this problem?	6
Why are ESO and the City of Round Rock good partners?	6
Business Organization	7
Joint Venture	7
Introduction: Company Background & Experience	7
Financial Solvency, Fiscal Responsibility & Financial Capability	7
System Concept and Solution	8
ePCR for EMS:	8
Records Management System (RMS) for Fire:	8
Understanding of and Compliance with Technical Requirements	10
Key EHR Features	23
ESO Fire Suite Key Features:	30
ESO Properties and Inspections Features:	34
ESO Personnel Management Features:	38
ESO Scheduling Features:	42
Asset Management Features	46
Technical Features, Security and Delivery System for Services	51
Program	52
About Our ESO EHR & Fire Training and Implementation Process:	52
MILESTONE 1: PROJECT KICKOFF	53
MILESTONE 2: INFORMATION GATHERING AND SYSTEM SETUP	53
MILESTONE 3: INSTALLATION OF MOBILE SOFTWARE AND CARDIAC MONITOR INTERFACE	54
MILESTONE 4: ONLINE ADMINISTRATIVE TRAINING (ADMIN/OVERVIEW)	54
MILESTONE 5: MOBILE SOFTWARE TESTING	55
MILESTONE 6: BILLING INTERFACE (IF APPLICABLE)	55
MILESTONE 7: ONLINE ADMINISTRATIVE TRAINING (QM/REPORTING)	55
MILESTONE 8: ONSITE END USER TRAINING	55
MILESTONE 9: REGULATORY COMPLIANCE	56
MILESTONE 10: SYSTEM TESTING	57
MILESTONE 11: SYSTEM GO-LIVE AND POST-IMPLEMENTATION SUPPORT	57
Implementation of Asset Management	58
Implementation of Scheduling	62
Post-Initial Implementation Process	66

Upgrades and Enhancements	66
Bug Fixes and Patches	66
Sample Project Implementation Timeline	67
Project Management Structure	72
Prior Experience	73
Project One: Bellevue Fire Department	73
Project Two: Clackamas County EMS	73
Project Three: King County EMS County Deployment	74
Personnel	75
Pat Piper, Director, Implementation and Training	75
Wade Bredemeier, Training Manager	76
Viviana Barragan, Implementation Administrator	78
Matt Sprague Implementation Manager	80
Deb McCoy-Freeman, Implementation and Training Specialist	81
John Ayres, Technical Support Analyst	82
Jasmin Oswald, Implementation Coordinator	83
Joanna Hallett, Senior Regional Account Manager	84
Authorized Negotiator	85
Attachments and Addendum	86
Cost Proposal	91
Legal Exceptions	96

Executive Summary & Project Approach

Why ESO?

ESO works with more than 10,000 EMS agencies, fire departments, and hospitals to improve community health and safety through the power of data. Our EMS customers leverage our full product portfolio to capture essential data in the prehospital setting that can be quickly and easily transferred to a hospital emergency department to ensure accurate and timely care to improve patient outcomes. Fire departments use our ESO Fire Suite to be equipped with knowledge and insights about a particular property before responding to a fire – this helps ensure firefighter safety and minimizes damage, risk and exposure to dangerous chemicals and other hazards. Additionally, fire departments capture important information on-scene that can later be analyzed and reviewed to identify key trends. Hospitals use our first-of-its-kind Health Data Exchange for closed-loop, bi-directional information sharing with EMS agencies in their community to improve overall patient health. Data without analysis is simply a collection of information with no purpose. At the core of ESO's product portfolio is a powerful analytics tool that comes standard with the platform and allows all of our customers to identify key trends and patterns in their community that will improve response times, patient outcomes, responder safety, community safety, and more.

What problem are you solving?

The CEO of a company called Mixpanel has said: "Most of the world will make decisions by either guessing or using their gut. They will be either lucky or wrong." For EMS agencies, fire departments and hospitals, lucky or wrong is not an option when it comes to patient health and community safety. ESO was founded on the premise that the smarter use of data to provide clinical and operational insights will improve community health and safety by helping agencies and departments get access to the information they need in real time as well as helping organizations identify gaps in training, documentation, procedures, etc.

When the company was founded in 2004, many departments and agencies were using paper solutions to capture critical patient information in the prehospital setting (for example, when an ambulance showed up at a car crash). A paper solution proposes multiple problems, including lack of security regarding important patient information, no ability to perform analytics and discover trends, no ability to quickly and easily share information with a hospital emergency department, and high likelihood that notes could get lost, smudged or destroyed; this had an impact on positive patient results.

What is your solution?

ESO created a cloud-based solution called electronic patient care reporting (ePCR) software to help paramedics capture essential patient data in the field. This software would allow agencies to capture important information in a way that is HIPAA-compliant, would allow for analysis and insights to be gleaned that would help drive improvements across departments and agencies, and would allow important information to be shared en route with hospital emergency departments to ensure a patient with a serious condition would get treatment immediately upon arrival.

ESO created additional products that extend the value of the ePCR platform, including a product called ESO Health Data Exchange to share information between EMS agencies and hospitals, as well as incident reporting software for fire departments. Since its inception, ESO customers around the country are using data in ways that would not have been conceivable even a few years ago. In Washington, one agency created visual heat maps of opioid calls to create proactive campaigns and

other programs that targeted individuals in areas with the densest activity to reduce the opioid epidemic in their community. In Kentucky, one hospital system was able to improve insight into patients arriving by ambulance by as much as 63% in the first week of implementing ESO software, significantly increasing the probability that an arriving patient would get the right treatment in a much timelier manner.

Why is ESO best suited to solve this problem?

There is always competition. And companies will come and go with point solutions they believe will solve an industry problem – but many of these companies don’t fully understand the nuances of our industry. We engage our customers as a partner – as a part of the industry -- not a vendor. We have deep relationships, which are absolutely critical in this industry, and a longstanding history of success with our customers. We are also innovators that understand where the industry is going in the next 5-10 years and help our customers get there as part of an evolutionary process, not a disruptive process. Our customer retention rate is north of 97%. We are the largest software provider to EMS agencies and fire departments. We have significant investment resources to ensure our stability and longevity. We have the industry wherewithal and expertise to understand how subtle technology or policy changes can have significant impact on our customers, and we freely share our knowledge with the industry to help organizations succeed -- because, at the end of the day, that's what helps improve community health and safety.

Why are ESO and the City of Round Rock good partners?

ESO is just down the road! We have been fortunate to partner with Travis and Williamson Counties, which enables the benefit of our “Mobile to Mobile” patient care transfer capability for Round Rock Fire to easily hand off and share information with your transport partners and other departments. Many of your neighboring departments are also ESO users; many of your surrounding hospitals are also utilizing our Health Data Exchange platform.

We have implemented many large departments on ESO EHR and Fire solutions and have more than 2,500 EHR implementations. From solutions with NarcBox for controlled substance tracking, to partnerships with Fire Rescue 1 and EMS 1 Academy, a full RMS solution providing proper and easy documentation, a wealth of data and unprecedented ease and access, we offer the experience and service beyond that of just a vendor.

As a company, we continue to grow our product offerings and seek out interoperability and integration at every opportunity to offer our customers the best in class, most efficient products. We acquired FIREHOUSE Software and with it their decades of experience and customers in 2017. We have an exclusive partnership with ESO Alerting®- a software designed to improve communication, including time-sensitive emergencies, between the ambulance and the hospital. And we still have much to come! Our goals are to grow with the industry and continue to provide offerings that integrate with your work flow.

Business Organization

Company Information	
Legal Name	ESO Solutions, Inc.
Address	11500 Alterra Parkways, Suite 100 Austin, Texas 78758
Phone Number	(866).766.9471
Type of Entity	Corporation, Private (incorporated in Texas)
Federal EIN	36-4566209

Contact Information		
Individuals Authorized to Bind and Execute	Allen Johnson <i>Chief Product Officer</i>	allen.johnson@eso.com ext. 1017
	Cortney Johnson <i>Chief Financial Officer</i>	cortney.johnson@eso.com ext.1036
Questions Regarding RFP	Joanna Hallett (PRIMARY) Senior Regional Account Manager	joanna.hallett@eso.com (512) 550-7150
Contractual Matters	Scott Kelly <i>Director of Contracts</i>	Scott.kelly@eso.com (512) 308-6508

Joint Venture

ESO Solutions, Inc. is not presenting a joint venture or association.

Introduction: Company Background & Experience

ESO has been a leading provider of integrated, innovative and user-friendly solutions for the pre-hospital healthcare industry since 2004, bringing together industry leaders in EMS, software design and information technology to deliver clinically sophisticated, end-user friendly Software-as-a-Service (SaaS) solutions for hospitals and emergency medical and fire services. The products are designed to help EMS and hospitals enhance the quality of care, improve efficiencies and reduce costs.

Financial Solvency, Fiscal Responsibility & Financial Capability

ESO Solutions, Inc. is a privately held corporation, established in 2004. We are based in Austin, Texas. ESO does not have any judgments, pending or expected litigation, or other real potential financial reversals, which might materially affect the viability or stability of our company.

In 2016, ESO completed a \$15 million Series C funding round with Accel KKR. In 2017, we acquired SafetyPAD and FIREHOUSE Software and in 2019 we acquired eCore Software, these acquisitions could not have been completed without a very healthy financial position.

System Concept and Solution

ESO strives to provide a first-class experience for our customers and offer software that fits with their unique needs. In preparing this proposal for Colorado Springs Fire in respect to your need for a records management system, we present the following approaching to the project:

ePCR for EMS:

ESO Electronic Health Record (EHR) captures critical patient care information through a flexible workflow and user-friendly features. EHR is NEMSIS v 3.3.4 and 3.4 compliant and submits electronic patient care data to the state on behalf of our customers. EHR integrates with ESO FIREHOUSE Incidents.

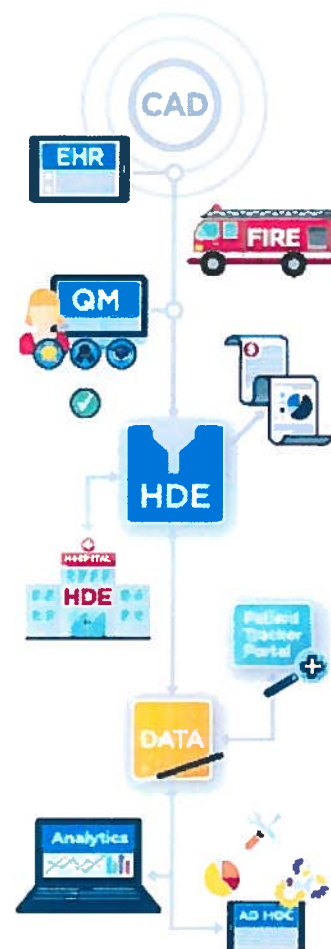
Records Management System (RMS) for Fire:

ESO began building components of its RMS for fire in 2010, with the launch of an NFIRS reporting system. In 2017, ESO acquired FIREHOUSE Software, combining the historical robustness of the FIREHOUSE Software system with ESO's expertise in building superior software – ESO is positioned to provide the best of fire RMS for the needs of our customers.

As ESO continues to grow and expand their fire RMS offering, the goal is to take the best and brightest elements of FIREHOUSE and integrate them into the look and feel of ESO products. In choosing ESO, users are able to select the option that works best for their needs to provide the best in patient care and public safety.

The full ESO Software capabilities include:

- **ESO EHR:** ESO EHR easily captures critical patient care information through a flexible workflow and user-friendly features. EHR is NEMSIS v 3.3.4 and v 3.4 compliant and submits electronic patient care data to the state on behalf of our customers, making data submission worry free.
- **ESO Analytics:** ESO Analytics makes complex data accessible with one-click reporting for clinical, operational and core measures. ESO Analytics integrates with EHR, Fire Incidents and HDE.
- **ESO Personnel Management:** ESO Personnel Management conveniently records and stores personnel information, training courses, education history, immunizations and more within a single application.
- **ESO Quality Management:** ESO Quality Management provides administrators the ability to review clinical and operational document to drive improvement.
- **ESO Quick Speak:** ESO Quick Speak enables EMS field providers to communicate with non-English-speaking patients.



- *ESO Health Data Exchange (HDE)*: ESO Health Data Exchange (HDE) enables secure data sharing between EMS and hospitals to support quality activities along the continuum of care. HDE gives EMS the power to increase efficiency, advance quality and improve patient care.
- *TrackEMS*: TrackEMS delivers a configurable mobile application for EMS and hospital staff to securely and efficiently communicate during time sensitive emergencies.
- *ESO Fire Incidents*: ESO Fire Incidents captures data on critical fire events and automatically submits NFIRS compliant reports into state repositories. Fire Incidents integrates seamlessly with EHR and Personnel Management.
- *ESO Fire Properties and Inspections*: ESO Fire Properties and Inspections easily collects and manages the data fire departments need to successfully develop pre-plans and conduct inspections.
- *ESO Billing*: ESO Billing streamlines the reimbursement process by automating workflows and minimizing the cost for each claim processed, delivering faster reimbursements and great efficiencies.
- *ESO Dispatch*: ESO Dispatch simplifies dispatching needs through pre-scheduled transportation management, linked runs and powerful mapping so the right unit gets to the right place at the right time.
- *ESO Payer Insight*: ESO Payer Insight pairs with ESO Health Data Exchange to give your billing team in-app access to patient insurance, demographic information and other related patient billing information directly from the hospital
- *ESO Asset Management*: ESO Asset Management delivers robust workflow tools including granular notifications, assignments and asset tracking to keep departments in-tune with their equipment, gear and other key assets.
- *ESO Checklists*: ESO Checklists provides easy-to-use digital checklists to capture current condition of vehicles, equipment, places and people.
- *ESO Scheduling*: ESO Scheduling combines automated employee scheduling, time and attendance, overtime control, request management and messaging into one easy to use tool.

Understanding of and Compliance with Technical Requirements

ESO understands that Round Rock FD is looking for an all in one records management solution that allows for documentation of a medical incidents as well as fire incidents. In addition, the FD would like to track personnel training and credentials as well as have a scheduling program to not only staff all units but links to the Incidents module for easier documentation. Round Rock FD would also like to track capital equipment in order to keep maintenance records and monitor where all equipment is located.

We have additionally included information regarding our properties and inspections module and while specific requirements did not address, the answers in the addendum discussing number of inspections gives the impression that this module may also be desired.

ESO also offers checklists as part of the asset management platform. This allows for daily checks of equipment that tie back to an admin console where administrators can monitor status of equipment and get notified of any faulty equipment.

From the clinical perspective, ESO also offers the ability to receive outcome data through Williamson County EMS by using the built-in mobile to mobile feature where a provider initiates the record on his/her computer and can transfer data to the transporting unit. This link will then pass any outcome data that Williamson County receives back to your providers.

The ESO Personnel Management Module (PM) has the ability to track personnel information as well as classes conducted, allowing hours and points to be assigned to those successfully completing a course. ESO PM does not provide content, but we do have a partnership with Lexipol (FireRescue1 Academy) who do offer courses in both EMS and Fire.

Below is Attachment D with our responses. A couple of items to clarify:

We allow for attachments, but 4GB per attachment is a huge file and more than we allow. We typically max at 10-20MB.

Active Directory and Single Sign-on – ESO does not interfere with your ability to use Active Directory, but we do not allow other applications to send passwords to our software given the amount of HIPAA related data that we store. So, the user can continue with Active directory for other applications, but would still have to provide login credentials to access the ESO Suite.

When referring fillable forms, ESO has the ability to upload forms into the EHR where they can be filled out by a crew and accessed. These are designed to be specifically related to that incident and remain attached to the record and can be viewed by anyone with access. ESO Asset Management also allows for the creation of custom forms that are reportable.

ATTACHMENT D

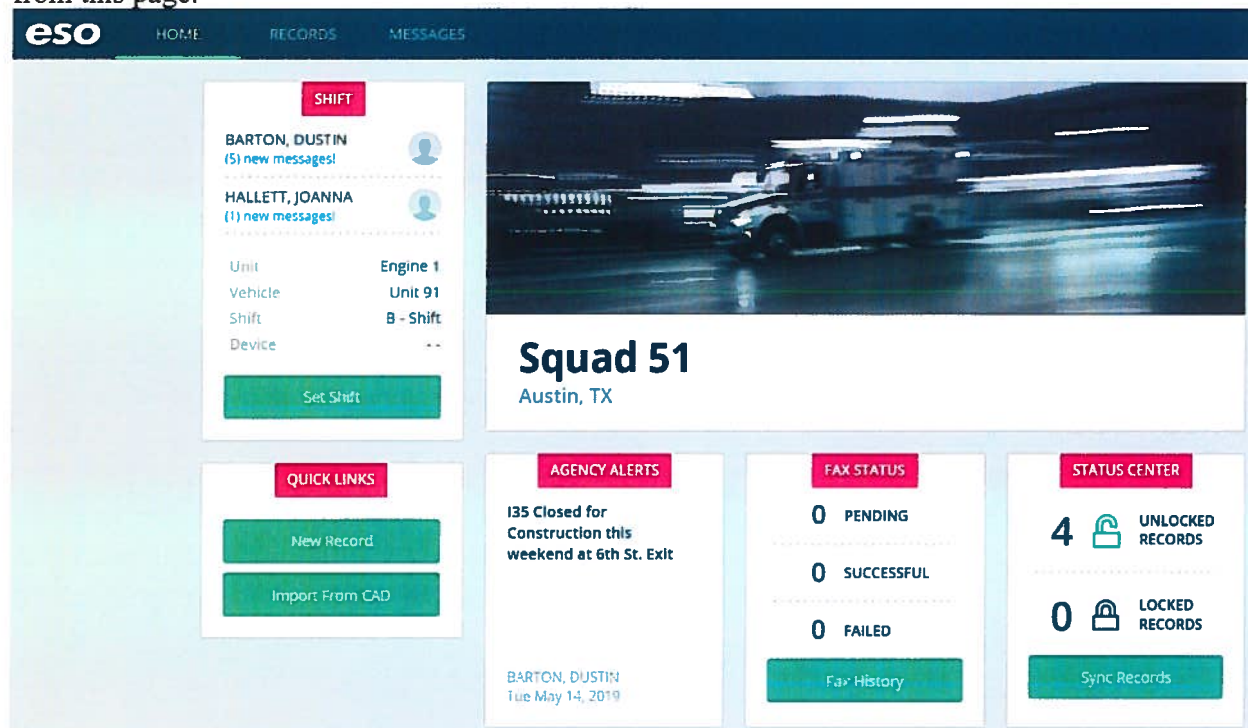
MINIMUM AND PREFERRED SOFTWARE AND MODULE CHECKLIST

MINIMUM SOFTWARE REQUIREMENTS:	YES	NO
Cloud-based solution with web access and/or an application compatible with all mobile platforms	X	
Software Support	X	
Software Training	X	
Personnel Management Feature	X	
Provide the City with real-time access to all data	X	
Run real-time reports including canned and ad hoc reports	X	
Multi-level user access and permissions	X	
Ability to create user defined fields and forms		X
Ability to create and track staff activities	X	
Create and maintain ISO training tracking log that is sortable	X	
Ability to maintain a Quality Improvement/Quality Assurance Process	X	
Ability to attach large files of at least 4GB to any of the modules		X
Have the capability to import from *.csv, Excel, National Fire Incident Reporting System (NFIRS), crystal reports, Arc GIS, Fire Fighters: Individuals and Departments Online (FIDO), Texas Commission on Fire Protection (TCFP)	X	
Ability to print to *.pdf and network printers from all platforms, including mobile platforms	X	
Ability to interface with external CAD vendors	X	
Ability to create plus-1 codes and the ability to edit NFIRS code definitions	X	
Provide updates to new/current NFIRS standards	X	
Populate information from the inspections and prevention modules to other modules as information is updated	X	
Load, search, amend, and access the current TCFP requirements, amendments, appendices, and associated documents	X	
Transfer all data to the City of Round Rock servers within 90 days in a format usable by the Department	X	
Add, search, amend, and access the current fire code, view fire code amendments, appendices, and associated documents, while maintaining the same access to previous versions	X	
Load, search, amend, and access the current City ordinances, amendments, appendices, and associated documents, while maintaining the same access to previous versions	X	
Create ad hoc checklists that cross reference the fire code with searchable fire code numbers, ordinances, amendments, appendices, and associated documents	X	
Send emails with attachments from the within the application	X	
Ability to use the same sign on or single sign on with Active Directory integration		X
Retainage of a copy of all data after the term of the contract has expired	X	
PREFERRED SOFTWARE REQUIREMENTS:	YES	NO
Software User forums (if available)	X	
Provide the City with 24/7 support services, 365 days a year	X	
Set information from the inspections and prevention modules as the MASTER list for all other associated modules and to set access permissions	X	
Use speech-to-text across all modules	X	
Create customizable dashboards that will query all fields across the entire application/system, including any user defined fields and ad hoc fields	X	
Integrate application/system with Microsoft Office, including Outlook, Excel, Word, and PowerPoint	X	
Create, load, search, amend, and access fillable forms		X
Alert designated recipients that forms requiring their attention have been filled out		X

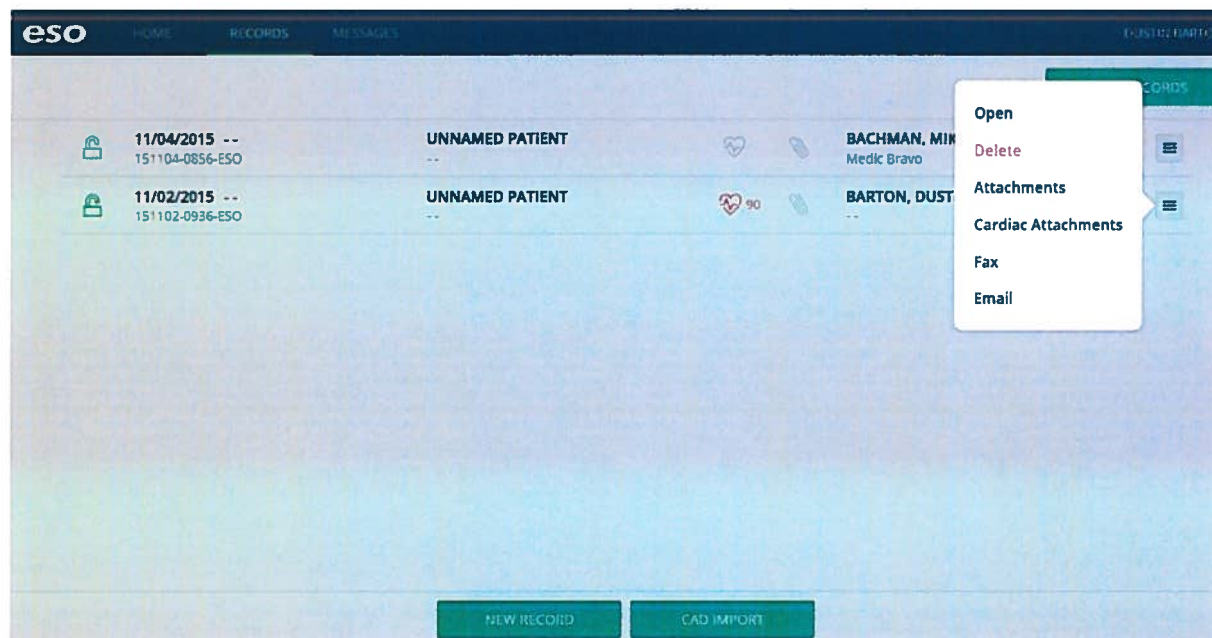
transmit forms to internal and external recipients in a manner that will maintain all necessary privacy standards		
Display data analytics	X	
Autogenerate narratives using user defined templates		X
Create financial reports directly from the application that can emailed to internal and external contacts in multiple formats	X	
Auto-update to new/current NFIRS standards	X	
Attach weather meta data (auto-attachment is preferred), and the ability to user-define which NFIRS codes to auto attach weather meta data for	X	
Attach State of Texas, the Texas Commission on Environmental Quality (TCEQ) TIER II attachments to addresses across all modules	X	
TRAINING MODULE PREFERENCES:	YES	NO
Ability to create, track, and delineate between standard training levels such as Level I and Level II training per TCFP, ISO training, and Texas Department of State Health Services (TDSHS) training	X	
Create training sessions, courses, and exams as per TFCP Standards	X	
Ability to query training records for individuals for TCFP audit for Company Officer and Battalion Chief use	X	
Ability to create, track, and delineate between standard training levels as defined by the Texas Commission on Law Enforcement (TCOLE)	X	
PERSONNEL MANAGEMENT MODULE PREFERENCES:	YES	NO
A scheduling module with the ability to be accessed across all platforms that is customizable and has user defined fields	X	
Ability to search across all personnel management fields and utilize a logic tree to pick appropriate personnel for staffing	X	
Ability to update, in real time, the staffing on apparatus in other modules, track hours worked in both standard and user defined categories, and has multiple permissions levels that can set by levels such as rank or other identifiers	X	
Ability to integrate with Tyler Technologies- Munis, direct integration is preferred	X	
INVENTORY MANAGEMENT MODULE PREFERENCES:	YES	NO
Ability to complete inventory checklists on multiple apparatus types and create notifications to appropriate recipients. This function should include tracking of historical logs	X	
Ability to develop user defined templates to electronically track personnel issued inventory, associated costs, and create fiscal reports	X	
Ability to define multiple inventory types and develop user defined templates to track inventory across multiple modules, locations (stations, apparatus, and supply caches/stock) groups (Team), stations, apparatus, and individuals, etc., possibly through Radio Frequency Identification (RFID)	X	
The ability to track and report on all NFPA requirements for all equipment and gear	X	
The ability to provide robust reporting across multiple data points from within the application, real time data is preferred	X	
REPORT MINIMUM REQUIREMENTS:	YES	NO
Create and save ad hoc reports for future use	X	
Create ad hoc checklists that cross reference the ISO (Insurance Services Office) training hours	X	

Key EHR Features

From the Mobile Home page, users see a dashboard to view messages, see a count of records in that status center and can pre-enter the crew for that shift. The user can also start a new record directly from this page.



From the EHR Landing page, users add new calls (and may run multiple calls at once) as well as print/fax/email calls or upload files as attachments.



The Incident Details page provides a simple place for incident data entry and CAD import. With quick picks that allow for quick data entry and a left side navigation panel, the user can work thru the application swiftly and efficiently.

The screenshot shows the 'Incident Details' page for an 'UNNAMED PATIENT'. The left sidebar contains a navigation menu with options: RESPONSE (selected), SCENE, PERSONNEL, DISPOSITION, DESTINATION, TIMES, MILEAGE, ADDITIONAL, NFIRS, and PPE / EXPOSURE. The main content area is titled 'Response' and contains the following fields:

- Incident Number: 151102-0936-ESO (with a 'CAD Import' button)
- Run Number: (empty field)
- Run Type: MIH Visit (selected)
- Priority: Lights/Sirens (selected), Lights/Sirens, Downgraded, No Lights/Sirens, Other
- Shift: (empty field with a 'Select' dropdown)
- Unit: (empty field with a 'Select' dropdown)

The Patient Info page includes a patient lookup feature, which populates the patient's demographic information, history, medications, and allergies, along with his or her billing information, from the last call.

The screenshot shows the 'Patient Info' page for a patient named 'BOBBY'. The left sidebar contains a navigation menu with options: DEMOGRAPHICS (selected), CONTACT, MEDICATIONS, ALLERGIES, HISTORY, and BELONGINGS. A modal window titled 'Select a record' is displayed, showing a table of records matching the search criteria.

Record Date	Patient Name	Patient Date of Birth	SSN
11/03/2015 @09:53:58	BOBBY, RICKY	07/16/1971	XXX-XX-7777
11/03/2015 @09:31:43	BOBBY, RICKY	07/16/1971	XXX-XX-7777
11/03/2015 @09:06:49	BOBBY, RICKY	07/16/1971	XXX-XX-7777
11/02/2015 @21:01:51	BOBBY, RICKY	07/16/1971	XXX-XX-7777
11/02/2015 @09:35:03	BOBBY, RICKY	07/16/1971	XXX-XX-7777

15 records from last 90 days matching "BOBBY" & "77777777"

Buttons: Cancel, Import

ESO's Quick Treat feature allows end users to time stamp events, including vital signs, without having to leave their place within the record. Additional Quick Treat buttons are included in the General and Meds tabs.

The screenshot shows the 'ESO QUICKTREAT VITALS' interface. At the top, there's a navigation bar with 'PATIENT DOE', 'ALERT', 'GENERAL', 'MEDS', and 'CPR'. The 'VITALS' tab is active. Below the header, there's a 'Add View' button. The main area contains six input fields for vital signs: BLOOD PRESSURE, SpO₂, PULSE, TEMPERATURE °F, RESPIRATION, and GLUCOSE. To the right of these fields is a numeric keypad with buttons for digits 0-9 and a red 'C' button. The interface has a dark blue sidebar on the left and right.

Quick Treat CPR allows users to time stamp resuscitation events as they occur. Events that occur multiple times in the code are indicated by a counter in the corner of each item. All events entered through Quick Treat are editable in the main flowchart treatment area.

The screenshot shows the 'ESO QUICKTREAT MEDS' interface. At the top, there's a navigation bar with 'PATIENT DOE', 'ALERT', 'VITALS', 'GENERAL', and 'CPR'. The 'MEDS' tab is active. Below the header, there's an 'OK' button. The main area contains a grid of medication buttons: Adenosine, Atorvastatin, Aspirin, Atropine, Benadryl, Dextrose 50%, Glucagon, Morphine, Nitrostat, Nitroglycerin, Oral Glucose, Phenergan, Valium, Xopenex, and Zofran. The interface has a dark blue sidebar on the left and right.

On the Assessment Details page, ESO uses toggle switches that allow a user to easily indicate a positive or negative finding based on a simple click to the left or right. All information populates the assessment grid.

The screenshot displays the 'Initial Assessment' form in the ESO application. The left sidebar lists body systems: MENTAL STATUS, SKIN, HEENT, CHEST, ABDOMEN, BACK, PELVIS/GU/GI, EXTREMITIES, and NEUROLOGICAL. The main content area is titled 'Initial Assessment' and includes a green 'OK' button. Below the title, the 'Mental Status' section has a radio button for 'No Abnormalities' and a 'Not Assessed' button. It features five toggle switches: 'Combative' (Positive), 'Confused' (Negative), 'Hallucinations' (Negative), 'Unresponsive' (Negative), and 'Other' (with '+' and '-' buttons). The 'Orientation' section has a blue button for 'Assessed Oriented x4' and four toggle switches for 'Person', 'Place', 'Time', and 'Event', all set to 'Positive'. A 'Comments' section is at the bottom.

Assessment input options on the anatomical figures include a point and place injury process. This injury placement also populates the assessment grid.

The screenshot shows the anatomical figure interface in the ESO application. The left sidebar lists injury types: Abrasion, Amputation, Avulsion, Blunt Injury, Burn, Crush Injury, Dislocation, Ecchymosis, Edema, Fracture, Gunshot Wound (highlighted with a green bar and a '1' icon), Hemorrhage, Laceration, Other, Pain, Puncture/Stab, Sprain/Strain, Submersion, and Suffocation. The central area displays a 3D anatomical figure of a male torso with a red dot indicating an injury on the chest. A magnifying glass icon is visible. The right sidebar contains a grid of six smaller anatomical figures for selection, a green 'OK' button, and a 'Change Model' link.

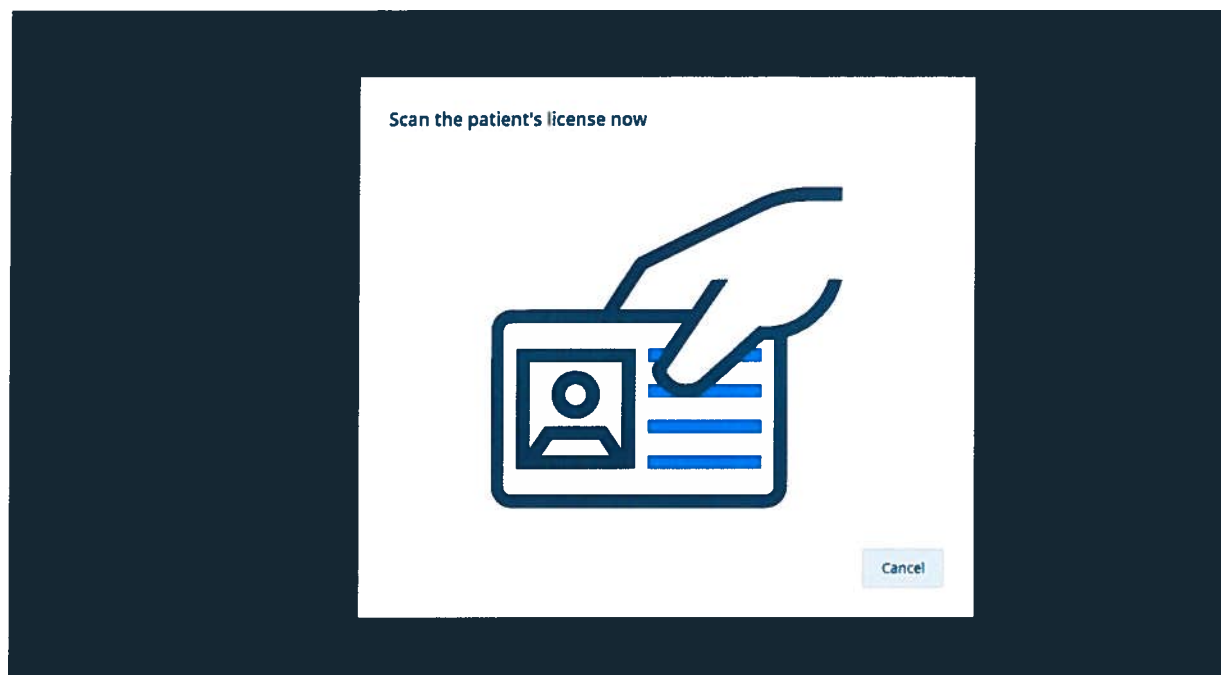
ESO's Specialty Patient forms are templates designed to enable end users to focus documentation on specific patient types.

The screenshot shows the ESO EHR interface for a patient named BOBBY. The top navigation bar includes icons for INCIDENT, PATIENT, VEHICLE, FOLLOW-UP, ASSESSMENTS, INQUIRIES, FORMS, BILLING, and DOCUMENTS. The left sidebar lists Specialty Patient Forms: Acute Coronary Syndrome, Influenza Screening, CPR - Cardiopulmonary Resuscitation, Motor Vehicle Collision, and Trauma Criteria. The 'Motor Vehicle Collision' form is selected, showing a form with fields for Patient Injured (Yes/No), Position in Vehicle (Select), Seat Row (Select), Safety Devices Used By Patient (Multi/None), and Extrication Required (Yes/No). An 'OK' button is visible in the top right corner of the form.

ESO EHR accepts onscreen Signatures for multiple purposes.

The screenshot shows a 'Patient Authorization' dialog box with an 'OK' button in the top right corner. The main area of the dialog contains the text 'Sign Here' and a dashed line with a small 'x' icon at the beginning, indicating where the patient should sign.

Driver's License Scanning allows a user to import a patient's demographic information directly from their driver's license.



Patient Outcome Data available to the providers from the ESO landing page.

ALTUVE, JOSE

NEVER A WAIT ER

INCIDENT	191025-0938-ESOSALES
GENDER	Male
AGE	39 Years
SCENE	11500 Alterra Parkway
LEAD	DUSTIN BARTON
.....	
DISPATCH	12:35 Oct 25, 2019
ON SCENE	12:35 Oct 25, 2019
AT PATIENT	12:35 Oct 25, 2019
AT DEST	12:39 Oct 25, 2019
CLOSE	12:39 Oct 25, 2019

View ePCR

View Outcome

EMS IMPRESSIONS

EMD CARD NUMBER/
DISPATCH NATURE

PRIMARY IMPRESSION

ED DISCHARGE

DIAGNOSIS

DISPOSITION

HOSPITAL DISCHARGE

DIAGNOSIS

DISPOSITION

/ Breathing Problem

Chest Pain / Discomfort

Injury Eye

not available

Periorbital cellulitis @ 19:45 Nov 5, 2019

Discharged to home or self care (routine discharge) @ 19:45 Nov 5, 2019

ESO's Analytics lets users drill down into the data they collect in the field. Reports span the spectrum with everything from 12-lead ECG performance to turnaround times and opioid data. Users can filter and customize reporting so that everyone from basic users to data experts can find insight in the information they collect each day.



ESO Fire Suite Key Features:

From the Home page, users see a dashboard to view messages, see a count of records in that status center and can pre-enter the crew for that shift. Personnel who are assigned the Fire User role have access to any incidents in Draft status on the Fire landing page and can create records. Personnel with either the Fire Supervisor or Fire Manager role have access to all Locked incidents in the system.

The Incident List contains a list of fire records entered into your system. Incidents are presorted by status, then by date and time. Draft incidents are listed above Locked incidents by default. Agencies can import EHR and SafetyPAD's ePCR into both of our Fire products – ESO Fire Incidents and ESO FIREHOUSE Software.

eso

FIRE - INCIDENTS

SELECTED VIEW

Custom

Filters

190 records found from 07/07/2018 - 10/05/2018

09/19/2018 01:20:00 SALES CASE 5 9192018	DRAFT	1100 OLD ML (111) - Building fire	Engine 1, Engine 2, En...			
09/19/2018 00:00:21 NFIRS 2	DRAFT	9020 N CAPITAL TX HWY BUILDING 2 (321) - EMS call, excluding vehicle accident w...	Engine 2, Medic 2			
09/19/2018 00:00:21 NFIRS 1	DRAFT	9020 N CAPITAL TX HWY BUILDING 2 (111) - Building fire	Engine 1, Medic 1			
09/19/2018 00:00:00 180919-115105 SALES	DRAFT	-- (111) - Building fire	Medic 1, Engine 38			
09/18/2018 00:00:00 180918-082027 SALES	DRAFT	-- (111) - Building fire	Engine 1 A - Shift			
09/14/2018 12:12:12 180914-030320 SALES	DRAFT	552 E Co N dooper (111) - Building fire	Medic 14			
09/14/2018 00:00:21 NFIRS 1	DRAFT	9020 N CAPITAL TX HWY BUILDING 2 --	Engine 1, Medic 1			
09/14/2018 00:00:21 E - 1011-1011	DRAFT	9020 N CAPITAL TX HWY BUILDING 2 (2014) - EMS call, excluding vehicle accident w...	Engine 2, Medic 2			

Add Incident

Import CAD

Import EHR

An incident can be viewed or edited by clicking on its Incident Number in the incident list. Users can access the homepage, review validation issues, add exposures, print records and input NFIRS required information.

The screenshot shows the ESO NFIRS-2 form interface. The top navigation bar includes icons for BASIC, UNIT REPORTS, FIRE, COMMUNITY, INCIDENT, HAZARDOUS, and ARSON. The left sidebar lists sections: INCIDENT, AID, LOCATION, TIMES, COUNTS, LOSS, PERSON/OWNER, AUTHORIZATION, and NARRATIVE. The main form area displays the following fields:

- Incident Number:** NFIRS-2 (with a CAD Import button)
- Incident Date:** 08/08/2018
- NFIRS Number:** 0000874
- Incident Type:** (111) - Building fire
- Alarms:** (empty field)
- Station:** Station 2
- Shift:** B - Shift

Data can be entered into the fields by typing NFIRS code numbers or by free-text typing. As a user enters information, the system will search for matches automatically to make information input easier.

This screenshot shows the ESO NFIRS-2 form with the 'Action Taken' section expanded. The left sidebar and top navigation bar are the same as in the previous screenshot. The main form area displays the following fields:

- Shift:** B - Shift
- District:** Alpha
- Injury Or Death:** None
- Fire Or Wildland:** (empty field)
- Hazardous Materials Released:** (empty field)
- Action Taken 1:** REQUIRED (with a dropdown menu open showing a list of actions)
- Action Taken 2:** (empty field)

The 'Action Taken 1' dropdown menu is open, showing a search bar and a list of actions:

- (00) - Action taken, other
- (1) - Fire Control or Extinguishment
- (2) - Search & Rescue
- (3) - EMS & Transport
- (4) - Hazardous Condition
- (5) - Fires, Rescues & Hazardous Conditions
- (6) - Systems & Services
- (7) - Assistance
- (8) - Information, Investigation & Enforcement

ESO's Fire Incidents has built-in, real-time validation functionality. At the top of the screen, the module tabs will display a yellow warning sign, depending on the state of the information found on that page of the document. Users can also receive a full list of validation errors and be guided into

Validation Errors

26 VALIDATION ISSUES
Click here to expand

2 EXPOSURES
Click here to expand

Basic Tab

Location Type
Required

Alarm Date
Must equal Incident Date

EMS Personnel
Must be greater than 0 if apparatus responded to an incident

Est. Content Losses
Required

Est. Property Losses
Required

Unit Reports Tab

Dispatch Time
Required

Dispatch Time
Required

Enroute Time
Required

Modules, such as Unit Reports, allow departments to track information on units and personnel that respond to incidents. It also allows for unit narratives to track what each unit did within the incident.

Unit Reports

Units Reports Personnel

Engine 2 - Edit

SUPPRESSION **UNKNOWN PRIORITY**

0 ACTIONS 2 PERSONNEL View

Medic 2 - Edit

EMS **UNKNOWN PRIORITY**

0 ACTIONS 0 PERSONNEL

Dispatch	Enroute	Arrival	Clear	In District
00:00:31	00:00:41	00:00:51	00:01:51	...
00:00:31	00:00:41	00:00:51	00:01:51	...

2 Units Total

Add Units

Responsespecific modules such as Casualty, Hazmat, Arson and Wildland allow users to record pertinent NFIRS information and other details.

The screenshot displays the ESO (Emergency Services Online) interface for recording a Civilian Casualty. The top navigation bar includes the 'eso' logo, 'NFIRS: 2,000', and 'VALIDATION ISSUES 17'. Below this is a red navigation bar with icons for BASIC, UNIT REPORTS, FIRE, CASUALTY, HAZMAT, ARSON, and WILDLAND. The main content area is titled 'Civilian Casualty' and features a sidebar with 'INJURED PERSON', 'INJURY INFO', 'INJURY LOCATION', and 'REMARKS'. The 'INJURED PERSON' section is active, showing fields for Gender (REQUIRED), Date Of Birth (REQUIRED, mm/dd/yyyy), Age Estimated (toggle), Calculated Age, First Name, and Middle Initial.

Civilian Casualty OK

INJURED PERSON

Injured Person

Gender **REQUIRED**

Date Of Birth **REQUIRED** mm/dd/yyyy Age Estimated

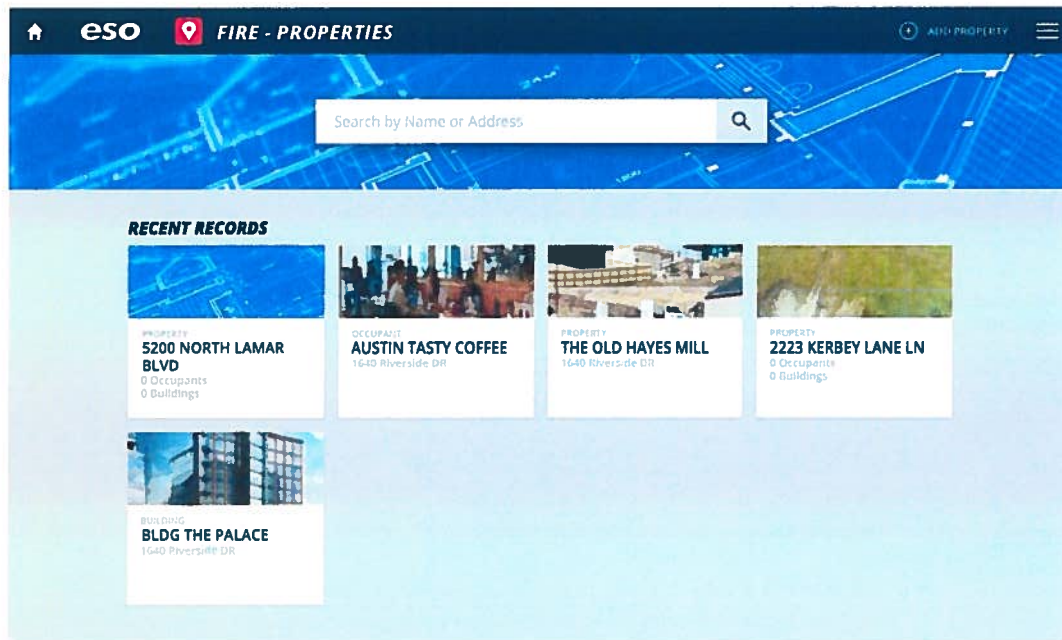
Calculated Age

First Name

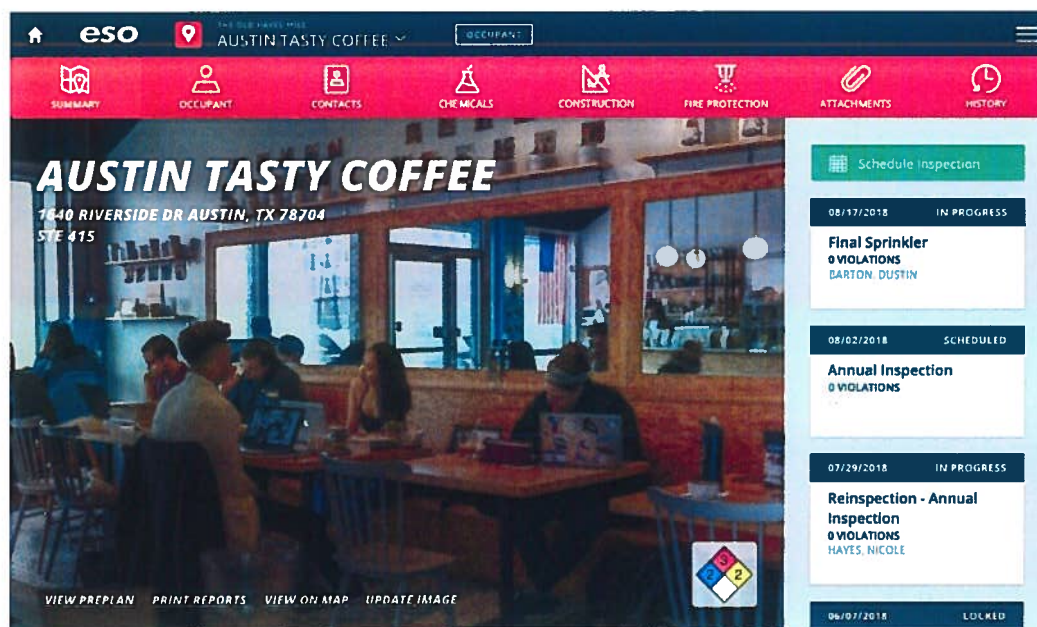
Middle Initial

ESO Properties and Inspections Features:

ESO Properties creates a three-level hierarchy for organization the information of a property. Users can create an inventory of properties, buildings and occupants within the fire department's response area.



Users can document important features within each property, such as water sources, construction materials, exits, fire protection systems, chemicals on site and more.



Users can add information by moving left to right across the tabs at the top. Information can be printed and attachments, such as photos, pre-plans and other documents can be added quickly in the attachments section. ESO Properties also offers detailed occupant – building – property history so users can track changes with ease.

The screenshot shows the ESO software interface for 'AUSTIN TASTY COFFEE'. The top navigation bar includes tabs for SUMMARY, OCCUPANT, CONTACTS, CHEMICALS, CONSTRUCTION, FIRE PROTECTION, ATTACHMENTS, and HISTORY. The left sidebar lists DIMENSIONS, EXITS, CONSTRUCTION, ACCESS, and KEY BOXES. The main content area displays the 'Dimensions' section with the following data:

Length	Width	Use Square Footage
56 ft	45 ft	2520 sq ft

Below this, the 'Exits' section is visible, showing:

Height	Total Square Footage
ft	2520 sq ft

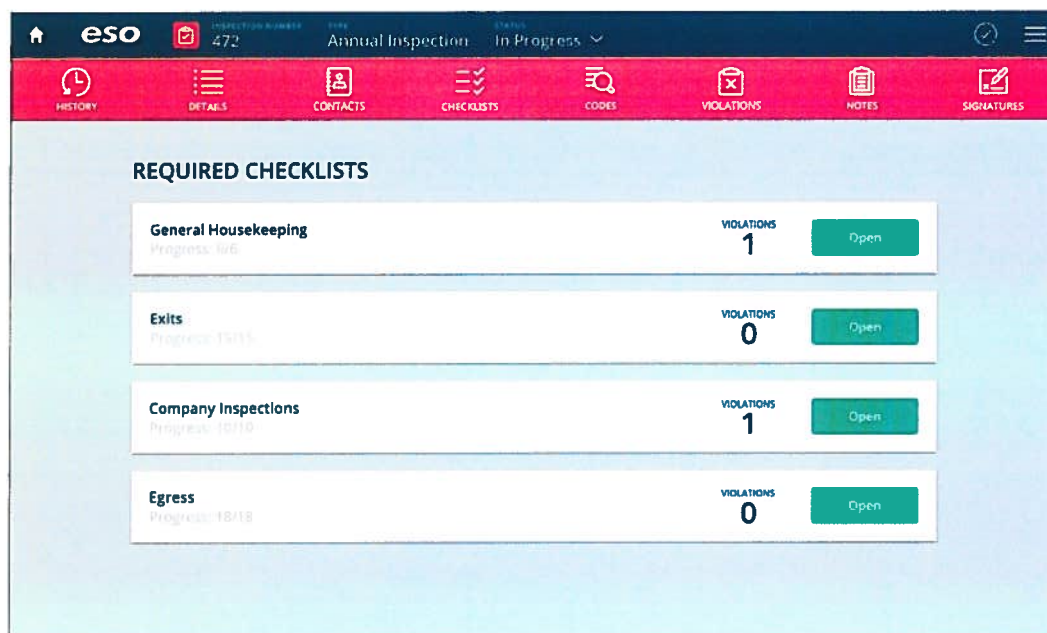
At the bottom, the 'Exits' section shows a table with columns for Side A Exits, Side B Exits, Side C Exits, and Side D Exits, with values 1, 1, 0, and 0 respectively.

ESO Inspections allows users to keep records of individual inspection visits to each property, building and occupancy. These records ensure that fire codes are met on every level, re-inspections are scheduled as needed and staffing and budgeting needs for inspections are considered. Users can filter inspections for in progress, scheduled, draft and past due inspections by shift, inspection type, inspector, location and more.

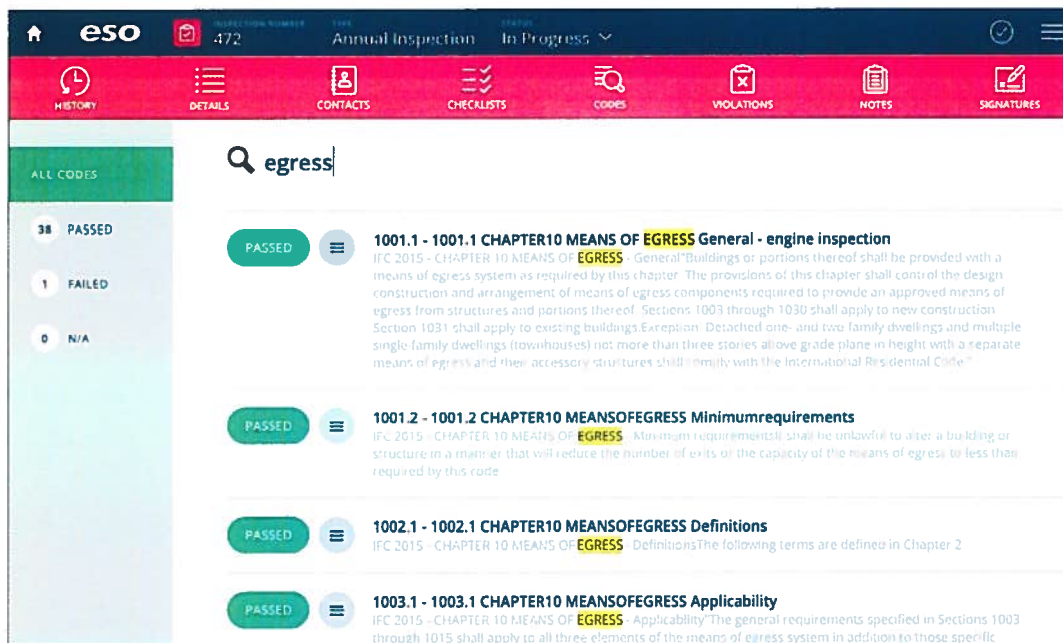
The screenshot shows the ESO software interface for 'FIRE - INSPECTIONS'. The top navigation bar includes tabs for SUMMARY, OCCUPANT, CONTACTS, CHEMICALS, CONSTRUCTION, FIRE PROTECTION, ATTACHMENTS, and HISTORY. The left sidebar lists DIMENSIONS, EXITS, CONSTRUCTION, ACCESS, and KEY BOXES. The main content area displays the 'FIRE - INSPECTIONS' section with a list of inspection records. The records are filtered by 'All In Progress' and include the following data:

Scheduled Date	Status	Location	Assigned To	Inspection Type	Actions
10/05/2018	IN PROGRESS	500 Main ST	Assigned to: JACOBSON, JEFF	Annual Insp...	<i>i</i> <i>≡</i>
10/05/2018	IN PROGRESS	ESO, 500 Main ST, BLDG Jones Building - STE 102 main	Assigned to: CUNNINGHAM, RICH, Station 1	Annual Insp...	<i>i</i> <i>≡</i>
10/05/2018	IN PROGRESS	ESO, 500 Main ST, BLDG Jones Building - STE 102 main	Assigned to: IRELAND, TIM	ESO annual Reinspection	<i>i</i> <i>≡</i>
10/08/2018	IN PROGRESS	ESO, 500 Main ST, BLDG Jones Building - STE 102 main	Assigned to: WILSON, ROL	Annual Insp...	<i>i</i> <i>≡</i>
10/10/2018	IN PROGRESS	ESO, 500 Main ST, BLDG Jones Building - STE 102 main	Assigned to: IRELAND, TIM	ESO annual Reinspection	<i>i</i> <i>≡</i>
10/17/2018	IN PROGRESS	ESO, 500 Main ST, BLDG Jones Building - STE 102 main	Assigned to: CUNNINGHAM, RICH	Annual Insp...	<i>i</i> <i>≡</i>
10/18/2018	IN PROGRESS	ESO, 500 Main ST, BLDG Jones Building - STE 102 main	Assigned to: IRELAND, TIM	ESO annual Reinspection	<i>i</i> <i>≡</i>
10/31/2018	IN PROGRESS	Callahan Auto Parts, 2509 Hayes AVE, BLDG Callahan Auto Parts	Assigned to: ABRAHAM, PHILIP, Station 2, A - Shift	Annual Insp...	<i>i</i> <i>≡</i>
01/06/2019	IN PROGRESS	BLDG Jones Building, 500 Main ST	Assigned to: Station 1	Routine Inspections	<i>i</i> <i>≡</i>

Unlimited custom checklists allow users the ability to create inspection types needed by local and state requirements.



Users can also perform ad-hoc inspections by searching for codes within the Codes tab at the top. Codes that have a “Passed”, “Failed” or “N/A” result will all populate in the status report.



Signatures, photos, and other attachments can be captured in-application. Similar to ESO Fire Incidents, Properties and Inspections both feature validation rules. Inspections can be scheduled in-application from either the Inspections module or Properties module.

eso 472 Annual Inspection In Progress

HISTORY DETAILS CONTACTS CHECKLISTS CODES VIOLATIONS NOTES SIGNATURES

This inspection has one or more violations, therefore a reinspection is recommended

Schedule Reinspection
Yes

Reinspection Date
10/17/2018


Contact Signature - COREY EASTWOOD

Signed on 10/05/2018 @ 13:47 Clear Signature

Did you verify the contact's ID?
No

ESO Personnel Management Features:

Maintain information about your providers using the personnel section where you can enter demographics, work history, classes taken, certifications and medical information.

Person	Work	Classes	Certifications & Credentials	Medical	Attachments
 <h2>NICOLE HAYES</h2> <p>Captain, Division 1, B- Shift, Station 1, Medic 1</p>					
Name	Name				Edit
Phone	<div>Name</div> <div>NICOLE HAYES</div>				
Emails					
Contacts					
Address	Phone				Edit
HR Info	Work	(555) 232-6060			
Miscellaneous	Work Mobile	(555) 777-8898			
	Work Pager	(555) 122-2233			

Classes list show all courses taken by the provider and the continuing education hours received.

Person	Work	Classes	Certifications & Credentials	Medical	Attachments
<h2>Classes</h2> Add					
<input type="text"/> Filter by Name		Show Pass & Fail <input type="checkbox"/> Sort by Date <input type="checkbox"/>			
Class Name	Origin	Pass/Fail	Hours	Points	Class Date
Intro to Strategic CRR	Individual	<input checked="" type="checkbox"/> Pass	--	--	05/09/2020
Management Tools for EMS Leaders	Individual	<input checked="" type="checkbox"/> Pass	3.00	--	05/06/2019
Foundational Concepts of Chemistry	Individual	<input checked="" type="checkbox"/> Pass	3.00	--	04/22/2012
ICS-200: Basic Incident Command System	Individual	<input checked="" type="checkbox"/> Pass	3.00	--	09/14/2011
Firefighter Safety: Calling the Mayday	Individual	<input checked="" type="checkbox"/> Pass	3.00	--	08/23/2011
Applied Research Design for Fire & EMS	Individual	<input checked="" type="checkbox"/> Pass	3.00	--	08/16/2011

Certifications, credentials and qualifications trackers per provider.

Person	Work	Classes	Certifications & Credentials	Medical	Attachments
Certifications	<h2>Certs & Licenses</h2> <p>Add</p>				
Credentials	<p>2009 Paramedic TX State Renew - History Initially Issued: 04/20/2009 - Issued: 04/20/2020 - Expires: 04/20/2025 Certification/License #: 065584</p>				
Qualifications	<h2>Credentials</h2> <p>Add</p>				
Skills	<p>AHA CPR Renew - History Issued: 05/10/2019 - Expires: 05/10/2021 Credential #: 152CB</p>				
	<h2>Qualifications</h2> <p>Add</p>				
	<p>Driver Renew - History Issued: 04/21/2019 - Expires: 04/21/2025</p>				

Keep track of immunizations as well as injuries and exposures.

Person	Work	Classes	Certifications & Credentials	Medical	Attachments
Immunizations	<h2>Immunizations</h2> <p>Add</p>				
Injuries & Exposures	<p>Pneumonia Renew - History - Edit - Delete Administered 09/01/2019 - Expiration 09/01/2022</p> <p>Tetanus Renew - History - Edit - Delete Administered 04/01/2019 - Expiration 04/01/2029</p>				
	<h2>Injuries & Exposures</h2>				
	<p>04/09/2020 - Incident #200409-1417-ESOSALES - EMS Incident Open Record Summary: Contact with Eye</p> <p>04/06/2020 - Incident #200406-0849-ESOSALES - EMS Incident Open Record Summary: Airborne / Respiratory / Biological / Aerosolized Secretions Exposure</p> <p>04/06/2020 - Incident #200406-0849-ESOSALES - EMS Incident Open Record Summary: Airborne / Respiratory / Biological / Aerosolized Secretions Exposure</p> <p>04/03/2020 - Incident #NFIRS-2 - Cancer Exposure Exposure #: NFIRS-2-000 Open Record Summary: Gases/CO, Debris/Runoff</p>				

Create and manage classes from in the Training section.

Personnel Training Group Actions						
Filter by Name						
Class Name	Category	Method	Attendees	Status	Start Date & Time	
Advance Airway Training	--	--	0	OPEN	--	✕
Airway	--	--	4	OPEN	--	✕
Airway	--	--	2	OPEN	--	✕
CPR 101	--	--	2	OPEN	--	✕
Evoc	--	--	2	OPEN	--	✕
How To Save A Patient	--	--	3	OPEN	--	✕
PM Overview	--	--	1	COMPLETE	Tue, 05/19/2020 @ 08:00	✕
CPR	--	--	5	COMPLETE	Fri, 05/15/2020 @ 09:00	✕
Intro to Strategic CRR	--	Online	1	COMPLETE	Sat, 05/09/2020 @ 00:00	✕
Airway	--	--	1	COMPLETE	Thu, 04/30/2020 @ 00:00	✕
Evoc	--	Classroom	1	COMPLETE	Wed, 04/15/2020 @ 00:00	✕

Create a new class with multiple sessions if necessary. Track attendees and dates of the class.

Class Details Credits Attendees		
Class	Class	Edit
Sessions	Class Name	Advance Airway Training
Contact	Class Number	
Comments	Category	
Attachments	Method	
Links	Educational Facility	
	Accreditation Code	
	Origin	Training
	Sessions	Add
	No sessions	

Assign earned credits, credentials and skills for each class. Upon completion of the class, each attendee who successfully completed the course will be automatically granted the credits.

Class

Advance Airway Training

Start Date & Time

--

Status

Open

Class Details

Credits

Attendees

Credits

Cardiovascular

Hours: (3)

Edit - Delete

Preparatory

Hours: (3)

Edit - Delete

Credentials

AHA CPR

Issued: 07/01/2020 - Expires: 07/01/2022

Edit - Delete

Skills

Advanced Airway

Earned: 07/01/2020

Edit - Delete

Mass Assign earned credentials/certifications to a group of provider.

Personnel Management

Personnel

Training

Personnel

Group actions allows you to make entries into multiple personnel records at once.

Add personnel to this group to get started.

BECKER, SCOTT

CUNNINGHAM, RICH

Add Certification to Group

Cancel

Save

Certification or License

Firefighter I

Issue Date

07/01/2020

Expiration Date

mm/dd/yyyy

Name

Initial Date

Certification/License #

BECKER, SCOTT

mm/dd/yyyy

CUNNINGHAM, RICH

mm/dd/yyyy

41

ESO Scheduling Features:

ESO Scheduling is a flexible and scalable web-based employee scheduling software solution that makes scheduling easy, intuitive, and cost-effective for fire departments. With a wide range of options and settings, ESO Scheduling becomes a fine-tuned employee scheduling solution addressing your specific needs.

Managers and employees can access ESO Scheduling from any device with a modern web-browser and internet connection. Employees can view schedules, submit time-off, shift trade and shift pickup requests and even sync the schedule with their phone's calendar app, or other calendar tool that accepts a standard ICS feed. Managers can approve various requests, make changes to the live schedule, document sick call-outs and other pay code changes and more.

Configurable Dashboards

In ESO Scheduling, management level users can create and deploy dashboards through a drag and drop interface ensuring all users have the right information right at their fingertips. The dashboard also serves as an easy way to navigate to tools throughout the system.

Self Service Battalion Chief

My Calendar

[Open](#)

Time	Event	Location
● 07:00 - 07:00 (24h)	B51E1	Firefighter

Next Three Shifts

[Open](#)

Date	Shift	Start	End	Duration	Type
05/25/20	B - Station 1 - Eng 1	07:00	07:00	24:00	Regular Shift
05/28/20	B - Station 1 - Eng 1	07:00	07:00	24:00	Regular Shift
05/31/20	B - Station 1 - Eng 1	07:00	07:00	24:00	Regular Shift

Credentials

Certifications Qualifications

No data to display

Fri, May 22, 2020

[Prev](#) [Next](#)

My Mailbox

[Open](#)

From	Date	Message
Turner, Steven	5/20	Open Shift Notification Open Shift - Firefighter on A - Station 2 - Ladder 2 on 5/21/2020 at 07:00 for 24:00 hours at Fire Demo. Click...
Steven Turner	5/19	New Policy Get to work on time!!
Steven Turner	5/08	New Policy Please review and acknowledge the attached policy.
Turner, Steven	4/30	Cleared From Assigned Shift You've been cleared off of your assigned shift for Steven Turner at B - Station 1 - Eng 1 starting at 07:00...
Turner, Steven	4/30	Cleared From Assigned Shift You've been cleared off of your assigned shift for Steven Turner at B - Station 1 - Eng 1 starting at 07:00...

Pickup Shifts

[Open](#)

Date	Qual	Shift	Start	End	Status
5/23	Firefighter	CS1M1	07:00	07:00	Pickup(0)
5/24	Firefighter	AS1M1	07:00	07:00	
5/24	Firefighter	AS2L2	07:00	07:00	Pickup(0)
5/25	Firefighter	B51M1	07:00	07:00	Conflict(0)

Timeoff Requests

[Open](#)

My Availability

[Open](#)

5/10 to 5/16	Shift	5/17 to 5/23	Shift
Requested	Requested	Requested	Requested
Sun-5/10	Day Shift	Sun-5/17	Night Shift
Mon-5/11	Night Shift	Mon-5/18	Day Shift
Tue-5/12	Day Shift	Tue-5/19	Night Shift
Wed-5/13	Night Shift	Wed-5/20	Day Shift
Thu-5/14	Day Shift	Thu-5/21	Night Shift
Fri-5/15	Night Shift	Fri-5/22	Day Shift
Sat-5/16	Day Shift	Sat-5/23	Night Shift

Time Card

[Open](#)

5/17/2020 - 5/23/2020

[Prev](#) [Next](#)

Payroll Items Punches

Date	Shift	Description	Start	End	Duration
5/19	B51E1	Firefighter	07:00	07:00	24:00
5/21	AS2L2	Firefighter	07:00	07:00	24:00

Automated Employee Scheduling

Automatically generate and populate schedules based on any rotation or work pattern, easily manage sick calls, fill open shifts, manage time off, swap and shifts bids and more from anywhere, all online.

Sunday	Monday	Tuesday	Wednesday	Thursday	
26 C - Station 1 - Eng 1 07:00 (24:00) Captain - Krieger, S 07:00 (24:00) FF/PM - Dotson, J 07:00 (24:00) Firefighter - Carreon, M C - Station 1 - Medic 1 07:00 (24:00) Captain - Jacobson, J 07:00 (24:00) FF/PM 07:00 (24:00) Firefighter C - Station 2 - Ladder 2 07:00 (24:00) Firefighter - Eastwood, C 07:00 (24:00) Firefighter - Kern, H 07:00 (24:00) Lieutenant - DeCarlo, M	27 A - Station 1 - Eng 1 07:00 (24:00) Captain - Jacobson, J 07:00 (24:00) FF/PM - Ireland, T 07:00 (24:00) Firefighter - Hagans, D A - Station 1 - Medic 1 07:00 (24:00) Captain 07:00 (24:00) FF/PM 07:00 (24:00) Firefighter A - Station 2 - Ladder 2 07:00 (24:00) Firefighter - Curtin, C 07:00 (24:00) Lieutenant	28 B - Station 1 - Eng 1 07:00 (24:00) Captain - Barton, D 07:00 (24:00) FF/PM - McLeod, S 07:00 (24:00) Firefighter - Turner, S B - Station 1 - Medic 1 07:00 (24:00) Captain - Ireland, T 07:00 (24:00) FF/PM 07:00 (24:00) Firefighter B - Station 2 - Ladder 2 07:00 (24:00) Firefighter - Gassom, O 07:00 (24:00) Firefighter - Weber, R 07:00 (24:00) Lieutenant - Schryver, S	29 C - Station 1 - Eng 1 07:00 (24:00) Captain - Krieger, S 07:00 (24:00) FF/PM - Dotson, J 07:00 (24:00) Firefighter - Carreon, M C - Station 1 - Medic 1 07:00 (24:00) Captain 07:00 (24:00) FF/PM - Jacobson, J 07:00 (24:00) Firefighter C - Station 2 - Ladder 2 07:00 (24:00) Firefighter - Eastwood, C 07:00 (24:00) Firefighter - Kern, H 07:00 (24:00) Lieutenant - DeCarlo, M	30 A - Station 1 - Eng 1 07:00 (24:00) Captain 07:00 (24:00) Captain - Jacobson, J 07:00 (00:00) FF/PM 07:00 (24:00) Firefighter - Hagans, D A - Station 1 - Medic 1 07:00 (24:00) Captain 07:00 (24:00) FF/PM 07:00 (24:00) Firefighter - Ireland, T A - Station 2 - Ladder 2 07:00 (24:00) Firefighter 07:00 (24:00) Firefighter - Curtin, C 07:00 (24:00) Lieutenant	1 B - S 07:00 07:00 07:00 B - S 07:00 07:00 07:00 B - S 07:00 07:00 07:00 B - S 07:00 07:00 07:00
3 A - Station 1 - Eng 1 07:00 (24:00) Captain 07:00 (24:00) FF/PM 07:00 (24:00) Firefighter - Hagans, D A - Station 1 - Medic 1 07:00 (24:00) Captain 07:00 (24:00) FF/PM 07:00 (24:00) Firefighter A - Station 2 - Ladder 2 07:00 (24:00) Firefighter - Curtin, C 07:00 (24:00) Firefighter - Turner, S 07:00 (24:00) Lieutenant	4 B - Station 1 - Eng 1 07:00 (24:00) Captain - Barton, D 07:00 (24:00) FF/PM - McLeod, S 07:00 (24:00) Firefighter - Turner, S B - Station 1 - Medic 1 07:00 (24:00) Captain 07:00 (24:00) FF/PM - Hagans, D 07:00 (24:00) Firefighter B - Station 2 - Ladder 2 07:00 (24:00) Firefighter - Gassom, O 07:00 (24:00) Firefighter - Weber, R 07:00 (24:00) Lieutenant - Schryver, S	5 C - Station 1 - Eng 1 07:00 (24:00) Captain - Krieger, S 07:00 (24:00) FF/PM - Dotson, J 07:00 (24:00) Firefighter - Kern, H C - Station 1 - Medic 1 07:00 (24:00) Captain - Ireland, T 07:00 (24:00) FF/PM 07:00 (24:00) Firefighter - Turner, S C - Station 2 - Ladder 2 07:00 (24:00) Firefighter - Carreon, M 07:00 (24:00) Firefighter - Eastwood, C 07:00 (24:00) Lieutenant - DeCarlo, M	6 A - Station 1 - Eng 1 07:00 (24:00) Captain - Jacobson, J 07:00 (24:00) FF/PM - McLeod, S 07:00 (24:00) Firefighter - Hagans, D A - Station 1 - Medic 1 07:00 (24:00) Captain 07:00 (24:00) FF/PM 07:00 (24:00) Firefighter - Turner, S A - Station 2 - Ladder 2 07:00 (24:00) Firefighter - Curtin, C 07:00 (24:00) Firefighter - McQuade, L 07:00 (24:00) Lieutenant	7 B - Station 1 - Eng 1 07:00 (24:00) Captain - Barton, D 07:00 (24:00) FF/PM - McLeod, S 07:00 (24:00) Firefighter - Turner, S B - Station 1 - Medic 1 07:00 (24:00) Captain 07:00 (24:00) FF/PM 07:00 (24:00) Firefighter B - Station 2 - Ladder 2 07:00 (24:00) Firefighter - Gassom, O 07:00 (24:00) Firefighter - Weber, R 07:00 (24:00) Lieutenant - Schryver, S	8 C - S 07:00 07:00 07:00 C - S 07:00 07:00 07:00 C - S 07:00 07:00 07:00 C - S 07:00 07:00 07:00
10 B - Station 1 - Eng 1 07:00 (24:00) Captain - Barton, D 07:00 (24:00) FF/PM - McLeod, S 07:00 (24:00) Firefighter - Turner, S B - Station 1 - Medic 1 07:00 (24:00) Captain	11 C - Station 1 - Eng 1 07:00 (24:00) Captain - Eastwood, C 07:00 (24:00) FF/PM - Dotson, J 07:00 (24:00) Firefighter - Carreon, M C - Station 1 - Medic 1 07:00 (24:00) Captain - Krieger, S	12 A - Station 1 - Eng 1 07:00 (24:00) Captain - Jacobson, J 07:00 (24:00) FF/PM - Ireland, T 07:00 (24:00) Firefighter - Hagans, D A - Station 1 - Medic 1 07:00 (24:00) Captain	13 B - Station 1 - Eng 1 07:00 (24:00) Captain - Barton, D 07:00 (24:00) FF/PM - McLeod, S 07:00 (24:00) Firefighter - Turner, S B - Station 1 - Medic 1 07:00 (24:00) Captain	14 C - Station 1 - Eng 1 07:00 (24:00) Captain - Krieger, S 07:00 (24:00) FF/PM - Dotson, J 07:00 (24:00) Firefighter - Carreon, M C - Station 1 - Medic 1 07:00 (24:00) Captain	15 A - S 07:00 07:00 07:00 A - S 07:00 07:00 07:00

Rotating Overtime Queue

With the ESO Scheduling Rotating Overtime Queue, employee receive text messages regarding open shifts based on who is "up next" to work overtime. Employee can sign up for an overtime opportunity by clicking a link in their text messages or passing up the shift in which the software would send a text message to the next person in line.

Find Best Fit Employee For Shift									
Qualification Firefighter Shift E-50 DatShift E-50 Date 08/02/2019 Start Time 07:00									
District	Cost Center		Display		Page Out By				
- All -	- All -		<input type="checkbox"/> Show All <input type="checkbox"/> All Qualified		<input type="radio"/> Text <input type="radio"/> Email <input checked="" type="radio"/> Both				
Medic	Emp ID	Name	Info	FT/PT	Last Offer	Rate	Hours	Cost Ctr	Send
Yes	999999999	Anderson, Bob	Info	FT	12/15/18		36.00	001	<input checked="" type="checkbox"/>
Yes	888888	Deberman, Joe	Info	PT	01/11/19		36.00	001	<input checked="" type="checkbox"/>
Yes	982763	Campbell, Kelly	Info	PT	04/22/19		48.00	002	<input checked="" type="checkbox"/>
Yes	555555	Manning, Marsha	Info	PT	06/15/19		48.00	001	<input checked="" type="checkbox"/>
Yes	298765	Ghanani, David	Info	PT	07/24/19		72.00	001	<input checked="" type="checkbox"/>
Yes	333333	Yancy, April	Info	PT	08/01/19		72.00	002	<input checked="" type="checkbox"/>
Showing 1 to 6 of 6 entries									

ESO Scheduling to ESO Fire Incidents

As a new incident comes in from CAD, personnel data is automatically pulled from ESO Scheduling to populate the incident report with the right crew members based on unit assignment and time.

Vehicle	Shift	Edit	Emp ID	Employee	Qualification	Date	Start Time	End Time	Duration
Engine 1	B - Station 1 - Eng 1		13232	Barton, Dustin	Captain	05/22	07:00	07:00	24:00
Engine 1	B - Station 1 - Eng 1		33333	McLeod, Sean	FF/PM	05/22	07:00	07:00	24:00
Engine 1	B - Station 1 - Eng 1		55555	Turner, Steven	Firefighter	05/22	07:00	07:00	24:00
Medic 1	B - Station 1 - Medic 1		123123	Bibby, Reid	Captain *	05/22	07:00	07:00	00:00
Medic 1	B - Station 1 - Medic 1		54321	Curtin, Chase	FF/PM	05/22	07:00	07:00	00:00
Medic 1	B - Station 1 - Medic 1		087097	McQuade, Lauren	Firefighter	05/22	07:00	07:00	00:00
Ladder 2	B - Station 2 - Ladder 2		999000	Weber, Rebecca	Firefighter *	05/22	07:00	07:00	24:00
Ladder 2	B - Station 2 - Ladder 2		999003	Qassom, Omar	Firefighter *	05/22	07:00	07:00	24:00
Ladder 2	B - Station 2 - Ladder 2		999001	Schryver, Sara	Lieutenant *	05/22	07:00	07:00	24:00

Detailed Reporting Options

ESO Scheduling provides flexible reporting options for querying schedule data. Easily save filter sets as templates to run the same reports quickly at any time.

Query By
☒ Date Span
 ☐ Pay Period
 Format
☐ Summary
 ☒ Detail
 ☐ Show Comments (detail)
 Order By Last Name

Report Templates
- Select a template -
Update
New
Delete

Employee - All -
Status Active
Shift - All -
Qualification - All -
Item Type - All -

Hire Status - All -
Cost Center - All -
District - All -
Earning Code R - Regular Earnings

☒ Sunday
 ☐ Monday
 ☐ Tuesday
 ☐ Wednesday
 ☐ Thursday
 ☐ Friday
 ☐ Saturday

Start Date 03/29/2020
 End Date 5/22/2020
 Query
Clear

Detail From 03/29/2020 To 5/22/2020

Employee ID	Employee Name	Shift	Shift Type	Qualification	Date	Start Time	End Time	Duration	Cost Center	Earning Code
13232	Barton, Dustin	B - Station 1 - Eng 1	Regular Shift	Captain	4/28/2020	07:00	07:00	24:00	S1	R
13232	Barton, Dustin	B - Station 1 - Eng 1	Regular Shift	Captain	5/1/2020	07:00	07:00	24:00	S1	R
13232	Barton, Dustin	B - Station 1 - Eng 1	Regular Shift	Captain	5/4/2020	07:00	07:00	24:00	S1	R
13232	Barton, Dustin	B - Station 1 - Eng 1	Regular Shift	Captain	5/7/2020	07:00	07:00	24:00	S1	R
13232	Barton, Dustin	B - Station 1 - Eng 1	Regular Shift	Captain	5/10/2020	07:00	07:00	24:00	S1	R
13232	Barton, Dustin	B - Station 1 - Eng 1	Regular Shift	Captain	5/13/2020	07:00	07:00	24:00	S1	R
13232	Barton, Dustin	B - Station 1 - Eng 1	Regular Shift	Captain	5/16/2020	07:00	07:00	24:00	S1	R
13232	Barton, Dustin	B - Station 1 - Eng 1	Regular Shift	Captain	5/19/2020	07:00	07:00	24:00	S1	R
13232	Barton, Dustin	B - Station 1 - Eng 1	Regular Shift	Captain	5/22/2020	07:00	07:00	24:00	S1	R
123123	Bibby, Reid	B - Station 1 - Medic 1	Regular Shift	Captain	5/22/2020	07:00	07:00	00:00	S1	R
97769	Carreon, Monique	C - Station 1 - Eng 1	Regular Shift	Firefighter	4/26/2020	07:00	07:00	24:00	S1	R
97769	Carreon, Monique	C - Station 1 - Eng 1	Regular Shift	Firefighter	4/29/2020	07:00	07:00	24:00	S1	R

Mobile Access

Employees and managers can access ESO Scheduling on phones via the web. The mobile experience provides a “phone friendly” view making it easy to navigate and use scheduling tools.

The image displays three screenshots of the ESO mobile application interface, demonstrating its mobile-friendly design for scheduling management.

Left Screenshot: Calendar View
The top header shows the ESO logo and navigation icons. Below is a calendar for May 2020. The days of the week are listed at the top. The calendar grid shows dates from 1 to 31. The date 22 is highlighted in red. Below the calendar, a summary for Friday 5/22/2020 is shown, including a shift: Shift: B - Station 1 - Eng 1, Qualification: Firefighter, Start: 07:00, End: 07:00, Duration: 1 day.

Middle Screenshot: My Message Center
The top header shows the ESO logo and navigation icons. Below is the 'My Message Center' section. It displays a list of messages. The first message is from Turner, Steven, dated 05/20/20 1:32 PM, with the subject 'Open Shift Notification'. The message body contains information about an open shift for a firefighter on 5/21/2020 at 07:00 for 24:00 hours at Fire Demo, and includes a link to pick up the shift. The second message is from Steven Turner, dated 05/19/20 11:11 AM, with the subject 'New Policy <Registered Mail>' and the body 'Get to work on time!!!'. The third message is from Steven Turner, dated 05/08/20 11:17 AM, with the subject 'New Policy <Registered Mail>' and the body 'Please review and acknowledge the attached policy.'. The fourth message is from Turner, Steven, dated 04/30/20 6:00 PM.

Right Screenshot: Request Timeoff
The top header shows the ESO logo and navigation icons. Below is the 'Request Timeoff' section. It includes a 'Request Type' dropdown menu with options 'Single Day' and 'Extended Period'. The 'Timeoff Type' dropdown menu is set to 'Vacation'. The 'Day Requested' field is set to 'mm/dd/yyyy'. The 'Start Time' field is set to '8:00'. The 'Duration (not end time)' field is set to '8:00'. The 'All Day' checkbox is checked. The 'End Time' field is set to '16:00'. There is a 'Note to Scheduler' text area. At the bottom, there are 'Submit' and 'Clear' buttons. Below the form is a table showing the request details:

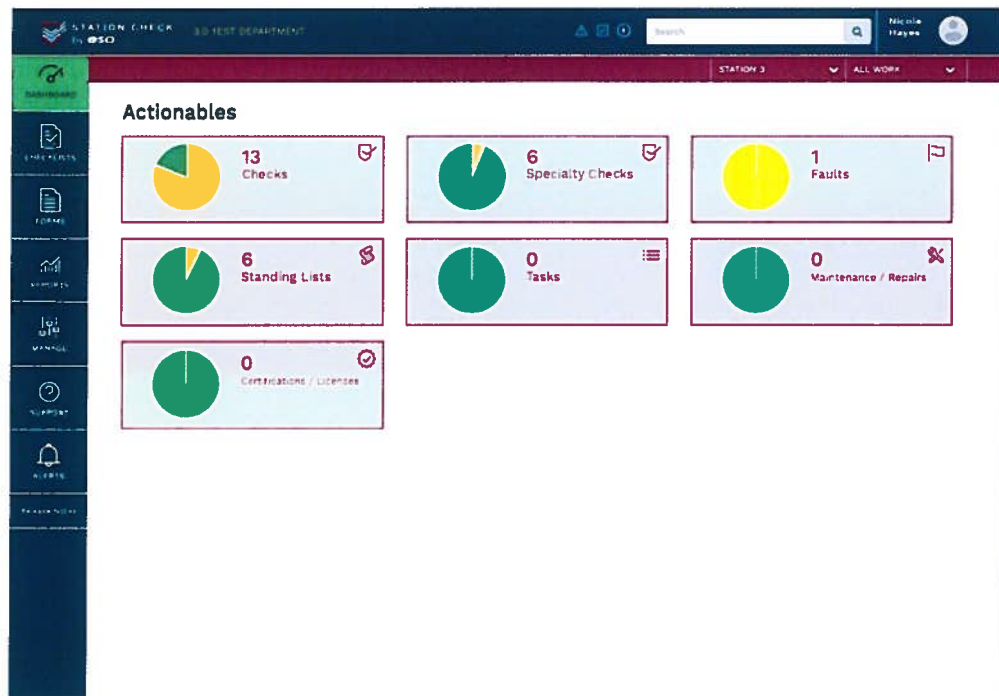
Type	Date Requested	Start Time	Duration	Status
Vacation	05/28	08:00	08:00	Approved

Asset Management Features

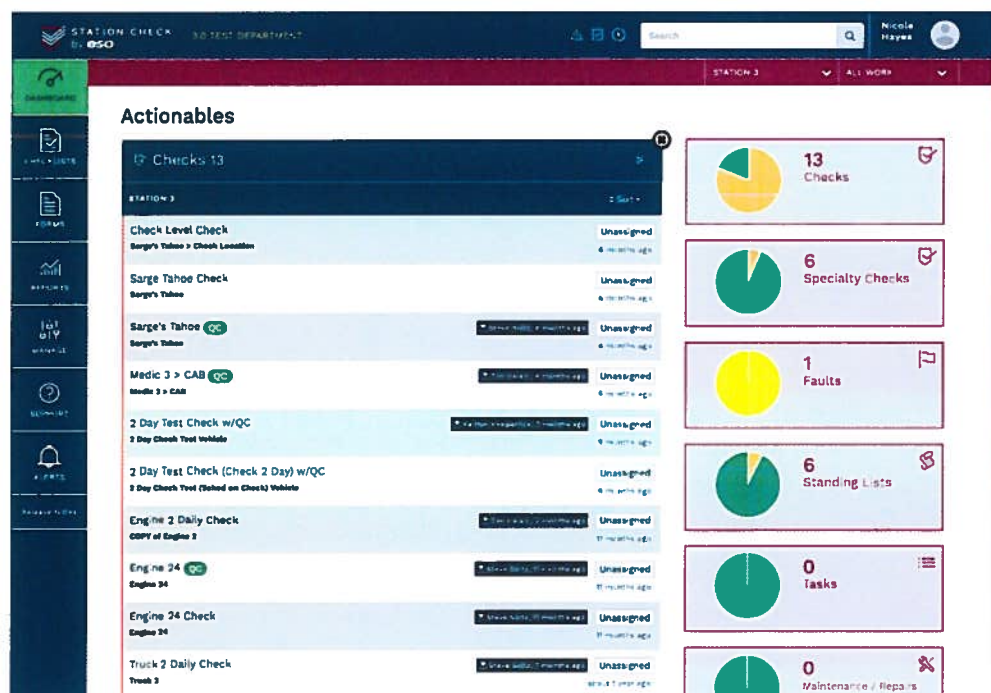
SYSTEM BENEFITS

- ✓ **Align and standardize daily operations.** Whether you're looking for a system that integrates into your existing workflow or want to build out new processes from scratch, the system will ensure HHI continues to run like a well-oiled machine. Scheduled checks, maintenance and other tasks won't fall through the cracks on our watch. Plus, when everyone knows what checklists are needed, you can stay aligned on station duties.
- ✓ **Know what's happening in your station – in real time.** Know everything that is going on at your station with detailed data capture and robust reporting fueled by our dynamic checklists. Plus let team members know where they need to be and when with flexible alerts. Our notification system allows you to set up one-off or recurring notifications depending on your team's needs.
- ✓ **Access data wherever you are.** ESO AIC is a cloud-based solution meaning you can access the data from any internet-connected device at any time that's convenient for you. At the station, from your office or during a city council meeting – yes, yes, and yes.
- ✓ **Improve accountability.** Don't be in the dark about what happens in your agency. ESO AIC makes it easy to keep everyone accountable with digital records of station operations.
- ✓ **Save time.** Paper checklists take time to document and can easily be misplaced. ESO Checklists keeps all of your documentation in one place and accessible for audits, annual reviews and building SOPs.
- ✓ **Simplify SOPs.** Use AIC to develop custom checklists and train crews on SOPs and keep daily operations smooth.
- ✓ **Streamline workflows:** No more guessing about which check is due when and on which date. AIC makes daily checklists fly by with easy to use software and dynamic features.
- ✓ **Easy to use:** Simply follow the prompt's and you'll be done with daily, weekly and other checks in no time. The software was designed by and for field providers who know the industry inside and out.

Dynamic Dashboards provide the information you need at your fingertips.



Set it and forget it. ESO Checklists lets you create and edit dynamic checklists which run automatically once they are configured by the administrator.



With save-as-you go functionality, needing to pause is no problem. AIC will automatically save your work so you can pick right up where you left off.

STATION CHECK by ESO 3.0 TEST DEPARTMENT

STATION 38 ALL WORK

3.0 Test Department > Station 38 > Engine ESO Assets > Engine ESO Assets Daily Check

Engine ESO Assets Daily Check (PAUSED)

Engine ESO Assets Daily Check paused by **Sean McLeod** 1 day ago with 3 out of 24 triggers completed

Continue Discard Cancel

STATION 38 > ENGINE ESO ASSETS > FRONT CAB

Knock Keys	FAIL PASS
Mallet	FAIL PASS
ESO-A SCBA Cab Slot 1	IDENTIFY NOT PRESENT
ESO-A SCBA Cab Slot 2	IDENTIFY NOT PRESENT

STATION 38 > ENGINE ESO ASSETS > B COMPARTMENT > STRYKER STAIR CHAIR

P/F	FAIL PASS
-----	-----------

STATION 38 > ENGINE ESO ASSETS > COMPARTMENT 1

P/F	FAIL PASS
-----	-----------

failed
Serge Soltz, Tuesday, May 19, at 14:58 (EDT)

sent to maintenance
Steven A. Soltz, Tuesday, May 19, at 15:03 (EDT)

Create your own reports or save your report filters for easy access later to gain clear insight into your department's operations. From when tasks need to be completed to which items are out of service, you'll have it all under wraps.

STATION CHECK by ESO 3.0 TEST DEPARTMENT

STATION 38 ALL WORK

Assets Report

Asset

Asset Type: Equipment Type Filter: Select Type

Asset Name Filter (contains name): Asset Label Filter: Select Asset Label

Origin

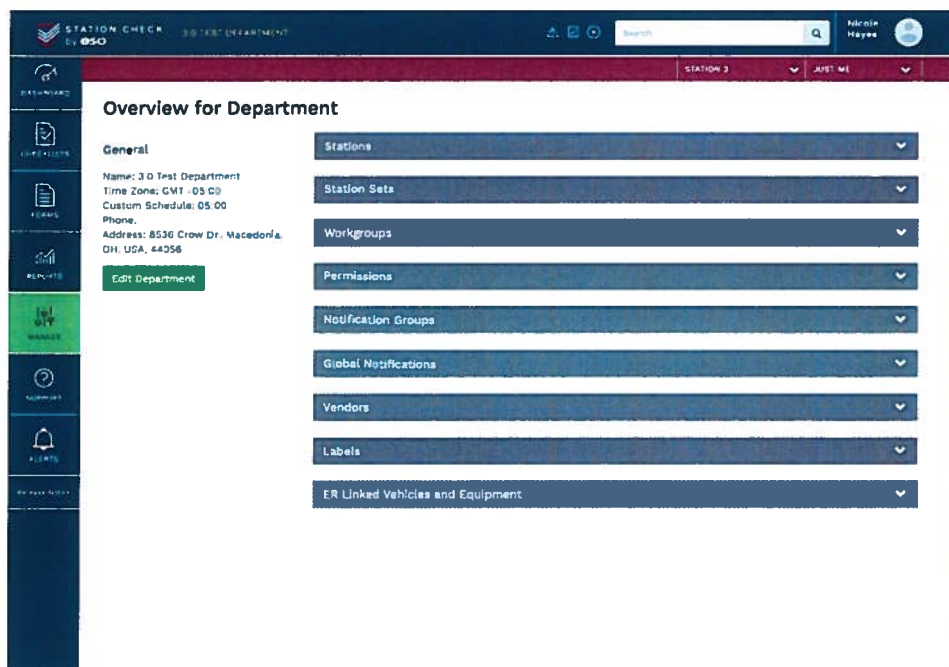
Origin Filter: Select Station Person: Select Person

Display

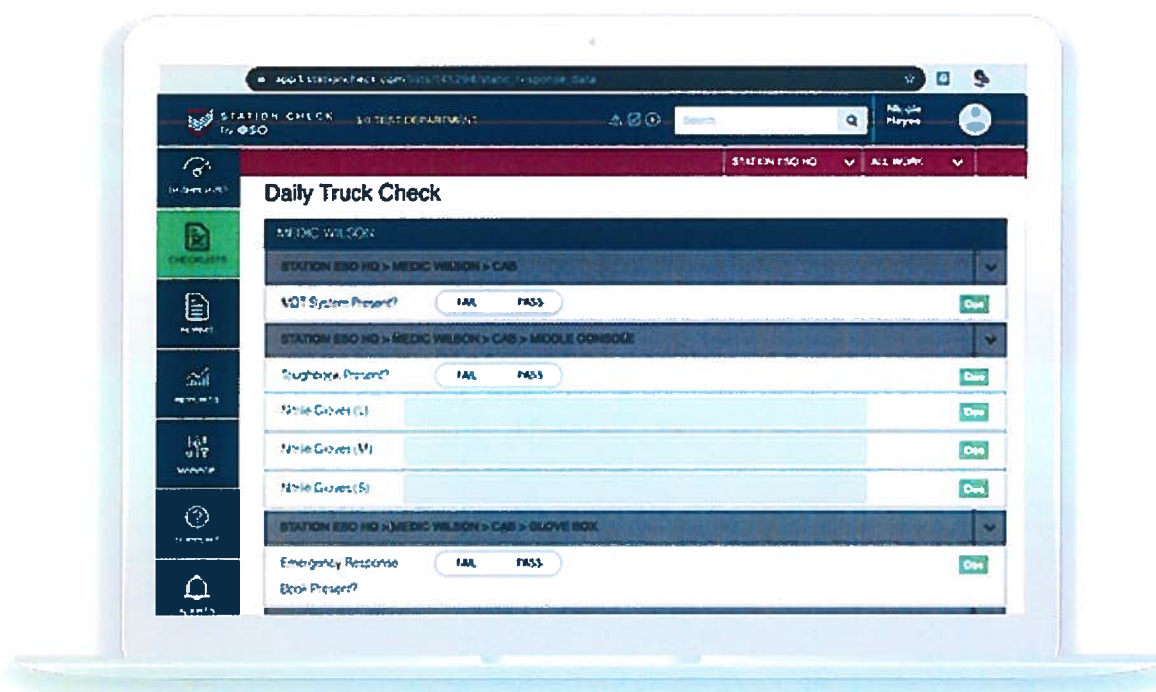
Display Fields: Name

Get Report

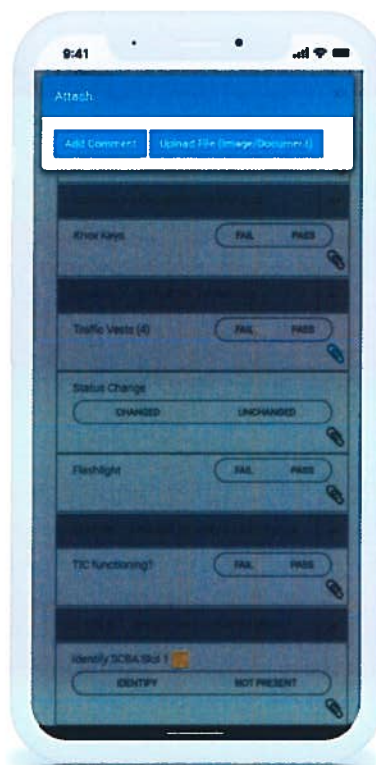
Set permissions to ensure that access to daily checks or other checklists items are assigned and viewable by only those who need them. Plus, administrators can easily assign work to workgroups or individuals.



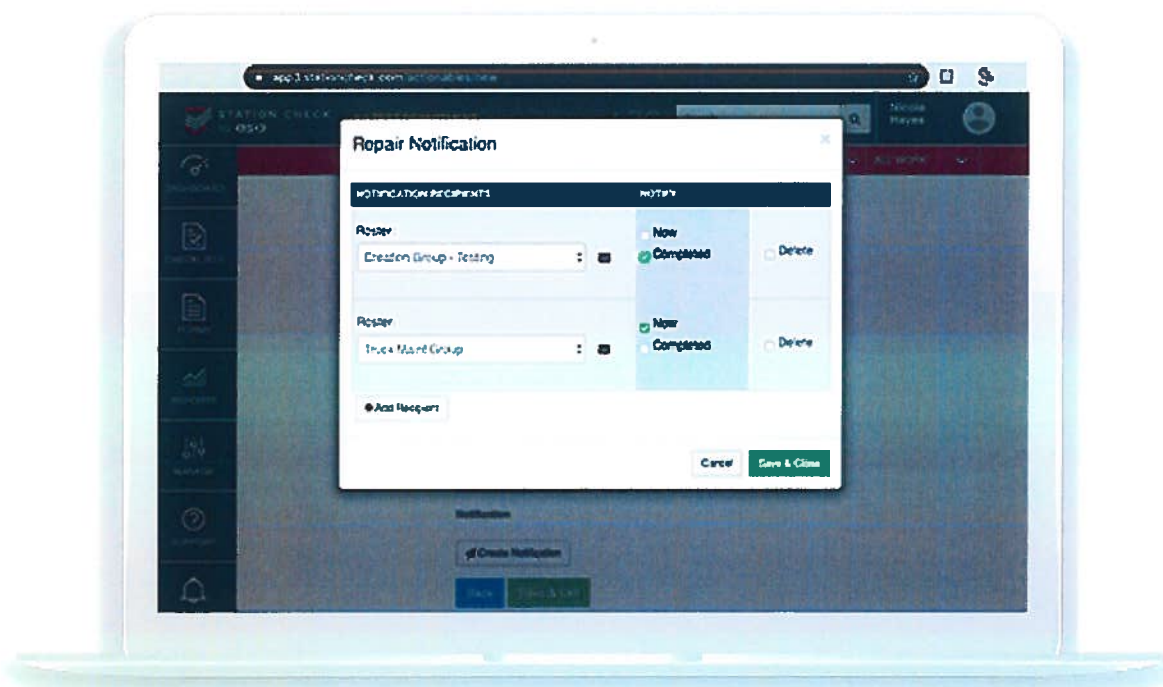
Intelligent questions guide you through checklists, so nothing falls through the cracks.



Snap and attach a quick photo to highlight damage or misplaced equipment.



Create automatic or one-off communications to notify the people who need to be involved via the dashboard, alerts or emails.



Technical Features, Security and Delivery System for Services

ESO use the Software-as-a-Service (SaaS) model of software delivery. Microsoft Azure is our data hosting facility. Based in Virginia, the data hosting facilities are SAS 70, Type II, PCI compliant and meet a number of rigorous requirements that help ensure the security of customer data at all times:

- **High Availability Standards** – Each data center location offers 24 x 7 x 365 onsite staffing, plus a robust backbone network, redundant power and environmental controls, and other backup equipment designed to keep servers continuously up-and-running.
- **Unsurpassed Physical Security** – ESO's state-of-the-art data centers are equipped with video surveillance systems, on site security and require dual-token authentication for access.
- **Reliability and Backup** – ESO schedules off-site, automatic client data backups nightly, up to the last committed transaction.
- **Disaster Recovery** – ESO's disaster recovery measures include built-in redundancy for each component of the hardware infrastructure, including multiple database servers with a Raid-5 configuration.

ESO employs robust encryption technology to protect client data and communications, including 256-bit SSL Certification and 1024-bit RSA public keys — the lock icon in the browser indicates that data is fully shielded from access while in transit. All HIPAA-sensitive data stored on the field device is encrypted. Any data transmitted over HTTPS protocol to the central database is encrypted. In addition, ESO employs strict operating system security, two-factor authentication and database security measures at its data hosting facilities:

All HIPAA-sensitive data stored on the field device is encrypted.
Any data transmitted over HTTPS protocol to the central database is encrypted.

Additional safeguards ensure that information is not inadvertently shared with unauthorized individuals on an end user level:

Email addresses and/or fax numbers are assigned to specific incident locations. If a user wishes to email or fax a record, that record can be sent only to the address or fax number associated with that facility. Hospital administrators who are assigned login access using ESO Patient Tracker or Health Data Exchange will be able to access only the records for patients transferred to their particular hospital.

Program

Below details the implementation plans for products. Included at the end is a sample project task chart that walks through some more detail regarding timelines and responsibilities.

Most admin training is handled on-line, while user training is typically performed on site. The most important part of the implementation process is the return of the set up file. Round Rock FD will fill out a spreadsheet with details regarding personnel, locations, shifts, zones, etc. that will be used to create your agency shell. Once the spreadsheet is completed and the agency is created, the implementation timeline begins.

All works is being completed by ESO and its employees. There are no subcontractors needed.

ESO is compliant with all applicable rules and regulations of Federal, State and Local governing entities.

ESO EHR Milestones:	
1	Project Kickoff
2	Information Gathering and System Setup
3	Installation of Mobile Software and Cardiac Monitor Interface
4	Online Administrative Training
5	Mobile Software Testing
6	Billing Interface
7	Online Administrative Training (QM/reporting)
8	Online End-User Testing
9	Regulatory Compliance/Data Reporting
10	System Testing
11	System Go-Live and Post-Implementation Support

About Our ESO EHR & Fire Training and Implementation Process:

ESO's blended implementation and training plan relies on both on-site and remote, off-site training. Having implemented over 3,000 customers, ESO provides flexible training options to meet the specific needs of your agency. Outlined in the section below is our typical approach, however we can customize the plan according to your desired roll-out plan. Typical implementations are between 60 and 90 days. A schedule is built working back from the desired go-live data.

ESO places a special emphasis on the ‘train the trainer concept’ by identifying the need for “power users” to receive more advanced, or detailed, training. These power users are expected to learn the product well enough to educate future employees and provide refresher training if necessary. Further, once the system is placed into production, ESO offers customer support, regional learning opportunities, and a host of materials available for training. We do not train our agencies and leave we support our agencies and their end users through the lifetime of the contract. Customer support is included within your contract.

MILESTONE 1: PROJECT KICKOFF

Deliverables: Introductory Kickoff Conference Call Agency Key Players Worksheet

To initiate the implementation process, the ESO Client Services administrator will contact the agency’s project manager to schedule a introductory conference call. ESO will provide a planning worksheet to identify key players who will participate in the implementation and ongoing administration of the software. Agency participants should include the agency administrators, quality management leadership, and local IT resources. Documentation will also be provided highlighting areas that the agency will need to consider during the transition to the ESO EHR and/or ESO Fire suite, including the need to align terminology and outline any new workflows for the organization’s day-to-day operations. The agency will receive a detailed list of these areas during project implementation.

Following the introductory call, a more formal kickoff call will introduce the ESO to a larger audience of agency stakeholders, including all those that will participate in the implementation process. The purpose of the call is to enable the agency and ESO implementation team members to introduce themselves and begin to discuss project deliverables, task ownership, and tentative timelines including possible online and onsite training dates. ESO and the agency will identify and begin planning for any interfaces such as CAD and billing.

After the call, ESO will provide the agency’s project implementation team a summary of the call along with the agreed upon project timeline, including milestones for:

- Documentation return
- EHR system setup by ESO
- Interface programming and testing, if applicable
- Online administrative training
- Completion of EHR system setup
- Mobile software installation and testing
- End user training
- End user practice
- Post-implementation follow-up
- ESO and the agency’s project lead can discuss the scheduling of additional meetings and other means to report progress.

MILESTONE 2: INFORMATION GATHERING AND SYSTEM SETUP

Deliverables: Agency Account Provisioning

Agency setup begins immediately after kickoff and last for approximately two weeks. The milestone time frame may vary depending on how quickly the agency returns the completed setup file and how quickly the agency completes its portions of the system setup after the account is setup by ESO. ESO creates a tenant account for the agency in ESO Suite and imports the information provided in the

agency's EHR setup file, including personnel, units, vehicles, facilities to and from which they commonly transport patients. When this setup is complete, ESO will provide designated agency users with login information to complete the agency portion of the setup. This includes

- Adding a company logo (can be completed by ESO during initial setup if preferred)
- Assigning user names
- Assigning roles and claims
- Loading patient refusal form and/or other agency-specific, custom forms for capturing signatures in the field
- Adding agency-specific billing authorization language
- Establishing agency password and lockout policies
- Creating data retention, patient lookup and update settings
- Creating new users and assigning user roles and login credentials
- Adding any additional facilities, units, vehicles etc. beyond those entered by ESO during initial system setup
- Configuration of interventions, therapies and medications
- Configuration of agency validation rules
- Addition of optional, pre-defined data fields

ESO will train agency administrators on this functionality during the online administrative training session and also will provide detailed help guides to assist administrators throughout this process.

MILESTONE 3: INSTALLATION OF MOBILE SOFTWARE AND CARDIAC MONITOR INTERFACE

Deliverable: Mobile Software Installation

ESO will provide the link to the mobile software to the designated agency contact. The agency is responsible for deployment of the mobile client on the selected hardware. This may occur simultaneous with Milestone 2. ESO provides instruction and support to the agency staff responsible for this task.

Installing ESO EHR Mobile involves the following steps:

- Install prerequisites if necessary (included as part of installation package)
- Install mobile application and software for cardiac monitor interface (part of installation package)

MILESTONE 4: ONLINE ADMINISTRATIVE TRAINING (ADMIN/OVERVIEW)

Deliverable: Online Training

Local admin training usually occurs within one week after ESO receives the completed setup file from the agency. This training is generally three hours in duration and should be attended by anyone who will be participating in the administration of the EHR system and who has a good understanding of the department's processes.

ESO utilizes GoToMeeting for online training and the maximum number of attendees is 25. Training objectives and activities include:

- A brief overview of the ESO EHR application
- Adding additional facilities, units, vehicles etc. beyond those entered by ESO during initial system setup
- Configuration of clinical data including impressions, interventions and medications

- Configuration and maintenance of the ESO administrative console
- Adding a company logo
- Assigning user names
- Assigning roles and claims
- Loading agency-specific, custom forms
- Adding agency-specific billing authorization language
- Establishing agency password and lockout policies
- Creating data retention, patient lookup and update settings
- Creating new users and assigning user roles and login credentials

MLESTONE 5: MOBILE SOFTWARE TESTING

Deliverable: Software Testing

This activity occurs immediately after mobile software installation. All users should log in to both the web and mobile applications to ensure that they have been assigned an appropriate level of access to the system. Agencies usually designate a few early adopters to submit test reports to familiarize themselves with the system. These users will typically take on an internal consultation role during roll out.

MLESTONE 6: BILLING INTERFACE (IF APPLICABLE)

Deliverable: Billing Interface Testing

ESO Solutions has successfully completed billing interfaces to a variety of billing software packages. During the implementation phase, ESO and the billing partner will work together to deploy and test the interface.

MLESTONE 7: ONLINE ADMINISTRATIVE TRAINING (QM/REPORTING)

Deliverable: Online Training

This training takes place online as a separate online session. ESO conducts this training using regularly scheduled, bi-monthly GoToMeeting sessions and it is recommended that all of your supervisory and billing staff attend. They do NOT need to pre-register for any given class. A class schedule will be provided to you at the completion of your initial administrative training session as well as information on how to join the ongoing training sessions. This training usually lasts two hours.

The focus of the additional administrative training is to provide:

- An overview of ESO Reports
- Detailed class over the usage of the ESO Quality Management system
- Information specific to the processing of Billing Records

MLESTONE 8: ONSITE END USER TRAINING

Deliverable: Onsite training

This activity typically occurs approximately ten days before system go-live. This final phase of training is designed to familiarize end users with the features and functionality of the EHR module. The goal of end user training is to reach as many field users as possible and to develop a core group of power users from the EMS organization. This group will provide a cohort of local trainers to teach future staff. This training takes users through each tab of the EHR application, giving them in-depth views into the functionality and usability of all aspects of the software. Users will be provided with opportunities for hands-on involvement with the software to reinforce learning and will be given

ample time to ask questions about any issues they may encounter during day-to-day use. Training objectives include:

- Overview of data flow and system security, including creating login credentials
- Entering patient data on the ESO EHR Mobile software as well as the web-based application (this will include descriptions of all fields and data flow explanations)
- Extended sessions for training end users and troubleshooting issues (if training power users)

ESO recommends two end user training sessions per day of onsite training. Each end user session lasts approximately 3 to 3.5 hours. Ideally, classes of 20 or less are held in an appropriate classroom setting with projection and wireless internet access. End users follow along on mobile computers, are preferred. Power users stay all day with a standard training session in the morning and in-depth training in the afternoon. ESO's implementation team will work carefully with the agency to meet all training needs and requirements.

Selecting which individuals from the organization will learn how to use and teach others to use the software is vital to the success of the project. These power users will gain an in-depth knowledge of ESO EHR and will ensure continuity in staff education by providing training and mentoring to the rest of the organization, including new employees who join the agency after the initial onsite training and deployment have occurred.

The power users selected will receive advanced information about EHR systems in general and ESO EHR in particular. They should be comfortable with technology, be champions of ESO and have a clear understanding of the organization's internal processes and objectives for data collection. Note that these individuals will not necessarily be the people with the highest rank or the longest tenure.

System administrator(s) should also plan to attend at least one of the power user/end user classes. This not only acknowledges administrators' support of the new program, but it also allows them to acquire additional expertise on the software's functionality so that they may serve as knowledgeable resources. ESO recommends that attendees be off-duty for user training and administrators offer personnel to hardware ratio of no more than 3:1 to create an optimal learning environment. Agencies are encouraged to move to full use of the system within ten days of training. Training guides and videos are available for reference by administrators and users at all points of set-up, training and live use of the system. Resources are updated regularly to include upgrades to the software. Power users may utilize these training materials during later training sessions in the matter they see fit.

MILESTONE 9: REGULATORY COMPLIANCE

Deliverable: State Reporting Testing

Set up for data reporting to the regulatory agencies typically happens between end user training and system go-live. States may require agencies to go through training on the registry site and submit a copy of our jointly executed Business Associates Agreement. ESO will assist agencies in meeting compliance standards for their demographics file and general data reporting standards.

ESO also will work with the agency to complete any necessary integration with the State and/or County Regulatory reporting systems.

MILESTONE 10: SYSTEM TESTING

Deliverable: Agency Sign Off

Agencies are encouraged to initiate testing with ESO and move to full use of the system within ten days of training.

MILESTONE 11: SYSTEM GO-LIVE AND POST-IMPLEMENTATION SUPPORT

Deliverables: Live System and Ongoing Support Ongoing Training

Implementation of Asset Management

Work Plan

The milestones listed below include the responsibilities of Round Rock staff in the implementation of ESO's AIC software. Coordinating training dates, testing the software, and providing prompt responses to implementation asks are a few of the key items that can either speed up or delay the implementation timeline.

The proposed work plan is a guide. ESO will work closely with designated project managers for a smooth implementation. ESO understands the scheduling needs of the emergency services environment, having successfully implemented the software for thousands of clients of varying sizes and needs.

ESO places a special emphasis on the 'train the trainer concept' by identifying the need for "power users" to receive more advanced, or detailed, training. These power users are expected to learn the product well enough to educate future employees and provide refresher training if necessary. Training of power users may take place either in person or online, as requested by the Customer.

Further, once the system is placed in production, ESO offers customer support, regional learning opportunities, and a host of materials available for training. We do not train our agencies and leave – we support our agencies and their end users through the lifetime of the contract. Customer support is included within your contract.

ESO's AIC software uses a seven-phase process to complete the installation and support of the software.



MILESTONE 1: PROJECT INITIATION INCLUDING PLANNING, INFORMATION GATHERING AND LIST CONVERSION

To initiate the implementation process, the ESO Client Services administrator will send the agency's project manager an agency setup worksheet on which s/he can identify the key players from the organization who will participate in the project implementation, assist in the project rollout (the rollout team) and the ongoing administration of the software, including but not limited to, agency administrators. The sheet will also contain other information for setting up the tenant including complete personnel lists and location names and information. In addition to this initial request, an implementation Kickoff call will be scheduled.

During the Kickoff call, the states of the implementation process will be explained, and an initial timeline will be presented. The ESO Implementation Coordinator ("IC") will explain the "test bed" vehicle process – testing and tweaking to be completed by HHI based on a set of vehicles representing the various types of vehicles within the fleet. The timing of buildouts and training sessions and the composition of trainings will also be explained. A project go-live date will also be confirmed. At the conclusion of the call, the IC will send the project manager the Vehicles

Worksheet to be used for building out the lists for the Test Bed vehicles. Instructions will also be sent along with a link to an instructional video demonstrating the proper way to fill out the worksheets. The agreed upon timeline, will also be sent to the project manager as a document at this time.

Once the Test Bed Vehicles Worksheets have been returned, the IC will arrange a Q&A call with the project manager. During this call, the IC will go over the Vehicles worksheets resolving any discrepancies with standard protocol, making sure that proper checklist frequencies, agency procedures, management, placement and categorization of assets will be attained with the proposed build. The IC and project manager will agree on any changes either during this call or on a follow up call within two to three days.

The initial tenant will be setup during this phase with logins for all organizational key players. All necessary organizational information will be brought into the system including locations and their accompanying information.

The project initiation phase will begin within fifteen (15) days of the effective contract date and will last between fourteen (14) and thirty (30) days.

MILESTONE 2: “TEST BED” APPARATUS BUILD

This phase will take place directly after the final Test Bed Vehicles Worksheets have been agreed upon between the IC and the project manager. There may be communications sent to project manager from IC during this time to flesh out additional details as they arise during the build. Once the build is complete, the project manager will receive a notification from the IC. The IC will set up a very brief call with the project manager to confirm the test bed vehicle builds. At the conclusion of this call, the project manager will receive an email with links to upcoming overview training webinars in which to register.

MILESTONE 3: ONLINE ADMINISTRATIVE TRAINING (OVERVIEW)

This activity typically occurs within one week of the completed buildout of the test bed vehicles. These trainings are between two and two and a half hours long. ESO offers one to two of these training sessions a week via online methods. However, at the request of Round Rock FD, these trainings can occur on site. The overview training is intended to the system administrators to familiarize them with the overall product navigation and workflows. This includes a comprehensive overview of dashboards and master pages, as well as of the dashboard-based and quick menu based workflows.

MILESTONE 4: TEST BED VEHICLE TESTING

Once training is complete, the IC will be notified, and a testing start date (initial rollout) will be agreed upon. The IC will then enable the system to prompt checks as of the testing start date.

The project manager will coordinate with the rollout team and commence regular checks on the test bed vehicles as of the testing start date. Typically, ESO recommends a testing period between one and two weeks, getting through at least one regular cycle of checks (daily checks and weekly inventories, typically). There will be iterative conversations between the IC and the project manager

during this period to resolve problems found with the checks, typical tweaking and checklist and workflow optimization.

At the end of this period, the project manager will sign off on the final test bed builds.

MILESTONE 5: DEPARTMENTAL APPARATUS, PERSONNEL AND ASSETS BUILD

Using the test bed vehicle templates, the implementation team will now build out the rest of the organization's vehicles and checklists. If there are vehicles that do not have a template, the customer will use additional vehicle worksheets to build these vehicles and deliver them to the IC. The IC and project manager will coordinate during this phase to ensure agency-wide vehicle build-out is complete.

The IC will also be importing all personnel into the system at this point. The IC will wait until this stage for personnel input to prevent early access to the software by untrained users. Generic logins for all users will also be created.

Further, the IC will be sending asset templates to the project manager during this phase. Asset templates are used for mass creation of like assets (SCBA bottles, radios, etc.), each with their own unique asset fields (make, model, date in service, etc.). Once the project manager gets the asset templates filled out, they will be sent back to the IC for mass creation and deployment.

Depending on the complexity and number of vehicles and assets, this phase will take anywhere from one week to two months to complete.

MILESTONE 6: ONLINE ADMINISTRATIVE TRAINING (ADMIN)

This activity typically occurs within one week of the departmental build-out. These trainings are between two and two and a half hours long. ESO offers one to two of these training sessions a week via online methods. However, at the request of Round Rock FD, these trainings can occur on site. Administrator training is intended for the system administrators to finish teaching them all aspects of the software, concentrating for the most part on administrative tasks:

- Management and Setup:
 - Personnel
 - Permissions
 - Workgroups
 - Distribution Groups
 - Notifications
- Department level tasks:
 - Department-wide checks
 - Forms
 - Reporting
- A deeper dive on Master Pages
 - Build – how to build your own vehicles, equipment and facility checks moving forward

MILESTONE 7: SYSTEM GO-LIVE AND POST-IMPLEMENTATION SUPPORT

After the Administrator training is complete, the IC will be notified. The IC will confirm the launch date with the project manager and the IC and project manager will confirm with each other the readiness for launch (everything built out, users trained, etc.) and confirm the go live date.

Around one week to a couple of days prior to the go live date, the IC will schedule a pre go-live call. Any outstanding issues will be addressed including knowledge gaps and last-minute questions.

Implementation of Scheduling

Work Plan

ESO is committed to optimizing Round Rock FD's scheduling needs and delivering the best training and support to ensure seamless onboarding. With extensive experience in the scheduling industry, we've learned firsthand what's required to obtain the very best results for our clients. While we understand that every implementation is unique, we recommend the below best practices as a roadmap to ensure a successful deployment.



KICKOFF CALL:

The purpose of this call is to help us better understand your scheduling needs to ensure a successful implementation. During this call, we will establish expectations, identify aspects of Round Rock FD's implementation that may require special considerations, address any questions about the training process, and schedule important dates.

To ensure that the ESO Scheduling software setup and configurations meet the needs of Round Rock FD, your meeting attendees should include:

- Your key management staff that will be involved in setup decisions
- ESO representatives will include your salesperson and potentially someone from our training team to provide insight on the training process.

We will cover a wide variety of items on this initial kickoff call including but not limited to:

- We want to fully understand your needs of the software. This will help us better serve you moving forward.
- Identify who will be the ESO Scheduling Administrator for Round Rock FD.
- Identify any other management users that will need to be involved during the training process so we can add them into our Client Management System.
- Discuss data integration to establish a workable schedule for delivery.
- Establish a target "Go-Live" date.

DATA INTEGRATION:

Data integration with Munis is a crucial step in your implementation. We have found that the adoption of software by end users is higher and faster if existing employee data exists in the new system prior to the first training and recommend that this be considered a priority. The data integration steps will be dependent on discussion held at the initial kickoff meeting and which of the two data integration approaches are selected.

TRAINING:

ESO Scheduling is backed by a team of professionals with the software knowledge needed to deliver a smooth training process designed to maximize your software experience. Prior to in-person training, the ESO team will host a preliminary web conference to assist in the configuration of high-level optional features with key decision makers at Round Rock FD.

ESO Scheduling training is typically provided online and divided into three one-hour training sessions. However, ESO welcomes the opportunity to provide one 3-hour in-person training at a Round Rock facility to accommodate the needs and request of the town. The in-person training agenda will include the following topics:

Session One

- Introduction of ESO Scheduling
- Setup of baseline schedules and rotations using our Shift Profile builder. Note that trainees will need to have hard or electronic copies of your operation's current staffing needs and individual employee rotations to provide the best recommendations for your schedule setup.
- Employee Profile Management
- Qualification and Certification Setup
- Your trainer will work with your team to ensure that a full schedule will be automatically created and populated in the software

Session Two

- Schedule creation and day-to-day schedule management
- Employee access and functionality
- Management of employee requests
- System administration tools and dashboard management

Session Three

- Managing employee timecards
- Performing payroll closeout
- Timekeeping/payroll reports

DEPLOYMENT PREPARATION:

The deployment of ESO Scheduling involves the period between your in-person training session and your "Go Live" date. After your training is completed, we will contact you to ensure you feel

comfortable with the system. Further, your training representative will provide you with a custom Deployment Plan after your last training session. Key steps during this phase includes:

- Provide us overall feedback about your implementation process, including training, data integration, reporting, etc.
- Address any open issues the Round Rock FD may have, including any additional input our assistance you might need prior to go live.
- Discuss and schedule additional or ongoing training you feel would be beneficial.
- Training non-management employees. Training non-management end users can take a variety of forms at the discretion of the Round Rock FD. Alternative include:
 - Hosting an in-service meeting to train basic end users. One hour should suffice for covering the basis system functionality.
 - Training basic end users as they come in for their shift or when they leave for the day on an individual basis.
 - Email the slides to all basic end users to review at their convenience.
- Allow management to acclimate to the software. This step involves allowing management level employees to “play” with the software for a few days after training to prep for live use of the software.
- Completion of key tasks. Your deployment plan will include a custom list of tasks for completion to ensure every aspect of the configuration is complete.
- Side by side period. ESO recommends a two-week side by side test run of ESO Scheduling while still utilizing your existing processes. This testing period allows time to work out any issues that may arise prior to relying on ESO Scheduling fully for processing payroll.

GO LIVE:

The implementation process is now complete, and you are ready to go live. Key daily and weekly tasks should be carried out in ESO Scheduling to ensure the best results. After training, you should have a good understanding of the following tasks. If not, let your training representative know so you can schedule an online review.

Daily Tasks

- Manipulate and update the schedule to reflect recent changes using tools such as the Schedule Worksheet.

- Manage time off requests, shift pickup requests, and shift swap requests as employees submit requests from the basic user interface.

Weekly Tasks

- Create and publish upcoming scheduled for basic end users to see
- Check the Master Mailbox under the Message Center for messages sent by employees
- Updating employee profile information as needed
- Clearing employee discrepancies and reviewing timecards
- Running Payroll Reports

Once Round Rock FD is live with the system, your account manager will reach out to you to discuss transitioning to our Client Support Team. Whether you have a general support question, need technical assistance, or would like additional help with ESO Scheduling, the Support Team is here for you. The team is available anytime from 7:00 AM to 7:00 PM CST, Monday through Friday. In the event of an emergency, 24/7 support is available. Support also includes access to a Live Chat system and our most recent support articles and video tutorials.

Post-Initial Implementation Process

ESO provides continual support to the customer. The assigned implementation manager remains the primary point of contact for 60-90 post go-live to make sure the process is running smoothly. After that initial time period, while the implementation manager and regional account manager are always available to you, the primary point of contact of any issues becomes our support department.

Post Implementation Support

ESO's account managers, implementation specialists, and certified software trainers have extensive experience in the pre-hospital environment. Together they bring more than 150 years of combined healthcare experience to ESO and the agencies they serve. Members of the ESO team have served as EMTs, fire chiefs, medics, nurses, led hospital emergency services, and relate quickly and easily to clients.

Agencies can contact ESO by toll free number, chat, or e-mail to handle routine as well as immediate action needs, as well as any technical question related to the software. ESO's client services team is available 24 hours per day, 7 days per week, to include holidays. The benefit of ESO's support function is that – even outside of the client services team – clients can contact ESO and speak to almost anyone and they can assist on both the clinical and operational aspects of the software and its reporting tools.

Clients may access training documents and videos from a link on the landing page of the application. Training guides and videos are available for reference by administrators and users at all points of set-up, training and live use of the system. ESO updates the training materials regularly to include upgrades to the software. ESO also provides clients a link to a reference materials page from which they may print an unlimited number of reference guides covering ESO EHR for administrators and end users, quality management, ESO EHR Mobile, and more.

ESO also holds an annual user conference, Wave, in Austin, holds regional meetings, communicates via newsletters, and provides updated training tools for updates and release notes. Further, ESO implements state mandates into the software immediately, and they evaluate all requests for changes to the hardware for potential implementation.

Upgrades and Enhancements

Historically, ESO upgrades three to four times per year. This occurs during the 4:00 am – 6:00 am (CST) timeframe and generally only lasts 30 minutes. As a SaaS service, upgrades and product enhancements are “delivered” (available) to the user on log in.

It is important to note that mobile reporting is still available during this time.

Bug Fixes and Patches

Changes required by state and national agencies are implemented immediately and available to users on log in, as are any mutually beneficial updates, bug fixes, and patches. As a SaaS model, ESO's software automatically pushes upgrades and bug fixes to end users, reducing your efforts and allowing us to deliver targeted customer support.

Sample Project Implementation Timeline

Below is a sample project timeline based on a 60 day implementation time period. The implementation timeline begins at the time the set up file is returned to the implementation team. Typically the team will work backwards from your projected go-live date to determine the ideal timeframes to ensure a successful and on-time release.

Implementation Process Timeline (Days 0- 60)				Finish	Resource Name	Comments
Pre-Kickoff; Agency receives and begins completion of setup file	1 Day	8/20/2020	8/20/2020		ESO and Round Rock	
Implementation Kick-Off Call (high level overview of implementation process)	1 Day	8/20/2020	8/20/2020	9/1/2020	ESO and Round Rock	We give a 10 day window to get Kick-off meeting scheduled with all appropriate parties
Agency fills out and returns set up file (usually takes 5-7 days)	7 Days	8/25/2020	9/1/2020		Round Rock	Round Rock to complete setup file. This is a critical step to starting the technical set up process of ESO. Time to go-live is based on the receipt of the set up file from Round Rock.
ESO tenant/ environment is created and set up file is imported by ESO	3 Days	9/2/2020	9/4/2020		ESO	
Admin Training- Online classes for administrators						
EHR Operational Admin (1.5 hours)	7 Days	9/5/2020	9/11/2020		Round Rock	Round Rock to sit in on prescheduled Admin webinar. A week lag is given to allow time to work into schedule
EHR Clinical Admin (1.5 hours)	7 Days	9/5/2020	9/11/2020		Round Rock	Round Rock to sit in on prescheduled Admin webinar. A week lag is given to allow time to work into schedule
Fire Admin (1.5 hours)	7 Days	9/5/2020	9/11/2020		Round Rock	Round Rock to sit in on prescheduled Admin webinar. A week lag is given to allow time to work into schedule
Personnel Management Training (1 hour)	7 Days	9/5/2020	9/11/2020		Round Rock	Round Rock to sit in on prescheduled Admin webinar. A week lag is given to allow time to work into schedule
Agency completes system setup (usually takes 3-7 days after all admin classes have been taken)	7 Days	9/12/2020	9/18/2020		Round Rock	This is for Round Rock to take information learned from admin training and update site to fit with operational needs.
Recurring online training						This training is available throughout the implementation process and beyond for any desired follow up training. Webinar trainings are free to any user who would like to attend.

(Analytics, Adhoc, Quality Management, HDE for EMS agencies, EHR Pre Go Live)							Additional training modules are encouraged during the implementation process.
	End-user training: (Onsite or Online)						
	Agency schedules Training (3 weeks' notice required for Onsite)	3 Days	9/21/2020	9/23/2020	ESO and Round Rock		Time is scheduled for on-site training. Details regarding number of days/sessions is confirmed.
	Onsite: Customizable to fit Agency's needs, typically two sessions a day	3 Days	10/13/2020	10/15/2020	ESO and Round Rock		Perform on-site training
	End-user practice (recommendation: 10-15 days)	2 Weeks	10/15/2020	10/31/2020	Round Rock		We tend to recommend a couple weeks of end user practice before going live.
	Mobile Software Installation and Testing	1 week	9/23/2020	9/30/2020	ESO and Round Rock		Installation of the mobile EHR software on tablets is relatively simple but does involve touching each device either physically or remotely.
	Cardiac Monitor- Is installed concurrently with mobile install (if applicable)	1 week	9/23/2020	9/30/2020	ESO and Round Rock		ESO provides instructions on how to set up the cardiac monitor interface. In some cases, assistance from the monitor vendor is necessary.
	Interfaces/ 3rd Party Integrations (May increase implementation timeline)	60 Days	9/1/2020	10/31/2020	ESO and Round Rock		CAD integration timing is variable as we need to coordinate access to data from either your CAD vendor or IT administration. We allow ourselves the entire length of implementation to work on the part of the process.
	Billing Interface (set up with billing staff ongoing during implementation process)	60 Days	9/1/2020	10/31/2020	ESO and Round Rock		ESO will work with your billing vendor to understand what type of file they need and any other criteria being used to determine what is and isn't being billed. Round Rock will confirm all rules related to billing.
	ESO has the ability to extract data in multiple file formats (xml, ASCII, Sanitas, Zoll, etc.) for seamless integration with billing software						

Handtevy Import Setup (if applicable)	1 week	10/1/2020	10/7/2020	ESO	ESO will coordinate with Handtevy to set up the link between the two programs.
HDE Connection (once agency is live with EHR)	1 Day	10/31/2020	11/1/2020	ESO	ESO will set up the HDE connection upon go-live
CAD Interface (May increase implementation timeline)					
ESO gathers requirements	2 weeks	9/1/2020	9/13/2020	ESO and Round Rock	ESO works with Round Rock to get details regarding access to CAD data
ESO CAD development	4 weeks	9/14/2020	10/15/2020	ESO	ESO works on CAD development
CAD Installation	1 week	10/16/2020	10/23/2020	ESO	ESO installs CAD monitor
Agency Tests CAD Interface	1 week	10/24/2020	10/31/2020	Round Rock	Round Rock tests the interface
<i>Completing a CAD interface will require the joint efforts of ESO, your organization, and your CAD vendor. ESO uses Web Services technology to deliver a secure and reliable way to transfer your CAD data.</i>					
Data Migrations / Legacy Data (NEMSIS & NFIRS)- (If applicable)					
NEMSIS Data Migration- This process starts after agency goes LIVE with ESO EHR	1 month	12/1/2020	12/31/2020	ESO and Round Rock	ESO will receive NEMSIS compliant files from previous vendor to import.
NFIRS Data Migration- This process starts after agency goes LIVE with ESO Fire Incidents	1 month	12/1/2020	12/31/2020	ESO and Round Rock	ESO will receive NFIRS compliant files from previous vendor to import.
P&I Data Migration- Ongoing through implementation process					
Agency reviews/cleans data	1 month	9/1/2020	9/30/2020	Round Rock	Round Rock will review the current data and update as deemed necessary.
Agency provides properties/inspections data for import into ESO	1 week	10/1/2020	10/7/2020	Round Rock	Round Rock sends the completed spreadsheet to ESO for import
Data file placed in queue for import	2 weeks	10/7/2020	10/20/2020	ESO	ESO will import data
State Data Reporting					
*ESO submits NEMSIS and NFIRS data on agency's behalf	1 month	10/1/2020	10/31/2020	ESO	ESO will set up the automatic submission. In some cases the state will require approval from the agency prior to setting up the process.
Additional ESO Products Implementation Timeline					
Asset Management and Checklist (Typically 60-90 days)					

Scheduling (Typically 30- 45 days)									
Training Academy (Typically 30 days)									
**Additional ESO product implementation timelines may be dependent									
concurrently									
with ESO EHR and ESO Fire products									
GO LIVE									
ESO recommends going live with EHR and Fire Incidents initially. Go Live with additional products -P&I, PM, Scheduling, AIC, TrackEMS - can be determined based on agency priorities.									

Legend

Represents average in days

Represents ongoing throughout implementation process

Agency's Action Item

Project Management Structure

Once an agency executes a contract, the ESO implementation team will lead your agency through implementation. The team includes:

Pat Piper, Director, Training & Implementation		
Wade Bredemeier, Training Manager	Vivianna Barragan, Implementation Administrator	Josh Burke, Manager of Extracts and Integrations
Jasmin Oswald, Implementation Coordinator	Deb McCoy-Freeman, Implementation & Training Specialist	John Ayres, Implementation Specialist for FIREHOUSE
Steve Soltz, Manager of Training and Implementation, AIC	Matt Sprague, Implementation Manager	Joanna Hallett, Senior Regional Account Manager

Pat Piper leads the team who will oversee the implementation process. While most of the team is cross-trained, each team member specializes in specific areas. As a SaaS model, the technical setup is almost entirely handled by ESO. Most of the responsibility for Round Rock FD, is in training and administrative set up of the products. ESO does not subcontract any of the work. We will, on occasion, use part-time instructors to provide on-site training. These are ESO employees who are professional firefighters/paramedics, many of them ESO users, who have been trained to provide end user training.

Upon final signing of the contract, the implementation team will receive notice to contact the designated personnel at Round Rock FD. At that time, ESO will assign an implementation administrator to coordinate a kick-off call and will be the main point of contact, making sure that all activities remaining on schedule.

**ATTACHMENT A
PROPOSAL SUBMITTAL FORM AND EXECUTION**

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.

By signature hereon, the Respondent certifies that:

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this request for proposals.

RESPONDENT (COMPANY): ESO

SIGNATURE (IN INK): _____

NAME (TYPED/PRINTED) Allen Johnson

TITLE: Chief Product Officer **DATE:** 7/14/2020

STREET: 11500 Alterra Parkway Suite 100

CITY/STATE/ZIP: Austin, TX 78758

TELEPHONE AND FACSIMILE NO.: 866-766-9471

E-MAIL ADDRESS: allen.johnson@eso.com

FEDERAL TAX IDENTIFICATION NUMBER (FIN): 36-4566209

By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. In addition to the above General Terms and Conditions listed in Section IV, the City's Definitions, Terms and Conditions shall be enforced and part of the contract and can be obtained from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>

**ATTACHMENT B
REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 20-017

RESPONDENT'S NAME: ESO

DATE: July 17, 2020

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

- | | | | |
|----|-----------------------|-----------------------------------------------------------------|--------------------------------------------|
| 1. | Company's Name | <u>Baytown Fire Dept</u> | |
| | Name of Contact | <u>Dana Dalbey</u> | |
| | Title of Contact | <u>Assistant Chief</u> | |
| | E-Mail Address | <u>dana.dalbey@baytown.org</u> | |
| | Present Address | <u>201 E. Wye Dr.</u> | |
| | City, State, Zip Code | <u>Baytown, TX 77521</u> | |
| | Telephone Number | <u>(281) 420-5381</u> | Fax Number: <u>(281) 413-8030 (cell)</u> |
| | | | |
| 2. | Company's Name | <u>Austin Fire Department</u> | |
| | Name of Contact | <u>Mark Tomasek</u> | |
| | Title of Contact | <u>IT Systems Administrator - Knowledge Management Division</u> | |
| | E-Mail Address | <u>mark.tomasek@austintexas.gov</u> | |
| | Present Address | <u>4201 Ed Bluestein Blvd.</u> | |
| | City, State, Zip Code | <u>Austin, TX 78721</u> | |
| | Telephone Number | <u>(512) 554-5957 (cell)</u> | Fax Number: <u>()</u> |
| | | | |
| 3. | Company's Name | <u>Palo Alto Fire Department</u> | |
| | Name of Contact | <u>Kim Roderick</u> | |
| | Title of Contact | <u>EMS Chief</u> | |
| | E-Mail Address | <u>kim.roderick@cityofpaloalto.org</u> | |
| | Present Address | <u>250 Hamilton Ave (PO Box 10250)</u> | |
| | City, State, Zip Code | <u>Palo Alto, CA 94303</u> | |
| | Telephone Number | <u>(650) 444-6244</u> | Fax Number: <u>()</u> |

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

**ATTACHMENT C
SUBCONTRACTOR INFORMATION FORM**

COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 20-107

RESPONDENT'S NAME: ESO **DATE:** July 17, 2020

- **CIRCLE ONE - NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT** **NO**
- YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT** **YES**
If yes complete the information below

1.	Subcontractor Name		
	Name of Contact		
	E-Mail Address		
	Address		
	City, State, Zip Code		
	Telephone Number	()	Fax Number: ()
	Describe work to be performed		
	Percentage of contract work to be performed	%	
2.	Subcontractor Name		
	Name of Contact		
	Title of Contact		
	E-Mail Address		
	Address		
	City, State, Zip Code		
	Telephone Number	()	Fax Number: ()
	Describe work to be performed		
	Percentage of contract work to be performed	%	

- *Add additional pages as needed*



**ADDENDUM
CITY OF ROUND ROCK, TEXAS**

Solicitation: RFP 20-017

Addendum No: 1

Date of Addendum: 7/10/2020

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

I. Questions:

Q1. Do you want this RFP response to include information and pricing for electronic patient care forms?

A1. **Yes, please include this information if your software supports it.**

Q2. Do you have any additional vehicles beyond the 11 frontline fire apparatuses you mention?

A2. **Yes, we currently run 11 frontline apparatus and 2 shift commanders daily. In addition, we have 4 brush trucks (type 6 engines), 1 tender, 1 hazmat unit, 1 technical rescue unit, 6 reserve apparatus, and twelve administrative vehicles.**

Q3. Does Round Rock Fire Department collect NEMSIS EMS data on every EMS incident?

A3. **No, we do not submit to NEMSIS.**

Q4. Could we be provided with more information regarding section N, iv 'Ability to integrate with Tyler Technologies- Munis, direct integration is preferred.' Is the intent for scheduling data to be submitted via integration for payroll purposes? Any additional details would be appreciated.

A4. **Yes, we would prefer for payroll information to export directly into Tyler Technologies Munis as opposed to having the scheduling system export a *.csv or Excel file..**

Q5. How many commercial properties does your Fire Department inspect annually?

A5. **We inspect approximately 7,000 commercial properties annually.**

Q6. How many personnel are in the Fire Prevention Division? Specifically, how many inspectors dedicated to doing annual inspections?

A6. **We have 8 personnel and 7 inspectors.**

Q7. Are you a BLS only agency or an ALS agency? If ALS, do you transport? If yes, to how many hospitals?

A7. **We are an ALS First Responder and we do not transport.**

Q8. If you are an ALS agency do you transmit to NEMSIS?

A8. **We are an ALS First Responder, so we do not report to NEMSIS.**

Q9. How many years of data will you want to convert from Fire House?

A9. **We will not be converting years of data from Fire House; we intend to transfer some records from FH, predominantly from the Prevention Division and some Geographic Information System (GIS) information. These documents will vary from Excel spreadsheets to proprietary files from FH.**

Q10. Other than Munis, are there other software products the Fire Department uses, not named in this RFP, that might need integrations (e.g. scheduling, preplanning, enroute solutions, inspections, etc.)?

A10. **Our CAD is Central Square. We are requesting direct interfacing with Tyler Technologies Munis. Tyler Munis is our payroll system. We also use Microsoft Office software.**

Q11. Are you looking strictly for a place to document your training or would you like the vendors to include an option for an entire learning management solution with the content provided?

A11. **We would like to be able to document our training.**

Q12. Will the City accept partner products, sub vendors, as part of the RFP response if it fills a requirement of the RFP?

A12. **We will accept offers from respondents that utilize partner products or sub-contractors but the Respondent that submits the proposal agrees to be the point of contact for all models submitted and only one contract with one set of terms and conditions will be awarded for this solicitation. Please also refer to Part III, Item 3. Subcontractors for additional requirements.**

Q13. Due to the textual content requirement for this RFP, is it possible to get a one-week extension on the 'Deadline for submission of responses' of the RFP?


A13. **If we do not receive more than 1 submission, the RFP will remain open for 1 more week.**

Q14. Due to COVID-19 and the fact that company employees are working from home may we sign Attachment A- Proposal Submittal Form electronically instead of "in ink"?

A14. **Yes, if it is a signature and not simply typed in. The formal contract itself may have other requirements since it is the legal contract.**

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Cheryl Kaufman, Purchasing Supervisor
Purchasing Office, 512-218-5417

July 10, 2020

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

ACKNOWLEDGED BY:

Name

Authorized Signature

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.

- Section 1.3.5.3, Page 1, City of Round Rock Insurance Requirements.

Intellectual Property Rights: ESO offers cloud-hosted solutions as a subscription, and so our source code is not delivered to any given end-user of our software. Rather, the source code remains hosted in our secure cloud-hosting environment, and customers take possession of the tools needed to interface with and integrate data to and from our software. Because of that, ESO cannot offer work-product rights or permit any intellectual property transfer of its software, including in a statement of work scenario - doing so would prohibit ESO from providing its software to the thousands of fire departments and first responders who currently rely on ESO for their software needs. While ESO agrees that any information input into our software by a customer belongs to that customer, the software ESO provides must remain the property of ESO. The following clause/clauses will require discussion should ESO's proposal be selected:

- Section 60, Page 11, City of Round Rock Purchasing Definitions, Standard Terms and Conditions.

Litigation and Financial Audit: ESO is a privately held corporation and as such considers information pertaining to any litigation or finances to be confidential. Additionally, ESO has numerous competitors that seek to learn confidential legal and financial information about the company. Vendor information is made public through the RFP process, so because of this ESO would not agree to share financial and legal information about confidential business practices which then would be accessible to our industry competitors. The following clause/clauses will require discussion should ESO's proposal be selected:

- Part III, Section 2.B, Page 7, Report Management and Scheduling System for Fire Department;
- Part III, Section 2.C, Page 7, Report Management and Scheduling System for Fire Department;
- Section 24, Page 5, City of Round Rock Purchasing Definitions, Standard Terms and Conditions.



"Cost Sheets" (Services)

Quote Date: 08/19/2020
 Customer Name: Round Rock Fire Department
 Quote #: Q-18090
 Quote valid until: 12/31/2020
 ESO Account Manager: Joanna Hallett

CUSTOMER CONTACT

End User Round Rock Fire Department
 Name James Gossard
 Email jgossard@roundrocktexas.gov
 Phone (512) 218-5590

BILLING CONTACT

Payor Round Rock Fire Department
 Name Jennifer Patton
 Email jpatton@roundrocktexas.gov
 Phone 512-218-3296
 Address City Of Round Rock, Brian Finger - Itc
 Round Rock TX, 78664
 Billing Frequency Annual
 Initial Term 12 months

Fire					
Product	Volume	Price	Discount	Total	Fee Type
ESO Fire Discounted Bundle	9 Stations	\$14,905.00	(\$0.00)	\$19,350.00	Recurring
Fire Bundle - Incidents	9 Stations		(\$0.00)	\$0.00	Recurring
Fire Bundle - Inspections	9 Stations		(\$0.00)	\$0.00	Recurring
Fire Bundle - Properties	9 Stations		(\$0.00)	\$0.00	Recurring
Fire Personnel Management	151 Employees	\$4,445.00	(\$0.00)		Recurring
Fire - Training	3 Days	\$2,985.00	(\$0.00)	\$2,985.00	One-time
Fire - Training Travel Costs	3 Travel Cost	\$750.00	(\$0.00)	\$750.00	One-time
IFC 2015 - National Codeset	9 Stations	\$1,255.00	(\$0.00)	\$1,255.00	One-time
Fire Incidents NFIRS Data Import	7000 Incidents	\$4,995.00	(\$4,995.00)	\$0.00	One-time
Properties/Inspections Data Import	9 Stations	\$2,555.00	(\$2,555.00)	\$0.00	One-time
Fire Incidents CAD Integration	7000 Incidents	\$2,495.00	(\$0.00)	\$2,495.00	Recurring

Scheduling					
Product	Volume	Price	Discount	Total	Fee Type
ESO Scheduling - Setup & Online Training	3 Sessions	\$1,485.00	(\$0.00)	\$1,485.00	One-time
ESO Loop Closure	151 Employees	\$3,695.00	(\$0.00)	\$3,695.00	Recurring
ESO Scheduling Plus	151 Employees	\$9,995.00	(\$0.00)	\$9,995.00	Recurring

EHR					
Product	Volume	Price	Discount	Total	Fee Type
EHR Training	3 Days	\$3,585.00	(\$0.00)	\$3,585.00	One-time
ESO EHR (BLS Version)	7000 Incidents	\$8,390.00	(\$0.00)	\$8,390.00	Recurring

*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.



"Cost Sheets" (Services)

Quote Date: 08/19/2020
 Customer Name: Round Rock Fire Department
 Quote #: Q-18090
 Quote valid until: 12/31/2020
 ESO Account Manager: Joanna Hallett

Total Recurring	\$	43,925.00
Total One-Time	\$	17,610.00
Discounts	\$	(7,550.00)
TOTAL	\$	53,985.00

TERMS AND CONDITIONS:

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<http://bit.ly/ESOContract>

2. The Effective Date of this Quote shall be the final date of signature.

3. If Customer has selected a third party to pay fees on their behalf, the applicable fees above shall be invoiced to the third party on Customer's behalf.

Round Rock Fire Department

 [Signature]

 [Print Name]

 [Title]

 [Today's Date]

For Fire, Scheduling, EHR, the following payment terms apply:

Fees are invoiced at the Billing Frequency after the Effective Date, with recurring fees due on the anniversary.



"Cost Sheets" (Services)

Quote Date: 08/19/2020
 Customer Name: Round Rock Fire Department
 Quote #: Q-18090
 Quote valid until: 12/31/2020
 ESO Account Manager: Joanna Hallett

Fire

Product	Description
ESO Fire Discounted Bundle	Includes ESO Fire Incidents, Personnel Management, Properties and Inspections.
Fire Bundle - Incidents	Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.
Fire Bundle - Inspections	Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.
Fire Bundle - Properties	Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, incidents, and previous inspections).
Fire Personnel Management	Includes tracking of Training classes, certifications, credentials, immunization records. Discounted as a part of the Fire Bundle.
Fire - Training	Daily rate
Fire - Training Travel Costs	One-time fee - covers all travel costs associated with on-site training option.
IFC 2015 - National Codeset	Complete set of IFC 2015 codes to be used within the Inspections application.
Fire Incidents NFIRS Data Import	Data migration from previous RMS platform.
Properties/Inspections Data Import	Data migration of Properties data and inspection reports into ESOs Properties and Inspections applications from a previously used RMS.
Fire Incidents CAD Integration	Allows for integration of CAD data into the FIRE application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.

Scheduling

Product	Description
ESO Scheduling - Setup & Online Training	Webinar Training Session.
ESO Loop Closure	Online incident (event, complement, complaint, etc) investigation and resolution tracking system for EMS and Fire.
ESO Scheduling Plus	Online scheduling, messaging and detailed reporting, plus web-based time clock, attendance tracking, time off management and payroll output files.

EHR

Product	Description
EHR Training	Daily Rate
ESO EHR (BLS Version)	BLS ePCR software.



KNIDIL B

"Cost Sheets" (Optional Service)

Quote Date: 08/03/2020
 Customer Name: Round Rock Fire Department
 Quote #: Q-17455
 Quote valid until: 12/31/2020
 ESO Account Manager: Joanna Hallett

CUSTOMER CONTACT

End User Round Rock Fire Department
 Name James Gossard
 Email jgossard@roundrocktexas.gov
 Phone (512) 218-5590

BILLING CONTACT

Payor Round Rock Fire Department
 Name Jennifer Patton
 Email jpatton@roundrocktexas.gov
 Phone 512-218-3296
 Address City Of Round Rock, Brian Finger - Itc
 Round Rock TX, 78664
 Billing Frequency Annual
 Initial Term 12 months
 Total Annual Recurring \$15,459.00

EHR

Product	Volume	Price	Discount	Total	Fee Type
ESO EHR Suite	7000 Incidents	\$12,890.00	(\$0.00)	\$12,890.00	Recurring
EHR Cardiac Monitor Integration	7000 Incidents	\$995.00	(\$0.00)	\$995.00	Recurring
EHR Training	3 Days	\$2,985.00	(\$0.00)	\$2,985.00	One-time
EHR Training Travel Costs	3 Travel Cost	\$750.00	(\$0.00)	\$750.00	One-time
EHR - EMS XML Export	7000 Incidents	\$995.00	(\$0.00)	\$995.00	Recurring
QuickSpeak	7000 Incidents	\$579.00	(\$0.00)	\$579.00	Recurring

Total Recurring	\$	15,459.00
Total One-Time	\$	3,735.00
Discounts	\$	(0.00)
TOTAL	\$	19,194.00

TERMS AND CONDITIONS:

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<http://bit.ly/ESContract>

- The Effective Date of this Quote shall be the final date of signature.
- Customer may, but shall not be obligated to, purchase the products listed above.
- Total compensation is not to exceed \$81,030.00 within the first five (5) years of this Agreement.
- If Customer has selected a third party to pay fees on their behalf, the applicable fees above shall be invoiced to the third party on Customer's behalf.

*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.

*If present, applicable taxes shall be waived if Customer submits a valid certificate of tax exemption to ESO upon or prior to submission of the signed Quote.



"Cost Sheets"
(Optional Service)

Quote Date: 08/03/2020
Customer Name: Round Rock Fire Department
Quote #: Q-17455
Quote valid until: 12/31/2020
ESO Account Manager: Joanna Hallett

EHR

Product	Description
ESO EHR Suite	Patient care reporting suite, includes EHR web and mobile client, Quality Management, AdHoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.
EHR Cardiac Monitor Integration	Cardiac monitors integration. Allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included. Unlimited connections.
EHR Training	Daily Rate
EHR Training Travel Costs	One-time fee - covers all travel costs associated with on-site training option.
EHR - EMS XML Export	EHR data extract in XML format.
QuickSpeak	Integrated foreign language translation application.



"Cost Sheets" (Optional Service - Asset Management/ Inventory Only)

Quote Date: 08/03/2020
 Customer Name: Round Rock Fire Department
 Quote #: Q-17456
 Quote valid until: 12/31/2020
 ESO Account Manager: Joanna Hallett

CUSTOMER CONTACT

End User Round Rock Fire Department
 Name James Gossard
 Email jgossard@roundrocktexas.gov
 Phone (512) 218-5590

BILLING CONTACT

Payor Round Rock Fire Department
 Name Jennifer Patton
 Email jpatton@roundrocktexas.gov
 Phone 512-218-3296
 Address City Of Round Rock, Brian Finger - Itc
 Round Rock TX, 78664
 Billing Frequency Annual
 Initial Term 12 months
 Total Annual Recurring \$45,330.00

Fire					
Product	Volume	Price	Discount	Total	Fee Type
ESO Fire Discounted Bundle	9 Stations	\$14,905.00	(\$0.00)	\$19,350.00	Recurring
Fire Bundle - Incidents	9 Stations		(\$0.00)	\$0.00	Recurring
Fire Bundle - Inspections	9 Stations		(\$0.00)	\$0.00	Recurring
Fire Bundle - Properties	9 Stations		(\$0.00)	\$0.00	Recurring
Fire Personnel Management	151 Employees	\$4,445.00	(\$0.00)		Recurring
Fire - Training	3 Days	\$2,985.00	(\$0.00)	\$2,985.00	One-time
Fire - Training Travel Costs	3 Travel Cost	\$750.00	(\$0.00)	\$750.00	One-time
IFC 2015 - National Codeset	9 Stations	\$1,255.00	(\$0.00)	\$1,255.00	One-time
Fire Incidents NFIRS Data Import	7000 Incidents	\$4,995.00	(\$4,995.00)	\$0.00	One-time
Properties/Inspections Data Import	9 Stations	\$2,555.00	(\$2,555.00)	\$0.00	One-time
Fire Incidents CAD Integration	7000 Incidents	\$2,495.00	(\$0.00)	\$2,495.00	Recurring

Asset Management/Inventory					
Product	Volume	Price	Discount	Total	Fee Type
Assets-Checklist Bundle	38 Vehicles	\$9,795.00	(\$0.00)	\$9,795.00	Recurring
Asset Management and Checklist - Training and Implementation	38 Vehicles	\$1,995.00	(\$0.00)	\$1,995.00	One-time

Scheduling					
Product	Volume	Price	Discount	Total	Fee Type
ESO Scheduling - Setup & Online Training	3 Sessions	\$1,485.00	(\$0.00)	\$1,485.00	One-time
ESO Loop Closure	151 Employees	\$3,695.00	(\$0.00)	\$3,695.00	Recurring
ESO Scheduling Plus	151 Employees	\$9,995.00	(\$0.00)	\$9,995.00	Recurring

*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.

*If present, applicable taxes shall be waived if Customer submits a valid certificate of tax exemption to ESO upon or prior to submission of the signed Quote.



"Cost Sheets"
(Optional Service -
Asset Management/
Inventory Only)

Quote Date: 08/03/2020
Customer Name: Round Rock Fire Department
Quote #: Q-17456
Quote valid until: 12/31/2020
ESO Account Manager: Joanna Hallett

Total Recurring	\$	45,330.00
Total One-Time	\$	16,020.00
Discounts	\$	(7,550.00)
TOTAL	\$	53,800.00

TERMS AND CONDITIONS:

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<http://bit.ly/ESOContract>

2. The Effective Date of this Quote shall be the final date of signature.
3. Total compensation is not to exceed \$235,120.00 within the first five (5) years of this Agreement.
4. If Customer has selected a third party to pay fees on their behalf, the applicable fees above shall be invoiced to the third party on Customer's behalf.

Round Rock Fire Department

[Signature]

[Print Name]

[Title]

[Today's Date]

For Fire, EHR, Assets, Firehouse, Education, Safety Pad, Scheduling, the following payment terms apply:

Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.



"Cost Sheets" (Optional Service - Asset Management/ Inventory Only)

Quote Date: 08/03/2020
 Customer Name: Round Rock Fire Department
 Quote #: Q-17456
 Quote valid until: 12/31/2020
 ESO Account Manager: Joanna Hallett

Fire

Product	Description
ESO Fire Discounted Bundle	Includes ESO Fire Incidents, Personnel Management, Properties and Inspections.
Fire Bundle - Incidents	Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.
Fire Bundle - Inspections	Includes the ability to manage multiple code sets, using those to develop customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.
Fire Bundle - Properties	Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, incidents, and previous inspections).
Fire Personnel Management	Includes tracking of Training classes, certifications, credentials, immunization records. Discounted as a part of the Fire Bundle.
Fire - Training	Daily rate
Fire - Training Travel Costs	One-time fee - covers all travel costs associated with on-site training option.
IFC 2015 - National Codeset	Complete set of IFC 2015 codes to be used within the Inspections application.
Fire Incidents NFIRS Data Import	Data migration from previous RMS platform.
Properties/Inspections Data Import	Data migration of Properties data and inspection reports into ESOs Properties and Inspections applications from a previously used RMS.
Fire Incidents CAD Integration	Allows for integration of CAD data into the FIRE application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.

Asset Management/Inventory

Product	Description
Assets-Checklist Bundle	Web-based asset management and apparatus checklist for Fire and EMS.
Asset Management and Checklist - Training and Implementation	Training and configuration to include; group admin training, agency specific web-based sessions, online training and pre-recorded end user training.

Scheduling

Product	Description
ESO Scheduling - Setup & Online Training	Webinar Training Session.
ESO Loop Closure	Online incident (event, complement, complaint, etc) investigation and resolution tracking system for EMS and Fire.
ESO Scheduling Plus	Online scheduling, messaging and detailed reporting, plus web-based time clock, attendance tracking, time off management and payroll output files.

EXHIBIT C
SUPPORT SERVICES ADDENDUM

1. DEFINITIONS. Capitalized terms not defined below shall have the same meaning as in the General Terms & Conditions.

- 1.1. "Enhancement" means a modification, addition or new release of the Software that when added to the Software, materially changes its utility, efficiency, functional capability or application.
- 1.2. "E-mail Support" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Software.
- 1.3. "Error" means an error in the Software, which significantly degrades performance of such Software as compared to ESO's then-published Documentation.
- 1.4. "Error Correction" means the use of reasonable commercial efforts to correct Errors.
- 1.5. "Fix" means the repair or replacement of object code for the Software or Documentation to remedy an Error.
- 1.6. "Initial Response" means the first contact by a Support Representative after the incident has been logged and a ticket generated. This may include an automated email response depending on when the incident is first communicated.
- 1.7. "Management Escalation" means, if the initial Workaround or Fix does not resolve the Error, notification of management that such Error(s) have been reported and of steps being taken to correct such Error(s).
- 1.8. "Severity 1 Error" means an Error which renders the Software completely inoperative (*e.g.*, a User cannot access the Software due to unscheduled downtime or an Outage).
- 1.9. "Severity 2 Error" means an Error in which Software is still operable; however, one or more significant features or functionality are unavailable (*e.g.*, a User cannot access a core component of the Software).
- 1.1. "Severity 3 Error" means any other error that does not prevent a User from accessing a significant feature of the Software (*e.g.*, User is experiencing latency in reports).
- 1.2. "Severity 4 Error" means any error related to Documentation or a Customer Enhancement request.
- 1.3. "Status Update" means if the initial Workaround or Fix cannot resolve the Error, notification of the Customer regarding the progress of the Workaround or Fix.
- 1.4. "Online Support" means information available through ESO's website (www.eso.com), including frequently asked questions and bug reporting via Live Chat.
- 1.5. "Support Representative" shall be ESO employee(s) or agent(s) designated to receive Error notifications from Customer, which Customer's Administrator has been unable to resolve.
- 1.6. "Update" means an update or revision to Software, typically for Error Correction.
- 1.7. "Upgrade" means a new version or release of Software or a particular component of Software, which improves the functionality or which adds functional capabilities to the Software and is not included in an Update. Upgrades may include Enhancements.
- 1.8. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.

2. SUPPORT SERVICES.

- 2.1. Customer will provide at least one administrative employee (the "Administrator" or "Administrators") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's Users. ESO will provide training, documentation, and materials to the Administrator to enable the Administrator to provide technical support to Customer's Users. The Administrator will notify a Support Representative of any Errors that the Administrator cannot resolve and assist ESO in information gathering.
- 2.2. ESO will provide Support Services consisting of (a) Error Correction(s); Enhancements, Updates and Upgrades that ESO, in its discretion, makes generally available to its customers without additional charge; and (c) E-mail Support, telephone support, and Online Support. ESO may use multiple forms of communication for purposes of submitting periodic status reports to Customer, including but not limited to, messages in the Software,

messages appearing upon login to the Software or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal.

- 2.3. ESO's support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the Software and with Customer's applicable configuration. Telephone support and all communications will be delivered in intelligible English.
- 2.4. Normal business hours for ESO's support desk are Monday through Friday 7:00 am to 7:00 pm CT. Customer will receive a call back from a Support Representative after-hours for a Severity 1 Error.
3. **ERROR PRIORITY LEVELS.** Customer will report all Errors to ESO via e-mail (support@eso.com) or by telephone (866-766-9471, option #3). ESO shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by ESO.
 - 3.1. **Severity 1 Error.** ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within four hours; (iii) initiate Management Escalation promptly; and (iv) provide Customer with a Status Update within four hours if ESO cannot resolve the Error within four hours.
 - 3.2. **Severity 2 Error.** ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within eight hours; (iii) initiate Management Escalation within 48 hours if unresolved; and (iv) provide Customer with a Status Update within forty-eight hours if ESO cannot resolve the Error within forty-eight hours.
 - 3.3. **Severity 3 Error.** ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within three business days; and (iii) provide Customer with a Status Update within seven calendar days if ESO cannot resolve the Error within seven calendar days.
 - 3.4. **Severity 4 Error.** ESO shall (i) provide an Initial Response within seven calendar days.
4. **CONSULTING SERVICES.** If ESO reasonably believes that a problem reported by Customer is not due to an Error in the Software, ESO will so notify Customer. At that time, Customer may request ESO to proceed with a root cause analysis at Customer's expense as set forth herein or in a separate SOW. If ESO agrees to perform the investigation on behalf of Customer, then ESO's then-current and standard consulting rates will apply for all work performed in connection with such analysis, plus reasonable related expenses incurred. For the avoidance of doubt, Consulting Services will include customized report writing by ESO on behalf of Customer.
5. **EXCLUSIONS.**
 - 5.1. ESO shall have no obligation to perform Error Corrections or otherwise provide support for: (i) Customer's repairs, maintenance or modifications to the Software (if permitted); (ii) Customer's misapplication or unauthorized use of the Software; (iii) altered or damaged Software not caused by ESO; (iv) any third-party software; (v) hardware issues; (vi) Customer's breach of the Agreement; and (vii) any other causes beyond the ESO's reasonable control.
 - 5.2. ESO shall have no liability for any changes in Customer's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix.
 - 5.3. ESO is not required to perform any Error Correction unless ESO can replicate such Error on its own software and hardware or through remote access to Customer's software and hardware.
 - 5.4. Customer is solely responsible for its selection of hardware, and ESO shall not be responsible the performance of such hardware even if ESO makes recommendations regarding the same.
6. **MISCELLANEOUS.** The parties acknowledge that from time-to-time ESO may update its support processes specifically addressed in this Exhibit and may do so by posting such updates to ESO's website or otherwise notifying Customer of such updates. Customer will accept updates to ESO's support procedures and any other terms in this Exhibit; provided however, that they do not materially decrease the level of Support Services that Customer will receive from ESO. THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A PRODUCT WARRANTY. THIS EXHIBIT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

EXHIBIT D
HIPAA BUSINESS ASSOCIATE ADDENDUM

Customer and ESO Solutions, Inc. ("Business Associate") agree that this HIPAA Business Associate Addendum is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity").

Pursuant to the Master Subscription and License Agreement (the "Agreement") into which this HIPAA Business Associate Addendum (this "Addendum") has been incorporated, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions.

1. Scope. This Addendum applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.
2. Definitions. For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").
3. Compliance with Applicable Law. The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.
4. Permissible Use and Disclosure of PHI. Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement and as required by law. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
5. Limitations on Use and Disclosure of PHI. Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.
6. Required Safeguards to Protect PHI. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.
7. Reporting to Covered Entity. Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.
8. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.
9. Agreements by Third Parties. Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.
10. Access to PHI. Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.
11. Amendment of PHI. Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.
12. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.

13. Accounting of Disclosures. Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.
14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.
15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.
16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this Addendum; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this Addendum or by operation of law or in equity.
18. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.
19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.
21. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:
 - 21.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside ESO's Software over the public Internet; and
 - 21.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to ESO's Software.
22. Third Party Rights. The terms of this Addendum do not grant any rights to any parties other than Business Associate and the Covered Entity.
23. Signatures. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, electronic or facsimile.



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Rescue Intellitech, Inc. for the purchase of a Solo Rescue Self-Contained Breathing Apparatus Decon Washer and Accessories.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/8/2020

Dept Director: Robert Isbell, Fire Chief

Cost: \$81,903.00

Indexes: General Fund

Attachments: Resolution, Quote, Form 1295

Department: Fire Department

Text of Legislative File 2020-0285

The Round Rock Fire Department started using existing self-contained breathing apparatus (SCBA) for respiratory protection and decontamination uses for COVID-19 calls during March of this year. As we looked to ways to decontaminate our SCBA, we found little resources and compliance with the manufacturer had to be met. Today one company that makes a certified decontamination washing machine for the SCBA. This is due to the intricacies of the SCBA and that it is a life sustaining piece of equipment. When used, we must hand clean our SCBA at a time use of around 30 minutes per unit. This machine will allow 2 SCBA to be cleaned in 5 minutes.

These machines will not only disinfect our units quicker, it allows us to use existing gear as personal protective equipment (PPE).

Cost: \$81,903.00

Source of Funds: General Fund

RESOLUTION NO. R-2020-0285

WHEREAS, the City of Round Rock (“City”) desires to purchase a Solo Rescue Self-Contained Breathing Apparatus Decon Washer and Accessories; 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, Rescue Intellitech, Inc. is the sole source provider of a Solo Rescue Self-Contained Breathing Apparatus Decon Washer and Accessories; and

WHEREAS, the City wishes to issue a purchase order to Rescue Intellitech, Inc. for the purchase of a Solo Rescue Self-Contained Breathing Apparatus Decon Washer and Accessories, 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 Rescue Intellitech, Inc. for the purchase of a Solo Rescue Self-Contained Breathing Apparatus Decon Washer and Accessories.

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 8th day of October, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

0112.20202; 00456072

Prepared for:



Round Rock Fire Department
Attention to Joel Mace
1991 Rawhide Drive
Round Rock, TX 78681

QUOTATION

Date: 9/4/2020

Dear Joel Mace,

Thank you for the opportunity of working with you on this project.

Solo Rescue® is a proven solution for decontaminating complete sets of SCBA, without dismantling the equipment.

The unique construction with a rotating wash basket and specially designed wash nozzles, ensures decontamination of dangerous carcinogens. Washing is done in a controlled environment, ensuring the safety of both the user and the equipment.

A safe and ergonomic product that guarantees the same result in every wash cycle.

Solo Rescue® is a vital part of a "Clean Cab Concept" for any Fire Department.

Project name: Ligonier Fire Department

	DESCRIPTION	UNIT PRICE	QUANTITY	AMOUNT
Machine Type:	Solo Rescue® - SCBA DECON WASHER® including: - Heavy Duty Basket with holder for 2 single or double SCBA - Holder for 2 large air cylinders (Jumbo Flasks) - Gear Holder for gloves and boots	\$ 19,800.00	4	\$ 79,200.00
Voltage:	3-ph 208 - 240 V / 60Hz 40A			
Accessories:	Additional Gear Holder		0	
Shipping:	Shipment of 4 Solo Rescue Machine	\$ 154.50	4	\$ 618.00
Dosing Pump	Metered Detergent Dosing Pump	\$ 243.75	4	\$ 975.00
Installation	Installation of 4 Solo Rescue Machine	\$ 277.50	4	\$ 1,110.00
Sales Tax	8.25% If applicable		0	
TOTAL NET				\$ 81,903.00



RESCUE INTELLITECH Inc.
19308 Morton Road, Suite 105
Katy, TX 77449
Phone: 832.321.3260, sales@rescue-tech.com

Payment Conditions: 30 days net
Terms of Delivery: FOB Katy, TX
Delivery Time: Standard machine 10 working days production after formal order confirmation
+ transportation time
Validity: Offer valid until 09.30.2020
Warranty: Warranty 12 Months on Parts and Labor from installation date.
Other: Unless included on the first page, cost for installation and dosing equipment is not included
in the purchase price. These services will be offered separately by an Authorized Service
Partner or Detergent Distributor.

Best regards,

Bjorn Rowland

Bjorn Rowland, VP of Sales & Marketing
346-204-3634
bjorn.rowland@rescue-tech.com

Solo Rescue® was developed in 2012 together with Rescue Services in Scandinavia,
as a vital part of the Healthy Firefighters® project. Since the introduction,
hundreds of Fire Services throughout Europe are using the solution every day.

For more information about our solution and our products, please visit;
www.solorescue.com



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Rescue Intellitech, Inc.
Katy, TX United States

Certificate Number:
2020-667053

Date Filed:
09/14/2020

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

City of Round Rock

Date Acknowledged:

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

000000

Solo Rescue SCBA Decon Washing with accessories and installation included

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 Bjorn Rowland, and my date of birth is [REDACTED].

My address is 1941 Milton Avenue, Northbrook, IL, 60062, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Cook County, State of Illinois, on the 1st day of October, 202020.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Austin Armature Works, LP for Water Treatment Plant facilities pump and motor maintenance and repair services.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/8/2020

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$2,762,500.00

Indexes: Utility Fund; Regional Wastewater Operating Fund

Attachments: Resolution, Exhibit A, Form 1295, Map

Department: Utilities and Environmental Services

Text of Legislative File 2020-0278

This award recommendation is for the Utilities & Environmental Services Department to establish a contract with Austin Armature Works LP for water and wastewater facilities pump and motor maintenance and repair services needed to support City operations.

The Invitation for Bid - Best Value solicitation was advertised in the Round Rock Leader newspaper and posted to the City of Round Rock solicitation website. A total of five vendor responses were received. It has been determined that Austin Armature Works LP offers the best value to the City; therefore, the Utilities & Environmental Services Department recommends the contract be awarded to Austin Armature Works LP for water and wastewater facilities pump and motor maintenance and repair services. These services include work, on an as-needed basis, at the City's water treatment plant, water pump stations, reuse water treatment plant, wastewater treatment plant, and wastewater lift station sites where the Utility has large pumps and motors.

An evaluation team with expertise in this area evaluated the offers and scored Austin Armature Works as the best to provide these services based on the Respondent's description of response time policy and procedure for emergency and non-emergency service calls, description of company and individual work experience, vehicle and equipment lists, and cost. This contract will be for a five-year term for a not-to-exceed amount of \$2,762,500.

Cost: \$2,762,500

Source of Funds: Utility Fund, Regional Wastewater Operating Fund

RESOLUTION NO. R-2020-0278

WHEREAS, the City of Round Rock has duly advertised for bids to purchase water treatment plant facilities pump and motor maintenance repair services, and related 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 Austin Armature Works, LP will provide goods and services at the best value for the City; and

WHEREAS, the City Council wishes to accept the bid of Austin Armature Works, 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 an Agreement for Water Treatment Plant Facilities Pump and Motor Maintenance Repair Services with Austin Armature Works, LP, 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 8th day of October, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

**CITY OF ROUND ROCK AGREEMENT FOR
WATER TREATMENT PLANT FACILITIES PUMP
AND MOTOR MAINTENANCE REPAIR SERVICES
WITH
AUSTIN ARMATURE WORKS, LP**

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 water treatment plant facilities pump and motor maintenance repair services, 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**, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the “City”), and **AUSTIN ARMATURE WORKS, LP**, a Texas limited partnership, whose office address is 496 Commercial Drive, Buda, Texas 78910 (referred to herein as the “Vendor”).

RECITALS:

WHEREAS, City desires to enter into an agreement for purchase of water treatment plant facilities pump and motor maintenance repair services; and

WHEREAS, City has issued its “Invitation for Bid” for the provision of said services; and

WHEREAS, the City has determined that the Vendor provides the best value to the City and desires to procure said goods from Vendor; and

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

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the 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 is obligated to buy specified services and Vendor is obligated to provide same. The

Agreement includes the following: (a) City's Invitation for Bid, designated Solicitation Number 20-005REBID2 dated June 2020 ("IFB"); (b) Vendor's Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

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

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

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

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

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

F. **Vendor** means Austin Armature Works, LP, its successor or assigns.

2.01 EFFECTIVE DATE, TERM

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

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

C. City 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 as outlined in the Part IV, Scope of Work, of the IFB, and the Response to IFB submitted by Vendor as described in Attachment A: Bid Sheet 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 Vendor 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 ITEMS AWARDED; AND SCOPE OF WORK

Items Awarded. All bid items in Attachment A: Bid Sheet of Exhibit "A" are awarded to Vendor.

Scope of Work: For purposes of this Agreement, City has issued documents delineating the required services (specifically IFB 20-005REBID2 dated June 2020). Vendor has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, 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 services described under the attached exhibits within the term specified in Section 2.01. Vendor's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall perform its 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. In consideration for the services to be performed by Vendor, City agrees to pay Vendor the amounts set forth in "Attachment A: Bid Sheet" of the attached Exhibit "A."

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Two Million Seven Hundred Sixty-Two Thousand Five Hundred and No/100 Dollars (\$2,762,500.00)** 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

- D. Delivery or performance dates.

7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

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

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful vendor(s) and the City. 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 is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

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

9.01 PROMPT PAYMENT POLICY

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

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

10.01 GRATUITIES AND BRIBES

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

11.01 TAXES

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

12.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

13.01 INSURANCE

Vendor shall meet all insurance requirements set forth Part II of No. 20-016 and on the City's website at:

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

14.01 CITY'S REPRESENTATIVES

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

William Kinder
Water Treatment Plant Superintendent
3400 Sunrise Road
Round Rock, Texas 78665
512-341-3134
wkinder@roundrocktexas.gov

15.01 RIGHT TO ASSURANCE

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

16.01 DEFAULT

If Vendor abandons or defaults 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.

17.01 TERMINATION AND SUSPENSION

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

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

C. Vendor has the right to terminate this Agreement only for cause, 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.

18.01 INDEMNIFICATION

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

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all 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 terms of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

20.01 ASSIGNMENT AND DELEGATION

The parties 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.

21.01 NOTICES

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

1. When delivered personally to 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:

Austin Armature Works, LP
496 Commercial Drive
Buda, TX 78910

Notice to City:

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

AND TO:

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

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

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

23.01 EXCLUSIVE AGREEMENT

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

24.01 DISPUTE RESOLUTION

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

25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any 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.

26.01 MISCELLANEOUS PROVISIONS

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

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

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

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

[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: _____

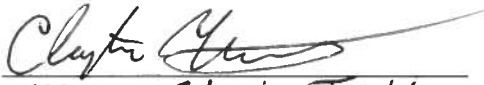
Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Austin Armature Works, LP

By:  _____
Printed Name: Clayton Tischler
Title: General Manager
Date Signed: 08-28-2020



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

INVITATION FOR BID (IFB)

**WATER TREATMENT FACILITIES PUMP AND
MOTOR MAINTENANCE AND REPAIR SERVICES**

SOLICITATION NUMBER 20-005REBID2

June 2020

Exhibit "A"

WATER TREATMENT PLANT FACILITIES PUMP AND MOTOR MAINTENANCE AND REPAIR SERVICES

PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks bids from firms experienced in the maintenance and repair of pumps and motors used in water and wastewater treatment plant facilities.
2. **BACKGROUND:** The City of Round Rock's collection and distribution water system serves the population of the City's residents. The City' operates multiple water treatment sites and facilities that treat millions of gallons of water per day. The pumps and motors that operate these facilities are crucial for treatment and collection of our system's water and wastewater; therefore, proper and timely maintenance and repair is essential to the City of Round Rock.
3. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Scope of Work	Page(s) 10-12
Attachment A – Bid Sheet	Page 13
Attachment B – Reference Sheet	Page 14
Attachment C – Subcontractor Information Form	Page 15
Attachment D – Respondent Questionnaire	Page 16
Attachment E – List of Pumps and Motors	Page 17-19
Attachment F – List of Locations	Page 20
Attachment G – Sample Work Order	Separate Attachment
Attachment H – Sample Invoice	Separate Attachment

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

Amanda Crowell
Purchasing Technician
Purchasing Division
City of Round Rock
Phone: 512-218-5458
E-mail: acrowell@roundrocktexas.gov

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

The individuals 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.

Exhibit "A"

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

EVENT	DATE
Solicitation released	June 4, 2020
Deadline for submission of questions	June 17, 2020 @ 5:00PM
City responses to questions or addendums	Approximately June 19, 2020
Deadline for submission of responses	July 1, 2020 @ 3:00 PM CST

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

Questions shall be submitted in writing to the "Authorized Purchasing Contacts." 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. 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: Amanda Crowell
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.

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

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

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

Exhibit "A"

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

- ❑ **Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation.
- ❑ **Attachment A: BID SHEET:** The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet will result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response. The Respondent is required to provide the City with their commercial company address and the site address where all or most of the work done for this contract will be completed.
- ❑ **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 C: SUBCONTRACTOR INFORMATION FORM:** Provide a completed and signed copy of the Subcontractor Information Form.
- ❑ **Attachment D: RESPONDENT QUESTIONNAIRE (for evaluation):** Complete the respondent questionnaire and attach extra sheets and supporting documents as requested.

9. BEST VALUE EVALUATION AND CRITERIA: The City reserves the right to reject any or all responses, or to accept any response(s) 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. This solicitation will be evaluated using best value criteria other than cost, the respondent must earn a minimum of 15 out of 40 points on criteria not related to cost in order to be considered for contract award.

I. EVALUATION FACTORS

Total of 100 points assessed as follows:

- i. Cost- 60 points total
- ii. Responses to Attachment D – Respondent Questionnaire– 40 points total
 - Description of response time policy and procedure for emergency and non-emergency service calls (10 points)
 - Description of company and individual work experience (20 points)
 - Vehicle and equipment list (10 points)

Respondents may be contacted for clarification of bid and/or to discuss details of the services and locations they are proposing.

Exhibit "A"

- 10. 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.
- 11. SUSPENSION OR DEBARMENT CERTIFICATION:** The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
- 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 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 Respondent agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at:
<https://www.roundrocktexas.gov/departments/purchasing/>
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>

Please note that **Items 1.3.5.2 and 1.3.5.3** of the City Insurance Requirements shall now read as follows:

Policies shall include, but not be limited to, the following minimum limits:

- A. Property Damage Insurance with minimum limits of **\$250,000.00** for each occurrence.
- B. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$100,000.00 each person, and \$300,000.00 for each occurrence, and Property Damage Minimum limits of **\$350,000.00** for each occurrence.

All remaining insurance requirements shall remain the same.

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 water treatment plant facilities pump and motor maintenance and repair services;
 - B. Have a minimum of five years of experience in the pump and motor maintenance and repair industry;
 - C. Have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City. The Respondent is required to operate out of a commercial repair facility with at a minimum an office, workshop and public parking. The City reserves the right to tour the commercial facility prior to contract award to assure it will meet City requirements.
 - D. 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;
 - E. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
3. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their bid response Attachment C: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. The Contractor shall:
 - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Contractor, with the City being named as an additional insured; and
 - C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - D. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
 - E. Provide a detailed and comprehensive list of subcontractor tasks if subcontractors will be utilized to work on pumps or motors.
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of these services;
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;

Exhibit "A"

- C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
5. **WORKFORCE:** Successful Respondent shall:
- A. Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
 - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
 - C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
- Prices for materials shall be on a cost-plus basis or percent markup over cost. The percentage of markup will be designated by the Respondent on the Bid Sheet. Invoices for work performed that required the purchase of parts shall require a copy of the Contractor's supplies receipt to be included.
7. **PRICE INCREASE:** Contract prices for Water Treatment Plant and Wastewater Treatment Facilities Pump and Motor Maintenance and Repair 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 10% 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 Contractor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
8. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractors' performance at any time during the contract term.
9. **ABANDONMENT OR DEFAULT:** A Contractor who abandons or defaults on work which causes the City to purchase goods or services elsewhere may be charged the difference in cost of goods, services or handling, if any, and may not be considered in the re-advertisement of the goods or services and may not be considered in future solicitations for the same type of work unless the scope of work is significantly changed.

Exhibit "A"

10. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
11. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
12. **PERMITS:** The Successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
13. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://www.roundrocktexas.gov/businesses/solicitations/> once City Council has approved the recommendation of award and the agreement has been executed.

Award of repair and maintenance work shall be based on Contractor price, availability, and pump model expertise.
14. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
 - A. The method to provide a smooth and orderly transition of services performed from the current contractor;
 - B. Provide City contact(s) information for implementation of agreement.
 - C. Identify specific milestones, goals and strategies to meet objectives.
15. **POINT OF CONTACT (POC) / 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 Contractor immediately should the point of contact change.
 - B. The City's designated representatives are:

Water Treatment Plant Mark Hurd System Mechanic Supervisor Utilities and Environmental Services Phone: 512-341-3155 E-mail: mhurd@roundrocktexas.gov	Wastewater Treatment Plant John Heaps Wastewater Superintendent Utilities and Environmental Services Phone: (512) 218-6637 E-Mail: jheaps@roundrocktexas.gov
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------
16. **INTERLOCAL PURCHASING AGREEMENTS**
 - A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

Exhibit "A"

PART IV
SCOPE OF WORK

1. **Introduction**: The City of Round Rock, herein after "the City" seeks proposals from firms experienced in the maintenance and repair of various pumps and motors used in water treatment plant facilities. Some of the major brands the City currently owns are US Electric, Flowserve, Liberty Pleuger sub, US Electric, Westinghouse, Gould, Peerless, Bryon Jackson, Xylem, and others. While this list is not complete, it represents the most common manufacturers included in the City's asset inventory.
2. **Background**: The City of Round Rock's collection and distribution water system serves the population of the City's residents. The City' operates multiple water treatment sites and facilities that treats millions of gallons of water per day. The pumps and motors that operate these facilities are crucial for treatment and collection of our system's water and wastewater; therefore, proper and timely repair is essential to the City of Round Rock.
3. **Service Requirements**: Services shall be performed at the following locations:
 - A. See Attachment F List of Locations.
 - B. The City reserves the right to add or remove locations and equipment to the resulting contract as they come online or are decommissioned.
4. **Contractor's Responsibilities**
 - A. The Contractor shall:
 - i. Schedule all requested maintenance in advance with the City's point of contact. Maintenance shall be performed on equipment only when requested by the City as most of the regular maintenance is performed by City personnel. Maintenance shall include but not be limited to:
 - a. Sight glass replacements
 - b. Horizontal motor alignments
 - c. High-speed coupling re-greasing
 - d. Inspecting and tightening motor lug connections
 - e. Repair or replacement of cooling lines
 - f. Amp/vibration checks on motors,
 - g. Oil or grease changes for bearings,
 - h. Packing replacement and adjustment
 - ii. Check in at administration buildings, when applicable, so the plant may prepare and communicate with other affected plant personnel.
 - iii. Maintain code-compliant first-aid kit, readily accessible to their personnel while working on City property.
 - iv. Coordinate with the Plant Superintendent or delegated contact for Lock-out/Tag-out (LOTO) of equipment.
 - v. Complete pump/motor repair and rehabilitation at the City's Water Treatment Plant (WTP), Wastewater Treatment Plant (WWTP), and additional locations as needed. Work will include, but is not limited to the following:
 - 1) Mobilize equipment and materials for job site preparation including, but not limited to:
 - a. Traffic control, if applicable
 - b. Sanitary facilities, if applicable
 - 2) Staging of equipment and supplies;
 - 3) Remove existing pump or motor and related equipment for transport to Contractor's shop;
 - 4) Repair and assembly of pumps and motors or full replacement, as approved by the City;
 - 5) Reinstall existing pump assembly and connect to motor;
 - 6) Reinstall motors correctly to fully operational condition at the correct location;

Exhibit "A"

- 7) Restore worksite to previous condition;
- 8) Furnish the City with the itemized record of repairs for each job;
- vi. Provide all labor, tools, equipment, and all incidentals required for the complete and satisfactory performance of maintenance and repair of City's pumps and motors;
- vii. Shall provide their own crane services as needed or have the means to acquire the proper lifting mechanism, to complete the install and removal process of pumps and motors.
- viii. Be responsible for all debris removal resulting from their services;
- ix. Provide quality work performed to the standards of the pump and motor repair and maintenance industry, individual manufacturer requirements, and complete satisfaction of the City;
- x. Provide original equipment manufacturer (OEM) parts when available or parts that are approved for use by the City prior to installation. The City prefers OEM parts for all repairs but in an emergency situation the Contractor is to contact the City Point of Contact to request the use of aftermarket parts. Aftermarket parts must be approved PRIOR to installation.
- xi. All pumps will require start up testing that will be overseen by the City staff to ensure proper pump function.
- xii. Perform all work in accordance with the City's plans and drawings, if provided. Any issues or discrepancies with regards to City plans shall be brought to the City's attention immediately and resolved before continuing work.
- xiii. Provide written work estimates to the City's point of contact via email for each project in advance of beginning work. The estimate shall include labor, equipment, parts, and materials required to perform repairs. Work shall not be initiated without the City's consent and a formal PO number.
- xiv. Perform service requests within the timeframes listed below:
 - Normal service requests** are requests that are necessary but will not stop normal operations.
 - Emergency service requests** are request for repairs that, if the issue is not resolved quickly, will stop normal operations.
 - 1) For normal service requests, Contractor shall be on site **within one business week** (5 working days) from initial call out. Additional time may be allowed if the City agrees with the request.
 - 2) For emergency service requests, the Contractor shall be on site **within 24 hours** to perform the required tasks, including afterhours, holidays and weekends.
- xv. Work in a support role along with Water and Wastewater personnel by providing recommendations and advice that would benefit the City concerning equipment, design, and installation.
- xvi. Conduct a root cause analysis (RCA) for as-found damage to pumps, motors, or components.
- xvii. Warranty all parts and service for a minimum of one year, unless manufacturer warranties exceed one year minimum.
- xviii. Refrain from tobacco product use while on City Property.
- xix. Work shall be considered complete by the City when the pump, motor, or components serviced are operating within normal parameters. IE: temperature, amps, volts, GPM, RPM. If the City determines that repairs made to any component do not meet normal operating parameters, the contractor will make any necessary corrections needed at no cost to the City.

B. Communication

Communication is vital to the City of Round Rock. The City requires timely communication throughout the entire job process. The City understands that lead times can vary depending on the size, manufacturer, and difficulty of the required tasks. At a minimum, the City expects the following communication:

Exhibit "A"

- i. **Work Order Estimate-** Provide City POC with a repair assessment that details the hourly rate and the replacement equipment cost-plus-percent prior to commencement of the work unless otherwise indicated by the City.
 - ii. **Work Reports-** Contractor(s) shall complete and furnish a work report for each project. A copy of each work report shall be presented with time and material used to support the cost assessment on the final invoice. Reports shall include, at a minimum, the following information:
 - 1) Location of the worksite;
 - 2) Date and time of arrival at worksite;
 - 3) Time spent for repair;
 - 4) Date and time work at location is completed;
 - 5) Part(s) ordered, hourly labor rate with quantities, and equipment rented, if necessary;
 - 6) Freight at Contractor's cost;
 - 7) A detailed description of all the completed repair work certifying the pump or motor is in working order shall be signed by the City's designated representative at the time the work is completed
 - 8) See Attachment G- Sample Work Order
5. **Documentation-** Along with estimates of all work performed the Contractor needs to be as precise as possible with all appropriate paperwork.
 - i. **Job status-** If any job requires multiple weeks of repair, the City will require a status update by phone or email on a weekly basis, the City reserves the right to call at any point in time during this period to request a status update.
 - ii. **Photographs-** The City requires photographs of all failures for audit purposes. Photographs shall be attached to all invoices.
 - iii. **Lead time estimates-** The contractor shall have the ability to meet the deadlines agreed to. If unforeseen issues arise that may conflict deadline schedules, the City is to be notified as soon as possible.
 - iv. **Invoices-** The contractor shall submit accurate and appropriate invoices to the City's point of contact for review and acceptance (See Attachment H- Sample Invoice)
 - v. **Purchase Orders-** Purchase order numbers shall be referenced by the Contractor on all invoices and documentation.
 - vi. **Delivery –** No delivery shall be made without the City's consent. Deliveries shall be scheduled in advance at least 48 hours prior to the expected receipt of product. Deliveries shall be made within plant working hours 7am- 4pm Central Standard Time. The City will not accept deliveries on City holidays or weekends unless otherwise agreed.

6. **City's Responsibilities**

The City Shall:

- i. Confirm scheduling of work to be done
- ii. Provide local vehicle parking and access to the work areas. If suitable parking cannot be furnished by the City at the plant, the Contractor shall make arrangements for off-site parking and transportation to/from the work site.
- iii. Provide access to location where service is required.
- iv. Ensure area of work is free of safety hazards.
- v. Inspect work performed to ensure compliance with the scope of work.
- vi. Provide Contractor with most current list of pumps and motors requiring service. (See Attachment F)
- vii. When available, provide Contractor with drawings as requested by the Contractor.
- viii. The City will have pumps pulled/removed before the Contractor arrives on site.

Exhibit "A"

ATTACHMENT A BID SHEET

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB 20-005REBID Water Treatment Plant Facilities Pump and Motor Maintenance and Repair 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, 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 Contractor Database. To register, go to: <https://roundrock.munisselfservice.com/Contractors/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"

1 of 1

Attachment A- Bid Sheet
Water Treatment Facilities Pump and Motor Maintenance and Repair Services
IFB 20-005REBID2

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 20-005REBID2 Water Treatment Facilities Pump and Motor Maintenance and Repair 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 herein.

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

Section I- Cost 60%					
No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Total
1	Labor Rate- Maintenance	1000	Hour	\$80.00	\$80,000.00
2	Labor Rate- Repair	5000	Hour	\$80.00	\$400,000.00
3	Labor Rate Repair- After Hours Rate	350	Hour	\$130.00	\$45,500.00
4	Emergency- Regular Hourly Rate	100	Hour	\$130.00	\$13,000.00
5	Emergency- After Hours Rate	100	Hour	\$140.00	\$14,000.00
Annual Total:					\$552,500.00

Section II- Additional Information		
This section will not be evaluated under Cost but will become part of the contract. Percent markup over cost for repair parts per brand is required for lines 7-20.		
Pump and Motor Brands	Percent Markup (%) over cost for repair parts	
7 US Electric	22%	
8 Tsurumi	22%	
9 Byron Jackson	22%	
10 Baldor Electric	22%	
11 Floway	22%	
12 Westinghouse	22%	
13 US Motor	22%	
14 Gould	22%	
15 Peerless	22%	
16 General Electric	22%	
17 Franklin Electric	22%	
18 Flowserve	22%	
19 Pleuger Sub	22%	
20 Liberty	22%	
21 Miscellaneous Parts and Materials (you may attach a separate document identifying these and the corresponding % markup)	22%	
22 Additional Brands not Listed (you may attach a separate document identifying these and the corresponding % markup)	22%	

Responses to Attachment D - 40 points total broken down as follows:
 o Response time policy and procedure to for both emergency and non-emergency service calls (10 points)
 o Company and individual work experience (10 points)
 o Comprehensive Vehicle and Equipment List (10 points)

COMPANY NAME:

Austin Armature Works

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

Steven Goss

PRINTED NAME:

Steven Goss

PHONE NUMBER:

(512)312-0088

E-MAIL ADDRESS:

stgoss@arvworks.com

Exhibit "A"

City of Round Rock
Water Treatment Facilities Pump and Motor Maintenance and Repair Services
IFB No. 20-005REBID2
Class: 936-62, 936-91
MAY 2020

ATTACHMENT B: REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: IFB 20-005REBID2

RESPONDENT'S NAME: Austin Armature Works, Lp DATE: 06/19/2020

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 San Antonio Water System (SAWS)
Name of Contact Velma Paniagua
Title of Contact Manager, Maintenance & Reliability - Lift Station O&M
E-Mail Address velma.paniagua@saws.org
Present Address 15103 Capital Port Drive
City, State, Zip Code San Antonio TX 78249
Telephone Number (210) 233-3347 Fax Number: ()
2. Company's Name City of Schertz
Name of Contact Eber Busch
Title of Contact Supervisor Water / Wastewater
E-Mail Address ebusch@schertz.com
Present Address 10 Commercial Place Bldg #2
City, State, Zip Code Schertz, TX 78154
Telephone Number (210) 619-1800 Fax Number: ()
3. Company's Name City of Taylor
Name of Contact Mark Daurity
Title of Contact Supervisor
E-Mail Address mark.daurity@taylortx.gov
Present Address 1201 N Main
City, State, Zip Code Taylor TX 76574
Telephone Number (512) 650-5296 Fax Number: ()

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

Exhibit "A"

City of Round Rock
Water Treatment Facilities Pump and Motor Maintenance and Repair Services
IFB No. 20-005REBID2
Class: 936-62, 936-91
MAY 2020

**ATTACHMENT C
SUBCONTRACTOR INFORMATION FORM
COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

SOLICITATION NUMBER: IFB 20-005REBID2

RESPONDENT'S NAME: Austin Armature Works Lp **DATE:** 06/19/2020

- **CIRCLE ONE**- NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT **NO**

YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT

YES

If yes complete the information below

- | | | | |
|----|---------------------------------------------|-------------------------------------------|-------------------------------------|
| 1. | Subcontractor Name | <u>Pump Group Inc.</u> | |
| | Name of Contact | <u>Sonny Lester</u> | |
| | E-Mail Address | <u>www.pumpgroupinc.com</u> | |
| | Address | <u>9711 Highway 62</u> | |
| | City, State, Zip Code | <u>Wolfforth TX 79382</u> | |
| | Telephone Number | <u>(888) 917-8677</u> | Fax Number: <u>(806) 866-0155</u> |
| | Describe work to be performed | | |
| | Percentage of contract work to be performed | <u>5 %</u> | |
| | | | |
| 2. | Subcontractor Name | <u>Escobedo Cranes and Equipment</u> | |
| | Name of Contact | <u>Mark Steinhagen</u> | |
| | Title of Contact | <u>Sales</u> | |
| | E-Mail Address | <u>marks@escobedocranes.com</u> | |
| | Address | <u>199 Distribution Cove</u> | |
| | City, State, Zip Code | <u>Buda TX 78610</u> | |
| | Telephone Number | <u>(512) 312-2673</u> | Fax Number: <u>(512) 312-2679</u> |
| | Describe work to be performed | <u>Provide crane services when needed</u> | |
| | Percentage of contract work to be performed | <u>5 %</u> | |

- *Add additional pages as needed*

Exhibit "A"

City of Round Rock
Water Treatment Facilities Pump and Motor Maintenance and Repair Services
IFB No. 20-005REBID2
Class: 936-62, 936-91
MAY 2020

ATTACHMENT D RESPONDENT QUESTIONNAIRE 40 Points

Name of Business:	Austin Armature Works, Lp
Physical Address of Headquarters (HQ):	496 Commercial Drive Buda TX 78610
Commercial Repair Facility Address: (if different address from HQ)	496 Commercial Drive Buda TX 78610

1. On a separate sheet of paper describe your company's policy and procedure for responding to non-emergency service requests, emergency service requests, and confirm that your company can meet City service response requirements outlined in Part IV, Item 4.A.xiv. (10 Points)
2. Confirm that your Company operates a commercial repair facility with at a minimum an office, workshop and public parking. (Circle below)

YES

NO

3. Number of full-time employees that are eligible to work on City of Round Rock projects:

Number of Employees:	42
----------------------	----

4. How many years has your company been maintaining and repairing pumps and motors for water plants?

Number of years in the commercial/municipal Pump and Motor Maintenance and Repair business:	83
---------------------------------------------------------------------------------------------	----

5. A Comprehensive List of Vehicles and Equipment (separate sheet of paper)- (10 points)

At a minimum include listing of Equipment & Vehicles Make/Model Description and Quantity

6. 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. (20 Points)

- A. Company Work Experience: Describe recent company work experience (completed in the last 3 years) for at least 2 commercial or municipal contracts for pump and motor maintenance and repair.
- B. Individual Work Experience: Include the resumes of the owner and personnel who will complete the pump and motor repair and maintenance. Include supporting documentation such as certifications, licenses, if applicable, and years of experience of pump and motor maintenance and repair.

Our History Founded in Austin, Texas by Julius F. Kramer Sr, Austin Armature Works has been providing quality electric motor/pump repair and rewinding services to Central Texas since 1936. Now in its third generation of ownership by the Kramer family. Austin Armature Works has developed different divisions of the company, including, 2 repair shops, a field service division, new pump/motor sales, engineered pump sales, and VFD/control sales.

Locations
one in Taylor, TX

Austin Armature Works maintains 2 locations in Buda, TX and

Austin Armature Works- Repair Shop
304 Commercial Drive
Buda, TX 78610

Austin Armature Works- New Sales/Application Facility
496 Commercial Drive
Buda, TX 78610

Taylor Armature Works-Repair Shop
22201 US Hwy 79
Taylor, TX 76574

Solutions Based

Austin Armature Works takes pride in being a solutions-based company. We have the capability to look at an entire system, including pump, mechanical system (valves, piping, etc.), motor, and electrical system, to determine a root cause of failure. Our pump specialists, controls specialists, and motor specialists work closely together to determine the best solution for the application. We have capabilities to develop system curves, fluid velocities through the system, and compare them to the pump curve/multi-speed curves to ensure proper operation.

Our Manufacturers

We are a direct source with many different manufacturers for pumps, motors, and controls. We work closely with them to provide our customers with correct information on lead times and build specifications. The list of manufacturers we represent grows every year. The list includes:

Pumps

Hydroflo/Taco

HCP Pumps

Barmesa Pumps

Scot Pumps

Phantom Pumps

Wilo EMU

Republic Blowers

Velocity Blowers

Gardner Denver (Centrifugal Blowers)

Weil

Motors

Teco Westinghouse

Weg

ABB/Baldor

North American

Tech Top

Leeson

Marathon

Controls/VFD's

ABB VFD's/Softstarts

Weg

Eaton

North American

Others

U.S. Seals

John Crane

Sterling Electric

Maska

Love Joy

Overly Hautz

SEW Eurodrive

We maintain a full list of suppliers and distributors that we work closely with to supply our customers with proper solutions.

Repair Facility

Our repair facility stocks many of the parts required to repair pumps and motors, including ball bearings, mechanical seals, gaskets, packing, o-rings, etc. We also stock raw materials such as bronze bearing material, pump shafting, bronze and stainless stock for wear rings, key stock, and other raw steel for manufacturing purposes. Our skilled machinists can manufacture parts as needed to help expedite a repair as required by the customer.

Capabilities

AAW Facilities

- **Lathes:** Both lathes are equipped with Digital readouts (DRO's) and are capable of threading. Each of them are equipped with proper tooling for a multitude of operations.
 1. Large lathe: capable of turning items up to 25" in diameter, up to 120" long and up to 4400 lbs. This lathe was purchased new in late 2013/early 2014
 2. Small lathe: capable of turning items up to 16" in diameter, and up to 64" in length.
 3. HAAS CNC Lathe ST-40L
- **Endmills:** Both of our endmills are equipped with DRO's.
 1. Enco Knee Milling Machine. It is equipped with a 54" table. It has a maximum longitudinal travel of 38.5 " and a cross travel of 17". Spindle speeds range from 78 rpm to 4200 rpm
 2. Bridgeport Milling machine has a Table Size of 11" x 58", Table Travel (X-Axis) 30", a Saddle Travel (Y-Axis) of 15", a Quill Travel of 5", a Knee Travel of 16", a Maximum Weight of Workpiece of 1500 Lbs., and Spindle Speeds, Infinitely Variable from 50 to 3500 RPM.
- **Motor Test Equipment:**
 1. Baker winding Analyzer: The AWA predictive maintenance solution from Baker Instrument Company offers flexibility in providing fault recognition in one instrument. The AWAIV integrates a wide range of electrical tests with the quality of a Baker. This instrument supports common electric tests in a single field portable unit including Surge, DC HiPot, Step Voltage, Continuous Ramp, Meg-ohm and Winding Resistance. This instrument complies to IEEE recommendations.
 2. Lexseco Core Loss tester: The LEXSECO Model 2025 Core Loss Tester provides a quick, efficient, and highly accurate method for determining losses found in the core of stators, rotors, and armatures. Core loss is a major cause of inefficiency in electric motors, second only to copper winding loss. The LEXSECO Core Loss Tester can determine if a motor is capable of operating at rated efficiency after rebuilding or at time of manufacture and provides the highest accuracy available today.

Exhibit "A"

CONFIDENTIAL

3. **Fluke Power Monitor:** We have intergraded a Fluke Power Monitor into electric motor test stand. It allows us to simultaneously look at voltage and current of the motor as it is test run. The meter allows us to provide our customers with a printed test run report as needed.
 4. **SKF Laser Alignment Tool:** Our laser alignment tool is capable of producing before and after reports/images of your alignments.
- **Other Equipment:**
 1. **Ovens;** We are equipped with 2 bake ovens (300 deg F or less), and one burn out oven.
 2. We have 2 sandblasters, one cabinet style blaster for smaller parts up to 100 lbs, and a large outdoor sandblaster. We stock several different types of media to suit the customers needs. We have adequate air pressure and volume to meet the demand of out media blasters.
 3. Our technicians are equipped with a multitude of hand tools to fulfill their daily functions and keep up with the demand of our customers.
 - **Welders:** We have a wide variety of welding equipment including 3 portable (gas powered) welding machines, several electric stick AC/DC shop welding machines, an industrial duty 3 phase Miller 452 wire feed welder set up for mixed gas operations (Stainless steel and mild steel welding), a wide variety of gas welding rigs, a large belt grinder for rough facing, and a multitude of other hand shop tools. Our qualified machinists are equipped with all types of measuring tools for making accurate precise measurements.
 - **Balancing Machines:** We are equipped with 2 balancing machines. Our largest machine is capable of balancing parts up to 5000 lbs, 48" in diameter and up to 10 ft in length. Our Portalyzer (a product of Dynamics Research) can be connected with either machine. The software has many preloaded options for balancing tolerances, and produces an electronic report that will be stored on our remote server for future reference.
 - **Overhead Cranes:** Our overhead crane system is rated at 10 tons (20,000 lbs) and services our entire shop work area. We are also equipped with 9 other small jib cranes ranging from 1 to 3 tons for smaller lighter lifting.
 - **Cleaning equipment:** We maintain a 2000 psi hot water pressure washer, with injectable industrial cleaners, for fast, proper, and safe cleaning of your equipment. We have a medium sized cabinet for sandblasting that is stored inside of our facility, and a larger sandblaster for cleaning larger products. Sandblast media such as walnut shells, corncobs, and fine sand can be used to prevent damage to more delicate materials. We have an outside contractor that maintains out cleaning solvents and environmentally safe parts washer.
 - **Presses:** Our largest press is capable of producing 300 tons of pressure. Our mid-sized press is 75 ton and may be operated in the vertical or horizontal position. We also have a small 20 ton vertical press.

Exhibit "A"

CONFIDENTIAL

- **Special coatings:** We are capable and experienced at applying specialized coatings on pumps, impellers, and outside housings. We stock ceramic NSF rated coating that we specifically use in pump applications (mainly for municipal water supplies). We stock 2 part epoxy paints (exterior of pump). We have available and are experienced at applying other coatings such as coal tar epoxy and 3 step marine duty epoxy an option for our customers.
- **Tooling:** Our shop is equipped with all the proper tooling to meet our customer's needs. We have available to our fully qualified mechanics not only a wide variety of hand tools, but also many specialty tools so that jobs may be completed in a safe and efficient manner. A small list of our equipment includes: inductive bearing heaters, 2 bake ovens, a burn out oven, a multitude of pullers, pneumatic tools, and a wide variety of hand tools.
- **Flow meter:** We have 2 portable flow meter to test for pump flow. Certain smaller pumps may also be tested in house for flow and head.
- **Onsite service:** We are currently operating 8 service trucks with qualified technicians. Two of these trucks are outfitted with 7200# capacity cranes, welding machines, compressors, and a full set of hand tools. Our newest service truck is an F750 outfitted with a 12000# crane, welding machine, air compressor, and a full set of hand tools.
- **Pick up/Deliveries:** We have multiple qualified drivers and delivery trucks. Our largest truck is a class B bobtail truck (Peterbuilt), capable of hauling 40,000 lbs and is equipped with a 28 ft bed. We have several smaller trucks for transporting smaller equipment.

Approach Plan

A. Staffing Plan

- All calls for needed service may be initiated through our office. Our automated phone system will automatically transfer callers over to the correct department (shop repair/sales or service). Our management staff are equipped with company maintained mobile phones. Our team of mechanics, winders, machinists, electricians, and application specialists is committed to the 24/7 support of our customers.
- Our sales staff and managers may also be contacted directly. Our management staff is available 24 hrs a day, to answer questions and schedule emergency services. We have several different staff members with company owned cell phones and company vehicles that can perform these tasks.
- In addition to our shop in Buda, we have a second location in Taylor (Taylor Armature Works). We can transfer work between the 2 locations to meet our customer's needs. Taylor Armature Works has similar repair capabilities to Austin Armature Works.
- We currently have 18 shop employees at Austin Armature Works, 5 shop employees at Taylor Armature Works, and 10 Field service employees at Austin Armature Works. This does not include our management staff, sales staff, application specialist or office support.
- We have a comprehensive list of vendors that support us as a major industrial and municipal repair facility in the area. These vendors know the importance of keeping our customer's equipment in operation.

B. Process

- The initial call for unscheduled service work can be initiated through your area sales manager, our field service manager, our office, our general manager, or one of the owners. Upon initial contact we gather as much information from our customer as possible, such as; location of the site, type of equipment (pump, motor, VFD, control panel, etc.), the urgency of the service needed, and any history on the equipment. We will then determine the most qualified technician(s) to send for proper evaluation. The technician will be dispatched to the site.
- The technician (along with the customer and our staff) will diagnose the failure and determine the best method to complete the repair. ***Some equipment will have to be brought into our shop for further evaluation***
- A cost for the repair of the equipment will be quoted to the City, along with equipment TIR and other needed documentation. Estimated lead time for the repair will be listed in the repair quote. We will do our best to give as accurate of information as possible on the lead time of your repair. If there are options for expediting, we will list these at the city's request.

- Upon acceptance of the quote, AAW will order parts and begin the repair. Our management staff will evaluate each repair and assign the repair duties to the most qualified personnel.
- The staff of AAW will do everything within our power to ensure the on-time delivery of the equipment, but if there are any delays in the repair process the customer will be notified immediately.
- Any changes that need to be made to the order can be done verbally or in writing. AAW will make any changes needed to meet the requirements of the customer. Agreed pricing per the pricing schedule will apply for the materials and labor in the project.
- Upon completion of the repair reports generated by our shop staff will be prepared and bound by our sales staff. The customer will be contacted to schedule the delivery and installation of the equipment as necessary.
- After the equipment has been delivered or installed and invoice for the agreed repair amount and will be sent to the city.

C. Emergency

- With an emergency call out, our on-call personnel has one hour to respond to the customer's emergency via phone.
- Once we receive an emergency call, our on-call personnel will try to get as much information from our customer as possible, such as; location of the site, type of equipment (pump, motor, VFD, control panel, etc.), the issues or the service needed. We will then determine if other qualified technician(s) are needed to send for proper evaluation. Then the on-call employee(s) head to the site.
- Once services are completed, a job report will be done describing what the issues were and what was done to resolve the problem/emergency.

Repair Technical Plan/Shop

Task 1 – Properly identify pump/motor to be bid. Our work process begins prior to ever receiving the equipment in our facility. A thorough search of the job to be bid is conducted in our system to verify if we have ever serviced the same pump before. If not, any and all available information is gathered from the manufacturer to insure the bid we submit is as accurate as possible. On larger jobs, the customer will usually be contacted prior to submitting to verify the scope of work, time frame required, and point out any potential or accidental omissions in the scope of work.

Task 2- Coordinate Transportation. While this step seems simple, we have found that coordinating a specific time with the customer to be of crucial importance to insuring efficient use of our time and the customers' time – especially with larger equipment. For this purpose, our inside sales staff is responsible for insuring our driver is at the correct location at the specified time and date. We have also installed GPS tracking units in all of our field service and delivery trucks. We also utilize our custom job system to generate pick-up slips for any orders that originate prior to our vehicles leaving our facility.

Task 3- Booking. Immediately after unloading, the job is booked into our job system. A unique ID number is generated by the system, which is permanently stamped into the pump housing. At this time, any accessories that may have been on the pump, such as pulleys, couplings, or RTD's. We will also note any additional details, such as paint color, missing or extra lifting provisions, etc... Any specific instructions given to the driver will also be noted in the system at this time, and later verified by the salesperson. Pictures will be taken of the pump prior to being disassembled. Those pictures are downloaded to an off premises server.

Task 4- Initial Assessment. Prior to disassembly, we will sanitize and decontaminate the pump. High pressure hot water and bleach are used in this process.

Task 5- Assignment of job. The equipment is sent to the appropriate department and assigned to the correct employee based on work load, experience, and specific area of expertise. If the job is a Rush or Emergency repair, steps will be taken to line out sufficient manpower to progress the job to the next process point.

Task 6- Disassemble and Inspect. The job is disassembled, and a root-cause failure analysis is performed. After any notes relating to the probable cause of failure are entered into the system, all parts are cleaned for inspection and measured. Bearing shaft journals and housings are measured and recorded. Rotating assembly, wear rings, and other critical fits are checked for visible signs of contact. Shafts are checked for run out, impeller is inspected for signs of wear and cavitation. All information gathered is entered into our **Pump Inspection**

Report template and saved to the job. Vendors are contacted for pricing and availability on parts. A quote for the repair will be assembled and delivered to the customer.

Task 7 - Notice to Proceed. A pre-repair meeting will take place between the shop manager and all employees assigned to the project. The repair specifications provided by the customer will be reviewed with the employees, and specific duties and responsibilities will be assigned to insure a coordinated effort that meets each of the repair specifications. Any required deviation from the specifications will be cleared by a the customer prior to performance. At this point, parts are ordered. OEM parts are used whenever possible. However, in the event of unacceptable pricing or availability, comparable aftermarket parts might be used. UNDER NO CIRCUMSTANCES WILL AUSTIN ARMATURE WORKS USE SUB-STANDARD OR GREY MARKET PARTS. ONLY NAMEBRAND BEARINGS, SUCH AS SKF, KOYO, TIMKEN, FAG OR RENK WILL BE USED. ONLY NAMEBRAND SEALS SUCH AS U.S.SEALS, BERLISS AND QUANTUM."

Task 8 – Reassemble. The pump is completely reassembled, and tolerances measured. Pump will be painted. Notes from the booking process are compared to insure that the pump is configured exactly as when it arrived.

Task 9 – Test. Flanges will be bolted on to the pump (when permitted) and the pump will be pressure tested. If any leaks are detected, repairs will be made and pump will be retested.

Task 10 – Delivery. A delivery time is arranged with the customer to insure that the pump is delivered to the customer at an agreed upon time, and at the customers' convenience.

WORK EXPERIENCE

Austin Armature works maintains several municipal contracts similar to the contract being offered by the City of Round Rock.

- 1) City of Temple: We were awarded a contract with the City of Temple in 2018. The city has used all of our services including:

- a. Redesign of pumping systems
- b. The design and addition of VFD's to their existing pumping system
- c. Pump/motor repair services
- d. Field services
- e. New replacement equipment

This contract is an annual contract that can be renewed for up to 5 years without rebid. In June of 2020, Austin Armature Works and the City of Temple agreed to renew the contract for an additional year.

- 2) SAWS (San Antonio Water System): We were awarded the submersible contract with SAWS in 2015, and currently still maintain the contract. The services we have provided under this contract include:

- a. Rewind, recondition, and repair of submersible pumps
- b. Replacement of pumps with new
- c. Design services to upgrade pumping capabilities
- d. Rush repair services

- 3) We currently have 3 contracts with CPS Energy (City Public Service, City of San Antonio), including:

- a. Small motor repair and replacement contract (100 HP and Below)
Contract awarded in 2016-present date
- b. Replacement Pump Contract
Contract Awarded in 2019
- c. Pump Repair contract
Contract awarded in 2020

- 4) City of Schertz: Pump and motor repair services
Contract awarded 2016-present

- 5) Austin Energy (City of Austin), Electric Motor repair/replacement services
Awarded 2014-Present

Professional License List

Texas Electrical Contracting License TDLR# 22954

Clayton Tischler Master Electrician (General Manager) TDLR#190999

Jeremy Garcia Journey Electrician (Field Supervisor) TDLR# 40992

Multiple other Journey and Apprentice Electricians

Professional and Manufacturing Certifications

EASA (Electrical Apparatus Service Association) repair Facility

Authorized Warranty Facility for TECO Westinghouse, WEG, Toshiba, Leeson, Nidec (US), GE, and Baldor (ABB) motors.

Authorized Service Center For Wilo Pumps, Scott Pumps, HCP Pumps, Hydroflo Pumps

Authorized Service Center for ABB, TECO Westinghouse, and Eaton Variable Frequency Drives.

Factory Authorized VFD Commissioning for ABB, EATON, TECO, Square D, and Siemens VFDs

CONFIDENTIAL

Safety Plan

AUSTIN ARMATURE WORKS, LP SAFETY PLAN DISCRIPTION Austin Armature Works (AAW) takes pride in its most valued assets, its employees. To protect its employees we have a very detailed safety plan in place. AAW also has an employee who is charged with making sure the safety plan is followed. AAW's plan consists of mandatory safety meetings, training agendas and documentation for training records. AAW also conducts yearly MSHA training for the employees that are exposed to mine sites. Attached is the Table of Contents for our safety manual. If a full copy is needed one will be sent to the customer

AUSTIN ARMATURE WORKS, LP

The AUSTIN ARMATURE WORKS, LP safety manual should be available to all AUSTIN ARMATURE WORKS, LP personnel at all times. It is a reference for employees to use during all AUSTIN ARMATURE WORKS, LP operations. It should be distributed to all AUSTIN ARMATURE WORKS, LP offices, job sites & other locations where employees are working.

CONFIDENTIAL

*Safety
Manual*

Table of Contents

POLICY STATEMENT ON SAFETY	3
DUTIES AND RESPONSIBILITIES.....	4
ABRASIVE BLASTING	6
AERIAL LIFTS	14
ASSURED EQUIPMENT GROUNDING	16
BEHAVIOR BASED SAFETY- BBS.....	18
BLOODBORNE PATHOGENS.....	24
COMPRESSED GAS CYLINDERS.....	29
CONFINED SPACES PROGRAM.....	32
CRANES	44
DISCIPLINARY PROGRAM	77
DRIVING SAFETY	81
DRUG AND ALCOHOL POLICY	84
EMERGENCY ACTION PLAN.....	93
FALL PROTECTION PROGRAM.....	110
FIRE PROTECTION/ EXTINGUISHERS	119
FIRST AID & CPR.....	122
FORKLIFT PROGRAM	124
GENERAL SAFETY & HEALTH PROVISIONS	129
HAND AND POWER TOOLS PROGRAM	133
HAZARD IDENTIFICATION AND RISK ASSESSMENT	139
HAZCOM (GHS ALIGNED) PROGRAM.....	142
HEXAVALENT CHROMIUM AND CADMIUM SAFETY	149
INCIDENT INVESTIGATION AND REPORTING	155
LADDER SAFETY	161
LOCKOUT TAGOUT PROGRAM.....	165
MANUAL LIFTING.....	171
MOBILE EQUIPMENT	176
NFPA 70E	179
NOISE EXPOSURE & HEARING CONSERVATION	187
PPE PROGRAM.....	191
PROCESS SAFETY MANAGEMENT	197
REPIRATORY PROTECTION PROGRAM	199
RIGGING, MATERIAL HANDLING PROGRAM.....	213
STOP WORK AUTHORITY PROGRAM	215
TRENCHING, SHORING & EXCAVATION PROGRAM	216
WELDING, CUTTING & HOTWORK	224
MINING SURFACE COAL SUPPLEMENTAL PROGRAM	232
MINING SURFACE- METAL NON-METAL ACCIDENT REPORTING	259
MINING SURFACE- METAL NON-METAL ELECTRICAL SAFETY.....	263
MINING SURFACE- METAL NON-METAL FALL PROTECTION	268
MINING SURFACE- METAL NON-METAL GENERAL SAFETY	277

MINING SURFACE- METAL NON-METAL HAZARD COMMUNICATION.....	281
MINING SURFACE- METAL NON-METAL NOISE EXPOSURE	287
MINING SURFACE- METAL NON-METAL PPE	291
MINING SURFACE- METAL NON-METAL WELDING AND CUTTING	296
MINING UNDERGROUND COAL SUPPLEMENTAL PROGRAM	304

CONFIDENTIAL

Attachment E **List of Pumps and Motors**

Location	Equip. Identifier	Equip. Description	Serial Number	Year installed	Repaired or Replaced	How many times
Bay Hill Lift	P1	Hydromatic 7.5 HP 150 GPM	S4M750M2-4			
Bay Hill Lift	P2	Hydromatic 7.5 HP 150 GPM	S4M750M2-4			
Bluff Lift Station	P1	Hydromatic 2HP 40 GPM	HPG-200M2-2			
Bluff Lift Station	P2	Hydromatic 2HP 40 GPM	HPG-200M2-2			
Carnousty	P1	Hydromatic 40HP 250 GPM	S4LX4000FC			
Carnousty	P2	Hydromatic 40HP 250 GPM	S4LX4000FC			
FC Golf Course	P1	Hydromatic 40 HP 110 GPM				
FC Golf Course	P2	Hydromatic 40 HP 110 GPM				
Forest Creek	P1	Hydromatic 30HP 500GPM	S4L3000M4-4	2018		
Forest Creek	P2	Hydromatic 30HP 500GPM	S4L3000M4-4	2018		
Hilton Head	P1	Hydromatic 50 HP 700 GPM	S4B5000M4-4			
Hilton Head	P2	Hydromatic 50 HP 700 GPM	S4B5000M4-4			
HS	P2	Byron Jackson 2100gpm	Unavailable	1982		
HS	P3	Byron Jackson 2100gpm	816-S-0743	1982	Repaired - 2016	1
HS	P4	Byron Jackson 2100gpm	861-H-0731	1989		
HS	P5	Byron Jackson 4200gpm	361 H 0732	1989		
HS	P6	Byron Jackson 4200gpm	931R1291	1994		
HS	P7	Floway Pump	22739.5.1	1997		
HS	P8	Floway Pumps	37581.1.1	2000		
HS	P9	Floway Pumps	37581.1.2	2000		
HS	P10	Flowserve Pump	0309ms002520.1	2005?		
HS	P11	Flowserve Pumps	0903ms004797.1	2009		
HS	M8	General Electric Motor 500Hp	ORG071006	2000		
HS	M9	General Electric Motor 500Hp	ORG071006	2000		
HS	M1	US Electric 200HP	R-6349-07-248	1982		
HS	M2	US Electric 200HP	C6377-369	1982		
HS	M3	US Electric 200HP	R-6349-07-240	1982		
HS	M4	US Electric 200HP	GT1011396-NO7	1989		
HS	M5	US Electric 400HP	G78110 X03W3400103 R1	1989		
HS	M6	US Electric 400HP	N09N1290371C-01	1994		
HS	M7	US Electric 450Hp	A0221660706R-1	1997		
HS	M10	US Electric Motor 500Hp	G0902149761.100R	2005?		
HS	M11	US Electric Motor 500Hp	P0320081420.001 R0001	2009		
HS	P1	Byron Jackson 2100gpm	816-S-0741	1982	Repaired - 2019	1
Lake Creek	W3P	Flowserve	1105XGT75840	2014	Repaired 8/2018	1
Lake Creek	W4P	Flowserve	0209NG017510-1	Sep-02	Repaired 6/2017	
Lake Creek	W3M	Franklin Electric Model 23960485521	Unavailable	2014		
Lake Creek	P1	Peerless Model 12HD 2000Gpm	N/A	2003		
Lake Creek	P2	Peerless Model 12HD 2000Gpm	N/A	2003	Repaired 2018	
Lake Creek	P3	Peerless Model 12HD 2000Gpm	N/A	2003		
Lake Creek	P4	Peerless Model 12HD 2000Gpm	N/A	2003		
Lake Creek	P5	Peerless Model 12HD 2000Gpm	N/A	2003		
Lake Creek	P6	Peerless Model 12HD 2000Gpm	N/A	2003		

Attachment E **List of Pumps and Motors**

Lake Creek	W1P	Unavailable	Unavailable			
Lake Creek	Spare	US Electric 200Hp	H0200P2SLG	2019		
Lake Creek	W1M	Us Electric 100Hp	R-9981-01-206			
Lake Creek	M1	US Electric 200HP	FO4-01036005-6T-01	2003	Repaired	1
Lake Creek	M2	US Electric 200HP	FO4-01036730-6T-01	2003		
Lake Creek	M3	US Electric 200HP	FO4-010360005-6T-03	2003	Repaired	1
Lake Creek	M4	US Electric 200HP	R-6349-07-240	2003		
Lake Creek	M5	US Electric 200HP	FO4-01036005-6T-02	2003	Repaired	1
Lake Creek	M6	US Electric 200HP	FO4-01036730-6T-03	2003		
Lake Creek	W4M	US Electric 200Hp	P-01-7332204-0006-R-00-05	?		
McNutt	P1	Fairbanks 125 HP 3875 GPM	5435MV			
McNutt	P2	Fairbanks 125 HP 3875 GPM	5435MV			
Oak Bluff	P1	Hydromatic 15HP 350GPM	S4L3000M4-4			
Oak Bluff	P2	Hydromatic 15HP 350GPM	S4L3000M4-4			
Recycle Center	P1	Liberty				
Recycle Center	P2	Liberty				
Reuse	P1	Flowsolve 14ENL-5	1110NSH01384-3	2011		
Reuse	P2	Flowsolve 14ENL-5	1110NSH0138-4-2	2011		
Reuse	P3	Flowsolve 14ENL-5	1110NSH01384-2	2011		
Reuse	TP2	Flowsolve Model 16ENL 2200 GPM	1110NSH01386-2	2011		
Reuse	TP1	Flowsolve Model 16ENL 2200GPM	1110NSH01386-1	2011		
Reuse	Influent P1	Tsurumi 200B411-62 15Hp	Unavailable	2014		
Reuse	Influent P2	Tsurumi 200B411-62 15Hp	Unavailable			
Reuse	M1	US Electric Motor 250Hp	S1020110601-001-R0002	2011		
Reuse	M2	US Electric Motor 250Hp	S1020110601-001-R0003	2011		
Reuse	M3	US Electric Motor 250Hp	S1020110601-001-R0001	2011		
Reuse	TM1	US Electric Motor 30Hp	S10 20110602-0001 R 0001	2011		
Reuse	TM2	US Electric Motor 30Hp	S10 20110602-0001 R 0002	2011		
S.E Booster	P1	Byron Jackson 3000Gpm	861-H-0752	2018		
S.E Booster	P2	Byron Jackson 3000Gpm	861-H-0751	2018		
S.E Booster	P3	Byron Jackson 3000Gpm	P05N3560159C-01	2018		
S.E Booster	M1	Us Motor Verticle 300Hp	P05N3560159C-03	2018		
S.E Booster	M2	Us Motor Verticle 300Hp	P05N3560159C-02	2018		
S.E Booster	M3	Us Motor Verticle 300Hp	P05N3560159C-01	2018		
S.E Elevated	P1	Gould Model 3410 (1200gpm)	E10H64BWGL041	Jul-17		
S.E Elevated	P2	Gould Model 3410 (1200gpm)	237C255-2	Jul-17		
S.E Elevated	P3	Gould Model 3410 (1200gpm)	237C255-1	Jul-17		
S.E Elevated	M2	US Motor 40Hp Model R300A	C011032061-002R-2	Jul-17	Yes	2
S.E Elevated	M3	Westinghouse DHP0406 40Hp	GK7975150003	Jul-17		
S.E Elevated	M1	Westinghouse DHP0406 40Hp	JT7089555001	Jul-17		
Stone Oak	P1	Gould Pump 750 GPM	13242M-1	2005	No	0
Stone Oak	P2	Gould Pump 750 GPM	13242M-2	2005	No	0
Stone Oak	P3	Gould Pump 750 GPM	13242M-3	2005	No	0
Stone Oak	M2	Horizontal Baldor Elec. Motor 50HP	Z0503100114	2005	No	0
Stone Oak	M3	Horizontal Baldor Elec. Motor 50HP	Z0503100109	2005	No	0

Attachment E
List of Pumps and Motors

Stone Oak	M1	Horizontal Baldor Elec. Motor 50HP	Z050210188	2005	No	0
Stone Oak	P1	Hydromatic 234 HP 480 GPM	S4MVX1500JC			
Stone Oak	P2	Hydromatic 234 HP 480 GPM	S4MVX1500JC			
Trevino Court	P1	Hydromatic 20 HP 350 GPM	S4K2000M4-4			
Trevino Court	P2	Hydromatic 20 HP 350 GPM	S4K2000M4-4			

Exhibit "A"

**IFB20-005REBID2
Attachment F
List of Locations**

Location	Address
High Service	5200 N IH 35
Lake Creek	300 S Burnet
South 81	2323 S Mays
McNutt LS	3939 HWY 79
S.E. Pump	2399 Sycamore Trail
S.E. Elevated	2511 Double Creek Rd
Stone Oak Standpipe	4300 Stone Oak
Settlers Crossing LS	1296 CR 117
Oakbluff LS	#2 Meandering Way
Forest Creek LS	3825 Forest Creek Blvd
Trevino Court LS	3820 Trevino Court
Bluff LS	600 Lee St
RR West LS	500 Round Rock West
Hilton Head LS	2119 Hilton Head
Stone Oak LS	10999 Wyoming Springs
Bayhill LS	3222 Bayhill Lane
Carnousty LS	3621 Carnousty Cove
Reuse Facility	3939 HWY 79
Reuse Elevated	4620 College Park Dr
Water Treatment Plant	5200 North IH 35
East Waste Water Treatment Plant	3939 East Palm Valley Blvd
West Water Treatment Plant	1116 East Austin Ave
Oak Bluff	#2 Meandering Way
Forest Creek	3825 Forest Creek Blvd
Trevino Court	3820 Trevino Court
Bluff Lift Station	600 Lee St.
Hilton Head	2119 Hilton Head Dr
Bay Hill Lift	3222 Bay Hill Lane
Carnousty	3621 Carnousty Cove
Stone Oak	10999 Wyoming Springs
McNutt	3939 Hwy 79
FC Golf Course	Forest Creek Clubhouse
Recycle Center	

Exhibit "A"



ADDENDUM
CITY OF ROUND ROCK, TEXAS

Solicitation: 20-005REBID2

Addendum No: 1

Date of Addendum: 6/19/2020

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

I. Questions: " " " " " " " "

Q1. Can you tell us who is the current vendor of contract?

A.1. There is currently no vendor under contract for these services with the City of Round Rock.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

A handwritten signature in blue ink, appearing to read "Amanda Crowell".

Amanda Crowell, Purchaser
Purchasing Office, 512-218-5458

6/19/2020

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

ACKNOWLEDGED BY:

Steven Goss

Name

A handwritten signature in blue ink, appearing to read "Steven Goss".

Authorized Signature

06/30/2020

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

Austin Armature Works, LP
Buda, TX United States

Certificate Number:
2020-662170

Date Filed:
08/28/2020

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.

000000
Water Treatment Facilities Pump and Motor Maintenance and Repair Services

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

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

My name is Clayton Tischler, and my date of birth is .

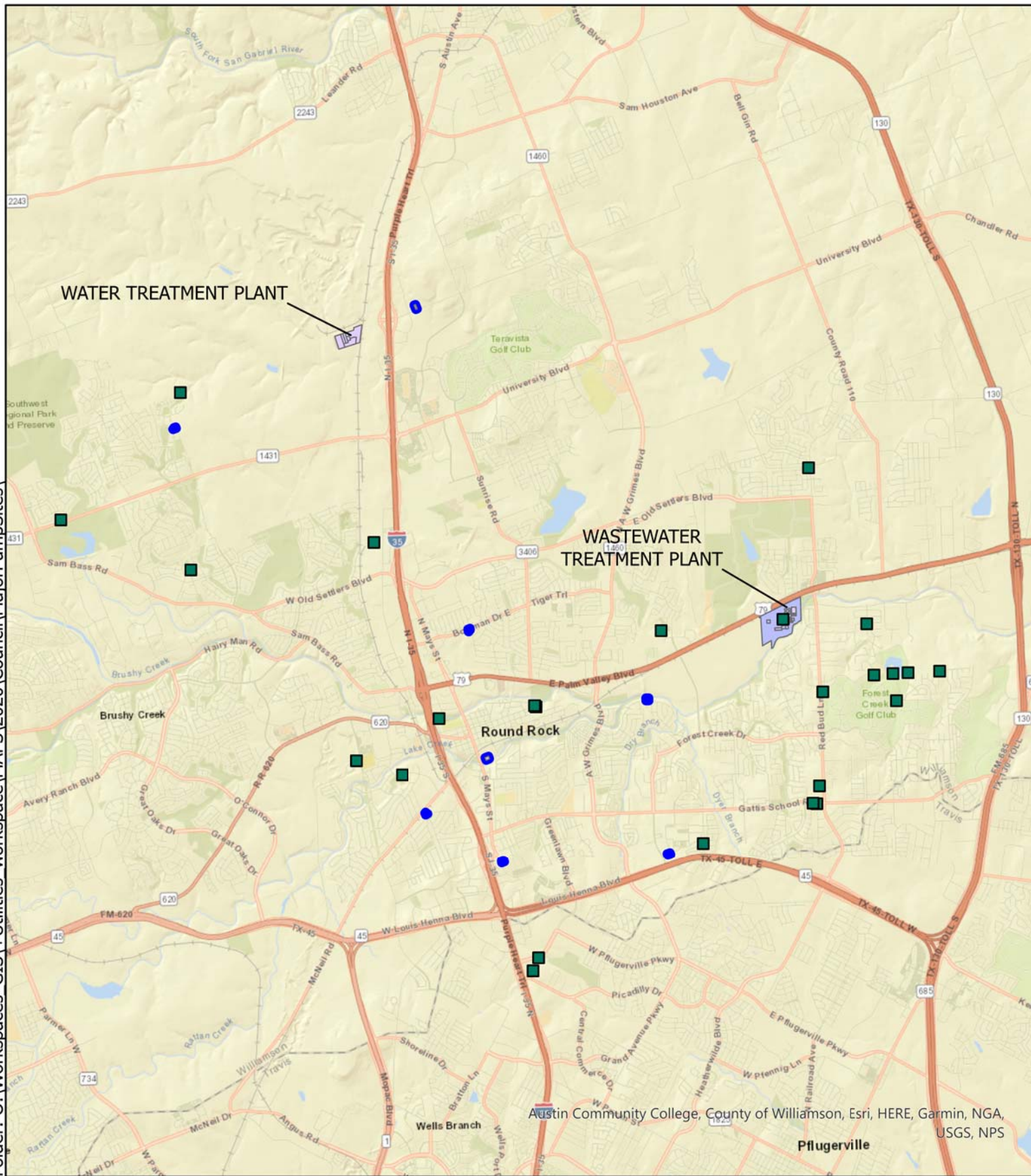
My address is 617 Rebecca Lane, Bastrop, TX, 78602, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Hays County, State of Texas, on the 28 day of August, 2020.
(month) (year)

Clayton Tischler

Signature of authorized agent of contracting business entity
(Declarant)



Current Time: 9/21/2020 4:51 PM



■ LIFT_STATIONS
● BOOSTER SITES



CITY OF ROUND ROCK MAJOR PUMP SITES





City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution authorizing the Mayor to execute a Contract with Control Panels USA, Inc. for the Communications and Water Treatment Plant Control Improvements Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/8/2020

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$2,495,359.00

Indexes: Self-Financed Water Construction; Self-Financed Wastewater Construction

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

Department: Utilities and Environmental Services

Text of Legislative File 2020-0279

The Communications and Water Plant Control System Improvements project will involve updating communication infrastructure in Round Rock's water treatment plant (WTP), reuse water distribution system, water distribution system and wastewater collection system.

Due to the rapid advancement of technology, the electronic control system infrastructure associated with Round Rock's WTP has either become outdated, reached its design life, or is no longer supported by the manufacturer. This project will reorganize, consolidate controls, upgrade the hardware, and network components to current industry standards. Updating the WTP's hardware also provides the opportunity to switch the WTP's operating platform to match the operating platform currently being installed at the Brushy Creek East Regional Wastewater Treatment Plant. Updating the hardware and using the same operating platform and programming architecture across the entire water and wastewater system provides for operational efficiency and a more maintainable system.

Additionally, this project will update the current field communication network to a modern cellular network. Doing this will allow for increased reliability in the system, the ability to transmit more information and increased ease in adding additional monitoring to the system.

The Utilities & Environmental Services Department opened five bids on September 3 ,2020.

Bidder	Total Base Bid
Soap Engineering, LLC	\$1,323,025
Control Panels USC Inc.	\$2,495,359
Prime Controls. L.P.	\$2,967,859
Walker Engineering	\$4,899,000
Commerce Controls	\$2,981,172

SOAP Engineering was the apparent low bidder with a bid 45% lower than the engineer's estimate of \$2,400,000. After meeting with SOAP Engineering and discussing the project, SOAP Engineering realized an error on their initial bid. SOAP Engineering formally requested that their bid be retracted on September 18, 2020.

After further evaluation, the Utilities & Environmental Services Department and the design engineer, Plummer Associates, recommend entering an agreement with the second lowest bidder, Control Panels USA Inc. for \$2,495,359.

Cost: \$2,495,359

Source of Funds: Self-Financed Water Construction, Self-Financed Wastewater Construction

RESOLUTION NO. R-2020-0279

WHEREAS, the City of Round Rock has duly advertised for bids for the Communications and Water Treatment Plant Control Improvements Project; and

WHEREAS, Control Panels USA, Inc. has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Control Panels USA, Inc., Now
Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with Control Panels USA, Inc. for the Communications and Water Treatment Plant Control 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 8th day of October, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor
DATE: September 11, 2020

BID TABULATION

PROJECT: Communications & Water Treatment Plant Control System Improvements

LOCATION: Bob Bennett Building				Company Name:		Prime Controls, LP	Control Panels USA Inc.	Soap Engineering LLC	Commerce Controls Inc		
BID DATE: 9/10/2020						Statement of Safety? Yes	Statement of Safety? Yes	Statement of Safety? Yes	Statement of Safety? Yes		
						Addendum(s)? Yes	Addendum(s)? Yes	Addendum(s)? Yes	Addendum(s)? Yes		
						Bid Bond? Yes	Bid Bond? Yes	Bid Bond? Yes	Bid Bond? Yes		
ITEM #		APPROX QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Allowance for Mobilization, a maximum of 2.5% of the contract amount	1	LS	\$20,000.00	\$20,000.00	\$60,000.00	\$60,000.00	\$25,321.00	\$25,321.00	\$72,500.00	\$72,500.00
2	Allowance for Demobilization, a maximum of 2.5% of the Contract Amount	1	LS	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$31,651.00	\$31,651.00	\$72,500.00	\$72,500.00
3	For providing Project Operations and Maintenance (O&M) Manuals for the overall Project, no partial payment of this item until all O&Ms have been submitted and approved	1	LS	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00	\$35,700.00	\$35,700.00	\$19,305.00	\$19,305.00
4	Furnish and install all materials and labor for all modifications to lift stations, PRVs Raw Water and Booster Pumps Stations, and Elevated Tanks	1	LS	\$235,000.00	\$235,000.00	\$322,000.00	\$322,000.00	\$150,239.00	\$150,239.00	\$216,400.00	\$216,400.00
5	Furnish and configuration for Pressure Monitoring Recording and Communications complete with controls and accessories as specified in Section 40 68 49 of the specifications	1	LS	\$39,209.00	\$39,209.00	\$39,209.00	\$39,209.00	\$39,209.00	\$39,209.00	\$39,209.00	\$39,209.00
6	Furnish and install all materials and labor for flocculator VFD replacement, high service pump modifications and submersible pump modifications	1	LS	\$1,130,000.00	\$1,130,000.00	\$330,000.00	\$330,000.00	\$126,153.00	\$126,153.00	\$414,875.00	\$414,875.00
7	Furnish and install all materials for PLC replacement/additions and control system panels	1	LS	\$830,000.00	\$830,000.00	\$295,000.00	\$295,000.00	\$322,256.00	\$322,256.00	\$728,897.00	\$728,897.00

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor
DATE: September 11, 2020

BID TABULATION

PROJECT: Communications & Water Treatment Plant Control System Improvements

8	Furnish and install all materials and labor for computer system hardware and ancillaries	1	LS	\$55,000.00	\$55,000.00	\$69,000.00	\$69,000.00	\$114,984.00	\$114,984.00	\$53,755.00	\$53,755.00
9	Furnish and install all materials and labor for control system network equipment, fiber optic cable, and CAT6 cables	1	LS	\$141,000.00	\$141,000.00	\$165,000.00	\$165,000.00	\$68,456.00	\$68,456.00	\$28,031.00	\$28,031.00
10	Furnish and install all material and labor for control system software	1	LS	\$86,000.00	\$86,000.00	\$57,000.00	\$57,000.00	\$3,503.00	\$3,503.00	\$59,391.00	\$59,391.00
11	Furnish all labor for control system configuration as specified	1	LS	\$240,000.00	\$240,000.00	\$58,000.00	\$58,000.00	\$21,420.00	\$21,420.00	\$40,280.00	\$40,280.00
12	Furnish all labor and material for Pump Management and Pump Optimization for the WTP High Service Pumps 1-11, complete with controls and accessories as specified in Section 40 68 46 of the specifications	1	LS	\$57,150.00	\$57,150.00	\$57,150.00	\$57,150.00	\$57,150.00	\$57,150.00	\$57,150.00	\$57,150.00
13	Furnish all labor and material for level measurement instrumentation	1	LS	\$32,000.00	\$32,000.00	\$23,000.00	\$23,000.00	\$13,784.00	\$13,784.00	\$17,685.00	\$17,685.00
14	Furnish all labor and material for testing, comissioning and training	1	LS	\$85,000.00	\$85,000.00	\$61,000.00	\$61,000.00	\$72,870.00	\$72,870.00	\$161,294.00	\$161,294.00
15	Furnish all labor and material for miscellaneous items not included in bid items above	1	LS	\$0.00	\$0.00	\$950,000.00	\$950,000.00	\$240,330.00	\$240,330.00	\$999,900.00	\$999,900.00
TOTAL				\$2,967,859.00		\$2,495,359.00		\$1,323,026.00		\$2,981,172.00	

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

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor
DATE: September 11, 2020

BID TABULATION

PROJECT: Communications & Water Treatment Plant Control System Improvements

PROJECT: Communications & Water Treatment Plant Control System Improvements

LOCATION: Bob Bennett Building		Company Name:		Walker Engineering							
BID DATE:		9/10/2020		Statement of Safety? Yes							
				Addendum(s)? Yes							
				Bid Bond? Yes							
ITEM #		APPROX QTY.	UNIT	UNIT PRICE	COST						
1	Allowance for Mobilization, a maximum of 2.5% of the contract amount	1	LS	\$122,475.00	\$122,475.00						
2	Allowance for Demobilization, a maximum of 2.5% of the Contract Amount	1	LS	\$10,000.00	\$10,000.00						
3	For providing Project Operations and Maintenance (O&M) Manuals for the overall Project, no partial payment of this item until all O&Ms have been submitted and approved	1	LS	\$10,000.00	\$10,000.00						
4	Furnish and install all materials and labor for all modifications to lift stations, PRVs Raw Water and Booster Pumps Stations, and Elevated Tanks	1	LS	\$410,000.00	\$410,000.00						
5	Furnish and configuration for Pressure Monitoring Recording and Communications complete with controls and accessories as specified in Section 40 68 49 of the specifications	1	LS	\$39,209.00	\$39,209.00						
6	Furnish and install all materials and labor for flocculator VFD replacement, high service pump modifications and submersible pump modifications	1	LS	\$1,040,000.00	\$1,040,000.00						

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor
DATE: September 11, 2020

BID TABULATION

PROJECT: Communications & Water Treatment Plant Control System Improvements

7	Furnish and install all materials for PLC replacement/additions and control system panels	1	LS	\$2,060,000.00	\$2,060,000.00						
8	Furnish and install all materials and labor for computer system hardware and ancillaries	1	LS	\$140,000.00	\$140,000.00						
9	Furnish and install all materials and labor for control system network equipment, fiber optic cable, and CAT6 cables	1	LS	\$500,000.00	\$500,000.00						
10	Furnish and install all material and labor for control system software	1	LS	\$40,000.00	\$40,000.00						
11	Furnish all labor for control system configuration as specified	1	LS	\$290,000.00	\$290,000.00						
12	Furnish all labor and material for Pump Management and Pump Optimization for the WTP High Service Pumps 1-11, complete with controls and accessories as specified in Section 40 68 46 of the specifications	1	LS	\$57,150.00	\$57,150.00						
13	Furnish all labor and material for level measurement instrumentation	1	LS	\$20,000.00	\$20,000.00						
14	Furnish all labor and material for testing, comissioning and training	1	LS	\$160,000.00	\$160,000.00						
15	Furnish all labor and material for miscellaneous items not included in bid items above	1	LS	\$166.00	\$166.00						
TOTAL				\$4,899,000.00							



PLUMMER

0982-005-02

September 21, 2020

Mr. Juan Martinez
Engineering Associate
City of Round Rock
3400 Sunrise Road
Round Rock, TX 78665

Re: City of Round Rock
Communications and Water Treatment Plant Control Improvements
Recommendation of Award

Dear Mr. Martinez

On Thursday, September 10, 2020, five (5) bids from general contractors were received, opened and publicly read aloud at the City of Round Rock Utilities and Environmental Services Building Hall for the above-referenced project. The bids were as follows:

Contractor	Total Base Bid
Soap Engineering, LCC	\$1,323,025.00
Control Panels USA, Inc.	\$2,495,359.00
Prime Controls, L.P.	\$2,967,859.00
Commerce Controls, Inc.	\$2,981,172.00
Walker Engineering, Inc.	\$4,899,000.00

Soap Engineering, LCC. (Soap) was the apparent low bidder with a Total Base Bid of \$1,323,025.00. The Engineer's final opinion of probable construction cost for this project was \$2,400,000.00.

Soap was the only bidder that was not pre-qualified. Discussions were held with Soap about their bid and qualifications. Upon review of their bid they did find errors in their bid for approximately \$400,000. Soap had further discussions with their bonding company and were informed due to wide differences bids, they would not be able to obtain bonding. Based upon not being able to obtain bonding, they have requested their bid to be withdrawn.

Control Panels USA, Inc. was the next apparent low bidder with a Total Base Bid of \$2,495,359.00. We have reviewed their bid and it appears to be in order.

Control Panels USA, Inc. is located within ten (10) miles of the WTP and has successfully completed several projects for the City, as well as Plummer Associates, Inc.

A phone call with Philadelphia Indemnity Insurance Company confirmed Control Panels USA, Inc. is in good standing on current projects and the Bid Bond has an "A+" rating of performance.

Therefore, as described in the Bid Form, contract award of Base Bid in the amount of \$2,495,359.00 shall be awarded to Control Panels USA, Inc.

Please call me if you have any questions. We look forward to working with you during construction of this project.

Sincerely,

ALAN PLUMMER ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Patrick Moseley', with a stylized flourish at the end.

Patrick Moseley, PE

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:
2020-670685

Date Filed:
09/23/2020

Date Acknowledged:

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

Control Panels USA 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 Comm & WTP Control Imp
Imp & Mods to City Water Supply & Communications Imp & PLC Replacements

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

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is David Morgan, and my date of birth is [REDACTED].

My address is 9014 Brimstone Lane, Austin, TX, 78717, 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 23rd day of Sept, 2020.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

David Morgan, Vice President



City of Round Rock

Agenda Item Summary

Agenda Number: G.6

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 0.148-acre tract of land from property owned by MSF Round Rock - L, LLC, required for the proposed Gattis School Road Improvement (Phase 3) Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/8/2020

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Map

Department: Transportation Department

Text of Legislative File 2020-0280

This property is required for construction of widening improvements to Gattis School Road (Phase 3). The property is designated as Parcel 7. Although we have established contact with the owner's corporate legal offices, I have been unable to obtain a substantive response to our initial (5.22.20) or final (8.14.20) purchase offers despite repeated requests.

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 (Phase 3) Project: a 0.148-acre tract of land from property owned by MSF Round Rock - L, LLC, as described in Exhibit A of the resolution."

RESOLUTION NO. R-2020-0280

**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 0.148 acre (Parcel 7, Parts 1-2) 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 **MSF ROUND ROCK – L, LLC**, 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 8th day of October, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT A

County: Williamson
Parcel: 7, Parts 1 & 2
Project: Gattis School Road

**PROPERTY DESCRIPTION FOR
PARCEL 7 PART 1 & 2**

DESCRIPTION OF TWO PARCELS OF LAND TOTALING 0.148 ACRE (6,461 SQUARE FOOT) SITUATED IN THE ASA THOMAS SURVEY, ABSTRACT NO. 609, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1 (1.90 ACRES), FINAL PLAT OF ECKERD DRUG STORE, SECTION ONE, A SUBDIVISION OF RECORD IN CABINET W, SLIDES 381-382 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, DESCRIBED IN SPECIAL WARRANTY DEED TO MSF ROUND ROCK - L, LLC, RECORDED IN DOCUMENT NO. 2006101689 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.148 ACRE (6,461 SQUARE FOOT) PARCELS OF LAND BEING MORE PARTICULARLY DESCRIBED AS PART 1, CONTAINING 0.077 ACRE (3,349 SQUARE FEET) OF LAND AND PART 2 CONTAINING 0.071 ACRE (3,112 SQUARE FEET) OF LAND AND FUTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PART 1 (0.077 ACRE 3,349 SQUARE FEET)

COMMENCING at an X cut in concrete found 85.04 feet right of proposed Gattis School Road Baseline Station 40+84.18, being in the easterly boundary line of Lot 1, Block A of the Final Plat of Provident Crossings, Section II, a subdivision of record in Cabinet FF, Slides 79-80 of the Plat Records of Williamson County, Texas, same being the westerly boundary line of said Lot 1 of Eckerd Drug Store subdivision;

THENCE, with the common boundary line of said Lot 1, Block A and said Lot 1, N 01°32'34" W, for a distance of 17.96 feet to an iron rod with aluminum cap stamped "ROW 4933" set, (Grid Coordinates determined as N=10154256.85, E=3139226.78 TxSPC Zone 4203), 67.09 feet right of proposed Gattis School Road Baseline Station 40+83.76, being in the proposed southerly right-of-way (ROW) line of Gattis School Road, (ROW width varies), for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, continuing with said common boundary line, **N 01°32'34" W**, for a distance of **20.00** feet to a Mag Nail with washer stamped "Chapparral" found in the existing southerly ROW line of Gattis School Road, (ROW width varies), being the northeasterly corner of said Lot 1, Provident Crossings, same being the northwesterly corner of said Lot 1, Eckerd Drug Store subdivision, for the northwesterly corner of the herein described tract;
- 2) **THENCE**, departing said Lot 1, of Provident Crossings subdivision, with the northerly boundary line of said Lot 1 of Eckerd Drug Store subdivision, same being the said existing southerly ROW line of Gattis School Road, **N 88°19'14" E**, for a distance of **145.25** feet to a calculated point, being the point of intersection of said existing southerly ROW line of Gattis School Road and the existing westerly ROW line of A.W. Grimes Boulevard (ROW width varies);
- 3) **THENCE**, departing said existing southerly ROW line with said existing westerly ROW line of A. W. Grimes Boulevard, same being the northeasterly boundary line of said Lot 1, **S 60°45'46" E**, for a distance of **63.22** feet to an iron rod found with plastic cap stamped "BPI" found 78.54 feet right of proposed Gattis School Road Baseline Station 42+81.39, for the easterly corner of the herein described tract, and from which, a 1/2" iron rod found, being in the northeasterly boundary line of said Lot 1, same being in said westerly ROW line of said A. W. Grimes Boulevard, also being the most northerly corner of said 0.071 acre Part 2 herein bears **S 46°59'51" E**, at a distance of 50.17 feet;

THENCE, departing said existing westerly ROW line, with the proposed southerly ROW line of Gattis School Road, through the interior of said Lot 1, the following two (2) courses:

- 4) Along a non-tangent curve to the left, having a delta angle of **26°06'31"**, a radius of **135.00** feet, an arc length of **61.52** feet and a chord which bears **N 79°57'35" W**, for a distance of **60.99** feet to an iron rod with aluminum cap stamped "ROW 4933" set, 66.16 feet right of proposed Gattis School Road Baseline Station 42+21.67, for a point of non-tangency;
- 5) **S 88°21'31" W**, for a distance of **139.82** feet to the **POINT OF BEGINNING**, containing 0.077 acres (3,349 square feet) of land, more or less.

PART 2 (0.071 ACRE 3,112 SQUARE FEET)

COMMENCING at an X cut in concrete found, 357.05 feet right of proposed Gattis School Road Baseline Station 42+64.15, being in the southerly boundary line of said Lot 1 of Eckerd Drug Store subdivision, same being in the northerly boundary line of Lot 1, Block A of Final Plat of Provident Crossings, Section III, a subdivision of record in Document No. 2013031488 of the Official Public Records of Williamson County, Texas;

THENCE, with the common boundary line of said Lot 1, Eckerd Drug Store and said Lot 1, Provident Crossings, **N 85°39'21" E**, for a distance of 78.13 feet to an iron rod with aluminum cap stamped "ROW 4933" set, (Grid Coordinates determined as N=10153977.27, E=3139495.33 TxSPC Zone 4203), 353.41 feet right of proposed Gattis School Road Baseline Station 43+42.20, being in the proposed westerly right-of-way line of A. W. Grimes Boulevard, (ROW width varies), for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing said Lot 1, Provident Crossings, Section III, with said proposed westerly ROW line, through the interior of said Lot 1 of Eckerd Drug Store subdivision, the following three (3) courses:

- 1) Along a non-tangent curve to the right, having a delta angle of **03°53'35"**, a radius of **2482.00** feet, an arc length of **168.64** feet and a chord which bears **N 04°26'16" W**, for a distance of **168.61** feet to an iron rod with aluminum cap stamped "ROW 4933" set, 185.00 feet right of proposed Gattis School Road Baseline Station 43+34.06 for a point of tangency;
- 2) **N 02°29'28" W**, for a distance of **16.93** feet an iron rod with aluminum cap stamped "ROW 4933" set 168.06 feet right of proposed Gattis School Road Baseline Station 43+33.82, for a point of non-tangency;
- 3) Along a non-tangent curve to the left, having a delta angle of **32°48'59"**, a radius of **100.50** feet, an arc length of **57.56** feet and a chord which bears **N 18°50'08" W**, for a distance of **56.78** feet to a 1/2" iron rod found, being in the northeasterly boundary line of said Lot 1, same being in the existing westerly ROW line of said A. W. Grimes (ROW width varies), 113.81 feet right of proposed Gattis School Road Baseline Station 43+17.07, for the northerly corner of the herein described tract, and from which, an iron rod with plastic cap stamped "BPI" found, being in the said northeasterly boundary line of said Lot 1, same being in the westerly ROW line of said A. W. Grimes, also being the easterly corner of said 0.077 acre Part 1 herein bears **N 46°59'51" W**, at a distance of 50.17 feet;

THENCE, with said existing westerly ROW line, same being the northeasterly and easterly boundary lines of said Lot 1, the following three (3) courses:

- 4) **S 33°24'50" E**, for a distance of **63.29** feet to a calculated angle point;
- 5) **S 02°29'48" E**, for a distance of **89.76** feet to a calculated point of curvature of a non-tangent curve to the left;
- 6) Along said non-tangent curve to the left, having a delta angle of **02°33'08"**, a radius of **2143.48** feet, an arc length of **95.48** feet and a chord which bears **S 03°46'22" E**, for a distance of **95.47** feet to an X cut in concrete found, being the southeasterly corner of said Lot 1, same being the northeasterly corner of said Lot 1, Block A of Provident Crossings, Section III, for the southeasterly corner of the herein described tract;
- 7) **THENCE**, departing said existing westerly ROW line, with the common boundary line of said Lot 1, Eckerd Drug Store and said Lot 1, Provident Crossings, **S 85°39'21" W**, for a distance of **12.97** feet to the **POINT OF BEGINNING**, containing 0.071 acres (3,112 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

27 AUG 2020

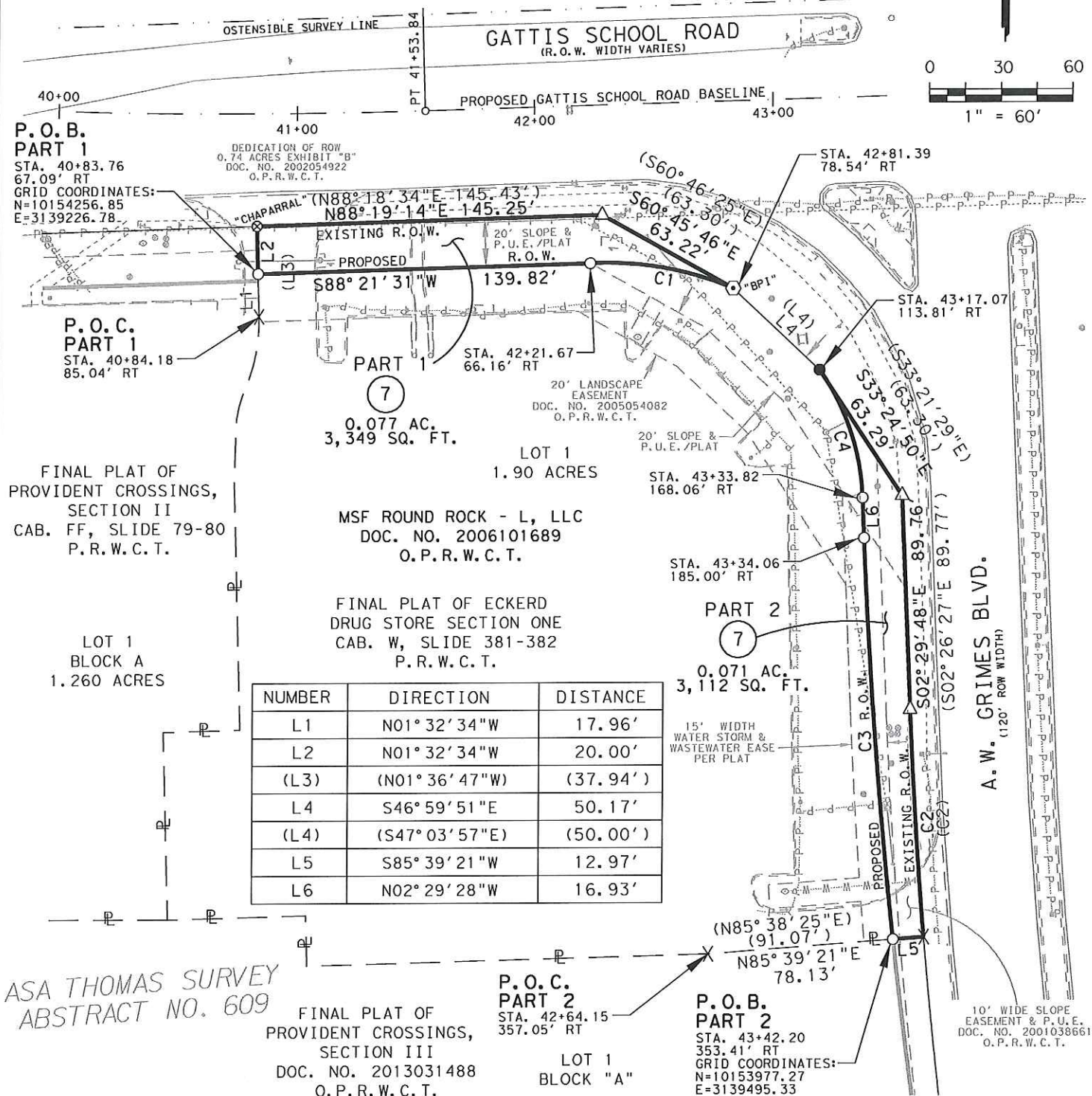
Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

01/31/19
REV: 08/26/20
PAGE 4 OF 5

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	26° 06' 31"	135.00'	61.52'	60.99'	N79° 57' 35"W
C2	02° 33' 08"	2143.48'	95.48'	95.47'	S03° 46' 22"E
(C2)	(02° 33' 09")	(2143.48')	(95.49')	(95.48')	(S03° 43' 01"E)
C3	03° 53' 35"	2482.00'	168.64'	168.61'	N04° 26' 16"W
C4	32° 48' 59"	100.50'	57.56'	56.78'	N18° 50' 08"W



PARCEL PLAT SHOWING PROPERTY OF

MSF ROUND ROCK - L, LLC

PARCEL 7
PART 1 & 2SCALE
1" = 60'PROJECT
GATTIS SCHOOL ROADCOUNTY
WILLIAMSON

LEGEND PLAT TO ACCOMPANY PARCEL DESCRIPTION

01/31/19
REV: 08/26/20
PAGE 5 OF 5

- 1/2" IRON ROD FOUND, UNLESS NOTED
- ⊙ IRON SET W/ PLASTIC CAP
STAMPED "INLAND-4933"
- ⊕ IRON ROD FOUND W/PLASTIC
CAP, AS NOTED
- ⊛ COTTON GIN SPINDLE FOUND
- ⊙ 1/2" IRON PIPE FOUND, UNLESS NOTED
- X X CUT FOUND
- ⊗ MAG NAIL FOUND W/ WASHER
- ▲ 60/D NAIL FOUND
- △ MAG NAIL SET
- △ CALCULATED POINT
- IRON ROD W/ ALUMINUM CAP
STAMPED "ROW-4933" SET
(UNLESS NOTED OTHERWISE)
- ℄ CENTER LINE
- ℄ PROPERTY LINE
- () RECORD INFORMATION
- LINE BREAK
- DENOTES COMMON OWNERSHIP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- N.T.S. NOT TO SCALE
- STMSE STORM SEWER EASEMENT
- SSE SANITARY SEWER EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- 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 GF NO.1920232-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 30, 2019, ISSUE DATE JUNE 10, 2019.

1. RESTRICTIVE COVENANTS: CABINET W, SLIDE 381-382, OF WILLIAMSON COUNTY, TEXAS, AND DOCUMENT NO. 2002073319, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10E. 20 FOOT SLOPE AND PUBLIC UTILITY EASEMENT ALONG THE NORTH AND NORTHEASTERLY PROPERTY LINES AND TRAVERSING INTO THE SUBJECT PROPERTY AN UNDETERMINED WIDTH BY 7 FOOT IN DEPTH LOCATED IN THE MOST NORTHEASTERLY CORNER OF THE SUBJECT PROPERTY AS SHOWN ON PLAT, AFFECTS AS SHOWN.

F. 10 FOOT IN WIDTH SLOPE AND PUBLIC UTILITY EASEMENT ALONG THE EAST PROPERTY LINE AS SHOWN ON PLAT, AFFECTS AS SHOWN.

G. 15 FOOT WATERLINE, STORM SEWER AND WASTEWATER EASEMENT ALONG THE EAST PROPERTY LINE AND TRAVERSING INTO THE SUBJECT PROPERTY AN UNDETERMINED WIDTH BY 10 FOOT IN DEPTH LOCATED IN THE MOST SOUTHEASTERLY CORNER OF THE SUBJECT PROPERTY AS SHOWN ON PLAT, AFFECTS AS SHOWN.

H. TERMS, CONDITIONS AND STIPULATIONS OF CITY ORDINANCE NO. Z-99-03-25-9C2 ADOPTED BY THE CITY OF ROUND ROCK, RECORDED UNDER DOCUMENT NO. 2000011425, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

I. TERMS, CONDITIONS AND STIPULATIONS OF CITY ORDINANCE NO. Z-02-01-24-8B1 ADOPTED BY THE CITY OF ROUND ROCK, RECORDED UNDER DOCUMENT NO. 2002035296, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

J. TERMS, CONDITIONS AND STIPULATIONS OF POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSE AS APPROVED BY THE CITY OF ROUND ROCK BY RESOLUTION RECORDED UNDER DOCUMENT NO. 2002042747, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

K. TERMS, CONDITIONS AND STIPULATIONS OF EASEMENT AGREEMENT EXECUTED BY AND BETWEEN TODAY PRA HICKERSON, L.P. AND RB-3 ASSOCIATES, ET AL, RECORDED UNDER DOCUMENT NO. 2002073318, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

L. TERMS, CONDITIONS AND STIPULATIONS OF MUTUAL ACCESS EASEMENT AND RESTRICTIVE COVENANT AGREEMENT EXECUTED BY AND BETWEEN TODAY PRA HICKERSON, L.P. AND RB-3 ASSOCIATES, ET AL, RECORDED UNDER DOCUMENT NO. 2002073319, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

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 27 AUG 2020
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 PART 1	0.077	3,349
ACQUISITION PART 2	0.071	3,112
TOTAL ACQUISITION	0.148	6,461
DEED AREA	1.90	82,764
REMAINDER AREA	1.752	76,303

PARCEL PLAT SHOWING PROPERTY OF

MSF ROUND ROCK - L, LLC

PARCEL 7
PART 1 & 2

SCALE

1" = 60'

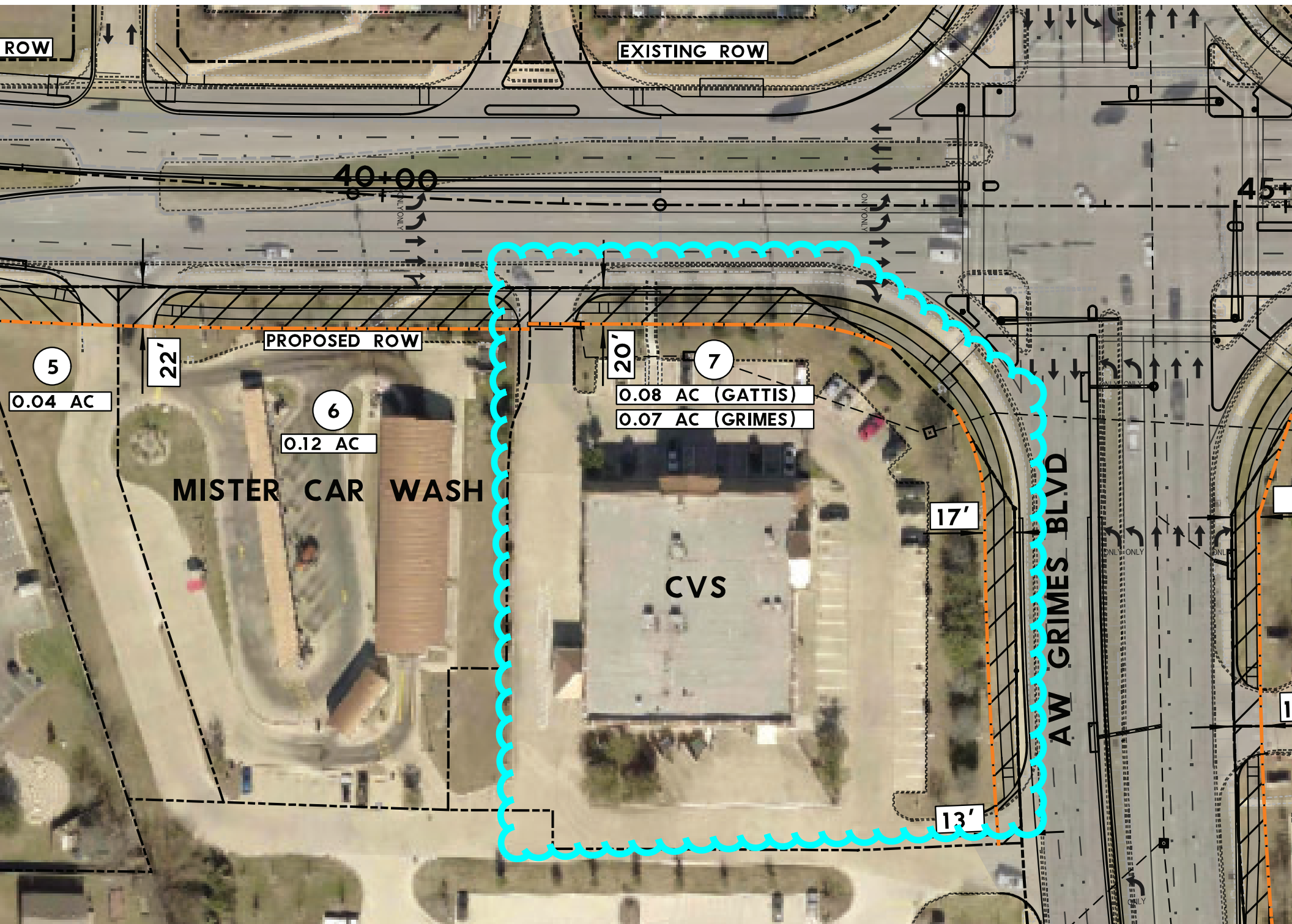
PROJECT

GATTIS SCHOOL ROAD

COUNTY

WILLIAMSON





ROW

EXISTING ROW

40+00

45+

PROPOSED ROW

5

22'

20'

7

0.08 AC (GATTIS)

0.07 AC (GRIMES)

6

0.12 AC

MISTER CAR WASH

CVS

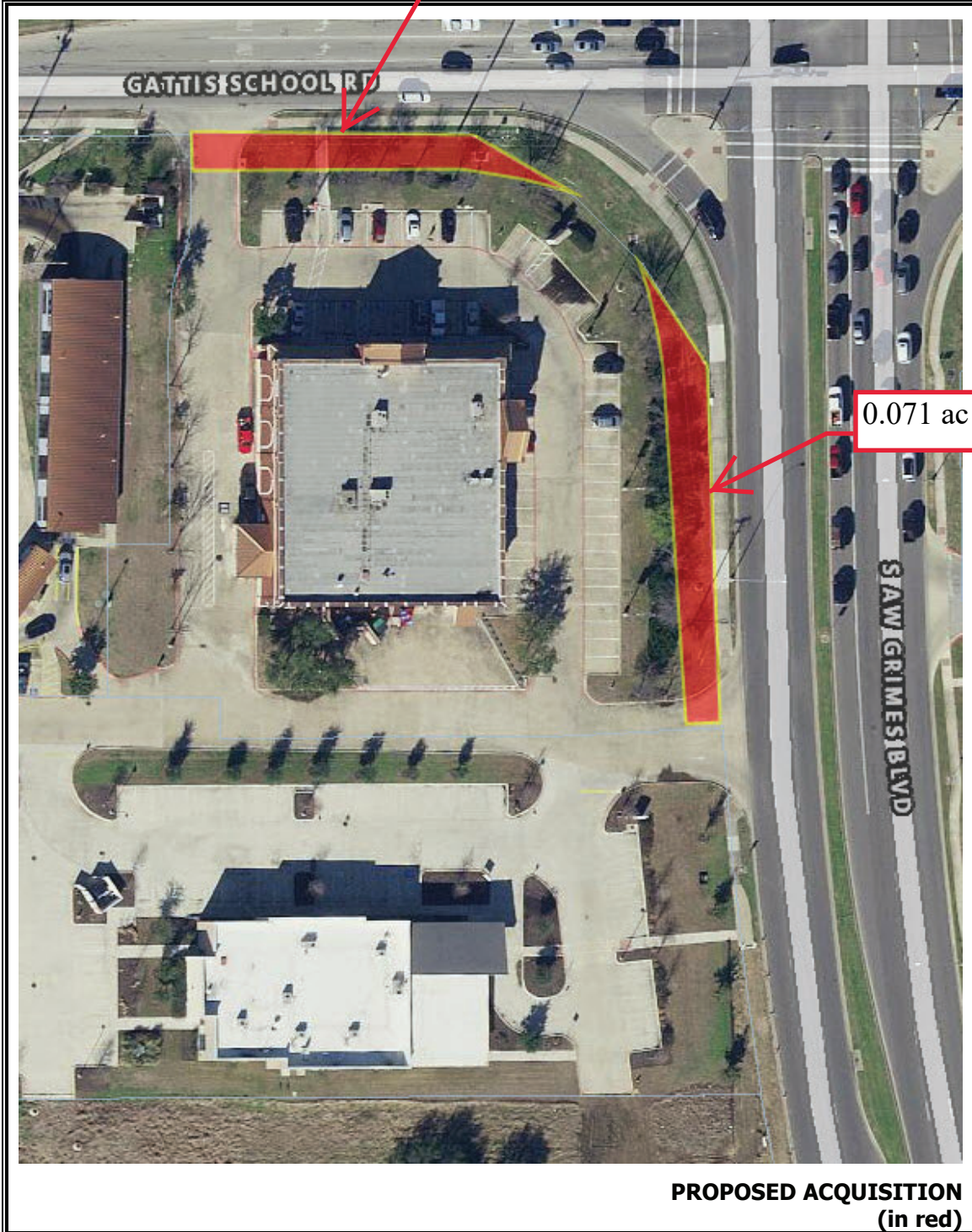
17'

13'

AW GRIMES BLVD

VALUATION OF THE FEE ACQUISITION

0.077 ac (3,349 SF)



0.071 ac (3,112 SF)

**PROPOSED ACQUISITION
(in red)**



City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Randall's Food & Drugs, LP for the purchase of a 0.351-acre tract of land required for construction of Gattis School Road (Phase 3) project.

Type: Resolution

Governing Body: City Council

Agenda Date: 10/8/2020

Dept Director: Gary Hudder, Transportation Director

Cost: \$238,687.00

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

Attachments: Resolution, Exhibit A, Map

Department: Transportation Department

Text of Legislative File 2020-0281

The proposed purchase price was reviewed with, and recommended for approval by, the Transportation Director after negotiation and consideration of additional counteroffer and comparable sales data information provided by the property owner in response to the City's initial offer. The total purchase price is allocated between Parcel 8 (\$144,531) and Parcel 9 (\$94,156), which had separate uses and unit values for negotiation.

Cost: \$238,687.00

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

RESOLUTION NO. R-2020-0281

WHEREAS, the City of Round Rock (“City”) desires to purchase 0.351 acres required for construction of the Gattis School Road Phase 3 Project (Parcels 8 and 9); and

WHEREAS, Randall’s Food & Drugs, 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 Randall’s Food & Drugs, 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 8th day of October, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"****REAL ESTATE CONTRACT**

Gattis School Road Ph. 3 Right of Way - Randall's (#2636)

THIS REAL ESTATE CONTRACT ("Contract") is made this ____ day of ____, 2020, by and between RANDALL'S FOOD & DRUGS, LP, a Delaware limited partnership (referred to in this Contract as "Seller", whether one or more) and the CITY OF ROUND ROCK, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

**ARTICLE I
PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of those certain two parcels of land totaling 0.150 acre (6,519 square foot) out of and situated in the Asa Thomas Survey, Abstract No. 609 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 8**); and

All of that certain 0.201 acre (8,750 square foot) tract of land out of and situated in the Asa Thomas Survey, Abstract No. 609 in Williamson County, Texas; more fully described in Exhibit "B", attached hereto and incorporated herein (**Parcel 9**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described in Exhibit "A" not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

**ARTICLE II
PURCHASE PRICE**

Purchase Price

2.01. The Purchase Price for the Property, and for any severance damage or cost of cure for the remaining property as a result of this purchase, shall be as follows:

- (a) Parcel 8: \$144,531
- (b) Parcel 9: \$94,156

Total Purchase Price = TWO HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED EIGHTY-SEVEN AND no/100 Dollars (\$238,687.00).

2.02. Within fourteen (14) days after the Effective Date the Purchaser shall deposit the sum of One Thousand Dollars (\$1,000.00) ("Escrow Deposit") into escrow ("Escrow") with Independence Title Company. The Escrow Deposit is not refundable, except as set forth in Section 3.02, but shall be applicable to the Purchase Price at Closing, should Buyer purchase the Property. In the event Buyer fails to deposit the Deposit in Escrow strictly as and when contemplated under this Section, Seller shall have the right at any time thereafter, until cured, to terminate this Agreement and all further rights and obligations hereunder by giving written notice of such termination to Buyer. If Buyer fails to deposit the balance of the Purchase Price into escrow strictly as and when contemplated under Section 5.03, Seller shall be entitled to retain the Escrow Deposit as liquidated damages as more fully provided in Article VII.

Payment of Purchase Price

2.03. The Purchase Price shall be payable in good funds at the Closing.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

3.02. Buyer shall, not later than ten (10) days after the Effective Date, notify Seller in writing of its acceptance of or any objections to the contents of the title commitment (the "**Title Objection Notice**"). The failure to provide this notice shall be deemed as approval of title to the Property as set forth in the title commitment. If Buyer delivers a Title Objection Notice, Seller shall, within ten (10) days of receipt of such Title Objection Notice, have the option in its sole discretion, of either (i) electing not to cure any objections to title identified in the Title Objection Notice, or (ii) agreeing in written notice (the "Seller's Title Response Notice") to Buyer that on or before the Closing, Seller shall cure any or all of the objections to title specified in the Title Objection Notice. Seller's failure to deliver Seller's Title Response Notice within such ten (10) day period shall be deemed to constitute Seller's election not to cure any objections to title specified in the Title Objection Notice. If Seller elects, or is deemed to have elected, not to cure each of the objections to title specified in the Title Objection Notice, then Buyer shall elect, on or before that date five (5) days after the expiration of the Seller's ten (10) day period to respond to the Title Objection Notice either (1) to waive its prior objection to such of the title matters referenced in the Title Objection Notice which Seller has not elected to cure pursuant to the Seller's Title Response Notice, in which event such matters as to which Buyer has waived such prior objections shall be deemed to constitute Permitted Exceptions, or (2) terminate this Agreement. Buyer's failure to deliver notice waiving Buyer's prior objections pursuant to clause (1) above on or before the expiration of the five day period shall be deemed to constitute Buyer's

election to approve the condition of title set forth in the title commitment. In the event of Buyer's election or deemed election to terminate this Agreement pursuant to clause (2) above, this Agreement shall terminate, the Escrow Deposit shall be returned to Buyer and neither party shall have any further rights, obligations or liabilities under this Agreement except under provisions of this Agreement which are expressly stated to survive the termination of this Agreement.

Miscellaneous Conditions

3.03. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IIIA SELLER'S CONDITION

Condition to Sale of the Property

3.01A. As part of the consideration for the sale of the Property under this Contract, the Purchaser agrees to replace the existing curb and gutter and backfill dirt and grass in substantial compliance with the design plan sheets attached here to as Exhibit "C", and to repair any damages to irrigation lines which are located outside of the Property. The Purchaser confirms that Seller's signs adjacent to the Property will not be disturbed or damaged by any work performed by Purchaser and Purchaser shall timely repair any signs damaged as a result of any of the roadway construction or otherwise. As a result of the widening of the road the Purchaser agrees that: (i) the elimination of any landscaping by Purchaser as a result of the roadway construction and road widening and (ii) any of Seller's existing signs, shall not be in violation of any municipal ordinance or setback requirements under local law, or alternatively Purchaser shall provide an Administrative Adjustment variance letter pursuant to the provisions of its Code of Ordinances for any non-compliance directly resulting from this conveyance. This paragraph shall survive the closing for the purchase of the Property by Purchaser.

ARTICLE IIIB CONDITION OF THE PROPERTY

3.01B Buyer will acquire the Property in an "AS IS" condition and shall assume the risks that adverse physical conditions may not have been revealed by its investigation, SUBJECT TO ALL FAULTS, INCLUDING BUT NOT LIMITED TO BOTH LATENT AND PATENT DEFECTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION AND USE OF THE PROPERTY INCLUDING BUT NOT LIMITED TO WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.02B AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, PURCHASER AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS, WHETHER KNOWN OR UNKNOWN, AS OF THE CLOSING DATE. EXCEPT FOR THOSE WARRANTIES AND REPRESENTATIONS, IF ANY, SPECIFICALLY MADE BY SELLER IN THIS AGREEMENT, NO WARRANTY OR REPRESENTATION OF ANY TYPE IS MADE BY SELLER WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, AS TO ANY OF THE FOLLOWING: (I) FITNESS FOR ANY PARTICULAR PURPOSE, (II) MERCHANTABILITY, (III) CONDITION, (IV) ABSENCE OF DEFECTS OR FAULTS, (V) ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, (VI) FLOODING, OR (VII) COMPLIANCE WITH LAWS AND REGULATIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT, AS THEY MAY APPLY TO THE CURRENT CONDITION OF THE PROPERTY OR PURCHASER'S INTENDED CONSTRUCTION OR USE, OR FOR ANY OTHER PURPOSE. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS ENTERED INTO THIS AGREEMENT WITH THE INTENTION OF MAKING AND RELYING UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY AND THAT PURCHASER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLER OR ANYONE ACTING, OR CLAIMING TO ACT, BY, THROUGH OR UNDER SELLER OR ON SELLER'S BEHALF CONCERNING THE PROPERTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE INDEFINITELY ANY CLOSING OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO ANY DOCUMENTS, EXECUTED OR DELIVERED AT CLOSING.

TO SIGNIFY THEIR AWARENESS AND AGREEMENT TO BE BOUND BY THE TERMS AND PROVISIONS OF THIS ARTICLE, BUYER AND SELLER HAVE SEPARATELY INITIALED THIS SECTION.

SELLER INITIALS: ^{DS} BB

BUYER'S INITIALS: _____

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) Other than as set forth in any document recorded against the Property, to Seller's knowledge, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers; and

(b) To Seller's knowledge, Seller has not received any written notice from a governmental authority alleging a violation of any law relating to the Property which is required to be corrected and remains uncorrected. For the purpose of the foregoing representations and warranties, "knowledge" of Seller shall refer to and mean actual knowledge by Judy Spiller, an individual employed by Seller as of the date hereof and as of the Closing who is as knowledgeable as any other individual in Seller's organization on the subject matter of these representations and warranties, without any obligation imposed on Seller or such individual to make any inquiry, inspection or investigation; and "notice" shall mean and refer to actual written notice received by Seller (or its property manager) prior to the date hereof and prior to the Closing.

4.02. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Independence Title Company on or before October 30, 2020, within 10 days after the completion of any title curative matters if necessary for items as shown on the title commitment from Independence Title Company or in this contract, or at such time, date, and place as Seller and Purchaser may agree upon (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 Purchaser a duly executed and acknowledged Deed conveying good and marketable title in fee simple to all of the Property described in Exhibits "A-B", free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable; and
- (b) Any exceptions set for in the title commitment from Independence Title Company, approved, or deemed approved, by Purchaser in writing, pursuant to Section 3.02.

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

(3) Provide reasonable assistance as requested and at no cost to Seller to cause Title Company to provide Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring Grantee's fee simple and/or easement interests in and to the Property subject only to those title

exceptions listed herein, such other exceptions as may be approved in writing, or deemed approved, by Purchaser under Section 3.02, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted; and
 - (b) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the Purchase Price to the Seller.

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, however, Seller shall otherwise be responsible for all ad valorem taxes to the date of deeded ownership transfer. Agricultural roll-back taxes, if any, which directly result from this transaction and conveyance 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 as incurred.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied, or deemed satisfied, and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, 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.

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.

Non- Assignable; Parties Bound

8.03. This Contract shall not be assignable to any entity which does not possess the power of eminent domain without the consent of the other party and further shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Reserved

8.08. Not Used.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Round Rock city council or city manager, which date is indicated beneath the Mayor's or City Manager's signature below.

Counterparts

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

SELLER:

RANDALL'S FOOD & DRUGS LP,
a Delaware limited partnership

By: Randall's Food Markets, Inc.,
a Delaware corporation,
its: general partner

By: Brad Beckstrom
Name: Brad Beckstrom
Its: Authorized Signatory
BCT

Address: 250 Parkcenter Blvd., Boise, Idaho 83706,
Attn.: Real Estate Law

Date: 09-10-2020 | 10:47:42 MDT

PURCHASER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Address: 221 E. Main Street
Round Rock, Texas 78664

Date: _____

A

EXHIBIT

County: Williamson
Parcel: 8, Parts 1 & 2
Project: Gallis School Road

PROPERTY DESCRIPTION FOR PARCEL 8 PART 1 & 2

DESCRIPTION OF TWO PARCELS OF LAND TOTALING 0.150 ACRE (6,519 SQUARE FOOT) TRACT OF LAND SITUATED IN THE ASA THOMAS SURVEY, ABSTRACT NO. 809, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 4, BLOCK A (1.21 ACRES), RANDALL'S TOWN CENTRE, SECTION ONE, A SUBDIVISION OF RECORD IN CABINET W, SLIDES 330-331 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, DESCRIBED IN SPECIAL WARRANTY DEED TO RANDALL'S FOOD & DRUGS, LP, RECORDED IN DOCUMENT NO. 2002091940 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.150 ACRE (6,519 SQUARE FOOT) PARCELS OF LAND BEING MORE PARTICULARLY DESCRIBED AS PART 1, CONTAINING 0.050 ACRE (2,184 SQUARE FEET) OF LAND AND PART 2 CONTAINING 0.100 ACRE (4,335 SQUARE FEET) OF LAND AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PART 1 (0.050 ACRE 2,184 SQUARE FEET)

COMMENCING at an Iron Nail with washer stamped "INLAND 4933" set, 286.31 feet right of proposed Gallis School Road Baseline Station 45+04.87, being an angle point in the southerly boundary line of said Lot 4, Block A, same being the northerly boundary line of Lot 5, Block A, said Randall's Town Centre, Section One;

THENCE, with the common boundary line of said Lot 4 and said Lot 5, S 87°33'33" W, for a distance of 107.54 feet to an Iron rod with aluminum cap stamped "ROW 4933" set, (Grid Coordinates determined as N=10154047.13, E=3139638.47 TSPC Zone 4203), 287.75 feet right of proposed Gallis School Road Baseline Station 44+87.33, being in the proposed easterly Right-of-Way (ROW) line of A. W. Grimes Boulevard, (ROW width varies), for the southeasterly corner and POINT OF BEGINNING of the herein described tract;

- 1) THENCE, continuing with said common boundary line, S 87°33'33" W, for a distance of 15.13 feet to a calculated point in the existing easterly ROW line of A.W. Grimes Boulevard (ROW width varies), same being the common westerly corner of said Lot 4 and said Lot 5, for the southwesterly corner of the herein described tract, and from which, a Mag Nail in asphalt found, being in said existing easterly ROW line, same being the southwesterly corner of Lot 6, Block A, and an angle point in the westerly boundary line of Lot 3, Block A, of the Replat of Lots 2 and 3, Block A of Randall's Town Centre, Section One, a subdivision of record in Cabinet Y, Slide 97-98 of the Plat Records of Williamson County, Texas bears along a curve to the left, having a delta angle of 10°06'20", a radius of 2023.48 feet, an arc length of 356.89 feet and a chord which bears S 08°26'21" E, at a distance of 356.43 feet;

THENCE, departing said Lot 5, with said existing easterly ROW line, same being the westerly boundary line of said Lot 4, the following three (3) courses:

- 2) Continuing along said curve to the right, having a delta angle of 00°54'39", a radius of 2023.48 feet, an arc length of 32.17 feet and a chord which bears N 02°55'52" W, for a distance of 32.17 feet to a calculated point of non-tangency;
- 3) N 02°20'18" W, for a distance of 85.11 feet to a calculated angle point;
- 4) N 29°20'03" E, for a distance of 64.11 feet to an Iron rod with aluminum cap stamped "ROW 4933" set, 115.73 feet right of proposed Gallis School Road Baseline Station 45+03.53, being the intersection of said existing easterly ROW line and said proposed easterly ROW line, for the northerly corner of the herein described tract, and from which, the westerly corner of the herein described Parcel 8, Part 2, being an Iron rod with aluminum cap stamped "ROW 4933" set, 80.14 feet right of proposed Gallis School Road Baseline Station 45+38.62, bears with the existing easterly ROW line of said A. W. Grimes Boulevard, N 42°55'03" E, at a distance of 49.08 feet;

THENCE, departing said existing easterly ROW line, with the proposed easterly ROW line of said A. W. Grimes Boulevard, through the interior of said Lot 4, the following three (3) courses:

- 5) S 16°22'48" W, for a distance of 58.15 feet to an Iron rod with aluminum cap stamped "ROW 4933" set, 171.02 feet right of proposed Gallis School Road Baseline Station 44+85.51;
- 6) S 02°26'27" E, for a distance of 84.57 feet to an Iron rod with aluminum cap stamped "ROW 4933" set, 255.59 feet right of proposed Gallis School Road Baseline Station 44+86.64, for a point of curvature to the left;
- 7) Along said tangent curve to the left, having a delta angle of 00°55'04", a radius of 2008.48 feet, an arc length of 32.17 feet and a chord which bears S 02°53'59" E, for a distance of 32.17 feet to the POINT OF BEGINNING, containing 0.050 acres (2,184 square feet) of land, more or less.

PART 2 (0.100 ACRE 4,335 SQUARE FEET)

COMMENCING at an iron rod with plastic cap stamped "INLAND 4933" set 162.76 feet right of proposed Gattis School Road Baseline Station 47+42.39, being the southeasterly corner of said Lot 4, Block A, Randall's Town Centre, Section One, same being the northeasterly corner of said Lot 5, Block A, Randall's Town Centre, Section One, also being in the westerly boundary line of Lot 3, Block A of the Replat of Lots 2 and 3, Block A of Randall's Town Centre, Section One, a subdivision of record in Cabinet Y, Slide 07-98 of the Plat Records of Williamson County, Texas;

THENCE, departing said Lot 5, with the common boundary line of said Lot 4 and said Lot 3, N 01°42'55" W, for a distance of 91.60 feet to an iron rod with aluminum cap stamped "ROW 4933" set, (Grid Coordinates determined as N=10154270.95, E=3139887.00 TSPC Zone 4203), 71.26 feet right of proposed Gattis School Road Baseline Station 47+42.32, being in the proposed southerly right-of-way line of Gattis School Road, (ROW width varies), for the southeasterly corner and POINT OF BEGINNING of the herein described tract;

THENCE, departing said Lot 3, with said proposed southerly ROW line, through the interior of said Lot 4, the following two (2) courses:

- 1) S 88°17'12" W, for a distance of 142.02 feet an iron rod with aluminum cap stamped "ROW 4933" set 71.38 feet right of proposed Gattis School Road Baseline Station 46+00.30, for a point of a non-tangent curve to the left;
- 2) Along said non-tangent curve to the left, having a deflection angle of 18°52'31", a radius of 190.00 feet, an arc length of 62.69 feet and a chord which bears S 80°13'23" W, for a distance of 62.31 feet to an iron rod with aluminum cap stamped "ROW 4933" set, 80.14 feet right of proposed Gattis School Road Baseline Station 45+38.62, being the common boundary line of said Lot 4 and the existing easterly ROW line of A. W. Grimes Boulevard (ROW width varies), for the westerly corner of the herein described tract, and from which, the northerly corner of the herein described Parcel 8; Part 1, being an iron rod with aluminum cap stamped "ROW 4933" set, 115.73 feet right of proposed Gattis School Road Baseline Station 45+03.53, bears, with said existing easterly ROW line of said A. W. Grimes Boulevard, S 42°55'03" W, at a distance of 49.98 feet;
- 3) THENCE, departing said proposed southerly ROW line of Gattis School Road, with said common line, N 56°34'07" E, for a distance of 64.18 feet to a calculated point, being the intersection of said existing easterly ROW line of A. W. Grimes Boulevard, with the existing southerly ROW line of Gattis School Road (ROW width varies);
- 4) THENCE, with said existing southerly ROW line of Gattis School Road and said Lot 4, N 88°17'12" E, for a distance of 149.12 feet to a calculated point, being the common northerly corner of said Lot 4 and said Lot 3, for the northeasterly corner of the herein described tract;
- 5) THENCE, departing said existing southerly ROW line, with the common boundary line of said Lot 4 and said Lot 3, S 01°42'55" E, for a distance of 25.00 feet to the POINT OF BEGINNING, containing 0.100 acres (4,335 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 §
COUNTY OF WILLIAMSON § § KNOW ALL MEN BY THESE PRESENTS:

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.

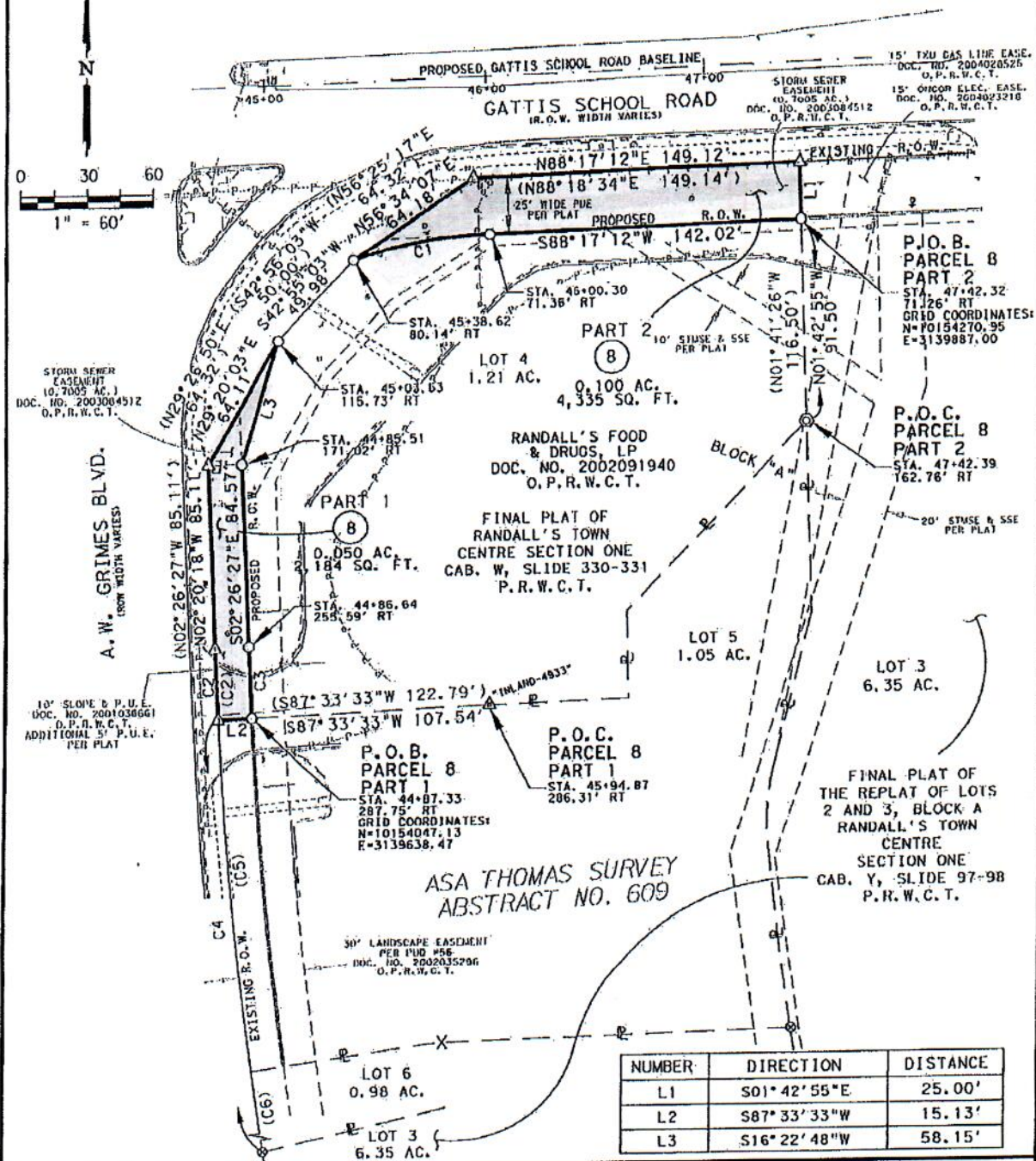
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

S:\RTG\GATTIS SCHOOL-WINDY PARK TO RANCH RD\PARCELS\PARCEL 8-RANDALL'S FOOD & DRUGS\PARCEL 8-RANDALL'S FOOD & DRUGS-REV.doc

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

02/12/19
REV: 11/12/19
PAGE 3 OF 4

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78661
PH (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
RANDALL'S FOOD & DRUGS, LP

**PARCEL 8
PART 1 & 2**

SCALE
1" = 60'

PROJECT
GATTIS SCHOOL ROAD

COUNTY
WILLIAMSON

C:\BYP\GATTIS SCH - WINDY PARK 10 BR RANCH RD\PARCEL 5\PARCEL 8-RANDALL'S FOOD & DRUGS, LP\PARCEL 8-RANDALL'S FOOD & DRUGS LP-REV.00

EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

02/12/19
REV: 11/12/19
PAGE 4 OF 4

LEGEND

- 1/2" IRON ROD FOUND, UNLESS NOTED
- ⊙ IRON SET W/ PLASTIC CAP
STAMPED "INLAND-4933"
- ⊙ IRON ROD FOUND W/PLASTIC
CAP, AS NOTED
- ⊙ COTTON GIN SPINDLE FOUND
- ⊙ 1/2" IRON PIPE FOUND, UNLESS NOTED
- X X CUT FOUND
- ⊗ MAG NAIL FOUND
- ▲ 60/D NAIL FOUND
- △ MAG NAIL SET
- △ CALCULATED POINT
- IRON ROD W/ ALUMINUM CAP
STAMPED "ROW-4933" SET
(UNLESS NOTED OTHERWISE)
- € CENTER LINE
- R PROPERTY LINE
- () RECORD INFORMATION
- LINE BREAK
- DENOTES COMMON OWNERSHIP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- N.T.S. NOT TO SCALE
- STMSE STORM SEWER EASEMENT
- SSE SANITARY SEWER EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- 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

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	18° 52' 31"	190.00'	62.59'	62.31'	S80° 13' 23"W
C2	00° 54' 39"	2023.48'	32.17'	32.17'	N02° 55' 52"W
(C2)	(00° 54' 12")	(2023.48')	(31.90')	(31.90')	(N02° 53' 33"W)
C3	00° 55' 04"	2008.48'	32.17'	32.17'	S02° 53' 59"E
C4	10° 06' 20"	2023.48'	356.89'	356.43'	S08° 26' 21"E
(C5)	(04° 38' 59")	(2023.48')	(164.21')	(164.16')	(S05° 40' 08"E)
(C6)	(05° 27' 51")	(2023.48')	(192.97')	(192.90')	(S10° 43' 33"E)

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.

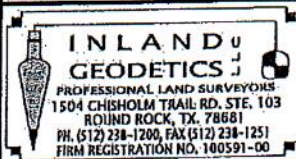
2) This survey was performed without benefit of a Title Abstract. There may be other instruments of record that affect this tract not depicted hereon.

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 PART 1	0.050	2,184
ACQUISITION PART 2	0.100	4,335
TOTAL ACQUISITION	0.150	6,519
DEED AREA	1.21	52,708
REMAINDER AREA	1.060	46,189



PARCEL PLAT SHOWING PROPERTY OF
RANDALL'S FOOD & DRUGS, LP

SCALE 1" = 60'
PROJECT GATTIS SCHOOL ROAD
COUNTY WILLIAMSON

PARCEL 8
PART 1 & 2

SURVEY: GATTIS SCHOOL - WINDY PARK TO RR RANCH RD\PARCELS\PARCEL 8-RANDALL'S FOOD & DRUGS, LP\PARCEL 8-RANDALL'S FOOD & DRUGS LP-REV. 00

EXHIBIT B

County: Williamson
Parcel: 9
Project: Gattis School Road

**PROPERTY DESCRIPTION FOR
PARCEL 9**

DESCRIPTION OF A 0.201 ACRE (8,750 SQUARE FOOT) TRACT OF LAND SITUATED IN THE ASA THOMAS SURVEY, ABSTRACT NO. 609, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3, BLOCK A (6.35 ACRES), FINAL PLAT OF THE REPLAT OF LOTS 2 AND 3, RANDALL'S TOWN CENTRE, SECTION ONE, A SUBDIVISION OF RECORD IN CABINET Y, SLIDES 97-98 OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, DESCRIBED IN SPECIAL WARRANTY DEED TO RANDALL'S FOOD & DRUGS, LP, RECORDED IN DOCUMENT NO. 2002091940 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.201 ACRE (8,750 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with plastic cap stamped "INLAND 4933" set 162.76 feet right of proposed Gattis School Road Baseline Station 47+42.39 in the westerly boundary line of said Lot 3, same being the southeasterly corner of Lot 4, Block A, and the northeasterly corner of Lot 5, Block A, Randall's Town Centre, Section One, a subdivision of record in Cabinet W, Slide 330-331 of the Plat Records of Williamson County, Texas;

THENCE, departing said Lot 5, with the common boundary line of said Lot 4 and said Lot 3, N 01°42'55" W, for a distance of 91.50 feet to an iron rod with aluminum cap stamped "ROW 4933" set, (Grid Coordinates determined as N=10,154,270.95, E=3,139,887.00 TxSPC Zone 4203), 71.26 feet right of proposed Gattis School Road Baseline Station 47+42.32, being in the proposed southerly right-of-way line of Gattis School Road, (ROW width varies), for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE**, continuing with said common boundary line, N 01°42'55" W, for a distance of 25.00 feet to a calculated point in the existing southerly ROW line of said Gattis School Road (ROW width varies), same being the common northerly corner of said Lot 4 and said Lot 3, for the northwesterly corner of the herein described tract;
- 2) **THENCE**, departing said Lot 4, with said existing southerly ROW line, same being the northerly boundary line of said Lot 3, N 88°17'12" E, for a distance of 352.11 feet to a calculated point, being the northeasterly corner of said Lot 3, same being the northwesterly corner of Lot 2, Block A of said Final Plat of the Replat of Lots 2 and 3, Randall's Town Centre, Section One, for the northeasterly corner of the herein described tract;
- 3) **THENCE**, departing said existing southerly ROW line, with the common boundary line of said Lot 3 and said Lot 2, S 01°42'48" E, for a distance of 25.00 feet to an iron rod with aluminum cap stamped "ROW 4933" set, 71.01 feet right of proposed Gattis School Road Baseline Station 50+94.44 in said proposed southerly ROW line, for the southeasterly corner of the herein described tract;

THENCE, departing said Lot 2, with said proposed ROW line, through the interior of said Lot 3, the following (five) 5 courses:

- 4) **S 88°17'12" W**, for a distance of **211.02** feet to an iron rod with aluminum cap stamped "ROW 4933" set, 71.16 feet right of proposed Gattis School Road Baseline Station 48+83.42;
- 5) **N 01°42'48" W**, for a distance of **3.50** feet to an iron rod with aluminum cap stamped "ROW 4933" set, 67.66 feet right of proposed Gattis School Road Baseline Station 48+83.42;
- 6) **S 88°17'12" W**, for a distance of **15.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set, 67.67 feet right of proposed Gattis School Road Baseline Station 48+68.42;
- 7) **S 01°42'48" E**, for a distance of **3.50** feet to an iron rod with aluminum cap stamped "ROW 4933" set, 71.17 feet right of proposed Gattis School Road Baseline Station 48+68.42;
- 8) **S 88°17'12" W**, for a distance of **126.10** feet to the **POINT OF BEGINNING**, containing 0.201 acres (8,750 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
COUNTY OF WILLIAMSON

§
§
§ KNOW ALL MEN BY THESE PRESENTS:

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.

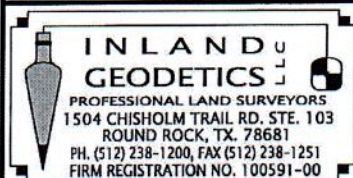
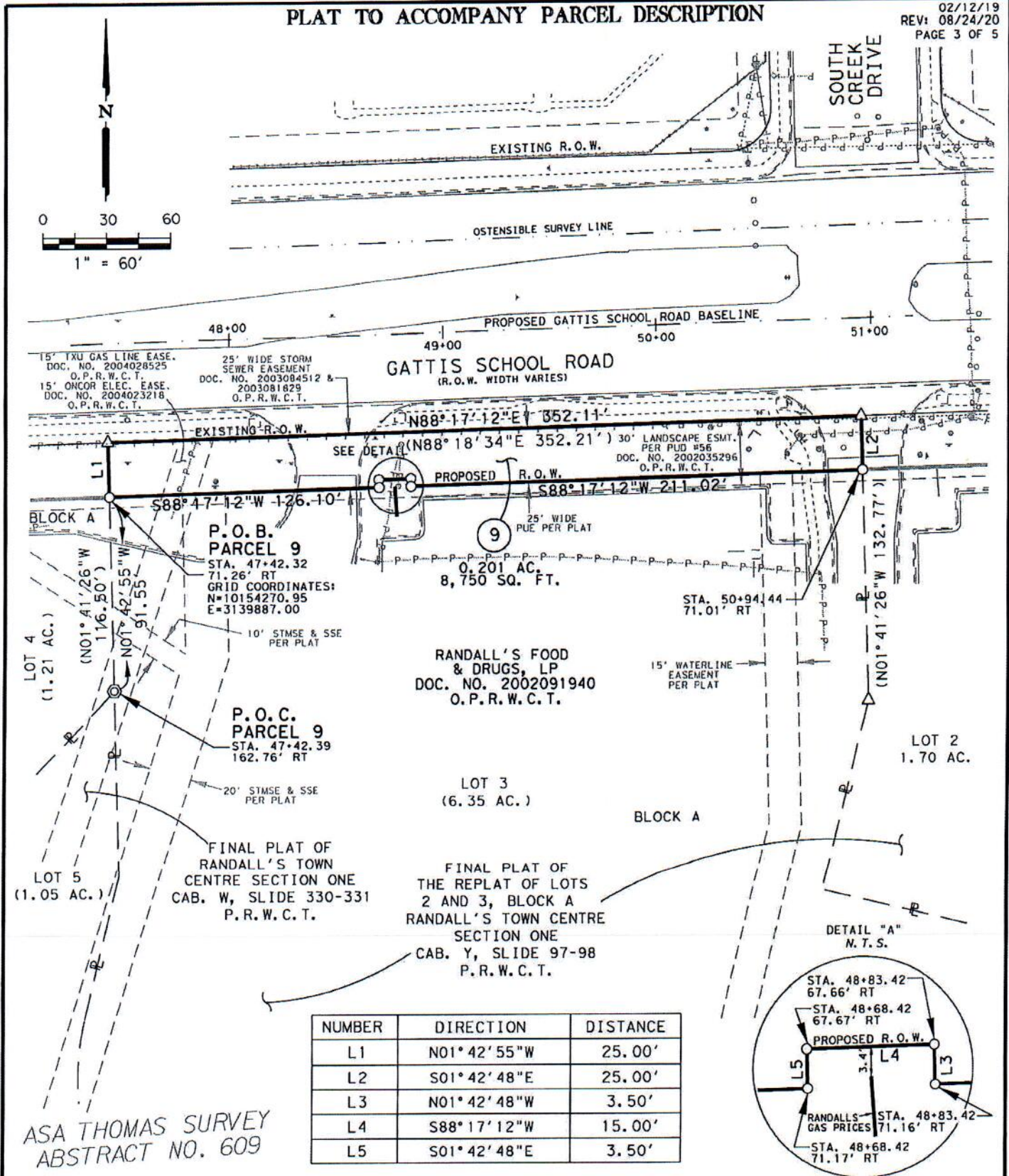
M. Stephen Truesdale
M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

27 AUG 2020
Date



EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

02/12/19
REV: 08/24/20
PAGE 3 OF 5

PARCEL PLAT SHOWING PROPERTY OF

RANDALL'S FOOD & DRUGS, LP

PARCEL 9

SCALE
1" = 60'PROJECT
GATTIS SCHOOL ROADCOUNTY
WILLIAMSON

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

02/12/19
REV: 08/24/20
PAGE 4 OF 5

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. 1920233-KFO, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE MAY 22, 2019, ISSUE DATE JUNE 03, 2019.

1. RESTRICTIVE COVENANTS: CABINET W, SLIDE 330 AND CABINET Y, SLIDE 97, PLAT RECORDS AND DOCUMENT NO(S), 2002091941, 2002091942, 2003071653, 2004013115, 2004032061, 2004036070, AND 2005019780, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

10G. ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET W, SLIDE 330 AND CABINET Y, SLIDE 97, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

H. 10' SLOPE AND PUBLIC UTILITY AS SET FORTH IN DOCUMENT NO. 2001038661, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES RECORDED IN DOCUMENT NO. 2001038661, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

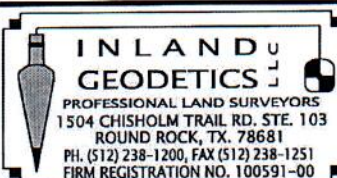
J. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN ORDINANCE RECORDED IN DOCUMENT NO. 2002035296 AND AS AMENDED IN DOCUMENT NO. 2002053541, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS.

K. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2002091943 AND AS AMENDED IN DOCUMENT NO. 2003005124, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

L. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN SIDEWALK AND UTILITY EASEMENT AGREEMENT RECORDED IN DOCUMENT NO. 2002091944 AND AS AMENDED IN DOCUMENT NO. 2003120071, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT.

M. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND RECORDED IN DOCUMENT NO. 2002091941 AND AS AMENDED AND SUPPLEMENTED BY DOCUMENT NO(S) 2003071653, 2004013115, 2004032061, AND 2005019780, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS IF APPLICABLE.

N. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN AMENDED AND RESTATED EASEMENT, CONSTRUCTION, AND MAINTENANCE AGREEMENT RECORDED IN DOCUMENT NO. 2003005125, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.



PARCEL PLAT SHOWING PROPERTY OF

RANDALL'S FOOD & DRUGS, LP

PARCEL 9

SCALE

1" = 60'

PROJECT

GATTIS SCHOOL ROAD

COUNTY

WILLIAMSON

EXHIBIT "B"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

02/12/19
REV: 08/24/20
PAGE 5 OF 5

LEGEND

- | | |
|--------------------------------------|--------------------------------------|
| ● 1/2" IRON ROD FOUND, UNLESS NOTED | € CENTER LINE |
| ⊙ IRON SET W/ PLASTIC CAP | ℙ PROPERTY LINE |
| STAMPED "INLAND-4933" | () RECORD INFORMATION |
| ⊕ IRON ROD FOUND W/PLASTIC | — LINE BREAK |
| CAP, AS NOTED | ↯ DENOTES COMMON OWNERSHIP |
| ⊛ COTTON GIN SPINDLE FOUND | P.O.B. POINT OF BEGINNING |
| ⊙ 1/2" IRON PIPE FOUND, UNLESS NOTED | P.O.C. POINT OF COMMENCING |
| X X CUT FOUND | N.T.S. NOT TO SCALE |
| ⊗ MAG NAIL FOUND | STMSE STORM SEWER EASEMENT |
| ▲ 60/D NAIL FOUND | SSE SANITARY SEWER EASEMENT |
| △ MAG NAIL SET | P.U.E. PUBLIC UTILITY EASEMENT |
| △ CALCULATED POINT | D.R.W.C.T. DEED RECORDS |
| ○ IRON ROD W/ ALUMINUM CAP | O.R.W.C.T. OFFICIAL RECORDS |
| STAMPED "ROW-4933" SET | O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS |
| (UNLESS NOTED OTHERWISE) | WILLIAMSON COUNTY, TEXAS |
| | P.R.W.C.T. PLAT RECORDS |
| | WILLIAMSON COUNTY, TEXAS |

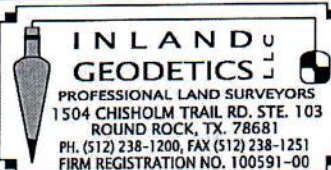
- Q. EASEMENT GRANTED TO THE CITY OF ROUND ROCK BY INSTRUMENT RECORDED IN DOCUMENT NO. 2003081829, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- P. EASEMENT GRANTED TO THE CITY OF ROUND ROCK BY INSTRUMENT RECORDED IN DOCUMENT NO. 2003084512, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- Q. EASEMENT GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY BY INSTRUMENT RECORDED IN DOCUMENT NO. 2004023218, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.
- R. EASEMENT GRANTED TO TXU GAS COMPANY BY INSTRUMENT RECORDED IN DOCUMENT NO. 2004028525, 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 27 AUG 2020
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	0.201	8,750
CALC/DEED AREA	6.35	276,606
REMAINDER AREA	6.149	267,856



PARCEL PLAT SHOWING PROPERTY OF

RANDALL'S FOOD & DRUGS, LP

PARCEL 9

SCALE
1" = 60'PROJECT
GATTIS SCHOOL ROADCOUNTY
WILLIAMSON

90% SUBMITTAL

12/4/2019 11:18:58 PM

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	INDEX OF SHEETS

90% PLANS REVIEW

CITY OF ROUND ROCK, TEXAS

TRANSPORTATION SERVICES DEPARTMENT

PLANS OF PROPOSED

STATE HIGHWAY IMPROVEMENT

GATTIS SCHOOL ROAD

SEGMENT 3

WILLIAMSON COUNTY

LIMITS: 0.23 MILES W. OF A.W. GRIMES BLVD.

TO 0.22 MILES E. OF DOUBLE CREEK DR

FOR THE RECONSTRUCTION OF AN ARTERIAL STREET

CONSISTING OF: GRADING, DRAINAGE, FLEXBASE, ASPHALT PAVEMENT,

ILLUMINATION, UTILITIES, SIGNING AND PAVEMENT MARKINGS

DATE CONTRACTOR BEGAN WORK:

DATE WORK WAS COMPLETED AND ACCEPTED:

FINAL CONTRACT COST: \$

GATTIS SCHOOL ROAD

FUNCTIONAL CLASSIFICATION: MAJOR ARTERIAL

DESIGN SPEED: 45 MPH

REQUIRED SIGNS SHALL BE IN ACCORDANCE WITH

BC (1)-14 THRU BC (12)-14 "TEXAS MANUAL

ON UNIFORM TRAFFIC CONTROL DEVICES

GATTIS SCHOOL ROAD

NET LENGTH OF ROADWAY= 556.08 FT. = 0.105 MI

NET LENGTH OF BRIDGE = 5800.37 FT. = 1.098 MI

TOTAL LENGTH OF PROJECT= 6356.45 FT. = 1.203 MI

I, DAVID KRITZAN, P.E., DO CERTIFY THAT THE PUBLIC WORKS AND

DRAINAGE IMPROVEMENTS DESCRIBED HEREIN HAVE BEEN DESIGNED

IN COMPLIANCE WITH THE SUBDIVISION AND BUILDING REGULATION

ORDINANCES AND STORMWATER DRAINAGE POLICY ADOPTED BY THE

CITY OF ROUND ROCK, TEXAS.

RODRIGUEZ TRANSPORTATION GROUP, INC.

PROJECT MANAGER

DATE

ACCEPTED FOR CONSTRUCTION

CITY OF ROUND ROCK, TEXAS

TRANSPORTATION DEPARTMENT

DATE

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION REQUIRED

TOLR NO. TABS

RTG

RODRIGUEZ TRANSPORTATION GROUP

This document is released for the purposes of interim review under the authority of David W. Kritzan, P.E. 66414 on 12/4/2019. It is not to be used for construction, bidding or permitting purposes.

ALL RESPONSIBILITIES FOR THE ADEQUACY OF THESE PLANS

REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN

RECEIVING THESE PLANS, THE CITY OF ROUND ROCK MUST

RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

LOCATION MAP

NOT TO SCALE

BEGIN INCIDENTAL WORK

A.W. GRIMES

STA. 574+00.00

BEGIN INCIDENTAL WORK

WINDY PARK

STA. 11+12.50

BEGIN SEGMENT 3

GATTIS SCHOOL ROAD

STA. 32+00.00

END INCIDENTAL WORK

WINDY PARK

STA. 15+59.39

END INCIDENTAL WORK

A.W. GRIMES

STA. 589+00.00

PROJECT NO.

CITY

COUNTY

CITY

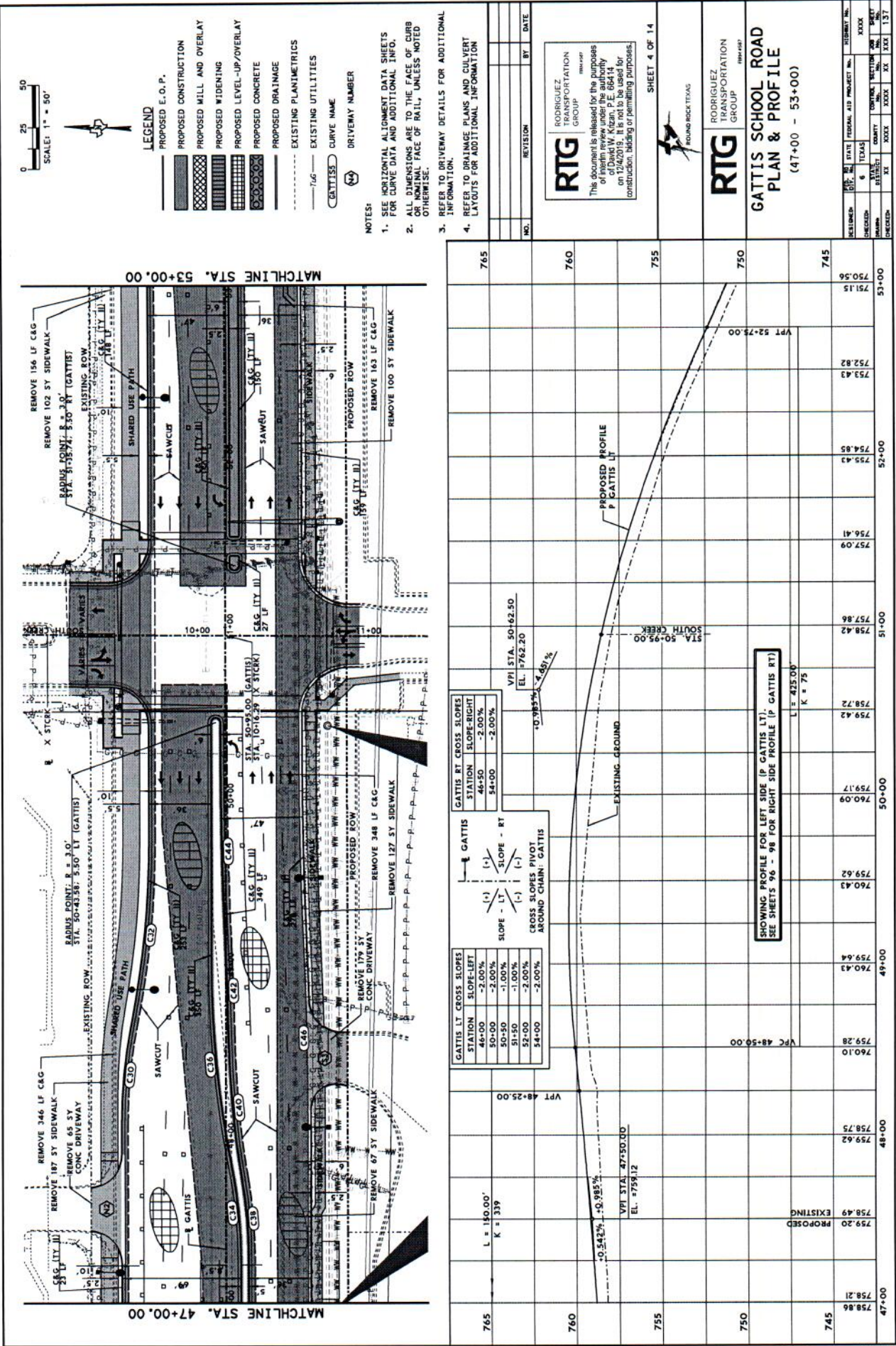
STATE

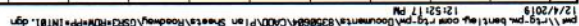
PROJECT NAME

GATTIS SCHOOL ROAD



90% SUBMITTAL



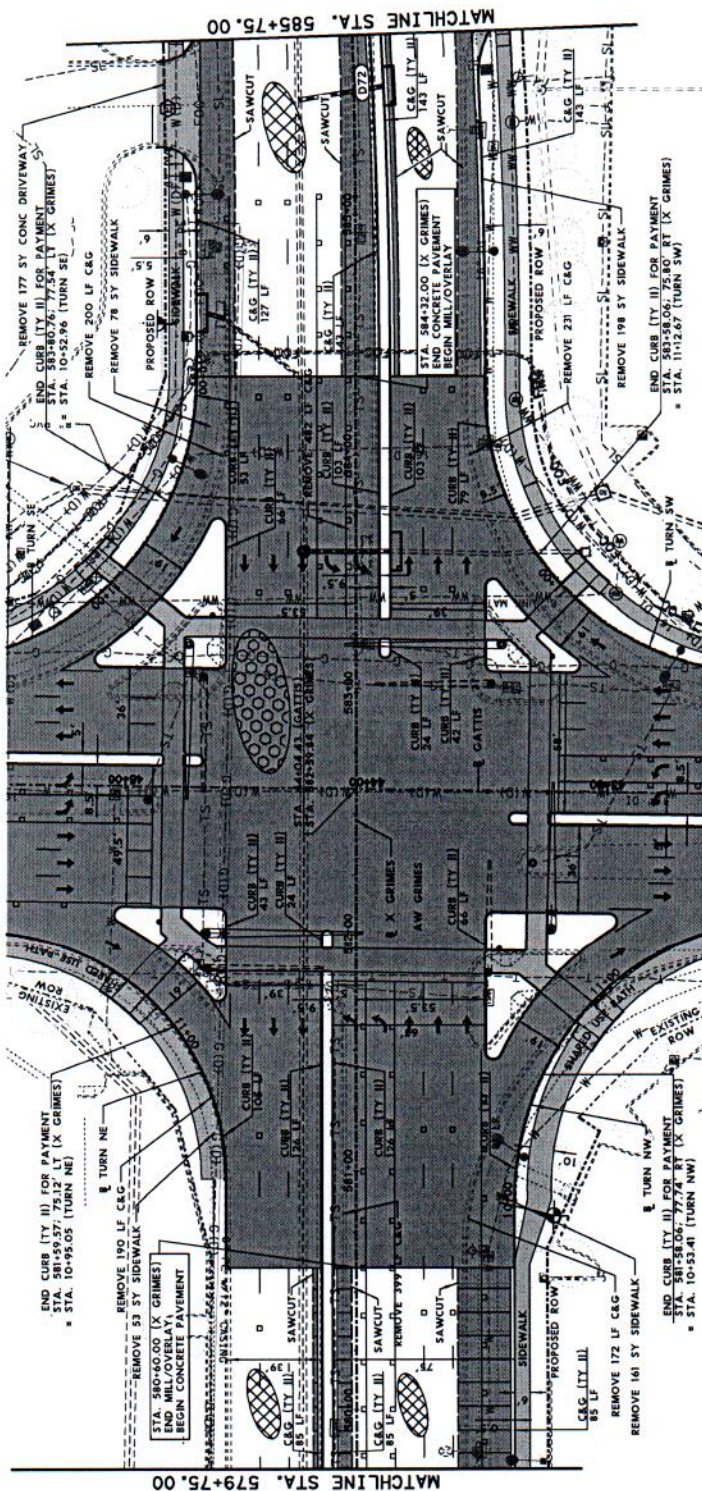


DESIGNED	NO. 10	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECKED	6	TEXAS		
DRAWN	BOY	COUNTY	SECTION	SHEET
CHECKED	DISTRICT	XXXX	XXXX	XXX
	XX			153

SHEET 4 OF 10

RTG
RODRIGUEZ
TRANSPORTATION
GROUP
7804-6187

TTIS SCHOOL ROAD
LAN & PROFILE
(AW GRIMES)
BEGIN - 579+75



1. SEE HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ADDITIONAL INFO.
2. ALL DIMENSIONS ARE TO THE FACE OF CURB OR NOMINAL FACE OF RAIL, UNLESS NOTED OTHERWISE.
3. REFER TO DRIVEWAY DETAILS FOR ADDITIONAL INFORMATION.
4. REFER TO DRAINAGE PLANS AND CULVERT LAYOUTS FOR ADDITIONAL INFORMATION.

NO.	REVISION	BY	DATE



RTG

RODRIGUEZ
TRANSPORTATION
GROUP

Issue #480

This document is released for the purposes of interim review under the authority of David W. Kirzban, P.E. 66414 on 1/24/2019. It is not to be used for construction, bidding or permitting purposes.

ROUND ROCK TEXAS



**RODRIGUEZ
TRANSPORTATION
GROUP**

**GATTIS SCHOOL ROAD
PLAN & PROFILE**
(AW GRIMES)
579+75 - 585+75

SECTION	FED. RD. DIST. NO.	STATE	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECKED	6	TEXAS		XXXX
COUNTY	STATE DISTRICT	CONTROL SECTION	JOB NO.	SHEET NO.
XXXX	XX	XXXX	XX	154

765	GATTIS SCHOOL ROAD CROSS SLOPES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
	41+50	-2.00%
	43+50	-1.52%
	44+60	-1.52%
	45+00	1.25%
	46+00	-2.00%
760	46+50	-1.57%
		-2.00%
755	BEGIN PROFILE P X GRIMES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
750	580+00	-1.69%
	580+60	-0.33%
	582+00	-1.52%
	583+10	-1.52%
	584+20	-1.91%
	585+50	-2.54%
		1.88%
750	MATCH EXISTING CROSS SLOPE AND ELEVATION	
	STATION	ELEVATION
750	580+00	763.55
	582+00	762.69
	584+20	763.29
	585+50	764.10

765	GATTIS SCHOOL ROAD CROSS SLOPES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
760	41+50	-2.00%
	43+50	-1.52%
	44+60	-1.52%
	45+00	1.25%
	46+00	-2.00%
	46+50	-1.57%
		-2.00%
755	BEGIN PROFILE P X GRIMES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
750	580+00	-1.69%
	580+60	-0.33%
	582+00	-1.52%
	583+10	-1.52%
	584+20	-1.91%
	585+50	-2.54%
		1.88%
750	MATCH EXISTING CROSS SLOPE AND ELEVATION	
	STATION	ELEVATION
750	580+00	763.55
	582+00	762.69
	584+20	763.29
	585+50	764.10

765	GATTIS SCHOOL ROAD CROSS SLOPES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
760	41+50	-2.00%
	43+50	-1.52%
	44+60	-1.52%
	45+00	1.25%
	46+00	-2.00%
	46+50	-1.57%
		-2.00%
755	BEGIN PROFILE P X GRIMES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
750	580+00	-1.69%
	580+60	-0.33%
	582+00	-1.52%
	583+10	-1.52%
	584+20	-1.91%
	585+50	-2.54%
		1.88%
750	MATCH EXISTING CROSS SLOPE AND ELEVATION	
	STATION	ELEVATION
750	580+00	763.55
	582+00	762.69
	584+20	763.29
	585+50	764.10

765	GATTIS SCHOOL ROAD CROSS SLOPES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
760	41+50	-2.00%
	43+50	-1.52%
	44+60	-1.52%
	45+00	1.25%
	46+00	-2.00%
	46+50	-1.57%
		-2.00%
755	BEGIN PROFILE P X GRIMES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
750	580+00	-1.69%
	580+60	-0.33%
	582+00	-1.52%
	583+10	-1.52%
	584+20	-1.91%
	585+50	-2.54%
		1.88%
750	MATCH EXISTING CROSS SLOPE AND ELEVATION	
	STATION	ELEVATION
750	580+00	763.55
	582+00	762.69
	584+20	763.29
	585+50	764.10

765	GATTIS SCHOOL ROAD CROSS SLOPES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
760	41+50	-2.00%
	43+50	-1.52%
	44+60	-1.52%
	45+00	1.25%
	46+00	-2.00%
	46+50	-1.57%
		-2.00%
755	BEGIN PROFILE P X GRIMES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
750	580+00	-1.69%
	580+60	-0.33%
	582+00	-1.52%
	583+10	-1.52%
	584+20	-1.91%
	585+50	-2.54%
		1.88%
750	MATCH EXISTING CROSS SLOPE AND ELEVATION	
	STATION	ELEVATION
750	580+00	763.55
	582+00	762.69
	584+20	763.29
	585+50	764.10

765	GATTIS SCHOOL ROAD CROSS SLOPES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
760	41+50	-2.00%
	43+50	-1.52%
	44+60	-1.52%
	45+00	1.25%
	46+00	-2.00%
	46+50	-1.57%
		-2.00%
755	BEGIN PROFILE P X GRIMES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
750	580+00	-1.69%
	580+60	-0.33%
	582+00	-1.52%
	583+10	-1.52%
	584+20	-1.91%
	585+50	-2.54%
		1.88%
750	MATCH EXISTING CROSS SLOPE AND ELEVATION	
	STATION	ELEVATION
750	580+00	763.55
	582+00	762.69
	584+20	763.29
	585+50	764.10

765	GATTIS SCHOOL ROAD CROSS SLOPES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
760	41+50	-2.00%
	43+50	-1.52%
	44+60	-1.52%
	45+00	1.25%
	46+00	-2.00%
	46+50	-1.57%
		-2.00%
755	BEGIN PROFILE P X GRIMES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
750	580+00	-1.69%
	580+60	-0.33%
	582+00	-1.52%
	583+10	-1.52%
	584+20	-1.91%
	585+50	-2.54%
		1.88%
750	MATCH EXISTING CROSS SLOPE AND ELEVATION	
	STATION	ELEVATION
750	580+00	763.55
	582+00	762.69
	584+20	763.29
	585+50	764.10

765	GATTIS SCHOOL ROAD CROSS SLOPES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
760	41+50	-2.00%
	43+50	-1.52%
	44+60	-1.52%
	45+00	1.25%
	46+00	-2.00%
	46+50	-1.57%
		-2.00%
755	BEGIN PROFILE P X GRIMES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
750	580+00	-1.69%
	580+60	-0.33%
	582+00	-1.52%
	583+10	-1.52%
	584+20	-1.91%
	585+50	-2.54%
		1.88%
750	MATCH EXISTING CROSS SLOPE AND ELEVATION	
	STATION	ELEVATION
750	580+00	763.55
	582+00	762.69
	584+20	763.29
	585+50	764.10

765	GATTIS SCHOOL ROAD CROSS SLOPES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
760	41+50	-2.00%
	43+50	-1.52%
	44+60	-1.52%
	45+00	1.25%
	46+00	-2.00%
	46+50	-1.57%
		-2.00%
755	BEGIN PROFILE P X GRIMES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
750	580+00	-1.69%
	580+60	-0.33%
	582+00	-1.52%
	583+10	-1.52%
	584+20	-1.91%
	585+50	-2.54%
		1.88%
750	MATCH EXISTING CROSS SLOPE AND ELEVATION	
	STATION	ELEVATION
750	580+00	763.55
	582+00	762.69
	584+20	763.29
	585+50	764.10

765	GATTIS SCHOOL ROAD CROSS SLOPES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
760	41+50	-2.00%
	43+50	-1.52%
	44+60	-1.52%
	45+00	1.25%
	46+00	-2.00%
	46+50	-1.57%
		-2.00%
755	BEGIN PROFILE P X GRIMES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
750	580+00	-1.69%
	580+60	-0.33%
	582+00	-1.52%
	583+10	-1.52%
	584+20	-1.91%
	585+50	-2.54%
		1.88%
750	MATCH EXISTING CROSS SLOPE AND ELEVATION	
	STATION	ELEVATION
750	580+00	763.55
	582+00	762.69
	584+20	763.29
	585+50	764.10

765	GATTIS SCHOOL ROAD CROSS SLOPES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
760	41+50	-2.00%
	43+50	-1.52%
	44+60	-1.52%
	45+00	1.25%
	46+00	-2.00%
	46+50	-1.57%
		-2.00%
755	BEGIN PROFILE P X GRIMES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
750	580+00	-1.69%
	580+60	-0.33%
	582+00	-1.52%
	583+10	-1.52%
	584+20	-1.91%
	585+50	-2.54%
		1.88%
750	MATCH EXISTING CROSS SLOPE AND ELEVATION	
	STATION	ELEVATION
750	580+00	763.55
	582+00	762.69
	584+20	763.29
	585+50	764.10

765	GATTIS SCHOOL ROAD CROSS SLOPES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
760	41+50	-2.00%
	43+50	-1.52%
	44+60	-1.52%
	45+00	1.25%
	46+00	-2.00%
	46+50	-1.57%
		-2.00%
755	BEGIN PROFILE P X GRIMES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
750	580+00	-1.69%
	580+60	-0.33%
	582+00	-1.52%
	583+10	-1.52%
	584+20	-1.91%
	585+50	-2.54%
		1.88%
750	MATCH EXISTING CROSS SLOPE AND ELEVATION	
	STATION	ELEVATION
750	580+00	763.55
	582+00	762.69
	584+20	763.29
	585+50	764.10

765	GATTIS SCHOOL ROAD CROSS SLOPES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
760	41+50	-2.00%
	43+50	-1.52%
	44+60	-1.52%
	45+00	1.25%
	46+00	-2.00%
	46+50	-1.57%
		-2.00%
755	BEGIN PROFILE P X GRIMES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
750	580+00	-1.69%
	580+60	-0.33%
	582+00	-1.52%
	583+10	-1.52%
	584+20	-1.91%
	585+50	-2.54%
		1.88%
750	MATCH EXISTING CROSS SLOPE AND ELEVATION	
	STATION	ELEVATION
750	580+00	763.55
	582+00	762.69
	584+20	763.29
	585+50	764.10

765	GATTIS SCHOOL ROAD CROSS SLOPES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
760	41+50	-2.00%
	43+50	-1.52%
	44+60	-1.52%
	45+00	1.25%
	46+00	-2.00%
	46+50	-1.57%
		-2.00%
755	BEGIN PROFILE P X GRIMES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
750	580+00	-1.69%
	580+60	-0.33%
	582+00	-1.52%
	583+10	-1.52%
	584+20	-1.91%
	585+50	-2.54%
		1.88%
750	MATCH EXISTING CROSS SLOPE AND ELEVATION	
	STATION	ELEVATION
750	580+00	763.55
	582+00	762.69
	584+20	763.29
	585+50	764.10

765	GATTIS SCHOOL ROAD CROSS SLOPES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
760	41+50	-2.00%
	43+50	-1.52%
	44+60	-1.52%
	45+00	1.25%
	46+00	-2.00%
	46+50	-1.57%
		-2.00%
755	BEGIN PROFILE P X GRIMES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
750	580+00	-1.69%
	580+60	-0.33%
	582+00	-1.52%
	583+10	-1.52%
	584+20	-1.91%
	585+50	-2.54%
		1.88%
750	MATCH EXISTING CROSS SLOPE AND ELEVATION	
	STATION	ELEVATION
750	580+00	763.55
	582+00	762.69
	584+20	763.29
	585+50	764.10

765	GATTIS SCHOOL ROAD CROSS SLOPES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
760	41+50	-2.00%
	43+50	-1.52%
	44+60	-1.52%
	45+00	1.25%
	46+00	-2.00%
	46+50	-1.57%
		-2.00%
755	BEGIN PROFILE P X GRIMES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
750	580+00	-1.69%
	580+60	-0.33%
	582+00	-1.52%
	583+10	-1.52%
	584+20	-1.91%
	585+50	-2.54%
		1.88%
750	MATCH EXISTING CROSS SLOPE AND ELEVATION	
	STATION	ELEVATION
750	580+00	763.55
	582+00	762.69
	584+20	763.29
	585+50	764.10

765	GATTIS SCHOOL ROAD CROSS SLOPES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
760	41+50	-2.00%
	43+50	-1.52%
	44+60	-1.52%
	45+00	1.25%
	46+00	-2.00%
	46+50	-1.57%
		-2.00%
755	BEGIN PROFILE P X GRIMES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
750	580+00	-1.69%
	580+60	-0.33%
	582+00	-1.52%
	583+10	-1.52%
	584+20	-1.91%
	585+50	-2.54%
		1.88%
750	MATCH EXISTING CROSS SLOPE AND ELEVATION	
	STATION	ELEVATION
750	580+00	763.55
	582+00	762.69
	584+20	763.29
	585+50	764.10

765	GATTIS SCHOOL ROAD CROSS SLOPES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
760	41+50	-2.00%
	43+50	-1.52%
	44+60	-1.52%
	45+00	1.25%
	46+00	-2.00%
	46+50	-1.57%
		-2.00%
755	BEGIN PROFILE P X GRIMES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
750	580+00	-1.69%
	580+60	-0.33%
	582+00	-1.52%
	583+10	-1.52%
	584+20	-1.91%
	585+50	-2.54%
		1.88%
750	MATCH EXISTING CROSS SLOPE AND ELEVATION	
	STATION	ELEVATION
750	580+00	763.55
	582+00	762.69
	584+20	763.29
	585+50	764.10

765	GATTIS SCHOOL ROAD CROSS SLOPES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
760	41+50	-2.00%
	43+50	-1.52%
	44+60	-1.52%
	45+00	1.25%
	46+00	-2.00%
	46+50	-1.57%
		-2.00%
755	BEGIN PROFILE P X GRIMES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
750	580+00	-1.69%
	580+60	-0.33%
	582+00	-1.52%
	583+10	-1.52%
	584+20	-1.91%
	585+50	-2.54%
		1.88%
750	MATCH EXISTING CROSS SLOPE AND ELEVATION	
	STATION	ELEVATION
750	580+00	763.55
	582+00	762.69
	584+20	763.29
	585+50	764.10

765	GATTIS SCHOOL ROAD CROSS SLOPES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
760	41+50	-2.00%
	43+50	-1.52%
	44+60	-1.52%
	45+00	1.25%
	46+00	-2.00%
	46+50	-1.57%
		-2.00%
755	BEGIN PROFILE P X GRIMES	
	STATION	SLOPE - LEFT/SLOPE - RIGHT
750	580+00	-1.69%
	580+60	-0.33%
	582+00	-1.52%
	583+10	-1.52%
	584+20	-1.91%
	585+50	-2.54%
		1.88%
750	MATCH EXISTING CROSS SLOPE AND ELEVATION	
	STATION	ELEVATION
750	580+00	763.55

EXHIBIT D

Parcels 8 & 9

DEED

Gattis School Road Ph. 3 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, RANDALL'S FOOD & DRUG, 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, all that certain tract of 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 those certain two parcels of land totaling 0.150 acre (6,519 square foot) out of and situated in the Asa Thomas Survey, Abstract No. 609 in Williamson County, Texas; more fully described in Exhibit "A", attached hereto and incorporated herein (**Parcel 8**); and

All of that certain 0.201acre (8,750 square foot) tract of land out of and situated in the Asa Thomas Survey, Abstract No. 609 in Williamson County, Texas; more fully described in Exhibit "B", attached hereto and incorporated herein (**Parcel 9**).

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 Exhibits "A-B" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Those exceptions set forth on Exhibit "C," which is attached hereto and incorporated herein;

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; and

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 or AW Grimes Blvd.

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, subject to the reservations contained herein, 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.

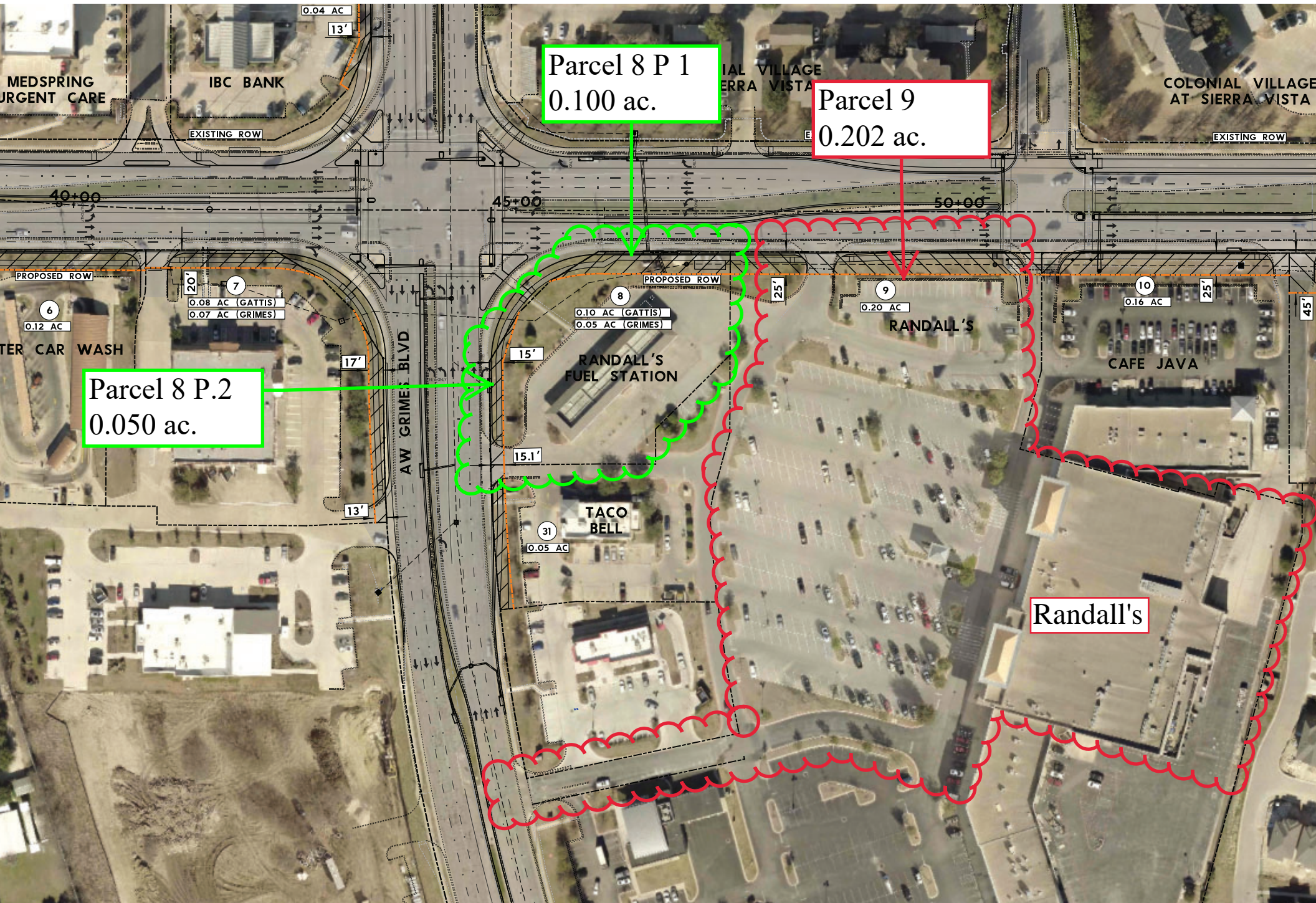
[signature page follows]

Exhibit A

Exhibit B

Exhibit C

Title Exceptions.





City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider an ordinance changing the name of a portion of E. Bagdad Avenue to McNeil Road. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 10/8/2020

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A

Department: Transportation Department

Text of Legislative File 2020-0286

As the Transportation Department continues work the downtown master plan, a portion of E. Bagdad Ave. right-of-way east of Burnet St., has been realigned to meet McNeil Rd. This realignment necessitates the need to rename a portion of E. Bagdad Ave. between Burnet St. and S. Georgetown St. to McNeil Rd. There are no current properties that address off of this portion of roadway.

ORDINANCE NO. O-2020-0286

AN ORDINANCE CHANGING THE NAME OF E. BAGDAD AVENUE TO MCNEIL ROAD; PROVIDING A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

I.

That a portion of the street now known as E. Bagdad Avenue, as shown on Exhibit "A", is hereby changed to McNeil Road.

II.

All references to this street name in The Code of Ordinances (2018 Edition), City of Round Rock, Texas, are hereby amended to reflect said change.

III.

All existing speed zones and traffic control signs on this street are hereby amended to reflect this change of name.

IV.

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.

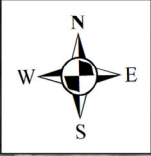
READ, APPROVED and ADOPTED on second reading this the _____ day of _____, 2020.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"





City of Round Rock

Agenda Item Summary

Agenda Number: H.2

Title: Consider an ordinance designating the intersections of Main Street and Georgetown Street and McNeil Road and Burnet Street as all-way stop intersections. (First Reading)(Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 10/8/2020

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Ordinance

Department: Transportation Department

Text of Legislative File 2020-0282

An Ordinance Amending the traffic code by designating the following intersections as all-way stop intersections: Main Street and Georgetown Street and McNeil Road and Burnet Street.

ORDINANCE NO. O-2020-0282

AN ORDINANCE AMENDING THE TRAFFIC CODE BY DESIGNATING THE FOLLOWING INTERSECTIONS AS ALL-WAY STOP INTERSECTIONS: MAIN STREET AND GEORGETOWN STREET, AND MCNEIL ROAD AND BURNET STREET; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

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

I.

That pursuant to Chapter 42, Section 42-223, Code of Ordinances (2018 Edition), City of Round Rock, Texas, the below described intersections are hereby designated as all-way stop intersections:

- 1) Main Street and Georgetown Street
- 2) McNeil Road and Burnet Street

II.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

READ and **APPROVED** on first reading this the _____ day of _____, 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



City of Round Rock

Agenda Item Summary

Agenda Number: H.3

Title: Consider an ordinance amending Chapter 42, Section 42-129, Code of Ordinances (2018 Edition) to authorize a temporary construction speed zone on a portion of the IH-35 northbound frontage road from Grand Avenue Parkway to SH 45N. (First Reading)(Requires Two Readings)

Type: Ordinance

Governing Body: City Council

Agenda Date: 10/8/2020

Dept Director: Gary Hudder, Transportation Director

Cost:

Indexes:

Attachments: Ordinance

Department: Transportation Department

Text of Legislative File 2020-0283

TxDOT has an upcoming project along IH 35 Northbound Frontage Road with limits from SH45N to Grand Avenue Parkway (CSJ: 0015-10-063) that has just initiated construction. For the duration of the construction, TxDOT requests a resolution from the City supporting a temporary construction speed zone and temporary reduction in posted speed limit along the Northbound Frontage Road within the City's jurisdiction from 55 mph to 45 mph. The temporary speed limit would be in effect for the duration of the project. TxDOT will notify the City when the project is complete.

ORDINANCE NO. 2020-0283

AN ORDINANCE AMENDING CHAPTER 42, SECTION 42-129, CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, ADOPTING A TEMPORARY CONSTRUCTION SPEED ZONE FOR A PORTION OF THE IH-35 NORTHBOUND FRONTAGE ROAD FROM GRAND AVENUE PARKWAY TO SH 45N; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, Section 545.352 of the Texas Transportation Code establishes prima facie reasonable and prudent speed limits for streets and highways situated in the state of Texas, and

WHEREAS, Section 545.356(b) of the Texas Transportation Code gives the governing body of a municipality the same authority as the Texas Transportation Commission to alter prima facie speed limits when a highway is under repair, construction or maintenance, and

WHEREAS, Chapter 2, Section 3 of the *Procedures for Establishing Speed Zones* adopted by the Texas Transportation Commission states that normal speed studies are not required on sections of a highway under construction, and

WHEREAS, construction will soon commence for the TxDOT Mobility 35 Corridor Project on a portion of the IH-35 northbound frontage road, Now Therefore

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

l.

That Chapter 42, Section 42-129, Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended to add subsection (f) which shall read as follows:

1 **42-129. Temporary construction speed zones.**

- 2
3 (f) During construction of the TXDOT Mobility 35 Corridor Project ("Project"), the temporary
4 maximum prima facie speed limit on a portion of the IH-35 northbound frontage road
5 within the City's jurisdiction from Grand Avenue Parkway (MP 1.142) to SH 45N (MP
6 3.147), shall be reduced from fifty-five (55) miles per hour to forty-five (45) miles per hour.
7 This temporary speed limit shall expire upon completion of the Project.
8

9 **II.**

10 **A.** All ordinances, parts of ordinances, or resolutions in conflict herewith are
11 expressly repealed.

12 **B.** The invalidity of any section or provision of this ordinance shall not
13 invalidate other sections or provisions thereof.

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

20 **READ** and **APPROVED** on first reading this the _____ day of
21 _____, 2020.

22 **READ, APPROVED** and **ADOPTED** on second reading this the _____ day of
23 _____, 2020.

24
25 _____
26 CRAIG MORGAN, Mayor
27 City of Round Rock, Texas
28

29 ATTEST:
30

31 _____
32 SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: H.4

Title: Consider public testimony regarding, and an ordinance rezoning 0.27 acres of land located at the northeast corner of McNeil Road and N. Lewis Street from the MU-L (Mixed-Use Limited) zoning district to the MU-2 (Mixed-Use Downtown Medium Density) zoning district. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 10/8/2020

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A, Aerial Photo, Vicinity Map with surrounding zoning

Department: Planning and Development Services Department

Text of Legislative File 2020-0284

The property was zoned as MU-L (Mixed-Use Limited) in 2013. This rezoning to the MU-2 (Mixed-Use Downtown Medium Density) district was requested by the owner, Brent Campbell. The Future Land Use Map 2030 designates the property as Downtown Mixed Use. Both the MU-L (Mixed-Use Limited) and MU-2 (Mixed-Use Downtown Medium Density) districts were adopted in 2013, following the Downtown Master Plan process. Mixed-use districts combine residential and commercial development. The MU-L district requires structures that are single-family residential in style, with only one entrance facing the street. Buildings must comply with residential historic guidelines and commercial uses are limited in type and size. The MU-2 district requires a primary façade facing each street and the district's building design standards must be met. A wider variety and size of commercial uses are allowed.

McNeil Road has been extended from Burnet Street to Georgetown Street, with improvements also being made to Georgetown Street south of Main Street. In addition, Lewis Street has been extended from the new section of McNeil Road to Main Street. The McNeil Road extension serves as a bypass road for downtown, intended to improve traffic flow, reduce travel times, and reduce accidents, while providing better connectivity. It also changes the development potential for this property and others. Although there will be no driveways along the McNeil Road frontage, the anticipated level of traffic will make these properties

more suitable for the uses and development standards of the MU-2 zoning district. The Planning and Zoning Commission held a public hearing and voted 8-0 to recommend approval of the rezoning at their meeting on September 2, 2020. There were no speakers at the public hearing.

ORDINANCE NO. O-2020-0284

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE I, SECTION 2-2(b)(1), CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE 0.27 ACRES OF LAND, OUT OF THE WILEY HARRIS SURVEY, ABSTRACT NO. 298 IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, FROM DISTRICT MU-L (MIXED-USE LIMITED) TO DISTRICT MU-2 (MIXED-USE DOWNTOWN MEDIUM DENSITY); AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend the Official Zoning Map to rezone 0.27 acres of land, out of Wiley Harris Survey, Abstract No. 298, in Round Rock, Williamson County, Texas, being more fully described in Exhibit "A" attached hereto, from District MU-L (Mixed-Use Limited) to District MU-2 (Mixed-Use Downtown Medium Density), and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on the 2nd day of September, 2019, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the property described in Exhibit "A" be zoned District MU-2 (Mixed-Use Downtown Medium Density), and

WHEREAS, on the 8th day of October, 2020, after proper notification, the City Council held a public hearing on the requested amendment, and

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Zoning and Development Code, Chapter 10, Article I, Section 10-2 and Article IV, Section 10-21, Code of Ordinances (2018 Edition), City of Round Rock, Texas concerning public notices, hearings, consideration, findings, and other procedural matters has been fully complied with, Now Therefore

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

I.

That the City Council has considered and hereby makes the following findings regarding this amendment:

1. It is consistent with the general plan;
2. It is compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood;
3. The affected property is suitable for uses that are and would be permitted by District MU-2 (Mixed-Use Downtown Medium Density); and
4. Water, wastewater, and stormwater facilities are suitable and adequate and are available for the permitted uses in District MU-2 (Mixed-Use Downtown Medium Density).

II.

That the Official Zoning Map adopted in Zoning and Development Code, Chapter 2, Article I, Section 2-2(b)(1), Code of Ordinances (2018 Edition), City of Round Rock,

Texas, is hereby amended so that the zoning classification of the property described in Exhibit "A" is hereafter designated as District MU-2 (Mixed-Use Downtown Medium Density).

III.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this ____ day of _____, 2020.

Alternative 2.

READ and APPROVED on first reading this the ____ day of _____, 2020.

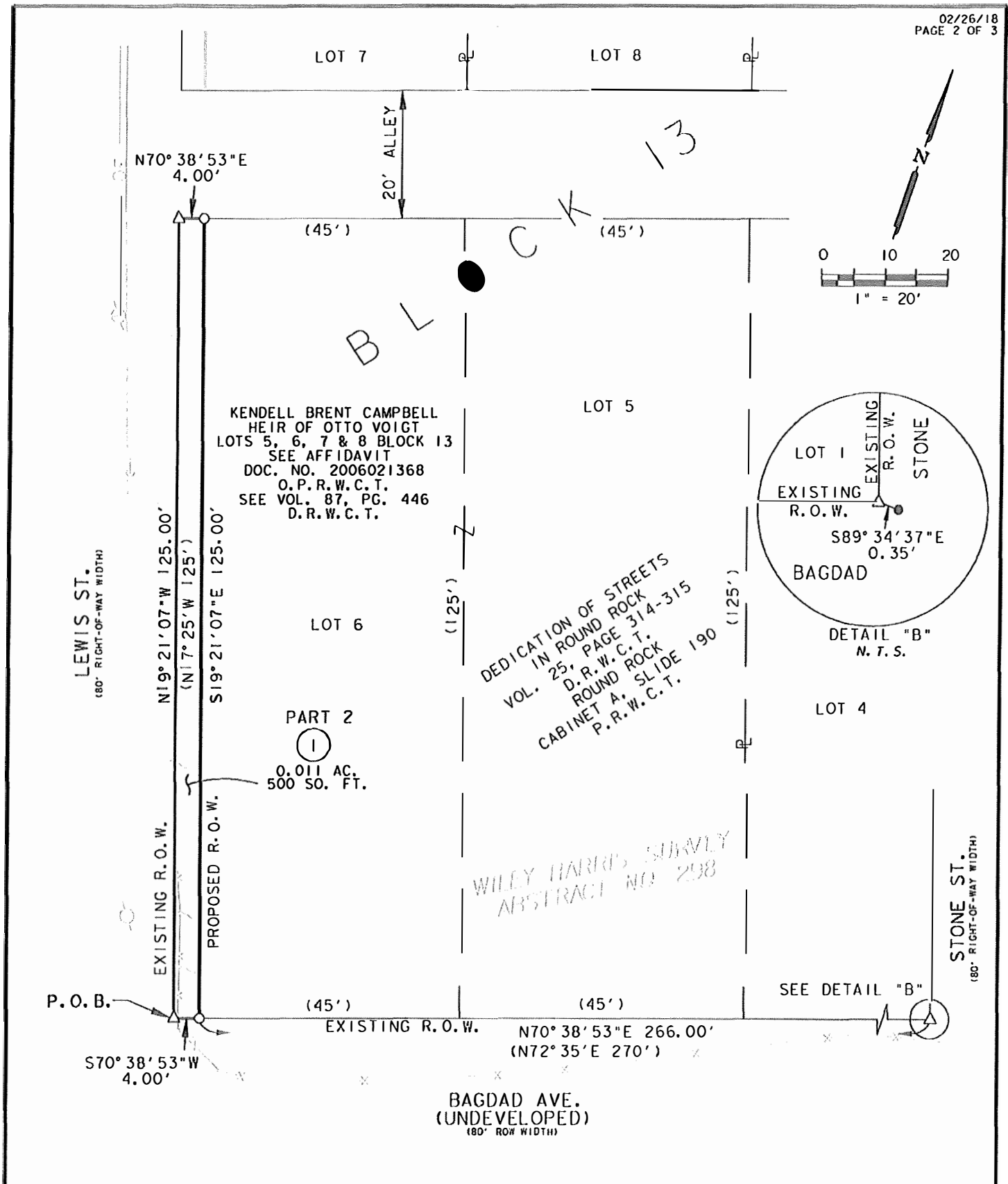
READ, APPROVED and ADOPTED on second reading this the ____ day of _____, 2020.


CRAIG MORGAN, Mayor
City of Round Rock, Texas

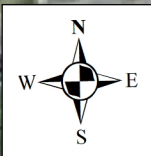
ATTEST:

SARA L. WHITE, City Clerk

02/26/18
PAGE 2 OF 3



 <p style="text-align: center;">INLAND U GEODETICS</p> <p style="text-align: center;">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</p>	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 10px;"> PARCEL PLAT SHOWING PROPERTY OF KENDELL BRENT CAMPBELL </div> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 5px;">SCALE 1" = 20'</td> <td style="width: 33%; padding: 5px;">PROJECT MCNEIL RD.</td> <td style="width: 33%; padding: 5px;">COUNTY WILLIAMSON</td> </tr> </table> <div style="text-align: right; margin-top: 20px; font-size: 1.2em;"> PARCEL 1 PART 2 </div>	SCALE 1" = 20'	PROJECT MCNEIL RD.	COUNTY WILLIAMSON
SCALE 1" = 20'	PROJECT MCNEIL RD.	COUNTY WILLIAMSON		



N Lewis St

E Main St

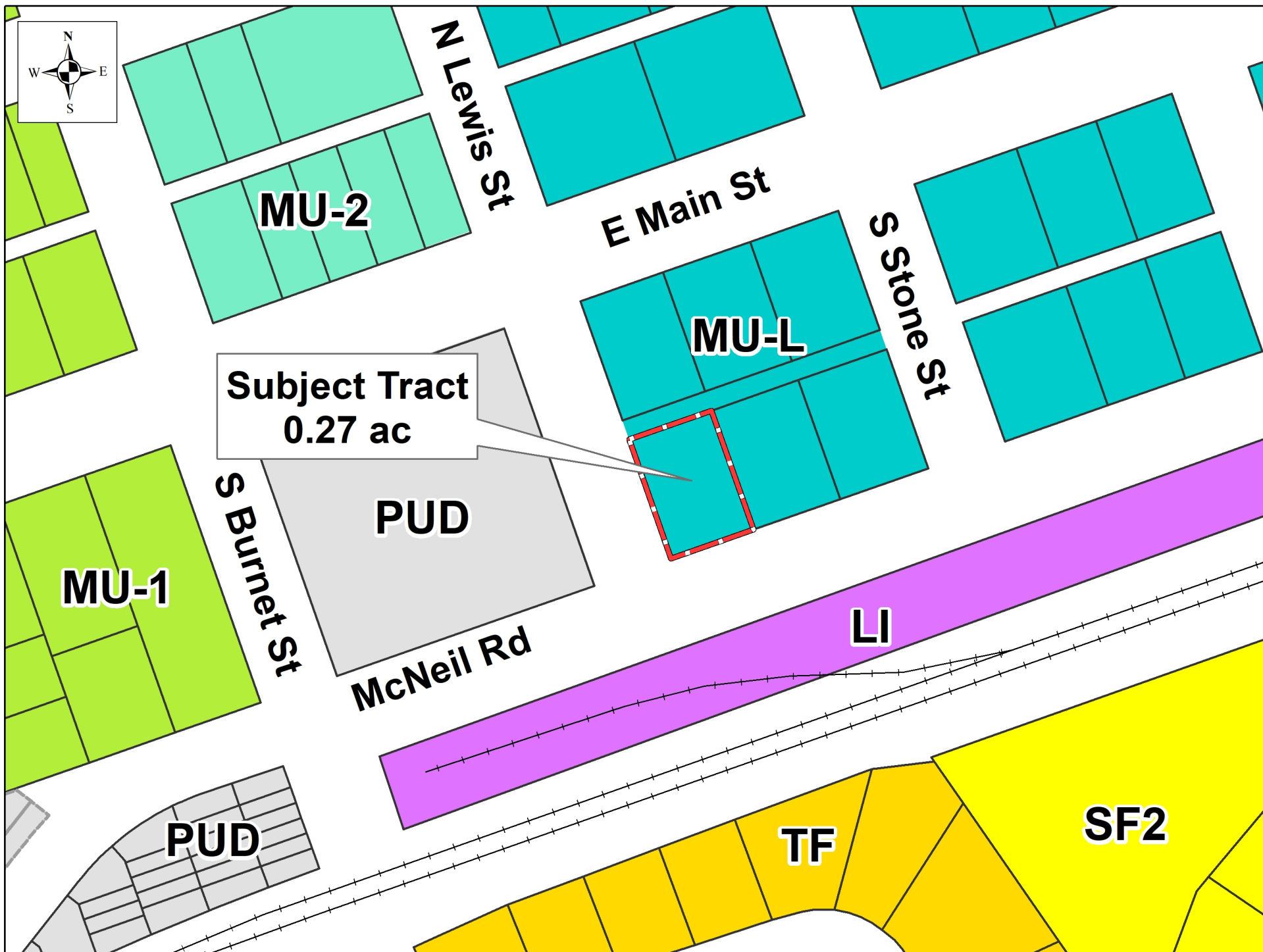
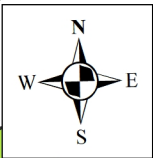
S Stone St

Subject Tract
0.27 ac

S Burnet St

McNeil Rd





MU-2

N Lewis St

E Main St

S Stone St

MU-L

**Subject Tract
0.27 ac**

PUD

S Burnet St

MU-1

McNeil Rd

LI

PUD

TF

SF2



City of Round Rock

Agenda Item Summary

Agenda Number: H.5

Title: Consider an ordinance amending the City of Round Rock Design and Construction Standards-Drainage Criteria Manual, Section 2-Determination of Storm Runoff. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 10/8/2020

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2020-0271

The National Oceanic and Atmospheric Administration (NOAA) of the US Department of Commerce published Volume 11 of the Precipitation-Frequency Atlas of the United States (Atlas 14) in September 2018 containing new rainfall estimates for the State of Texas; these new estimates are commonly referred to as "NOAA Atlas 14" or just simply "Atlas 14".

Atlas 14 indicates higher rainfall intensities in storm events in portions of Texas than previous data. For example, for a 24-hour 1% Annual Chance rainfall in the Round Rock area, Atlas 14 indicates about 2 inches more rainfall than previous data. Overall, the annual rainfall in the Round Rock area is not changing, but the estimates of the rainfall amounts corresponding to storms of various probability are increased according to Atlas 14.

AECOM was retained in the summer of 2019 to review Atlas 14 and to make recommendations to the City. AECOM believes that Atlas 14 is now the best available rainfall data and recommended that the City adopt it for use in hydrologic designs and analyses. Many agencies and entities have already adopted the use of Atlas 14 including Williamson County, the City of Austin, and TxDot. Therefore, City Staff now believes that it would be irresponsible not to incorporate the Atlas 14 rainfall estimates into hydrologic designs and analyses until such time as newer and better rainfall data become available.

This ordinance will remove rainfall specifics from the Storm Runoff Determination section of the Drainage Criteria Manual (DCM) and amend other rainfall-related portions of the DCM. Rainfall data (now Atlas 14) and instructions for its use will be contained in a separate document issued and

amended by the Utilities & Environmental Services Director. City Staff conducted meetings with various stakeholders to discuss Atlas 14 and how its use will result in increases to future floodplain determinations and infrastructure sizing, and also to express the City's opinion that use of the data is the responsible action. City Staff recommends approval of the DCM amendments.

ORDINANCE NO. O-2020-0271

AN ORDINANCE AMENDING THE “CITY OF ROUND ROCK DESIGN AND CONSTRUCTION STANDARDS - DRAINAGE CRITERIA MANUAL” ADOPTED BY ORDINANCE NO. G-04-12-16-13A1 BY AMENDING SECTION 2 “DETERMINATION OF STORM RUNOFF”; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

I.

That the “City of Round Rock Design and Construction Standards - Drainage Criteria Manual,” Section 2 entitled “Determination of Storm Runoff,” is hereby amended and same is attached hereto as Exhibit “A,” and made a part hereof as if fully set out in this ordinance.

II.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

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"

SECTION 2 – DETERMINATION OF STORM RUNOFF

Table of Contents

SECTION 2 – DETERMINATION OF STORM RUNOFF Table- of -Contents...	2-1
2.1.0 GENERAL.....	2-2
2.2.0 EFFECTS OF URBANIZATION	2-2
2.2.1 Design Assumption F <u>f</u> or Stormflow Analysis.....	2-2
2.3.0 METHOD OF ANALYSIS	2-3
2.4.0 RATIONAL METHOD	2-4
2.4.1 Runoff Coefficient (C).....	2-5
2.4.2 Time of Concentration	2- 6 <u>8</u>
2.4.3 Rainfall Intensity.....	2- 10 <u>11</u>
2.4.4 Drainage Area (A)	2- 12 <u>11</u>
2.4.5 Variable Rainfall Intensity Method	2-14
2.5.0 SOIL <u>NATURAL RESOURCES</u> CONSERVATION SERVICE METHODS	2- 19 <u>14</u>
2.5.1 Austin Three (3) Hour Storm Rainfall Distributions	2- 20 <u>15</u>
2.5.2 Soil Natural Resources Conservation Service Runoff Curve Numbers	2- 20 <u>15</u>
2.5.3 Time of Concentration	2- 31 <u>20</u>
2.5.4 Peak Flow Calculation	2-31
2.6.0 SUPPLEMENTAL SECTION: SOIL CONSERVATION SERVICE METHODS	2-33
2.6.1 Rainfall Runoff Relationship	2-33
2.6.2 Soil Conservation Service Dimensionless Unit Hydrograph	2-34

Drainage Criteria Manual

SECTION 2 - DETERMINATION OF STORM RUNOFF

SECTION 2 - DETERMINATION OF STORM RUNOFF

2.1.0 GENERAL

If continuous records of the amounts of runoff from urban areas were as readily available as records of precipitation, they would provide the best source of data on which to base the design of storm drainage and flood protection systems. Unfortunately, such records are available in very few areas in sufficient quantity to permit an accurate prediction of the stormwater runoff. The accepted practice, therefore, is to relate runoff to rainfall, thereby providing a means for predicting the amount of runoff to be expected from urban watersheds at given recurrence intervals.

Numerous methods of rainfall runoff computations are available on which the design of storm drainage systems may be based. The method chosen is dependent upon the Engineer's technical familiarity and the size of the area to be analyzed. ~~Within~~ For the method chosen the Engineer will be responsible for making reasonable assumptions as to the development characteristics of the study area.

2.2.0 EFFECTS OF URBANIZATION

It has long been recognized that urban development has a pronounced effect on the rate of runoff from a given rainfall event. The hydraulic efficiency of a drainage area is generally ~~improved by~~ increased as a byproduct of urbanization which in effect reduces the storage capacity of a watershed. This reduction of a watershed's storage capacity is a direct result of the elimination of ~~porous pervious~~ surfaces, small ponds, and holding areas. This comes about by the grading and paving of building sites, streets, drives, parking lots, and sidewalks and by construction of buildings and other facilities characteristic of urban development. The result of the improved hydraulic efficiency is illustrated graphically in Figure 2-1 in Appendix B of this Manual, which is a plot of the runoff rate versus time for the same storm with two different stages of watershed development.

2.2.1 Design Assumptions ~~For~~for Stormflow Analysis

- A. When analyzing an area for channel design purposes, urbanization of the full watershed without detention ponds shall be assumed (except as noted in paragraph E. below). Zoning maps, future land use maps, and master plans should be used as aids in establishing the anticipated surface character of the ultimate development. The selection of design runoff coefficients and/or percent impervious cover factors are explained in the following discussions of runoff calculation.
- B. An exception to paragraph A. above may be granted if the channel is immediately downstream of a regional detention pond and written approval is obtained from the City Engineer Director of the Utilities and Environmental Services Department (hereinafter, the "UES Director").

- C. In designing a storm sewer system within a residential subdivision, full development of adjoining and interior tracts without detention must be assumed.
- D. In designing a storm sewer system within a commercial or multifamily subdivision, ~~25-year~~ stormflows can, at the Engineer's discretion, reflect the flow reduction anticipated by future detention ponds. This applies exclusively to the flows generated by those properties contained within the subdivision. Provisions for conveyance of the 1% annual chance (100-year) undetained flows within the right-of-way or drainage easements still apply (See Section 1.2.2CB).
- E. In the event the Engineer desires to incorporate the flow reduction benefits of existing upstream detention ponds, the following field investigations and hydrologic analysis will be required: (Please note that under no circumstances will the previously approved construction plans of the upstream ponds suffice as an adequate analysis. While the responsibility of the individual site or subdivision plans rests with the Engineer of record, any subsequent engineering analysis must assure that all the incorporated ponds work collectively.)
 - 1. A field survey of the existing physical characteristics of both the outlet structure and ponding volume. Any departure from the original Engineer's design must be accounted for. If a dual use for the detention pond exists, (e.g., storage of equipment) then this too should be accounted for.
 - 2. A comprehensive hydrologic analysis which simulates the attenuation of the contributing area ponds. This should not be limited to a linear additive analysis but rather a network of hydrographs which considers incremental timing of discharge and potential coincidence of outlet peaks.
- 2.F. For new developments on undeveloped properties that are included within a preliminary plat approved by the City after December 31, 2004 and prior to September 1, 2020 for which drainage infrastructure has been comprehensively designed and constructed for the approved preliminary plat area, the Engineer of Record will be required to use the RAI_n for on-site runoff conveyance design. For these cases, where the existing system(s) may not completely accommodate the proposed design runoff to the City drainage standards when calculated by the RAI_n, the City may still administratively approve the design as long as adverse flooding is not caused for the subject site or other landowners. Adverse flooding in this context will refer to flooding that causes identifiable damage to buildings or vehicles, or that harms people.

2.3.0 METHOD OF ANALYSIS

Numerous methods of rainfall-runoff computation are available on which the design of storm drainage and flood control systems may be based. The Rational Method ~~and the Variable Rainfall Intensity Method are accepted~~ is acceptable as adequate for drainage areas totaling 100 acres or less; ~~however, its use may be more problematic for the Engineer when Times of Concentration exceed 15 minutes and/or when complex hydrologic routing is required.~~ For larger drainage ~~systems areas~~, the ~~Austin Standard Method or the Soil Natural Resource Conservation Service (NRCS) hydrologic methods (available in TR-20, HEC-1 or the Tabular/Graphical methods)~~ should be used. Alternate methods of analysis may be used, provided any such alternate method has been generally accepted within the engineering community, is properly justified, and is approved by the UES Director. The

method of analysis must remain consistent when drainage areas are combined and the method which applies to the largest combined drainage area should be used. ~~Table 2-1 is to be used as a guide in determining some of the applicable methods for calculating storm runoff. The Engineer can use other methods but must have their acceptability approved by the City Engineer.~~

Table 2-1 Storm Runoff Calculation Methods	
Contributing Area	Runoff Methods
Less than 100 Acres	Rational or VRIM¹ SCS Tabular/Graphical²
100 Acres-400 Acres	SCS Tabular/Graphical⁵ TR-20, HEC-1 or HEC-HMS
Greater than 400 Acres	SCS TR-20, HEC-1 or HEC-HMS
1. VRIM, Variable Rainfall Intensity Method in Section 2.4.5 2. SCS, Tabular/Graphical and TR-20 Methods in Section 2.6.4 3. It is recommended that the hand-calculated SCS Tabular Method not be used for areas greater than four hundred (400) acres due to the rigorous nature of the calculations and likelihood of error	
Source: City of Austin, Watershed Engineering Division	

2.4.0 RATIONAL METHOD

The Rational Method is based on the direct relationship between rainfall and runoff, and is expressed by the following equation:

$$Q_p = CiA \quad (\text{Eq. 2-1})$$

Where:

Q_p is defined as the peak runoff in cubic feet per second. Actually, Q_p is in units of inches per hour per acre. Since this rate of in/hr/ac differs from cubic feet per second by less than one (1) percent (1 in/hr/ac = 1.008 cfs), the more common units of cfs are used.

C is the coefficient of runoff representing the ratio of peak runoff rate " Q_p " to average rainfall intensity rate "i" for a specified area "A".

i is the average intensity of rainfall in inches per hour for a period of time equal to the time of concentration (t_c) for the drainage area to the point under consideration.

A is the area in acres contributing runoff to the point of design.

The following basic assumptions are associated with the Rational Method:

- A. The storm duration is equal to the time of concentration.
- B. The computed peak rate of runoff ~~to~~ at the design point is a function of the average rainfall rate during the time of concentration ~~to~~ at that point.
- C. The return period or frequency of the computed peak flow is the same as that for the design storm.
- D. The necessary basin characteristics can be identified and the runoff coefficient does not vary during a storm.
- E. Rainfall intensity is constant during the storm duration and spatially uniform for the area under analysis.

2.4.1 Runoff Coefficient (C)

The proportion of the total rainfall that will reach the drainage system depends on the imperviousness of the surface and the slope and ponding characteristics of the area. Impervious surfaces, such as asphalt pavements and roofs of buildings, will be subject to approximately one hundred (100) percent runoff (regardless of the slope). On-site inspections and aerial photographs may prove valuable in estimating the nature of the surfaces within the drainage area.

The runoff coefficient "C" in the Rational Formula is also dependent on the character of the soil. The type and condition of the soil determines its ability to absorb precipitation. The rate at which a soil absorbs precipitation generally decreases as the rainfall continues for an extended period of time. The soil infiltration rate is influenced by the presence of soil moisture (antecedent precipitation), the rainfall intensity, the proximity of the ground water table, the degree of soil compaction, the porosity of the subsoil, and ground slopes.

It should be noted that the runoff coefficient "C" is the variable of the Rational Method which is least susceptible to precise determination. A reasonable coefficient must be chosen to represent the integrated effects of infiltration, detention storage, evaporation, retention, flow routing and interception, all of which affect the time distribution and peak rate of runoff.

Table 2-21 presents recommended ranges for "C" values based on specific land use types.

TABLE 2- 1
RATIONAL METHOD RUNOFF COEFFICIENTS FOR COMPOSITE ANALYSIS
Runoff Coefficient (C)

<u>Character of Surface</u>	<u>Return Period</u>						
	<u>2 Years</u>	<u>5 Years</u>	<u>10 Years</u>	<u>25 Years</u>	<u>50 Years</u>	<u>100 Years</u>	<u>500 Years</u>
<u>DEVELOPED</u>							
<u>Asphaltic</u>	<u>0.73</u>	<u>0.77</u>	<u>0.81</u>	<u>0.86</u>	<u>0.90</u>	<u>0.95</u>	<u>1.00</u>
<u>Concrete</u>	<u>0.75</u>	<u>0.80</u>	<u>0.83</u>	<u>0.88</u>	<u>0.92</u>	<u>0.97</u>	<u>1.00</u>
<u>Grass Areas</u> <u>(Lawns, Parks, etc.)</u>							
<u>Poor Condition*</u>							
<u>Flat, 0-2%</u>	<u>0.32</u>	<u>0.34</u>	<u>0.37</u>	<u>0.40</u>	<u>0.44</u>	<u>0.47</u>	<u>0.58</u>
<u>Average, 2-7%</u>	<u>0.37</u>	<u>0.40</u>	<u>0.43</u>	<u>0.46</u>	<u>0.49</u>	<u>0.53</u>	<u>0.61</u>
<u>Steep, over 7%</u>	<u>0.40</u>	<u>0.43</u>	<u>0.45</u>	<u>0.49</u>	<u>0.52</u>	<u>0.55</u>	<u>0.62</u>
<u>Fair Condition**</u>							
<u>Flat, 0-2%</u>	<u>0.25</u>	<u>0.28</u>	<u>0.30</u>	<u>0.34</u>	<u>0.37</u>	<u>0.41</u>	<u>0.53</u>
<u>Average, 2-7%</u>	<u>0.33</u>	<u>0.36</u>	<u>0.38</u>	<u>0.42</u>	<u>0.45</u>	<u>0.49</u>	<u>0.58</u>
<u>Steep, over 7%</u>	<u>0.37</u>	<u>0.40</u>	<u>0.42</u>	<u>0.46</u>	<u>0.49</u>	<u>0.53</u>	<u>0.60</u>
<u>Good Condition***</u>							
<u>Flat, 0-2%</u>	<u>0.21</u>	<u>0.23</u>	<u>0.25</u>	<u>0.29</u>	<u>0.32</u>	<u>0.36</u>	<u>0.49</u>
<u>Average, 2-7%</u>	<u>0.29</u>	<u>0.32</u>	<u>0.35</u>	<u>0.39</u>	<u>0.42</u>	<u>0.46</u>	<u>0.56</u>
<u>Steep, over 7%</u>	<u>0.34</u>	<u>0.37</u>	<u>0.40</u>	<u>0.44</u>	<u>0.47</u>	<u>0.51</u>	<u>0.58</u>
<u>UNDEVELOPED</u>							
<u>Cultivated</u>							
<u>Flat, 0-2%</u>	<u>0.31</u>	<u>0.34</u>	<u>0.36</u>	<u>0.40</u>	<u>0.43</u>	<u>0.47</u>	<u>0.57</u>
<u>Average, 2-7%</u>	<u>0.35</u>	<u>0.38</u>	<u>0.41</u>	<u>0.44</u>	<u>0.48</u>	<u>0.51</u>	<u>0.60</u>
<u>Steep, over 7%</u>	<u>0.39</u>	<u>0.42</u>	<u>0.44</u>	<u>0.48</u>	<u>0.51</u>	<u>0.54</u>	<u>0.61</u>

TABLE 2- 1 (Continued)
RATIONAL METHOD RUNOFF COEFFICIENTS FOR COMPOSITE ANALYSIS
Runoff Coefficient (C)

<u>Character of Surface</u>	<u>Return Period</u>						
	<u>2 Years</u>	<u>5 Years</u>	<u>10 Years</u>	<u>25 Years</u>	<u>50 Years</u>	<u>100 Years</u>	<u>500 Years</u>
<u>Pasture/Range</u>							
Flat, 0-2%	<u>0.25</u>	<u>0.28</u>	<u>0.30</u>	<u>0.34</u>	<u>0.37</u>	<u>0.41</u>	<u>0.53</u>
Average, 2-7%	<u>0.33</u>	<u>0.36</u>	<u>0.38</u>	<u>0.42</u>	<u>0.45</u>	<u>0.49</u>	<u>0.58</u>
Steep, over 7%	<u>0.37</u>	<u>0.40</u>	<u>0.42</u>	<u>0.46</u>	<u>0.49</u>	<u>0.53</u>	<u>0.60</u>
<u>Forest/Woodlands</u>							
Flat, 0-7%	<u>0.22</u>	<u>0.25</u>	<u>0.28</u>	<u>0.31</u>	<u>0.35</u>	<u>0.39</u>	<u>0.48</u>
Average, 2-7%	<u>0.31</u>	<u>0.34</u>	<u>0.36</u>	<u>0.40</u>	<u>0.43</u>	<u>0.47</u>	<u>0.56</u>
Steep, over 7%	<u>0.35</u>	<u>0.39</u>	<u>0.41</u>	<u>0.45</u>	<u>0.48</u>	<u>0.52</u>	<u>0.58</u>
<u>Assumptions:</u>							
1. Composite "C" value for developed conditions ($C_{DEV} = IC_1 + (1-I)C_2$ where: <u>I = Impervious cover percentage (decimal value)</u> <u>C₁ = "C" value for impervious cover</u> <u>C₂ = "C" value for pervious cover</u>							
2. Maximum allowable impervious cover values may be limited by land use type; refer to applicable City of Round Rock Zoning and/or Development Ordinances							
<u>Notes</u>							
* Grass cover less than 50 percent of the area. ** Grass cover on 50 to 75 percent of the area. *** Grass cover greater than 75 percent of the area.							
Source: 1. Rossmiller, R.L. "The Rational Formula Revisited."							

2.4.2 Time of Concentration

The time of concentration is the time associated with the travel of runoff from an outer point which best represents the shape of the contributing areas for surface runoff to flow from the most remote point in the watershed to the point of interest. This applies to the most remote point in time, not necessarily the most remote point in distance. Runoff from a drainage area usually reaches a peak at the time when the entire area is contributing, in which case the time of concentration is the time for a drop of water to flow from the most remote point in the watershed to the point of interest. However, runoff may reach a peak prior to the time the entire drainage area is contributing if the area is irregularly shaped or if the land use characteristics differ significantly within the area. Sound engineering judgment should be used to determine a flow path representative of the drainage area and in the subsequent calculation of the time of concentration. The time of concentration to at any point in a storm drainage system is a combination of the sheet flow (overland), the shallow concentrated flow and the channel flow, which may include storm sewers drains. The minimum time of concentration for any drainage area shall be five (5) minutes. Additionally, the minimum slope used for calculation of sheet and shallow flow travel time components should be 0.005 feet per foot (0.5%). The preferred procedure for estimating time of concentration is the NRCS method as described in NRCS's Technical Release 55 (TR-55). This method is outlined below. The overall time of concentration is calculated as the sum of the sheet, shallow concentrated and channel flow travel times; note that there may be multiple shallow concentrated and/or channel segments depending on the nature of the flow path.

$$T_c = T_t(\text{sheet}) + T_t(\text{shallow concentrated}) + T_t(\text{channel}) \quad (\text{Eq. 2-2})$$

- A. **Sheet Flow.** Sheet flow is shallow flow over land surfaces, which usually occurs in the headwaters of streams. The Engineer should realize that sheet flow occurs for only very relatively short distances, especially in urbanized conditions. Urbanized areas are assumed to have sheet flow of three hundred (300) feet or less. For undeveloped conditions, sheet flow distances shall not exceed 300 feet; and sheet flow distances in excess of 150 feet may be relatively rare. Sheet Flow travel time for undeveloped conditions shall be calculated based on the surface characteristics prior to development, including any pre-existing impervious cover. Sheet flow distances for developed/urbanized conditions shall not exceed 150 feet, and typically should not exceed 100 feet except where adequate justification has been provided by the Engineer. Sheet Flow travel time for developed conditions shall be calculated based on the anticipated surface characteristics of the contemplated development, and the expected and/or existing surface characteristics of any contributing areas outside of the contemplated development. In some heavily urbanized drainage areas, sheet flow may essentially be non-existent in the headwater area. The following equation 2-2 has been developed for sheet flow of less than three hundred (300) feet. The NRCS TR-55 method employs Equation 2-3, which is a modified form kinematic wave equation, for the calculation of the Sheet Flow travel time.

$$t_c = \ln / (42s^{0.5}) \quad T_{t(\text{sheet})} = 0.42(nL)^{0.8} / \{(P_2)^{0.5}(s)^{0.4}\} \quad (\text{Eq. 2-23})$$

where,

$t_c = T_{t(\text{sheet})}$ = Time of concentration Sheet Flow travel time in minutes

L = Length of the reach in ft.

n = Manning's n (see [Table 2-32](#))

P_2 = 2-year, 24-hour rainfall in inches (from RAIn as discussed in [Section 2.4.3](#))

s = Slope of the ground in ft/ft

- B. **Shallow Concentrated Flow.** After a maximum length as discussed in A above, of three hundred (300) feet, sheet flow becomes collects in swales, small rills, and gullies and develops into shallow concentrated flow. Typically, shallow concentrated flow is not within well-defined channels and will have depths of 0.1 to 0.5 feet. The portion of the total time of concentration for due to shallow concentrated flows can be computed from Equations 2-34 and 2-5, which is as follows: These two equations are based on the solution of Manning's Equation with different assumptions for n (Manning's roughness coefficient) and r (hydraulic radius, ft.). For unpaved areas, n is 0.05 and r is 0.4; for paved areas, n is 0.025 and r is 0.2.

$$t_c = \frac{L^n}{(60s^{0.5})} \text{ Unpaved } T_{t(\text{shallow concentrated})} = \frac{L}{\{(60)(16.1345)(s)^{0.5}\}} \quad (\text{Eq. 2-34})$$

$$\text{Paved } T_{t(\text{shallow concentrated})} = \frac{L}{\{(60)(20.3282)(s)^{0.5}\}} \quad (\text{Eq. 2-5})$$

where,

$t_c = T_{t(\text{shallow concentrated})}$ = Time of concentration Shallow Concentrated Flow travel time in minutes

L = Length of the reach in ft.

~~n = Manning's n (see Table 2-3)~~

s = Slope of the Shallow Concentrated Flow path ground in ft/ft

- C. **Channel or Storm Sewer Flow.** The velocity in an open channel or a storm sewer drain not flowing full can be determined by using Manning's Equation. Channel velocities can also be determined by using backwater profiles. Usually For open channel flow, average flow velocity is usually determined by assuming a bank-full condition. Note that the channel flow component of the time of concentration may need to be divided into multiple segments in order to represent significant changes in channel characteristics. The details of using Manning's equation and selecting Manning's "n" values for channels can be obtained from [Section 6](#) of this Manual.

For full flow storm sewer drain flow under pressure conditions (pressure flow hydraulic grade line is higher than the lowest crown of a storm drain) the following equation should be applied:

$$V = Q/A \quad (\text{Eq. 2-46})$$

~~W~~where:

V = Average velocity, ft/s

Q = Design discharge, cfs

A = Cross-sectional area, ft²

<u>TABLE 2- 2</u> <u>MANNING'S "n" FOR SHEET</u> <u>(OVERLAND) FLOW</u>	
<u>Manning's "n"</u> ¹	<u>Surface Description</u>
<u>0.015</u>	<u>Concrete (rough or smoothed finish)</u>
<u>0.016</u>	<u>Asphalt</u>
<u>0.05</u>	<u>Fallow (no residue)</u>
<u>Cultivated Soils:</u>	
<u>0.06</u>	<u>Residue Cover ≤ 20%</u>
<u>0.17</u>	<u>Residue Cover > 20%</u>
<u>Grass:</u>	
<u>0.15</u>	<u>Short-grass prairie 100% vegetated ground cover with areas of heavy vegetation (parks, green- belts, riparian areas etc.) dense under- growth</u>
<u>0.24</u>	<u>Dense grasses²</u>
<u>0.41</u>	<u>Bermudagrass</u>
<u>0.13</u>	<u>Range (natural)</u>
<u>Woods:</u> ³	
<u>0.40</u>	<u>Light underbrush</u>
<u>0.80</u>	<u>Dense underbrush</u>
<u>Notes</u>	
¹ <u>The Manning's n values are a composite from information compiled by Engman (1986).</u>	
² <u>Includes species such as weeping lovegrass, bluegrass, buffalo grass, blue grama grass, and native grass mixtures.</u>	
³ <u>When selecting n, consider cover to a height of about 0.1 ft. This is the only part of the plant cover that will obstruct sheet flow.</u>	
<u>Source: City of Austin, Watershed Engineering Division</u>	

TABLE 2-2 RATIONAL METHOD RUNOFF COEFFICIENTS FOR COMPOSITE ANALYSIS Runoff Coefficient (C)							
Character of Surface	Return Period						
	2 Years	5 Years	10 Years	25 Years	50 Years	100 Years	500 Years
<i>DEVELOPED</i>							
Asphaltic	0.73	0.77	0.81	0.86	0.90	0.95	1.00
Concrete	0.75	0.80	0.83	0.88	0.92	0.97	1.00
<i>Grass Areas (Lawns, Parks, etc.)</i>							
<u>Poor Condition*</u>							
Flat, 0-2%	0.32	0.34	0.37	0.40	0.44	0.47	0.58
Average, 2-7%	0.37	0.40	0.43	0.46	0.49	0.53	0.61
Steep, over 7%	0.40	0.43	0.45	0.49	0.52	0.55	0.62
<u>Fair Condition**</u>							
Flat, 0-2%	0.25	0.28	0.30	0.34	0.37	0.41	0.53
Average, 2-7%	0.33	0.36	0.38	0.42	0.45	0.49	0.58
Steep, over 7%	0.37	0.40	0.42	0.46	0.49	0.53	0.60
<u>Good Condition***</u>							
Flat, 0-2%	0.21	0.23	0.25	0.29	0.32	0.36	0.49
Average, 2-7%	0.29	0.32	0.35	0.39	0.42	0.46	0.56
Steep, over 7%	0.34	0.37	0.40	0.44	0.47	0.51	0.58
<i>UNDEVELOPED</i>							
<u>Cultivated</u>							
Flat, 0-2%	0.31	0.34	0.36	0.40	0.43	0.47	0.57
Average, 2-7%	0.35	0.38	0.41	0.44	0.48	0.51	0.60
Steep, over 7%	0.39	0.42	0.44	0.48	0.51	0.54	0.61

TABLE 2-2 (Continued) RATIONAL METHOD RUNOFF COEFFICIENTS FOR COMPOSITE ANALYSIS Runoff Coefficient (C)							
Character of Surface	Return Period						
	2 Years	5 Years	10 Years	25 Years	50 Years	100 Year	500 Years
<u>Pasture/Range</u> Flat, 0-2% Average, 2-7% Steep, over 7%	0.25 0.33 0.37	0.28 0.36 0.40	0.30 0.38 0.42	0.34 0.42 0.46	0.37 0.45 0.49	0.41 0.49 0.53	0.53 0.58 0.60
<u>Forest/Woodlands</u> Flat, 0-7% Average, 2-7% Steep, over 7%	0.22 0.31 0.35	0.25 0.34 0.39	0.28 0.36 0.41	0.31 0.40 0.45	0.35 0.43 0.48	0.39 0.47 0.52	0.48 0.56 0.58
* Grass cover less than 50 percent of the area. ** Grass cover on 50 to 75 percent of the area. *** Grass cover larger than 75 percent of the area.							
Source: 1. Rossmiller, R.L. "The Rational Formula Revisited." 2. City of Austin, Watershed Engineering Division							

TABLE 2-3 MANNING'S "n" FOR OVERLAND FLOW AND SHALLOW CONCENTRATED FLOW	
Manning's "n"	Condition
0.016	Concrete (rough or smoothed finish)
0.02	Asphalt
0.1	0-50% vegetated ground cover, remaining bare soil or rock outcrops, minimum brush or tree cover
0.2	50-90% vegetated ground cover, remaining bare soil or rock outcrops, minimum medium brush or tree cover
0.3	100% vegetated ground cover, medium dense grasses (lawns, grassy fields etc.) medium brush or tree cover
0.6	100% vegetated ground cover with areas of heavy vegetation (parks, green belts, riparian areas etc.) dense under growth
Source: City of Austin, Watershed Engineering Division	

2.4.3 Rainfall Intensity (i)

Rainfall intensity (i) is the average rainfall rate in inches per ~~hour, and~~ hour and is selected on the basis of design rainfall duration and design frequency of occurrence. The design duration is equal to the time of concentration for the drainage area under consideration. The design frequency of occurrence is a statistical variable which is established by design standards or chosen by the Engineer as a design parameter.

The selection of the frequency criteria is necessary before applying any hydrologic method. Storm drainage improvements in Round Rock must be designed to intercept and carry the runoff from a 4% Annual Chance {twenty-five (25) year} frequency storm, with an auxiliary or overflow system capable of carrying a 1% Annual Chance {one hundred (100) year} frequency storm.

The rainfall intensity used in the ~~r~~Rational ~~m~~Mmethod ~~is read from the intensity-duration-frequency curves based on the selected design frequency and design duration. The Austin intensity-duration-frequency curves, developed in 1975, used rainfall data recorded at the Austin Station of the U.S. National Weather Service. This data includes a forty-five (45) year record of rainfall for most durations from five (5) minutes to twenty-four~~

~~(24) hours and a seventy-four (74) year record of rainfall for the twenty four (24) hour duration.~~ shall be based on the design frequency selected, and design duration determined, by the Engineer, subject to the approval of the UES Director, and shall be determined from the City of Round Rock Rainfall Application Instructions (RAIn) for hydrologic designs and analyses, as issued and amended by the UES Director.

The precipitation values for different frequency storms and durations are given in Table 2-5. The Austin intensity-duration-frequency curves are shown in [Figure 2-2](#) in Appendix B of this Manual.

Table 2-4 Precipitation Values in Austin (Inches)							
Duration- (Minutes)	Return Period						
	2 Years	5 Years	10 Years	25 Years	50 Years	100 Years	500 Years
5	.54	.64	.72	.82	.91	.99	1.23
10	.90	1.08	1.21	1.40	1.56	1.70	2.14
15	1.15	1.40	1.58	1.84	2.05	2.25	2.86
30	1.62	2.03	2.31	2.73	3.06	3.38	4.38
60	2.07	2.69	3.10	3.72	4.19	4.66	6.16
120	2.45	3.32	3.90	4.74	5.39	6.03	8.11
180	2.64	3.68	4.37	5.36	6.11	6.87	9.32
Source: City of Austin, Watershed Engineering Division							

The following equation represents mathematically the Austin intensity-duration-frequency curves:

$$i = a / (t + b)^c \quad \text{--- (Eq. 2-5)}$$

Where,

i = Average rainfall intensity, inches per hour

t = Storm duration, minutes

a , b and c = Coefficients for different storm frequencies

The values for a , b , and c are listed in Table 2-5:

Table 2-5 Austin Intensity-Duration-Frequency Curve Coefficients			
Storm Frequency	a	b	c
2-year	106.29	16.81	0.9076
5-year	99.75	16.74	0.8327
10-year	96.84	15.88	0.7952
25-year	111.07	17.23	0.7815
50-year	119.51	17.32	0.7705
100-year	129.03	17.83	0.7625
500-year	160.57	19.64	0.7449
Source: City of Austin, Watershed Engineering Division			

The intensity-duration-frequency curves and the intensity-duration equations are applicable for all design frequencies shown and for storm durations from five (5) minutes to 3 hours. They are required for use in determining peak flows by the Rational Method or other appropriate methods.

2.4.4 Drainage Area (A)

The size (acres) of the watershed needs to be determined for application of the Rational Method. The area may be determined through the use of topographic maps, supplemented by field surveys where topographic data has changed or where the contour interval is too great to distinguish the direction of flow. The drainage divide lines are determined by based on existing topography, but could be altered by proposed street layout, lot grading, structure configuration and orientation, and many other features that are created by result from the urbanization process.

Example 2-1

An urbanized watershed is shown oin the following figure. Three types of flow conditions exist between the most distant point in the watershed and the outlet. The calculation of time of concentration and travel time in each reach is as follows:



<u>Reach</u>	<u>Description of Flow</u>	<u>Slope (%)</u>	<u>Length (Ft.)</u>	<u>Drainage Area No. and Acreage</u>	<u>"n" Value/ Surface Type</u>
<u>A to B</u>	<u>Sheet flow (lawn)</u>	<u>1.8</u>	<u>50</u>	<u>DA-1 (3 acres)</u>	<u>0.3 (dense/Bermuda grasses)</u>
<u>B to C</u>	<u>Shallow concentrated flow (gutter)</u>	<u>2.0</u>	<u>840</u>	<u>DA-2 (20 acres)</u>	<u>Paved</u>
<u>C to D</u>	<u>Channel Flow (Storm drain with inlets; Dia.= 3 feet)</u>	<u>1.5</u>	<u>1,200</u>	<u>DA-3 (30 acres)</u>	<u>0.015</u>

For reaches A-B and B-C, the travel time ~~of concentration~~ can be calculated from Equations 2-~~2~~3 and 2-~~3~~5.

$$\begin{aligned}
 t_c(A-B) &= 300(0.3)/42(s)^{0.5} \\
 &= 2.14/(0.045)^{0.5} \\
 &= 10.1 \text{ min.} \\
 T_{t(A-B)} &= 0.42(0.3 \times 50)^{0.8}/(P_2)^{0.5}(0.018)^{0.4} \\
 &= 18.282/(P_2)^{0.5} \text{ min.} \\
 t_c(B-C) &= 840(0.016)/60(s)^{0.5} \\
 &= 0.22/(0.02)^{0.5} \\
 &= 1.6 \text{ min.} \\
 T_{t(B-C)} &= 840/(60)(20.3282)(0.02)^{0.5} \\
 &= 4.87 \text{ min.}
 \end{aligned}$$

The flow velocity in reach C-D needs to be calculated from Manning's Equation, using the assumption of full pipe flow, as follows:

$$V_{C-D} = (1.49/n) R^{0.67} S^{0.5}$$

$$\begin{aligned}
 &= (1.49/n) (D/4)^{0.67} s^{0.5} \\
 &= (1.49/0.015) (3/4)^{0.67} (0.015)^{0.5} \\
 &= 10.04 \text{ ft/s}
 \end{aligned}$$

The channel flow travel time is calculated by dividing the length by the velocity and dividing by 60 to convert to minutes:

$$\begin{aligned}
 T_{t(C-D)} &= 1200/(10.04)(60) \\
 &= 1.99 \text{ min.}
 \end{aligned}$$

The total time of concentration is calculated by adding all of the calculated sheet flow, shallow concentrated flow, and channel flow components:

$$\begin{aligned}
 T_c &= T_{t(\text{sheet})} + T_{t(\text{shallow concentrated})} + T_{t(\text{channel})} \\
 &= T_{t(A-B)} + T_{t(B-C)} + T_{t(C-D)} \\
 &= 18.282/(P_2)^{0.5} + 4.87 + 1.99 \\
 &= [18.282/(P_2)^{0.5} + 6.86] \text{ (minutes)}
 \end{aligned}$$

Time of concentration in decimal minutes may be used but rounding to the nearest whole number of minutes (greater than or equal to 5) is generally acceptable.

For this example, Drainage Area DA-1 (traversed by reach A-B) is a grassed lawn area in fair condition, Drainage Area DA-2 (traversed by reach B-C) is commercial development composed of 76% impervious (concrete paved) area and 24% pervious grassed (good condition, average slope) area, and Drainage Area DA-3 (traversed by reach C-D) is an industrial development composed of 68% impervious (concrete paved) area and 32% pervious grassed (good condition, average slope) area.

The composite runoff coefficients (C) for Drainage Areas DA-2 and DA-3 are calculated as follows:

$$\begin{aligned}
 C_{DA-2} &= (0.76)(0.97) + (1-0.76)(0.46) \\
 &= (0.76)(0.97) + (0.24)(0.46) \\
 &= 0.8476 \\
 &\text{Use } 0.85
 \end{aligned}$$

$$\begin{aligned}
 C_{DA-3} &= (0.68)(0.97) + (1-0.68)(0.46) \\
 &= (0.68)(0.97) + (0.32)(0.46) \\
 &= 0.8068 \\
 &\text{Use } 0.81
 \end{aligned}$$

The runoff coefficients (C) for the three (3) areas are given as follows for the 1% Annual Chance (100-year) storm event. ~~The time of concentration (t_c) is calculated by dividing the length by the velocity.~~

<u>DRAINAGE AREA (Reach)</u>	<u>Reach Length (ft.)</u>	<u>Velocity (fps)</u>	<u>t_c (min)</u>	<u>C</u>	<u>Area (acres)</u>
<u>DA-1 (A-B)</u>	<u>50</u>	<u>--</u>	<u>$18.282/(P_2)^{0.5}$</u>	<u>0.41</u>	<u>3</u>
<u>DA-2 (B-C)</u>	<u>840</u>	<u>--</u>	<u>4.87</u>	<u>0.85</u>	<u>20</u>
<u>DA-3 (C-D)</u>	<u>1200</u>	<u>10.0</u>	<u>1.99</u>	<u>0.81</u>	<u>30</u>
			<u>TOTAL</u> <u>$18.282/(P_2)^{0.5}+7$</u>	<u>WEIGHTED AVERAGE</u> <u>0.80</u>	<u>TOTAL</u> <u>53</u>

Reach	Length (ft.)	Velocity (fps)	t_c (min)	C	Area (acre)
A-B	300	--	10.1	0.41	3
B-C	840	--	1.6	0.85	20
C-D	1200	10.0	2.0	0.81	30
			13.7		53

The intensity (i) of the 1% Annual Chance (100-year) storm rainfall event is obtained from the RAIn as discussed in Section 2.4.3 (from Figure 2-2 in Appendix B of this Manual) for 13.7 minutes = 9.2 inches per hour.

The composite weighted average runoff coefficient (C) = $(0.41 \times 3 + 0.85 \times 20 + 0.81 \times 30)/53 = 0.80$ Thus the peak flow $Q_{dp} = C \times i \times A = 0.80 \times 9.2 \text{ i (in/hr)} \times 53 \text{ acre} = 390 \text{ } Q_p \text{ cfs}$

2.4.5 Variable Rainfall Intensity Method

The Variable Rainfall Intensity Method is one of the methodologies which uses the peak flow (Q_p) calculated from the Rational Method to develop the hypothetical storm hydrographs. The detailed information on this method can be found in the Bibliography, Item 2-5 of this Manual. The following example illustrates the application of the variable rainfall intensity method technique in constructing a ten (10)-year design storm hydrograph.

Example 2-2

Variable Rainfall Intensity Method

Given: A drainage area, when fully developed, will have the following characteristics:

Drainage area = one hundred (100) acres

Runoff coefficient $C = 0.45$

Design rainfall frequency: ten (10) year

Austin rainfall intensity-duration-frequency curves ([Figure 2-2](#) in Appendix B of this Manual)

Time of concentration = forty (40) minutes.

Find: The ten (10) year design storm and resulting flood hydrograph.

Solution: The solution is outlined in Table 2-6 which shows the development of the design ten (10) year frequency storm and Table 2-7 which shows the computation of the design

ten (10) year flood hydrograph.

The computation procedures for Table 2-6 are explained as follows:

Column 1: Duration (minutes) = length of storm.

Column 2: Rainfall Intensity read from [Figure 2-2](#) in Appendix B of this manual corresponding to the duration time in Column 1.

Column 3: Accumulated Depth (inches) = total precipitation for storm of specified duration (from Table 2-11).

Column 4: Incremental Depth (inches) = difference in total precipitation between specified duration and duration of five (5) minutes less than specified duration (e.g., $P_{35} \text{ minutes} - P_{30} \text{ minutes}$).

Column 5: Incremental Intensity (inches/hour) = Incremental Depth (inches) \times (60 minutes/hour)/(five (5) minutes).

Table 2-6 Development Of A Ten (10) Year Frequency Storm				
Duration- (Min) (1)	Intensity (In/hr) (2)	Accumulated Depth (In) (3)	Incremental Depth (In) (4)	Incremental Intensity (In/hr) (5)
5	8.64	.034	0.34	.41
10			0.36	.43
15	6.16	.108	.038	.46
20			.04	.48
25	5.00	.19	.04	.48
30			.05	.60
35	4.30	.29	.05	.60
40			.06	.72
45	3.73	.41	.06	.72
50			.07	.84
55	3.33	.56	.08	.96
60			.09	1.08
65	3.00	.76	.11	1.32
70			.13	1.56

75	2.74	1.07	.18	2.16
Table 2-6 (Continued) Development Of A Ten (10) Year Frequency Storm				
Duration- (Min) (1)	Intensity (In/hr) (2)	Accumulated Depth (In) (3)	Incremental Depth (In) (4)	Incremental Intensity (In/hr) (5)
80			.24	2.88
85	2.50	1.67	.36	4.32
90			.72	8.64
95	2.32	2.89	.5	6.0
100			.29	3.48
105	2.17	3.38	.20	2.4
110			.15	1.8
115	2.05	3.65	.12	1.44
120			.1	1.2
125	1.94	3.83	.08	.96
130			.08	.96
135	1.85	3.98	.07	.84
140			.06	.72
145	1.77	4.09	.05	.60
150			.05	.60
155	1.69	4.19	.05	.60
160			.04	.48
165	1.62	4.27	.04	.48
170			.04	.48
175	1.56	4.34	.03	.36
180			.03	.36
185	1.50	4.38		.36

Table 2-7 illustrates the computed 10 year flood hydrograph for the drainage area described in Table 2-6. Referring to Table 2-7, the columns are identified and computed as follows:

Column 1: Time (minutes) = time from the beginning of the storm.

Column 2: i (inches/hour) = incremental intensities (from Table 2-6).

Column 3: $\sum i$ = summation of all incremental intensities to the specified time.

Column 4: "Sum" (i lagged) = column 3 displaced a total time equal to the time of concentration for the area producing this hydrograph.

Column 5: (3) - (4) = column 3 - column 4.

Column 6: q_{tc} = column 5 divided by the number of time increments in the time of concentration for the area producing this hydrograph. This column expresses the average intensity over a period of time equal to the time of concentration for the area producing this hydrograph, as measured at the specified chronological time.

Column 7: Q (cubic feet per second) = column 6 x " C " x A (for the area producing this hydrograph). This column is for the rising limb calculation.

Column 8: Time Folded - revised times and flows for falling limb of hydrograph; falling limb is mirror image of rising limb, but expanded to twice the length. Intermediate values can be linearly interpolated from neighboring values, since five (5) minute increments doubled to ten (10) minute increments leave out intervening values.

The computations were stopped in column 7 when the rising limb of the hydrograph reached its peak value. At this point, the time scale can be folded as shown in column 8. Doubling the time increments for the falling limb serves to double the volume that would have been under that portion of the runoff hydrograph. The volume under the entire discharge hydrograph will be three (3) times that under the rising limb.

With this assumption, the volume of runoff expressed as a percentage from an area with a runoff coefficient of 0.45 becomes approximately sixty seven and one half (67.5) percent rather than forty-five (45) percent of the rainfall. In this procedure the C value from the Rational Method formula represents the ratio of the peak runoff to the average rainfall intensity rate for a period equal to the time of concentration and not a simple runoff to rainfall ratio.

<p>Table 2-7 Runoff Computations From A 100 Acre Area With A Time Of Concentration Of 40 Minutes And C = 0.45</p>							
Time- (Min) (1)	I₁₀ (In/Hr) (2)	Sum I₁₀ (3)	Sum-I₁₀ (Lagged 40-min) (4)	Time- (3)-(4) (5)	Q₄₀ (In/Hr) (6)	Q (cfs) (7)	Folded (8)
0							330
5	0.41	0.41		.41	.05	2.3	320
10	0.43	0.84		.84	.10	4.5	310
15	0.46	1.3		1.3	.16	7.2	300
20	0.48	1.78		1.78	.22	9.9	290
25	0.48	2.26		2.26	.28	12.6	280
30	0.6	2.86		2.86	.36	16.2	270
35	0.6	3.46		3.46	.43	19.3	260
40	0.72	4.18		4.18	.52	23.4	250
45	0.72	4.9	.41	4.5	.56	25.2	240
50	0.84	5.7	.84	4.9	.61	27.4	230
55	0.96	6.7	1.3	5.4	.67	30.1	220
60	1.08	7.8	1.78	6.0	.75	33.7	210
65	1.32	9.1	2.26	6.8	.85	38.2	200
70	1.56	10.7	2.86	7.8	.97	43.6	190

Table 2-7 (Continued) Runoff Computations From A 100 Acre Area With A Time Of Concentration Of 40 Minutes And C = 0.45							
Time- (Min) (1)	I₁₀ (In/Hr) (2)	Sum I₁₀ (3)	Sum-I₁₀ (Lagged 40-min) (4)	Time- (3)-(4) (5)	Q₄₀ (In/Hr)- (6)	Q (cfs) (7)	Folded (8)
75	2.16	12.8	3.46	9.3	1.16	52.2	180
80	2.88	15.7	4.18	11.5	1.44	64.8	170
85	4.32	20.0	4.9	15.1	1.89	85.1	160
90	8.64	28.7	5.7	23.0	2.87	129.1	150
95	6.0	34.7	6.7	28.0	3.5	157.5	140
100	3.48	38.1	7.8	30.3	3.8	171.0	130
105	2.4	40.5	9.1	31.4	3.92	176.4	120
110	1.8	42.3	10.7	31.6	3.95	177.7	(peak)
115	1.44	43.8	12.8	31.0	3.87	174.1	

2.5.0 SOIL NATURAL RESOURCES CONSERVATION SERVICE METHODS

The Soil Natural Resources Conservation Service (SNRCS) hydrologic methods ~~is have been~~ widely used by engineers and hydrologists for analyses of small urban watersheds. ~~These~~ This methods ~~resulted from is based on~~ extensive analytical work using a wide range of statistical data concerning storm patterns, rainfall-runoff characteristics and many hydrologic observations in the United States. ~~The SCS utilizes a twenty-four (24) hour storm duration, which is considered to be acceptable for the Austin area; however, the design storm most representative of the Austin area has a three (3) hour duration. It should be noted that if the SCS storms are applied, the Type III distribution should be used.~~

The NRCS methods can be applied to urban drainage areas of any size. ~~A brief explanation of the~~ The primary parameters required to calculate a runoff hydrograph with the method include the rainfall depth, rainfall distribution, runoff curve numbers, time of concentration, and drainage area. ~~the tabular and graphical methods and the TR-20 method are introduced in this Section. The Supplemental Section 2.7.0 for the Soil Conservation Service hydrology includes the rainfall-runoff relationship and the dimensionless Unit Hydrograph.~~ For detailed information regarding the NRCS method, the user is referred to the following Soil Conservation Service NRCS publications. These can be obtained from the Natural Resources Conservation Service at <http://www.wcc.nrcs.usda.gov/>. They are:

NEH-4: "Hydrology," Section 4, National Engineering Handbook

~~TR-20: Computer Program for Project Formulation, Hydrology~~

TR-55: Urban Hydrology for Small Watersheds

TP-149: A Method for Estimating Volume and Rate of Runoff in Small Watersheds

The Hydrologic Engineering Center - Hydrologic Modeling System (HEC-HMS) computer programs include the ability to apply the NRCS method and may be downloaded from the US Army Corps of Engineers website at <http://www.hec.usace.army.mil/>.

2.5.1 Austin Three (3) Hour Storm Rainfall Distributions Rainfall Distribution

~~The three (3) hour design storm duration for Austin was selected after consideration of rainfall-runoff data and watershed flow conveyance properties in the Austin area. This determination was made in 1977 with the derivation of the Austin Standard Method. Table 2-8 is a listing of the cumulative rainfall values for six (6) and three (3) hour storms with various return frequencies. Table 2-9 gives the incremental rainfall values for both five (5) and ten (10) minute increments. Tables 2-8 and 2-9 are given for use in the TR-20, and HEC-HMS programs.~~

The 24-hour frequency storm for use with the NRCS method is hereby adopted by the City. Rainfall depth-duration-frequency values, meteorological parameters, guidance on time-step selection, and other direction regarding application of rainfall for the NRCS method/use of HEC-HMS shall be determined from the City of Round Rock Rainfall Application Instructions (RAIn) for hydrologic designs and analyses, as issued and amended by the UES Director.

2.5.2 Soil Natural Resources Conservation Service Runoff Curve Numbers

The Soil Conservation Service (SNRCS) has developed an index, the runoff curve number (CN), to represent the combined hydrologic effect of soil type, land use, agricultural land treatment class, hydrologic condition, and antecedent soil moisture. These watershed factors have the most significant impact in estimating the volume of runoff, and can be assessed from soil surveys, site investigations and land use maps.

The curve number CN is an indication of the runoff-producing potential ~~of the drainage area runoff~~ for a given antecedent soil moisture condition, and it ranges in value from zero (0) to one hundred (100). The SNRCS runoff curve numbers CN's are grouped into three (3) antecedent soil moisture conditions -- Antecedent Moisture Runoff Condition (ARC) I, Antecedent Moisture Condition ARC II and Antecedent Moisture Condition ARC III. Values of runoff curve numbers for all three (3) conditions may be computed following guidelines in "Hydrology, Section 4," National Engineering Handbook Part 630, Chapter 10, of the

National Engineering Handbook. ~~Antecedent Moisture Condition~~ ARC I is the dry soil condition and ~~Antecedent Moisture Condition~~ ARC III is the wet soil condition. ~~Antecedent Moisture Condition~~ ARC II is normally considered to be the average condition. The Antecedent Runoff Condition (ARC) was previously referred to as the Antecedent Moisture Condition (AMC) in older NRCS publications.

Table 2-8 Austin Three (3) Hour Design Storm Distributions Cumulative Values (inches)						
Time- (Minutes)	2-Year	5-Year	10-Year	25-Year	50-Year	100-Year
5	0.013	0.025	0.034	0.044	0.052	0.064
10	0.027	0.052	0.070	0.091	0.108	0.13
15	0.042	0.081	0.108	0.14	0.17	0.19
20	0.059	0.112	0.15	0.19	0.23	0.27
25	0.077	0.15	0.19	0.25	0.30	0.34
30	0.097	0.18	0.24	0.31	0.37	0.43
35	0.12	0.22	0.29	0.38	0.44	0.52
40	0.15	0.27	0.35	0.45	0.53	0.61
45	0.17	0.32	0.41	0.53	0.62	0.72
50	0.21	0.37	0.48	0.62	0.73	0.84
55	0.25	0.44	0.56	0.72	0.84	0.98
60	0.30	0.51	0.65	0.84	0.98	1.13
65	0.36	0.60	0.76	0.98	1.14	1.31
70	0.43	0.71	0.90	1.15	1.33	1.53
75	0.54	0.86	1.07	1.36	1.57	1.80
80	0.69	1.06	1.31	1.65	1.90	2.17

Table 2-8 (Continued) Austin Three (3) Hour Design Storm Distributions Cumulative Values (inches)						
Time- (Minutes)	2-Year	5-Year	10-Year	25-Year	50-Year	100-Year
85	0.94	1.39	1.67	2.19	2.40	2.72
90	1.48	2.03	2.39	3.01	3.31	3.71
95	1.84	2.47	2.89	3.53	3.96	4.43
100	2.03	2.72	3.18	3.88	4.35	4.87
105	2.16	2.89	3.38	4.13	4.63	5.18
110	2.24	3.02	3.53	4.32	4.85	5.43
115	2.31	3.12	3.65	4.47	5.03	5.63
120	2.36	3.20	3.75	4.60	5.17	5.79
125	2.41	3.27	3.84	4.71	5.30	5.94
130	2.44	3.33	3.91	4.80	5.41	6.06
135	2.47	3.38	3.98	4.89	5.51	6.17
140	2.50	3.43	4.04	4.96	5.60	6.28
145	2.52	3.47	4.09	5.03	5.68	6.37
150	2.55	3.51	4.14	5.10	5.75	6.46
155	2.56	3.54	4.19	5.16	5.82	6.54
160	2.58	3.57	4.23	5.21	5.89	6.61

Table 2-8 (Continued) Austin Three (3) Hour Design Storm Distributions Cumulative Values (inches)						
Time- (Minutes)	2-Year	5-Year	10-Year	25-Year	50-Year	100-Year
165	2.60	3.60	4.27	5.26	5.95	6.68
170	2.61	3.63	4.30	5.31	6.00	6.75
175	2.63	3.66	4.34	5.36	6.06	6.81
180	2.64	3.68	4.37	5.40	6.11	6.87
Note: These values must be entered as total, not incremental, values in a rainfall-runoff model						
Source: City of Austin, Watershed Engineering Division						

Table 2-9
Austin Three (3) Hour Design Storm Distributions
Incremental Values (inches) 5 & 10 Minute Patterns

Time (Minutes)	2-year		5-year		10-year		25-year		50-year		100-year	
	5 min.	10 min.	5 min	10 min.	5 min	10 min.	5 min	10 min.	5 min	10 min.	5 min	10 min.
0	0		0		0		0		0		0	
5	0.013		0.025		0.034		0.044		0.052		0.061	
10	0.014	0.028	0.027	0.053	0.036	0.071	0.047	0.093	0.056	0.110	0.064	0.126
15	0.015		0.029		0.038		0.050		0.058		0.068	
20	0.017	0.033	0.031	0.061	0.041	0.081	0.053	0.104	0.062	0.123	0.073	0.143
25	0.018		0.034		0.044		0.057		0.067		0.077	
30	0.020	0.039	0.037	0.072	0.047	0.093	0.061	0.121	0.072	0.141	0.083	0.163
35	0.023		0.040		0.051		0.067		0.077		0.089	
40	0.025	0.049	0.044	0.086	0.057	0.111	0.073	0.142	0.085	0.166	0.098	0.192
45	0.029		0.049		0.063		0.080		0.094		0.108	
50	0.034	0.065	0.056	0.106	0.070	0.136	0.089	0.174	0.104	0.203	0.119	0.232
55	0.04		0.064		0.079		0.101		0.117		0.135	
60	0.048	0.091	0.075	0.144	0.092	0.178	0.117	0.226	0.135	0.261	0.154	0.298
65	0.059		0.090		0.109		0.138		0.159		0.181	
70	0.076	0.143	0.112	0.212	0.134	0.255	0.168	0.319	0.192	0.367	0.219	0.417

Table 2-9 (Continued)
Austin Three (3) Hour Design Storm Distributions
Incremental Values (inches) 5 & 10 Minute Patterns

Time- (Minutes)	2-year		5-year		10-year		25-year		50-year		100-year	
	5 min.	10 min.	5 min	10 min.	5 min	10 min.	5 min	10 min.	5 min	10 min.	5 min	10 min.
75	0.104		0.146		0.172		0.214		0.244		0.275	
80	0.153	0.277	0.205	0.376	0.238	0.438	0.291	0.538	0.329	0.610	0.369	0.685
85	0.254		0.324		0.368		0.540		0.494		0.549	
90	0.540	0.896	0.640	1.077	0.720	1.214	0.820	1.340	0.910	1.558	0.990	1.703
95	0.356		0.437		0.494		0.520		0.648		0.713	
100	0.193	0.447	0.253	0.577	0.290	0.658	0.352	0.852	0.398	0.892	0.443	0.992
105	0.124		0.171		0.200		0.247		0.281		0.316	
110	0.088	0.192	0.127	0.273	0.151	0.323	0.189	0.403	0.216	0.460	0.244	0.519
115	0.067		0.100		0.121		0.151		0.175		0.198	
120	0.053	0.112	0.082	0.172	0.100	0.209	0.127	0.265	0.146	0.305	0.167	0.348
125	0.043		0.069		0.086		0.109		0.126		0.144	
130	0.036	0.076	0.060	0.124	0.075	0.154	0.096	0.197	0.111	0.228	0.124	0.259
135	0.031		0.052		0.066		0.085		0.099		0.113	
140	0.027	0.056	0.047	0.096	0.059	0.122	0.076	0.156	0.089	0.183	0.102	0.210

Table 2-9 (Continued)
Austin Three (3) Hour Design Storm Distributions-
Incremental Values (inches) 5 & 10 Minute Patterns

Time- (Minutes)	2-year		5-year		10-year		25-year		50-year		100-year	
	5 min.	10 min.	5 min	10 min.	5 min	10 min.	5 min	10 min.	5 min	10 min.	5 min	10 min.
145	0.024		0.042		0.054		0.069		0.081		0.094	
150	0.024	0.044	0.038	0.078	0.050	0.101	0.064	0.131	0.075	0.152	0.087	0.176
155	0.019		0.035		0.046		0.060		0.069		0.080	
160	0.017	0.035	0.032	0.066	0.042	0.086	0.055	0.112	0.065	0.132	0.074	0.151
165	0.016		0.030		0.040		0.051		0.061		0.070	
170	0.015	0.030	0.028	0.057	0.037	0.075	0.048	0.098	0.057	0.113	0.066	0.134
175	0.014		0.026		0.035		0.046		0.054		0.062	
180	0.013	0.026	0.024	0.049	0.033	0.067	0.043	0.087	0.051	0.103	0.059	0.120

However, studies of hydrologic data indicate that Antecedent Moisture Condition ARC II is not necessarily representative of the average condition throughout Texas. Instead, investigations have shown that the average condition ranges from Antecedent Moisture Condition ARC I in west Texas to between Antecedent Moisture Condition ARC II and Antecedent Moisture Condition ARC III in east Texas. The NRCS curve number values given in Table 2-10.3 are for an Antecedent Moisture Condition ARC II. If it is desired to change to an Antecedent Moisture Condition ARC I or ARC III, the adjustments given in TR-55 or "Hydrology, Section 4," Part 630, Chapter 10 of the National Engineering Handbook should be used. Justification must be provided for the selection of an ARC other than ARC II.

The SNRCS has classified more than four thousand (4,000) soils into four (4) hydrologic groups, identified by the letters A, B, C, and D, to represent watershed characteristics.

Group A: (Low runoff potential). Soils having a high infiltration rate even when thoroughly wetted and consisting chiefly of deep, well-drained to excessively drained sands or gravels.

Group B: Soils having a moderate infiltration rate when thoroughly wetted and consisting chiefly of moderately deep to deep, moderately well to well-drained soils with moderately fine to moderately coarse texture.

Group C: Soils having a slow infiltration rate when thoroughly wetted and consisting chiefly of soils with a layer that impedes downward movement of water or soil with moderately fine to fine texture.

Group D: (High runoff potential). Soils having a very slow infiltration rate when thoroughly wetted and consisting chiefly of clay soils with a high swelling potential, soils with a permanent high water table, soils with a claypan or clay layer at or near the surface and shallow soils over nearly impervious material.

~~The list of most soils in the United States along with their hydrologic soil classification is given in the TR-55 publication. The minimum infiltration rates for the four (4) soil groups are:~~

<u>Group</u>	<u>Minimum Infiltration Rate (in/hr)</u>
A	0.30-0.45
B	0.15-0.30
C	0.05-0.15
D	0.00-0.05

Table 2-43 lists the ~~curve numbers~~ CN's for the four (4) soil groups under various land uses, land treatment and hydrologic conditions. Any CN climatic adjustment factor(s) allowed within the City of Round Rock shall be as specified in the City of Round Rock Rainfall Application Instructions (RAIn) for hydrologic designs and analyses, as issued and amended by the UES Director. CN's for future (fully developed) conditions should be based on estimated maximum future impervious cover and/or any maximum allowable impervious cover for land uses as prescribed in City of Round Rock Zoning and/or Development Ordinances, if applicable. When calculating future (fully developed) peak runoff rates it is recommended that the undeveloped CN and the maximum impervious cover be used as input parameters. In order to determine the soil classifications in the Round Rock area, the SNRCS Soil Survey of Williamson or Travis County, Texas should be used. Digital versions of these soil datasets are available online at <https://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/survey/>.

<u>Table 2- 3</u> <u>NRCS Runoff Curve Numbers (CN's) for Urban Areas and Agricultural Lands</u> <u>(assuming ARC II condition)</u>					
<u>Cover Description</u>		<u>CN for Hydrologic Soil Group</u>			
<u>Cover type and Hydrologic Condition</u>	<u>Average % Impervious Area¹</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
<u>Fully developed urban areas (vegetation established)</u>					
<u>Open space (lawns, parks, golf courses, cemeteries, etc.)²</u>					
<u>Poor condition (grass cover <50%)</u>		<u>68</u>	<u>79</u>	<u>86</u>	<u>89</u>
<u>Fair condition (grass cover 50% to 75%)</u>		<u>49</u>	<u>69</u>	<u>79</u>	<u>84</u>
<u>Good condition (grass cover > 75%)</u>		<u>39</u>	<u>61</u>	<u>74</u>	<u>80</u>
<u>Impervious areas</u>					
<u>Paved parking lots, roofs, driveways, etc. (excluding right of way)</u>		<u>98</u>	<u>98</u>	<u>98</u>	<u>98</u>
<u>Streets and Roads</u>					
<u>Paved; curbs and storms drains (excluding right of way)</u>		<u>98</u>	<u>98</u>	<u>98</u>	<u>98</u>
<u>Paved open ditches (including right of way)</u>		<u>83</u>	<u>89</u>	<u>92</u>	<u>93</u>
<u>Gravel (including right of way)</u>		<u>76</u>	<u>85</u>	<u>89</u>	<u>91</u>
<u>Dirt (including right of way)</u>		<u>72</u>	<u>82</u>	<u>87</u>	<u>89</u>
<u>Urban districts</u>					
<u>Commercial and business</u>	<u>85</u>	<u>89</u>	<u>92</u>	<u>94</u>	<u>95</u>
<u>Industrial</u>	<u>72</u>	<u>81</u>	<u>88</u>	<u>91</u>	<u>93</u>
<u>Developing urban areas</u>					
<u>Newly graded areas (pervious areas only, no vegetation)</u>		<u>77</u>	<u>86</u>	<u>91</u>	<u>94</u>

Table 2- 3 (Continued)
NRCS Runoff Curve Numbers (CN's) for Urban Areas and Agricultural Lands
(assuming ARC II condition)

<u>Cover Description</u>		<u>CN for Hydrologic Soil Group</u>			
<u>Cover type and Hydrologic Condition</u>	<u>Average % Impervious Area¹</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
<u>Residential districts by average lot size</u>					
<u>1/8 acre or less (town houses)</u>	<u>65</u>	<u>77</u>	<u>85</u>	<u>90</u>	<u>92</u>
<u>1/4 acre</u>	<u>38</u>	<u>61</u>	<u>75</u>	<u>83</u>	<u>87</u>
<u>1/3 acre</u>	<u>30</u>	<u>57</u>	<u>72</u>	<u>81</u>	<u>86</u>
<u>1/2 acre</u>	<u>25</u>	<u>54</u>	<u>70</u>	<u>80</u>	<u>85</u>
<u>1 acre</u>	<u>20</u>	<u>51</u>	<u>68</u>	<u>79</u>	<u>84</u>
<u>2 acres</u>	<u>12</u>	<u>46</u>	<u>65</u>	<u>77</u>	<u>82</u>
<u>Agricultural lands</u>					
<u>Pasture, grassland, or range- continuous forage for grazing³</u>					
<u>Poor</u>		<u>68</u>	<u>79</u>	<u>86</u>	<u>89</u>
<u>Fair</u>		<u>49</u>	<u>69</u>	<u>79</u>	<u>84</u>
<u>Good</u>		<u>39</u>	<u>61</u>	<u>74</u>	<u>80</u>
<u>Meadow-continuous grass, protected from grazing and generally mowed for hay</u>		<u>30</u>	<u>58</u>	<u>71</u>	<u>78</u>
<u>Brush - brush-weed-grass mixture with brush the major element⁴</u>					
<u>Poor</u>		<u>48</u>	<u>67</u>	<u>77</u>	<u>83</u>
<u>Fair</u>		<u>35</u>	<u>56</u>	<u>70</u>	<u>77</u>
<u>Good</u>		<u>30⁷</u>	<u>48</u>	<u>65</u>	<u>73</u>
<u>Woods - grass combination (orchard or tree farm)⁵</u>					
<u>Poor</u>		<u>57</u>	<u>73</u>	<u>82</u>	<u>86</u>
<u>Fair</u>		<u>43</u>	<u>65</u>	<u>76</u>	<u>82</u>
<u>Good</u>		<u>32</u>	<u>58</u>	<u>72</u>	<u>79</u>
<u>Woods⁶</u>					
<u>Poor</u>		<u>45</u>	<u>66</u>	<u>77</u>	<u>83</u>
<u>Fair</u>		<u>36</u>	<u>60</u>	<u>73</u>	<u>79</u>
<u>Good</u>		<u>30⁷</u>	<u>55</u>	<u>70</u>	<u>77</u>

<u>Table 2- 3 (Continued)</u> <u>NRCS Runoff Curve Numbers (CN's) for Urban Areas and Agricultural Lands</u> <u>(assuming ARC II condition)</u>					
<u>Cover Description</u>		<u>CN for Hydrologic Soil Group</u>			
<u>Cover type and Hydrologic Condition</u>	<u>Average % Impervious Area¹</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
<u>Farmsteads - buildings, lanes, driveways and surrounding lots</u>		<u>59</u>	<u>74</u>	<u>82</u>	<u>86</u>
<u>Notes</u>					
¹ <u>The average percent impervious area shown was used to develop the composite CN's. Other assumptions are as follows: impervious areas are directly connected to the drainage system; impervious areas have a CN of ninety-eight (98) and pervious areas are considered equivalent to open space in good hydrologic condition. CN's for other combinations of conditions may be computed using methods in NRCS TR-55 Urban Hydrology for Small Watersheds.</u>					
² <u>CN's shown are equivalent to those of pasture. Composite CN's may be computed for other combinations of open space cover type.</u>					
³ <u>Poor: less than 50 percent ground cover or heavily grazed with no mulch.</u> <u>Fair: 50 to 75 percent ground cover and not heavily grazed.</u> <u>Good: greater than 75 percent ground cover and lightly or only occasionally grazed.</u>					
⁴ <u>Poor: less than 50 percent ground cover.</u> <u>Fair: 50 to 75 percent ground cover.</u> <u>Good: greater than 75 percent ground cover.</u>					
⁵ <u>CN's shown were computed for areas with 50 percent woods and 50 percent grass (pasture) cover. Other combinations of conditions may be computed from the CN's for woods and pasture.</u>					
⁶ <u>Poor: Forest litter, small trees & brush are destroyed by heavy grazing or regular burning.</u> <u>Fair: Woods are grazed but not burned, and some forest litter covers the soil.</u> <u>Good: Woods are protected from grazing, & litter and brush adequately cover the soil.</u>					
⁷ <u>Actual CN is less than 30; use CN = 30 for runoff computations.</u>					
<u>Source: NRCS TR-55: Urban Hydrology for Small Watersheds</u>					

Table 2-10 SCS Runoff Curve Numbers for Urban Areas and Agricultural Lands					
Cover Description		Curve Numbers for Hydrologic Soil Group			
Cover type and Hydrologic Condition	Average % Impervious Area¹	A	B	C	D
<i>Fully developed urban areas (vegetation established)</i>					
Open space (lawns, parks, golf courses, cemeteries, etc.)					
Poor condition (grass		68	79	86	89
50%)		49	69	79	84
Fair condition (grass cover 50% to 75%) Good condition (grass cover 75%)		39	61	74	80
Impervious areas: Paved parking lots, roofs, driveways, etc. (excluding right of way)		98	98	98	98
Streets and roads: Paved; curbs and storms sewers (excluding right of way)		98	98	98	98
Paved open ditches (including right of way)		83	89	92	93
Gravel (including right of way)		76	85	89	93
Dirt (including right of way)		72	82	87	93
Urban districts: Commercial and business Industrial	85 72	89 81	92 88	94 91	95 93

Table 2-10 (Continued) SCS Runoff Curve Numbers for Urban Areas and Agricultural Lands					
Cover Description		Curve Numbers for Hydrologic Soil Group			
Cover type and Hydrologic Condition	Average % Impervious Area¹	A	B	C	D
Residential districts by average lot size:					
1/8 acre or less (town houses)	65	77	85	90	92
1/4 acre	38	61	75	83	87
1/3 acre	30	57	72	81	86
1/2 acre	25	54	70	80	85
1 acre	20	51	68	79	84
2 acres	12	46	65	77	82
<i>Developing urban areas</i>					
Newly graded areas (pervious areas only, no vegetation)		77	86	91	94
<i>Agricultural lands</i>					
Grassland, or range-continuous forage for grazing ²	Poor Fair Good	68 49 39	79 69 61	86 79 74	89 84 80
Meadow-continuous-grass, protected from grazing and generally mowed for hay		30	58	71	78
Brush—brush-weed-grass mixture with brush the major element ³	Poor Fair Good	48 35 30	67 56 48	77 70 65	83 77 73
Woods—grass combination (orchard or tree farm). ⁴	Poor Fair Good	57 43 32	73 65 58	82 76 72	86 82 79
Woods ⁵	Poor Fair Good	45 36 30	66 60 55	77 73 70	83 79 77

Table 2-10 (Continued) SCS Runoff Curve Numbers for Urban Areas and Agricultural Lands					
Cover Description		Curve Numbers for Hydrologic Soil Group			
Cover type and Hydrologic Condition	Average % Impervious Area¹	A	B	C	D
Farmsteads—buildings, lanes, driveways and surrounding lots		59	74	82	86
¹ The average percent impervious area shown was used to develop the composite curve numbers. Other assumptions are as follows: impervious areas are directly connected to the drainage system, impervious areas have a curve number of ninety eight (98) and pervious areas are considered equivalent to open space in good hydrologic condition. ² Poor: less than 50 percent ground cover or heavily grazed with no mulch. Fair: 0 to 75 percent ground cover and not heavily grazed. Good: greater than 75 percent ground cover and lightly or only occasionally grazed. ³ Poor: less than 50 percent ground cover. Fair: 50 to 75 percent ground cover. Good: greater than 75 percent ground cover. ⁴ Curve numbers shown were computed for areas with 50 percent woods and 50 percent grass (pasture) cover. Other combinations of conditions may be computed from the curve numbers for woods and pasture. ⁵ Poor: Forest litter, small trees and brush are destroyed by heavy grazing or regular burning. Fair: Woods are grazed but not burned, and some forest litter covers the soil. Good: Woods are protected from grazing, and litter and brush adequately cover the soil.					
Source: Soil Conservation Service. TR-55: <u>Urban Hydrology for Small Watersheds</u>					

2.5.3 Time of Concentration

The procedures for estimating time of concentration for the ~~SNRCS~~ method are described in the ~~SNRCS's~~ Technical Release 55 (TR-55) and in Section 2.4.2 of this manual. Three (3) types of flow (sheet flow, shallow concentrated flow and channel flow) are considered. Table 2-2 shall be used for determination of sheet flow Manning's roughness coefficients rather than the table in TR-55.

In hydrograph analysis, the time of concentration ~~is~~ can be defined as the time from the end of excess rainfall to the point of inflection on the falling limb of the hydrograph. The time of concentration determines the shape of the runoff hydrograph. ~~The time of concentration determines the shape of the runoff hydrograph.~~ Times of concentration are required for the existing and developed conditions to adequately model the impact of the development on stormwater runoff. The methodology presented in TR-55 provides a reasonable approach for the estimation of time of concentration. The lag time, defined as the time between the center of mass of excess rainfall to the runoff peak, is typically used in the HEC-HMS implementation of the NRCS methodology. The lag time can be estimated with Equation 2-8:

$$T_{lag} = (0.6)(T_c) \quad (\text{Eq. 2-8})$$

~~In general, times of concentration for the developed condition should be calculated based on conservative assumptions concerning that consider the expected increased hydraulic efficiency expected with an ultimate developed condition. Times of concentration should be representative of the overall drainage area, not simply based on the longest flow path. Sheet flow lengths should be carefully examined and properly justified. For instance, while sheet flow for existing conditions is typically limited to three hundred (300) feet, sheet flow for developed conditions should be limited to one hundred fifty (150) feet. Additionally, the minimum slope used for calculation of sheet and shallow concentrated flow travel time components should be 0.005 feet per foot (0.5%).~~

2.5.4 Peak Flow Calculation

~~The SCS has presented several methods for computing runoff hydrographs for drainage areas. The Tabular, Graphical and TR-20 methods are considered acceptable for the Austin area. The parameters required to calculate the hydrograph are the rainfall distribution, runoff curve numbers, time of concentration and drainage area.~~

A. ~~**Tabular Method.** The Tabular Method can be used to develop composite flood hydrographs at any point within a watershed by dividing the watershed into subareas. The method is useful for watersheds where runoff hydrographs are needed from nonhomogeneous areas, i.e., the watershed can be divided into homogeneous subareas. It is especially applicable for estimating the effects of land use change in a portion of the watershed. It should be noted that the tables in the TR-55 publication for the tabular method are based on the SCS twenty-four (24) hour rainfall distributions. The engineer should apply those tables corresponding to a Type III rainfall distribution which is acceptable for the Austin area.~~

~~The basic requirement for use of this method is the tabular discharge values for the different types of storm distributions. The tabular discharge values in csm/in (cubic feet of discharge per second per square mile of watershed per inch of runoff) are given in~~

TR-55 for a range of times of concentration from one tenth (0.1) to two (2) hours and reach travel times of zero (0) to three (3) hours. The discharge values were developed from the TR-20 program by computing hydrographs for a one square mile drainage area at selected times of concentration and routing them through stream reaches with the range of travel times indicated.

The other input needed to develop the composite flood hydrograph includes the total runoff volume (Q_v) and the drainage area (A_m). The equation for calculating the flow at any time is:

$$q_t = q_{tA_m Q_v} \quad (\text{Eq. 2-6})$$

where,

q_t = Hydrograph ordinate at hydrograph time t , cfs

$q_{tA_m Q_v}$ = Individual value read from the tabular discharge tables, CSM/inch

A_m = Drainage area of individual subwatershed, mi^2

Q_v = Total runoff volume, inches.

The composite flood hydrograph is obtained by submission of the individual subarea hydrographs at each time step. For measuring runoff from a nonhomogeneous watershed, the subdivision of the watershed into relatively homogeneous subareas is required. For additional information regarding the Tabular method the SCS publication TR-55 should be consulted.

B. Graphical Method. As in the Tabular Method the Graphical Method is based on hydrograph analyses using the TR-20 computer program. The Graphical Method provides a determination of peak discharge only. If a hydrograph is needed or watershed subdivision is required, use the Tabular or TR-20 methods. The TR-55 lists in detail the limitations of the Graphical Method and the engineer should be well aware of these before proceeding. The input requirements for the Graphical Method are as follows:

1. t_c (hrs)

2. Drainage Area (mi^2)

3. Type III rainfall distribution

4. 24-hr. rainfall (in.)

5. CN

The peak discharge equation for the graphical method is:

$$q_p = q_u A_m Q \quad (\text{Eq. 2-7})$$

* q_p = peak discharge (cfs)

q_u = unit peak discharge (csm/in)

A_m = drainage area (mi^2)

Q = runoff (in)

*Note the original SCS equation also has an F_p factor for pond and swamp conditions. This has been omitted since it is not applicable to the Austin region.

For additional information regarding the Graphical Method the SCS publication TR-55 should be consulted.

C. **TR-20 Method.** The TR-20 method is a computer program which develops runoff hydrographs for a watershed. The input information includes drainage area, time of concentration, SCS curve number, a specific rainfall distribution and the antecedent soil moisture condition.

The TR-20 program was developed by the SCS to assist in the hydrologic evaluation of flood events for use in analysis of water resource projects. Besides developing the runoff hydrograph from any synthetic or natural storm rainfall, the program provides the capability to route, add, store, divert or divide hydrographs to convey floodwater from the headwaters to the watershed outlets.

The program uses the procedures described in the SCS's National Engineering Handbook in "Hydrology, Section 4" except for the reach routing procedures. The modified Attenuation-Kinematic routing method is used for reach routing. Uniform rainfall depth and distribution over time are assumed over a subarea, groups of subareas or the whole watershed.

2.6.0 SUPPLEMENTAL SECTION: SOIL CONSERVATION SERVICE HYDROLOGY

2.6.1 Rainfall-Runoff Relationship

The SCS has developed a rainfall-runoff relationship to calculate the total runoff volume for a single storm. Based on the relationship between rainfall, runoff and retention (the rain not converted to runoff), an arithmetic equation for a storm without any initial abstraction can be expressed as:

$$F/S = Q/P \text{-----} (\text{Eq. S-1})$$

where,

Q = Actual runoff volume

P = Rainfall (P is equal or greater than Q)

F = Actual retention after runoff begins

S = Potential maximum retention after runoff begins (S is equal to or greater than F)

The retention, S, is a constant for a particular storm because it is the maximum that can occur under the existing conditions if the storm continues without limit. The retention F varies because it is the difference between P and Q at any point on the mass curve, or:

$$F = P - Q \text{-----} (\text{Eq. S-2})$$

The actual runoff (Q) can be solved as:

$$Q = P^2/(P+S) \text{-----} (\text{Eq. S-3})$$

which is a rainfall-runoff relationship in which the initial abstraction is zero.

If an initial abstraction (I_a) greater than zero is considered, the amount available for runoff is $P - I_a$ instead of P. By substituting $(P - I_a)$ for P in equation S-1, the following equation

results. The new arithmetic expression becomes:

$$F/S = Q/(P - I_a) \quad (\text{Eq. S-4})$$

where $F \leq S$, and $Q \leq (P - I_a)$. The total retention for a storm consists of I_a and F . The total potential maximum retention (as P gets very large) consists of I_a and S .

The actual runoff is:

$$Q = ((P - I_a) + S) \quad (\text{Eq. S-5})$$

The initial abstraction (I_a) is a function of land use, treatment and condition, interception, infiltration, depression storage, and antecedent soil moisture. An empirical analysis performed by the SCS found that the initial abstraction is estimated as:

$$I_a = 0.2 S \quad (\text{Eq. S-6})$$

Thus, the runoff volume (Q) can be obtained from the volume of precipitation (P) and potential maximum retention (S) as follows:

$$Q = (P - 0.2 S)^2 / (P + 0.8 S) \quad (\text{Eq. S-7})$$

Empirical studies indicate that S is a function of the curve number as follows:

$$S = (1000/CN) - 10 \quad (\text{Eq. S-8})$$

Therefore, the runoff volume can be determined as a function of precipitation volume and curve number.

2.6.2 Soil Conservation Service Dimensionless Unit Hydrograph

To estimate the peak discharge and establish a runoff hydrograph in the SCS methods, the concept of a dimensionless unit hydrograph is applied. The SCS dimensionless unit hydrograph was derived from analysis of a large number of unit hydrographs developed using gage data from watersheds of a wide range in size and geographical location. The dimensionless unit hydrograph has ordinate values expressed in a dimensionless ratio q/q_p and abscissa values of t/T_p , where q_p is the peak discharge at time T_p and q is the discharge at time t . [Figure 2-3](#) in Appendix B of this Manual shows the shape of the dimensionless unit hydrograph. At the same time, the mass curve is also illustrated in [Figure 2-3](#) in Appendix B of this manual with coordinates of Q_a/Q vs t/t_p , in which Q_a is the accumulated volume at time t , and Q is the total volume. Table 2-11 lists dimensionless discharge ratios and mass curve ratios for dimensionless time ratios for use in calculating unit hydrographs and mass curves.

The curvilinear unit hydrograph can be approximated by an equivalent triangular unit hydrograph, as shown by dotted lines in [Figure 2-3](#) in Appendix B of this Manual. The

area under the rising limb (before time T_p) of the two (2) unit hydrographs are the same. The time base of the dimensionless unit hydrograph is five (5) times the time-to-peak (T_p), while the time base of the triangular unit hydrograph is only 2.67 times the time-to-peak (T_p). The transformation of curvilinear unit hydrograph to triangular unit hydrograph provides a solution for the peak flow:

A. **Derivation of Peak Flow.** The area under the triangular unit hydrograph on [Figure 2-3](#) in Appendix B of this Manual equals the volume of direct runoff Q , which can be calculated by:

$$Q = q_p(T_p + T_r)/2 \quad \text{(Eq. S-9)}$$

where,

Q = Direct runoff, inches

T_p = Time to peak, hours

T_r = Recession time, hours

q_p = Peak discharge, inches per hour

The runoff Q derived from this equation is the same as estimated by Equation S-7.

By Equation S-9, the peak discharge q_p can be solved as:

$$q_p = 2Q/(T_p + T_r) \quad \text{(Eq. S-10)}$$

$$\text{Let } K = 2/(1 + (T_r/T_p)) \quad \text{(Eq. S-11)}$$

$$\text{therefore, } q_p = KQ/T_p \quad \text{(Eq. S-12)}$$

where, Q = Direct runoff, inches

T_p = Time to peak, hours

T_r = Recession time, hours

q_p = Peak discharge, inches per hour

In making the conversion from inches per hour to cubic feet per second and putting the equation in terms ordinarily used, including drainage area (A) in square miles, and time (T) in hours, equation S-12 becomes the general equation:

$$q_p = (645.33 KAQ)/T_p \quad \text{(Eq. S-13)}$$

Where q_p is peak discharge in cubic feet per second and the conversion factor 645.33 is the rate required to discharge one (1) inch of excess rainfall from one (1) square mile in one (1) hour.

The relationship of the triangular unit hydrograph, shows that $T_r = 1.67 T_p$ and gives $K = 0.75$ by Equation S-11. Then substituting into equation S-13 gives:

$$q_p = 484 A Q/T_p \quad \text{(Eq. S-14)}$$

Since the volume under the rising side of the triangular unit hydrograph is equal to

the volume under the rising side of the curvilinear dimensionless unit hydrograph in [Figure 2-3](#) in Appendix B of this Manual, the constant 484, or peak rate factor, is valid for calculation of the peak discharge for the dimensionless unit hydrograph.

Table 2-11 Ratios for Soil Conservation Service Dimensionless Unit Hydrograph and mass Curve		
Time Ratios (t/T_p)	Discharge Ratios (q/q_p)	Mass Curve Ratios (Q_a/Q)
0.0	.000	.001
0.1	.030	.001
0.2	.100	.006
0.3	.190	.012
0.4	.310	.035
0.5	.470	.065
0.6	.660	.107
0.7	.820	.163
0.8	.930	.228
0.9	.990	.300
1.0	1.000	.375
1.1	.990	.450
1.2	.930	.522
1.3	.860	.589
1.4	.780	.650
1.5	.680	.700
1.6	.560	.751
1.7	.460	.790
1.8	.390	.822
1.9	.330	.849
2.0	.280	.871
2.2	.207	.908

Table 2-11 (Continued) Ratios for Soil Conservation Service Dimensionless Unit Hydrograph and mass Curve		
Time Ratios (t/T_p)	Discharge Ratios (q/q_p)	Mass Curve Ratios (Q_a/Q)
2.4	.147	.934
2.6	.107	.953
2.8	.077	.967
3.0	.055	.977
3.2	.040	.984
3.4	.029	.989
3.6	.021	.993
3.8	.015	.995
4.0	.011	.997
4.5	.005	.999
5.0	.000	1.000
Source: Soil Conservation Service. TR-55 <u>Urban Hydrology for Small Watersheds.</u>		



City of Round Rock

Agenda Item Summary

Agenda Number: H.6

Title: Consider an ordinance amending the Zoning and Development Code Chapter 4, Article VII, Section 4-88, Code of Ordinances (2018 Edition) regarding Subdivision and Addition Plats. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 10/8/2020

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance_Redline

Department: Planning and Development Services Department

Text of Legislative File 2020-0269

Atlas 14 is the most recent rainfall data from the NOAA (National Oceanic and Atmospheric Administration). The City is adopting this data and applying it to land development projects in a separate action amending the Design and Construction Standards (DACS). This ordinance establishes the date after which subdivision plats must use the Atlas 14 data as October 1, 2020, and states that final plats which have been approved, but not yet recorded, are not required to re-delineate floodplain based on Atlas 14 data, unless the final plat expires before it is recorded with the county.

The Planning and Zoning Commission held a public hearing and voted 9-0 to recommend approval of the ordinance at their meeting on September 16, 2020.

ORDINANCE NO. O-2020-0269

AN ORDINANCE AMENDING ZONING AND DEVELOPMENT CODE, CHAPTER 4, ARTICLE VII, SECTION 4-88, CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING SUBDIVISION AND ADDITION PLATS; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

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

I.

That Zoning and Development Code, Chapter 4, Article VII, Section 4-88, Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended to read as follows:

Chapter 4 - SUBDIVISION DESIGN AND CONSTRUCTION

Sec. 4-88. - Subdivision and addition plats.

- (a) Preliminary and final plats for additions or subdivisions shall show the limits of the ultimate 1% annual chance floodplain for all waterways draining 50 or more acres by hatch marking said floodplain on the plat. In addition, all preliminary and final plats shall show the limits of zones A and AE as depicted on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM), if such zones fall within the boundaries of the plat.
- (b) The final plat of any proposed addition or subdivision showing the limits of the ultimate 1% annual chance floodplain shall contain the following plat note:

"No fences, structures, storage or fill shall be placed within the limits of the ultimate 1% annual chance floodplain unless approved in accordance with city ordinances."
- (c) The final plat of any proposed addition or subdivision containing any property within SF-R, SF-1, SF-2, SF-3, SF-D, TF or TH zoning districts, or single-family condominiums or detached townhomes contained within a Planned Unit Development, shall provide public right-of-way, drainage easements or separate lots dedicated for such purposes, as approved by the city, to cover at a minimum the ultimate 1% annual chance floodplain areas, drainage channels, pipe systems, and any other related drainage facilities. All other final plats shall provide drainage easements or separate lots dedicated for such purposes, as approved by the city, to cover at a minimum the ultimate 4% annual chance floodplain areas, drainage channels, pipe systems and any other related drainage facilities.
- (d) If any lot is adjacent to the ultimate 1% annual chance floodplain, the final plat shall establish minimum finished floor elevations (MFFE) for all such lots at two feet above the ultimate 1% annual chance floodplain elevation.
 - (1) For single-lot plats containing multiple foundations, a separate exhibit shall be provided prior to recordation indicating the ~~minimum finished floor elevation~~ MFFE for each proposed slab adjacent to the ultimate 1% annual chance floodplain.

- (e) The final plat shall contain a statement by an engineer certifying the easements, slab elevations and any other drainage related notes are in compliance with this chapter.
- (f) No portion of any land located in the ultimate 1% annual chance floodplain shall be counted toward the minimum lot area requirement.
- (g) For final plats that have been approved by the Planning and Zoning Commission (P&Z) prior to October 1, 2020, re-delineation of floodplain limits and MFFE on the approved final plat, in compliance with the Rainfall Application Instructions for Hydrologic Analyses and Design ("the RAIIn"), as adopted in Section 2 of the DACS Drainage Criteria Manual, shall not be required as long as the final plat does not expire prior to recordation with the county. P&Z approval of a preliminary plat shall not vest floodplain or MFFE delineation for a subsequent final plat application.

II.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

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

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.

1 Alternative 2.

2 **READ** and **APPROVED** on first reading this the _____ day of

3 _____, 2020.

4 **READ, APPROVED** and **ADOPTED** on second reading this the _____ day of

5 _____, 2020.

6

7

8

9

10

11

12

13

ATTEST:

14

15

SARA L. WHITE, City Clerk

CRAIG MORGAN, Mayor
City of Round Rock, Texas



City of Round Rock

Agenda Item Summary

Agenda Number: J.1

Title: Consider Executive Session as authorized by §551.072, Government Code, related to the purchase and/or value of real property to wit: 500 N. Mays Street.

Type: Executive Session

Governing Body: City Council

Agenda Date: 10/8/2020

Dept Director:

Cost:

Indexes:

Attachments:

Department: Legal Department

Text of Legislative File TMP-1996



City of Round Rock

Agenda Item Summary

Agenda Number: J.2

Title: Consider Executive Session as authorized by §551.087, Government Code, related to consultation with the City Attorney regarding potential legal issues with the Economic Development Program Agreement with Crow Group Series, LLC.

Type: Executive Session

Governing Body: City Council

Agenda Date: 10/8/2020

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File TMP-1997