



City of Round Rock

City Council

Meeting Agenda

Craig Morgan, Mayor
Rene Flores, Mayor Pro-Tem, Place 2
Michelle Ly, Place 1
Matthew Baker, Place 3
Frank Ortega, Place 4
Writ Baese, Place 5
Hilda Montgomery, Place 6

Thursday, January 14, 2021

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 may attend via Zoom video conferencing. Members of the public are able to speak during Citizen Communication and public hearings 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.

This meeting is also viewable live online at www.roundrocktexas.gov/tv, and 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 per §2-26(b)(5), of the Round Rock Code of Ordinances, 2018 Edition. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council per state law.

E. STAFF PRESENTATIONS:

- E.1 [Consider a presentation and department update from General Services.](#)

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 December 17, 2020 City Council meeting.](#)
- F.2 [Consider an ordinance amending Chapter 4, Section 4-82, Code of Ordinances \(2018 Edition\), regarding water and wastewater impact fees. \(Second Reading\)](#)

G. RESOLUTIONS:

- G.1 [Consider a resolution designating Sheppard Street in honor of Dr. Martin Luther King, Jr.](#)
- G.2 [Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation \(Type B Corp\) in approving an Economic Development Incentive Agreement with Ametrine, Inc.](#)
- G.3 [Consider a resolution authorizing the Mayor to execute the FY 2020 "Equitable Sharing Agreement and Certification" confirming the City's receipt and expenditure of federal asset forfeiture awards and agreeing to continue to participate in the receipt of federal forfeiture awards.](#)
- G.4 [Consider a resolution authorizing the Mayor to execute an Interlocal Agreement and corresponding Bill of Sale with Travis County Emergency Services District No. 3 for the purchase of an aerial fire truck.](#)
- G.5 [Consider a resolution authorizing the Mayor to execute an Agreement with Casco Industries, Inc. for the purchase of MSA Airpack SCBA and SCBA Accessories.](#)
- G.6 [Consider a resolution authorizing the Mayor to execute a Contract with J.D. Abrams, LP for the University Boulevard Expansion - AW Grimes to SH 130 Project.](#)
- G.7 [Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Halff Associates, Inc. for the Wyoming Springs Segment 1 Project.](#)
- G.8 [Consider a resolution authorizing the Mayor to execute a Cooperative Purchasing Agreement with Amazon Services, LLC for the purchase of various goods and services through its online marketplace.](#)
- G.9 [Consider a resolution authorizing the Mayor to execute an Agreement with Unifirst Corporation for the purchase of uniforms and related services.](#)
- G.10 [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with T. Gray Utility & Rehab Co. for the Basin 2 and 3, Cycle 3 Manhole Rehabilitation Project.](#)
- G.11 [Consider a resolution authorizing the Mayor to execute an Agreement with Smith Pump Company, Inc. for the purchase of utility pump motor repair services.](#)

- G.12 [Consider a resolution approving the emergency action of the Brushy Creek Regional Utility Authority \(BCRUA\) to enter into a contract with Excel Construction Services, LLC for the emergency repair of a 36-inch raw water transmission pipeline.](#)
- G.13 [Consider a resolution authorizing the City Manager to issue a Purchase Order to Professional Turf Products, L.P. for the purchase of lawn maintenance equipment.](#)
- G.14 [Consider a resolution authorizing the Mayor to execute an Agreement with Professional Turf Products, LP for the purchase of grounds maintenance equipment, irrigation parts, supplies and installations.](#)
- G.15 [Consider a resolution authorizing the City Manager to issue a Purchase Order to Silsbee Ford for the purchase of City vehicles.](#)

H. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

I. EXECUTIVE SESSION:

- I.1 [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.](#)
- I.2 [Consider Executive Session as authorized by §551.072, Government Code, related to the sale and/or value of real property to wit: 100 Tower Drive, Round Rock, Texas.](#)

J. 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 8th day of January 2021 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 General Services.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 1/14/2021

Dept Director: Chad McDowell, General Services Director

Cost:

Indexes:

Attachments:

Department: General Services Department

Text of Legislative File TMP-21-015



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the December 17, 2020 City Council meeting.

Type: Minutes

Governing Body: City Council

Agenda Date: 1/14/2021

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 121720 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-21-001



City of Round Rock

Meeting Minutes - Draft

City Council

Thursday, December 17, 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.

Council Members were present in the City Council chambers. Members of the public were able to speak during Citizen Communication and public hearings by attending the meeting in person in the City Council chambers, however those members of the public that did not want to attend the meeting in person were able to speak via videoconferencing.

This meeting was also viewable live online at www.roundrocktexas.gov/tv, and on Spectrum Channel 10 and U-Verse Channel 99.

CALL MEETING TO ORDER

The Round Rock City Council met in regular session on Thursday, December 17, 2020 in the City Council Chambers located at 221 E. Main Street, Round Rock, Texas 78664. Mayor Morgan called the meeting to order at 5:02 PM.

ROLL CALL

Present: 7 - Mayor Craig Morgan
Mayor Pro-Tem Writ Baese
Council Member Michelle Ly
Council Member Rene Flores
Council Member Matthew Baker
Council Member Frank Ortega
Council Member Hilda Montgomery

Absent: 0

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

Tony Prete, 211 N. AW Grimes, Round Rock, with People and Parks spoke to Council regarding money they raised toward a park project.

Jason Ball, Round Rock Chamber President and CEO, spoke in favor of Item 14 Emergency Ordinance.

PROCLAMATIONS, STAFF RECOGNITION AND SPECIAL PRESENTATIONS:

- E.1** [Consider a special presentation to Ashley Yost for her fundraising work on behalf of the Leukemia & Lymphoma Society.](#)

CONSENT AGENDA:

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

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

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

- F.1** [Consider approval of the minutes for the November 24, 2020 and December 3, 2020 City Council meetings.](#)

The Minutes were approved on the Consent Agenda as presented.

- F.2** [Consider an ordinance amending Chapter 22, Code of Ordinances \(2018 Edition\), regarding municipal court fines and fees. \(Second Reading\)](#)

This item was adopted on the Consent Agenda.

- F.3** [Consider a resolution authorizing the Mayor to execute Supplemental Agreement No. 1 with Genuine Parts Company, dba NAPA Auto Parts, for the purchase of auto parts.](#)

This item was approved on the Consent Agenda.

- F.4** [Consider a resolution authorizing the Mayor to execute Term Renewal Agreement No. 1 with PerfectMIND, Inc. for Parks and Recreation Program Management Software.](#)

This item was approved on the Consent Agenda.

- F.5** [Consider a resolution authorizing the Mayor to execute an Agreement with OverDrive, Inc. for the purchase of digital content materials for the City's Public Library.](#)

This item was approved on the Consent Agenda.

RESOLUTIONS:

- G.1** [Consider a resolution authorizing the Mayor to execute the Second Amendment to Economic Development Agreement with Stonemill Hospitality, LLC.](#)

Jordan Robinson, Round Rock Chamber, made the staff presentation.

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

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

- G.2** [Consider a resolution authorizing the Mayor to execute a Real Estate Contract with Rock Real Estate, LLC for the sale of 217 Commerce Cove.](#)

Steve Sheets, City Attorney, made the staff presentation.

A motion was made by Mayor Pro-Tem Baese, 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 Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

G.3 [Consider a resolution authorizing the Mayor to execute an Agreement with The PlayWell Group, Inc. for the purchase of custom metal shade structures for the "Park in a Park" Project at Old Settlers Park.](#)

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

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

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

G.4 [Consider a resolution authorizing the Mayor to execute an Agreement with Riata Ford for Ford Automotive Repair Services.](#)

Chad McDowell, General Services Director, made the staff presentation.

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

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

G.5 [Consider a resolution authorizing the City Manager to issue a Purchase Order to Freightliner of Austin for the purchase of a dump truck for the Transportation Department.](#)

Chad McDowell, General Services Director, made the staff presentation.

A motion was made by Council Member Ortega, 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 Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

G.6 [Consider a resolution authorizing the Mayor to execute an Agreement with IDEXX Distribution, Inc. for the purchase of laboratory equipment and supplies.](#)

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

A motion was made by Council Member Montgomery, 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 Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

G.7 [Consider a resolution authorizing the Mayor to execute an Easement Purchase Agreement with Davidass Mahendru and Swaran Mahendru for acquisition of a 0.288-acre electric utility easement for BCRUA Phase 2 project.](#)

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 Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

- G.8** [Consider a resolution authorizing the Mayor to execute an Easement Purchase Agreement with the Lower Colorado River Authority for acquisition of tunnel, intake riser, and temporary construction easements for BCRUA Phase 2 project.](#)

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

A motion was made by Mayor Pro-Tem Baese, 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 Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

PUBLIC HEARINGS:

- H.1** [Consider public testimony regarding the Community Development Block Grant \(CDBG\) 2019 Consolidated Annual Performance Evaluation Report \(CAPER\).](#)

Joe Brehm, Community Development Administrator made the staff presentation.

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

ORDINANCES:

- I.1** [Consider public testimony regarding, and an ordinance rezoning a 2.92-acre tract located at the southwest corner of Chisholm Trail Road and W. Old Settlers Boulevard from the LI \(Light Industrial\) zoning district to the C-1a \(General Commercial - Limited\) zoning district. \(First Reading\)*](#)

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

Mayor Morgan opened the public hearing for public testimony.

Bonnie Visnius 3252 Sanibel Ct, Round Rock, spoke in support of the rezoning.

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

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

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

A motion was made by Mayor Pro-Tem Baese, seconded by Council Member Montgomery, 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 Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

I.2 [Consider an ordinance changing the name of a portion of Oakmont Drive to N. Mays Street. \(First Reading\)*](#)

Gary Hudder, Transportation Director, made the staff presentation.

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

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

A motion was made by Mayor Pro-Tem Baese, seconded by Council Member Montgomery, 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 Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

I.3 [Consider public testimony regarding, and an ordinance amending Chapter 4, Section 4-82, Code of Ordinances \(2018 Edition\), regarding water and wastewater impact fees. \(First Reading\) \(Requires Two Readings\)](#)

Michael Thane, Utilities Director and Angie Flores with Raftelis 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 Council Member Flores, seconded by Council Member Montgomery, to approve the Ordinance. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

I.4 [Consider readopting Emergency Ordinance No. 0-2020-0311, declaring that a public health emergency exists, establishing requirements for commercial entities to post public notice, and requiring the wearing of face coverings in certain situations. \(First Reading\)\(Second Reading Not Required\)](#)

Mayor Morgan made the staff presentation.

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

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

The Mayor went out of order of the regular agenda to re-open Citizen Communication:

CITIZEN COMMUNICATION

John Moman, spoke to cede his time to the next speaker Jason Kuipers.

Jason Kuipers with ZOX spoke to Council about he and his family's recent relocation to Round Rock and their company.

Joseph McCullough, 8519 Priest River Drive, Round Rock, spoke to Council in support of masks and the Emergency Ordinance.

The Mayor continued with the regular order of the agenda.

APPOINTMENTS:**J.1** [Consider the appointment a primary member and alternate member to the CAMPO Technical Advisory Committee.](#)

A motion was made by Council Member Flores, seconded by Council Member Montgomery, to appoint Gary Hudder as Primary and Gerald Pohlmer as alternative member. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

J.2 [Consider one appointment of a representative to the Round Rock Chamber board of directors.](#)

A motion was made by Mayor Morgan, seconded by Council Member Flores, to appoint Council Member Baker. The motion passed by the following vote:

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

J.3 [Consider the appointment of a Mayor Pro-Tem.](#)

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

Ayes: 7 - Mayor Morgan
Mayor Pro-Tem Baese
Council Member Ly
Council Member Flores
Council Member Baker
Council Member Ortega
Council Member Montgomery

Nays: 0

Absent: 0

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 6:24 PM.

Respectfully Submitted,

Meagan Spinks, Deputy City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider an ordinance amending Chapter 4, Section 4-82, Code of Ordinances (2018 Edition), regarding water and wastewater impact fees. (Second Reading)

Type: Ordinance

Governing Body: City Council

Agenda Date: 1/14/2021

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Ordinance, Exhibit A, Approval Letter

Department: Utilities and Environmental Services

Text of Legislative File 2021-001

The City last updated the water and wastewater impact fees in March 2016. At that time, the City made a commitment to review the existing impact fees that new customers are charged for tying into the water and wastewater systems every three years. As part of the process to update the impact fees, the City reviewed and updated the existing land use plan, annexation plan, and the water and wastewater system capital improvement/master plans.

Since the latest plan updates, there are several projects that are anticipated over the next 10 years that will have a direct influence on the new impact fees. These improvements have been included in our Updated Water and Wastewater System Master Plans and in the new impact fee calculation. The current impact fees that are charged to new customers connecting to the City's water and wastewater system are \$4,025 for water and \$2,099 for wastewater per Living Unit Equivalent (LUE).

The proposed impact fees for new customers connecting to the City's water and wastewater system would be \$4,234 and \$1,799 per LUE respectively. If approved, these new impact fees will be assessed to new customers with plats recorded after February 1, 2021. A presentation of the report of the proposed impact fees was made to the City's Capital Improvement Advisory Committee (CIAC) on November 4, 2020. A recommendation letter from the CIAC is provided in the final report, and is included in the Council packet.

At the November 12th City Council meeting, the Council set the date for the Public Hearing for December

17th. The Texas Local Government Code requires that the City post a notice for a Public Hearing in a newspaper of general circulation in each County in which the Political Subdivision is located, 30 days in advance of the Public Hearing. Therefore, the City advertised the impact fee update in the Round Rock Leader on November 14th.

ORDINANCE NO. O-2020-0361

AN ORDINANCE AMENDING ZONING AND DEVELOPMENT CODE, CHAPTER 4, ARTICLE VI, SECTION 4-82, CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, REGARDING WATER AND WASTEWATER IMPACT FEES; 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:

1.

That Zoning and Development Code, Chapter 4, Article VI, Section 4-82(f), subsections (2) and (3), Code of Ordinances (2018 Edition), City of Round Rock, Texas, are hereby amended to read as follows:

Sec. 4-82. - Water and wastewater impact fees.

(f) Impact fees per service unit.

- (2) Beginning on ~~March 1, 2016~~February 1, 2021, the city shall assess and collect per service unit to be served by the city's water system a water impact fee of ~~\$4,025,004,234.00~~.
- (3) Beginning on ~~March 1, 2016~~February 1, 2021, the city shall assess and collect per service unit to be served by the city's wastewater system a wastewater impact fee of ~~\$2,099,001,799.00~~.

11.

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

EXHIBIT
"A"

CITY OF
Round Rock

Impact Fee Report

Report / October 20, 2020



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1.0 Introduction and Summary

The City of Round Rock (City) is currently updating its impact fees to reflect the latest 10-year Capital Improvements Program (CIP) from the City's latest master plan. The CIP reflects the latest information about future projects. This report establishes the maximum impact fee applicable to the City of Round Rock.

Raftelis has completed the impact fee study in compliance with Chapter 395 of the Texas Local Government Code. Chapter 395 dictates how impact fees are calculated in Texas. This report outlines the details of the impact fee study.

As a result of the study, the maximum allowable impact fee that may be adopted was calculated. Chapter 395 allows either a rate credit by other methods of payment for utility capital by a new customer or a reduction of the unit capital costs by 50% to calculate the maximum allowable fee. The maximum fee amount is the maximum fee the city may lawfully charge based on given capital improvements, existing capacity, and the selected rate credit. City Council does not have to select the maximum rate and may select fees lower than the maximum allowable to be assessed.

Per this report, the Raftelis and the Capital Improvement Advisory Committee (CIAC) have reviewed the overall water and wastewater maximum fees by classification. The water maximum fee is based on water supply, water treatment, pumping, storage, and transmission classifications. The wastewater maximum fee is based on wastewater treatment, pumping, and interceptor classifications. By utilizing these classifications, the City may add or subtract categories to reflect the developer's contribution. For example, if a developer is contributing the water transmission lines, then the water transmission classification may be removed from the fee. In the future, if the City chooses to provide wholesale service to utilities, then these classifications may be used to calculate impact fees for relevant customers. Local distribution lines are not included in the impact fee calculations. Typically, distribution lines are contributed by the developers.

The design assumptions, service demand assumptions, and planning costs were obtained in coordination with the City and the City's engineers. The financial information was provided by the City. Raftelis utilized all this information to calculate a maximum impact fee.

2.0 Land Use Assumptions

Figures 1 and 2 show the service area for the study. This reflects the area where the impact fee will be applied. The acres served represent the City's ETJ and certified water and wastewater service areas. The acreage is then further broken down into classifications.

Table 1 shows the current and future land use assumptions in the model. The 2020 classifications are based on current land uses. Currently, the ETJ is 37,077 acres with 28,892 water service area acres and 32,352 wastewater service area acres. The projected 2030 numbers do not change in total acreage but change in use of acreage. The change in acreage and the usage of acreage is based on extensive research by City staff and its engineering consultants.

Figure 1 Water Service Area Map

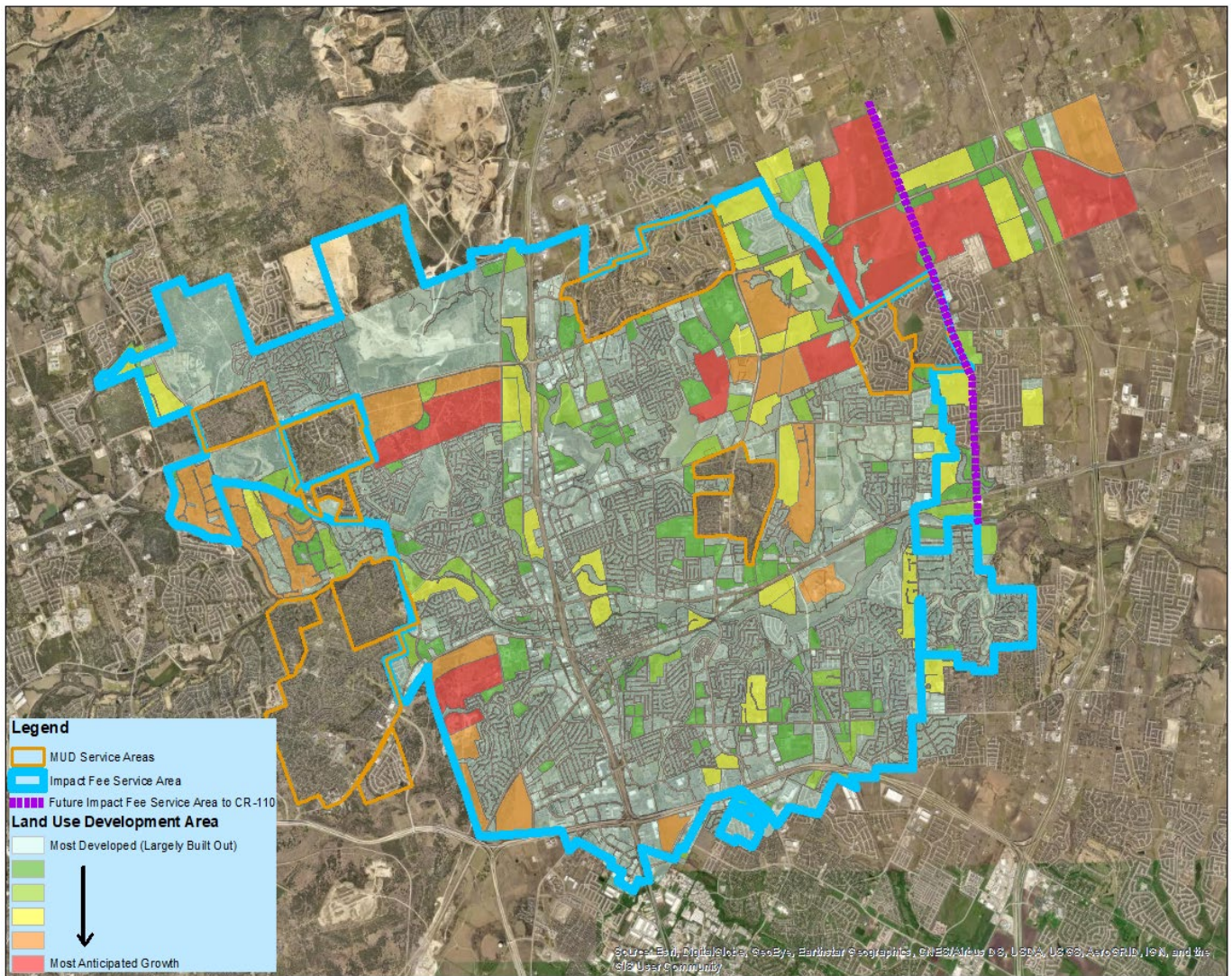


Figure 2 Wastewater Service Area Map

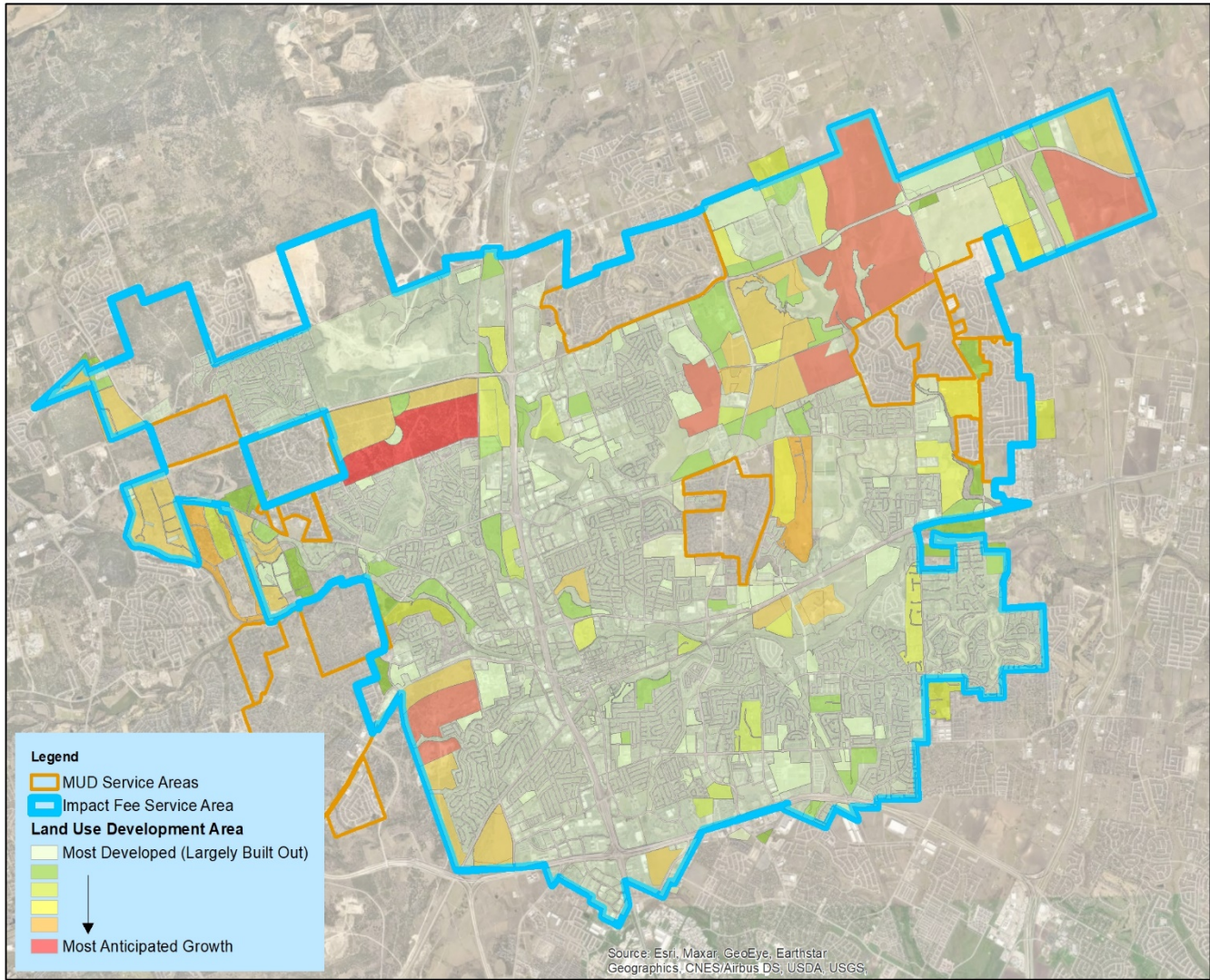


Table 1 Land Use Assumptions

Land Use Classification	2020			2030		
	ETJ Acres	Water Acres	WW Acres	ETJ Acres	Water Acres	WW Acres
Agricultural/Undeveloped	8,987	5,493	8,556	6,843	3,959	6,412
Commercial	3,076	2,308	2,725	3,334	2,547	2,983
Educational Facility	1,257	645	1,016	1,691	710	1,450
Government/Institutional	1,171	616	1,110	1,171	732	1,110
Industrial	663	824	619	686	871	642
Mining	1,594	1,512	1,560	1,631	1,549	1,597
Mixed-Use	21	265	21	272	270	272
Multi-Family	905	751	816	924	1,090	835
Recreational/Parkland/Open Space/Drainage	6,212	7,837	5,564	6,212	7,295	5,564
Residential	13,191	8,641	10,365	14,313	9,869	11,487
Total	37,077	28,892	32,352	37,077	28,892	32,352

3.0 Current and Projected Utility Demand and Supply

Table 2 displays the current counts of water and wastewater meters in Round Rock. The meter counts were provided by the City. The table displays the number of meters and the Living Unit Equivalent (LUE) conversion factor used. The typical single-family household in Round Rock uses a 5/8" meter. The 5/8" meter represents one LUE.

The LUE conversion factors are primarily based on standard AWWA meter equivalent ratios, with the exception of the 3" meter. Meters larger than 5/8" are defined in terms of a 5/8" meter. For example, a 2" meter has a conversion factor of 8 LUEs/meter. The 3" has a conversion factor of 16 LUEs instead of the 15 LUEs that the AWWA standard calls for. This factor is set according to Round Rock's internal conversion standards. The conversion factors, along with the numbers of meters, are then used to determine the service demand for water and wastewater. This allows for an intuitive process when calculating correct impact fees for developments, especially for developments with meters larger than 5/8".

Table 2 Water and Wastewater LUEs

Water Meter Size	Living Unit Equivalents (LUEs per Meter) (a)	Number of Meters in 2020 (b)	Number of LUEs in 2020
WATER			
5/8"	1.00	33,232	33,232
3/4"	1.50	532	798
1"	2.50	687	1,718
1.5"	5.00	548	2,740
2"	8.00	668	5,344
3"	16.00	167	2,672
4"	25.00	56	1,400
6"	50.00	27	1,350
8"	80.00	48	3,840
10"	115.00	4	460
Total Water		35,969	53,554
WASTEWATER			
5/8"	1.00	32,756	32,756
3/4"	1.50	373	560
1"	2.50	299	748
1.5"	5.00	487	2,435
2"	8.00	559	4,472
3"	16.00	120	1,920
4"	25.00	48	1,200
6"	50.00	22	1,100
8"	80.00	33	2,640
10"	115.00	1	115
Total Wastewater		34,698	47,945
(a) Derived from AWWA C700-C703 standards for continue rated flow performance scaled to 5/8" meter.			
(b) Source: City of Round Rock, meter count as of November 2019			

Table 3, below, presents the projected growth of LUEs for water and wastewater service. Water connections are estimated to grow by 9,627 over the ten-year period (963 per year). For wastewater, the connections are estimated to grow by 7,430 over the ten-year period (743 per year). These growth projections come from the City's master plan document, which estimates annual water population growth of 2.4% and annual wastewater population growth of 2% over the ten-year period. The projected LUE's then increase at the same rate as the connections. In 2030, water LUEs are projected to be at 67,887 LUEs and wastewater LUEs are projected to be at 58,212 LUEs.

Table 3 Estimated Water and Wastewater Growth

Year	Water			Wastewater		
	Connections	LUEs	Population	Connections	LUEs	Population
2020	35,969	53,554	141,460	34,698	47,945	144,209
2030	45,596	67,887	179,322	42,128	58,212	175,090

Table 4 shows the assumptions used to calculate the various LUE conversion factors. These assumptions were determined based on conversations with City staff. Each impact fee category, such as water supply, must be converted from gallons to equivalent LUEs. For example, to calculate a supply conversion factor, the gallons per capita per day (gpcd) is multiplied by persons per household to calculate a 350 gallons per day (gpd) per LUE conversion factor.

Table 4 Capacity Estimates

2020				2030			
Gallons Per Capita per Day (gpcd)	Persons per Household	Treatment Peaking Factor	Pumping Peaking Factor	Gallons Per Capita per Day (gpcd)	Persons per Household	Treatment Peaking Factor	Pumping Peaking Factor
140	2.5	2.0	1.6	140	2.5	2.0	1.6

Tables 5 and 6 display the existing capacities and estimated demands for water and wastewater, respectively. Growth in demand is based on the growth in connections. The current and projected service demands are compared to the existing capacities. It should be noted that although elevated storage appears to need capacity investments over the ten-year study period, ground storage delivers the same benefit to Round Rock, so the combined capacities are more than met. The estimated capacities for wastewater pumping are calculated differently than the other capacities. Most of Round Rock's wastewater pumping capacity is served by gravity pumping, so lift stations are only needed in certain areas of Round Rock. To accurately reflect wastewater pumping capacity/demand, Raftelis and City staff calculated the capacity for the areas that utilize pumping capacity in the system.

Table 5 Water Capacities

Facility Type	2020	2030	10-Yr Demand Increment	2020 LUE Conversion Factor	2030 LUE Conversion Factor
Supply					
Existing 2020 Capacity (mgd)	32.68	32.68			
Est. Service Demand	18.74	23.76	5.02	350	350
Excess (Deficiency)	13.94	8.92		gpd/LUE	gpd/LUE
Existing 2020 Capacity (LUEs)	93,371	93,371			
Est. Service Demand	53,554	67,887	14,334		
Excess (Deficiency)	39,818	25,484			
Treatment					
Existing 2020 Capacity (mgd)	62.50	62.50			
Est. Service Demand	37.49	47.52	10.03	700	700
Excess (Deficiency)	25.01	14.98		gpd/LUE	gpd/LUE
Existing 2020 Capacity (LUEs)	89,286	89,286			
Est. Service Demand	53,554	67,887	14,334		
Excess (Deficiency)	35,732	21,399			
Pumping					
Existing 2020 Capacity (mgd)	118.27	118.27			
Est. Service Demand	59.98	76.03	16.05	1,120	1,120
Excess (Deficiency)	58.29	42.24		gpd/LUE	gpd/LUE
Existing 2020 Capacity (LUEs)	105,600	105,600			
Est. Service Demand	53,554	67,887	14,334		
Excess (Deficiency)	52,046	37,712			
Ground Storage					
Existing 2020 Capacity (mg)	8.61	8.61			
Est. Service Demand	4.02	5.09	1.08	75	75
Excess (Deficiency)	4.59	3.52		gallons/LUE	gallons/LUE
Existing 2020 Capacity (LUEs)	114,780	114,780			
Est. Service Demand	53,554	67,887	14,334		
Excess (Deficiency)	61,227	46,893			
Elevated Storage					
Existing 2020 Capacity (mg)	10.57	10.57			
Est. Service Demand	8.94	11.34	2.39	167	167
Excess (Deficiency)	1.63	(0.77)		gallons/LUE	gallons/LUE
Existing 2020 Capacity (LUEs)	63,293	63,293			
Est. Service Demand	53,554	67,887	14,334		
Excess (Deficiency)	9,740	(4,594)			
Transmission (>6 inch)					
Existing 2020 Capacity (mgd)	90.30	90.30			
Est. Service Demand	59.98	76.03	16.05	1,120	1,120
Excess (Deficiency)	30.32	14.27		gpd/LUE	gpd/LUE
Existing 2020 Capacity (LUEs)	80,625	80,625			
Est. Service Demand	53,554	67,887	14,334		
Excess (Deficiency)	27,072	12,738			

Table 6 Wastewater Capacities

Facility Type	2020	2030	10-Yr Demand Increment	2020 LUE Conversion Factor	2030 LUE Conversion Factor
Treatment					
Existing 2020 Capacity (mgd)	17.10	17.10			
Est. Service Demand	13.42	16.30	2.87	280	280
Excess (Deficiency)	3.68	0.80		gpd/LUE	gpd/LUE
Existing 2020 Capacity (LUEs)	61,071	61,071		3.85	
Est. Service Demand	47,945	58,212	10,267		
Excess (Deficiency)	13,126	2,860			
Pumping				1.93	
Existing 2020 Capacity (mgd)	8.86	8.86			
Est. Service Demand	1.93	2.34	0.41	1,077	1,077
Excess (Deficiency)	6.93	6.52		gpd/LUE	gpd/LUE
Existing 2020 Capacity (LUEs)	8,227	8,227			
Est. Service Demand	1,788	2,171	383		
Excess (Deficiency)	6,438	6,055			
Interceptors					
Existing 2020 Capacity (mgd)	155.63	155.63			
Est. Service Demand	51.64	62.69	11.06	1,077	1,077
Excess (Deficiency)	103.99	92.94		gpd/LUE	gpd/LUE
Existing 2020 Capacity (LUEs)	144,503	144,503			
Est. Service Demand	47,945	58,212	10,267		
Excess (Deficiency)	96,558	86,291			

4.0 Major Capital Improvement Needs and Costs

City staff and the City's engineering consultants identified impact fee eligible projects over the ten-year study period. The CIP includes existing facilities with available capacity for future growth as well as future projects that will be required to meet future capacity needs. The capital improvement projects included in this report were developed through rigorous modeling of the existing water and wastewater systems based on existing and future demands. Projects were also identified through extensive discussions with City staff regarding existing infrastructure needs and associated costs to adequately serve future growth. The projects identified in the CIP also include reuse projects that will result in additional water capacity for the system.

Tables 7, 8 and 9 calculate the cost per LUE for each of the projects identified in the 10-year CIP. The tables show the estimated cost of the project, start date, and addition to capacity. The weighted average unit cost of service is based on the share of the existing versus new capacity (based on the projected growth in population). For water transmission and wastewater interceptors, the growth in capacity is based on estimated total capacity added by all the projects. The additional lines all work together to produce the added capacity.

Table 7 Water Supply, Treatment, Pumping, and Ground Storage CIP

Facility Name	Date of Need	Facility Capacity Allocations (LUEs)								
		Cost		Capacity		Cost per LUE	Existing Customers ²	Growth in Next 10 Yrs ²	Excess Capacity	Total Capacity
		Original	Installed ¹	Total	LUEs					
WATER SUPPLY										
Existing Facilities										
Total Existing Water Supply Facilities	N/A	\$ 44,837,001	\$ 44,837,001	32.68	93,371	\$ 480	53,554	500	39,318	93,371
Future Facilities										
Phase 2 Deep Water Intake at Lake Travis	2025		\$ 60,608,500							
Subtotal Future Facilities		\$ -	\$ 60,608,500	10.17	29,062	\$ 2,085	-	13,834	15,229	29,062
Total Water Supply		\$ 44,837,001	\$ 105,445,501	42.85	122,434	\$ 861	53,554	14,334	54,546	122,434
		WEIGHTED AVERAGE CAPITAL COST PER NEW LUE = \$ 2,029								
WATER TREATMENT										
Existing Facilities										
Existing Water Treatment Facilities	N/A	\$ 93,911,265	\$ 93,911,265	62.50	89,286	\$ 1,052	53,554	12,000	23,732	89,286
Future Facilities										
Phase 1D Capacity Increase at BCRUA WTP	2027		\$ 4,000,500							
Subtotal Future Facilities			\$ 4,000,500	3.00	4,286	\$ 933	-	2,334	1,952	4,286
Total Water Treatment		\$ 93,911,265	\$ 97,911,765	65.50	93,571	\$ 1,046	53,554	14,334	25,684	93,571
		WEIGHTED AVERAGE CAPITAL COST PER NEW LUE = \$ 1,033								
WATER PUMPING										
Existing Facilities										
Existing Pumping Facilities	N/A	\$ 4,451,201	\$ 4,451,201	118.27	105,600	\$ 42	53,554	14,334	37,712	105,600
Future Facilities										
Subtotal Future Facilities			\$ -	-	-	\$ -	-	(0)	0	-
Total Water Pumping		\$ 4,451,201	\$ 4,451,201	118.27	105,600	\$ 42	53,554	14,334	37,712	105,600
		WEIGHTED AVERAGE CAPITAL COST PER NEW LUE = \$ 42								
GROUND STORAGE										
Existing Facilities										
Existing Ground Storage Facilities	N/A	\$ 6,318,591	\$ 6,318,591	8.61	114,780	\$ 55	53,554	4,000	57,227	114,780
Future Facilities										
1.0 Million Gallon Reuse Ground Storage Tank	2022		\$ 1,628,400	1.00						
Subtotal Future Facilities			\$ 1,628,400	1.00	13,333	\$ 122	-	10,334	3,000	13,333
Total Ground Storage		\$ 6,318,591	\$ 7,946,991	9.61	128,113	\$ 62	53,554	14,334	60,226	128,113
		WEIGHTED AVERAGE CAPITAL COST PER NEW LUE = \$ 103								
¹ Assumes inflation if installation occurs after current year; if facility already exists this number is equal to original cost.										
² Service Demands from Table 5										

Table 8 Water Elevated Storage and Transmission CIP

Facility Name	Date of Need	Facility Capacity Allocations (LUEs)									
		Cost		Capacity		Cost per LUE	Existing Customers ²	Growth in Next 10 Yrs ²	Excess Capacity	Total Capacity	
		Original	Installed ¹	Total	LUEs						
ELEVATED STORAGE											
Existing Facilities											
Existing Elevated Storage Facilities	N/A	\$ 16,715,851	\$ 16,715,851	10.57	63,293	\$ 264	53,554	14,334	(4,594)	63,293	
Future Facilities											
Subtotal Future Facilities			\$ -	-	-	\$ -	-	(0)	0	-	
Total Elevated Storage		\$ 16,715,851	\$ 16,715,851	10.57	63,293	\$ 264	53,554	14,334	(4,594)	63,293	
WEIGHTED AVERAGE CAPITAL COST PER NEW LUE =						\$ 264					
TRANSMISSION											
Existing Facilities											
Existing Transmission Facilities	N/A	\$ 97,558,593	\$ 97,558,593	90.30	80,625	\$ 1,210	53,554	7,167	19,905	80,625	
Future Facilities											
Hester's Crossing and CR-172 from west 971 zone to S-81 EST	2025		\$ 3,270,000								
FM-1460 toward Westinghouse Rd, east to future road	2027		\$ 2,350,000								
Palm Valley Blvd (north side) extension to CR-110	2029		\$ 600,000								
Loop from GR-09 to Westinghouse to University	2030		\$ 2,440,000								
E Liberty Avenue, N Shephard St & Fannin Ave	2021		\$ 500,000								
Kenny Fort Blvd from Forest Creek Blvd to Chandler Creek Blvd	2022		\$ 1,570,000								
Kenny Fort Blvd from Old Settlers Blvd to Chandler Creek Blvd	2024		\$ 2,450,000								
Sam Bass Rd from FM-1431 to Wyoming Springs Dr	2025		\$ 7,000,000								
University Blvd extension from end of 36-inch main to CR-110	2025		\$ 1,150,000								
Redbud Lane from south of Palm ValleyBlvd to Gattis School Rd	2026		\$ 4,560,000								
12-Inch Reuse Line to Stony Point HS	2022		\$ 614,328								
Subtotal Future Facilities			\$ 26,504,328	24.90	22,232	\$ 1,192	-	7,167	15,066	22,232	
Total Transmission		\$ 97,558,593	\$ 124,062,921	115.20	102,857	\$ 1,206	53,554	14,334	34,970	102,857	
WEIGHTED AVERAGE CAPITAL COST PER NEW LUE =						\$ 1,201					
¹ Assumes inflation if installation occurs after current year; if facility already exists this number is equal to original cost.											
² Service Demands from Table 5											

Table 9 Wastewater CIP

Facility Name	Date of Need	Cost		Capacity		Cost per LUE	Facility Capacity Allocations (LUEs)			
		Original	Installed ¹	Total	LUEs		Existing Customers ²	Growth in Next 10 Yrs ²	Excess Capacity	Total Capacity
WASTEWATER TREATMENT										
Existing Facilities										
Existing Wastewater Treatment Facilities	N/A	\$ 76,176,556	\$ 76,176,556	17.10	61,071	\$ 1,247	47,945	1,000	12,126	61,071
Future Facilities										
Planning and preliminary engineering to expand East WWTP	2030		\$ 2,500,000	4.00						
Subtotal Future Facilities			\$ 2,500,000	4.00	14,286	\$ 175	-	9,267	5,019	14,286
Total Wastewater Treatment		\$ 76,176,556	\$ 78,676,556	21.10	75,357	\$ 1,044	47,945	10,267	17,145	75,357
WEIGHTED AVERAGE CAPITAL COST PER NEW LUE =						\$ 279				
WASTEWATER PUMPING										
Existing Facilities										
Existing Pumping Facilities	N/A	\$ 2,759,068	\$ 2,759,068	8.86	8,227	\$ 335	1,788	250	6,188	8,227
Future Facilities										
Forest Creek lift station expansion	2022		\$ 3,168,000	1.54						
Hilton Head lift station expansion	2022		\$ 1,751,000	0.76						
Subtotal Future Facilities			\$ 4,919,000	2.30	2,136	\$ 2,303	-	133	2,003	2,136
Total Wastewater Pumping		\$ 2,759,068	\$ 7,678,068	11.16	10,362	\$ 741	1,788	383	8,191	10,362
WEIGHTED AVERAGE CAPITAL COST PER NEW LUE =						\$ 1,019				
INTERCEPTORS										
Existing Facilities										
Existing Interceptor Facilities	N/A	\$ 55,493,954	\$ 55,493,954	155.63	144,503	\$ 384	47,945	5,134	91,425	144,503
Future Facilities										
Upsize 5,500 LF of 15-inch sanitary sewer to 24-inch along Lake Creek	2021		\$ 1,856,000							
Upsize 3,015 LF of existing 10-inch and 12-inch sanitary sewer to 12-inch and 18-inch	2023		\$ 831,000							
Upsize 3,975 LF of existing 10-inch and 12-ich sanitary sewer to 12-inch and 15-inch	2024		\$ 1,026,000							
9,120 LF of new 8-inch through 12-inch sanitary sewer to convey flows from new developments in the McNutt basin	2025		\$ 1,576,000							
5,155 LF of new 24-inch sanitary sewer to convey flows from new developments in the McNutt basin	2026		\$ 1,602,000							
Upsize 955 LF of existing 6-inch and 8-inch sanitary sewer to 12-inch and 15-inch	2027		\$ 230,000							
6,760 LF of new 18-inch sanitary sewer to convey flows from new developments in the McNutt basin	2022		\$ 1,973,000							
Subtotal Future Facilities			\$ 9,094,000	15.44	14,336	\$ 634	-	5,133	9,203	14,336
Total Interceptors		\$ 55,493,954	\$ 64,587,954	171.07	158,839	\$ 407	47,945	10,267	100,627	158,839
WEIGHTED AVERAGE CAPITAL COST PER NEW LUE =						\$ 509				
¹ Assumes inflation if installation occurs after current year; if facility already exists this number is equal to original cost.										
² Service Demands from Table 6										

5.0 Methods of Capital Payment

Chapter 395 allows for two ways to pay for capital improvements:

- An up-front impact fee that allows the new customer to buy into the system.
- Monthly utility fees that go towards the debt service of the system.

To calculate the impact fee, the law allows the utility to either use a 50% credit of the total projected cost of capital for all projects or to apply a credit for rate payments. The utility may select the maximum fee amount after these credits have been assessed.

Tables 10 and 11 summarize the present value of the existing and projected debt. This represents the amount of debt that will be paid through rates. The debt projections are based on a 100% debt funding target. The midpoint, in 2025, of LUEs are used to determine the rate credit. The total credit from existing and projected growth are then summed to arrive at a total rate credit number.

Table 10 Water Debt

Facility Type	Est. Debt in Rates	Mid-Point LUEs	Est. Debt in Rates per LUE
WATER UTILITY			
Supply			
Existing Debt	\$ 4,124,129	60,720	\$ 68
Series 2020 - 2030 New Growth	\$ 12,674,745	60,720	\$ 209
Subtotal Water Supply	\$ 16,798,873		\$ 277
Treatment			
Existing Debt	\$ 3,889,618	60,720	\$ 64
Series 2020 - 2030 New Growth	\$ 344,452	60,720	\$ 6
Subtotal Treatment	\$ 4,234,070		\$ 70
Pumping			
Existing Debt	\$ -	60,720	\$ -
Series 2020 - 2030 New Growth	\$ -	60,720	\$ -
Subtotal Water Pumping	\$ -		\$ -
Ground Storage			
Existing Debt	\$ -	60,720	\$ -
Series 2020 - 2030 New Growth	\$ 162,540	60,720	\$ 3
Subtotal Ground Storage	\$ 162,540		\$ 3
Elevated Storage			
Existing Debt	\$ -	60,720	\$ -
Series 2020 - 2030 New Growth	\$ -	60,720	\$ -
Subtotal Elevated Storage	\$ -		\$ -
Transmission			
Existing Debt	\$ 3,200,767	60,720	\$ 53
Series 2020 - 2030 New Growth	\$ 2,390,817	60,720	\$ 39
Subtotal Transmission	\$ 5,591,584		\$ 92
TOTAL WATER	\$ 26,787,067		\$ 441

Table 11 Wastewater Debt

Facility Type	Est. Debt in Rates	Mid-Point LUEs	Est. Debt in Rates per LUE
WASTEWATER UTILITY			
Treatment			
Existing Debt	\$ 239,772	53,078	\$ 5
Series 2020 - 2030 New Growth	\$ 51,027	53,078	\$ 1
Subtotal Wastewater Treatment	\$ 290,800		\$ 5
Pumping			
Existing Debt	\$ -	53,078	\$ -
Series 2020 - 2030 New Growth	\$ 51,027	53,078	\$ 1
Subtotal Wastewater Pumping	\$ 51,027		\$ 1
Interceptors			
Existing Debt	\$ 128,542	53,078	\$ 2
Series 2020 - 2030 New Growth	\$ 90,484	53,078	\$ 2
Subtotal Interceptors	\$ 219,026		\$ 4
TOTAL WASTEWATER	\$ 560,853		\$ 11
TOTAL WATER AND WASTEWATER	\$ 27,347,920		\$ 452

6.0 Impact Fee Calculations

Table 12 summarizes the maximum possible impact fees. The maximum fee for each classification is selected to establish the recommended maximum impact fee. The impact fee and CIP study cost of \$27,000 is distributed based on the midpoint of total projected water and wastewater 2030 LUEs. This equals approximately \$2 for water and wastewater. The maximum fee for water is \$4,234. The maximum fee for wastewater is \$1,799.

Table 12 Water and Wastewater Impact Fee Credit

Item	Weighted Capital Cost of New Service per LUE	Optional Adjustments		Highest of Option A or B		
		Option A Rate Credit	Option B 50% Cost Adjustment	Option A	Option B	Option A or B
WATER						
Supply	\$ 2,029	\$ 277	\$ 1,015	\$ 1,753	\$ 1,015	\$ 1,753
Treatment	\$ 1,033	\$ 70	\$ 516	\$ 963	\$ 516	\$ 963
Pumping	\$ 42	\$ -	\$ 21	\$ 42	\$ 21	\$ 42
Ground Storage	\$ 103	\$ 3	\$ 52	\$ 101	\$ 52	\$ 101
Elevated Storage	\$ 264	\$ -	\$ 132	\$ 264	\$ 132	\$ 264
Transmission	\$ 1,201	\$ 92	\$ 601	\$ 1,109	\$ 601	\$ 1,109
Allocated Impact Fee Study Costs	\$ 2			\$ 2	\$ 2	\$ 2
Total Water	\$ 4,675	\$ 441	\$ 2,336	\$ 4,234	\$ 2,339	\$ 4,234
WASTEWATER						
Treatment	\$ 279	\$ 5	\$ 140	\$ 274	\$ 140	\$ 274
Pumping	\$ 1,019	\$ 1	\$ 509	\$ 1,018	\$ 509	\$ 1,018
Interceptors	\$ 509	\$ 4	\$ 255	\$ 505	\$ 255	\$ 505
Allocated Impact Fee Study Costs	\$ 2			\$ 2	\$ 2	\$ 2
Total Wastewater	\$ 1,809	\$ 11	\$ 904	\$ 1,799	\$ 906	\$ 1,799
TOTAL WATER/WASTEWATER						

Table 13 shows the water impact fee by meter size. Table 14 shows the wastewater impact fee by meter size.

Table 13 Water Impact Fee

Meter Size	Living Unit Equivalents (LUEs per Meter)	Fee
WATER		
5/8"	1.00	\$ 4,234
3/4"	1.50	\$ 6,351
1"	2.50	\$ 10,585
1.5"	5.00	\$ 21,169
2"	8.00	\$ 33,871
3"	16.00	\$ 67,741
4"	25.00	\$ 105,846
6"	50.00	\$ 211,691
8"	80.00	\$ 338,706
10"	115.00	\$ 486,890

Table 14 Wastewater Impact Fee

Meter Size	Living Unit Equivalents (LUEs per Meter)	Fee
WASTEWATER		
5/8"	1.00	\$ 1,799
3/4"	1.50	\$ 2,698
1"	2.50	\$ 4,497
1.5"	5.00	\$ 8,994
2"	8.00	\$ 14,391
3"	16.00	\$ 28,782
4"	25.00	\$ 44,972
6"	50.00	\$ 89,945
8"	80.00	\$ 143,912
10"	115.00	\$ 206,873

7.0 Advisory Committee Actions and Recommendations

The following summarizes the Advisory Committee activities during the impact fee meetings:

- November 4, 2020 - TBD



ROUND ROCK TEXAS

PLANNING & DEVELOPMENT SERVICES DEPARTMENT

Mayor
Craig Morgan

Mayor Pro-Tem
Writ Baese

Councilmembers
Tammy Young
Rene Flores
Matthew Baker
Will Peckham
Hilda Montgomery

City Manager
Laurie Hadley

City Attorney
Stephan L. Sheets

November 6, 2020

Mayor Craig Morgan
Mayor Pro-Tem Writ Baese
Councilmember Tammy Young
Councilmember Rene Flores
Councilmember Matt Baker
Councilmember Will Peckham
Councilmember Hilda Montgomery

RE: Capital Improvements Advisory Committee – Impact Fee Report

Dear Mayor Morgan and Councilmembers:

The Capital Improvements Advisory Committee (CIAC) met on November 4, 2020, to consider and recommend the Land Use Assumptions, Capital Improvement Plan, and maximum Capital Recovery Fees report to the City Council. The CIAC finds that the land use assumptions, capital improvement plan and impact fee calculation are reasonable in accordance to Chapter 385.058 (c) of the Texas Local Government Code.

The CIAC voted to approve and forward the Impact Fee Report to the City Council for consideration.

Sincerely,

David Pavliska, Chairman
Capital Improvements Advisory Committee



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution designating Sheppard Street in honor of Dr. Martin Luther King, Jr.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/14/2021

Dept Director: Laurie Hadley, City Manager

Cost:

Indexes:

Attachments: Resolution

Department: Administration

Text of Legislative File 2021-015

RESOLUTION NO. R-2021-015

WHEREAS, Dr. Martin Luther King, Jr. helped transform the United States into a more egalitarian society through his calm but firm leadership and ability to galvanize activism and to promote nonviolent protest; and

WHEREAS, Dr. King played a key role in the civil rights movement by encouraging equality and ensuring civil rights for all people, regardless of race; and

WHEREAS, Round Rock has enjoyed a long history of diverse individuals, families, businesses, and organizations who have had a positive and lasting impact on the city's culture and development; and

WHEREAS, the accomplishments of the City's Black community are woven into the fabric of the city and are clearly evident in Round Rock's success today; and

WHEREAS, Sheppard Street played a prominent role in Round Rock's history by connecting the City's governmental and commercial center on Main St. with one of the City's predominantly minority neighborhoods; and

WHEREAS, St. Paul African Methodist Episcopal Church located on Sheppard Street was the first African American church in Round Rock, established in 1885; and

WHEREAS, the City Council deems it appropriate and proper to honor the extraordinary accomplishments of Dr. King by designating Sheppard Street to his memory, Now Therefore

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

That the City Council hereby designates Sheppard Street in honor of Dr. Martin Luther King Jr. and directs the City Manager to cause appropriate signs be erected along Sheppard Street to so honor Dr. King.

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 14th day of January, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution approving the action of the Round Rock Transportation and Economic Development Corporation (Type B Corp) in approving an Economic Development Incentive Agreement with Ametrine, Inc.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/14/2021

Dept Director:

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Administration

Text of Legislative File 2021-017

This agenda item is to request approval of the action taken by the Round Rock Transportation and Economic Development Corporation in entering into an Economic Development Incentive Agreement with Ametrine, Inc. The Agreement requires Ametrine, Inc. to invest a minimum of \$3,000,000 in real property improvements as well as \$5,680,000 in business personal property (FFE) into a leased facility within the Round Rock city limits and create 147 primary jobs over ten years. In consideration for Ametrine, Inc. meeting the obligations of the Agreement, scheduled economic incentive payments (EIP) totaling \$345,000.00 will be made on an annual basis upon Ametrine, Inc. signing a 10-year lease and occupying the facility. The Agreement is performance-based and does include claw backs should Ametrine not fulfill its contractual obligations.

RESOLUTION NO. R-2021-017

WHEREAS, on January 14, 2021, the Round Rock Transportation and Economic Development Corporation ("TEDCO") entered into an Economic Development Incentive Agreement ("Agreement") with Ametrine, Inc., and

WHEREAS, the City of Round Rock desires to approve the action of TEDCO in entering into said Agreement with Ametrine, Inc., Now Therefore

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

That the City Council hereby approves the action of the Round Rock Transportation and Economic Development Corporation in entering into an Economic Development Incentive Agreement ("Agreement") with Ametrine, Inc., a copy of said agreement being attached hereto as Exhibit "A" and incorporated herein for all purposes.

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

RESOLVED this 14th day of January, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is entered into this _____ day of January, 2021, by and between the **Round Rock Transportation and Economic Development Corporation**, a Type B Corporation created pursuant to Chapter 505 of the Texas Local Government Code ("**TEDCO**"), and **Ametrine, Inc.**, a Maryland corporation ("**Ametrine**"). The foregoing are referred to collectively as the "**Parties**."

WHEREAS, Ametrine is a company in the business of manufacturing nano-technology materials and advanced multispectral camouflage systems, and it intends to locate its business in an existing shell building (the "Facility") located at 900 E. Old Settlers Blvd, Building 3, Suite #100 in the City of Round Rock, Texas ("City"); and

WHEREAS, Ametrine intends to invest at least \$3,000,000 in Real Property Improvements (as defined in Section 2.6) to the Facility, and \$5,680,000 in new equipment and Business Personal Property (as defined in Section 2.1) for the Facility; and

WHEREAS, TEDCO has determined that the above-described expenditures are for a "project" as described by §501.101 of the Local Government Code and that it will result in the creation or retention of "primary jobs" as defined by Section 501.002 Texas Local Government Code; and

WHEREAS, TEDCO agrees to provide performance based Economic Incentive Payments (as defined in Section 2.2) to Ametrine in order to defray a portion of Ametrine's development expenses;

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

1. **Authority.** TEDCO's execution of this Agreement is authorized by §501.158 of the Texas Local Government Code.
2. **Definitions.**
 - 2.1 **"Business Personal Property"** means equipment which costs at least \$5,000, and has a model number and/or serial number and is purchased and used for the purpose of supporting Ametrine's manufacturing operations at the Facility.
 - 2.2 **"Economic Incentive Payment(s)" ("EIPs")** means the amounts paid by TEDCO to Ametrine under this Agreement.
 - 2.3 **"Effective Date"** is the date this Agreement is executed to be effective by the Parties.
 - 2.4 **"Employee"** means an employee who is hired by Ametrine to perform a Primary Job, as that term is defined by § 501.002 of the Texas Local Government Code.

- 2.5 **“Facility”** means the existing shell building located in the Round Rock city limits with an address of 900 E. Old Settlers Blvd, Building 3, Suite #100.
- 2.6 **“Real Property Improvements”** means the real property improvements to the Facility directly related to the design, rehabilitation, reconstruction, repair, finish out and/or remodeling of the Facility for the purpose of supporting Ametrine’s manufacturing operations. It does not include any other costs, including, but not limited to, financing cost, attorney fees, architect fees, insurance, and other similar costs.
- 2.7 **“Recapture Liability”** means the total amount of all EIP’s that are paid as result of this Agreement that are subject to recapture by TEDCO from Ametrine in the event of a default by Ametrine pursuant to this Agreement.

3. **Term.** This Agreement shall become enforceable upon its Effective Date and shall terminate on the date the final EIP is made in accordance with 5.1 below.

4. **Rights and Obligations of Ametrine.**

- 4.1 Lease the Facility. Ametrine agrees to execute a lease for the Facility with a term of at least ten years and to occupy the Facility for that period of time for its manufacturing business. Ametrine agrees to provide TEDCO with an executed copy of the aforesaid lease.
- 4.2 Investment in the Facility. Over the term of this Agreement, Ametrine agrees to spend at least \$3,000,000 for Real Property Improvements and \$5,680,000 for Business Personal Property for the Facility according to the schedule set forth below:

<u>On or Before</u>	<u>Real Property Improvements</u>	<u>Business Personal Property</u>
December 31, 2021	\$ 1,000,000	\$ 490,000
December 31, 2022	\$ 250,000	\$ 1,160,000
December 31, 2023	\$ 1,000,000	\$ 855,000
December 31, 2024	\$ 150,000	\$ 1,675,000
December 31, 2025	\$ 100,000	\$ 250,000
December 31, 2026	\$ 100,000	\$ 250,000
December 31, 2027	\$ 100,000	\$ 250,000
December 31, 2028	\$ 100,000	\$ 250,000
December 31, 2029	\$ 100,000	\$ 250,000

December 31, 2030	\$ <u>100,000</u>	\$ <u>250,000</u>
TOTAL	\$3,000,000	\$ 5,680,000

- 4.3 Evidence of Satisfaction of Investment. On or before April 15 of the following calendar year, Ametrine agrees to provide proof to TEDCO that the above required expenditures have been made. TEDCO shall have the right, at its expense to audit Ametrine's records to verify same following reasonable advance notice to Ametrine.
- 4.4 Employees. Over the term of this Agreement, Ametrine agrees to relocate to the City or otherwise create, a minimum of 140 new primary jobs with an average salary of \$75,000, plus industry standard benefits in accordance with the following schedule:

<u>On or Before</u>	<u>New Jobs Created</u>
December 31, 2021	40
December 31, 2022	25
December 31, 2023	12
December 31, 2024	9
December 31, 2025	9
December 31, 2026	9
December 31, 2027	9
December 31, 2028	9
December 31, 2029	9
December 31, 2030	<u>9</u>
TOTAL	140

- 4.5 Job Compliance Affidavit. On or before April 15 of 2022, and of each calendar year thereafter through April 15, 2031, Ametrine agrees to provide to TEDCO a completed Job Compliance Affidavit, the form of such Job Compliance Affidavit being attached hereto as **Exhibit A**. TEDCO shall have the right, at its expense and following reasonable advance notice to Ametrine, to audit Ametrine's records to verify that this obligation has been satisfied.
- 4.6 Early Compliance Alternative. Ametrine shall be entitled to exercise its option to satisfy the requirements of Secs. 4.2 and 4.4 earlier than the required schedules. If Ametrine satisfies the aforesaid requirements for any calendar year prior to December 31, it shall notify TEDCO in writing of its exercise of said option, and provide the evidence required by Sec. 4.3 and the affidavit required by Sec. 4.5. TEDCO shall have a reasonable period of time to verify that the requirements have been met. If TEDCO determines in its sole discretion that the requirements have been met, it shall pay to Ametrine the appropriate EIP in accordance with Sec. 5.1.

- 4.7 Compliance with regulations. Ametrine agrees that it will comply with the City’s development approval processes and shall operate the Facility consistent with City ordinances, development regulations, and requirements.
- 4.8 Continuous operation. Ametrine agrees that it will continuously operate the Facility during the Term of this Agreement, including any extensions, subject to normal down-time and any *force majeure* events.

5. **Rights and Obligations of TEDCO.**

In consideration of Ametrine’s compliance with this Agreement, TEDCO agrees as follows:

5.1 Economic Incentive Payments (“EIPs”).

5.1.1 EIPs. TEDCO shall, subject to Ametrine’s satisfaction of its obligations set forth in section 4 above, make EIPs to Ametrine as set forth below. The EIPs shall be made in annual payments on or before June 1 of each year, as follows:

<u>Year</u>	<u>EIP Amount</u>
2022	\$100,000
2023	\$ 75,000
2024	\$ 75,000
2025	\$ 50,000
2026	<u>\$ 45,000</u>
TOTAL	\$345,000

5.1.2 EIPs Subject to Future Appropriations. This Agreement shall not be construed as a commitment, issue, or obligation of any specific taxes or tax revenues for payment to Ametrine. The EIPs by TEDCO under this Agreement are subject to TEDCO’s appropriation of funds for such payments in the budget year for which they are made. The EIPs to be made to Ametrine, if paid, shall be made solely from annual appropriations from the general funds of TEDCO or from such other funds of TEDCO as may be legally set aside for the implementation of Chapters 501 and/or 505 of the Local Government Code or any other economic development or financing program authorized by statute or other applicable Texas law, subject to any applicable limitations or procedural requirements. In the event that TEDCO does not appropriate funds in any fiscal year for the EIPs due under this Agreement, such failure shall not be considered a default under Sec. 7.3, and TEDCO shall not be liable to Ametrine for such EIP’s; however, TEDCO shall extend this Agreement for another year(s), until Ametrine has received all of the EIPs provided herein. In addition, Ametrine shall have the right but not the obligation to terminate this Agreement, which shall not be deemed to constitute a default by Ametrine, and, in such event, Ametrine shall be permitted to retain any EIP monies received on or

before the date of termination. To the extent there is a conflict between this paragraph and any other language or covenant in this Agreement, this paragraph shall control.

6. **EIP Recapture.** In the event that TEDCO terminates this Agreement as a result of Ametrine's default, TEDCO may recapture and collect from Ametrine the Recapture Liability. Ametrine shall pay to TEDCO the Recapture Liability within thirty (30) days after TEDCO makes written demand for same, subject to any and all lawful offsets, settlements, deduction, or credits to which Ametrine may be entitled. Notwithstanding anything herein to the contrary such Recapture Liability shall not exceed, in the aggregate, an amount equal to all EIPs that were paid pursuant to this Agreement from the Effective Date to the date of termination (together with interest thereon to be charged at the rate for delinquent taxes as determined by Sec. 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty). TEDCO shall have all remedies for the collection of the Recapture Liability as provided generally in the Tax Code for the collection of delinquent property taxes.
7. **Miscellaneous.**
 - 7.1 Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement.
 - 7.2 Representations and Warranties. TEDCO represents and warrants to Ametrine that this Agreement is within its authority, and that it is duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Ametrine represents and warrants to TEDCO that it has the requisite authority to enter into this Agreement.
 - 7.3 Default. If either TEDCO or Ametrine should default in the performance of any obligations of this Agreement, then the other Party shall provide such defaulting Party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other remedy for default. If TEDCO remains in default after notice and opportunity to cure, Ametrine shall have the right to terminate this Agreement by giving written notice thereof to TEDCO and to pursue any remedy at law or in equity for TEDCO's breach. If Ametrine remains in default after notice and opportunity to cure, TEDCO as its exclusive remedy shall have the right to terminate this Agreement by giving written notice thereof to Ametrine and, upon such termination, recapture EIP and interest thereon as provided in Sec. 6 and, in the event of litigation or a court proceeding to enforce such recapture, recovery of attorney's fees and expenses pursuant to the Terms of Sec. 7.4.
 - 7.4 Attorney's Fees. In the event any legal action or proceeding is commenced in a court of competent jurisdiction between TEDCO and Ametrine to enforce provisions of this Agreement and/or recover damages for breach, the prevailing Party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

- 7.5 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may only be amended, altered or revoked by written instrument signed by the Parties.
- 7.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns.
- 7.7 Assignment. Ametrine may not assign all or part of its rights and obligations to a third party without the express written consent of TEDCO, which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, that Ametrine may assign this Agreement without the consent of TEDCO to an entity which controls, is controlled by or is under common control with Ametrine, any successor entity to Ametrine by way of merger, consolidation or other non-bankruptcy corporate reorganization, or an entity which acquires all or substantially all of Ametrine's assets, partnership or membership interests, or capital stock.
- 7.8 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.
- 7.9 Termination. In the event Ametrine elects not to proceed with the investments as contemplated by this Agreement, Ametrine shall notify the City in writing, and this Agreement and the obligations on the part of all Parties shall be deemed terminated and of no further force or effect.
- 7.10 Notice. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, electronic mail transmission, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to TEDCO:

Round Rock Transportation and Economic Development Corporation
221 E. Main Street
Round Rock, TX 78664
Attn: City Manager
Phone: (512) 218-5400
Email: lhadley@roundrocktexas.gov

With a required copy to:
Sheets & Crossfield
309 E. Main Street
Round Rock, TX 78664
Attn: Stephan L. Sheets
Phone: (512) 255-8877
Email: steve@scrllaw.com

If to Ametrine:

Ametrine Inc.
3607 Oak Meadow Drive
Round Rock, TX 78681
Attn. Brandon Cates
Email: brandon.cates@ametrine.tech

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

- 7.11 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, be interpreted fairly and reasonably and neither more strongly for or against any Party.
- 7.12 Applicable Law. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.
- 7.13 Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- 7.14 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 7.15 No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.
- 7.16 Force Majeure. Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (a "*force majeure* event"). A *force majeure* event for the purposes of this Agreement shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm or similar occurrences; orders or acts of military or civil authority; litigation; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; epidemic; riots; acts of terrorism; or supplier failures, shortages or breach or delay. Except as otherwise expressly provided, herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any event of *force majeure*.
- 7.17 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. TEDCO, its past, present and future officers, elected officials, employees and

agents of TEDCO, do not assume any responsibilities or liabilities to any third party in connection with the development of the Facility or the design, construction, or operation of any portion of the Facility.

- 7.18 Estoppel Certificate. Ametrine may request an estoppel certificate from TEDCO so long as the certificate is requested in connection with a bona fide business purpose and requests commercially reasonable certifications. TEDCO agrees to promptly execute and deliver any estoppel certificate reasonably requested pursuant to this Sec. 7.18. The certificate, which will upon request be addressed to Ametrine, or a lessor, lessee, purchaser or assignee of Ametrine or the Facility, or any lender associated with any of the foregoing, and shall include, but not necessarily be limited to, statements (qualified to the best knowledge of TEDCO) that this Agreement is in full force and effect without default (or if a default exists, the nature of such default and any curative action which should be undertaken to cure same), the remaining term of this Agreement, and such other matters reasonably requested by the party(ies) to receive the certificate.

EXECUTED to be effective as of the _____ day of January, 2021 (the “Effective Date”).

**ROUND ROCK TRANSPORTATION AND
ECONOMIC DEVELOPMENT CORPORATION**

By: _____
Craig Morgan, President

AMETRINE, INC.

By: Brandon T. Cates
Its: CEO

EXHIBIT A

Job Compliance Affidavit

Before me, the undersigned authority, on this day personally appeared _____ (name), known to me to be the person whose name is subscribed below and after having been duly sworn, on his/her oath stated as follows:

“My name is _____. I am over the age of 21 years and am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. “I am the _____ (title) of Ametrine, Inc., and I am duly authorized to make this affidavit on its behalf.

As of December 31, 202____, in compliance with Section 4.3 of the Economic Development Agreement, Ametrine Inc. had created the following Employee positions:

EMPLOYEE ID NO.

JOB POSITION OR TITLE

TOTAL JOBS _____

DATED THIS ____ DAY OF _____, 202__.

By: _____ (Signature)

_____ (Printed Name)

_____ (Title)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS THE ____ DAY OF _____,
20__.

NOTARY PUBLIC, STATE OF TEXAS



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute the FY 2020 "Equitable Sharing Agreement and Certification" confirming the City's receipt and expenditure of federal asset forfeiture awards and agreeing to continue to participate in the receipt of federal forfeiture awards.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/14/2021

Dept Director: Allen Banks, Police Chief

Cost:

Indexes:

Attachments: Resolution, Exhibit A-00462702.PDF

Department: Police Department

Text of Legislative File 2021-002

This document is the annual report to the federal government that (a) confirms our receipt and expenditure of asset forfeiture awards from federal courts and (b) agrees to continue to participate in the receipt of federal forfeiture awards. These funds are part of what goes into the City's Law Enforcement Fund every year.

In FY 2020, the Department started with a balance of \$186,928.33 in federal asset forfeiture awards - about 94 percent of which came from Justice Department awards and the balance from Treasury awards. During the year, we received an additional \$13,114.40 award through court process and interest income of \$2,874.40 for a total of \$202,917.22 in federal asset forfeiture funds.

From these funds, the Department spent \$189,277.30 in a transfer to the Self-Finance Construction Fund to help pay for the Axon project that replaced in-car and body worn cameras. The final balance for FY 2020 was \$13,639.92.

The second part of the document is an annual affidavit and agreement that allows the city to continue to receive federal awards from asset forfeiture proceedings.

RESOLUTION NO. R-2021-002

WHEREAS, pursuant to the United States Department of Justice, a law enforcement agency desiring to participate in the Equitable Sharing Program (the “Program”) must file an annual Equitable Sharing Agreement and Certification to confirm receipt of and expenditure of federal asset forfeiture awards and agree to continue its participation in the Program, and

WHEREAS, the City Council wishes to approve the City of Round Rock’s Police Department’s FY 2020 Equitable Sharing Agreement and Certification, 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 Fiscal Year 2020 Equitable Sharing Agreement and Certification, 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 14th day of January, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



EXHIBIT "A"

OMB Number 1123-0011
Expires: December 31, 2021



Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: TX2460500
Agency Name: Round Rock Police Department
Mailing Address: 2701 North Mays Street
Round Rock, TX 78665

Type: Police Department

Agency Finance Contact

Name: Thibodaux, Becca

Phone: 5126712732

Email: bthibodaux@roundrocktexas.gov

Jurisdiction Finance Contact

Name: Thibodaux, Becca

Phone: 5126712732

Email: bthibodaux@roundrocktexas.gov

ESAC Preparer

Name: White, Rick

Phone: 512-218-5524

Email: rwhite@roundrocktexas.gov

FY End Date: 09/30/2020

Agency FY 2021 Budget: \$34,231,365.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$174,886.91	\$12,041.42
2	Equitable Sharing Funds Received	\$13,114.40	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$2,701.46	\$173.03
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$190,702.77	\$12,214.45
7	Equitable Sharing Funds Spent (total of lines a - n)	\$189,277.30	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$1,425.47	\$12,214.45

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$189,277.30	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$189,277.30	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Garcia, Guadalupe**Company:** Whitley Penn**Phone:** 5124787165**Email:** lupe.garcia@whitleypenn.com

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES ☒ NO ☐

Prior year Single Audit Number Assigned by Harvester Database: 833593

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Banks, Allen

Title: Chief of Police

Email: abanks@roundrocktexas.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Morgan, Craig

Title: Mayor

Email: cmorgan@roundrocktexas.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute an Interlocal Agreement and corresponding Bill of Sale with Travis County Emergency Services District No. 3 for the purchase of an aerial fire truck.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/14/2021

Dept Director: Robert Isbell, Fire Chief

Cost: \$270,000.00

Indexes: General Self-Financed Purchases

Attachments: Resolution, Exhibit A

Department: Fire Department

Text of Legislative File 2021-003

The Fire Department currently has one (1) aerial ladder truck in reserve status. The reserve aerial is frequently used on the front line but, continues to have maintenance issues which results in a lack of confidence in the unit as well as a mounting cost to keep it operational. Because of the unreliability of the reserve, we ask that you consider approval of the replacement of our current reserve truck by purchasing a used unit from Travis County Emergency Services District No. 3. Purchasing a used apparatus for \$270,000 versus a new reserve apparatus will save the taxpayers approximately \$1.2 million. The maintenance records, a visual inspection, and a mechanical function test have been conducted by City of Round Rock mechanics that specifically work on fire apparatus. After the mechanics inspections, they agree that the used aerial appears to be a mechanically sound apparatus and one that would be beneficial and reliable in our fleet.

Cost: \$270,000.00

Source of Funds: General Self-Financed Purchases

RESOLUTION NO. R-2021-003

WHEREAS, Chapter 791 of the Texas Government Code, V.T.C.A., authorizes local governments and agencies of the state to enter into agreements with one another to perform governmental functions and services, and

WHEREAS, the City of Round Rock (“City”) wishes to enter into an Interlocal Agreement with Travis County Emergency Services District No. 3 for the purchase of an aerial fire truck, 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 Interlocal Agreement and corresponding Bill of Sale with Travis County Emergency Services District No. 3 for the purchase of an aerial fire truck, 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 14th day of January, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**INTERLOCAL AGREEMENT
FOR PURCHASE OF A FIREFIGHTING APPARATUS
BY AND BETWEEN
TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 3
AND
THE CITY OF ROUND ROCK**

This Interlocal Agreement (hereinafter referred to as the "Agreement") is entered by and between the undersigned local governments of the State of Texas, namely Travis County Emergency Services District No. 3 (Oak Hill Fire Department) (hereinafter "Travis County ESD No. 3") and the City of Round Rock, Texas (hereinafter referred to as "City of Round Rock"), acting by and through their respective signatories pursuant to and under the authority the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, the City of Round Rock has identified a need for an aerial firefighting apparatus; and

WHEREAS, Travis County ESD No. 3 is in the owner of a 2006 Pierce "quint" aerial firefighting apparatus (hereinafter "firefighting apparatus"); and

WHEREAS, the City of Round Rock desires to purchase the firefighting apparatus from Travis County ESD No. 3; and

WHEREAS, Travis County ESD No. 3 desires to sell said firefighting apparatus to City of Round Rock; and

WHEREAS, Section 791.025 of the Texas Government Code allows a local government to enter into an agreement with another local government to purchase goods and services; and

WHEREAS, a local government that purchases goods and services under Section 791.025 of the Texas Government Code satisfies the requirement of the local government to seek competitive bids for the purchase of goods and services;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

SECTION 1. OBLIGATIONS OF CITY OF ROUND ROCK

- 1.1 The City of Round Rock shall purchase from Travis County ESD No. 3 the firefighting apparatus for a total cost of **Two Hundred Seventy Thousand and No/100 Dollars (\$270,000.00)**.

- 1.2. Upon execution of this Agreement, the City of Round Rock shall pay to Travis County ESD. No. 3 a deposit equal to ten percent (10%) of the total cost of the firefighting apparatus in the amount of **Twenty-Seven Thousand and No/100 Dollars (\$27,000.00)**. Said deposit shall be included in the total purchase price of **\$270,000.00**.

SECTION 2. OBLIGATIONS OF TRAVIS COUNTY ESD NO. 3

Upon payment in full for the cost of the firefighting apparatus, Travis County ESD No. 3 shall immediately transfer title and relinquish possession of the firefighting apparatus to the City of Round Rock.

SECTION 3. TERM

The term of this Agreement shall commence on the date on which all Parties have executed this Agreement (hereinafter the “effective date”) and shall continue until title of the aerial firefighting apparatus is successfully transferred to the City of Round Rock, or until this Agreement is terminated as set forth herein.

SECTION 4. LIABILITY

TO THE EXTENT ALLOWED BY TEXAS LAW, THE TRAVIS COUNTY ESD NO. 3 AND THE CITY OF ROUND ROCK AGREE THAT EACH IS RESPONSIBLE FOR ITS OWN PROPORTIONATE SHARE OF ANY LIABILITY FOR ITS NEGLIGENCE ACTS OR OMISSIONS FOR CLAIMS, SUITS, CAUSES OF ACTION, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY AND DEATH, ARISING OUT OF OR CONNECTED TO THIS AGREEMENT. BY ENTERING INTO THIS AGREEMENT, NEITHER PARTY WAIVES, OR SHALL BE DEEMED TO WAIVE, ANY RIGHT, IMMUNITY, OR DEFENSE THAT PARTY MAY HAVE.

SECTION 5. TERMINATION AND REMEDIES

This Agreement may be terminated at any time by mutual agreement between the Parties. In the event of a material breach by a Party, the non-breaching Party may terminate this Agreement by providing ten (10) day advanced notice to the breaching Party. Termination under this Section is in addition to all legal and equitable remedies allowed by law to enforce the terms of this Agreement.

SECTION 6. MISCELLANEOUS PROVISIONS

- 6.1 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and may be affected by personal delivery in writing, by registered or certified mail return receipt requested, or receipt of electronic mail addressed to the respective Party at the address set forth as follows:

6.1.1 The City of Round Rock:

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

With copies to:

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

Assistant Chief Shane Glaiser
Round Rock City Manager
City of Round Rock
Phone: (512) 677-1106
Sglaiser@roundrocktexas.gov

6.1.2 Travis County ESD No. 3:

Travis County ESD No. 3
Attn: Jeffrey J. Wittig
Fire Chief, Oak Hill Fire Department
4111 Barton Creek
Austin, Texas 78735
Phone: (512) 288-5534

With copy to:

Ken Campbell
BURNS ANDERSON JURY & BRENNER, L.L.P.
P. O. Box 26300
Austin, Texas 78755-6300
Phone: (512) 338-5322

6.2 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

6.3 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had

never been contained in this Agreement.

- 6.4 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall lie in Williamson County, Texas.
- 6.5 Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.
- 6.6 Recitals. The recitals to this Agreement are incorporated herein.
- 6.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.
- 6.8 No Assignment. The Parties may not assign or transfer their rights under this Agreement.
- 6.9 Compliance with Law. Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.
- 6.10 No Waiver of Rights. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.
- 6.11 As Is, Where Is. As a material part of the Consideration for this sale, Seller and Buyer agree, and it is agreed and understood between Seller and Buyer, that Buyer is taking the Property "AS IS," "WHERE IS," and "WITH ALL FAULTS," and that there are no representations, disclosures, or express or implied warranties. Buyer has not relied on any information from Seller or otherwise in this Sale, other than Buyer's inspection of the Property. It is understood, agreed, and deemed by the parties hereto that Seller has made no representations or warranties, express or implied, as to the merchantability, fitness, design, condition, use, operation, or quality of material or workmanship of the Property transferred by this Bill of Sale. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, NOT CONTAINED SPECIFICALLY HEREIN AS TO THE PROPERTY, ITS MERCHANTABILITY, FITNESS, TITLE, DESIGN, CONDITION, USE, OPERATION, OR QUALITY OF MATERIAL, MAINTENANCE, OR WORKMANSHIP AND BUYER HEREBY ACKNOWLEDGES SAID DISCLAIMER. Buyer hereby states, represents, and agrees that it has had all opportunities to inspect, test, sample, or otherwise familiarize itself with the Property, its components, and its condition, and Buyer accepts the Property "AS IS," "WHERE IS," and "WITH ALL

FAULTS,” with no warranties or representations made by Seller. ANY DESCRIPTION OF THE PROPERTY HEREIN IS FOR THE SOLE PURPOSE OF IDENTIFYING THE GOODS SUBJECT TO THIS AGREEMENT, AND NO DESCRIPTION HAS BEEN MADE A BASIS OF THE BARGAIN OR HAS CREATED AN EXPRESS OR IMPLIED WARRANTY THAT THE PROPERTY WOULD CONFORM TO ANY DESCRIPTION MADE BY SELLER.

In witness whereof, the Parties have caused duly authorized representatives to execute this Agreement on the dates set forth below.

**TRAVIS COUNTY EMERGENCY SERVICES
DISTRICT NO. 3**

By: _____
Edd New, President

Date: _____

Attest:

Carroll Knight, Secretary-Treasurer

Approved as to Form:

Ken Campbell, Attorney

CITY OF ROUND ROCK

By: _____
Craig Morgan, Mayor

Attest:

Sara White, City Clerk

Approved as to Form:

Stephan L. Sheets, City Attorney

00461227/ss2 rev. kpc 120420

BILL OF SALE

DATE: JANUARY __, 2021

SELLER: TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 3
4111 BARTON CREEK BOULEVARD
AUSTIN, TEXAS 78735
TRAVIS COUNTY

BUYER: CITY OF ROUND ROCK, TEXAS
221 EAST MAIN STREET
ROUND ROCK, TEXAS 78664
WILLIAMSON COUNTY

CONSIDERATION: TWO HUNDRED SEVENTY THOUSAND AND 00/100
DOLLARS (\$270,000.00)

PROPERTY: ONE PIERCE "QUINT" AERIAL FIREFIGHTING APPARATUS,
VEHICLE IDENTIFICATION NUMBER 4P1CU01H96A005911 AND
ANY FIXTURES OR EQUIPMENT ATTACHED THERETO AT THE
TIME OF SALE.

RESERVATIONS FROM TRANSFER: NONE

EXCEPTIONS TO TRANSFER AND WARRANTY: As a material part of the
Consideration for this sale, Seller and Buyer agree, and it is agreed and understood
between Seller and Buyer, that Buyer is taking the Property "AS IS," "WHERE IS," and
"WITH ALL FAULTS," and that there are no representations, disclosures, or express or
implied warranties. Buyer has not relied on any information from Seller or otherwise in
this Sale, other than Buyer's inspection of the Property. It is understood, agreed, and
deemed by the parties hereto that Seller has made no representations or warranties,
express or implied, as to the merchantability, fitness, design, condition, use, operation, or
quality of material or workmanship of the Property transferred by this Bill of Sale.
SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES OR
REPRESENTATIONS, EXPRESS OR IMPLIED, NOT CONTAINED SPECIFICALLY
HEREIN AS TO THE PROPERTY, ITS MERCHANTABILITY, FITNESS, TITLE,
DESIGN, CONDITION, USE, OPERATION, OR QUALITY OF MATERIAL,
MAINTENANCE, OR WORKMANSHIP AND BUYER HEREBY ACKNOWLEDGES
SAID DISCLAIMER. By entering into this Agreement and Bill of Sale, neither party
waives, nor shall be deemed to waive, any rights, immunities, or defenses either may
have at law or in equity.

Buyer hereby states, represents, and agrees that it has had all opportunities to inspect,
test, sample, or otherwise familiarize itself with the Property, its components, and its
condition, and Buyer accepts the Property "AS IS," "WHERE IS," and "WITH ALL
FAULTS," with no warranties or representations made by Seller. ANY DESCRIPTION

OF THE PROPERTY HEREIN IS FOR THE SOLE PURPOSE OF IDENTIFYING THE GOODS SUBJECT TO THIS AGREEMENT, AND NO DESCRIPTION HAS BEEN MADE A BASIS OF THE BARGAIN OR HAS CREATED AN EXPRESS OR IMPLIED WARRANTY THAT THE PROPERTY WOULD CONFORM TO ANY DESCRIPTION MADE BY SELLER.

TO THE FULLEST EXTENT OF THE LAW, FOR THE SAME CONSIDERATION DESCRIBED ABOVE AND THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE BUYER AGREES TO INDEMNIFY AND HOLD HARMLESS SELLER FROM ANY AND ALL LOSSES, CLAIMS, DEMANDS, OR CAUSES OF ACTION, SPECIFICALLY INCLUDING NEGLIGENCE, OF ANY NATURE WHATSOEVER, WHETHER SOUNDING IN NEGLIGENCE, TORT, CONTRACT, QUASI-CONTRACT, OR STATUTORY CAUSES OF ACTION OR ANY AND ALL OTHER REMEDIES OR CAUSES OF ACTION FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH ARISING OUT OF ANY DEFECT, CONDITION, MAINTENANCE, USE, OR OPERATION OF THE PROPERTY BY THE BUYER. SAID INDEMNIFICATION OF SELLER BY BUYER INCLUDES, BUT IS NOT LIMITED TO, ALL ATTORNEYS' FEES, COSTS, AND EXPENSES INCURRED BY SELLER IN DEFENSE OF ANY ACTION BROUGHT BY ANY PERSON RELATING TO THE PROPERTY, ITS DEFECT, CONDITION, MAINTENANCE, USE, OR OPERATION BY THE BUYER.

Seller, for the Consideration and subject to the Reservations from Transfer and the Exceptions to Transfer and Warranty, sells, transfers, and delivers the Property to Buyer, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Buyer and Buyer's heirs, successors, and assigns forever.

The parties hereto represent that the individuals executing this Bill of Sale have the full authority from their respective entities to sign and execute this Bill of Sale and obligate the parties to the terms and conditions set forth herein.

This Bill of Sale contains the entire agreement of the parties and may not be amended, modified, or revoked without the consent in writing of the parties.

If any provision of this Bill of Sale shall be declared contrary to law, it is agreed that such provision shall be disregarded and this Bill of Sale shall continue in full force and effect as though such provision had not been incorporated herein.

When the context requires, singular nouns and pronouns include the plural.

(Remainder of page intentionally left blank)

SELLER:

TRAVIS COUNTY EMERGENCY
SERVICES DISTRICT NO. 3

By: _____
Edd New, President

ATTEST:

Carroll Knight, Secretary-Treasurer

BUYER:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Sara White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Casco Industries, Inc. for the purchase of MSA Airpack SCBA and SCBA Accessories.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/14/2021

Dept Director: Robert Isbell, Fire Chief

Cost: \$170,000.00

Indexes: General Self-Financed Purchases

Attachments: Resolution, Form 1295

Department: Fire Department

Text of Legislative File 2021-004

This is a blanket agreement with Casco Industries, Inc. for MSA self-contained breathing apparatus (SCBA), parts, and accessories. Besides firefighting gear, SCBA is the single most important piece of equipment worn by a firefighter because it allows the firefighter to have a fresh breathing air supply while working in a smoke-filled environment. Because of their importance, maintenance is performed on the SCBA on a routine basis so that they remain safe for the firefighter and in compliance. This agreement will allow us to secure pricing during its duration to ensure that parts for maintenance and replacements can be purchased in a timely manner.

Cost: \$170,000.00

Source of Funds: General Self-Financed Purchases

RESOLUTION NO. R-2021-004

WHEREAS, the City of Round Rock (“City”) desires to purchase MSA Airpack SCBA and SCBA 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, Casco Industries, Inc. is the sole source distributor for these goods and services, as shown in Exhibit “A,” and incorporated herein for all purposes; and

WHEREAS, the City desires to enter into an Agreement with Casco Industries, Inc. to purchase MSA Airpack SCBA and SCBA accessories, 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 MSA Airpack SCBA and SCBA Accessories with Casco Industries, Inc., a copy of same being attached hereto as Exhibit “B” 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 14th day of January, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-701915

Date Filed:
12/30/2020

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, Inc
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.

000000
MSA Airpack SCBA and SCBA Accessories

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is CHANCEY BIZZELL, and my date of birth is [REDACTED].

My address is 1517 W. CAROLINE 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 TX, on the 30 day of December, 2020.
(month) (year)

Chancey Bizzell

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution authorizing the Mayor to execute a Contract with J.D. Abrams, LP for the University Boulevard Expansion - AW Grimes to SH 130 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/14/2021

Dept Director: Gary Hudder, Transportation Director

Cost: \$11,104,890.40

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

Attachments: Resolution, University Blvd Bid Tab, University Award Letter, Form 1295

Department: Transportation Department

Text of Legislative File 2021-005

On December 2, 2020 a public bid opening was held for the University Boulevard Expansion - AW Grimes to SH 130 project. There were a total of six bids received from responding firms with a bid range from \$11,104,890.48 to \$14,414,441.21 with J.D. Abrams submitting the lowest bid.

This project will reconstruct the roadway from 2 lanes to 4 lanes and add a depressed median and left turn lanes at specific locations. This project is funded through the Type B program with additional funds from the Federal Surface Transportation Block Grant (STBG) program through CAMPO and also with funds from Williamson County.

Bids submitted:

J.D. Abrams - \$11,104,890.48

Chasco - \$11,164,965.08

Jordan Foster - \$11,365,933.10

Capital Excavation - \$12,540,833.48

Joe Bland - \$13,585,147.60

Aaron Concrete - \$14,414,441.21

Cost: \$11,104,890.48

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

RESOLUTION NO. R-2020-005

WHEREAS, the City of Round Rock has duly advertised for bids for the University Boulevard Expansion – AW Grimes to SH 130 Project; and

WHEREAS, J.D. Abrams, LP has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of J.D. Abrams, LP, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a contract with J.D. Abrams, LP for the University Boulevard Expansion – AW Grimes to SH 130 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 14th day of January, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

THE CITY OF ROUND ROCK

Transportation Department

3400 Sunrise Rd.
Round Rock, Texas. 78665
(512) 218-7044

BIDS EXTENDED AND CHECKED

BY : Gerald Lankes
DATE : 12/2/2020
SHEET 1 OF 3

BID TABULATION

CONTRACT : University Boulevard Expansion				Contractor Aaron Concrete Contractors, LP		Contractor Joe Bland Construction, LP		Contractor Jordan Foster Construction		Contractor J.D. Abrams, LP		Contractor Chasco Constructors		Contractor Capital Excavation Company	
LOCATION: FM 1460 to SH 130				Addendum(s)	<input checked="" type="checkbox"/>	Addendum(s)	<input checked="" type="checkbox"/>	Addendum(s)	<input checked="" type="checkbox"/>	Addendum(s)	<input checked="" type="checkbox"/>	Addendum(s)	<input checked="" type="checkbox"/>	Addendum(s)	<input type="checkbox"/>
BID DATE: December 2, 2020				Safety Statement	<input type="checkbox"/>	Safety Statement	<input checked="" type="checkbox"/>	Safety Statement	<input checked="" type="checkbox"/>	Safety Statement	<input checked="" type="checkbox"/>	Safety Statement	<input checked="" type="checkbox"/>	Safety Statement	<input checked="" type="checkbox"/>
				Bid Bond	<input checked="" type="checkbox"/>	Bid Bond	<input checked="" type="checkbox"/>	Bid Bond	<input checked="" type="checkbox"/>	Bid Bond	<input checked="" type="checkbox"/>	Bid Bond	<input checked="" type="checkbox"/>	Bid Bond	<input checked="" type="checkbox"/>
BID ITEM	DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
01006002	PREPARING ROW	STA	189.20	\$250.00	\$47,300.00	\$3,000.00	\$567,600.00	\$1,890.00	\$357,588.00	\$3,000.00	\$567,600.00	\$1,860.00	\$351,912.00	\$2,000.00	\$378,400.00
01056029	REMOVE STAB BASE & ASPH PAV (24")	SY	1187.00	\$12.00	\$14,244.00	\$14.00	\$16,618.00	\$13.00	\$15,431.00	\$15.00	\$17,805.00	\$22.00	\$26,114.00	\$10.30	\$12,226.10
01066002	OBLITERATING ABANDONED ROAD	SY	492.00	\$14.00	\$6,888.00	\$14.00	\$6,888.00	\$15.75	\$7,749.00	\$5.00	\$2,460.00	\$5.00	\$2,460.00	\$3.95	\$1,943.40
01106001	EXCAVATION (ROADWAY)	CY	43219.00	\$16.00	\$691,504.00	\$8.00	\$345,752.00	\$4.95	\$213,934.05	\$5.00	\$216,095.00	\$4.50	\$194,485.50	\$11.00	\$475,409.00
01106003	EXCAVATION (SPECIAL)	CY	13246.00	\$18.00	\$238,428.00	\$19.00	\$251,674.00	\$6.00	\$79,476.00	\$15.00	\$198,690.00	\$20.00	\$264,920.00	\$22.50	\$298,035.00
01326003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	34450.00	\$8.00	\$275,600.00	\$4.00	\$137,800.00	\$8.50	\$292,825.00	\$10.00	\$344,500.00	\$5.00	\$172,250.00	\$8.90	\$306,605.00
01606003	FURNISHING AND PLACING TOPSOIL (4")	SY	123268.00	\$1.40	\$172,575.20	\$2.00	\$246,536.00	\$1.05	\$129,431.40	\$1.00	\$123,268.00	\$0.75	\$92,451.00	\$3.01	\$371,036.68
01646003	BROADCAST SEED (PERM) (RURAL) (CLAY)	SY	123268.00	\$0.25	\$30,817.00	\$1.00	\$123,268.00	\$0.20	\$24,653.60	\$0.16	\$19,722.88	\$0.20	\$24,653.60	\$0.21	\$25,886.28
01686001	VEGETATIVE WATERING	MG	3698.04	\$30.00	\$110,941.20	\$30.00	\$110,941.20	\$17.00	\$62,866.68	\$12.00	\$44,376.48	\$15.00	\$55,470.60	\$21.40	\$79,138.06
01696001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	607.00	\$1.50	\$910.50	\$2.00	\$1,214.00	\$2.00	\$1,214.00	\$3.00	\$1,821.00	\$1.25	\$758.75	\$1.25	\$758.75
02476366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	CY	52383.66	\$70.00	\$3,666,855.94	\$40.00	\$2,095,346.25	\$33.00	\$1,728,660.66	\$39.00	\$2,042,962.60	\$35.00	\$1,833,427.97	\$34.00	\$1,781,044.31
02606002	LIME (HYDRATED LIME (SLURRY))	TON	4216.86	\$175.00	\$737,950.59	\$180.00	\$759,034.89	\$150.00	\$632,529.07	\$0.01	\$42.17	\$140.00	\$590,360.47	\$142.00	\$598,794.19
02606027	LIME TRT (EXST MATL)(8")	SY	192300.45	\$2.60	\$499,981.17	\$2.30	\$442,291.03	\$3.25	\$624,976.46	\$0.01	\$1,923.00	\$2.60	\$499,981.17	\$2.60	\$499,981.17
03106001	PRIME COAT (MULTI OPTION)	GAL	26911.88	\$4.20	\$113,029.88	\$4.00	\$107,647.50	\$4.50	\$121,103.44	\$3.95	\$106,301.91	\$3.90	\$104,956.31	\$4.25	\$114,375.47
03166004	ASPH (TIER I)	GAL	19319.00	\$4.90	\$94,663.10	\$4.00	\$77,276.00	\$4.45	\$85,969.55	\$4.60	\$88,867.40	\$4.50	\$86,935.50	\$4.45	\$85,969.55
03166193	AGGR(TY-D GR-5 SAC-B)	CY	598.00	\$140.00	\$83,720.00	\$165.00	\$98,670.00	\$135.00	\$80,730.00	\$130.00	\$77,740.00	\$130.00	\$77,740.00	\$128.00	\$76,544.00
03406242	D-GR HMA(SQ)TY-B OR D PG64-22(LVL-UP)	TON	93.00	\$91.00	\$8,463.00	\$140.00	\$13,020.00	\$95.00	\$8,835.00	\$125.00	\$11,625.00	\$85.00	\$7,905.00	\$83.50	\$7,765.50
03546002	PLAN & TEXT ASPH CONC PAV(0" TO 2")	SY	5220.00	\$4.00	\$20,880.00	\$6.00	\$31,320.00	\$3.00	\$15,660.00	\$3.75	\$19,575.00	\$3.75	\$19,575.00	\$3.55	\$18,531.00
04006008	CUT & RESTORE ASPH PAVING	SY	88.00	\$145.00	\$12,760.00	\$66.00	\$5,808.00	\$125.00	\$11,000.00	\$150.00	\$13,200.00	\$50.00	\$4,400.00	\$290.00	\$25,520.00
04026001	TRENCH EXCAVATION PROTECTION	LF	523.00	\$6.00	\$3,138.00	\$3.00	\$1,569.00	\$1.00	\$523.00	\$3.00	\$1,569.00	\$5.00	\$2,615.00	\$6.45	\$3,373.35
04036001	TEMPORARY SPL SHORING	SF	925.00	\$30.00	\$27,750.00	\$45.00	\$41,625.00	\$1.00	\$925.00	\$35.00	\$32,375.00	\$25.00	\$23,125.00	\$9.25	\$8,556.25
04166032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	14.00	\$256.00	\$3,584.00	\$260.00	\$3,640.00	\$215.00	\$3,010.00	\$215.00	\$3,010.00	\$235.00	\$3,290.00	\$227.00	\$3,178.00
04166034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	88.00	\$440.00	\$38,720.00	\$450.00	\$39,600.00	\$365.00	\$32,120.00	\$370.00	\$32,560.00	\$400.00	\$35,200.00	\$390.00	\$34,320.00
04206029	CL C CONC (CAP)	CY	81.00	\$850.00	\$68,850.00	\$600.00	\$48,600.00	\$450.00	\$36,450.00	\$500.00	\$40,500.00	\$380.00	\$30,780.00	\$510.00	\$41,310.00
04326006	RIPRAP (CONC)(CL B)	CY	5.00	\$600.00	\$3,000.00	\$600.00	\$3,000.00	\$1,250.00	\$6,250.00	\$1,200.00	\$6,000.00	\$1,000.00	\$5,000.00	\$560.00	\$2,800.00
04326009	RIPRAP (CONC) (CL B) (4")	CY	50.00	\$630.00	\$31,500.00	\$600.00	\$30,000.00	\$535.00	\$26,750.00	\$550.00	\$27,500.00	\$525.00	\$26,250.00	\$560.00	\$28,000.00
04326035	RIPRAP (STONE PROTECTION)(24 IN)	CY	200.00	\$310.00	\$62,000.00	\$100.00	\$20,000.00	\$113.00	\$22,600.00	\$175.00	\$35,000.00	\$135.00	\$27,000.00	\$280.00	\$56,000.00
04326045	RIPRAP (MOW STRIP)(4 IN)	CY	85.70	\$520.00	\$44,564.00	\$800.00	\$68,560.00	\$520.00	\$44,564.00	\$575.00	\$49,277.50	\$465.00	\$39,850.50	\$625.00	\$53,562.50
04626023	CONC BOX CULV (8 FT X 8 FT)	LF	198.00	\$790.00	\$156,420.00	\$1,300.00	\$257,400.00	\$865.00	\$171,270.00	\$1,000.00	\$198,000.00	\$800.00	\$158,400.00	\$850.00	\$168,300.00
04626034	CONC BOX CULV (10 FT X 10 FT)	LF	529.00	\$990.00	\$523,710.00	\$1,900.00	\$1,005,100.00	\$875.00	\$462,875.00	\$1,200.00	\$634,800.00	\$925.00	\$489,325.00	\$1,150.00	\$608,350.00
04646003	RC PIPE (CL III)(18 IN)	LF	464.00	\$96.00	\$44,544.00	\$100.00	\$46,400.00	\$80.00	\$37,120.00	\$85.00	\$39,440.00	\$60.00	\$27,840.00	\$96.90	\$44,961.60
04646005	RC PIPE (CL III)(24 IN)	LF	20.00	\$101.00	\$2,020.00	\$200.00	\$4,000.00	\$120.00	\$2,400.00	\$135.00	\$2,700.00	\$85.00	\$1,700.00	\$99.00	\$1,980.00
04646008	RC PIPE (CL III)(36 IN)	LF	633.00	\$140.00	\$88,620.00	\$200.00	\$126,600.00	\$124.00	\$78,492.00	\$110.00	\$69,630.00	\$110.00	\$69,630.00	\$121.00	\$76,593.00
04646025	RC PIPE (CL V)(18 IN)	LF	371.00	\$107.00	\$39,697.00	\$100.00	\$37,100.00	\$66.00	\$24,486.00	\$70.00	\$25,970.00	\$70.00	\$25,970.00	\$85.80	\$31,831.80
04656163	INLET (COMPL)(TY H)	EA	13.00	\$2,950.00	\$38,350.00	\$4,000.00	\$52,000.00	\$3,200.00	\$41,600.00	\$4,000.00	\$52,000.00	\$5,000.00	\$65,000.00	\$2,870.00	\$37,310.00
04666101	HEADWALL (CH - PW - 0) (DIA= 36 IN)	EA	1.00	\$27,700.00	\$27,700.00	\$27,000.00	\$27,000.00	\$9,800.00	\$9,800.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$13,000.00	\$13,000.00
04666171	WINGWALL (PW - 1) (HW=10 FT)	EA	1.00	\$57,600.00	\$57,600.00	\$75,000.00	\$75,000.00	\$50,000.00	\$50,000.00	\$65,000.00	\$65,000.00	\$61,176.00	\$61,176.00	\$37,200.00	\$37,200.00
04666173	WINGWALL (PW - 1) (HW=12 FT)	EA	2.00	\$63,400.00	\$126,800.00	\$80,000.00	\$160,000.00	\$75,000.00	\$150,000.00	\$80,000.00	\$160,000.00	\$75,000.00	\$150,000.00	\$80,000.00	\$160,000.00
04676363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	12.00	\$2,220.00	\$26,640.00	\$3,000.00	\$36,000.00	\$1,400.00	\$16,800.00	\$1,700.00	\$20,400.00	\$1,600.00	\$19,200.00	\$1,270.00	\$15,240.00
04676363	SETP-PD (TYII)(36")	EA	3.00	\$14,250.00	\$42,750.00	\$4,000.00	\$12,000.00	\$6,300.00	\$18,900.00	\$4,700.00	\$14,100.00	\$4,500.00	\$13,500.00	\$2,450.00	\$7,350.00
04966002	REMOV STR (INLET)	EA	3.00	\$1,330.00	\$3,990.00	\$500.00	\$1,500.00	\$700.00	\$2,100.00	\$800.00	\$2,400.00	\$1,000.00	\$3,000.00	\$1,040.00	\$3,120.00
04966004	REMOV STR (SET)	EA	28.00	\$670.00	\$18,760.00	\$500.00	\$14,000.00	\$335.00	\$9,380.00	\$400.00	\$11,200.00	\$500.00	\$14,000.00	\$215.00	\$6,020.00
04966005	REMOV STR (WINGWALL)	EA	4.00	\$3,335.00	\$13,340.00	\$3,000.00	\$12,000.00	\$4,200.00	\$16,800.00	\$5,000.00	\$20,000.00	\$5,000.00	\$20,000.00	\$1,710.00	\$6,840.00
04966006	REMOV STR (HEADWALL)	EA	2.00	\$3,335.00	\$6,670.00	\$2,000.00	\$4,000.00	\$1,400.00	\$2,800.00	\$900.00	\$1,800.00	\$1,000.00	\$2,000.00	\$2,180.00	\$4,360.00
04966007	REMOV STR (PIPE)	LF	806.00	\$33.00	\$26,598.00	\$15.00	\$12,090.00	\$10.00	\$8,060.00	\$22.00	\$17,732.00	\$25.00	\$20,150.00	\$7.40	\$5,964.40
05006001	MOBILIZATION	LS	1.00	\$900,000.00	\$900,000.00	\$521,000.00	\$521,000.00	\$1,135,000.00	\$1,135,000.00	\$775,000.00	\$775,000.00	\$600,000.00	\$600,000.00	\$1,000,000.00	\$1,000,000.00
05026001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	18.00	\$3,500.00	\$63,000.00	\$2,000.00	\$36,000.00	\$4,200.00	\$75,600.00	\$10,000.00	\$180,000.00	\$3,000.00	\$54,000.00	\$5,800.00	\$104,400.00
05066002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	1240.00	\$30.00	\$37,200.00	\$20.00	\$24,800.00	\$25.00	\$31,000.00	\$30.00	\$37,200.00	\$30.00	\$37,200.00	\$24.60	\$30,504.00
05066011	ROCK FILTER DAMS (REMOVE)	LF	1240.00	\$15.00	\$18,600.00	\$11.00	\$13,640.00	\$12.50	\$15,500.00	\$10.00	\$12,400.00	\$12.00	\$14,880.00	\$12.30	\$15,252.00
05066020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	312.00	\$17.00	\$5,304.00	\$11.00	\$3,432.00	\$14.00	\$4,368.00	\$17.00	\$5,304.00	\$20.00	\$6,240.00	\$13.85	\$4,321.20
05066024	CONSTRUCTION EXITS (REMOVE)	SY	312.00	\$12.00	\$3,744.00	\$6.00	\$1,872.00	\$10.50	\$3,276.00	\$8.00	\$2,496.00	\$10.00	\$3,120.00	\$10.25	\$3,198.00
05066032	BLADING WORK (EROSION & SEDMT CONT)	HR	200.00	\$165.00	\$33,000.00	\$350.00	\$70,000.00	\$105.00	\$21,000.00	\$100.00	\$20,000.00	\$125.00	\$25,000.00	\$104.00	\$20,800.00
05066038	TEMP SEDMT CONT FENCE (INSTALL)	LF	2365.00	\$4.30	\$10,169.50	\$2.00	\$4,730.00	\$3.65	\$8,632.25	\$5.25	\$12,416.25	\$4.00	\$9,460.00	\$3.60	\$8,514.00
05066039	TEMP SEDMT CONT FENCE (REMOVE)	LF	2365.00	\$1.20	\$2,838.00	\$0.50	\$1,182.50	\$1.05	\$2,483.25	\$0.50	\$1,182.50	\$1.00	\$2,365.00	\$1.05	\$2,483.25
05066041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	660.00	\$5.00	\$3,300.00	\$5.00	\$3,300.00	\$4.20	\$2,772.00	\$6.00	\$3,960.00	\$5.00	\$3,300.00	\$4.10	\$2,706.00
05066043	BIODEG EROSN CONT LOGS (REMOVE)	LF	660.00	\$1.20	\$792.00	\$1.00	\$660.00	\$1.05	\$693.00	\$0.25	\$165.00	\$1.00	\$660.00	\$1.05	\$693.00
05086001	CONSTRUCTING DETOURS	SY	1071.00	\$63.00	\$67,473.00	\$55.00	\$58,905.00	\$47.00	\$50,337.00	\$75.00	\$80,325.00	\$50.00	\$53,550.00	\$46.55	\$49,855.05

				Aaron Concrete		Joe Bland		Jordan Foster		J.D. Abrams, LP		Chasco		Capital Excavation	
05126029	PORT CTB (MOVE)(F-SHAPE)(TY 1)	LF	1170.00	\$18.00	\$21,060.00	\$18.00	\$21,060.00	\$7.50	\$8,775.00	\$6.00	\$7,020.00	\$18.00	\$21,060.00	\$6.30	\$7,371.00
05126053	PORT CTB (REMOVE)(F-SHAPE)(TY 1)	LF	750.00	\$22.00	\$16,500.00	\$22.00	\$16,500.00	\$7.75	\$5,812.50	\$6.00	\$4,500.00	\$15.00	\$11,250.00	\$11.90	\$8,925.00
05286008	COLORLED TEXTURED CONC (5")	SY	1512.00	\$106.00	\$160,272.00	\$132.00	\$199,584.00	\$79.00	\$119,448.00	\$95.00	\$143,640.00	\$75.00	\$113,400.00	\$94.90	\$143,488.80
05296008	CONC CURB & GUTTER (TY II)	LF	2133.00	\$23.00	\$49,059.00	\$18.00	\$38,394.00	\$20.00	\$42,660.00	\$20.00	\$42,660.00	\$18.00	\$38,394.00	\$25.70	\$54,818.10
05296032	CONCRETE GUTTER (MODIFIED)	LF	259.00	\$27.00	\$6,993.00	\$87.00	\$22,533.00	\$42.00	\$10,878.00	\$42.00	\$10,878.00	\$18.00	\$4,662.00	\$25.65	\$6,643.35
05316002	CONC SIDEWALKS (5")	SY	28.00	\$96.00	\$2,688.00	\$150.00	\$4,200.00	\$85.00	\$2,380.00	\$90.00	\$2,520.00	\$85.00	\$2,380.00	\$89.50	\$2,506.00
05316004	CURB RAMPS (TY 1)	EA	3.00	\$1,400.00	\$4,200.00	\$2,500.00	\$7,500.00	\$1,700.00	\$5,100.00	\$1,900.00	\$5,700.00	\$1,600.00	\$4,800.00	\$1,250.00	\$3,750.00
05316016	CURB RAMPS (TY 21)	EA	1.00	\$2,300.00	\$2,300.00	\$3,000.00	\$3,000.00	\$2,600.00	\$2,600.00	\$3,100.00	\$3,100.00	\$1,900.00	\$1,900.00	\$3,180.00	\$3,180.00
05406001	MTL W-BEAM GD FEN (TIM POST)	LF	801.00	\$25.00	\$20,025.00	\$26.00	\$20,826.00	\$23.00	\$18,423.00	\$23.00	\$18,423.00	\$23.00	\$18,423.00	\$23.10	\$18,503.10
05406016	DOWNSTREAM ANCHOR TERMINAL SECTION	EA	3.00	\$1,200.00	\$3,600.00	\$1,300.00	\$3,900.00	\$1,120.00	\$3,360.00	\$1,162.50	\$3,487.50	\$1,150.00	\$3,450.00	\$1,140.00	\$3,420.00
05446001	GUARDRAIL END TREATMENT (INSTALL)	EA	3.00	\$3,200.00	\$9,600.00	\$4,000.00	\$12,000.00	\$3,100.00	\$9,300.00	\$3,123.75	\$9,371.25	\$3,100.00	\$9,300.00	\$2,950.00	\$8,850.00
05456003	CRASH CUSH ATTEN (MOVE & RESET)	EA	6.00	\$3,100.00	\$18,600.00	\$1,500.00	\$9,000.00	\$1,300.00	\$7,800.00	\$1,350.00	\$8,100.00	\$1,300.00	\$7,800.00	\$1,280.00	\$7,680.00
05456005	CRASH CUSH ATTEN (REMOVE)	EA	4.00	\$870.00	\$3,480.00	\$900.00	\$3,600.00	\$780.00	\$3,120.00	\$750.00	\$3,000.00	\$800.00	\$3,200.00	\$770.00	\$3,080.00
05456019	CRASH CUSH ATTEN (INSTL)(S)(N)(TL3)	EA	4.00	\$9,400.00	\$37,600.00	\$8,000.00	\$32,000.00	\$7,300.00	\$29,200.00	\$10,000.00	\$40,000.00	\$7,300.00	\$29,200.00	\$7,200.00	\$28,800.00
05526003	WIRE FENCE (TY C)	LF	81.00	\$30.00	\$2,430.00	\$40.00	\$3,240.00	\$22.00	\$1,782.00	\$15.00	\$1,215.00	\$20.00	\$1,620.00	\$25.00	\$2,025.00
06186046	CONDT (PVC) (SCH 80) (2")	LF	1626.00	\$12.40	\$20,162.40	\$12.00	\$19,512.00	\$10.25	\$16,666.50	\$10.50	\$17,073.00	\$11.50	\$18,699.00	\$11.05	\$17,967.30
06186047	CONDT (PVC) (SCH 80) (2") (BORE)	LF	904.00	\$31.00	\$28,024.00	\$32.00	\$28,928.00	\$26.00	\$23,504.00	\$26.25	\$23,730.00	\$28.50	\$25,764.00	\$27.60	\$24,950.40
06186053	CONDT (PVC) (SCH 80) (3")	LF	4794.00	\$15.00	\$71,910.00	\$15.00	\$71,910.00	\$12.25	\$58,726.50	\$12.60	\$60,404.40	\$13.50	\$63,719.00	\$13.25	\$63,520.50
06186054	CONDT (PVC) (SCH 80) (3") (BORE)	LF	2712.00	\$32.00	\$86,784.00	\$33.00	\$89,496.00	\$26.25	\$71,190.00	\$27.30	\$74,037.60	\$30.00	\$81,360.00	\$28.70	\$77,834.40
06206007	ELEC CONDR (NO.8) BARE	LF	4034.00	\$1.90	\$7,664.60	\$2.00	\$8,068.00	\$1.55	\$6,252.70	\$1.58	\$6,373.72	\$1.75	\$7,059.50	\$1.65	\$6,656.10
06206008	ELEC CONDR (NO.8) INSULATED	LF	2982.00	\$1.50	\$4,473.00	\$2.00	\$5,964.00	\$1.25	\$3,727.50	\$1.26	\$3,757.32	\$1.50	\$4,473.00	\$1.30	\$3,876.60
06206010	ELEC CONDR (NO.6) INSULATED	LF	62.00	\$3.70	\$229.40	\$4.00	\$248.00	\$3.15	\$195.30	\$3.15	\$195.30	\$3.50	\$217.00	\$3.30	\$204.60
06366001	ALUMINUM SIGNS (TY A)	SF	1.00	\$43.00	\$43.00	\$32.00	\$32.00	\$32.00	\$32.00	\$100.00	\$100.00	\$500.00	\$500.00	\$360.00	\$360.00
06446004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	1.00	\$680.00	\$680.00	\$1,000.00	\$1,000.00	\$535.00	\$535.00	\$535.00	\$535.00	\$525.00	\$525.00	\$520.00	\$520.00
06446007	IN SM RD SN SUP&AM TY10BWG(1)SA(U)	EA	9.00	\$805.00	\$7,245.00	\$1,000.00	\$9,000.00	\$750.00	\$6,750.00	\$745.00	\$6,705.00	\$750.00	\$6,750.00	\$730.00	\$6,570.00
06446060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	EA	39.00	\$680.00	\$26,520.00	\$500.00	\$19,500.00	\$360.00	\$14,040.00	\$360.00	\$14,040.00	\$350.00	\$13,650.00	\$350.00	\$13,650.00
06446068	RELOCATE SM RD SN SUP&AM TY 10BWG	EA	9.00	\$560.00	\$5,040.00	\$500.00	\$4,500.00	\$420.00	\$3,780.00	\$420.00	\$3,780.00	\$420.00	\$3,780.00	\$410.00	\$3,690.00
06446076	REMOVE SM RD SN SUP&AM	EA	13.00	\$124.00	\$1,612.00	\$60.00	\$780.00	\$105.00	\$1,365.00	\$105.00	\$1,365.00	\$200.00	\$2,600.00	\$103.00	\$1,339.00
06586001	INSTL DEL ASSM (D-SW)SZ 1(FIX)GND	EA	24.00	\$56.00	\$1,344.00	\$200.00	\$4,800.00	\$50.00	\$1,200.00	\$50.00	\$1,200.00	\$50.00	\$1,200.00	\$49.25	\$1,182.00
06586047	INSTL OM ASSM (OM-2Y)(WC)GND	EA	18.00	\$56.00	\$1,008.00	\$100.00	\$1,800.00	\$55.00	\$990.00	\$58.00	\$1,044.00	\$60.00	\$1,080.00	\$56.40	\$1,015.20
06626001	WK ZN PAV MRK NON-REMOV (W)4"(BRK)	LF	1840.00	\$0.40	\$736.00	\$0.40	\$736.00	\$0.37	\$680.80	\$0.37	\$680.80	\$0.40	\$736.00	\$0.35	\$644.00
06626004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	LF	25173.00	\$0.35	\$8,810.55	\$0.70	\$17,621.10	\$0.30	\$7,551.90	\$0.29	\$7,300.17	\$0.30	\$7,551.90	\$0.30	\$7,551.90
06626012	WK ZN PAV MRK NON-REMOV (W)8"(SLD)	LF	2384.00	\$0.90	\$2,145.60	\$0.70	\$1,668.80	\$0.70	\$1,668.80	\$0.72	\$1,716.48	\$0.75	\$1,788.00	\$0.70	\$1,668.80
06626016	WK ZN PAV MRK NON-REMOV (W)24"(SLD)	LF	206.00	\$8.40	\$1,730.40	\$7.00	\$1,442.00	\$7.15	\$1,472.90	\$7.12	\$1,466.72	\$7.00	\$1,442.00	\$6.95	\$1,431.70
06626034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	LF	47133.00	\$0.35	\$16,496.55	\$0.40	\$18,853.20	\$0.30	\$14,139.90	\$0.29	\$13,668.57	\$0.30	\$14,139.90	\$0.30	\$14,139.90
06626063	WK ZN PAV MRK REMOV (W)4"(SLD)	LF	1334.00	\$1.60	\$2,134.40	\$2.00	\$2,668.00	\$1.35	\$1,800.90	\$1.37	\$1,827.58	\$1.50	\$2,001.00	\$1.35	\$1,800.90
06626071	WK ZN PAV MRK REMOV (W)8"(SLD)	LF	380.00	\$2.85	\$1,083.00	\$4.00	\$1,520.00	\$2.40	\$912.00	\$2.42	\$919.60	\$2.50	\$950.00	\$2.35	\$893.00
06626095	WK ZN PAV MRK REMOV (Y)4"(SLD)	LF	1241.00	\$1.60	\$1,985.60	\$2.00	\$2,482.00	\$1.35	\$1,675.35	\$1.37	\$1,700.17	\$1.50	\$1,861.50	\$1.35	\$1,675.35
06666003	REFL PAV MRK TY I (W)4"(BRK)(100MIL)	LF	9235.00	\$0.50	\$4,617.50	\$0.70	\$6,464.50	\$0.39	\$3,601.65	\$0.39	\$3,601.65	\$0.40	\$3,694.00	\$0.40	\$3,694.00
06666008	REFL PAV MRK TY I (W)4"(LNDP)(090MIL)	LF	36830.00	\$0.50	\$18,415.00	\$0.30	\$11,049.00	\$0.44	\$16,205.20	\$0.44	\$16,205.20	\$0.45	\$16,573.50	\$0.45	\$16,573.50
06666029	REFL PAV MRK TY I (W)8"(DOT)(090MIL)	LF	44.00	\$0.90	\$39.60	\$7.00	\$308.00	\$0.78	\$34.32	\$0.78	\$34.32	\$0.75	\$33.00	\$0.75	\$33.00
06666035	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	LF	12075.00	\$0.80	\$9,660.00	\$1.00	\$12,075.00	\$0.72	\$8,694.00	\$0.71	\$8,573.25	\$0.75	\$9,056.25	\$0.70	\$8,452.50
06666041	REFL PAV MRK TY I (W)12"(SLD)(090MIL)	LF	451.00	\$2.70	\$1,217.70	\$7.00	\$3,157.00	\$2.26	\$1,019.26	\$2.26	\$1,019.26	\$2.50	\$1,127.50	\$2.20	\$992.20
06666047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	LF	379.00	\$5.30	\$2,008.70	\$13.00	\$4,927.00	\$4.50	\$1,705.50	\$4.52	\$1,713.08	\$4.60	\$1,743.40	\$4.40	\$1,667.60
06666063	REFL PAV MRK TY I(W)(UTURN ARW)(100MIL)	EA	50.00	\$230.00	\$11,500.00	\$65.00	\$3,250.00	\$195.00	\$9,750.00	\$195.00	\$9,750.00	\$195.00	\$9,750.00	\$190.00	\$9,500.00
06666095	REFL PAV MRK TY I (W)(SYMBOL)(090MIL)	EA	48.00	\$205.00	\$9,840.00	\$65.00	\$3,120.00	\$170.00	\$8,160.00	\$175.00	\$8,400.00	\$175.00	\$8,400.00	\$169.00	\$8,112.00
06666098	REF PAV MRK TY I(W)18"(YLD TRI)(090MIL)	EA	108.00	\$93.00	\$10,044.00	\$32.00	\$3,456.00	\$79.00	\$8,532.00	\$79.00	\$8,532.00	\$80.00	\$8,640.00	\$76.90	\$8,305.20
06666140	REFL PAV MRK TY I (Y)12"(SLD)(090MIL)	LF	37832.00	\$2.70	\$102,146.40	\$3.00	\$113,496.00	\$0.39	\$14,754.48	\$0.39	\$14,754.48	\$2.50	\$94,580.00	\$2.20	\$83,230.40
06666167	REFL PAV MRK TY II (W) 4" (BRK)	LF	9235.00	\$0.20	\$1,847.00	\$0.15	\$1,385.25	\$0.16	\$1,477.60	\$0.16	\$1,477.60	\$0.20	\$1,847.00	\$0.15	\$1,385.25
06666170	REFL PAV MRK TY II (W) 4" (SLD)	LF	36830.00	\$0.20	\$7,366.00	\$0.15	\$5,524.50	\$0.16	\$5,892.80	\$0.16	\$5,892.80	\$0.20	\$7,366.00	\$0.15	\$5,524.50
06666176	REFL PAV MRK TY II (W) 8" (DOT)	LF	44.00	\$0.50	\$22.00	\$1.00	\$44.00	\$0.42	\$18.48	\$0.42	\$18.48	\$0.45	\$19.80	\$0.40	\$17.60
06666178	REFL PAV MRK TY II (W) 8" (SLD)	LF	12075.00	\$0.50	\$6,037.50	\$0.40	\$4,830.00	\$0.42	\$5,071.50	\$0.42	\$5,071.50	\$0.45	\$5,433.75	\$0.40	\$4,830.00
06666180	REFL PAV MRK TY II (W) 12" (SLD)	LF	451.00	\$1.50	\$676.50	\$2.00	\$902.00	\$1.30	\$586.30	\$1.28	\$577.28	\$1.50	\$676.50	\$1.25	\$563.75
06666182	REFL PAV MRK TY II (W) 24" (SLD)	LF	379.00	\$3.00	\$1,137.00	\$3.00	\$1,137.00	\$2.50	\$947.50	\$2.55	\$966.45	\$2.50	\$947.50	\$2.50	\$947.50
06666184	REFL PAV MRK TY II (W) (ARROW)	EA	50.00	\$93.00	\$4,650.00	\$52.00	\$2,600.00	\$78.00	\$3,900.00	\$79.00	\$3,950.00	\$80.00	\$4,000.00	\$76.90	\$3,845.00
06666192	REFL PAV MRK TY II (W) (WORD)	EA	48.00	\$106.00	\$5,088.00	\$65.00	\$3,120.00	\$88.00	\$4,224.00	\$90.00	\$4,320.00	\$90.00	\$4,320.00	\$87.20	\$4,185.60
06666198	REFL PAV MRK TY II (W) 18" (YLD TRI)	EA	108.00	\$31.00	\$3,348.00	\$13.00	\$1,404.00	\$26.00	\$2,808.00	\$27.00	\$2,916.00	\$26.00	\$2,808.00	\$25.65	\$2,770.20
06666207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	37832.00	\$0.20	\$7,566.40	\$0.20	\$7,566.40	\$0.16	\$6,053.12	\$0.16	\$6,053.12	\$0.20	\$7,566.40	\$0.15	\$5,674.80
06726007	REFL PAV MRKR TY I-C	EA	440.00	\$3.90	\$1,716.00	\$3.00	\$1,320.00	\$3.30	\$1,452.00	\$3.31	\$1,456.40	\$3.30	\$1,452.00	\$3.25	\$1,430.00
06726009	REFL PAV MRKR TY II-A-A	EA	295.00	\$3.90	\$1,150.50	\$5.00	\$1,475.00	\$3.30	\$973.50	\$3.25	\$958.75	\$3.30	\$973.50	\$3.25	\$958.75
06726010	REFL PAV MRKR TY II-C-R	EA	635.00	\$3.90	\$2,476.50	\$8.00	\$5,080.00	\$3.30	\$2,095.50	\$3.25	\$2,063.75	\$3.30	\$2,095.50	\$3.25	\$2,063.75
06776001	ELIM EXT PAV MRK & MRKS (4")	LF	9292.00	\$0.70	\$6,504.40	\$1.00	\$9,292.00	\$0.60	\$5,575.20	\$0.60	\$5,575.20	\$0.60	\$5,575.20	\$0.60	\$5,575.20
06776003	ELIM EXT PAV MRK & MRKS (8")	LF	825.00	\$1.45	\$1,196.25	\$3.00	\$2,475.00	\$1.20	\$990.00	\$1.20	\$990.00	\$1.20	\$990.00	\$1.20	\$990.00
06776005	ELIM EXT PAV MRK & MRKS (12")	LF	341.00	\$4.30	\$1,466.30	\$4.00	\$1,364.00	\$3.60	\$1,227.60	\$					

				Aaron Concrete		Joe Bland		Jordan Foster		J.D. Abrams, LP		Chasco		Capital Excavation	
06816001	TEMP TRAF SIGNALS	EA	1.00	\$18,600.00	\$18,600.00	\$19,000.00	\$19,000.00	\$15,500.00	\$15,500.00	\$15,700.00	\$15,700.00	\$25,000.00	\$25,000.00	\$16,600.00	\$16,600.00
06826001	VEH SIG SEC (12")LED(GRN)	EA	16.00	\$310.00	\$4,960.00	\$300.00	\$4,800.00	\$260.00	\$4,160.00	\$260.00	\$4,160.00	\$285.00	\$4,560.00	\$280.00	\$4,480.00
06826002	VEH SIG SEC (12")LED(GRN ARW)	EA	6.00	\$240.00	\$1,440.00	\$250.00	\$1,500.00	\$200.00	\$1,200.00	\$205.00	\$1,230.00	\$225.00	\$1,350.00	\$215.00	\$1,290.00
06826003	VEH SIG SEC (12")LED(YEL)	EA	16.00	\$310.00	\$4,960.00	\$300.00	\$4,800.00	\$260.00	\$4,160.00	\$263.00	\$4,208.00	\$285.00	\$4,560.00	\$280.00	\$4,480.00
06826004	VEH SIG SEC (12")LED(YEL ARW)	EA	6.00	\$240.00	\$1,440.00	\$250.00	\$1,500.00	\$200.00	\$1,200.00	\$205.00	\$1,230.00	\$225.00	\$1,350.00	\$215.00	\$1,290.00
06826005	VEH SIG SEC (12")LED(RED)	EA	16.00	\$310.00	\$4,960.00	\$300.00	\$4,800.00	\$260.00	\$4,160.00	\$260.00	\$4,160.00	\$285.00	\$4,560.00	\$280.00	\$4,480.00
06826006	VEH SIG SEC (12")LED(RED ARW)	EA	6.00	\$240.00	\$1,440.00	\$250.00	\$1,500.00	\$200.00	\$1,200.00	\$200.00	\$1,200.00	\$225.00	\$1,350.00	\$215.00	\$1,290.00
06826018	PED SIG SEC (LED)(COUNTDOWN)	EA	2.00	\$533.00	\$1,066.00	\$500.00	\$1,000.00	\$450.00	\$900.00	\$450.00	\$900.00	\$500.00	\$1,000.00	\$470.00	\$940.00
06826023	BACK PLATE (12")/3 SEC)	EA	22.00	\$186.00	\$4,092.00	\$200.00	\$4,400.00	\$150.00	\$3,300.00	\$158.00	\$3,476.00	\$175.00	\$3,850.00	\$166.00	\$3,652.00
06846008	TRF SIG CBL (TY A)(12 AWG)(3 CONDR)	LF	840.00	\$1.90	\$1,596.00	\$2.00	\$1,680.00	\$1.60	\$1,344.00	\$1.58	\$1,327.20	\$1.75	\$1,470.00	\$1.65	\$1,386.00
06846030	TRF SIG CBL (TY A)(14 AWG)(4 CONDR)	LF	431.00	\$2.00	\$862.00	\$2.00	\$862.00	\$1.70	\$732.70	\$1.68	\$724.08	\$1.90	\$818.90	\$1.75	\$754.25
06846031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	885.00	\$2.10	\$1,858.50	\$2.00	\$1,770.00	\$1.80	\$1,593.00	\$1.79	\$1,584.15	\$2.00	\$1,770.00	\$1.90	\$1,681.50
06846033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	907.00	\$2.50	\$2,267.50	\$3.00	\$2,721.00	\$2.10	\$1,904.70	\$2.10	\$1,904.70	\$2.50	\$2,267.50	\$2.20	\$1,995.40
06846046	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	LF	1437.00	\$3.70	\$5,316.90	\$4.00	\$5,748.00	\$3.15	\$4,526.55	\$3.15	\$4,526.55	\$3.50	\$5,029.50	\$3.30	\$4,742.10
06846049	TRF SIG CBL (TY A)(16 AWG)(3 CONDR)	LF	1674.00	\$0.10	\$167.40	\$1.00	\$1,674.00	\$0.11	\$184.14	\$0.11	\$184.14	\$0.20	\$334.80	\$0.10	\$167.40
06846081	TRF SIG CBL (TY C)(16 AWG)(2 CONDR)	LF	889.00	\$2.00	\$1,778.00	\$2.00	\$1,778.00	\$1.70	\$1,511.30	\$1.70	\$1,511.30	\$2.00	\$1,778.00	\$1.75	\$1,555.75
06866052	INS TRF SIG PL AM(S)1 ARM(48')LUM&ILSN	EA	1.00	\$12,300.00	\$12,300.00	\$12,000.00	\$12,000.00	\$10,100.00	\$10,100.00	\$15,000.00	\$15,000.00	\$11,500.00	\$11,500.00	\$10,900.00	\$10,900.00
06866064	INS TRF SIG PL AM(S)1 ARM(60')LUM&ILSN	EA	2.00	\$34,700.00	\$69,400.00	\$34,000.00	\$68,000.00	\$28,500.00	\$57,000.00	\$25,000.00	\$50,000.00	\$32,000.00	\$64,000.00	\$30,900.00	\$61,800.00
06876001	PED POLE ASSEMBLY	EA	2.00	\$3,500.00	\$7,000.00	\$3,000.00	\$6,000.00	\$2,900.00	\$5,800.00	\$2,940.00	\$5,880.00	\$3,200.00	\$6,400.00	\$3,090.00	\$6,180.00
06876003	RELOCATE PED POLE ASSEMBLY	EA	4.00	\$2,600.00	\$10,400.00	\$3,000.00	\$12,000.00	\$2,200.00	\$8,800.00	\$2,205.00	\$8,820.00	\$2,400.00	\$9,600.00	\$2,320.00	\$9,280.00
06886001	PED DETECT PUSH BUTTON (APS)	EA	2.00	\$850.00	\$1,700.00	\$800.00	\$1,600.00	\$715.00	\$1,430.00	\$714.00	\$1,428.00	\$780.00	\$1,560.00	\$750.00	\$1,500.00
07606003	DITCH CLEAN/RESHAPING(CU YD IN VEHICLE)	CY	5009.00	\$20.00	\$100,180.00	\$7.00	\$35,063.00	\$14.30	\$71,628.70	\$9.00	\$45,081.00	\$25.00	\$125,225.00	\$26.00	\$130,234.00
30766001	D-GR HMA TY-B PG64-22	TON	23682.89	\$69.00	\$1,634,119.43	\$70.00	\$1,657,802.32	\$63.50	\$1,503,863.53	\$65.00	\$1,539,387.87	\$65.00	\$1,539,387.87	\$66.00	\$1,563,070.76
30766048	D-GR HMA TY-D PG76-22	TON	24956.73	\$78.00	\$1,946,625.16	\$78.00	\$1,946,625.16	\$72.00	\$1,796,884.76	\$75.00	\$1,871,754.96	\$73.00	\$1,821,841.50	\$75.00	\$1,871,754.96
50016001	GEOGRID BASE REINFORCEMENT (TY I)	SY	105919.00	\$1.10	\$116,510.90	\$4.00	\$423,676.00	\$0.65	\$68,847.35	\$1.50	\$158,878.50	\$1.20	\$127,102.80	\$0.94	\$99,563.86
60026005	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	1674.00	\$5.00	\$8,370.00	\$5.00	\$8,370.00	\$4.20	\$7,030.80	\$4.25	\$7,114.50	\$4.50	\$7,533.00	\$4.40	\$7,365.60
60256002	RADAR PRESENCE DETECTOR COMM CABLE	LF	784.00	\$3.70	\$2,900.80	\$4.00	\$3,136.00	\$3.15	\$2,469.60	\$3.15	\$2,469.60	\$3.50	\$2,744.00	\$3.30	\$2,587.20
60906003	ILSN (LED) (6S)	EA	2.00	\$3,100.00	\$6,200.00	\$3,000.00	\$6,000.00	\$2,600.00	\$5,200.00	\$2,500.00	\$5,000.00	\$2,800.00	\$5,600.00	\$2,740.00	\$5,480.00
60906004	ILSN (LED)(8S)	EA	3.00	\$3,400.00	\$10,200.00	\$4,000.00	\$12,000.00	\$2,800.00	\$8,400.00	\$2,800.00	\$8,400.00	\$3,100.00	\$9,300.00	\$2,990.00	\$8,970.00
61856002	TMA (STATIONARY)	DAY	200	\$75.00	\$15,000.00	\$200.00	\$40,000.00	\$0.01	\$2.00	\$100.00	\$20,000.00	\$160.00	\$32,000.00	\$420.00	\$84,000.00
*	OPTICOM CABLE -GTT MODEL 138	LF	314	\$6.20	\$1,946.80	\$6.00	\$1,884.00	\$5.25	\$1,648.50	\$5.25	\$1,648.50	\$5.75	\$1,805.50	\$5.50	\$1,727.00
SHEET TOTAL					\$14,414,441.21		\$13,585,147.60		\$11,365,933.10		\$11,104,890.48		\$11,164,965.08		\$12,540,833.48



[Handwritten Signature]
12/7/2020



BID TABULATION
UNIVERSITY BOULEVARD EXPANSION
FM 1460 TO SH 130

December 3, 2020

PLANNING • ENGINEERING • CONSTRUCTION

Dawn Scheel
Project Manager
City of Round Rock
3400 Sunrise Rd.
Round Rock, TX 78665

RE: University Boulevard Expansion

Dear Ms. Scheel, P.E.:

Seiler Lankes Group, LLC has reviewed the submitted bids for the above project. There were six responding firms and the bids ranged from \$11,104,890.48 to \$14,414,441.21 with **J.D. Abrams, LP** submitting the low bid. We have tabulated the bids and accounted for all required forms. We have verified bid form quantities and unit prices.

We find all information to be complete and in order and recommend that **J.D. Abrams, LP** be awarded the contract.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Gerald Lankes', written over a light blue horizontal line.

Gerald Lankes, P.E.
Seiler Lankes Group, LLC

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.

J.D. Abrams, L.P.
Austin, TX United States

Certificate Number:
2020-701706

Date Filed:
12/28/2020

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 Transportation Department

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.

University Boulevard Expansion
FM 1460 east to SH 130, Round Rock, Williamson County, Texas

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Abrams, Jon	Austin, TX United States	X	
	Everett, Brad	Austin, TX United States	X	
	Fernandez, Alfonso	Austin, TX United States	X	
	Gallagher, Kelly	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is J Kelly Gallagher, and my date of birth is [REDACTED].

My address is 5811 Trade Center Dr. Bldg 1, Austin, TX, 78744, 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 29th day of Dec, 2020.
(month) (year)

J Kelly Gallagher
Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution authorizing the Mayor to execute Supplemental Contract No. 1 with Halff Associates, Inc. for the Wyoming Springs Segment 1 Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/14/2021

Dept Director: Gary Hudder, Transportation Director

Cost: \$1,641,846.00

Indexes: RR Transportation and Economic Development Corporation (Type B);
Self-Financed Water Construction

Attachments: Resolution, Exhibit A, Form 1295

Department: Transportation Department

Text of Legislative File 2021-006

This supplemental contract with Halff, Associates, Inc. for the development of an environmental clearance, preparation of Right-of-Way documents, performance of utility coordination, water corridor planning for the City and development of 100% construction Plans, Specifications and Engineering (PS&E) documents for the ultimate construction of a new 4 lane divided arterial roadway with off-street shared use paths, Wyoming Springs Boulevard Segment 1. This new roadway will connect the existing Wyoming Springs Blvd at its intersection with Creek Bend Blvd/Brightwater Blvd. to the intersection with FM 3406/Old Settlers Blvd. This segment of roadway is being proposed as a stand alone project but is part of a multi-segment multi-phase vision to construct/upgrade Wyoming Springs Blvd from RM 620 to Arterial H (E. New Hope Dr.).

The Wyoming Springs Blvd. corridor is an important north/south transportation artery in Round Rock. This arterial roadway has been identified in the city's Master Transportation Plan as a corridor that needs to be completed to ensure reduced congestion and travel times while increasing safety. The Master Transportation Plan has determined the ultimate section for this roadway to be a 4-lane divided urban arterial with off-street shared use paths. This roadway section will provide increased mobility as well as enhanced driver/pedestrian safety. Mobility is increased by the connection of two previously completed sections of Wyoming Springs Blvd. and by adding turn lanes at these two major intersections. Safety is enhanced by inclusion of a raised median to direct turning traffic movement to controlled intersections and by the inclusion of the shared use paths for pedestrians and bicyclists.

This contract will take the concept developed during the schematic design phase of the project as well as input from the public meeting to move to the 100% complete PS&E status and ultimate bidding of the project for construction.

Cost: \$1,641,846.00

Source of Funds: RR Transportation and Economic Development Corporation (Type B) and Self-Financed Water Construction

RESOLUTION NO. R-2021-006

WHEREAS, the City of Round Rock has previously entered into a Contract for Engineering Services (“Contract”) with Halff Associates, Inc. for the Wyoming Springs Segment 1 Project; and

WHEREAS, Halff Associates, Inc. has submitted Supplemental Contract No. 1 to the Contract to modify the provisions for the scope of services and to increase the compensation; and

WHEREAS, the City Council desires to enter into said Supplemental Contract No. 1 with Halff Associates, Inc., Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City Supplemental Contract No. 1 to the Contract with Halff Associates, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

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

RESOLVED this 14th day of January, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT FOR ENGINEERING SERVICES**

FIRM: HALFF ASSOCIATES, INC. ("Engineer")
ADDRESS: 9500 Amberglen Boulevard, Building F, Suite 125, Austin, TX 78729
PROJECT: Wyoming Springs Segment 1

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the City of Round Rock, Texas, hereinafter called the "City" and Halff Associates, Inc., hereinafter called the "Engineer".

WHEREAS, the City and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract", on the 22nd day of August, 2019 for the Wyoming Springs Segment 1 Project in the amount of \$546,776.54; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$1,641,846.00 to a total of \$2,188,622.54;

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

I.

Article 1, City Services and Exhibit A, City Services shall be amended as set forth in the attached Addendum To Exhibit A.

II.

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

III.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$1,641,846.00 the lump sum amount payable under the Contract for a total of \$2,188,622.54, as shown by the attached Addendum to Exhibit D.

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

HALFF ASSOCIATES, INC.

By: Shu M. B. T.
Vice President

12-28-20
Date

CITY OF ROUND ROCK

APPROVED AS TO FORM:

By: _____
Craig Morgan, Mayor

Stephan L. Sheets, City Attorney

Date

ADDENDUM TO EXHIBIT A

City Services

The City will furnish to the Engineer the following information and/or perform the following tasks:

- Provide a tax exemption form for the purchase of taxable goods and services.
- Post and pay for notices in local publications.
- Post and maintain project information on City website, as appropriate. Provide Engineer a project specific email address which citizens can use to direct inquires.
- Review Engineer 's plan and submittals, and cost estimates.
- Criteria or direction for screen fence locations
- Assist the Engineer in obtaining property rights-of-entry for ground surveys and environmental investigations.
- Support project development with external stakeholders such other agencies and property owners.
- Assist the Engineer, as needed, in obtaining data and information from the State, County, and/or other franchise utility companies.
- Coordinate and communicate project items and progress to other city departments, as appropriate.

ADDENDUM TO EXHIBIT B

Engineering Services

For the scope of services for this contract, the Engineer shall provide professional services for Final Design and Permitting. Engineer will provide services described in further detail as follows:

Task 1 - PROJECT MANAGEMENT

- 1.1. Project Administration
 - The Project Manager shall communicate with the city project manager.
 - Prepare project meeting summaries for applicable meetings during the project development process.
 - Keep records of project correspondence and make such records available to the city as needed.
- 1.2. Monthly Progress and Invoice
 - Create and submit monthly invoices in required city format.
 - Prepare monthly progress reports for submission with the invoices to provide a written account of the progress made to date on the project
- 1.3. Sub-consultant Management
 - Prepare and execute contracts with sub-consultants, monitor sub-consultants work, review and approve of sub-consultant invoices.

Task 2 – ROW PARCELS AND ENVIRONMENTAL PERMITTING

- 2.1. Right-of-way (ROW) Parcel Preparation –
Half will prepare legal descriptions and accompanying parcel exhibits for ROW and easement acquisition documents, as shown on the revised schematic dated August 2020:
 - Two (2) pedestrian easements on west side near Hairy Man Road (Fern Bluff MUD)
 - One (1) drainage easements on west side near cross culvert (Fern Bluff MUD)
 - Two (2) ROW parcels near Sam Bass Road (dedicate Round Rock property)
 - One (1) ROW parcel on the east side near Hairy Man Road (Fern Bluff MUD)
 - One (1) ROW parcel on the west side near Tenor Lane (Fern Bluff MUD)

The descriptions will be based on our previous boundary surveys. Corner monuments will be set for new ROW and easement lines. No monuments will be placed along existing ROW.

Individual parcel exhibits shall be in pdf format, shall be sealed, signed and dated by a Registered Professional Land Surveyor

2.2. Traditional ROW Map -

The traditional ROW map includes the performance of on the ground surveys and preparation of parcel maps, legal descriptions (metes and bounds descriptions), and ROW maps.

1. PURPOSE

The purpose of a traditional ROW map is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.

2. DEFINITIONS

For purposes of this Contract, the following definitions shall apply:

- a. Owner – The most current title holder of record as determined by a study of the Real Property Records.
- b. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use.

A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.

- c. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they must include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.
- d. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.

- e. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing must be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.
- f. Right-of-Way Maps – A series of 22 inch by 34 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, and locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project.

3. PROCEDURE

All standards, procedures and equipment used by the Surveyor shall be such that, at a minimum, the results of the survey shall be in compliance with the “Precision and Accuracy Requirements” set forth by the latest Board Rule as promulgated by the Texas Board of Professional Land Surveying (TBPLS).

a. Right-of-Way Map

The Surveyor shall field locate items such as: property corners, existing right-of-way markers, improvements, and visible utilities. The Surveyor shall verify and update the planimetric file as directed by the City.

The Surveyor shall prepare a right-of-way map for each proposed right-of-way project. A right-of-way map must include a title sheet, an index sheet, a survey control index sheet, a horizontal control data sheet, and sufficient plan sheets to cover the proposed project, and other sheets as directed by the City.

Plan sheets must include, but need not be limited to, the following items of information:

- i. Proposed right-of-way lines delineated with appropriate bearings, distances, and curve data. Curve data must include the radius, delta angle, arc length, and long chord bearing and distance.

- ii. Existing right-of-way lines delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data must include the radius, delta angle, arc length, and long chord bearing and distance.
- iii. The proposed project baseline alignment delineated with appropriate bearings, distances, and curve data. Curve data must include the station of the curve, Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations must be labeled as to station.
- iv. Proposed paving lines combined with relevant existing paving lines must be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final product submitted to the city must be shaded with a dot pattern or highlighted by some other means acceptable to the City.
- v. Private property lines must be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.
- vi. League lines and survey lines must be shown and identified by name and abstract number.
- vii. County lines and city limit lines must be located and identified by name.
- viii. A north arrow must be shown on each sheet, and, if possible, located in the upper right corner of the sheet.
- ix. Monumentation set or found must be shown and described as to material and size.
- x. A station and offset must be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be shown with respect to the proposed centerline alignment.
- xi. Intersecting and adjoining public right-of-ways must be shown and identified by name, right-of-way width, and recording data.

- xii. Railroads must be shown and identified by name, right-of-way width, and recording data.
- xiii. Utility corridors must be identified as to easement or fee.
- xiv. Easements and fee strips must be shown and identified by width, owner, and recording data.
- xv. Building lines or set-back lines must be shown and identified.
- xvi. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line must be shown and identified.
- xvii. Structures must be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).
- xviii. Structures which are severed by a proposed right-of-way line must be dimensioned to the extent necessary to completely delineate the severed parts.
- xix. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line must be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.
- xx. In cases where structures are located outside the proposed right-of-way corridor and within ten feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line must be shown.
- xxi. If the structure is an element of the planimetric furnished to the Surveyor by the City, the Surveyor may snap to the structure to determine the shortest distance to the proposed right-of-way line. However, if the distance is less than three feet, the Surveyor shall verify the distance in the field.
- xxii. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line must be shown and identified.
- xxiii. Visible location of vents and filler caps of underground fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of the corridor must be determined and shown.

- xxiv. Points of commencing and points of beginning must be shown and labeled. Points of beginning must be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.
- xxv. Each parcel of land to be acquired must be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the Surveyor is unfamiliar with the criteria used by the city to assign parcel numbers, the Surveyor shall seek the assistance of the city at the time the abstract map is complete.
- xxvi. An ownership tabulation must be shown that includes the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and right of the centerline alignment or both. Types of conveyance, film code and file numbers refer to conveyances to the city and will be added to the right-of-way map by the city at a later date. The Surveyor must provide several blank lines in the tabulation block to facilitate future map additions.
- xxvii. A parent tract inset must be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines must be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.
- xxviii. A note must be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used. The note must also include the National Geodetic Survey (NGS) or other basis monument(s) name or identification number, city Plane Coordinate zone information, EPOCH information, Grid or Surface values and the Combined Adjustment Factor or Surface Adjustment Factor.
- xxix. Appropriate notes must be included on the title sheet and each map sheet stating the following:
 - Month(s) and year abstracting upon which the map is based.
 - Month(s) and year field surveys were conducted upon which the map is based.

- Month and year the map was completed by the Surveyor.

4. ADHERENCE TO STANDARDS

For purposes of clarity, consistency, and ease of understanding, the City, as an acquiring agency of private property for public use, has adopted standards and formats for a right-of-way map which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. The Surveyor shall adhere to these standards and formats to every extent possible to ensure that the needs of the city are met.

5. GENERAL SPECIFICATIONS

For purposes of this Contract, the following general specifications for a right-of-way map apply:

- a. Completed right-of-way maps must be submitted to the city in both Microstation CADD files and Adobe PDF format that conform to producing a final print or plot which is 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned $\frac{1}{2}$ inch from the top, bottom, and right edge of the sheet.
- b. Right-of-way maps must be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects with prior approval by the City.
- c. The smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100) because right-of-way maps are reduced in size by one-half for archiving purposes. A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the City.
- d. Parcel plats must be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects with prior approval by the City. In the case of a very large parcel which would be difficult to show with clarity on a single 8 $\frac{1}{2}$ inch by 11 inch sheet, the Surveyor shall use multiple 8 $\frac{1}{2}$ inch by 11 inch sheets with matching lines.
- e. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).
- f. Property descriptions shall be submitted on 8 $\frac{1}{2}$ inch by 11 inch bond paper.

- g. The Surveyor shall obtain city approval prior to using a paper product not previously approved by the City.

6. GENERAL REQUIREMENTS

For purposes of this Contract, the following general requirements shall apply:

- a. Copies of instruments of record submitted to the city must be indexed by parcel number.
- b. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions must be surface coordinates based on the Texas Coordinate System. The appropriate combined adjustment factors (sea level factor multiplied by the scale factor) for each zone of the coordinate system, which have been developed by the City, must be noted.

In order to obtain surface coordinates, the Surveyor shall multiply grid coordinates by the appropriate combined adjustment factor for each zone, as provided by the city (The Grid coordinates multiplied by the combined adjustment factor = surface coordinates).

- c. Line and curve tables may be used when necessary.
- d. The number of centerline alignment stations to be shown on a single plan sheet are restricted to the extent necessary to allow approximately four inches between match lines and sheet borders for future details and notes.
- e. A minimum four inch by four inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.
- f. Based on the discretion and direction of the City, a 5/8 inch Iron Rod (or other appropriate monument) may be set on the proposed right-of-way line, and may be replaced at a later date with the City's right-of-way marker.

When the 5/8" iron rod with is set for PCs, PTs, Pls, and 1500 foot stations, the double asterisk symbol (**) must be shown on the map sheets and written into and shown in the property description and must be accompanied by the following note:

**The monument described and set may be replaced with the City's right-of-way marker upon the completion of the construction project,

under the supervision of a RPLS, either employed or retained by the City.

DELIVERABLES

The Surveyors shall prepare and submit the following:

- A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats.
- Documentation stating that the appropriate monuments were set on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,500 foot stations.
- Documentation stating that the appropriate monuments were set on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,500 foot stations, and as directed by the City.
- The Surveyor's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.
- A copy of the City's right-of-way map check list, signed by the Surveyor.

2.3. USACE Pre-Construction Notification (PCN) and coordination–

A pre-application meeting with the United States Army Corps of Engineers (USACE) confirmed that Pre-Construction Notification (PCN) under *NWP 14 – Linear Transportation* would be necessary. The PCN is required to evaluate impacts pursuant to *General Condition 18 – Endangered Species* and *General Condition 20 – Historic Resources* of the NWP program. Consultant proposes to prepare the NWP PCN documentation which includes the following:

- Name, address and telephone numbers of the prospective permittee;
- Location of the proposed project;
- A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure;
- Preparation of exhibits demonstrating work in Waters of the United States (WOTUS)
- A description and/or exhibits demonstrating avoidance/minimization measures and construction Best Management Practices (BMPs)
- Delineation of waters of the US (*prepared under original Agreement*);
- Compensatory mitigation plan, if needed (*not anticipated per impacts from preliminary design and pre-application discussion with the USACE*);
- Threatened and endangered species Biological Assessment (*See 2.3*);
- Cultural resources assessment (*prepared under original Agreement*).

In addition to the PCN application documentation identified above, Consultant will facilitate interagency review pursuant to General Conditions 18 and 20 of the NWP Program including:

- Informal Section 7 Consultation with the United States Fish and Wildlife Service (USFWS); and
- USACE Regulatory Archeological review pursuant to Section 106 of the National Historic Preservation Act (NHPA).
- It is anticipated that the interagency review process will include a pre-submittal conference call with the USACE and USFWS to review the PCN package for completeness prior to submitting, and up to three comment resolution conference calls.

2.4. Biological Assessment (BA) –

- Engineer shall prepare and coordinate the submittal of the BA in accordance with USACE guidance and described in more detail in the following (services to be provided by subconsultant SWCA):
- Endangered Species Act (ESA) compliance in support of a pre-construction notification (PCN) to the U.S. Army Corps of Engineers (USACE) Fort Worth District. There are two proposed waters of the U.S. (WOTUS) crossings within the project right-of-way: Brushy Creek (a perennial stream) and Dry Fork Creek (an open water impoundment on an intermittent stream). There are two roadway alternatives proposed for the crossing at Dry Fork Creek: a three-span bridge with drilled pier foundations (Option 1), and a floorless arch culvert with spread footings (Option 2). At Brushy Creek, a bridge span is proposed for the road crossing. No permanent impacts are anticipated from construction of the bridge span. For the two WOTUS crossings, authorization under Nationwide Permit 14 (Linear Transportation Projects) is proposed. The Project crosses designated subsurface critical habitat for the Jollyville Plateau Salamander (*Eurycea tonkawae*) at Dry Fork Creek. Therefore, SWCA is to prepare a Biological Assessment (BA) to assess the effects of the Project on the Jollyville Plateau Salamander, as well as protected species known to occur in the Project action area. The BA would be drafted to support informal Section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) via the USACE Fort Worth District as the lead federal agency.

BIOLOGICAL ASSESSMENT

- Recently, the USACE Fort Worth District Regulatory Division provided SWCA with draft BA guidance, which included required elements for a BA. SWCA will use the guidance to develop an outline and draft the components of the BA before submitting to the USACE. The USACE also suggests that the applicant incorporate additional resources provided by the appropriate USFWS office for guidance on the development of BAs. In addition, SWCA senior wildlife biologists that holds a USFWS Section 10(A)(1)(A) Permit will be conducting a one-day site visit to assess and map potential Jollyville Plateau salamander and golden-cheeked warbler habitat within the Action Area for the BA. The following components are a comprehensive list of information required by the USACE for the development of the BA as quoted by the draft BA guidance provided by the USACE:

1. Introduction
 - a. State the purpose of document (e.g., to assess the effects of the proposed action on federally protected resources).
 - b. Briefly specify the proposed action. If applicable, include both the Federal action (e.g., issuance of Nationwide Permit 14) and the applicant's action (e.g., roadway construction).
2. Project Description
 - a. Subdivide proposed action into project elements (e.g., construction, operation, and maintenance), if applicable.
 - b. Describe the where, when, and how for each Project element.
 - c. Include a map delineating the location of each Project element.
 - d. Identify any conservation measures that will be incorporated into the Project design.
3. Action Area
 - a. Delineate the geographic area that will be affected (i.e., the area where the physical, chemical, and biotic effects will occur).
 - b. Delineate the specific areas that will be affected by each of the Project elements.
 - c. Identify any ongoing activities that may be affecting the species or habitat.
4. Species/Critical Habitat Considered
 - a. Identify the species or critical habitat that "may be present."
 - b. Document how you identify these listed resources.
 - c. Describe the current population and habitat conditions (status and trend, if known) in the action area for each protected resource that "may be present."

5. Effects Analysis
 - a. For each species or critical habitat parcel, explain how it will or will not be exposed to the Project elements; be sure to consider effects to all life stages.
 - b. Describe the anticipated response (e.g., none, abandoned the area, decrease foraging success, reduced fecundity, injury, death, etc.) from any likely exposure.
 - c. Cumulative Effects Analysis (for actions that are likely to adversely affect listed resources). Identify any future state or private activities, not involving Federal activities that are reasonably certain to occur within the action area. Describe how such activities will affect listed resources within the action area.
6. Conclusion and Determination of Effects for each protected resource
 - a. For each protected resource, make a Section 7 determination and include your rationale.

ASSUMPTIONS

- The USACE, as the lead federal agency, will coordinate with the USFWS. Other than initial contact with the USFWS regarding agency-specific recommendations (e.g., Action Area) for the BA, SWCA will not have contact with the USFWS regarding the Project.
- The cost below is based on the required components provided in the USACE draft BA guidance. If the USFWS requires or recommends items for the BA that differ greatly than the USACE guidance, a change order may be required.
- SWCA will provide draft and final copies of the BA (in electronic format) to Halff Associates, Inc. for one round of review prior to agency submission.
- SWCA will respond to up to three rounds of comments from the USACE with the assumption these comments will include any comments from the USFWS.
- SWCA will work with Halff Associates, Inc., USACE and USFWS to identify appropriate and practicable conservation measures to minimize incidental take of federally listed species.
- SWCA will use a recent USACE-provided BA outline and guidelines to develop the BA and will incorporate any suggested additions that may be provided by the USFWS regarding the development of the BA

Task 3 – Plans, Specifications, and Estimates (PS&E)

- 3.1. Alignment Refinement – Engineer shall prepare an update the schematic alignment to minimize impacts to large trees and parallel water utilities.

- 3.2. 60% PS&E – Engineer shall prepare and submit 60% PS&E including:
- Title and Index Sheet
 - Quantity Summary Sheets
 - Typical Sections
 - Survey Control Sheet
 - Removal Sheets
 - Paving Plan and Profiles Sheets
 - Retaining Wall Layouts per item 3.7 below
 - Bridge Drawings per item 3.8 below
 - Runoff Calculation Sheets
 - Storm Sewer Plan and Profile Sheets
 - Storm Sewer and Inlet Calculation Sheets
 - SW3P Cover Sheet and Erosion and Sedimentation Control Sheets
 - Tree Protection Plan Sheets
 - Landscape Planning and Irrigation Layout Sheets
 - Water and Wastewater adjustment (provide utility sheets showing manholes and valves proposed to be raised/adjusted to grade)
 - Roadway Illumination and Conduit Sheets
 - Signing and Striping Sheets
 - Signal Layout and Elevation Sheets
 - Traffic Control Plans
 - Project Specific Detail Sheets
 - Roadway Cross Section Sheets (50 ft spacing)
 - Preparation of updated OPCC
- 3.3. 90% PS&E – Engineer shall prepare and submit 90% PS&E including
- Updated 90% with comments addressed from 60% review
 - Bid Form and Specifications for inclusion in Project Manual (front-end contract documents to be provided by the city)
 - Preparation of updated OPCC
- 3.4. 100% PS&E – Engineer shall prepare and submit 100% PS&E signed and sealed by Professional Engineers licensed in the State of Texas including
- Final plans with comments addressed from 90% review
 - Final Bid Form and Specifications in Project Manual
 - Final updated OPCC
- 3.5. CLOMR– Engineer will provide hydraulic analysis and report required for a Conditional Letter of Map Revision (CLOMR) and submittal to FEMA,
- Conditional Letter of Map Revision (CLOMR) Submittal
 - Prepare CLOMR submittal package for Brushy Creek and Dry Fork Tributary for the 10-year, 50-year, 100-year, 500-year, and Ultimate 100-year frequency storm events based on the Upper Brushy Creek FEMA models provided by the City. These models are the best available data at this time.

- Prepare effective, corrected effective, pre-project, and post project hydrology and hydraulic models, and run cHECK-RAS for all HEC-RAS models.
- Prepare exhibits and tables showing floodplain tie-in points upstream and downstream of the proposed project.
- Update hydrology, flood profiles, and floodway data tables in the FIS as needed.
- Prepare MT-2 FEMA forms for CLOMR submittal to City and FEMA.
- Environmental Assessment to be provided by Halff Public Works for inclusion with the CLOMR submittal.
- Final proposed plans to be provided by Halff Public Works for inclusion with the CLOMR submittal.
- Submit CLOMR to City Floodplain Administrator for review and approval. This scope assumes one (1) meeting with the City Floodplain Administrator.
- Submit CLOMR to FEMA for review and approval. A FEMA review fee is required upon submittal to FEMA and will be submitted on Halff's invoice as a pass-through expense to be paid by the City.
- Coordinate up to two (2) iterations with FEMA reviewers.

3.6. Bridge Scour Analysis and Final Drainage Report Update – Engineer will perform a scour analysis of both bridge crossings and show scour envelopes in the plans

- Perform a scour evaluation for each proposed bridge structure over Brushy Creek and Dry Fork.
- Prepare scour evaluation for 60% and 90% bridge plans.
- Provide bridge engineer the potential scour depths, envelope and recommended countermeasures, if needed.
- The schematic level drainage report will be updated with the final bridge configuration via simple revision/addendum.

3.7. Retaining Wall – Engineer will provide structural design and wall layouts:

- MSE Retaining Walls (4 ~ Abutment Locations, 1 ~ Sta 125+00 to 130+00)
 - i. Wall Layout
 - a. Develop Wall Layout Sheets (1" = 40' Scale) (60%, 90%, 100%)
 - b. Develop Wall Typical Section Sheets (60%, 90%, 100%)
 - c. Develop Wall Boring Log Sheets (60%, 90%, 100%)
 - ii. Wall Detail Summary
 - a. Develop Wall Quantities, Estimates, and Summary Sheets (60%, 90%, 100%)
 - iii. Wall Details
 - a. Develop RW(MSE)(DD) Design Data (90%, 100%)
 - b. Develop Aesthetic Details Sheets (Precast Panels) (90%, 100%)

c. Develop sheet list & identify wall standards

3.8. Bridge Design – Engineer will provide structural design utilizing standard TxDOT beam types and will include attachments for precast aesthetic panels with stone façades with pattern and color to be selected by the city from options provided by the design team.

- Hairy Man Road/Brush Creek Bridges (2 Bridges)
 - i. Bridge Layout
 - a. Develop NB & SB Bridge Layout Sheets (30%, 60%, 90%, 100%)
 - b. Develop NB & SB Typical Section Sheets (30%, 60%, 90%, 100%)
 - c. Develop NB & SB Boring Log Sheets (60%, 90%, 100%)
 - ii. Bridge Detail Summary
 - a. Develop NB & SB Bridge Quantities, Estimates, and Summary Sheets (60%, 90%, 100%)
 - iii. Bridge Structural Details
 - a. Develop NB & SB Abutment Details Sheets (60%, 90%, 100%)
 - b. Develop NB & SB Bent Details Sheets (60%, 90%, 100%)
 - c. Develop NB & SB Framing Plan Sheets (60%, 90%, 100%)
 - d. Develop NB & SB Slab Plan & Sections Sheets (60%, 90%, 100%)
 - e. Develop NB & SB Beam Design Data Sheets (60%, 90%, 100%)
 - f. Develop Aesthetic Details Sheets (Precast Panels) (60%, 90%, 100%)
 - g. Perform structural design of bridge elements
 - h. Develop sheet list & identify bridge standards
- Dry Fork Creek Bridges (2 Bridges)
 - i. Bridge Layout
 - a. Develop NB & SB Bridge Layout Sheets (30%, 60%, 90%, 100%)
 - b. Develop NB & SB Typical Section Sheets (30%, 60%, 90%, 100%)
 - c. Develop NB & SB Boring Log Sheets (60%, 90%, 100%)
 - ii. Bridge Detail Summary
 - a. Develop NB & SB Bridge Quantities, Estimates, and Summary Sheets (60%, 90%, 100%)
 - iii. Bridge Structural Details
 - a. Develop NB & SB Abutment Details Sheets (60%, 90%, 100%)
 - b. Develop NB & SB Bent Details Sheets (60%, 90%, 100%)
 - c. Develop NB & SB Framing Plan Sheets (60%, 90%, 100%)

- d. Develop NB & SB Slab Plan & Sections Sheets (60%, 90%, 100%)
- e. Develop NB & SB Beam Design Data Sheets (60%, 90%, 100%)
- f. Develop Aesthetic Details Sheets (Precast Panels) (60%, 90%, 100%)
- g. Perform structural design of bridge elements
- h. Develop sheet list & identify bridge standards

3.9. Future Water Corridor Planning – Engineer will identify a potential feasible alignment within the corridor to accommodate a future 42" City water main and provide sleeves in the plans below the proposed roadway paving, as deemed appropriate by city utility staff.

3.10. Signal Modifications Design – Engineer to provide design of signal modifications at Creek Bend and Sam Bass Road intersections in accordance with the attached proposal from BGE

- The Engineer shall design plans for the demolition and removal or retrofitting of existing traffic signal hardware. Traffic signal design elements shall include elements identified as necessary including signal poles, mast arms, signal heads, signage, vehicle detection systems, wiring details, conduits, ground boxes, integrated communication, illumination, illuminated signage, and pedestrian crossing elements. Pedestrian design elements shall be in accordance with the Texas Accessibility Standards (TAS) and Public Right-Of-Way Access Guidelines (PROWAG), and shall be activated push buttons, countdowns signal heads, and auditory warnings.
- Design of elements shall be in conformance with the City of Round Rock design guidelines, Texas Manual on Uniform Traffic Control Device (TMUTCD), and TxDOT design guidelines, in that order of preference. Engineer shall identify standards and specifications for all design elements, when applicable. Itemized calculations of quantity of materials and services shall be performed to assist in bidding and letting. From these quantities, the sub-consultant shall calculate an Opinion of Probable Cost.

The Plan Set shall include the following:

- Existing traffic signals (plan), survey to be provided by the Prime
- Existing traffic signals (elevations)
- Demolition of existing elements
- Proposed traffic signals (plan), including:
 - o Poles, mast arms, luminaires
 - o Illuminated street name signs and regulatory signage
 - o Vehicle detection, communication
 - o Conduits, wiring, and ground boxes

- Pedestrian pushbuttons, signal heads, and associated accessibility items
- Proposed traffic signals (elevations)
- Summary of signal wiring
- Traffic Control Plans (traffic signals only)
- Standard details
- Quantity construction cost estimates

Traffic Control Plan, Temporary Signal Design

- Preparation of Traffic Control Plans (TCP) to the extent of installation or alteration of temporary traffic signals. The complexity and design of these temporary signals to meet the complexity as desired by the Client, e.g. temporary illumination, vehicle actuation, etc. Such temporary signal design shall be made in accordance with considerations of constructability and shall naturally flow from the existing conditions, to construction, and to the final permanent condition. A maximum of three (3) sets of temporary traffic signal design phases is anticipated for each intersection
- 3.11. Landscaping – Engineer shall provide tree planting and irrigation plans to provide street trees (approximately 200 trees based on the schematic) and landscaping of the medians (similar to Creek Bend Blvd, east of Wyoming Springs)
 - 3.12. Water Pollution Abatement Plan (WPAP) – Engineer shall provide calculations and design of water quality treatment devices for a WPAP and submit to TCEQ along with application fee
 - 3.13. RAS Review - Accessibility Review by a RAS at 60% and RAS review / TDLR project registration (final inspection is excluded, will be added during construction phase)
 - 3.14. Field Survey – Selective supplemental survey of Hairyman subdivision culvert flowlines and adjacent channel grading downstream of the proposed Wyoming Springs culvert crossing and supplemental survey of the Brushy Creek Regional trail where the proposed trail connection will tie in.
 - 3.15. Screen Fence – coordinate location of screen fence and specifications with city staff for a pre-engineered product such as Ecostrong system. Design of structural supports or foundations are excluded (to be provided by supplier as part of bid price for construction).
 - 3.16. Open House – Conduct and provide project graphics in support of one (1) open house near the project location (or virtually / on-line). Outreach will be to the HOAs affected and mailouts or emails to those citizens who provided contact information at the first public meeting. Consultant will handle the mailouts as well as responses to comments. Consultant will provide four (4)

presentation boards:

- Project purpose, timeline, and cost estimate
- Updated schematic layout with tree preservation/removals shown
- A computer-generated rendering of the cross section of the Brushy Creek Bridge with three (3) aesthetic options (different form liner patterns and/or colors) for comment from citizens and city staff.
- Environmental summary board

3.17. Noise study – Conduct a traffic noise analysis along the proposed, new location, Wyoming Springs Drive roadway project corridor as follows:

- i. Identify noise sensitive adjacent land use development and representative receivers that might be impacted by roadway traffic noise.
- ii. Establish existing conditions noise levels for representative receivers by capturing in the field ambient noise levels at no more than 25 individual sites along the project corridor.
- iii. Determine predicted conditions (20 years after project completion) noise levels for representative receivers by performing computer modeling. The modeling will be accomplished with FHWA-approved Traffic Noise Model (TNM) software program.
- iv. Evaluate abatement benefits for potential concrete traffic noise barriers (6 and 8 feet in height) along the ROW adjacent to representative receivers.
- v. Calculate 66 dB(A) (impact threshold for residential sites) and 71 dB(A) (impact threshold for other types of noise sensitive sites) noise impact contours to inform the Client where future potential noise impacts may occur along the proposed Wyoming Springs Drive.

ASSUMPTIONS

- Client will provide any available traffic data for other segments of Wyoming Springs.
- Client will secure access to the project corridor to capture field noise readings.
- Public involvement or traffic noise workshops are excluded from this scope of work.

Task 4 - Utility Coordination

4.1 Utility conflict analysis – Engineer to review the design elements against the SUE information collected in the schematic phase and provide a utility conflict matrix to track and resolve conflicts either through design revisions or relocation of the conflicting utility

4.2 Utility coordination – Engineer shall participate in city utility coordination meetings and perform the following:

- Develop a contact list of the affected utility owners in the corridor
 - Provide a written project notification letter and corresponding schematic layout to all utility owners in the project corridor
 - Request and obtain as-built utility plans
 - Prepare roll plots indicating researched utility locations (based on existing utility information provided) overlaid on design layouts
 - Contact each utility company to review and confirm their existing facilities are depicted correctly in the schematic
 - Identify existing utility easements and utilities that could be affected by the proposed construction
- 4.3 Franchise utility plan review – Engineer will coordinate with all utilities in the corridor and review relocation plans provided by utilities to ensure conflicts have been resolved and assignments followed.
- 4.4 Reimbursement Agreements – Engineer shall review agreements and reimbursement calculations (four agreements are anticipated and budgeted)

Task 5 – Bid Phase Services

- 4.1 Bid Phase – Engineer to provide bid phase services to the city for advertisement in an electronic format, such as Civcast. Services include:
- Prepare Bid notice for advertisement and publish twice in local paper
 - Attend and present at pre-bid meeting at the city
 - Provide answers to bidder questions and prepare addendums
 - Prepare bid tabulation and recommend award to lowest responsive bidder

EXHIBIT B OVERALL SUMMARY OF DELIVERABLES:

- PCN submittal to USACE and obtain authorization/concurrence
- Schematic update and 60, 90, and 100% PS&E submittals
- CLOMR and submit with fee and obtain FEMA concurrence
- Draft and Final Scour Evaluation (60% and 90% milestone delivery, respectively)
- ROW parcels legal descriptions, sketches, and ROW strip map
- WPAP application submittal with fee and obtain approval from TCEQ
- Utility Conflict Matrix and clearance of all utility conflicts
- TDLR Registration, fee, and compliance with Texas Accessibility Standards

Services Excluded from this Scope of Services:

- Construction Phase Services
- City development permitting
- Design of Franchise utilities
- Preparation/submittal of a Stormwater Pollution Prevention Plan (SWPPP)

- Property appraisals, negotiations or acquisitions
- Letter of Map Revision (LOMR) preparation and submittal to FEMA, which will be scoped with the construction phase services
- Design of noise abatement (screen walls are included per item 3.15)
- Staking of the proposed rights of way or proposed improvements
- Design of storm water detention to reduce the *quantity*/volume runoff (storm water *quality* treatment is included)
- TxDOT permits, review, or approvals (based on FM 3406 being removed from the State system)

The Engineer will perform the services to be provided under this agreement out of Engineer's office(s) as listed below:

Office Location

Halff Associates, Inc.
9500 Amberglen Blvd
Building F, Suite 125
Austin, TX 78729

Sub-Consultants:

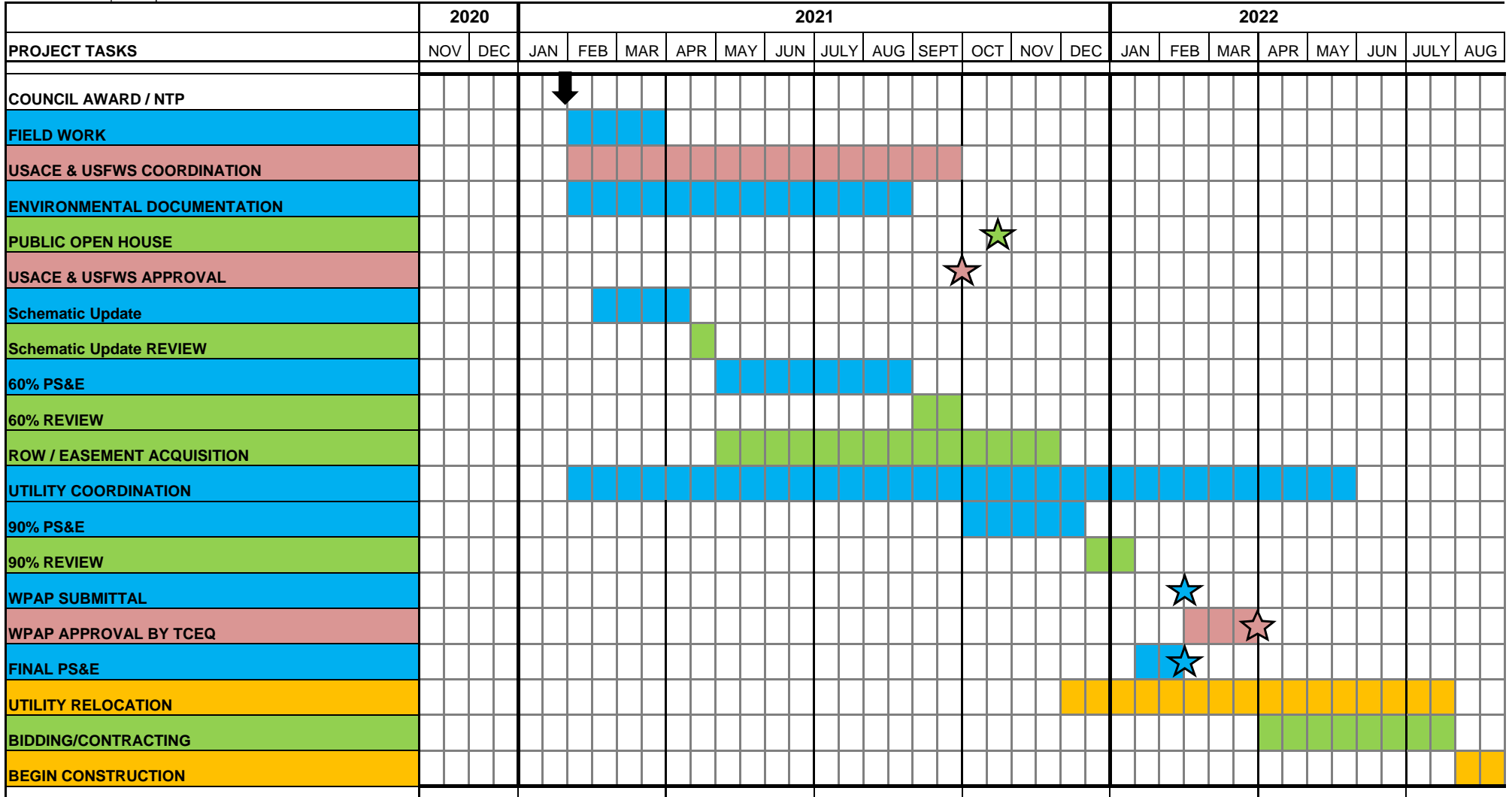
Aguirre & Fields, LP
BGE, Inc.
SWCA

ADDENDUM TO EXHIBIT C
Work Schedule

Attached Behind This Page

WYOMING SPRINGS PROJECT DEVELOPMENT

CITY OF ROUND ROCK
PROJECT: WYOMING SPRINGS EXTENSION
AVO: 36179.002 | Last Updated: 12-3-2020



ADDENDUM TO EXHIBIT D
Fee Schedule

Fees to be billed on a lump sum basis monthly as a percentage of work completed to date.

TASK 1 – Project Administration	\$ 86,140.00
TASK 2 – ROW Parcels Preparation and Environmental Services	\$ 107,960.00
TASK 3 – PS&E	\$1,330,384.00
Task 3.9 – Water Corridor Planning	\$ 19,956.00
Task 3.15 – Screen Fence	\$ 15,942.00
TASK 4 – Utility Coordination	\$ 66,356.00
TASK 5 – Bid Phase Services	\$ 15,108.00
 TOTAL FEE	 \$ 1,641,846.00

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 2

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

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

Half Associates, Inc.
Austin, TX United States

Certificate Number:
2020-701624

Date Filed:
12/28/2020

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

Wyoming Springs Segment 1 SC#1

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
Wyoming Springs Segment 1 Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ratzman , Eric	Austin, TX United States	X	
	Bertram, Shawn	Austin, TX United States	X	
	Zapalac, Russell	Austin, TX United States	X	
	Tanksley , Dan	Richardson, TX United States	X	
	Sagel , Joseph	Richardson, TX United States	X	
	Murray , Menton	McAllen, TX United States	X	
	Moya , Mike	Austin, TX United States	X	
	Miller , Steve	Austin, TX United States	X	
	Llewellyn Sr., Mark	Tallahassee, FL United States	X	
	Jackson , Todd	Richardson, TX United States	X	
	Kunz, Pat	Richardson, TX United States	X	
	Ickert , Andrew	Fort Worth, TX United States	X	
	Edwards, Mark	Richardson, TX United States	X	
	Baker , Jessica	Richardson, TX United States	X	
	Bargainer, PE, Tim	Austin, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Halff Associates, Inc.
Austin, TX United States

Certificate Number:
2020-701624

Date Filed:
12/28/2020

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

Wyoming Springs Segment 1 SC#1

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
Wyoming Springs Segment 1 Project

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 Shawn M Bertram, and my date of birth is [REDACTED].

My address is 9500 Amberglen Blvd, Bldg F, Ste 125, Austin, TX, 78729, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 28 day of December, 20 20.
(month) (year)

Shawn M Bertram

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.8

Title: Consider a resolution authorizing the Mayor to execute a Cooperative Purchasing Agreement with Amazon Services, LLC for the purchase of various goods and services through its online marketplace.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/14/2021

Dept Director: Susan Morgan, CFO

Cost: \$300,000.00

Indexes:

Attachments: Resolution, Exhibit A

Department: Finance Department

Text of Legislative File 2021-007

The purpose of this agreement is to support citywide operations by authorizing the purchase of various items such as published products, small office equipment/supplies, paper materials, medical supplies, and small information technology items.

City employees will use the Amazon Business Public Sector Account to place online orders for supplies and equipment as needed. This account offers centralized business analytics and reporting for spend visibility for administrators and users. The estimated annual spend per year is expected not to exceed \$300,000 citywide and the costs are paid for from the department's operating budget.

The City's contract with Amazon Business will extend through January 18, 2022 and may be extended for three (3) additional two (2) year periods which is dependent on the extension of the Omnia Partners cooperative contract.

RESOLUTION NO. R-2021-007

WHEREAS, the City of Round Rock (“City”) desires to purchase various goods and services through Amazon’s business online marketplace, and

WHEREAS, the City is a member of Omnia Partners, a cooperative purchasing program, and

WHEREAS, Amazon Services, LLC is an approved vendor of Omnia Partners, and

WHEREAS, the City desires to purchase various goods and services from Amazon Services, LLC through Omnia Partners Cooperative Contract No. R-TC-17006, 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 Cooperative Purchasing Agreement with Amazon Services, LLC for the purchase of various goods and services through its online marketplace, 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 14th day of January, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

COOPERATIVE PURCHASING AGREEMENT

THIS COOPERATIVE PURCHASING AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2020 ("Effective Date"), by and between the City of Round Rock, Texas ("City"), and Amazon Services LLC ("Amazon").

WHEREAS, The U.S. Communities Government Purchasing Alliance ("USCGPA") issued a request for proposals for an online marketplace for the purchases of products and services on behalf of Prince William County Public Schools ("PWCS"). The USCGPA posted the solicitation on its website, Onvia/DemandStar, Prince William County Public Schools, and Canadian MERX Public Tenders on September 14, 2016, through October 14, 2016. USCGPA also posted the solicitation in the Oregon Daily Journal of Commerce on September 16, 19, 21, 23, 26, 28, and 30, 2016, in the Hawaii Tribune-Herald on September 17 through September 23, 2016, and in the Gainesville Times and Prince Williams Times on September 21, 2016, all newspapers of general circulation. As the deadlines for proposals was October 14, 2016, the advertisements occurred at least ten days before the proposal due date.

WHEREAS, On January 29, 2017, based on the results of the competitive process, PWCS, the administering agent on behalf of USCGPA, entered into a contract with Amazon Services LLC and entitled "Online Marketplace for the Purchase of Products and Services" identified as Amazon Business Contract No. R-TC-17006 (Attachment A).

AGREEMENT

Scope of Work: Per U.S. Communities and PWCS Contract No. R-TC-17006 (Attachment A).

Incorporation. This Contract shall fully incorporate the agreement (Attachment A) between the PWCS and Amazon Services LLC which the parties agree are true and correct.

Term of Contract: This Contract is effective on the last date that this Contract is signed by City and Amazon for a term extending through January 18, 2022. This Contract may be extended for three (3) additional two (2) year periods at the election of PWCS.

Applicable Law: Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase.

[Signatures on the following page.]

IN WITNESS WHEREOF, this Contract is executed by City and Amazon acting by and through their authorized officers.

CITY OF ROUND ROCK, TEXAS

AMAZON SERVICES LLC

By: _____

By: _____

Date: _____

Date: _____

ATTACHMENT "A"

Amazon Business Contract No. R-TC-17006



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

CONTRACT NUMBER: R-TC-17006

This Contract entered into this 19th day of January 2017 by, Amazon Services, LLC, Amazon Business, 325 9th Avenue N., Seattle, WA 98109, hereinafter referred to as the "Contractor" and Prince William County School Board, P.O. Box 389, Manassas, VA 20108, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

WITNESSETH that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide an On-Line Marketplace for the Purchase of Products and Services in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 2.1. This signed Contract document;
 - 2.2. Memorandum of Negotiations dated January 19, 2017.
3. **CONTRACT TERM AND RENEWAL:**
 - 3.1. The initial term of this contract shall be from the date of award, January 19, 2017 to January 18, 2022, with the option to renew for three (3) additional two (2)-one-year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER:** The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:
 - 4.1. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.



- 4.2. **PROJECT MANAGER:** The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:
5. **TIME OF PERFORMANCE:** In accordance with Contractor's proposal, Section 4.2.2. and 5.3.2.
6. **PRICING:** In accordance with Contractor's proposal, Section 4.2.1.
7. **PAYMENT TERMS:** In accordance with Contractor's proposal, Section 5.3.6.

Prince William County does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:

Prentiss D. Wilson, Jr.
Authorized Signature

Prentiss D. Wilson, Jr.
Type Name

Vice President
Title

Jan 27, 2017
Date

PURCHASING AGENCY:

Jim Totty
Authorized Signature

Jim Totty, CPPO, C.P.M.
Type Name

Supervisor of Purchasing
Title

1-31-17
Date





Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

MEMORANDUM OF NEGOTIATIONS

R-TC-17006

Dated: January 19, 2017

Prince William County Schools (hereinafter called PWCS) and Amazon Services, LLC (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-TC-17006 for On-Line Marketplace for the Purchases of Products and Services. The final Contract contains the following documents listed in the order of precedence:

- a. Contractor's proposal dated October 14, 2016;
 - b. Contractor's response to Clarification Questions dated October 31, 2016, attached;
 - c. PWCS's Request for Proposal, R-TC-17006 and all Addendum #1;
 - d. Contractor's Business Accounts Terms and Conditions (currently available at <https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180>), attached;
 - e. PWCS's General Terms and Conditions, Section 11 (RFP – Revised 12/16/16), attached;
 - f. This Memorandum of Negotiations;
 - g. Any subsequent modifications to the Contract.
1. The contract term shall remain as originally issued in the RFP, as follows:
 - 9.1. The initial term of this contract shall be five years (5) from the date of award to **December 30, 2021**, with the option to renew for three-two (2) year periods, upon mutual written consent of the parties to the contract.
 2. Amazon Whispercast is not being offered upon award but will remain in scope for future offerings by the Contractor. In addition, all new Amazon business opportunities may be modified to the Contract by mutual agreement between the Contractor and PWCS.



3. The following provision is added to PWCS Special Terms and Conditions:

10.7 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE:

As permitted under the rule published at 80 FR 54407, Prince William County Schools is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits). This provision shall constitute the documentation of this decision as required, and shall be deemed incorporated into our internal procurement policies.

4. Contractor's response to Clarification Questions dated October 31, 2016, Question #1: The State of Iowa is hereby removed as an excluded state and allowed use of the Master Agreement award.

ACCEPTED BY:

Robert D. Wilson
Contractor Authorized Signature

Jan 27, 2017
Date

Vice President
Title

Jim Totty
Jim Totty, C.P.M., CPPO
Supervisor of Purchasing

1/31/17
Date



ATTACHMENT "B"

Chapter 2270 Verification

HB89/CHAPTER 2270 VERIFICATION

I, Anne Rung, the undersigned representative of
(PRINT NAME)

Amazon Business
(COMPANY)

do hereby verify, to the best my knowledge, that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 that are consistent with United States federal antiboycott laws:

- Does not boycott Israel currently.¹

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

DocuSigned by:

Anne Rung

58F45CAAB54E4C6

SIGNATURE OF COMPANY REPRESENTATIVE

August 14, 2019

DATE

Director

TITLE

¹ See Section 8 of the Export Administration Act of 1979, as amended, 50 U.S.C. app. §§ 2401 – 2420 (2000), International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-1707 (2000); "Ribicoff Amendment" to the Tax Reform Act of 1976, adding § 999 to the Internal Revenue Code.



City of Round Rock

Agenda Item Summary

Agenda Number: G.9

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Unifirst Corporation for the purchase of uniforms and related services.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/14/2021

Dept Director: Susan Morgan, CFO

Cost: \$575,000.00

Indexes:

Attachments: Resolution, Exhibit A, Form 1295

Department: Finance Department

Text of Legislative File 2021-008

Employee uniforms are provided for professional representation and to ensure a consistent appropriate image to the public. To ensure cost savings to the City, the Purchasing Department is utilizing the Sourcewell Cooperative bidding procedures to award to Unifirst Corporation. Unifirst has been providing the City with uniform rental and cleaning services since 2008. After reviewing the current services, options and pricing, staff recommends the City continue with Unifirst for the term of this contract which will expire in May 2024.

This contract covers uniforms for approximately 171 of the City's field and service staff. Public Safety uniforms are covered under a separate vendor agreement.

The City currently spends about \$130,000 per year on uniform services Citywide. The costs are paid from the respective department's operating budget.

Cost: Not to exceed \$575,000.00 over 4 year contract

Funding Source: Various department budgets

RESOLUTION NO. R-2021-008

WHEREAS, the City of Round Rock (“City”) desires to purchase uniforms and related products/services, and

WHEREAS, the City is a member of Sourcewell Cooperative, a cooperative purchasing program, and

WHEREAS, Unifirst Corporation is an approved vendor of the Sourcewell Cooperative, and

WHEREAS, the City desires to purchase certain goods and services from Unifirst Corporation through Sourcewell Cooperative Contract No. 040920-UFC, 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 Uniforms and Related Products/Services with Unifirst Corporation, 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 14th day of January, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF UNIFORMS AND
RELATED PRODUCTS/SERVICES
WITH
UNIFIRST CORPORATION**

THE STATE OF TEXAS

CITY OF ROUND ROCK

**COUNTY OF WILLIAMSON
COUNTY OF TRAVIS**

§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

This Agreement for provision of uniforms and related products/services, referred to herein as the "Agreement," is made and entered into on this the ____ day of the month of _____, 2020, by and between the **CITY OF ROUND ROCK, TEXAS**, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as "City," and **UNIFIRST CORPORATION**, whose offices are located at 68 Jonspin Road, Wilmington, Maryland 01860, referred to herein as "Vendor."

RECITALS:

WHEREAS, City desires to contract for the purchase of uniforms and related products/services, and City desires to purchase same from Vendor; and

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

WHEREAS, the City desires to purchase certain goods and services from Vendor through Sourcewell Cooperative Contract 040920-UFC 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:

1.01 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 sell same.

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

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

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

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

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

G. **Vendor** means Unifirst Corporation, its successors or assigns.

2.01 EFFECTIVE DATE AND TERM

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

B. The term of this Agreement shall be from the effective date hereof until May 22, 2024.

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

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

4.01 ITEMS

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 in Section 11.01 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 **Five Hundred Seventy-Five Thousand and No/100 Dollars (\$575,000.00)** for the term of this Agreement.

6.01 INVOICES

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

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, 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 if:

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

B. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

9.01 GRATUITIES AND BRIBES

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

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 SUPPLEMENTAL AGREEMENT

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

12.01 ORDERS PLACED WITH ALTERNATE VENDORS

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

13.01 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.

14.01 CITY'S REPRESENTATIVE

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

Allen Reich
Purchaser
City of Round Rock
221 E. Main Street
Round Rock, Texas 78664
(512) 218-6682

15.01 RIGHT TO ASSURANCE

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

16.01 DEFAULT

If Vendor abandons or defaults hereunder and is a cause of City purchasing the specified services elsewhere, Vendor agrees that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed. Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations hereunder;

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

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

17.01 TERMINATION AND SUSPENSION

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

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

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

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

18.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions,

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

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

20.01 ASSIGNMENT AND DELEGATION

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

21.01 NOTICES

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

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

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

Notice to Vendor:

Unifirst Corporation
68 Jonspin Road
Wilmington, MA 01860

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

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

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and 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 City and Vendor. 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 such void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions hereof shall not prevent this entire Agreement from being void should a provision that is of the essence of this Agreement be determined to be void.

26.01 MISCELLANEOUS PROVISIONS

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

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

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

Unifirst Corporation

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

By: Shawn Guth
Printed Name: Shawn Guth
Title: Route Service Manager
Date Signed: 11-25-20

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Exhibit "A"

**City of Round Rock, Texas
Price Sheet
Unifirst Corporation
Sourcewell Contract**

The City of Round Rock would like to enter into a contract with Unifirst Corporation per the terms of Sourcewell Contract # 040920-UFC. The City intends to rent uniforms and other items from this contract in an amount not to exceed \$575,000 for the duration of the contract.

Contract Term: Effective from date of execution and will expire on 5/22/2024, per the terms of Sourcewell Contract No.040920-UFC.

Item #	Us Contract Item-Description	UniFirst Item #	Weekly Rental Rate Per Unit	Lost/Damage Charge
	BLEND GARMENTS			
	Woven Shirts			
1	Long Sleeve Work Shirt, 4.75 oz. 65/35 Poly/Cotton Blend.	0102	\$0.16	\$13.70
2	Short Sleeve Work Shirt, 4.75 oz. 65/35 Poly/Cotton Blend.	0202	\$0.14	\$11.68
3	Long Sleeve MIMIX Ripstop Work Shirt with Color-Matched Stretch Mesh Panels on Back, 4.25 oz. 65/35 Poly/Cotton Blend.	08MX	\$0.45	\$27.47
4	Short Sleeve MIMIX Ripstop Work Shirt with Color-Matched Stretch Mesh Panels on Back, 4.25 oz. 65/35 Poly/Cotton Blend.	06MX	\$0.41	\$24.65
5	Women's Long Sleeve MIMIX Ripstop Work Shirt with Color-Matched Stretch Mesh Panels on Back, 4.25 oz. 65/35 Poly/Cotton Blend.	05MW	\$0.45	\$27.03
6	Women's Short Sleeve MIMIX Ripstop Work Shirt with Color-Matched Stretch Mesh Panels on Back, 4.25 oz. 65/35 Poly/Cotton Blend.	05MX	\$0.40	\$24.36
7	Long Sleeve OilBlok Ripstop Shirt, 65/35 Poly/Cotton Blend.	010B	\$0.51	\$30.68
8	Short Sleeve OilBlok Ripstop Shirt, 65/35 Poly/Cotton Blend.	020B	\$0.47	\$28.53
9	Women's Long Sleeve OilBlok Ripstop Shirt, 65/35 Poly/Cotton Blend.	050B	\$0.50	\$30.44
10	Women's Short Sleeve OilBlok Ripstop Shirt, 65/35 Poly/Cotton Blend.	050C	\$0.46	\$27.99
11	Women's Long Sleeve Work Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0335	\$0.18	\$15.39
12	Women's Short Sleeve Work Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0436	\$0.15	\$12.57
13	Women's 3/4 Sleeve Work Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	05AH	\$0.23	\$20.10
14	Micro Check Long Sleeve Shirt, 4 oz. 65/35 Poly/Cotton Blend.	03UM	\$0.22	\$18.98
15	Micro Check Short Sleeve Shirt, 4 oz. 65/35 Poly/Cotton Blend.	04UM	\$0.19	\$16.23
16	Micro Check Short Sleeve Shirt-Jac, 4 oz. 65/35 Poly/Cotton Blend.	15UM	\$0.24	\$21.09
17	Thin Stripe Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0314	\$0.23	\$19.48
18	Thin Stripe Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0414	\$0.18	\$15.65
19	Thin Stripe Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend. CH/WH Stripe.	0137	\$0.24	\$20.90
20	Thin Stripe Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend. CH/WH Stripe	0237	\$0.22	\$19.24
21	Breeze Weave Striped Long Sleeve Shirt, 3.85 oz. 65/35 Poly/Cotton Blend.	0172	\$0.21	\$18.29
22	Breeze Weave Striped Short Sleeve Shirt, 3.85 oz. 65/35 Poly/Cotton Blend.	0405	\$0.18	\$15.61
23	UniWeave Service Stripe Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0348	\$0.20	\$17.20
24	UniWeave Service Stripe Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0448	\$0.18	\$15.86
25	UniWeave Stripe Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0123	\$0.20	\$16.93
26	UniWeave Stripe Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0223	\$0.17	\$14.71
27	Contrast Stripe Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0171	\$0.24	\$20.95
28	Contrast Stripe Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0276	\$0.18	\$15.92
29	Bold Stripe Long Sleeve Shirt w/Navy Body, 4.25 oz. 65/35 Poly/Cotton Blend.	0373	\$0.21	\$18.52
30	Bold Stripe Short Sleeve Shirt w/Navy Body, 4.25 oz. 65/35 Poly/Cotton Blend.	0482	\$0.19	\$16.79
31	Striped Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0138	\$0.19	\$16.68
32	Striped Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0238	\$0.16	\$14.14

Exhibit "A"

	US Contract Item - Description	US Contract Item - Description	Weekly Rental Rate Per Unit	Lost / Damage Charge
33	Long Sleeve Solid Ripstop Shirt, 4.25oz. 65/35 Poly/Cotton Blend.	01MB	\$0.27	\$23.05
34	Short Sleeve Solid Ripstop Shirt, 4.25oz. 65/35 Poly/Cotton Blend.	02MB	\$0.24	\$20.72
35	Heathered Long Sleeve Shirt, 65/35 Poly/Cotton Blend.	0381	\$0.24	\$20.74
36	Heathered Short Sleeve Shirt, 65/35 Poly/Cotton Blend.	0481	\$0.21	\$18.08
37	Long Sleeve Oxford Shirt, 60/40 Cotton/Poly Blend.	0111	\$0.20	\$17.54
38	Short Sleeve Oxford Shirt, 60/40 Cotton/Poly Blend.	0211	\$0.19	\$16.05
39	Women's Long Sleeve Oxford Shirt, 60/40 Cotton/Poly Blend.	0112	\$0.21	\$18.17
40	Women's Short Sleeve Oxford Shirt, 60/40 Cotton/Poly Blend.	0422	\$0.21	\$17.84
41	Long Sleeve Canvas Weave, 60/40 Cotton/Poly Blend.	08WW	\$0.32	\$27.55
42	Short Sleeve Canvas Weave, 60/40 Cotton/Poly Blend.	07WW	\$0.30	\$25.72
43	Long Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend.	0820	\$0.24	\$20.77
44	Short Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend.	0636	\$0.23	\$19.77
45	Women's Long Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend.	0960	\$0.23	\$19.71
46	Women's Short Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend.	4248	\$0.22	\$18.71
47	Security Shirt Long Sleeve, Epaulets, Military Creases 4.25oz. 65/35 Poly/Cotton Blend.	0167	\$0.31	\$26.67
48	Security Shirt Short Sleeve, Epaulets, Military Creases 4.25oz. 65/35 Poly/Cotton Blend.	0607	\$0.27	\$23.30
Pants & Shorts				
49	Flat Front Pant, 7.75 oz. 65/35 Poly/Cotton Blend.	1002	\$0.22	\$19.25
50	MIMIX Utility Pant with Color-Matched Stretch Panels, 7.5 oz 65/35 Poly/Cotton Blend.	10MX	\$0.50	\$30.18
51	Women's MIMIX Utility Pant with Color-Matched Stretch Panels, 7.5 oz 65/35 Poly/Cotton Blend.	11MX	\$0.52	\$31.75
52	Flex waist Pant, 8 oz. 65/35 Poly/Cotton Blend.	1138	\$0.22	\$19.25
53	Pleated Pant, 7.75 oz. 65/35 Poly/Cotton Blend.	1122	\$0.24	\$21.11
54	Cargo Pant, 8 oz. 65/35 Poly/Cotton Blend.	10AI	\$0.28	\$24.60
55	Jean Style Pant, 7.75 oz. 65/35 Poly/Cotton Blend.	1060	\$0.24	\$20.59
56	Cargo Pant, Canvas Weave 60/40 Cotton/Poly Blend.	11WW	\$0.36	\$31.39
57	Flat Front Short, 7.5 oz. 65/35 Poly/Cotton Blend.	1034	\$0.17	\$15.05
58	Pleated Short, 65/35 Poly/Cotton Blend.	1129	\$0.20	\$17.68
59	Cargo Short, 65/35 Poly/Cotton Blend.	1271	\$0.25	\$21.20
60	Cell Phone Short, 7.75 oz. 65/35 Poly/Cotton Blend.	12KB	\$0.23	\$19.50
61	Women's Flat Front Flex waist Pant, 7.5 oz. 65/35 Poly/Cotton Blend.	1167	\$0.22	\$18.74
62	Women's Flat Front Work-N-Motion Pant, 7.75 oz. 75/25 Poly/Cotton Blend.	12AG	\$0.28	\$24.39
63	Women's Pleated Pant, 7.5 oz. 65/35 Poly/Cotton Blend.	1113	\$0.34	\$29.09
64	Women's Cargo Pant, 7.5 oz. 65/35 Poly/Cotton Blend.	10A4	\$0.33	\$28.73
65	Women's Elastic Back Pant, 8 oz. 65/35 Poly/Cotton Blend.	1043	\$0.23	\$19.97
66	Women's Flat Front Short, 65/35 Poly/Cotton Blend. ***Non-Standard Merchandise.	1140	\$0.26	\$22.89
67	Women's Pleated Short, 65/35 Poly/Cotton Blend.	1125	\$0.29	\$25.28
68	Women's Cargo Short, 65/35 Poly/Cotton Blend.	10A9	\$0.28	\$24.64
Jackets, Shop Coat, Coveralls,				
69	Insulated Vest, 65/35 Poly/Cotton Blend.	1640	\$0.35	\$30.36
70	Permalined Jacket, 7.5 oz 65/35 Poly/Cotton Blend.	1506	\$0.41	\$35.12
71	Ike Jacket, 65/35 Poly/Cotton Blend. (opt. zip-in zip-out liner 1721).	1507	\$0.35	\$30.12
72	Permalined Team Jacket, 65/35 Poly/Cotton Blend.	1550	\$0.42	\$36.57
73	Coaches Jacket, 65/35 Poly/Cotton Blend. (opt. zip-in zip-out liner 1721).	1540	\$0.36	\$31.19
74	Duo Tone Team Jacket, 65/35 Poly/Cotton Blend.	1581	\$0.49	\$42.10
75	Permalined Hip Jacket, 65/35 Poly/Cotton Blend.	1527	\$0.44	\$37.64
76	Zip-In Liner, 100% Polyester.	1721	\$0.22	\$18.67
77	Shop Coat with 2 Chest Pockets & 2 Lower Pockets, Concealed Snap Front, 7.5 oz. 65/35 Poly/Cotton	2525	\$0.33	\$28.29
78	Long Sleeve Coverall, 7.5 oz. 65/35 Poly/Cotton Blend.	3002	\$0.35	\$29.93

Exhibit "A"

	US Contract Item - Description	US Contract Item - Description	Weekly Rental Rate Per Unit	Lost / Damage Charge
79	Short Sleeve Speed Suit, 65/35 Poly/Cotton Blend.	4022	\$0.38	\$32.78
80	Deluxe Insulated Coverall.	3045	\$0.95	\$81.92
81	Deluxe Insulated Bib-Overall.	3528	\$0.74	\$63.80
	POLYESTER GARMENTS			
82	Polo Pocketless 3.8 oz Sport-Wick Moisture Management Polyester Tricot.	04MM	\$0.14	\$16.59
83	Women's Polo Pocketless 3.8 oz Sport-Wick Moisture Management Polyester Tricot.	05MM	\$0.15	\$15.81
84	Polo w/Pockets 3.8 oz Sport-Wick Moisture Management Polyester Tricot.	04MR	\$0.18	\$22.37
85	Polo Pocketless 5.4 oz 100% Post Consumer recycled Polyester.	047A	\$0.10	\$13.03
86	Women's Polo Pocketless 5.4 oz 100% Post Consumer recycled Polyester.	057A	\$0.14	\$17.13
87	Short Sleeve T-Shirt w/Pocket Moisture Management 100% Spun Poly.	4277	\$0.10	\$12.22
88	Long Sleeve T-Shirt w/Pocket Moisture Management 100% Spun Poly.	0871	\$0.12	\$15.06
89	Security Pant Flat Front, 10 oz Polyester.	1088	\$0.18	\$22.77
	COTTON GARMENTS			
90	Long Sleeve Shirt, 6 oz. 100% Cotton.	0101	\$0.23	\$18.82
91	Short Sleeve Shirt, 6 oz. 100% Cotton.	0201	\$0.20	\$17.01
92	Long Sleeve, Snap Front Shirt Heavyweight 8 oz. 100% Cotton Denim.	0178	\$0.23	\$19.32
93	Long Sleeve Open Collar Shirt, 7 oz. 100% Cotton Denim.	0361	\$0.20	\$16.77
94	Short Sleeve Open Collar Shirt, 7 oz. 100% Cotton Denim.	0455	\$0.18	\$14.88
95	Long Sleeve Button Down Collar Shirt, 7 oz. 100% Cotton Denim.	0850	\$0.20	\$16.32
96	Short Sleeve Button Down Collar Shirt, 7 oz. 100% Cotton Denim.	2205	\$0.17	\$14.51
97	Flat Front Pant, 8.25 oz. 100% Cotton.	1001	\$0.28	\$23.32
98	Pleated Front Pant, 100% Cotton	1148	\$0.41	\$34.27
99	UnlFirst Classic Fit Jean, 13.75 oz. 100% Cotton Denim.	1091	\$0.25	\$20.40
100	UnlFirst Relaxed Fit Jean, 13.75 oz. 100% Cotton Denim.	10HD	\$0.29	\$24.13
101	Wrangler Regular Fit Jean, 15 oz. 100% Cotton Denim.	1150	\$0.33	\$27.56
102	Wrangler Relaxed Fit Jean, 14.5 oz. 100% Cotton Denim.	1144	\$0.34	\$27.93
103	Wrangler Cowboy Cut Jean, 14.5 oz. 100% Cotton Denim.	1118	\$0.38	\$31.37
104	Dickies Carpenter Jeans, 100% Cotton Denim.	12CH	\$0.25	\$20.64
105	Dickies Carpenter Shorts, 100% Cotton Denim.	128U	\$0.25	\$20.80
106	Wrangle Women's Jean, 100% Cotton Denim.	1092	\$0.34	\$28.15
107	Women's Pleated Pant, 100% Cotton.	1146	\$0.42	\$34.81
108	Duck Jacket, 12 oz. 100% Washed Cotton.	188W	\$0.65	\$53.67
109	LS Coverall, 8.75 oz. 100% Cotton.	3001	\$0.43	\$35.83
	FR GARMENTS			
	100% Cotton FR			
110	Prewashed Relaxed Fit Denim Jean, Armorex Indura 14 oz. FR Cotton. HRC-2, ATPV-20.7	11KG	\$0.59	\$51.00
111	Wrangler Relaxed Fit FR Jean, HRC-2, ATPV 23.7	10FB	\$0.77	\$66.35
112	Wrangler Carpenter FR Jean, HRC-2, ATPV 23.7	10FC	\$0.75	\$64.64
	88/12 Cotton/Nylon Flame Resistant Blend			
113	Long Sleeve Shirt, Armorex 7 oz. UltraSoft. HRC-2, ATPV- 8.7	09FR	\$0.36	\$46.54
114	Pant, Armorex 9 oz. UltraSoft. HRC-2, ATPV-12.4	10FR	\$0.39	\$50.36
115	Coverall, Armorex 9 oz. UltraSoft. HRC-2, ATPV-12.4	30FR	\$0.66	\$85.64
116	Enhanced Vis FR Blend Coverall w/Yllw/Slvr 3M Scotchlite Reflective FR Striping on upper back, under pockets, and around biceps, 7 oz. 88/12 Excel Comfortouch. HRC-2, ATPV 8.6	30RX	\$1.13	\$146.67
117	SS Tee Shirt, 6 oz 88/12 Cotton/Nylon Blend FR Fabric. HRC-2, ATPV-10.9	02US	\$0.45	\$58.65
	***Non-Standard Merchandise.			
	TecaSafe			

Exhibit "A"

118	Long Sleeve Shirt w/Snap Front, 7 oz. Armorex Tecasafe Plus FR. HRC-2, ATPV-10.1 Navy, ATPV-9.0 Lt. Blue & Khaki	09AU	\$0.32	\$58.34
	US Contract Item - Description	US Contract Item - Description	Weekly Rental Rate Per Unit	Lost / Damage Charge
119	Long Sleeve Shirt, 7 oz. Armorex Tecasafe Plus FR. HRC-2, ATPV-10.1 Navy, ATPV-9.0 Lt. Blue & Khaki	09TC	\$0.39	\$69.87
120	Pant, 8.5 oz. Armorex Tecasafe Plus FR. HRC-2, ATPV-10.2	10TS	\$0.44	\$79.03
121	Coverall, 7 oz. Armorex Tecasafe Plus FR. HRC-2, ATPV-10.1 Navy, ATPV-9.0 Khaki	30TS	\$0.69	\$123.69
	Nomex			
122	Long Sleeve Shirt, 4.5 oz. Armorex Nomex CXP. HRC-1, ATPV-5.1	01NX	\$0.45	\$89.54
123	Pant, 6 oz. Armorex Nomex. HRC-1, ATPV-5.8	10NX	\$0.47	\$94.31
124	Coverall, 6 oz. Armorex Nomex CXP. HRC-1, ATPV 6.5	30NX	\$0.83	\$166.98
	ENHANCED VISIBILITY GARMENTS			
125	Enhanced Visibility Long Sleeve Shirt, 4.25 oz 65/35 Poly/Cotton Blend, w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves.	013C	\$0.32	\$29.91
126	Enhanced Visibility Short Sleeve Shirt, 4.25 oz 65/35 Poly/Cotton Blend, w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves.	023C	\$0.28	\$26.09
127	Enhanced Visibility Pant, 65/35 Poly/Cotton Blend, w/Yellow 3M Scotchlite Reflecting Striping on Legs.	123C	\$0.32	\$29.83
128	Enhanced Visibility Jacket, 65/35 Poly/Cotton Blend, w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. (optional liner 1721)	15EH	\$0.43	\$39.83
129	Enhanced Visibility Coverall, 65/35 Poly/Cotton Blend, w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. (Navy)	30RR	\$0.77	\$71.67
130	Enhanced Visibility Long Sleeve Shirt, 65/35 Poly/Cotton Blend, w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves.	013B	\$0.31	\$28.49
131	Enhanced Visibility Short Sleeve Shirt, 65/35 Poly/Cotton Blend, w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves.	023B	\$0.28	\$26.09
132	Enhanced Visibility Pant, 65/35 Poly/Cotton Blend, w/Orange 3M Scotchlite Reflecting Striping on Legs.	123B	\$0.32	\$29.83
133	Enhanced Visibility Jacket, 65/35 Poly/Cotton Blend, w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. (optional liner 1721)	15EI	\$0.43	\$39.84
134	Enhanced Visibility Coverall, 65/35 Poly/Cotton Blend, w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. ***Non-Standard Merchandise.	30RQ	\$0.78	\$72.57
	HI-VIS GARMENTS			
135	Hi-Vis Long Sleeve Shirt, 5.5 oz 65/35 Poly/Cotton Fluorescent Lime-Yellow with 1 1/2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves.	09AH	\$0.60	\$52.18
136	Hi-Vis Short Sleeve Shirt, 5.5 oz 65/35 Poly/Cotton Fluorescent Lime-Yellow with 1 1/2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves.	06AH	\$0.52	\$44.84
137	Hi-Vis Long Sleeve Shirt, 65/35 Poly/Cotton Fluorescent Lime-Yellow with 2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves.	09DH	\$0.78	\$67.42
138	Hi-Vis Short Sleeve Shirt, 65/35 Poly/Cotton Fluorescent Lime-Yellow with 2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves.	06DH	\$0.62	\$53.80
139	Hi-Vis Long Sleeve Ripstop Work Shirt, 4.25 oz 65/35 Poly/Cotton, Navy/Yellow Color-black with YSY Reflective Striping on Front, Back, and Sleeves.	03TO	\$0.49	\$42.68
140	Hi-Vis Short Sleeve Ripstop Work Shirt, 4.25 oz 65/35 Poly/Cotton, Navy/Yellow Color-black with YSY Reflective Striping on Front, Back, and Sleeves.	04TO	\$0.46	\$40.20
141	Hi-Vis Short Sleeve Tee-Shirt, 5.75 oz 100% Fluorescent Lime-Yellow or Orange Polyester with 3M Scotchlite Reflective Striping on Front and Back.	02HY	\$0.19	\$25.17

Exhibit "A"

142	Hi-Vis Short Sleeve Tee-Shirt, 100% Fluorescent Lime-Yellow or Orange Polyester with 3M Scotchlite Reflective Segmented Striping on Front and Back. ***Non-Standard Merchandise.	02IY	\$0.25	\$32.68
	US Contract Item - Description	US Contract Item - Description	Weekly Rental Rate Per Unit	Lost / Damage Charge
143	Hi-Vis Jacket, 100% Fluorescent Lime-Yellow Polyester with 2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves. (optional liner 1727)	15EG	\$0.73	\$95.19
144	Optional Zip in/out Liner for Style 15EG.	1727	\$0.24	\$20.97

US Facility Services Pricing (Rental Service Frequency & Billing) (Tier 1 <\$2k)

Item #+A1	US Contract Item - Description	Unit/First Item #	Min Bill %	ARC %	Weekly	Every Other Week	Every Fourth Week	Loss / Damage
	MATS							
1	Great Impression 2.0 Dust Mat 3x5	76GA	50%	NA	\$1.20	\$1.80	\$2.10	\$68.78
2	Great Impression 2.0 Dust Mat 4x6	76GB	50%	NA	\$1.92	\$2.88	\$3.36	\$105.41
3	Great Impression 2.0 Dust Mat 3x10	76GC	50%	NA	\$2.40	\$3.60	\$4.20	\$139.20
4	Great Impression 2.0 Dust Mat 4x8	76GD	50%	NA	\$2.56	\$3.84	\$4.48	\$142.70
5	Great Impression 2.0 HD 90ml Dust Control Mat 3x5	76GF	50%	NA	\$1.35	\$2.03	\$2.36	\$81.65
6	Great Impression 2.0 HD 90ml Dust Control Mat 4x6	76GG	50%	NA	\$2.16	\$3.24	\$3.78	\$125.57
7	Great Impression 2.0 HD 90 ml Dust Control Mat 3x10	76GH	50%	NA	\$2.70	\$4.05	\$4.73	\$166.78
8	Great Impression 2.0 HD 90 ml Dust Control Mat 4x8	76GI	50%	NA	\$2.88	\$4.32	\$5.04	\$170.71
9	Classic Impression Mats 3x5	7801	50%	NA	\$1.50	\$2.25	\$2.63	\$92.71
10	Classic Impression Mats 4x6	7802	50%	NA	\$2.40	\$3.60	\$4.20	\$148.56
11	Comfort First Mat 2x3	7752	50%	NA	\$0.48	\$0.72	\$0.84	\$95.26
12	Comfort First Mat 3x5	7751	50%	NA	\$1.20	\$1.80	\$2.10	\$155.95
13	Comfort First Mat 4x6	7753	50%	NA	\$1.92	\$2.88	\$3.36	\$238.44
14	Comfort First Mat 3x10	7754	50%	NA	\$2.40	\$3.60	\$4.20	\$291.26
15	Comfort Plus, Antimicrobial, Flow- Thru Wet Mat 2x3	76AF	50%	NA	\$0.48	\$0.72	\$0.84	\$53.16
16	Comfort Plus, Antimicrobial, Flow- Thru Wet Mat 3x5	76AT	50%	NA	\$1.20	\$1.80	\$2.10	\$122.06
17	Comfort Plus, Antimicrobial, Flow- Thru Wet Mat 3x9	76AH	50%	NA	\$2.16	\$3.24	\$3.78	\$233.52
18	Scraper Mat 2x3	5390	50%	NA	\$0.48	\$0.72	\$0.84	\$59.33
19	Scraper Mat 3x5	5388	50%	NA	\$1.20	\$1.80	\$2.10	\$103.22
20	Scraper Mat 4x6	5389	50%	NA	\$1.92	\$2.88	\$3.36	\$165.46
21	Scraper Mat 3x10	5391	50%	NA	\$2.40	\$3.60	\$4.20	\$160.49
22	Custom Logo Mat 3x5 ***Non- Standard Merchandise.	UL03/UL46	50%	NA	\$1.95	\$2.93	\$3.41	\$136.30
23	Custom Logo Mat 4x6 ***Non- Standard Merchandise.	UL16/UL59	50%	NA	\$3.12	\$4.68	\$5.46	\$199.51
24	Custom Logo Mat 3x10 ***Non- Standard Merchandise.	UL07/UL50	50%	NA	\$3.90	\$5.85	\$6.83	\$254.35
25	Custom Logo Mat 4x8 ***Non- Standard Merchandise.	UL18/UL61	50%	NA	\$4.16	\$6.24	\$7.28	\$293.06
26	Quality Mat 3x5 - 3 Images	UM11	50%	NA	\$1.35	\$2.03	\$2.36	\$92.71
27	Safety Mat 3x5 English - 6 Images	UM28	50%	NA	\$1.35	\$2.03	\$2.36	\$92.71
28	Welcome Message Mat 3x5	UM32	50%	NA	\$1.35	\$2.03	\$2.36	\$92.71
29	Welcome Message Mat 4x6	UM33	50%	NA	\$2.16	\$3.24	\$3.78	\$148.56
30	Coffee Message Mat 3x5 - 2 Images	7827	50%	NA	\$1.35	\$2.03	\$2.36	\$92.71
31	Deli Message Mat 3x10	UM01	50%	NA	\$3.30	\$4.95	\$5.78	\$212.16
32	Seafood Message Mat 3x10	UM02	50%	NA	\$3.30	\$4.95	\$5.78	\$212.16
33	Dairy Message Mat 3x10	UM03	50%	NA	\$3.30	\$4.95	\$5.78	\$212.16
34	Produce Message Mat 3x10	UM04	50%	NA	\$3.30	\$4.95	\$5.78	\$212.16
35	Pharmacy Message Mat 3x10	UM05	50%	NA	\$3.30	\$4.95	\$5.78	\$212.16
36	Meats Message Mat 3x10	UM06	50%	NA	\$3.30	\$4.95	\$5.78	\$212.16

Exhibit "A"

37	Floral Message Mat 3x10	UM07	50%	NA	\$3.30	\$4.95	\$5.78	\$212.16
38	Bakery Message Mat 3x10	UM08	50%	NA	\$3.30	\$4.95	\$5.78	\$212.16
Item #	US Contract Item - Description	Unit First Item #	Min Bill %	ARC %	Weekly	Every Other Week	Every Fourth Week	Loss / Damage
	MOPS							
39	Wet Mop Large 24 oz.	8116	50%	NA	\$0.48	\$0.72	\$0.89	\$11.59
40	Wet Mop Small 12 oz.	8117	50%	NA	\$0.24	\$0.36	\$0.44	\$8.35
41	Wet Mop X-Large 28 oz.	8118	50%	NA	\$0.56	\$0.84	\$1.04	\$13.08
42	Wet Mop Handle	8165	100%	NA	\$0.00	\$0.00	\$0.00	\$13.56
43	Dust Mop 18"	8318	50%	NA	\$0.27	\$0.41	\$0.50	\$12.14
44	Dust Mop 24"	8324	50%	NA	\$0.36	\$0.54	\$0.67	\$13.58
45	Dust Mop 36"	8336	50%	NA	\$0.54	\$0.81	\$1.00	\$17.42
46	Dust Mop 48"	8348	50%	NA	\$0.72	\$1.08	\$1.33	\$20.90
47	Dust Mop 60"	8360	50%	NA	\$0.90	\$1.35	\$1.67	\$24.26
48	Dust Mop Frame 12"	8135	100%	NA	\$0.00	\$0.00	\$0.00	\$9.36
49	Dust Mop Frame 18"	8134	100%	NA	\$0.00	\$0.00	\$0.00	\$9.74
50	Dust Mop Frame 20"	8136	100%	NA	\$0.00	\$0.00	\$0.00	\$9.84
51	Dust Mop Frame 24"	8132	100%	NA	\$0.00	\$0.00	\$0.00	\$11.54
52	Dust Mop Frame 30"	8138	100%	NA	\$0.00	\$0.00	\$0.00	\$14.76
53	Dust Mop Frame 36"	8133	100%	NA	\$0.00	\$0.00	\$0.00	\$14.90
54	Dust Mop Frame 42"	8137	100%	NA	\$0.00	\$0.00	\$0.00	\$16.85
55	Dust Mop Frame 48"	8138	100%	NA	\$0.00	\$0.00	\$0.00	\$17.02
56	Dust Mop Frame 60"	8139	100%	NA	\$0.00	\$0.00	\$0.00	\$24.41
57	Dust Mop Handle 1 1/8" x 60"	8131	100%	NA	\$0.00	\$0.00	\$0.00	\$15.12
	MICRO FIBER							
58	Micro Fiber Canvas Back Dust Mop 18"	8432	50%	0.5%	\$0.60	\$0.75	-	\$5.40
59	Micro Fiber Canvas Back Dust Mop 24"	8433	50%	0.5%	\$0.75	\$0.94	-	\$6.55
60	Micro Fiber Canvas Back Dust Mop 36"	8434	50%	0.5%	\$1.10	\$1.38	-	\$8.98
61	Micro Fiber Canvas Back Dust Mop 48"	8435	50%	0.5%	\$1.35	\$1.69	-	\$11.59
62	Micro Fiber Canvas Back Dust Mop 60"	8441	50%	0.5%	\$1.60	\$2.00	-	\$14.35
63	Micro Fiber Dust Mop 18"	8418	50%	0.5%	\$0.50	\$0.63	-	\$4.08
64	Micro Fiber Dust Mop 24"	8424	50%	0.5%	\$0.64	\$0.80	-	\$5.16
65	Micro Fiber Dust Mop 36"	8436	50%	0.5%	\$1.00	\$1.25	-	\$7.10
66	Micro Fiber Dust Mop Base 24"	8426	100%	NA	\$0.39	\$0.49	-	\$12.29
67	Micro Fiber Dust Mop Base 36"	8427	100%	NA	\$0.47	\$0.59	-	\$18.29
68	Micro Fiber Dust/Wet Mop Handle	8419	100%	NA	\$0.35	\$0.44	-	\$7.51
69	Micro Fiber Dust/Wet Mop Base 18"	8425	100%	NA	\$0.20	\$0.25	-	\$9.62
70	Micro Fiber Wet Mop 18" Scrubber Pad	8423	50%	0.5%	\$0.14	\$0.18	-	\$3.46
71	Micro Fiber Mitt	8430	50%	0.5%	\$0.14	\$0.18	-	\$2.04
72	Micro Fiber High Duster Cover	8421	50%	0.5%	\$0.14	\$0.18	-	\$1.70
73	High Duster Frame	8429	100%	NA	\$0.50	\$0.63	-	\$8.09
74	Micro Fiber Glass Towel 16x16	8437	50%	3.0%	\$0.09	\$0.11	-	\$1.46
75	Micro Fiber Multipurpose Towel 12x12	8417	50%	3.0%	\$0.06	\$0.08	-	\$0.65
76	Micro Fiber Multipurpose Towel 16x16	8438	50%	3.0%	\$0.07	\$0.09	-	\$1.08
	APRONS							
77	100% Cotton Shop Apron 2 Upper & 2 Lower Pkts 40" Long (Not Personalized)	7006	50%	1.0%	\$0.35	-	-	\$17.45
78	100% Spun Poly Bib Apron No Pocket 34" Long (Not Personalized)	7046	50%	1.0%	\$0.15	-	-	\$3.46
	LOCKERS/HARDWARE							
79	Laundry Soff Lock-Up	8950	100%	NA	\$0.00	-	-	\$252.00
80	8 Compartment Hanger Standard	8951	100%	NA	\$0.00	-	-	\$542.40

Exhibit "A"

81	Laundry Soil Lock-Up Maxi	8958	100%	NA	\$0.00	-	-	\$410.40
82	8 Compartment Hanger Wide w/Pad Lock	8959	100%	NA	\$0.00	-	-	\$616.80
83	Hanger Recovery Rack	8957	100%	NA	\$0.00	-	-	\$16.10
84	Bag Rack	8956	100%	NA	\$0.00	-	-	\$14.76
85	Laundry/Linen Mesh Bags (30x40)	9075	50%	NA	\$0.00	-	-	\$9.60
86	Towel Manager	8964	100%	NA	\$0.00	-	-	\$542.40
87	6 Gallon Wiper/Safety Can	9949	100%	NA	\$0.00	-	-	\$127.20
88	4 Compartment Hanger	8962	100%	NA	\$0.00	-	-	\$487.20
89	6 Compartment Hanger	8955	100%	NA	\$0.00	-	-	\$684.55
90	9 Compartment Folded	8952	100%	NA	\$0.00	-	-	\$582.60
91	Laundry Pipe Rail	8939	100%	NA	\$0.00	-	-	\$384.00
92	Hamper	9958	100%	NA	\$0.00	-	-	\$484.80
93	Rolling Rack	9917	100%	NA	\$0.00	-	-	\$264.00
94	Wiper/Towel Exchange	8917	100%	NA	\$0.00	-	-	\$487.20
95	15 Gallon Wiper/Safety Can	9948	100%	NA	\$0.00	-	-	\$163.20
FENDER COVER								
96	Fender Cover 30x50	7521	50%	NA	\$0.52	-	-	\$7.18
97	Seat Cover 54x60	7522	50%	NA	\$0.80	-	-	\$10.92

Outsize Garment Charges

	Category	Size	Charge
1	Shirts	Size 2XL – 6XL	\$2.65 each
		Size 7XL and up	\$4.25 each
2	Men's Pants	Size 44 – 48	\$3.20 each
		Size 50 – 56	\$3.70 each
		Size 58 and up	\$4.25 each
3	Women's Pants	Size 22 – 28	\$3.20 each
		Size 30 and up	\$3.70 each
4	Jackets	Size 2XL – 5XL	\$3.90 each
		Size 6XL	\$6.40 each
		Size 7XL and up	\$8.60 each
5	Coveralls	Size 52 – 58	\$3.90 each
		Size 60 – 64	\$6.40 each
		Size 66 and up	\$8.60 each
6	Misc.	Size 50 – 56	\$2.90 each
		Size 58 and up	\$3.45 each

Exhibit "A"

Service Charge (Rental Only) :

Service Charges (Rental only):

1. Garment Preparation Charge. A one-time charge applicable to each Garment, no matter its size, at the time	US - \$0.75
This charge is waived for the initial installation of service at each Location.	
2. Emblems, embroidered, provided and affixed by Company, in standard Company sizes and colors.	
Emblem fees waived for the initial installation of service at each Location.	
Employee Name Emblems 3-3/8" x 1-3/8"	US - \$0.45
***Non-Standard Customer Identity (graphic) 4" x 2"	US - \$1.50
Custom emblem fees NOT waived for the initial installation of service at each Location.	
***Non-Standard Custom (color, size, etc.) Customer Identity US - \$TBD	
Direct Embroidery Personalization Charges	
Embroidery fees NOT waived for the initial installation of service at each location.	
Employee First Name	US - \$2.50
Customer Logo (up to 4,999 stitches)	US - \$3.55
Customer Logo (5,000-9,999 stitches)	US - \$5.35
3. Outsize Garment Charge. A one-time charge applicable to each Garment, which applies only when a given Garment is placed into service and only in the event and only to the extent that the below sized Garments (by category) are utilized.	
4. Minimum Service Charge- per Location (or applicable Service Invoice)	US - \$25.00
Minimum Service Charge – NYC	\$50.00
Note: The Minimum Service Charge applies ONLY in the event, and even then, ONLY to the extent, that the rental service charges listed on each weekly service invoice, exclusive of the DEFE Charge, fails to equal this minimum sum.	
5. DEFE Surcharge Per Weekly Service Invoice	US - \$3.50
DEFE CHARGE. Customer's Invoices may include a DEFE CHARGE that may vary for different customers, to cover all or only portions of certain expenses including:	
D = DELIVERY, or expenses associated with the actual delivery of services and products to customers' places of business, primarily Route Sales Representative commissions, managements salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.	
E = ENVIRONMENTAL, or expenses (past, present and future) Company absorbs related to wastewater resting, purification, effluent control, solids disposal, supplies and equipment for pollution controls an energy conservation and overall regulatory compliance.	
F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping Company's fleet vehicles on the road and servicing its customers.	
E = ENERGY, primarily the natural gas Company uses to run boilers and gas dryers, plus other local utility charges.	
6. Unscheduled Deliveries. If Customer requests an unscheduled delivery of goods or services, the following charges apply.	
During normal business hours Mon-Fri:	US - \$25.00
After normal business hours Mon-Fri:	US - \$75.00
Saturday, Sunday & Holidays:	US - \$250.00

Exhibit "A"

Notes:

1. Please note that size exchanges and automatic garment replacement due to normal wear and tear are included in your weekly rental rates.
2. *** Indicates an Item of "Non-Standard Merchandise" hereby expressly made subject to the buy-back provisions in the Agreement. The application of direct embroidery, silkscreen, custom size emblems or non-standard placement of emblems to any Contract Item, or the application of emblems to the sleeve of any Contract Item, automatically classifies that item as a "Non-Standard Merchandise" item subject to the buy-back provisions specified in the Agreement.
3. All employees shall have the option of selecting either long or short sleeve shirts, or any combination thereof, if offered by item manufacturer, at the time of installation of Services at each Location; as thereafter only when garments are being ordered.
4. In certain instances, Auto Replacement Charges ("ARC") may apply but any such charge is intended to cover ongoing replacements of lost items to maintain agreed upon inventory levels. Replacement items will be added to returned inventory to compensate for the possible misplacement of such items. It being understood, however, the ARC is only an estimate and that accordingly additional charges or credits (as the case may be) will be affected (as necessary), upon agreement of the parties acting in good faith, following a review of actual losses.
5. All Merchandise items and their associated service charges are based, unless otherwise noted, on standard Company sizes and colors.
6. The weekly rental rates listed above are quoted in individual units. The weekly rental charges associated with the utilization of each such item will be flat rated and invoiced based upon the "Billed Quantity" indicated on the service invoice, whether or not such quantity is actually delivered in a given week.
7. If the Merchandise supplied is visibility wear, it is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that the garments alone do not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The garments supplied satisfied particular ANSI / ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of visibility Merchandise will adversely affect its conspicuity.
7. Customers in the United States are entitled to purchase any needed items at 20% off the prices listed in Company's twice annually published Buyers Guide and Canadian Customers can purchase any needed items at 20% off list price ("The Purchased Items"). This discount shall only apply to the particular merchandise items but shall not include any associated personalization charges or applicable sales taxes or freight / handling charges, which in any event shall remain the responsibility of the ordering Locations. In order to qualify for this discount, all such orders for Purchased Items must be submitted by Customer's Locations directly to Company's corporate distribution centers in Owensboro, KY or (as applicable) Mississauga, Ontario, Canada. Contact numbers are as follows:

Owensboro, Kentucky, Telephone (877)-864-2202, Facsimile (877)-864-2244, email: nacsgroup@unifirst.com.

Mississauga, Ontario, Telephone (800)-263-4342; Facsimile, (905)-624-8003; email, Canada_sales@unifirst.com.

Information Only: The City of Round Rock reserves the right to order other products from the Unifirst MSRP Sheet per the discounts quoted in Sourcewell
Contract # 042920-UFC

COMPANY NAME:

Unifirst

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

Shawn Gueth

PRINTED NAME:

Shawn Gueth

PHONE NUMBER:

1-800-926-9025

EMAIL ADDRESS:

Shawn.Gueth@unifirst.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.

UniFirst Corporation
Austin, TX United States

Certificate Number:
2021-704109

Date Filed:
01/08/2021

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
Uniforms with Related Products and 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.



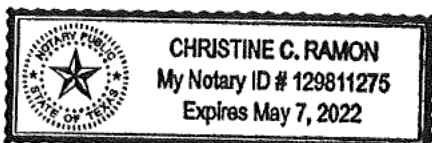
6 UNSWORN DECLARATION

My name is JASON McFARLAND, and my date of birth is [REDACTED].

My address is 6572 CEDONE TERRACE, ROUND ROCK, TX, 78665, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 8th day of Jan., 20 21.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.10

Title: Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with T. Gray Utility & Rehab Co. for the Basin 2 and 3, Cycle 3 Manhole Rehabilitation Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/14/2021

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes: Self-Financed Wastewater Construction

Attachments: Resolution, Exhibit A, Form 1295, Map

Department: Utilities and Environmental Services

Text of Legislative File 2021-013

The City is required to continue our Wastewater Collection System Rehabilitation program to comply with the Texas Commission on Environmental Quality's Edwards Aquifer Recharge Zone Protection Program. This program requires that wastewater collection systems located over the Edwards Aquifer be inspected and rehabilitated every five years. The elimination of defects will not only help to protect the Edwards Aquifer, but will also reduce inflow and infiltration entering the City's wastewater collection system, thereby reducing the City's treatment cost. The City had completed the inspection of 12 sub-basins to determine areas that required rehabilitation for this project.

This construction contract with T. Gray Utility Company is for the rehabilitation of 180 manholes located in these sub-basins. The original contract amount was for \$399,503.

During the construction of this project, more detailed inspections determined certain work could be removed from the contract. The contractor and the City worked together based on the contractor's field inspections to determine the exact repairs necessary. Based on the field information, this Change Order No. 1 is to deduct the quantity of work from this contract by \$154,293.06, bringing the contract sum to \$245,209.94.

Cost: -\$154,293.06

Source of Funds: Self-Financed Wastewater Construction

RESOLUTION NO. R-2021-013

WHEREAS, the City of Round Rock has previously entered into a contract (“Contract”) with T. Gray Utility & Rehab Co. for the Basin 2 and 3, Cycle 3 Manhole Rehabilitation 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 T. Gray Utility & Rehab Co. for the Basin 2 and 3, Cycle 3 Manhole Rehabilitation 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 14th day of January, 2021.

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: Utilities and Environmental Services

Project Name: Basin 2 and 3, Cycle 3 Manhole Rehabilitation Date: 12/2/20

City Project ID Number: _____ Change Order/Quantity Adjustment No. 1

Vendor: T. Gray Utility & Rehab Co. 5039 Steffani Lane, Houston, Texas 78676

Company Name Address Phone No.

Justification

The purpose of this change order is due to minor adjustments that were required and no longer required for this project. Days have also been adjusted due to COVID-19, rain and field conflicts.

SUMMARY

	Amount	% Change
Original Contract Price:	\$399,503.00	
Previous Quantity Adjustment(s):		
This Quantity Adjustment:	-\$154,293.06	
Total Quantity Adjustment(s):	-\$154,293.06	
Total Contract Price with Quantity Adjustment(s):	\$245,209.94	0%
Previous Change Order(s):		
This Change Order:	\$0.00	0%
Total Change Order(s) To Date:	\$0.00	0%
Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]:	\$245,209.94	
Difference between Original and Adjusted Contract Prices:	-\$154,293.06	
Original Contract Time:	120	
Time Adjustment by previous Quan. Adj./Change Order:		
Time Adjustment by this Quan. Adj./Change Order:	250	
New Contract Time:	370	

Submitted for Approval

Prepared By: Juan Martinez Juan Martinez, Engineer Associate, CoRR 12/4/20
Signature Printed Name, Title, Company Date

Approvals

Contractor: Gerald Hoffpauir Gerald Hoffpauir, Project Manager, T-Gray Utility & Rehab Co. 12/2/20
Signature Printed Name, Title, Company Date

City Project Manager: Juan Martinez Juan Martinez, Engineer Associate, CoRR 12/4/20
Signature Printed Name, Title Date

Mayor/City Manager: _____
Signature Printed Name, Title Date

Project Name: Basin 2 and 3, Cycle 3 Manhole Rehabilitation

Quan. Adj./Change Order No.: 1

Change Order Data

[illegible]

Project Name: Basin 2 and 3, Cycle 3 Manhole Rehabilitation

Quan. Adj./Change Order No.: 1

Quantity Adjustment Data

Quantity Adjustment Data						
Bid Item #	Item Description	Unit	Qty.	Unit Price	Amount	Contract Time Adjustment (Days)
2	TRAFFIC CONTROL	LS	-1	\$1,500.00	-\$1,500.00	
4	ERROSION CONTROL	LS	-1	\$1,500.00	-\$1,500.00	
5	VACUUM TESTING	EA	-145	\$125.00	-\$18,125.00	
6	REPLACE MANHOLE CONE-NON PAVED	EA	1	\$3,000.00	\$3,000.00	
7	REPLACE MANHOLE CONE-PAVED	EA	-1	\$4,300.00	-\$4,300.00	

8	REPAIR MANHOLE BENCH/TROUGH	EA	-14	\$600.00	-\$8,400.00
9	ADD 2FT RISERS	EA	-1	\$4,000.00	-\$4,000.00
10	INSTALL BOLTS AND GASKETS	EA	-2	\$500.00	-\$1,000.00
11	REPLACE ADJUST/MANHOLE FRAME NON - PAVED	EA	-3	\$1,000.00	-\$3,000.00
12	REPLACE ADJUST/MANHOLE FRAME PAVED	EA	-7	\$1,900.00	-\$13,300.00
13	INSTALL INTERNAL CHIMMNEYSEAL	EA	-2	\$1,000.00	-\$2,000.00
15	REPLACE COVER/FRAME/SEAL-PAVED	EA	-9	\$2,100.00	-\$18,900.00
16	CEMENTITIOUS COATING	VF	-271.42	\$93.00	-\$25,242.06
17	EPOXY COATING	VF	-273.4	\$155.00	-\$42,377.00
18	GROUT LOWER 18" OF MANHOLE	EA	-5	\$320.00	-\$1,600.00
19	GROUT WALL JOINTS, PIPE SEALS	EA	-2	\$425.00	-\$850.00
20	COMPLETE MANHOLE REHAB - NON PAVED	EA	-28.6	\$300.00	-\$8,580.00
21	COMPLETE MANHOLE REHAB - PAVED	EA	-5.82	\$450.00	-\$2,619.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				TOTALS:	-\$154,293.06
					0

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:
2020-701641

Date Filed:
12/28/2020

Date Acknowledged:

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

T. GRAY UTILITY & REHAB CO.
Cypress, 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.

QA No. 1
Basin 2 and 3, Cycle 3 Manhole Rehab - QA No. 1

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Tamez, Marcus	Cypress, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is MARCUS E. TAMEZ, and my date of birth is [REDACTED]

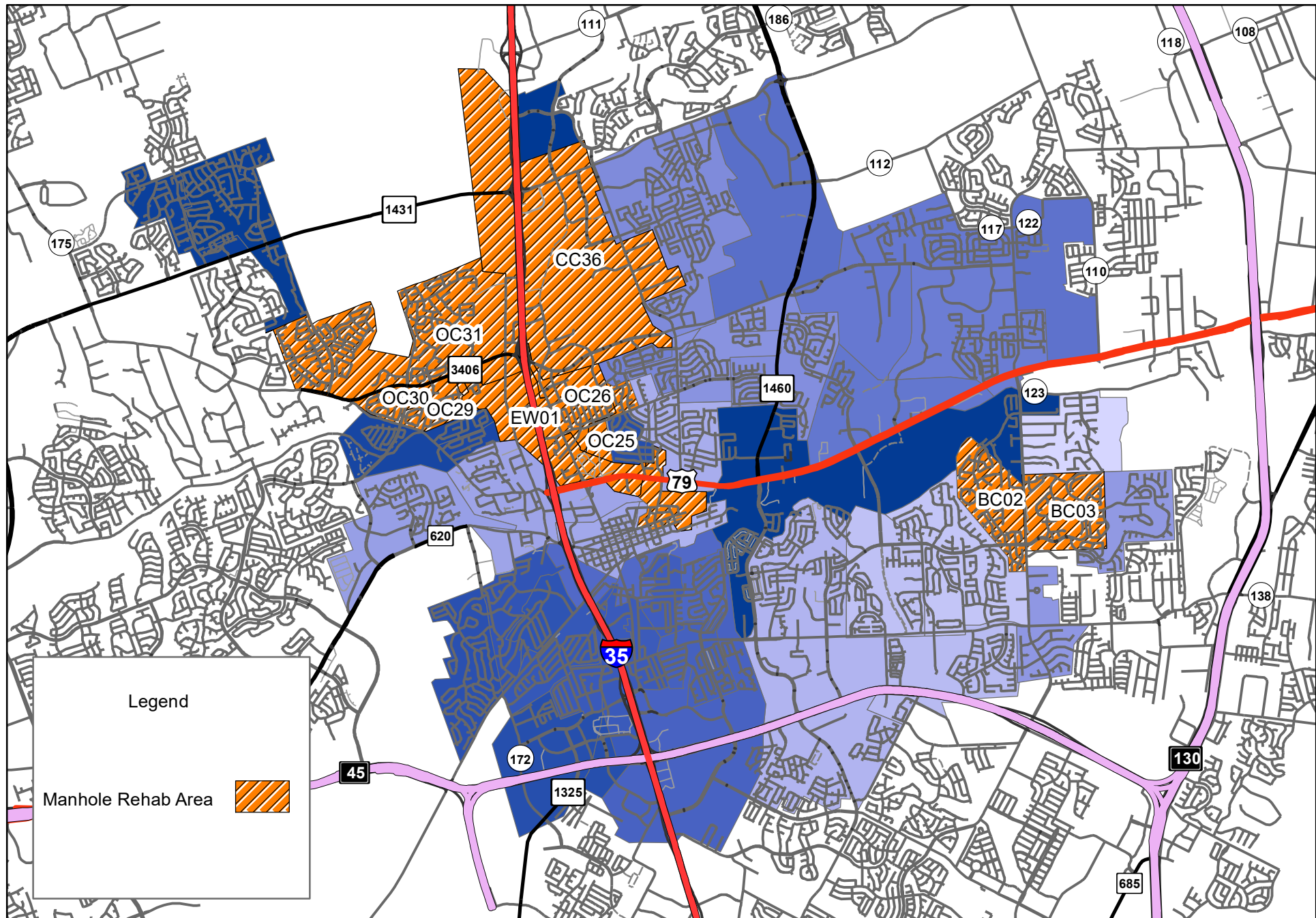
My address is 9402 BOTTOMBUSH CT, CYPRESS, TX, 77433, USA
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of TEXAS, on the 28TH day of Dec, 2020.
(month) (year)

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

Basin 2 and 3, Cycle 3 Manhole Rehabilitation Project





City of Round Rock

Agenda Item Summary

Agenda Number: G.11

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Smith Pump Company, Inc. for the purchase of utility pump motor repair services.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/14/2021

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$96,175.00

Indexes: Utility Fund

Attachments: Resolution, Exhibit A, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2021-014

The City has nine raw water pumps and motors located at the Lake Georgetown intake that pump raw water to the City's Water Treatment Plant located on Westinghouse Road. Lake Pump Nos. 1-3 are rated for 8 million gallon per day (MGD). Pump Nos. 4-6 and 7-9 are all rated for 6 MGD each.

Lake Pump No. 3 recently had a complete failure with water intrusion into the motor, causing the motor to fail. The City would like to contract with Smith Pump Company for this repair for \$96,175. Smith Pump has previously worked for the City on many projects. This repair work includes the complete rebuild of motor No. 3, including the Stator rewind.

Cost: \$96,175

Source of Funds: Utility Fund

RESOLUTION NO. R-2021-014

WHEREAS, the City of Round Rock (“City”) desires to purchase services for the repair of a utility pump motor, and related goods and services; 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, Smith Pump Company, Inc. is an approved vendor of Buy Board; and

WHEREAS, the City desires to purchase said goods and services from Smith Pump Company, 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 the Purchase of Utility Pump Motor Repair Service with Smith Pump Company, 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 14th day of January, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"**

**CITY OF ROUND ROCK
AGREEMENT FOR THE PURCHASE OF
UTILITY PUMP MOTOR REPAIR SERVICE
WITH
SMITH PUMP COMPANY, 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 utility pump motor repair service, and for related goods and services, 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 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and SMITH PUMP COMPANY, whose offices are located at 301 MB Industrial, Waco, Texas 76712, referred to herein as the "Services Provider." 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 services for the repair of a utility pump motor, and City desires to purchase same from Services Provider; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Services Provider is an approved Buy Board vendor; and

WHEREAS, City desires to purchase certain services and related goods from Services Provider through Buy Board Contract No. 589-19; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified goods and services and Services Provider is obligated to sell specified goods and services. The Agreement includes Services Provider's Proposal, attached as Exhibit "A," and incorporated herein by reference for all purposes, and any other exhibits, addenda, and/or amendments thereto.

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

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

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

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

F. **Services Provider** means Smith Pump Company, Inc. or any successors or assigns.

2.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect until the services set forth in Exhibit "A" are completed to the satisfaction of the City.

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

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

Services Provider's Proposal is set forth in Exhibit "A," which together with this Agreement comprise the total Agreement as if repeated herein in full.

4.01 SCOPE OF WORK

Services Provider shall satisfactorily provide for the repair of the pump motor described in Exhibit "A." Services Provider's undertakings shall be limited to performing services for the City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with the Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 CONTRACT AMOUNT

In consideration for the services set forth in Exhibit "A," the City agrees to pay Services Provider an amount not-to-exceed **Ninety-Six Thousand One Hundred Seventy-Five and No/100 Dollars (\$96,175.00)**.

6.01 INVOICES

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

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

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Services Provider 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, any payment to be made by City to Services Provider will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

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

9.01 GRATUITIES AND BRIBES

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

10.01 TAXES

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

11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

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

12.01 INSURANCE

Services Provider shall meet all of City's insurance requirements as set forth at the City's website:

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

13.01 CITY'S REPRESENTATIVE

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

Mark Hurd
Utilities and Environmental Services Department
System Mechanic Supervisor
3400 Sunrise Road
Round Rock, Texas 78664
(512) 341-3155

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

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

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

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 Services Provider.

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

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

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

17.01 INDEMNIFICATION

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

18.01 COMPLIANCE WITH LAWS, CHARTER, ORDINANCES AND PROGRAMS

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

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods 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 Services Provider verifies Services Provider 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 herein; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Services Provider:

Smith Pump Company, Inc.
301 MB Industrial
Waco, TX 76712

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

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

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

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 Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

23.01 DISPUTE RESOLUTION

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

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

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

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

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

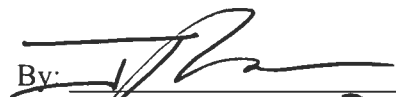
[Signatures on the following page.]

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

City of Round Rock, Texas

Smith Pump Company, Inc.

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

By:  _____
Printed Name: JASON POPKO
Title: PMG/ENGINEERING MANAGER
Date Signed: 12/2/2020

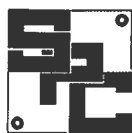
Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Exhibit "A"



**SMITH
PUMP
COMPANY, INC.**

Remit to: 3500 Comsouth Dr. Bldg. 4, Ste 500
Austin, TX 78744

Phone: (512) 310-1480
Fax: (512) 310-1417

Bill to : City of Round Rock
apinvoices@roundrocktexas.gov
221 East Main
Round Rock, TX 78664

Contact : Mark Hurd
Phone : 512 218 5433
Fax : 512 218 7097

Ship to : City of Round Rock - Raw Water Intake Station
2050 Cedar Breaks Rd.
Georgetown, TX 78628

Contact : Mark Hurd
Phone : 512 341 3155
Fax : 512 218 7097

QUOTATION

Number: SQ028592-1 Page : 1 of 4
Sales order: Date : 10/2/2020
Your ref.: Raw Water Intake Our ref: 341
Requisition: Payme: Net 30 Days
Quotation deadline : Sales : TXCEN
Delivery Term: Name : Darrel R. Mize

Per BuyBoard 589-19

UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.0000	Motor Repair	1.00	56,988.00	56,988.00
	1. Inspect, reassemble, test & paint:			
	a. Initial inspection, disassembly, cleaning, testing, and measurement of all component parts. Mount stator on mandrel and check TIR and concentricity.			
	b. Repair of all components as required. Including, but not limited to: straightening and balancing of rotor, Reconditioning of bearings and painting of Internal components with suitable water-resistant coating			
	c. Reassembly of motor using all new gaskets, new Bergman seal, filters, nuts, lock washers, Fluids, lead assembly and diaphragm.			
	d. All tolerances shall be per specification.			
	e. Test run motor per specification.			
	f. Warranty for one year against defects in Workmanship and materials.			
	2. Replacement of guide bearings			
	a. Replacement of guide bearings			
	b. Warranty for one year against defects in workmanship and materials.			
	3. Additional required material and labor:			
	a. Cable splice			
	b. P7341 EPR/NEO 5KV cable (130ft)			
2.0000	*Optional* Stator Rewind	1.00	39,187.00	39,187.00
	Rewind of stator: (optional)			
	a. Removal of old insulation and winding.			
	b. Cleaning of stator			
	c. Lamination repair within limits of spec.			
	d. Check and repair stator ends per spec.			
	e. Reinsulate and rewind using class y or Better materials.			
	f. Final electrical testing of stator before Motor assembly.			
	g. Warranty for one year against defects in Workmanship and materials.			

Sales balance	Total discount	Misc. charges	Sales tax	Round-off	Total
96,175.00	0.00	0.00	0.00	0.00	96,175.00 USD

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QUOTATION

**Contact : Mark Hurd
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**Ship to : City of Round Rock - Raw Water Intake Station
2050 Cedar Breaks Rd.
Georgetown, TX 78628**

**Contact : Mark Hurd
Phone : 512 341 3155
Fax: 512 218 7097**

TERMS AND CONDITIONS

1. **Applicability** – These Terms and Conditions of Sale ("Terms") shall govern all sales of equipment or services to Customer. These Terms supersede any prior written or oral agreement, understanding, representation or promise and any pre-printed or standard terms and conditions contained in Customer's request for quote, purchase order, invoice, order acknowledgement or similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement signed by an authorized representative of both Smith Pump Company ("SPCO") and Customer. SPCO's acknowledgement of Customer's purchase order shall not constitute acceptance of any terms or conditions contained therein which are in any way inconsistent with the Terms. Any additional or different terms or conditions included in any acceptance of this quotation are expressly disclaimed and rejected in advance, and unless there is prior mutual agreement otherwise, shall not become a part of any contract resulting from this quotation.

2. **Price** – Unless otherwise stated in this quotation, all prices are FOB shipping point. All transportation, insurance and similar charges incident to delivery shall be borne by the customer. Shipping dates are approximate and are based on prompt receipt of all necessary information. In the case of delay in furnishing complete information to SPCO, dates of shipment may be extended for a reasonable time. In the event SPCO provides transport services, these will be quoted as a lump sum price based on destination and shipping mode.

In the event Customer requests a delay or suspension in the completion and/or shipment of equipment or services covered by this quotation, or any part thereof, for any reason, the parties shall agree upon any cost and/or scheduling impact of such delay and all such costs to Customer's account. Any delay period beyond thirty (30) days after original scheduled shipment date shall require Customer to (i) take title and risk of loss of any equipment covered by this quotation, and (ii) make arrangements for the storage of such equipment with SPCO or other party. SPCO's invoice, which is contractually based on shipment, shall be issued upon SPCO's readiness to ship the equipment covered by this quotation.

SPCO shall not be liable for delay and delivery due to causes beyond its reasonable control including, but not limited to, acts of God, acts of government, acts of Customer, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of any such delay, the date of delivery shall be extended for a length of time equal to the period of the delay.

3. **Warranty** – SPCO warrants new equipment or parts to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of startup or initial use, whichever comes first. SPCO SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR LIQUIDATED DAMAGES. NO EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Repairs performed by SPCO are warranted against defects in workmanship and/or materials for a period of twelve (12) months from the date of shipment. SPCO will not be responsible for any removal or reinstallation charges or transportation charges in cases where equipment has failed under these warranty conditions. SPCO's sole obligation and Customer's sole remedy under this warranty is repair or replacement at SPCO's election. Customer agrees to provide SPCO reasonable and clear access to any equipment covered by this warranty which may include removal or materials or structures as well as supplying any equipment, materials or structures which are necessary to provide reasonable access to the equipment being repaired or replaced. Costs to remove and/or reinstall equipment for warranty purposes shall be the responsibility of Customer.

Replacement parts or repairs furnished under this warranty shall be subject to warranty provisions herein for the remaining warranty period. All equipment repaired or replaced will be re-warranted only for the remainder of the original warranty period. SPCO does not warrant the equipment covered by this quotation or any repair/replacement part against the effects of erosion, corrosion, or normal wear and tear due to operation or the environment. The warranty and remedies set forth herein are conditioned upon proper storage, installation, use and maintenance of the equipment covered by this quotation in all material respects, and in accordance with SPCO's written recommendations. Customer must notify SPCO in writing of any warranty claim during the warranty period or within thirty (30) days thereafter.

SPCO will not be liable under this warranty if warranted goods have been exposed or subjected to any (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with SPCO's instructions, (2) alteration, modification or repair by anyone other than SPCO or those specifically authorized by SPCO, (3) accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Customer, (4) damage caused by failure of an SPCO supplied product not under warranty or by any hardware or software not supplied by SPCO, (5) use of counterfeit or replacement parts that are not manufactured by the manufacturer of goods provided by SPCO or approved by SPCO for use in goods provided by SPCO, or (6) goods which are normally consumed in operation or which have normal life inherently shorter than the warranty period including, but not limited to, consumables (e.g. lamps, batteries, storage capacitors).

Exhibit "A"



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PUMP
COMPANY, INC.**

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Austin, TX 78744**

**Phone: (512) 310-1480
Fax: (512) 310-1417**

**Bill to : City of Round Rock
apinvoices@roundrocktexas.gov
221 East Main
Round Rock, TX 78664**

QUOTATION

**Contact : Mark Hurd
Phone : 512 218 5433
Fax : 512 218 7097**

**Ship to : City of Round Rock - Raw Water Intake Station
2050 Cedar Breaks Rd.
Georgetown, TX 78628**

**Contact : Mark Hurd
Phone : 512 341 3155
Fax : 512 218 7097**

4. **Payment** – All prices are net cash to be paid thirty (30) days after date of invoice. Customer agrees to make payment within that period. Discounts will apply only as stated on the invoice. Invoices unpaid for thirty (30) days after issuance shall bear interest at the highest lawful rate due and payable on any invoiced account, which is delinquent and not paid within the stated terms. Should Customer for any reason fail to pay in accordance with these terms, Customer agrees to pay all collection costs, attorney's fees and expenses incurred in collecting payment.

If Customer's financial condition is or becomes unsatisfactory to SPCO, SPCO reserves the right to (a) require payment from Customer on a cash in advance basis, (b) require a letter of credit or other acceptable security before shipment, (c) cancel shipment at any time prior to delivery without further obligation or liability on SPCO's part, (d) terminate any contract or obligation on the part of SPCO, or (e) require other special payment terms acceptable to SPCO to assure payment. All extensions of credit are subject to the approval of SPCO's credit department and management.

5. **Joint Check Agreement**– If Customer fails to pay laborers and materialmen within thirty (30) days after payment by SPCO, SPCO will have the right to make future payments by check payable jointly to Customer and laborers or materialmen to the extent of unpaid indebtedness arising out of the job. SPCO will credit joint checks against the contract sum on the next payment application.

6. **Taxes** – The amount of all federal, state or local taxes applicable to the sale, use, delivery or transportation of the equipment or services sold hereunder and all duties, imports, tariffs, and other similar levies shall be added to the contract price and paid by the Customer except where the Customer shall furnish an appropriate certificate of exemption.

7. **Property Damage** – SPCO shall not be responsible for damage to topsoil or groundcover in connection with the work or service performed under this contract. SPCO shall not be responsible for claims arising from the pumping of water onto the ground which is necessary in connection with the service or work provided by SPCO. The customer agrees to hold SPCO harmless from claims arising out of damage caused by the pumping of water onto the ground.

8. **Startup** – If the equipment supplied pursuant to this quotation has a warranty requirement, qualified SPCO personnel must be present during the initial equipment startup and commissioning. Failure to request and assure the presence of qualified SPCO personnel will void any warranty herein. Requests for startup must occur at least seven (7) days prior to the scheduled date of the startup.

9. **Limitation of Liability** – The remedies set forth herein are exclusive and the total liability of SPCO with respect to this quotation, and any contract for goods or services arising from this quotation, or for any breach thereof, whether based on contract, warranty, torts (including negligence), indemnity, strict liability or otherwise, shall not exceed the quotation or sales price of the specific equipment or service which gives rise to the claim.

10. **Setoff** – All amounts that Customer owes SPCO under this quotation shall be due and payable in accordance with the terms of the quotation. Customer shall not setoff such amounts or any portion thereof, whether or not liquidated, against sums which Customer asserts are due to it, its parent, affiliates, subsidiaries or other division under other transactions with SPCO.

11. **Customer Cancellation** – Customer may cancel this order only upon written notice and payment to SPCO of reasonable and proper cancellation charges. In the event of cancellation, Customer must pay for all material, expense and labor costs incurred by SPCO in connection with the materials and services to be provided pursuant to this quotation, as well as all expenses relating to any specially fabricated materials and restocking charges.

12. **Assignment** – Neither party may assign this order or any portion thereof without the advance, written consent of the other party, which consent shall not be unreasonably withheld.

13. **Waiver/Severability** – Failure by SPCO to assert all or any of its rights upon any breach by Customer shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment. No waiver of any right shall extend to or affect any other right. Customer may possess nor shall such waiver extend to any subsequent similar or dissimilar breach.

If any portion of these Terms are determined to be illegal, invalid or unenforceable for any reason, such provision shall be deemed stricken for the purposes of the dispute in question and all other provisions shall remain in full force and effect.

Exhibit "A"



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PUMP
COMPANY, INC.**

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Contact : Mark Hurd
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**Ship to : City of Round Rock - Raw Water Intake Station
2050 Cedar Breaks Rd.
Georgetown, TX 78628**

Contact : Mark Hurd
Phone : 512 341 3155
Fax: 512 218 7097

14. Applicable Law – The contract involving the sale of the equipment and services covered by this quotation shall be interpreted in accordance with the laws of the State of Texas. This contract is performable in McLennan County, Texas and venue for any court action in any way relating to or arising out of this contract shall be McLennan County, Texas.

ACCEPTED BY:
COMPANY NAME: _____

PROJECT REFERENCE: _____

SIGNED ON DATE: _____

SIGNED: _____

PRINTED NAME: _____

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.

Smith Pump Company, Inc.
Waco, TX United States

Certificate Number:
2020-695571

Date Filed:
12/03/2020

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
Pumping Equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Mize, Darrel	Waco, TX United States		X
	Popko, Jason	Waco, TX United States		X
	Brown, Trent	Waco, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is JASON POPKO, and my date of birth is [REDACTED]

My address is 301 M+B INDUSTRIAL WACO TX 76712 USA
(street) (city) (state) (zip code) (country)

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

Executed in MCKENNA County, State of TEXAS, on the 3 day of December 2020.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.12

Title: Consider a resolution approving the emergency action of the Brushy Creek Regional Utility Authority (BCRUA) to enter into a contract with Excel Construction Services, LLC for the emergency repair of a 36-inch raw water transmission pipeline.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/14/2021

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution

Department: Utilities and Environmental Services

Text of Legislative File 2021-016

The Brushy Creek Regional Utility Authority (BCRUA) Phase 1, Contract 2 Raw Water Line was completed in 2012 and consists of a 36-inch diameter ductile iron pipeline laid on the lakebed of Lake Travis. The pipeline connects an underwater pipeline manifold adjacent to the 78-inch diameter raw water pipeline on Trails End Road. The 36-inch diameter raw water pipeline and the floating raw water intake barge are a temporary raw water delivery system to provide water the BCRUA Water Treatment Plant until the Phase 2 Raw Water Delivery System comes online.

On December 21, 2020, the 36-inch diameter pipeline failed resulting in the loss of service of the BCRUA regional water system. Dive inspections revealed that the pipeline failed approximately 200 feet downstream of underwater pipeline manifold whereby multiple pipe joints have been compromised rendering the system inoperable until the pipeline can be repaired.

The 36-Inch Underwater Pipeline Repair Project (Project) is an emergency project to repair the 36-inch diameter pipeline to return the BCRUA system to service. Our Phase 1C contractor, Excel Construction Services, LLC has significant experience working on Lake Travis is qualified to serve as General Contractor for making the needed repairs for this project. The current estimate to complete the project is five to six weeks, weather permitting. TWDB has agreed that we can use Phase 1C funds for this project. We currently have about \$1.8 million in unused 2017 SWIFT funds. The BCRUA Board approved this emergency contract on January 7, 2020.

Currently, all three Cities are meeting their needs from their own treatment plants, with supplemental water being provided to Leander from Cedar Park.

RESOLUTION NO. R-2021-016

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

WHEREAS, during an emergency meeting of the BCRUA Board of Directors, the Board authorized the President to enter into a contract with Excel Construction Services, LLC to perform emergency repairs to a 36-inch raw water transmission pipeline; and

WHEREAS, the City desires to approve the action of the BCRUA to enter into the aforesaid contract with Excel Construction Services, LLC, Now Therefore

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

That the City Council hereby approves the action of the Brushy Creek Regional Utility Authority to enter into a contract with Excel Construction Services, LLC for the repair of the 36-inch raw water transmission pipeline.

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 14th day of January, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: G.13

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Professional Turf Products, L.P. for the purchase of lawn maintenance equipment.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/14/2021

Dept Director: Chad McDowell, General Services Director

Cost: \$217,654.20

Indexes: General Self-Financed Purchases

Attachments: Resolution, Quotes, Form 1295

Department: General Services Department

Text of Legislative File 2021-010

This purchase order is to establish a one-time purchase with Professional Turf Products, L.P. for lawn maintenance equipment needed to support City operations. This contract was established through a competitive solicited cooperative process.

We are replacing Asset# 100011, a Toro 5900-D rotary mower. This mower is 11 years old, and is starting to need more extensive repairs on it. In it's lifetime we have spent well over the original purchase price in repairs. After researching like mowers, and with input from the user department, we have decided to purchase a new Toro 5900-D for \$102,713.75. This mower will be used to mow Old Settler's Park.

We are replacing two 72" Toro single deck mowers, with two 90" 4300-D rotary grooming mowers. These mowers will be used to maintain the soccer fields at the Clay Madsen Rec Center. These contour mowers have multiple decks, and will provide a precision cut not available from the 72" rough mowers. These two mowers will cost a total of \$114,940.45.

Cost: \$217,654.20

Source of Funds: General Self-Financed Purchases

RESOLUTION NO. R-2021-010

WHEREAS, the City of Round Rock (“City”) desires to purchase lawn maintenance equipment needed to support City operations; 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, Professional Turf Products, L.P. is an approved vendor of the Buy Board; and

WHEREAS, the City wishes to issue a purchase order to Professional Turf Products, L.P. to purchase said goods through Buy Board, Now Therefore

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

That the City Manager is hereby authorized and directed to issue a purchase order to Professional Turf Products, L.P. for the purchase of lawn maintenance equipment needed to support City operations.

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 14th day of January, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Professional Turf Products, L.P.
 9468 Selma Parkway
 Selma, Texas 78154
 Larry Snody
 (682) 330-3676
 snodyl@proturf.com



Ship To	City Of Round Rock - Parks Dept.	Date:	11/3/2020
Bill To	BUYBOARD (CONTRACT # 611-20) - Credit Cards Not Accepted	Tax Rate	
Contact	Scott Parker	Destination	
Address	301 W. Bagdad Ave., Suite. 250, Round Rock, TX 78664	Trade-In	
Phone	512-844-1248	Finance	
Email		Account Type	Contract
Comments:		QMS: ID	Q59793

Proposal

Qty	Model #	Description	Extended
2	30864	Groundsmaster 4300-D (T4)	
10	117-0149	Rear Roller Scraper	
10	114-0435-03	Atomic Blade (22 Inch)	
		Toro Groundsmaster 4300-D (T4)	\$ 114,940.45
SubTotal			\$ 114,940.45
Destination			Included
Tax (Estimated)			Exempt
TOTAL			\$ 114,940.45

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.

For all New Equipment, Refurbished units may be available for up to 40% savings.

Terms & Conditions:

- Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
- New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
- Pricing, including finance options, valid for 30 days from time of quotation.
- Payments by Credit Card are subject to convenience fee.
- After 30 days all prices are subject to change without notice.
- Used and Demo equipment is in high demand and availability is subject to change.
 - Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
 - In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
- "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

- All returns are subject to restocking, refurbishing, usage, and shipping fees.
- All returns must be able to be sold as new.
- Items missing parts are non returnable.
- Professional Turf Products will have sole discretion as to the resalable condition of the product.
- This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

Payment:

- Terms are net 10 unless prior arrangements have been made.
- Quoted prices are subject to credit approval.
 - PTP will work with third party financial institutions to secure leases when requested to do so.
 - When using third party financiers, documentation fees & advance payments may be required.
 - For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
- There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
- By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.
 This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____

Date: _____



Professional Turf Products, L.P.

9468 Selma Parkway
Selma, Texas 78154
Larry Snody
(682) 330-3676
snodyl@proturf.com



Ship To	City Of Round Rock - Parks Dept.	Date:	11/2/2020
Bill To	BUYBOARD (CONTRACT # 611-20) - Credit Cards Not Accepted	Tax Rate	
Contact		Destination	
Address	301 W. Bagdad Ave., Suite. 250, Round Rock, TX 78664	Trade-In	
		Finance	
Phone		Account Type	Contract
Email		QMS: ID	Q59706
Comments:			

Proposal

Qty	Model #	Description	Extended
1	31698	Groundsmaster 5900 (T4)	
1	44958	MVP Kit 1000 Hour (PX Hydraulic Fluid - September 12, 2018 And Up)	
		Groundsmaster 5900 (T4)	\$ 102,713.75
SubTotal			\$ 102,713.75
Destination			Included
Tax (Estimated)			Exempt
TOTAL			\$ 102,713.75

Comments:

For all New Equipment, Demo units may be available for up to 20% savings.

For all New Equipment, Refurbished units may be available for up to 40% savings.

Terms & Conditions:

1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
2. New equipment delivery time is estimated at six weeks from the time credit is approved & documents are executed.
3. Pricing, including finance options, valid for 30 days from time of quotation.
4. Payments by Credit Card are subject to convenience fee.
5. After 30 days all prices are subject to change without notice.
6. Used and Demo equipment is in high demand and availability is subject to change.
 - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
 - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
 - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

Returns Policy:

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

Payment:

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
 - A. PTP will work with third party financial institutions to secure leases when requested to do so.
 - B. When using third party financiers, documentation fees & advance payments may be required.
 - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
 - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.

This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: _____

Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

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

Professional Turf Products, LP
Euless, TX United States

Certificate Number:
2020-694853

Date Filed:
12/02/2020

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, Tx

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.

0000

Toro commercial mowing and related ground maintenance equipment, large turf irrigation, pump station equipment and all related parts and services.

[illegible]

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is DAVID LAU, and my date of birth is [REDACTED].

My address is 1010 N. INDUSTRIAL BLVD, EUCLID, TX, 76039, USA.
(street) (city) (state) (zip code) (country)

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

Executed in TARRANT County, State of TX, on the 2 day of 12, 2020.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.14

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Professional Turf Products, LP for the purchase of grounds maintenance equipment, irrigation parts, supplies and installations.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/14/2021

Dept Director: Chad McDowell, General Services Director

Cost: \$240,000.00

Indexes: General Self-Financed Purchases

Attachments: Resolution, Agreement, Form 1295

Department: General Services Department

Text of Legislative File 2021-011

With this agreement General Services will establish a contract with Professional Turf Products, LP for grounds maintenance equipment which includes repair parts for our Toro mowers, irrigation parts and supplies needed to support PARD operations.

This contract was established through a competitive solicited cooperative process and will expire 5/31/2023

Cost: \$240,000.00

Source of Funds: General Self-Financed Purchases

RESOLUTION NO. R-2021-011

WHEREAS, the City of Round Rock (“City”) desires to purchase grounds maintenance equipment, irrigation parts, supplies, and installation services; 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, Professional Turf Products, LP is an approved vendor of Buy Board; and

WHEREAS, the City desires to purchase said goods and services from Professional Turf Products, LP through Buy Board, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for the Purchase of Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installations with Professional Turf Products, 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 14th day of January, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

**CITY OF ROUND ROCK
AGREEMENT FOR THE PURCHASE OF
GROUNDS MAINTENANCE EQUIPMENT,
IRRIGATION PARTS, SUPPLIES AND INSTALLATIONS
WITH
PROFESSIONAL TURF PRODUCTS, LP**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

THAT THIS Agreement for the purchase of grounds maintenance equipment, irrigation parts, supplies, and installation services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2020, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City") and PROFFESIONAL TURF PRODUCTS, LP, whose offices are located at 1010 North Industrial Boulevard, Euless, Texas 76039 (referred to herein as the "Vendor").

RECITALS:

WHEREAS, City desires to purchase grounds maintenance equipment, irrigation parts, supplies, and installation services; and

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

WHEREAS, the City desires to purchase certain goods and services from Vendor through BuyBoard Cooperative Contract No. 611-20 to receive pricing and services as set forth herein; and

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

NOW, THEREFORE, WITNESSETH:

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

1.01 DEFINITIONS

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

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

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

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

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

2.01 EFFECTIVE DATE; TERM

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

B. The term of this Agreement shall be from the effective date of the Agreement until May 31, 2023. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement, with or without cause, or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

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

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

4.01 ITEMS AWARDED; SCOPE OF WORK

When taken together with the appended exhibit, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions. Vendor shall satisfactorily provide all goods and services

described under the attached Exhibit "A" at the sole request of the City. Vendor provide goods and services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

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

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00)** for the term of this Agreement.

6.01 INVOICES

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

A. Name and address of Vendor;

B. Purchase Order Number;

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

A. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

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

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

9.01 GRATUITIES AND BRIBES

City may, by written notice to 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 or services from another supplier or suppliers.

12.01 INSURANCE

Vendor shall meet all requirements required by the City as set forth on the City's website at <https://www.roundrocktexas.gov/wp-content/uploads/2014/11/CORR-Insurance-07.2011.pdf>.

13.01 CITY'S REPRESENTATIVE

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

Travis Wilkes
Assistant Director of General Services
212 Commerce Cove
Round Rock, Texas 78664
(512) 341-3317
twilkes@roundrocktexas.gov

14.01 RIGHT TO ASSURANCE

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

15.01 DEFAULT

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

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

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

16.01 TERMINATION AND SUSPENSION

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

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

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

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

17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of 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 and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel at any time during the term of this Agreement.

19.01 ASSIGNMENT AND DELEGATION

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

20.01 NOTICES

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

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

Notice to Vendor:

Attn: David Lau
Professional Turf Products, LP
1010 North Industrial Boulevard
Euless, Texas 76039

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

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

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

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

22.01 EXCLUSIVE AGREEMENT

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

23.01 DISPUTE RESOLUTION

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

24.01 SEVERABILITY

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

25.01 MISCELLANEOUS PROVISIONS

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

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to 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 White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Professional Turf Products, LP

By: DPZ
Printed Name: DAVID LAY
Title: CFO
Date Signed: 11/18/20

Exhibit "A"

City of Round Rock, Texas Price Sheet Professional Turf Products, LP BuyBoard Contract 611-20					
<p>The City of Round Rock would like to enter into a contract with Professional Turf Products, LP per the terms of Buy Board Contract 611-20 The City intends to purchase from this contract Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installations in an estimated amount not-to-exceed \$240,000.</p> <p>Contract Term: Effective from date of execution and will expire on 5/31/2023, per the terms of BuyBoard Contract No. 611-20.</p> <p>Special Instructions: Complete pricing below and submit copy of price list or catalog.</p> <p>Section I: Grounds Maintenance Equipment, Supplies, Parts and Accessories - PURCHASE ONLY</p>					
Item #	Short Description	Full Description	State Percent (%) of Discount of Catalog/Pricelist	State Name of Catalog/Pricelist	Exceptions to Discount
1	Discount (%) Off Catalog/Pricelist for Tractors, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Tractors, Equipment, Supplies, and Accessories (20 to 200 Engine HP). Catalog/Pricelist MUST be included or proposal will not be considered.	21%	2020 Toro Commercial	Toro Procore 09200 GM1200 31905 Toro
2	Discount (%) Off Catalog/Pricelist for Lawn and Garden Tractors, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Lawn and Garden Tractors, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	29%	2020 Toro RLC	Certain Accessories
3	Discount (%) Off Catalog/Pricelist for Front Mowers, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Front Mowers, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	21%	2020 Toro Commercial	Toro Procore 09200 GM1200 31905 Toro
4	Discount (%) Off Catalog/Pricelist for Wide Area Mowers, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Wide Area Mowers, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	21%	2020 Toro Commercial	Toro Procore 09200 GM1200 31905 Toro
5	Discount (%) Off Catalog/Pricelist for Zero Turn Mowers, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Zero Turn Mowers, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	29%	2020 Toro RLC	Certain Accessories
6	Discount (%) Off Catalog/Pricelist for Walk Behind Mowers, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Walk Behind Mowers, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	29%	2020 Toro RLC	Certain Accessories

Exhibit "A"

7	Discount (%) Off Catalog/Pricelist for Golf and Turf Carts and Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Golf and Turf Carts and Equipment, Supplies, and Accessories (for uses in fleet, food/beverage, hospitality, maintenance, personal and transport). Catalog/Pricelist MUST be included or proposal will not be considered.	21%	2020 Toro Commercial	Toro Procore 09200 GM1200 31905	Toro
8	Discount (%) Off Catalog/Pricelist for All (Utility) Terrain Vehicles, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for All (Utility) Terrain Vehicles, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid			
9	Discount (%) Off Catalog/Pricelist for Cutters and Shredders, Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Cutters and Shredders, Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	21%	2020 Toro Commercial	Toro Procore 09200 GM1200 31905	Toro
10	Discount (%) Off Catalog/Pricelist for Sprayers, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Sprayers, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	21%	2020 Toro Commercial	Toro Procore 09200 GM1200 31905	Toro
11	Discount (%) Off Catalog/Pricelist for Scraper, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Scraper, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid			
12	Discount (%) Off Catalog/Pricelist for Hand Held Grounds Maintenance Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Hand Held Grounds Maintenance Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid			

Exhibit "A"

13	Discount (%) Off Catalog/Pricelist for Landscape and Turf Care Attachments	Please state the discount (%) off catalog/pricelist for Landscape and Turf Care Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	21%	2020 Toro Commercial	Toro Procore 09200 GM1200 31905 Toro
14	Discount (%) Off Catalog/Pricelist for Parking Lot/Sidewalk Sweepers, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Parking Lot/Sidewalk Sweepers, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	21%	2021 Toro Commercial	Toro Procore 09200 GM1200 31905 Toro
15	Discount (%) Off Catalog/Pricelist for Turf Maintenance Sweepers and Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Turf Maintenance Sweepers and Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	21%	2022 Toro Commercial	Toro Procore 09200 GM1200 31906 Toro
16	Discount (%) Off Catalog/Pricelist for Outdoor Scrubbers, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Outdoor Scrubbers, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
17	Discount (%) Off Catalog/Pricelist for Hydroseeding Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Hydroseeding Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
18	Discount (%) Off Catalog/Pricelist for Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories	Please state the discount (%) off catalog/pricelist for Bark and Straw Blowers and Crimper Equipment, Supplies, and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	0%	Harper	
19	Discount (%) Off Catalog/Pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories	Please state the discount (%) off catalog/pricelist for All Other Types of Grounds Maintenance Equipment, Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	0%	All Related Allied Equipment	
20	Discount (%) Off Catalog/Pricelist for Ground Maintenance Equipment Repair Parts	Please state the discount (%) off catalog/pricelist for Ground Maintenance Equipment Repair Parts. Catalog/Pricelist MUST be included or proposal will not be considered.	0%		Freight Added
21	Discount (%) Off Catalog/Pricelist for Ground Maintenance Equipment Service Agreements	Please state the discount (%) off catalog/pricelist for Ground Maintenance Equipment Service Agreements. Catalog/Pricelist MUST be included or proposal will not be considered.	0%	Service Agreement	

Exhibit "A"

Section II: Grounds Maintenance Equipment - RENTAL ONLY					
22	Discount (%) Off Catalog/Pricelist for Rental of All Types of Grounds Maintenance Equipment, Accessories and Attachments	Please state the discount (%) off catalog/pricelist for Rental of All Types of Grounds Maintenance Equipment, Accessories and Attachments. Catalog/Pricelist MUST be included or proposal will not be considered.	0%	Rental Equipment	Destination Added
Section III: Grounds Maintenance Equipment (Pre-Owned/Reconditioned/Retired Rental) - PURCHASE ONLY					
23	Discount (%) Off Catalog/Pricelist for Pre-Owned/ Reconditioned/ Retired Rental of All Ground Maintenance Equipment	Discount (%) Off Catalog/Pricelist for all Pre-Owned/Reconditioned/Retired Rental of All Construction/Ground Maintenance Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.	0%	Refurbished Equipment	
Section IV: Fertilizers, Nursery Products and Soils for Field/Turf Grounds					
24	Discount (%) Off Catalog/Pricelist for Field and Turf Fertilizer, Conditioners, Dressings and Chemicals	Please state the discount (%) off catalog/pricelist for Field and Turf Fertilizer, Conditioners, Dressings and Chemicals. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
25	Discount (%) Off Catalog/Pricelist for Nursery Products	Please state the discount (%) off catalog/pricelist for Nursery Products (all types of trees, shrubs, and other related items). Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
26	Discount (%) Off Catalog/Pricelist for Specialty Soils for Athletic Fields, Play Surfaces, or Park Surfaces	Please state the discount (%) off catalog/pricelist for Specialty Soils for Athletic Fields, Play Surfaces, or Park Surfaces. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
27	Discount (%) Off Catalog/Pricelist for All Types of Landscape Accent Products	Please state the discount (%) off catalog/pricelist for All Types of Landscape Accent Products (metal, plastic, steel, wood and other related items). Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
28	Discount (%) Off Catalog/Pricelist for All Other Types of Fertilizer and Grounds Chemicals	Please state the discount (%) off catalog/pricelist for All Other Types of Fertilizer and Grounds Chemicals. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		

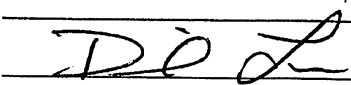
Exhibit "A"

Section V: Irrigation Supplies, Parts and Accessories					
29	Discount (%) Off Catalog/Pricelist for Residential/Commercial Irrigation Controllers	Please state the discount (%) off catalog/pricelist for Residential/Commercial Irrigation Controllers (solid state, light commercial application, 12 to 60 station capability and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
30	Discount (%) Off Catalog/Pricelist for Residential/ Commercial Irrigation Control Valves	Please state the discount (%) off catalog/pricelist for Residential/Commercial Irrigation Control Valves (1" to 4" pipe size; glass filled nylon, polyvinyl chloride (pvc) or brass construction; electrically controlled; flow control capability and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
31	Discount (%) Off Catalog/Pricelist for Residential/Commercial Irrigation Sprinkler Heads	Please state the discount (%) off catalog/pricelist for Residential/Commercial Irrigation Sprinkler Heads (fixed spray pattern, gear drive rotor 1/2" to 1" inlet, various fixed arcs, plastic construction and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
32	Discount (%) Off Catalog/Pricelist for Large Commercial/Central Controllers	Please state the discount (%) off catalog/pricelist for Large Commercial/Central Controllers (solid state or digital, computer driven, software to manage water distribution, central location to command field satellites, hard wired or wireless signal commands to field satellites and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	30%	2020 Toro Irrigation	
33	Discount (%) Off Catalog/Pricelist for Large Commercial Field Satellites	Please state the discount (%) off catalog/pricelist for Large Commercial Field Satellites (controls water distribution (sprinkler heads); stand alone or controlled by a central computer/controller; solid state; receives command signals either hard wire or radio link and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	30%	2020 Golf Irrigation	

Exhibit "A"

34	Discount (%) Off Catalog/Pricelist for Large Commercial Turf Sprinkler Heads	Please state the discount (%) off catalog/pricelist for Large Commercial Turf Sprinkler Heads (water distribution (sprinklers) for large turf areas; 31' minimum radius; minimum 12 GPM; minimum 1" inlet; plastic construction and related items). Catalog/Pricelist MUST be included or proposal will not be considered.	30%	2020 Toro Golf Irrigation	
35	Discount (%) Off Catalog/Pricelist for All Types of Drip Irrigation Products	Please state the discount (%) off catalog/pricelist for All Types of Drip Irrigation Products (residential, commercial and industrial). Catalog/Pricelist MUST be included or proposal will not be considered.	30%	2020 Toro Irrigation	
36	Discount (%) Off Catalog/Pricelist for All Types of Aerating Fountain Products, Equipment and Lighting	Please state the discount (%) off catalog/pricelist for All Types of Aerating Fountain Products, Equipment and Lighting (residential, commercial and industrial). Catalog/Pricelist MUST be included or proposal will not be considered.	10%	2020 Outerbine	
37	Discount (%) Off Catalog/Pricelist for All Types of Irrigation Bunker Pumps, Equipment and Supplies	Please state the discount (%) off catalog/pricelist for All Types of Irrigation Bunker Pumps, Equipment and Supplies. Catalog/Pricelist MUST be included or proposal will not be considered.	5%	2020 Watertronics	
38	Discount (%) Off Catalog/Pricelist for Water Chemicals and Dyes, Supplies and Accessories	Please state the discount (%) off catalog/pricelist for Water Chemicals and Dyes, Supplies and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
39	Discount (%) Off Catalog/Pricelist for Irrigation Equipment Repair Parts	Please state the discount (%) off catalog/pricelist for Irrigation Equipment Repair Parts. Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		
40	Discount (%) Off Catalog/Pricelist for Irrigation Equipment Service Agreements	Please state the discount (%) off catalog/pricelist for Irrigation Equipment Service Agreements. Catalog/Pricelist MUST be included or proposal will not be considered.	0%	Irrigation Service Agreement	
41	Discount (%) Off Catalog/Pricelist for Residential/Commercial Irrigation and Central Controllers Service Agreements	Please state the discount (%) off catalog/pricelist for Residential/Commercial Irrigation and Central Controllers Service Agreements (automatic software updates and technical support). Catalog/Pricelist MUST be included or proposal will not be considered.	No Bid		

Exhibit "A"

Section VI: Installation and Repair Service					
42	Not to Exceed Hourly Labor Rate for Installation/Repair Service and of Grounds Equipment and Products	Hourly Labor Rate for Installation/Repair of Grounds Maintenance Equipment and Related Products - State the Not to Exceed hourly labor rate for Installation/Repair Service of Grounds Maintenance Equipment and Products.	\$125.00 Hour		2 hour minimum
43	Not to Exceed Hourly Labor Rate for Field and Turf Preparation Work	Hourly Labor Rate for Field and Turf Preparation Work -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Field and Turf Preparation Work.	\$125.00 Hour		2 hour minimum
44	Not to Exceed Hourly Labor Rate for Installation/Transplanting of All Types of Trees, Shrubs and Landscaping Services	Hourly Labor Rate for Installation/Transplanting of All Types of Trees, Shrubs and Landscaping Services -- State the Not to Exceed hourly labor rate for Installation/Transplanting of All Types of Trees, Shrubs, and Landscaping Services.	No Bid		
45	Not to Exceed Hourly Labor Rate for Fertilizers, Chemicals, Specialty Soils, Play Surfaces, and Other Related Items	Hourly Labor Rate for Application of Fertilizers, Chemicals, Specialty Soils, Play Surfaces, and Other Related Items. -- State the Not to Exceed hourly labor rate for Application of Fertilizers, Chemicals, Specialty Soils, Play Surfaces, and Other Related Items.	No Bid		
46	Not to Exceed Hourly Labor Rate for Tree and Shrub Service and Stump Grinding	Hourly Labor Rate for Tree and Shrub Service and Stump Grinding -- State the Not to Exceed hourly labor rate for Tree and Shrub Service and Stump Grinding.	No Bid		
47	Not to Exceed Hourly Labor Rate for Installation/Repair Service and of Irrigation Equipment and Products	Hourly Labor Rate for Installation/Repair of Irrigation Equipment and Related Products -- State the Not to Exceed hourly labor rate for Installation/Repair Service of Irrigation Equipment and Products.	\$125.00 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 #611-20					
COMPANY NAME:		Professional Turf Products			
SIGNATURE OF AUTHORIZED REPRESENTATIVE:					
PRINTED NAME:		David Lau			
PHONE NUMBER:		888-776-8873			
EMAIL ADDRESS:		Laud@proturf.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.

Professional Turf Products, LP
Euless, TX United States

Certificate Number:
2020-691647

Date Filed:
11/19/2020

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, Tx

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.

BuyBoard 611-20

Toro commercial mowing and related ground maintenance equipment, large turf irrigation, pump station equipment and all related parts and services.

[illegible]

5 Check only if there is NO Interested Party.

☒

6 UNSWORN DECLARATION

My name is DAVID LAM, and my date of birth is [REDACTED].

My address is 1010 N. INDUSTRIAL BLVD, EULESS, TX, 76039, USA.
(street) (city) (state) (zip code) (country)

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

Executed in TARRANT County, State of TX, on the 19 day of NOV, 2020.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.15

Title: Consider a resolution authorizing the City Manager to issue a Purchase Order to Silsbee Ford for the purchase of City vehicles.

Type: Resolution

Governing Body: City Council

Agenda Date: 1/14/2021

Dept Director: Chad McDowell, General Services Director

Cost: \$481,239.22

Indexes: General Self-Financed Purchases

Attachments: Resolution, Quote, Form 1295

Department: General Services Department

Text of Legislative File 2021-012

General Services will establish a one-time purchase with Silsbee Ford, Inc. for Ford vehicles needed to support City Operations.

Replacing two F-150 trucks for Inspections Services, asset numbers 080229, and 080230.

We are replacing these two trucks because of higher mileage. We will be ordering two F-150 super cab trucks as replacements.

Replacing a Ford Ranger for Facility Maintenance, asset# 080217.

This vehicle was wrecked, and was a total loss this past year. We will be ordering an F-150 single cab as a replacement.

Replacing a Toyota Tacoma for Utilities, asset# 091086.

This vehicle is being replaced because of high mileage, and for fleet uniformity. We will be ordering an F-150 single cab as a replacement.

Replacing five Crown Victoria patrol vehicles.

These vehicle are high mileage, and older vehicle for patrol. We will be ordering five Explorer Interceptors as replacements.

Replacing a F-250 Animal Control truck.

This vehicle is being replaced because of high mileage. We will be ordering an F-150 Crew Cab as a Replacement.

Replacing an F-250 Crew Truck for PARD asset# 011338.

This vehicle is being replaced because of mileage, and age. We will be ordering an F-350 crew cab truck as a replacement.

Replacing an F-150 Single Cab Truck for Wastewater treatment plant asset# 080205.

This vehicle is being replaced because of high mileage and replacing it with a 2020 Ford Explorer to better fit their needs.

This contract was established through a competitive solicited cooperative process.

Cost: \$481,239.22

Source of Funds: General Self-Financed Purchases

RESOLUTION NO. R-2021-012

WHEREAS, the City of Round Rock (“City”) desires to purchase City vehicles; and

WHEREAS, the City is a member of the GoodBuy Purchasing Cooperative, a cooperative purchasing program; and

WHEREAS, Silsbee Ford is an approved vendor of the GoodBuy Purchasing Cooperative; and

WHEREAS, the City wishes to issue a purchase order to Silsbee Ford for the purchase of City vehicles, 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 Silsbee Ford for the purchase of City vehicles.

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 14th day of January, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



PRODUCT PRICING SUMMARY

GOODBUY 21 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email: _____

Email: gangelie.cowboyfleet@gmail.com

Product Description: 2020 FORD F-150 REG. CAB

Date: January 1, 2021

A. Bid Item: _____ A. Base Price: \$ 22,770.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
				EXT. WHITE	
	101A PACKAGE	\$ 2,280.00			
	POWER LOCKS/WINDOWS			SHORT BED	
	SYNC (BLUE TOOTH)			AM/FM/RADIO	
	FORDPASS CONNECT 4G WIFI			VINYL FLOORS	
	CRUISE CONTROL				
	3.3L V6			IN STOCK	
	6-SPD. AUTO				
	40/20/40 VINYL SEATS				

Total of B. Published Options: \$ 2,280.00

Published Option Discount (5%) \$ (114.00)

C. Additional Options [not to exceed 25%]

\$= 1.4 %

Options	Bid Price	Options	Bid Price
TRAILER HITCH W/WIRING	\$ 350.00		

Total of C. Unpublished Options: \$ 350.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: DISCOUNT \$ (1,549.00)

G. Additional Delivery Charge: 249 miles \$ 435.75

H. Subtotal: \$ 24,172.75

I. Quantity Ordered 1 x K = \$ 24,172.75

J. Trade in: _____ \$ -

K. GOODBUY Administrative Fee (\$300 per purchase order) _____

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 24,172.75



PRODUCT PRICING SUMMARY

GOODBUY 21 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2021 FORD F-150 CREW CAB

Date: January 1, 2021

A. Bid Item:

A. Base Price: \$ 27,670.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
	4X4 UPGRADE	\$ 3,351.00		EXT. WHITE	
	101A PACKAGE	\$ 920.00			
	POWER LOCKS/WINDOWS			SHORT BED	
	SYNC (BLUE TOOTH)			AM/FM/RADIO	
	FORDPASS CONNECT 4G WIFI			VINYL FLOORS	
	CRUISE CONTROL			40/0/40. CLOTH SEATS	
	REVERSE SENSING				
	5.0L V8	\$ 1,995.00			
	TRAILER TOW PACKAGE	\$ 1,090.00			
	SSV PACKAGE	\$ 50.00			

Total of B. Published Options: \$ 7,406.00

Published Option Discount (5%) \$ (202.75)

C. Additional Options [not to exceed 25%]

\$= -5.0 %

Options	Bid Price	Options	Bid Price
DISCOUNT	\$ (2,060.00)	TWO EXTRA KEYS	\$ 300.00

Total of C. Unpublished Options: \$ (1,760.00)

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: 2 YR. REG & INSPECTION

\$ 160.00

G. Additional Delivery Charge: 249 miles

\$ 435.75

H. Subtotal:

\$ 33,709.00

I. Quantity Ordered 1 x K =

\$ 33,709.00

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

\$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 34,009.00



PRODUCT PRICING SUMMARY

GOODBUY 21 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: gabelle.cowboyfleet@gmail.com

Product Description: 2020 FORD F-150 REG. CAB

Date: 1-1-21

A. Bid Item:

A. Base Price: \$ 22,770.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
		\$ -			
	V6				
	6-SPD AUTO				
	40/20/40 VINYL SEATS				
	8 FT. BED	\$ 295.00			
	AIR				
	101A PACKAGE	\$ 2,280.00			
	POWER LOCKS/WINDOWS				
	SYNC / FORD PASS CONNECT				
	CRUISE				

Total of B. Published Options: \$ 2,575.00

Published Option Discount (5%) \$ (128.75)

C. Additional Options [not to exceed 25%]

\$= 4.5 %

Options	Bid Price	Options	Bid Price
RKI BLACK TOOLBOX	\$ 675.00	2 EXTRA KEYS	\$ 200.00
FLOOR MATS	\$ 100.00	2 YR. REG. & LIC.	\$ 166.00

Total of C. Unpublished Options: \$ 1,141.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: DISCOUNT

\$ (1,548.00)

G. Additional Delivery Charge: 250 miles

\$ 437.50

H. Subtotal:

\$ 25,246.75

I. Quantity Ordered 1 x K =

\$ 25,246.75

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 25,246.75



PRODUCT PRICING SUMMARY

GOODBUY 21 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2021 FORD F-150 EXT. CAB

Date: January 1, 2021

A. Bid Item:

A. Base Price: \$ 24,328.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
	4X4/	\$ 2,495.00		EXT. WHITE	
	101A PACKAGE	\$ 2,280.00			
	REV. SENSING				
	CRUISE CONTROL			REAR CAMERA	
	POWER LOCKS/WINDOWS			V6	
	SYNC			10-SPD. TRANS	
	40/20/40 VINYL SEATS				
	AM/FM/RADIO				
	VINYL FLOORS				

Total of B. Published Options: \$ 4,775.00

Published Option Discount (5%) \$ (114.00)

C. Additional Options [not to exceed 25%]

\$= 1.6 %

Options	Bid Price	Options	Bid Price
2 YR. REG. & LIC.	\$ 166.00	2 EXTRA KEYS	\$ 200.00
FLOOR MATS	\$ 100.00		

Total of C. Unpublished Options: \$ 466.00

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: DISCOUNT

\$ (1,648.00)

G. Additional Delivery Charge: 290 miles

\$ 507.50

H. Subtotal:

\$ 28,314.50

I. Quantity Ordered 2 x K =

\$ 56,629.00

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 56,629.00



PRODUCT PRICING SUMMARY

GOODBUY 21 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email: _____

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2021 FORD F-350 DRW CREW CAB

Date: January 1, 2020

A. Bid Item: _____

A. Base Price: \$ 33,340.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
W3C		\$ -			
	6.7L V8 DIESEL	\$ 10,495.00			
	BRAKE CONTROLLER				
	POWER LOCKS/WINDOWS	\$ 1,075.00			
	10 -SPD. AUTO				
	RUNNING BOARDS	\$ 495.00			

Total of B. Published Options: \$ 12,065.00

Published Option Discount (5%) \$ (603.25)

C. Additional Options [not to exceed 25%]

\$= 14.1 %

Options	Bid Price	Options	Bid Price
FRONT & REAR LINERS	\$ 182.80	2 EXTRA PROGRAMMED KEYS	\$ 200.00
DRW MUDFLAPS	\$ 150.00	DEALER SERVICES	\$ 606.00
FRONT REPLACEMENT BUMPER	\$ 1,290.82		
VR10 WINCH / REMOVEABLE/ WITH CABLES	\$ 1,200.00	1 YR REG. & DOC FEE	\$ 551.50
BLACK HEADACHE RACK	\$ 375.00		
BLACK TOOLBOX	\$ 675.00		
4 WORK LIGHTS W/ SWITCH	\$ 450.00		
4 SURFACE MOUNT IONS	\$ 546.00		
15" ECCO REFLEX MINI LIGHTBAR AMBER	\$ 193.00		

Total of C. Unpublished Options: \$ 6,420.12

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: DISCOUNT

\$ (1,870.00)

G. Additional Delivery Charge: 0 miles

\$ -

H. Subtotal:

\$ 49,351.87

I. Quantity Ordered 1 x K =

\$ 49,351.87

J. Trade in: _____

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 49,351.87



PRODUCT PRICING SUMMARY

GOODBUY 21- 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2020 FORD EXPLORER

Date: January 1, 2021

A. Bid Item: K7B

A. Base Price: \$ 27,418.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
	2.3L ECO-BOOST				
	AUTO				
	CLOTH BUCKET SEATS				
	3RD. ROW SEATING				
	POWER WINDOWS/LOCKS				
	CRUISE				
	REAR CAMERA				
	SYNC				

Total of B. Published Options: \$ -

Published Option Discount (5%) \$ -

C. Additional Options [not to exceed 25%]

\$= -0.4 %

Options	Bid Price	Options	Bid Price
DISCOUNT	\$ (436.00)	2 EXTRA KEYS	\$ 200.00
		FLOOR MATS	\$ 125.00

Total of C. Unpublished Options: \$ (111.00)

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: 2 YR REG & DOC FEE

\$ 166.75

G. Additional Delivery Charge: 250 miles

\$ 437.50

H. Subtotal:

\$ 29,458.75

I. Quantity Ordered 1 x K =

\$ 29,458.75

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 29,458.75



PRODUCT PRICING SUMMARY

GOODBUY 21 - 8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF ROUND ROCK

Prepared by: GLEN ANGELLE

Contact: SCOTT PARKER

Phone: 409-880-9191

Email:

Email: gangelles.cowboyfleet@gmail.com

Product Description: 2021 FORD INTERCEPTOR UTILITY AWD

Date: January 1, 2021

A. Bid Item:

A. Base Price: \$ 32,932.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
99B	3.3L V6	\$ -		EXT BLACK	
17A	REAR A/C	\$ 610.00		INT CLOTH BUCKETS/REAR VINYL	
51S	DUAL LED SPOTLIGHTS	\$ 620.00		SYNC (HAND FREE)	
60A	GRILL WIRING	\$ 50.00		4 KEYS	
86T	RR TAILLAMP HSG.	\$ 60.00		CRUISE	
55F	KEYLESS ENTRY	\$ 340.00		SYNC (HAND FREE)	
	PRE DRILLED HEADLAMP HOUSING				
	POWER WINDOWS/LOCKS				
	AM/FM/CD/				
	REAR CAMERA				

Total of B. Published Options: \$ 1,680.00

Published Option Discount (5%) \$ (84.00)

C. Additional Options [not to exceed 25%]

\$= 0.2 %

Options	Bid Price	Options	Bid Price
2 YR. REG. & DOC FEE	\$ 166.75	DISCOUNT	\$ (92.00)

Total of C. Unpublished Options: \$ 74.75

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment: EMERGENCY EQUIPMENT

\$ 17,674.47

G. Additional Delivery Charge: 295 miles

\$ 516.25

H. Subtotal:

\$ 52,793.47

I. Quantity Ordered 5 x K =

\$ 263,967.35

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

\$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 264,267.35

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

SILSBEE FORD
Beaumont, TX United States

Certificate Number:
2020-697929

Date Filed:
12/10/2020

Date Acknowledged:

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

CITY OF ROUND ROCK

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
PURCHASE OF VEHICLES

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	DONALSON, DREW	JASPER, TX United States	X	

5 Check only if there is NO Interested Party. ☐

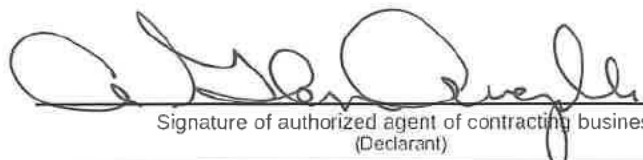
6 UNSWORN DECLARATION

My name is A. Glan Angelle, and my date of birth is [REDACTED]

My address is 1211 U.S. Hwy 69 (street), Silbree (city), Tx (state), 77656 (zip code), US (country)

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

Executed in Hardin County, State of Tx, on the 10 day of 12, 2020
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: I.1

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: 1/14/2021

Dept Director:

Cost:

Indexes:

Attachments:

Department: Administration

Text of Legislative File TMP-21-021



City of Round Rock

Agenda Item Summary

Agenda Number: I.2

Title: Consider Executive Session as authorized by §551.072, Government Code, related to the sale and/or value of real property to wit: 100 Tower Drive, Round Rock, Texas.

Type: Executive Session

Governing Body: City Council

Agenda Date: 1/14/2021

Dept Director:

Cost:

Indexes:

Attachments:

Department: Administration

Text of Legislative File TMP-21-022