



City of Round Rock

City Council - Packet Briefing

Meeting Agenda

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

Tuesday, March 23, 2021

7:30 AM

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. CITIZEN COMMUNICATION

[Pursuant to Texas Government Code, Section 551.007 which allows the public to speak for a total of three (3) minutes on any of the agenda items listed below - excluding any executive sessions.]

D. STAFF BRIEFING:

- D.1 Consider staff briefings and Council member discussion and/or questions regarding items on the agenda for the March 25, 2021 City Council meeting.

E. ADJOURNMENT

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 19th day of March 2021 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

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



City of Round Rock

City Council

Meeting Agenda

Craig Morgan, Mayor
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, March 25, 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 Planning and Development 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 March 11, 2021 Special Called and Regular City Council meetings.
- F.2 Consider a resolution authorizing the Mayor to execute an Agreement with Dahill Office Technology Corporation for the lease of copiers and related goods and services.

G. RESOLUTIONS:

- G.1 Consider a resolution authorizing the Mayor to execute a Joint Election Agreement and Contract for Election Services with Williamson County for the May 1, 2021 General Election.
- G.2 Consider a resolution authorizing the Mayor to execute a Customer Service Order with Charter Communications Operating, LLC on behalf of Spectrum, for an internet upgrade for 1Gigabyte Fiber at 2701 North Mays Street.
- G.3 Consider a resolution authorizing the Mayor to execute a Standard Form of Agreement between Owner and Contractor with SKE Construction, LLC for the South Creek A/C Waterline Rehabilitation Project.
- G.4 Consider a resolution authorizing the Mayor to execute a Contract with Atlas Construction, Co. for the University Boulevard Water Main Extension Project.
- G.5 Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with TSIT Engineering and Consulting, LLC for construction material testing services for the Brushy Creek Regional Wastewater System - East Plant Expansion Project.
- G.6 Consider a resolution determining the necessity for, and authorizing the use of the City's power of eminent domain to acquire an electric utility easement in a 0.120-acre tract of land (Parcel 141) from property owned by Reyna Gonzales and Jose Gonzales for the BCRUA Phase 2 raw water delivery project.
- G.7 Consider a resolution determining the necessity for, and authorizing the use of the City's power of eminent domain to acquire an electric utility easement in 0.467-acre of land (Parcel 77) from property owned by Mark L. Etheridge and Linda M. Etheridge for the BCRUA Phase 2 raw water delivery project.
- G.8 Consider a resolution determining the necessity for, and authorizing the use of the City's power of eminent domain to acquire an electric utility easement in 0.759-acre of land (Parcel 201) from property owned by Mark A. Snyder and Mary Jeanene Snyder for the BCRUA Phase 2 raw water delivery project.

- G.9 Consider a resolution determining the necessity for, and authorizing the use of the City's power of eminent domain to acquire an electric utility easement in 0.288-acre of land (Parcel 98) from property owned by Edd Mack Fulkes, III and Nancy Carolyn Fulkes for the BCRUA Phase 2 raw water delivery project.
- G.10 Consider a resolution determining the necessity for, and authorizing the use of the City's power of eminent domain to acquire an electric utility easement in 0.417-acre of land (Parcel 97) from property owned by Mary F. Cameron and Claud G. Cameron for the BCRUA Phase 2 raw water delivery project.
- G.11 Consider a resolution determining the necessity for, and authorizing the use of the City's power of eminent domain to acquire an electric utility easement in 0.115-acre of land (Parcel 93) from property owned by Stephen V. Megna for the BCRUA Phase 2 raw water delivery project.
- G.12 Consider a resolution determining the necessity for, and authorizing the use of the City's power of eminent domain to acquire a subsurface tunnel easement through and across 1.735-acres (Parcel 45,46,49), a temporary monitoring well access easement in 0.008 acre (Parcel 45MW-AE), and a temporary monitoring well easement in 0.0006-acre (Parcel 45MW) of land, from property owned by AC Sandy Creek Yacht Club Marina, LLC for the BCRUA Phase 2 raw water delivery project.

H. ORDINANCES:

- H.1 Consider public testimony regarding, and an ordinance rezoning a 6.84-acre tract of land located on the east side of Chisholm Trail and south of W. Old Settlers Boulevard from the C-1 (General Commercial) zoning district to the PUD (Planned Unit Development) No. 126 zoning district. (First Reading)*

I. COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

J. EXECUTIVE SESSION:

- J.1 Consider executive session as authorized by §551.071 Government Code related to consultation with the City Attorney regarding a potential legal challenge to the City's emergency ordinance mandating face coverings.

K. ACTION RELATIVE TO EXECUTIVE SESSION:

- K.1 Consider possible action regarding a potential legal challenge to the City's emergency ordinance mandating face coverings.

L. ADJOURNMENT

**Pursuant to the terms of Section 3.13 of the Round Rock Home Rule Charter, the second reading of this ordinance may be dispensed with by an affirmative vote of all the City Council members present.*

In addition to any executive session already listed above, the City Council for the City of Round Rock reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by Texas Government Code:

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Round Rock City Council Meeting was posted on the 19th day of March 2021 at 5:00 p.m. as required by law in accordance with Section 551.043 of the Texas Government Code.

/ORIGINAL SIGNED/

Meagan Spinks, Deputy City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: E.1

Title: Consider a presentation and department update from Planning and Development Services.

Type: City Council Presentation

Governing Body: City Council

Agenda Date: 3/25/2021

Dept Director: Brad Wiseman, Planning & Development Services Director

Cost:

Indexes:

Attachments:

Department: Planning and Development Services Department

Text of Legislative File TMP-21-191



City of Round Rock

Agenda Item Summary

Agenda Number: F.1

Title: Consider approval of the minutes for the March 11, 2021 Special Called and Regular City Council meetings.

Type: Minutes

Governing Body: City Council

Agenda Date: 3/25/2021

Dept Director: Sara White, City Clerk

Cost:

Indexes:

Attachments: 031121 Special Called Draft minutes, 031121 Draft Minutes

Department: City Clerk's Office

Text of Legislative File TMP-21-214



City of Round Rock

Meeting Minutes - Draft

City Council Special Called Meeting

Thursday, March 11, 2021

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.

All Council Members were present in the City Council chambers, however members of the public were able to speak during Citizen Communication and public hearings by both Zoom video conferencing or by attending the meeting in person in the City Council chambers..

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 a Special Called Session on Thursday, March 11, 2021 in the City Council chambers located at 221 E. Main Street. Mayor Morgan called the session to order at 5:01PM.

ROLL CALL

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

Absent: 0

EXECUTIVE SESSION:

- C.1** [Consider Executive Session as authorized by §551.087 Government Code, related to the deliberation of an offer of a financial or other incentive to business prospects that seek to locate or re-locate inside the City of Round Rock.](#)

The City Council recessed to Executive Session.

Mayor Morgan called the session to order at 5:02PM and adjourned it at 5:51PM.

The City Council then reconvened and no action was taken.

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 5:52PM.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Meeting Minutes - Draft

City Council

Thursday, March 11, 2021

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.

All Council Members were present in the City Council chambers, however members of the public spoke during Citizen Communication and public hearings by Zoom video conferencing and by attending the meeting in person in the City Council chambers.

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, March 11, 2021 in the City Council Chambers located at 221 E Main Street, Round Rock. Mayor Morgan called the session to order at 6:06PM.

ROLL CALL

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

Absent: 0

PLEDGES OF ALLEGIANCE

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

CITIZEN COMMUNICATION

The following people spoke during Citizen Communication:

RJ Barber, 1700 Goodson Lane, spoke to the City Council regarding the number of garage sales a person is allowed to have in one year.

Chuck Sanders, 1613 Willow Vista, spoke to the City Council regarding the City's mask ordinance.

Tina Steiner, 608 Spring Street, spoke to the City Council and thanked them for extending the mask ordinance.

STAFF PRESENTATIONS:**E.1** [Consider a presentation regarding the City's biennial survey.](#)

Will Hampton and Jason Morado with the ETC Institute made the presentation to the City Council.

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

RESOLUTIONS:**G.4** [Consider a resolution removing the monarch designation for seven trees located on the site of the proposed C.D. Fulkes Middle School Rebuild.](#)

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

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

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

Nays: 0

Absent: 0

G.5 Consider a resolution authorizing the Mayor to execute a Services Agreement with the property owners of 47.94 acres along Westview Drive, south of Gattis School Road.

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

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

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

Nays: 0

Absent: 0

ORDINANCES:

H.1 Consider public testimony regarding, and an ordinance annexing 47.94 acres of land located along Westview Drive, south of Gattis School Road, and the Westview Drive right-of-way. (First Reading)*

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

Mayor Morgan opened the hearing for public testimony.

There being none, the public hearing was closed.

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

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

Nays: 0

Absent: 0

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

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

Nays: 0

Absent: 0

H.2 [Consider public testimony regarding, and an ordinance zoning 47.94 acres located along Westview Drive, south of Gattis School Road to the Planned Unit Development \(PUD\) No. 125 zoning district. \(First Reading\)*](#)

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

Mayor Morgan opened the hearing for public testimony.

Jamie Lodes, 2942 Donnell Drive, spoke regarding parcel three of the properties.

Marco Leal, 5 Westview Drive, spoke regarding the storage lot next to the property.

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

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

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

Nays: 0

Absent: 0

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

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

Nays: 0

Absent: 0

H.3 Consider public testimony regarding, and an ordinance rezoning 1.02 acres located on the north side of Ledbetter Street, west of Clark Street from the C-1 (General Commercial) zoning district to the SF-2 (Single-Family - Standard Lot) zoning district. (First Reading)*

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

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

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

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

Nays: 0

Absent: 0

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

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

Nays: 0

Absent: 0

Mayor Morgan continued with the regular order of the agenda.

APPROVAL OF MINUTES:

F.1 [Consider approval of the minutes for the February 25, 2021 City Council meeting.](#)

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

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

Nays: 0

Absent: 0

RESOLUTIONS CONTINUED:

G.1 [Consider a resolution authorizing the Mayor to execute a Letter Agreement with Comet Realty, L.L.C. for purchase of a trail easement in and across a 0.519-acre parcel.](#)

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

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

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

Nays: 0

Absent: 0

- G.2** [Consider a resolution authorizing the submittal of a grant application for FY2021 Coronavirus Response & Relief Supplement Appropriations Act \(CRRSAA\) funding from the Federal Transit Administration \(FTA\) for the funding of operating expenses for the fixed route bus system and ADA paratransit services.](#)

Gary Hudder, Transportation Director, made the staff presentation.

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

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

Nays: 0

Absent: 0

- G.3** [Consider a resolution authorizing the Mayor to execute Quantity Adjustment/Change Order No. 1 with PM Construction & Rehab, LLC for the Lake Creek 10 & 11 Wastewater Improvements Project.](#)

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

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

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

Nays: 0

Absent: 0

APPOINTMENTS:

I.1 [Consider one appointment to the CAPCOG General Assembly to fill a vacancy.](#)

A motion was made by Mayor Morgan, seconded by Council Member Montgomery, to Appoint Council Member Frank Ortega to the CAPCOG General Assembly. The motion passed by the following vote:

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

Nays: 0

Absent: 0

I.3 [Consider one \(1\) appointment of an Ad-Hoc Member to the Capital Improvements Advisory Committee \(CIAC\) to fill an unexpired term.](#)

A motion was made by Mayor Pro-Tem Flores, seconded by Council Member Baker, to appoint Manual Azuara. The motion passed by the following vote:

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

Nays: 0

Absent: 0

I.2 Consider two (2) appointments to the Planning & Zoning Commission to fill unexpired terms.

A vote/poll of the City Council was taken for the first of two appointments:

Total votes received

Aaron Dominguez	1
Alisha Austin	0
Ashley Walker	0
Christina Gandara	0
David Duhon	0
Edward Youmans	2
Hollis Bone	3
Jacob Bickers	0
Jason Martin	0
Keither Villegas	0
Marcus Barton	0
Nathan Greer	0
Selicia Sanchez-Adame	1

Due to no applicants getting at least 4 votes a second vote was taken between the top two vote receivers. The result of the second vote/poll is below:

Total votes received

Edward Youmans	3
Hollis Bone	4 <i>Appointed to term expiring August 2022</i>

A vote/poll of the City Council was taken for the second of two appointments:

Total votes received

Aaron Dominguez	2
Alisha Austin	0
Ashley Walker	0
Christina Gandara	0
David Duhon	0
Edward Youmans	2
Jacob Bickers	0
Jason Martin	0
Keither Villegas	0
Marcus Barton	0
Nathan Greer	0
Selicia Sanchez-Adame	3

Due to no applicants getting at least 4 votes a second vote was taken to break a tie between Aaron Dominguez and Edward Youmans. The result of

the second vote/poll is below:

	Total votes received
Aaron Dominguez	5
Edward Youmans	2

Lastly a final vote was taken between Aaron Dominguez and Selicia Sanchez-Adame - the two top vote getters for the second position on P&Z:

	Total votes received
Aaron Dominguez	3
Selicia Sanchez-Adame	4 <i>Appointed to term expiring August 2022</i>

COUNCIL COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

EXECUTIVE SESSION:

- K.1 [Consider Executive Session as authorized by §551.074 Government Code, related to the evaluation of the Municipal Judge.](#)
- K.2 [Consider Executive Session as authorized by §551.087, Government Code, related to consultation with the City Attorney regarding potential legal issues with the Economic Development Program Agreement with Crow Group Series, LLC.](#)

The City Council recessed to executive session. Mayor Morgan called the session to order at 7:50PM and adjourned it at 8:56PM.

The City Council reconvened to regular session and took no action on the executive session items.

ADJOURNMENT

There being no further business, Mayor Morgan adjourned the meeting at 8:57PM.

Respectfully Submitted,

Sara L. White, City Clerk



City of Round Rock

Agenda Item Summary

Agenda Number: F.2

Title: Consider a resolution authorizing the Mayor to execute an Agreement with Dahill Office Technology Corporation for the lease of copiers and related goods and services.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/25/2021

Dept Director: Susan Morgan, CFO

Cost:

Indexes:

Attachments: Resolution, Exhibit A, Form 1295

Department: Finance Department

Text of Legislative File 2021-071

The City of Round Rock is seeking a five-year lease agreement with Dahill Office Technology Corporation, dba Xerox Business Solutions Southwest, for Xerox multi-function copiers and related services and supplies to all departments of the City. Xerox is the City's incumbent vendor and the current copier lease with Xerox is at an end. New leased copiers will be provided to all designated City department locations and offer uniformity and cost savings to the City. The multi-function copiers will be linked to the City computer network and will allow for multiple document functions such as copying, printing, scanning as well as new eFax, SharePoint and Laserfiche scanning functionality.

The new lease contract offers the best value to the City when compared to other contracting options. The City will now have a new pooled black & white and color copy allowance on the entire City fleet leading to greater cost saving. The new base rate per month is \$11,999.00 which totals \$143,999 per year. This new contract costs about \$355 per month more than the previous Xerox contract, for a slight price difference the City gains new multi-function copier units with upgraded operational capabilities.

RESOLUTION NO. R-2021-071

WHEREAS, the City of Round Rock (“City”) desires to acquire copiers for City facilities and to purchase maintenance services and other goods and services related to said copiers, and

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

WHEREAS, Dahill Office Technology Corporation DBA “Xerox Business Solutions Southwest” (“Dahill Office”) is an approved vendor of the PACE Purchasing Cooperative, and

WHEREAS, the City desires to acquire copiers and purchase related goods and services from Dahill Office through PACE Purchasing Cooperative, 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 Copier Lease Services and Solutions with Dahill Office, 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 25th day of March, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT**"A"**

**CITY OF ROUND ROCK AGREEMENT
FOR COPIER LEASE SERVICES AND SOLUTIONS WITH
DAHILL OFFICE TECHNOLOGY CORPORATION
DBA "XEROX BUSINESS SOLUTIONS SOUTHWEST"**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

This Agreement is for the acquisition of copiers for City facilities, and for related goods and services including delivery, installation, maintenance and warranty coverage, and is referred to herein as the "Agreement." This Agreement is made and entered into on this the ____ day of the month of February, 2021, 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 DAHILL OFFICE TECHNOLOGY CORPORATION dba "XEROX BUSINESS SOLUTIONS SOUTHWEST", whose offices are located at 8200 IH 10 West, Suite 400, San Antonio, Texas 78230 referred to herein as "Xerox" or the "Vendor." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to acquire copiers for City facilities and to purchase maintenance services and other goods and services related to said copiers, including but not limited to delivery, installation, maintenance and warranty coverage, and City desires to obtain same from Vendor; and

WHEREAS, City is a member of the PACE Purchasing Cooperative ("PACE") and Vendor is an approved PACE vendor; and

WHEREAS, City desires to acquire copiers and purchase related services from Vendor through PACE 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:

00463924/ss2

1.0 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to obtain specified goods and Vendor is obligated to provide specified goods. The Agreement includes the following: (a) pages one (1) through eight (8) of this document; (b) the "Price Proposal" dated January 15, 2021 (attached as Exhibit "A" and incorporated herein by reference for all purposes); the Lease Schedule (attached as Exhibit "B" and incorporated herein by reference for all purposes); (c) the Managed Documents Services Agreement (attached as Exhibit "C" and incorporated herein by reference for all purposes); (d) and any exhibits, addenda, and/or amendments thereto.

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

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

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

E. **Vendor** means Dahill Office Technology Corporation dba Xerox Business Solutions Southwest, or any successors or assigns.

2.0 EFFECTIVE DATE

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 is for sixty (60) months from the effective date hereof.

C. Prices shall be firm for the duration of this Agreement. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, or any other extraneous charges.

3.0 SCOPE OF WORK

The Scope of Work is described in Exhibit "A," Exhibit "B," and Exhibit "C," all attached hereto.

4.0 COSTS

City agrees to pay Vendor the amounts set forth in Exhibit "A," Exhibit "B," and Exhibit "C" for copiers and related costs.

5.0 INVOICES

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

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

6.0 NON-APPROPRIATION AND FISCAL FUNDING

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

7.0 PROMPT PAYMENT POLICY

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

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

8.0 GRATUITIES AND BRIBES

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

9.0 TAXES

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

10.0 INSURANCE

Vendor shall meet all City of Round Rock insurance requirements set forth on the City's website at:

<https://www.roundrocktexas.gov/wp-content/uploads/2020/07/Insurance-Requirements-1.pdf>

11.0 CITY'S REPRESENTATIVE

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

Teresa Reddy
Purchasing Manager
221 East Main Street
Round Rock, TX 78664
(512) 218-5457
treddy@roundrocktexas.gov

12.0 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City acquiring the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any.

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

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Becomes insolvent or seeks relief under the bankruptcy laws of the United States and is unable to perform its material obligations under the Agreement.

13.0 TERMINATION AND SUSPENSION

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

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

14.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

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

15.0 ASSIGNMENT AND DELEGATION

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

16.0 NOTICES

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

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

Notice to Vendor:

Dahill Office Technology Corporation
dba "Xerox Business Solutions Southwest"
8200 IH 10 West, Suite 400
San Antonio, TX 78230

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

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

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

17.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

18.0 EXCLUSIVE AGREEMENT

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

19.0 DISPUTE RESOLUTION

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

20.0 SEVERABILITY

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

being void should a provision which is of the essence of this Agreement be determined void.

21.0 MISCELLANEOUS PROVISIONS

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

B. Time is of the Essence. 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.

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

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

[Signatures on the following page]

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

City of Round Rock, Texas

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

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Dahill Office Technology Corporation


By:  _____
Printed Name: Doug Vroegh
Title: VP of Finance & Administration
Date Signed: 02/23/2021

Exhibit "A"

Xerox Business Solutions Southwest Pricing Summary

Prepared Exclusively for City of Round Rock

Pricing is based on PACE Purchasing Cooperative Contract P00161

The following section represents a summary of the Xerox products that have a common intuitive user experience, are mobile & cloud ready, benchmark security and enables next generation services.

xerox[™] Business Solutions Southwest

Exhibit "A"

(1) Xerox AltaLink B8170

Recommended Monthly Volume: Up to 125,000 impressions/month

72 ppm B&W

Up to 140ipm color scanning

200-sheet single pass document feeder

Network printing at 1200x1200 dpi

Standard 4,600 sheet capacity in 4-drawers

100-sheet bypass tray

2/3 Hole Punch

Office Finisher

Adobe PostScript 3, PCL

250 GB HDD / 1.8 GHz Quad-Core / 4 GB system memory

Print to/scan from USB memory stick

Mobile Printing, Xerox App Gallery

Encryption, Disk overwrite security, secure print



(11) Xerox AltaLink B8155

Recommended Monthly Volume: Up to 100,000 impressions/month

55 ppm B&W

Up to 140ipm color scanning

200-sheet single pass document feeder

Network printing at 1200x1200 dpi

Standard 4,600 sheet capacity in 4-drawers

2/3 Hole Punch

Office Finisher

(1) Convenience Stapler (Not Shown)

100-sheet bypass tray

Adobe PostScript 3, PCL

250 GB HDD / 1.8 GHz Quad-Core / 4 GB system memory

Print to/scan from USB memory stick

Mobile Printing, Xerox App Gallery

Encryption, Disk overwrite security, secure print



(5) Xerox 3345

Recommended Monthly Volume: Up to 6,000 impressions/month

42 ppm B&W

Duplex output/input

Network printing at 600x600 dpi

Standard 250 sheet capacity

50-sheet bypass tray

50-sheet ADF



Exhibit "A"

(12) Xerox AltaLink C8135

Recommended Monthly Volume: Up to 15,000 impressions/month

35 ppm B&W / 35ppm Color

Up to 139ipm color scanning

130-sheet single pass document feeder

Network printing at 1200x2400 dpi

Standard 2,080 sheet capacity in 4-drawers

100-sheet bypass tray

(9) 2/3 Hole Punch

(2) High Capacity Feeder - 3,000 Sheets (Not Shown)

(1) Dual Band Wireless

(11) Office Finisher

Adobe PostScript 3, PCL

Print to/scan from USB memory stick

Mobile Printing, Xerox App Gallery

Encryption, Disk overwrite security, secure print



(19) Xerox AltaLink C8145

Recommended Monthly Volume: Up to 20,000 impressions/month

45 ppm B&W / 45ppm Color

Up to 139ipm color scanning

130-sheet single pass document feeder

Network printing at 1200x2400 dpi

Standard 3,040 sheet capacity in 4-drawers

(4) High Capacity Feeder 3,000 Sheets (Not Shown)

(1) Convenience Stapler (Not Shown)

(1) Foreign Interface Kit

(13) 2/3 Hole Punch

Office Finisher

100-sheet bypass tray

Adobe PostScript 3, PCL

Print to/scan from USB memory stick

Mobile Printing, Xerox App Gallery

Encryption, Disk overwrite security, secure print



(9) Xerox AltaLink C8155

Recommended Monthly Volume: Up to 22,000 impressions/month

55 ppm B&W / 55ppm Color

Up to 139ipm color scanning

130-sheet single pass document feeder

Network printing at 1200x2400 dpi

Standard 3,040 sheet capacity in 4-drawers

100-sheet bypass tray

2/3 Hole Punch

Office Finisher

Adobe PostScript 3, PCL

Print to/scan from USB memory stick

Mobile Printing, Xerox App Gallery

Encryption, Disk overwrite security, secure print



Exhibit "A"

(2) Xerox C405

Recommended Monthly Volume: Up to 5,000 impressions/month

36 ppm B&W and Color

Up to 40ipm scanning

50-sheet single-pass duplex automatic document feeder

Duplex output/input

Network printing at 1200x1200 dpi

Standard 550 sheet capacity

150-sheet bypass tray

Stand with Storage



(1) Instant Print Kiosk

Recommended Monthly Volume: Up to 12,000 impressions/month

55 ppm B&W and Color

Up to 133ipm scanning

130-sheet single-pass duplex automatic document feeder

Duplex output/input

Printing at 1200x2400 dpi

Standard 2,940 sheet capacity

100-sheet bypass tray



Epson SureColor T5170 Wide Format

Network Print Color Printer

EPSON SureColor T-Series Multi-function Scanner Kit for 36"

Single Sheet Bypass Tray



Exhibit "A"

City of Round Rock Current Spend

Current Monthly Spend Total of 61 Devices
Monthly Lease Payment: \$11,644.67
Average Monthly Overages: \$367.25
Total Monthly Spend: \$12,011.92

City of Round Rock Pricing Summary

Fleet Pricing Summary with XMedius Fax Solution Includes XBSSW App, and Bridge to Laserfiche App for 54 Devices Pricing is based on PACE Purchasing Cooperative Contract		
QTY	Proposed Model	60 Month Lease and Maintenance Payment
1	Xerox B8170	\$11,999.59 / Month
11	Xerox B8155	
5	Xerox 3345	
9	Xerox C8155H2	
12	Xerox C8135T2	
19	Xerox C8145H2	
2	Xerox C405DN	
1	Instant Print Kiosk	
1	Epson Sure Color T5270	
1	Xerox WC6515DN (Current Unit left in place- New)	

Service Pricing Summary - Included in Above Pricing		
Fleet Pool	Allowance	Cost per Copy Rates
Xerox B8170	B/W: 293,680 Color: 94,314	B/W: \$0.0053 Color: \$0.037
Xerox B8155		
Xerox 3345		
Xerox C8155H2		
Xerox C8135T2		
Xerox C8145H2		
Xerox C405DN		

Contractual and Other Requirements

- Pricing is based on PACE Purchasing Cooperative Contract P00161.
- All equipment proposed is 100% factory newly manufactured models.
- Includes delivery, installation, network analyst services and training.
- Includes all OEM toner, parts, and service (with the exception of paper).
- All equipment is eligible for XBS Replacement Guarantee.
- Includes all new software version releases, revisions, patches, etc.
- All service performed by certified Xerox technicians.
- 24/7 Web-based support.

*The information contained in this catalog is confidential or proprietary and is designed for the sole use of
City of Round Rock.*

Bridge to Laserfiche App

Ballistic Echo's Bridge to Laserfiche® is a convenient on-ramp into Laserfiche's powerful content and document management solution.

Bridge to Laserfiche works with Xerox® ConnectKey® devices to quickly and securely scan and process documents, helping you work smarter and more efficiently.



With Bridge to Laserfiche, documents are scanned and processed quickly and securely with the help of templates and Laserfiche's support of template field data and tokens. Additional features include the ability to search for files, folders and template field data and print the results from any Xerox® ConnectKey® Technology-enabled device.

Please note, this requires the Bridge to Laserfiche Service App, which can be obtained via the download link at laserfiche.ballisticecho.com. Ballistic Echo's Bridge to Laserfiche also requires an on-premise Laserfiche (v10.2+) server on the same network as the Bridge to Laserfiche Service App.

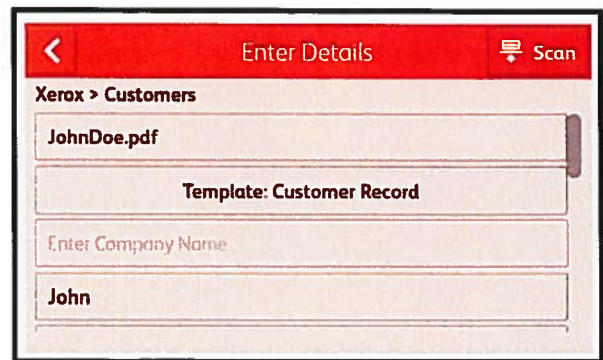
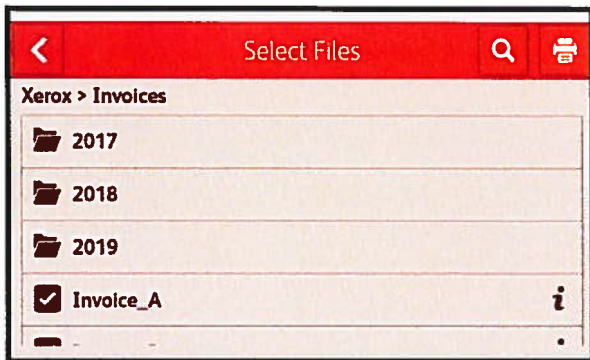


Exhibit "A"

XBSFLOW

Cloud Connected, Endless Possibilities

Cloud-based app custom-built for Xerox ConnectKey Devices -
Transform data on paper into editable digital information

XBS Flow is a cloud service that enables users to securely scan and convert documents into their preferred format.

- ✓ Reduces Transcribing
- ✓ Eliminates Errors
- ✓ Minimizes Scanning Time



Exhibit "A"

XBSFLOW

Cloud Connected, Endless Possibilities

Document Conversion

Easily digitize data trapped on paper by scanning the document and converting it into editable file formats like Microsoft Word, Excel or a searchable PDF format.

ScanTo Repository

Scan documents into repositories such as Dropbox, SharePoint or Xerox DocuShare. XBS Flow provides easy capture and conversion of paper documents into repositories using the Xerox ConnectKey device scanning function, saving both time and money!

ScanTo Fax

XBS Flow provides outbound faxing, without the need of a fax card or faxline at the device. Save money from expending fax lines and eliminate using dated fax machines.

◆ Simple to Deploy

◆ Easy to Use

◆ Cost Effective

◆ Secure



xerox
DocuShare



xerox.com/southwestus

(800) 413-3526

A virtual faxing solution

Learn more at www.xmedius.com

XMedius

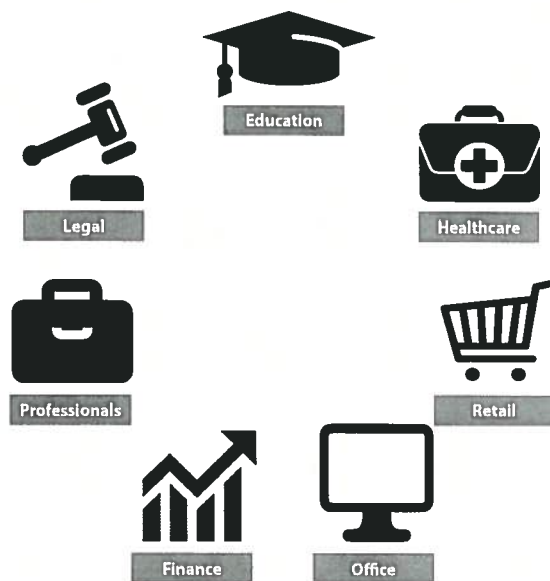
XMediusFAX® Cloud



Redefining the market when it pioneered the Fax over IP server in 2002, XMediusFAX® is a global leader in software only FoIP and cloud based fax solutions. With XMediusFAX®'s suite of on-premise and cloud fax products all your document processing needs are covered.

Now our enterprise level cloud faxing services are available through an easy to deploy app that leverages Xerox® ConnectKey® Technology platform. The XMediusFAX® Cloud app for devices built on ConnectKey® Technology is your answer to easy hassle free faxing!

Quickly enable a reliable, secure, simple and scalable Cloud Fax Solution.



Ideal for faxing: Patient Records, Prescriptions, Contracts, Legal Documents, Reports, Transcripts, Financial Records, Invoices, Insurance Forms etc.

Cloud is the way to go!

In today's well-connected business landscape the cloud technology has emerged as a valuable option for businesses with limited IT resources. Cloud-based solutions give you immediate access to technologies and resources without any upfront capital investments. And because these solutions are highly scalable, they can quickly adapt to changing business needs; giving you the freedom to operate at your own pace.

When it comes to business faxing we have you covered!

XMedius as a global fax industry leader with XMediusFAX®, is now offering a turnkey, cloud-based fax solution as part the of Xerox® ConnectKey® Technology ecosystem. This virtual fax kit solution is compatible with and accessible from a wide spectrum of Xerox® Multifunction Printers (MFPs) and does not require any fax board, parts and service labor.

XMediusFAX® Cloud App for Xerox® ConnectKey® Technology

XMediusFAX® Cloud app enables end users to send or receive faxes directly from a Xerox® ConnectKey®-enabled MFP or as an option through an email application (Microsoft Outlook, Exchange, etc) from basically anywhere in the world!

No more IT headaches

XMediusFAX® Cloud app simplifies and eliminates the IT burden associated with installation, configuration and maintenance of fax kits by providing access to a redundant, high-availability cloud-based faxing solution with no additional infrastructure expenditure such as maintenance and upgrades.

Pre-Paid gives you freedom!

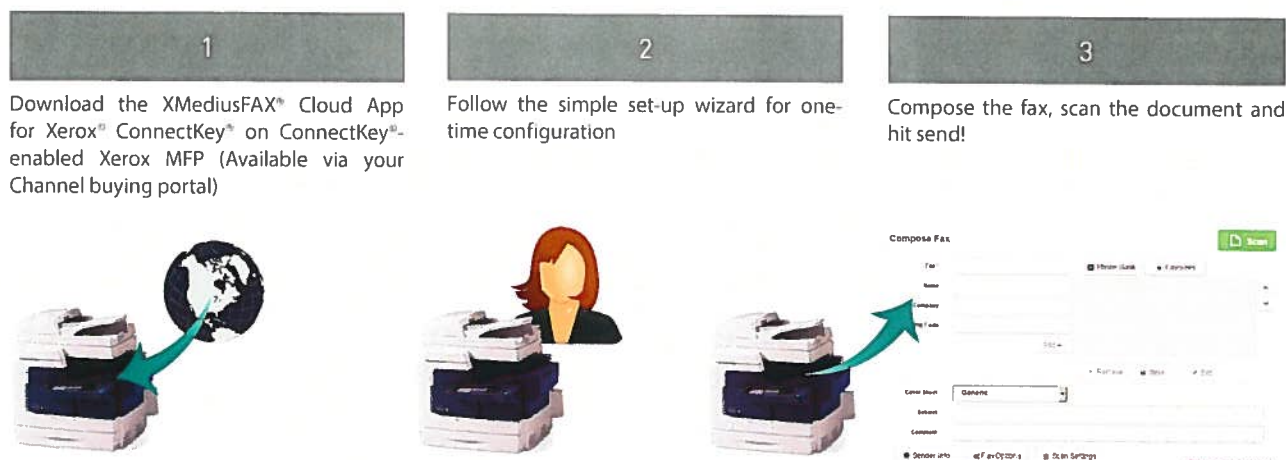
As a customer you only pay for what you use with different pre-paid fax credit bundles available to meet your needs. XMediusFAX® Cloud app debits the customer account for each page of fax the company sends or receives.



A virtual faxing solution
Learn more at www.xmedius.com



XMediusFAX® Cloud Simplified Workflow



Simple is Always Better!

Recognizing that simple is always better, the full capability of the XMediusFAX® Cloud app is now available through a lightweight fax app that operates within the Xerox® ConnectKey®-enabled environment. This app helps streamline business faxing by offering:

Easy Setup

- Quick and easy app deployment. Contact your Xerox Channel Partner for all the details
- Remote or onsite app installation
- Smart on-screen set-up
- Easy on-boarding directly through the set up wizard
- Minimal IT intervention
- Multilingual interface (EN, FR, DE)

Pay As You Go

- Simplified pre-paid payment option
- Automatic reminder to refill the pre-paid account once credits run out
- Pay only for required fax capacity
- Subscription based service also available

Easy To Use

- Favorites option for quick faxing
- Inbound numbers available in over 40 countries
- Port existing number to XMediusFAX® Cloud App

Cost-Savings Benefit

- Reduce operational and capital expenses
- Leverage existing internet connection
- No hardware or software investments

Reliable & Secure

- Service always available (no busy signals)
- 100% Secure hosting facility
- Built-in cloud security guarantees secure faxing and regulatory compliance

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Contact XMedius

info@xmedius.com
NA: 1-888-766-1668
EMEA: +33 1 70 92 13 10
xmedius.com

*Working together...
getting results.*


Together we can.



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MASTER COST PER COPY AGREEMENT
Fixed Purchase Option
(State and Local Governmental Transactions Only)



Dealer Xerox Business Solutions Southwest		Lease Agreement Number 010-0116100	
CUSTOMER INFORMATION			
Full Legal Name City of Round Rock		DBA City of Round Rock	
Billing Address 221 E. Main St.		City Round Rock	State TX
Phone (512)218-6682		Contact Name Allen Reich	ZIP Code 78664
		Contact Email areich@roundrocktexas.gov	Customer PO# (Optional)
CUSTOMER ACCEPTANCE			
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREE TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.			
Authorized Signer X		Date	Federal Tax ID # (Required)
Print Name		Title (indicate President, Partner, Proprietor, etc.)	
LESSOR ACCEPTANCE			
Accepted By: Xerox Financial Services LLC		Name and Title 	Date 02/04/2021
TERMS & CONDITIONS			

1. Definitions. The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "we," "us" and "our" means Xerox Financial Services LLC. "Party" means you or us, and "Parties" means both you and us. "Dealer" means the entity identified in "Dealer Name" on any Lease Schedule related to this Lease or on any XFS-approved form of purchase order in lieu thereof (collectively, "Schedule"). "UCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §§42a-1-101 et seq.). "Equipment" means the items identified in "Equipment" in any Schedule, together with all attachments, replacements, parts, substitutions, additions, repairs, accessions and accessories incorporated therein and/or affixed thereto and licenses and intellectual property used therewith. "Lease" means this Master Cost Per Copy Agreement. "Excess Charges" means the applicable excess copies and/or prints charges. "Lease Payment" means the Monthly Lease Payment specified in one or more Schedules, which includes the fixed component of maintenance charges and any included Images payable to Dealer, the Excess Charges (as applicable), and other charges you, Dealer and we agree will be invoiced by us on a monthly basis, plus Taxes. "Inception Date" means (a) the date the Dealer determines Equipment installed by the Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by the Dealer as being installable by you is delivered to your premises.

2. Lease, Payments and Late Payments. We shall acquire and lease to you, and you shall lease from us pursuant to this Lease and any Schedule(s) now or from time to time submitted by you and accepted by us hereunder, Equipment described in each Schedule. Upon the execution of a Schedule, the terms and conditions contained herein, including any and all additional or specific terms and conditions, shall apply to that Schedule and shall be incorporated into and have the same force and effect as to that Schedule as though expressly set forth therein. The Lease, the Schedules, all riders and all other documents entered into in connection with the Lease shall be collectively referred to as the "Lease Documents." The Equipment shall be leased for the lease term set forth in each applicable Schedule, subject to the provisions hereof. We may refuse to pay for the Equipment, whether or not the Equipment has been delivered to you, if (i) there shall be, in our reasonable judgment, a material adverse change in the financial condition or credit standing since the date of our approval of the transaction, of: (a) you, (b) any guarantor of your obligations under this Lease (a "Guarantor"), or (c) any other party we deem material to the transaction, in our sole and reasonable discretion, or (ii) you fail to execute or cause to be executed, or fail to release or cause to be released, or fail to deliver or cause to be delivered, any documents, instruments or agreements, including but not limited to releases, subordinations, UCC financing statements/searches, good standing certificates, evidence of authority, and landlord's/mortgagee's waivers, as we may reasonably require. You agree and represent all Equipment was selected by you based upon your own judgment and has been, or is being, supplied by the Dealer. You agree to pay us each Lease Payment and all other amounts that become due and payable under each applicable Schedule. The first Lease Payment is due twenty (20) days after the invoice date on that invoice and each subsequent Lease Payment is due on the same date each month thereafter, whether or not we invoice you. Payment of other amounts payable under this Lease, which may include charges you, Dealer and we agree will be invoiced by us, is due twenty (20) days after the invoice date therefor. If any payment is not paid in full by sixty (60) days after its due date, you will pay a late charge in accordance with the laws of the state of Texas, not to exceed the maximum amount permitted by law. For each dishonored or returned payment instrument, you will be assessed the applicable returned item fee, which shall not exceed \$35. Restrictive covenants on any payment instrument will not reduce your obligations or affect our rights.

3. Equipment and Software. Equipment may contain or have software delivered with it. You agree that as to software only that (a) you will execute a separate license agreement with the Dealer or a third party for such software, and (b) we have no responsibility whatsoever for any such software or license agreement under this Lease. You agree the Equipment (including software) is for your business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Lease. NEITHER THIS LEASE NOR ANY RELATED SCHEDULE CAN BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF DEALER, ANY THIRD PARTY OR US.

5. Lease Term. The Initial Lease Term, which is indicated in any related Schedule, commences on the Inception Date. If, during the Initial Lease Term, you enter into a new Schedule for upgraded or replacement equipment that incorporates the remaining payments under the original Schedule, and the new Schedule is subsequently terminated, we may reinstate the original Schedule.

6. Payment of Fixed Purchase Amount. At the end of any Initial Lease Term set forth in a Schedule, provided that you are not in default thereunder, and amounts due thereunder have been paid in full, you have the option to purchase the Equipment under such Schedule for the amount shown in such Schedule.

7. Equipment Delivery and Maintenance. Equipment (including software) will be delivered to you by the Dealer at the location specified above or in a Schedule. Equipment (including software) may not be moved to another location without first obtaining our written consent. You shall permit us to inspect Equipment and any maintenance records relating thereto during your normal business hours. Dealer has agreed to provide full service maintenance during normal business hours, including all toner, developer and parts necessary to produce images and/or prints. You must purchase copier paper separately. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY SUCH SERVICE, REPAIR OR MAINTENANCE OF THE EQUIPMENT, THAT WE ARE NOT A PARTY TO ANY SERVICE MAINTENANCE AGREEMENT THAT YOU MAY HAVE ENTERED INTO WITH THE DEALER, AND THAT PAYMENTS HEREUNDER MUST CONTINUE UNABATED, AS PER SECTION 4 HEREOF, REGARDLESS OF DEALER'S PERFORMANCE. You agree to pay for service maintenance outside of Dealer's normal business hours for service required as a result of your negligence or misuse of the Equipment at Dealer's customary rates. You understand we are only acting as administrator for the Dealer with respect to the billing and collecting of the maintenance charges, including Images if applicable, and Excess Charges included in the Lease Payments. In no event will we be liable to you for any breach by the Dealer of any of its obligations to you.

8. Equipment Ownership, Labeling and UCC Filing. Title to, and ownership of, the Equipment passes to you upon delivery thereof and you grant us a first priority security interest in the Equipment (including software) and all proceeds thereof in order to secure your performance of this Lease. You agree to keep the Equipment (including software) free from any liens or encumbrances and to notify us if there is a change in the jurisdiction of your organization. We may label the Equipment to identify our interest in it. You authorize us to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment.

9. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLET OR PART WITH POSSESSION OF THE EQUIPMENT (INCLUDING SOFTWARE), THIS LEASE OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR ANY SCHEDULE (COLLECTIVELY "ASSIGNMENT") WITHOUT OUR PRIOR WRITTEN CONSENT. If we agree to an Assignment, you agree to pay the applicable assignment fee and reimburse us for any costs we incur in connection with that Assignment. We may sell, assign or transfer all or any part of the Equipment, this Lease, any Schedule(s) and/or any of our related rights or obligations thereunder. For the express and limited purpose of pledging, assigning, hypothecating, mortgaging, transferring, securitizing, granting participation(s) in, or otherwise disposing of this Lease or any Schedules hereunder, whether as chattel paper or otherwise, each Schedule designated as an original, together with a certified copy of this Lease, shall constitute a separate Lease for such purposes. Our assignee will have the same rights (but none of the obligations) that we have to the extent assigned and you agree not to assert against such assignee any claims, defenses, counterclaims, recoupments, or set offs that you may have against us. You agree and acknowledge that any Assignment by us will not materially change your obligations under this Lease.

10. Taxes. You will be responsible for, indemnify and hold us harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on the Equipment (including software), this Lease, any Schedule, or the amounts payable under this Lease or any Schedule (collectively, "Taxes"), which will be included in our invoice to you unless you timely provide proof of your tax exempt status. If Equipment (including software) is delivered to a jurisdiction where certain taxes are calculated and paid at the time of lease initiation, you authorize us to finance and adjust your Lease Payment to include such Taxes over the Initial Lease Term unless you require otherwise. In all taxing jurisdictions except CT, CO and OR, you shall file and pay all personal property taxes on the Equipment. In any taxing jurisdiction located within CT, CO or OR, we shall file, bill and collect from your account all personal property taxes on the Equipment.

11. Liability. SINCE WE ARE MERELY FINANCING THE EQUIPMENT AT YOUR REQUEST AND HAVE NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, CONFIGURATION, SALE, DELIVERY, INSTALLATION, MAINTENANCE OR USE, WE ARE NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT (INCLUDING SOFTWARE) OR ITS USE, WHETHER ARISING FROM TORTIOUS CONDUCT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY. You agree to reimburse us for, and to defend, indemnify and hold us harmless on an after-tax basis against, any costs, expenses, damages, fines, settlements, claims or liability arising out of or relating to this Lease or the Equipment (including software) or its use, including reasonable attorneys' fees and disbursements. This does not affect any liability from the Dealer or manufacturer of the Equipment and software.

12. Equipment Warranty Information and Disclaimers. WITH RESPECT TO EQUIPMENT (INCLUDING SOFTWARE), WE DISCLAIM, AND YOU WAIVE, SOLELY AGAINST US, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND WE MAKE NO REPRESENTATIONS OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ITS SUITABILITY, FUNCTIONALITY, DURABILITY, OR CONDITION. We hereby assign to you any warranty rights we have against any Dealer or manufacturer with respect to the Equipment and, if the Equipment is returned to us, such rights are deemed reassigned by you to us.

13. Default and Remedies. You will be in default under this Lease if (1) we do not receive any payment within ten (10) days after the date it is due, or (2) you breach any other obligation in this Lease or any other agreement with us. If you default, we may, in addition to other remedies (including having the Dealer cease performing Equipment maintenance), require you to promptly return the Equipment (including software) to a location we specify, at your expense, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate that will be in accordance to the laws of the State of Texas covering state agencies and the applicable codes covering political subdivisions; (b) the Lease Payments remaining in the Initial Lease Term (less the fixed maintenance component thereof as reflected on our books and records), discounted at four percent (4%) per annum, and (c) Taxes. If you do not return the Equipment as required above, you agree to pay us the fair market value thereof as of the end of the Initial Lease Term, as determined by us, discounted at four percent (4%) per annum. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by us to enforce this Lease.

14. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment (including software) upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Required Insurance shall be with loss payable to us and our assignees, as their interest may appear, and shall be with companies reasonably acceptable to us. In addition, we and our assignees shall be named as an additional insured on all public liability insurance policies. The Required Insurance shall provide for thirty (30) days prior notice to us of cancellation.

You must provide us with satisfactory written evidence of Required Insurance within thirty (30) days of the commencement of any Schedule or any subsequent written request by us. If you do not do so, then in lieu of other remedies for default, we in our discretion and at our sole option may (but are not required to) obtain insurance from an insurer of our choosing, which may be an affiliate of ours, in such forms and amounts as we deem reasonable to protect our interests (collectively "Equipment Insurance"). Equipment Insurance will cover the Equipment and us; it will not name you as an insured and may not cover all of your interest in the Equipment and will be subject to cancellation at any time. You agree to pay us periodic charges for Equipment Insurance (collectively "Insurance Charges") that include: an insurance premium that may be higher than if you maintained the Required Insurance separately; a finance charge of up to 1.5% per month on any advances made by us or our agents; and commissions, billing and processing fees; any or all of which may generate a profit to us or our agents. We may add Insurance Charges to the monthly rental charge as additional rent. We shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify us of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint us as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at our option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) pay us (i) the Lease Payments remaining in the Initial Lease Term and the Equipment's then determined fair market value as of the end of the Initial Lease Term, both discounted at four percent (4%) per annum, and (ii) Taxes. No loss or damage to Equipment (including software), or our receipt of insurance proceeds, shall relieve you of any of your remaining obligations under this Lease or any Schedule. Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under subclauses (x) or (y) in the third sentence of this paragraph in the event the applicable insurance carrier fails or refuses to pay any claim.

You agree (i) to arbitrate any dispute with us, our agents or assigns regarding the Equipment Insurance and/or Insurance Charges under the rules of the American Arbitration Association in Fairfield County, CT, (ii) that arbitration (not a court) shall be the exclusive remedy for such disputes; and (ii) that class arbitration is not permitted. This arbitration requirement does not apply to any other provision of this Lease.

15. Customer Purchase Order. If a purchase order or other document is issued by you, none of its terms and conditions shall have any force or effect as the terms and conditions of this Lease exclusively govern the transaction documented herein. Our failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Lease.

16. Finance Lease and Customer Waivers. If this Lease is not characterized as a secured transaction, you and we agree this Lease (including each Schedule) is a "finance lease" governed by UCC Article 2A. To the extent you are permitted by law, you waive any rights you now or later may have under any statute or otherwise which require us to sell, lease or otherwise use any Equipment to reduce our damages including our realization of the remaining value of the Equipment, or which may otherwise limit or modify any of our rights or remedies.

17. Authorization of Signer and Credit Review. You represent that you may lawfully enter into, and perform, this Lease and each Schedule, that the individual signing this Lease and each Schedule on your behalf has all necessary authority to do so, and that all financial information you provide completely and accurately represents your financial condition. By having your authorized representative sign this Lease and each Schedule, you agree to furnish financial information that we may request now and in the future, including your tax identification number, and you authorize us to obtain credit reports on you now and in the future.

18. Original Document. YOU AGREE THAT AN EXECUTED COPY OF THIS LEASE THAT IS SIGNED BY YOUR REPRESENTATIVE AND BY OUR REPRESENTATIVE (AN ORIGINAL MANUAL SIGNATURE OR SUCH SIGNATURE REPRODUCED BY MEANS OF A RELIABLE ELECTRONIC FORM, SUCH AS ELECTRONIC TRANSMISSION OF A FACSIMILE OR ELECTRONIC SIGNATURE) SHALL BE MARKED "ORIGINAL" BY US AND SHALL CONSTITUTE THE ONLY ORIGINAL DOCUMENT FOR ALL PURPOSES. ALL OTHER COPIES SHALL BE DUPLICATES. TO THE EXTENT THIS LEASE AND/OR ANY SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE UCC), NO SECURITY INTEREST THEREIN MAY BE CREATED EXCEPT BY THE POSSESSION OR TRANSFER OF THE COPY MARKED "ORIGINAL" BY US. NEITHER THIS LEASE NOR ANY SCHEDULE MAY BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY US.

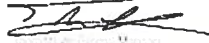
19. Jurisdiction, Venue and JURY TRIAL WAIVER. THIS LEASE AND EACH SCHEDULE ARE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS LEASE, OR OTHERWISE RELATING TO THIS LEASE, SHALL BE IN A FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED, AND YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS. YOU AND WE HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS LEASE.

20. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Lease. The Lease Documents constitute the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Lease and are not binding on the Parties. Notices under this Lease must be in writing. Notices to you will be sent to the "Billing Address" provided above and notices to us shall be sent to our address provided above. Notices will be deemed given five (5) days after mailing by first class mail or two (2) days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the terms hereof pertaining to notices. You authorize us to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Lease unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. The following four sentences control over every other part of this Lease. Both Parties will comply with applicable laws. We will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease or refunded to you. Further, you authorize us to make non-financial additions and/or modifications to this Lease in order to correct or complete same, including but not limited to lease number, serial numbers and signor titles.

21. Non-Appropriation. This Section is applicable only if the inclusion of a non-appropriation provision is legally required. Your obligation to pay the Lease Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any fiscal period equal to amounts due under the Lease, and you have no other funds legally available to be allocated to the payment of your obligations under this Lease, you may terminate the related Schedule effective on the first day of such fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available; and (b) we have received written notice from you at least thirty (30) days before the Termination Date. At our request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment of any Lease Payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate).

Master Lease Schedule - Cost Per Copy
Fixed Purchase Option
(State and Local Governmental Transactions Only)



Lease Agreement # 010-0116100		Dealer Name:			
LESSEE INFORMATION					
Full Legal Name City of Round Rock		DBA City of Round Rock			
Billing Address 221 E. Main St.		City Round Rock		State TX	ZIP Code 78664
Phone (512)218-6682	Contact Name Allen Reich	Contact Email areich@roundrocktexas.gov		Lessee PO# (Optional)	
EQUIPMENT					
Quantity	Model and Description		Quantity	Model and Description	
	See Schedule A				
Equipment Location (if different from Billing Address)					
TERM, PAYMENT AND FIXED PURCHASE OPTION		IMAGE TYPE	IMAGES INCLUDED	EXCESS CHARGE	PRINTS INCLUDED
Initial Lease Term (in months): 60		B&W	Pool: 293,680	\$0.0053	
		Color	Pool: 94,314	\$0.037	
Monthly Lease Payment: \$ 11,999.59		Everyday Color	N/A	N/A	N/A
Purchase Option/Fixed Purchase (Check One):		Color Level 2	N/A	N/A	N/A
<input checked="" type="checkbox"/> \$1.00 <input type="checkbox"/> Fixed Purchase Amount:		Color Level 3	N/A	N/A	N/A
LESSEE ACCEPTANCE					
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH HEREIN AND ON PAGES 1 AND 2 OF THE LEASE.					
Authorized Signer X		Date		Federal Tax ID # (Required)	
Print Name		Title (Indicate President, Partner, Proprietor, etc.)			
LESSOR ACCEPTANCE					
Accepted By: Xerox Financial Services LLC		Name and Title 		Date 02/04/2021	
TERMS & CONDITIONS					

Pursuant to that Master Lease Agreement Number indicated above ("Lease") between you and XFS, the terms and conditions of which are fully incorporated into this Schedule, you hereby (a) authorize XFS to order for lease to you the equipment described above ("Equipment"), (b) agree to lease such Equipment from XFS effective the Inception Date for the Initial Lease Term specified above, and (c) agree to pay XFS the Lease Payments in the amounts and at the times specified above for each item of Equipment. This Schedule is attached to and constitutes a part of the Lease and all of the terms used herein which are defined in the Lease shall have the same meaning as so defined.

Device Schedule – Attachment “A”

010-0116100

Unit No.	Location	Proposed Model	60M Pymt/ Unit
1	CITY OF ROUND ROCK Administration #1; 221 E Main St Ste 3; Round Rock TX 78664	B8170H2	\$247.02
2	CITY OF ROUND ROCK Administration #2 3rd Fl; 221 E Main St; Round Rock TX 78664	C8155H2	\$291.29
3	CITY OF ROUND ROCK Finance - Business Center - 2nd Fl; 231 E Main St; Round Rock TX 78664	C8155H2	\$296.18
4	CITY OF ROUND ROCK Finance #2 (Color) 2nd Fl; 231 E Main St; Round Rock TX 78664	C8145H2	\$228.89
5	CITY OF ROUND ROCK Finance Municipal Court Ste 120; 301 W Bagdad Ave; Round Rock TX 78664	B8155H2	\$172.87
6	CITY OF ROUND ROCK Finance Utility Billing 1st Fl; 221 E Main St; Round Rock TX 78664	C8145H2	\$224.00
7	CITY OF ROUND ROCK Fire Dept - Central Station; 203 Commerce Blvd; Round Rock TX 78664	C8145H2	\$206.44
8	CITY OF ROUND ROCK Fire Dept - Central Station; 203 Commerce Blvd; Round Rock TX 78664	SC75270	\$225.66
9	CITY OF ROUND ROCK Fire Dept - Station# 2; 200 W Bagdad Ave; Round Rock TX 78664	B8155H2	\$172.87
10	CITY OF ROUND ROCK Fire Dept - Station# 3; 221 Sundance Pkwy; Round Rock TX 78681	B8155H2	\$172.87
11	CITY OF ROUND ROCK Fire Dept - Station# 7; 2811 Oakmont Dr; Round Rock TX 78665	B8155H2	\$172.87
12	CITY OF ROUND ROCK Fire Dept Station# 8; 1612 Red Bud Ln; Round Rock TX 78664	B8155H2	\$172.87
13	CITY OF ROUND ROCK Fire Dept Station# 9; 2721 Sam Bass Rd; Round Rock TX 78681	B8155H2	\$172.87
14	CITY OF ROUND ROCK Logistics; 3300 Gattis School; Round Rock TX 78664	B8155H2	\$172.87
15	CITY OF ROUND ROCK Fire Dept-Station# 5; 350 Deepwood Dr; Round Rock TX 78681	B8155H2	\$172.87
16	CITY OF ROUND ROCK Fire Dept-Station# 6 Blvd; 2919 Joe Dilmaggio; Round Rock TX 78665	B8155H2	\$172.87
17	CITY OF ROUND ROCK Fire Dept- Station #4; 1301 Double Creek Dr.; Round Rock TX 78665	B8155H2	\$172.87
18	CITY OF ROUND ROCK General Services Vehicle Maintenance; 901 Luther Peterson; Round Rock TX 78665	C8145H2	\$202.31
19	CITY OF ROUND ROCK General Services; Building Maint 212 Commerce Blvd; Round Rock TX 78664	C8145H2	\$202.31
20	CITY OF ROUND ROCK General Services- Facility Maintenance- 2015 Lamar Drive, Round Rock, TX 78664	WC6515DN (Current)	\$107.37
21	CITY OF ROUND ROCK Human Resources Ste 100; 231 E Main St; Round Rock TX 78664	C8145H2	\$206.44
22	CITY OF ROUND ROCK Information Technology / 2nd Fl; 221 E Main St; Round Rock TX 78664	C405DN	\$86.13
23	CITY OF ROUND ROCK Library - Administration; 216 E Main St Fl 2; Round Rock TX 78664	IPK7800HS	\$272.04
24	CITY OF ROUND ROCK Library - Public Services; 216 E Main St Fl 2; Round Rock TX 78664	C8145H2	\$224.00
25	CITY OF ROUND ROCK Library - Public Services; 216 E Main St Fl 2; Round Rock TX 78664	C8135T2	\$194.21
26	CITY OF ROUND ROCK PARD BACA Senior Center - Bldg 2; 301 W Bagdad Ave; Round Rock TX 78664	C8135T2	\$180.57
27	CITY OF ROUND ROCK PARD Clay Madsen Rec Ctr Rd; 1600 Gattis School; Round Rock TX 78664	C8145H2	\$206.44
28	CITY OF ROUND ROCK PARD Dep Front Ofc Ste250; 301 W Bagdad Ave; Round Rock TX 78664	C8155H2	\$291.29
29	CITY OF ROUND ROCK PARD Dept Back Ofc Ste250; 301 W Bagdad Ave; Round Rock TX 78664	C8135T2	\$184.70
30	CITY OF ROUND ROCK PARD Yard; 300 S Burnet St; Round Rock TX 78664	C8135T2	\$180.57
31	CITY OF ROUND ROCK PARD / Blvd; 3300 E Palm Valley; Round Rock TX 78665	WC3345	\$39.26
32	CITY OF ROUND ROCK Planning Development Svcs Ofc Ste 140; 301 W Bagdad Ave; Round Rock TX 78664	C8135T2	\$204.74
33	CITY OF ROUND ROCK Planning Ste 210; 301 W Bagdad Ave; Round Rock TX 78664	C8135T2	\$202.26
34	CITY OF ROUND ROCK Planning - Bldg 2; 301 W Bagdad Ave; Round Rock TX 78664	C8135T2	\$184.70
35	CITY OF ROUND ROCK Police Department - Criminal Invstn Div; 2701 N Mays St; Round Rock TX 78665	C8135T2	\$202.26
36	CITY OF ROUND ROCK Police Department - Evidence; 2701 N Mays St; Round Rock TX 78665	C8135T2	\$180.57
37	CITY OF ROUND ROCK Police Department - Intel; 2701 N Mays St; Round Rock TX 78665	C8135T2	\$180.57
38	CITY OF ROUND ROCK Police Department - Narcotics; 2701 N Mays St; Round Rock TX 78665	C8135T2	\$180.57
39	CITY OF ROUND ROCK Police Department - Patrol / Admin; 2701 N Mays St; Round Rock TX 78665	C8145H2	\$206.44
40	CITY OF ROUND ROCK Police Department - Patrol; 2701 N Mays St; Round Rock TX 78665	C8145H2	\$206.44
41	CITY OF ROUND ROCK Police Department - Records; 2701 N Mays St; Round Rock TX 78665	C8145H2	\$206.44
42	CITY OF ROUND ROCK Police Department - Training; 2701 N Mays St; Round Rock TX 78665	C8145H2	\$206.44
43	CITY OF ROUND ROCK Police Department- Communications; 2701 N Mays St; Round Rock TX 78665	C8155H2	\$291.29
44	CITY OF ROUND ROCK Police Department Logistics; 2701 N Mays St; Round Rock TX 78665	C8155H2	\$291.29
45	CITY OF ROUND ROCK Police Dept - Office Of The Chief; 2701 N Mays St; Round Rock TX 78665	C8155H2	\$308.86
46	CITY OF ROUND ROCK Public Safety Training Facility; 2801 N Mays St; Round Rock TX 78665	C8155H2	\$291.29
47	CITY OF ROUND ROCK Public Safety Training Facility; 2801 N Mays St; Round Rock TX 78665	C8155H2	\$291.29
48	CITY OF ROUND ROCK Public Safety Training Facility; 2801 N Mays St; Round Rock TX 78665	C405DN	\$86.13
49	CITY OF ROUND ROCK Public Safety Training Facility; 2801 N Mays St; Round Rock TX 78665	WC3345	\$39.26
50	CITY OF ROUND ROCK SMT Convention And Visitor Bureau-#150; 231 E Main St; Round Rock TX 78664	C8155H2	\$291.29
51	CITY OF ROUND ROCK SMT Multipurpose Complex; 2001 N Kenney Fort; Round Rock TX 78665	WC3345	\$39.26
52	CITY OF ROUND ROCK SMT Sports Center - Gm Office; 2400 Chisholm Trl; Round Rock TX 78681	WC3345	\$39.26
53	CITY OF ROUND ROCK SMT Sports Center -Admin Office; 2400 Chisholm Trl; Round Rock TX 78681	WC3345	\$39.26
54	CITY OF ROUND ROCK Transportation 2nd Fl; 3400 Sunrise Rd; Round Rock TX 78665	C8145H2	\$206.44
55	CITY OF ROUND ROCK Transportation Admin 3400 Sunrise Rd; Round Rock TX 78665	C8145H2	\$202.31
56	CITY OF ROUND ROCK Utilities - Admin 1st Fl; 3400 Sunrise Rd; Round Rock TX 78665	C8145H2	\$206.44
57	CITY OF ROUND ROCK Utilities Environmental Svcs; 5200 N Ih-35; Round Rock TX 78664	B8155H2	\$172.87
58	CITY OF ROUND ROCK Utilities Operations LPC 3400 Sunrise Rd; Round Rock TX 78665	C8135T2	\$202.26
59	CITY OF ROUND ROCK Utilities Water Line Maintenance; 910 Luther Peterson; Round Rock TX 78665	C8145H2	\$202.31
60	CITY OF ROUND ROCK Utilities Water Systems Supprt; 5200 N Ih-35; Round Rock TX 78664	C8145H2	\$202.31
61	CITY OF ROUND ROCK Utilities Water Treatment Plant; 5200 N Ih-35; Round Rock TX 78664	C8145H2	\$202.31
62	CITY OF ROUND ROCK Utilities Water Treatment Plnt Blvd Admin Bldg; 3939 E Palm Valley; Round Rock TX 78665	C8145H2	\$206.44

Initials: _____

Xerox Financial Services, LLC
201 Merritt 7
Norwalk, CT 06851

Customer Approval:

Customer Signature

Name

Title

Date

XFS Approval:


Thomas Lyle, General Manager

XFS Signature

Thomas Lyle
Name

General Manager
Title

Title

02/04/2021
Date

Date

Initials: _____

Exhibit "D"

Xerox Business Solutions SW
8200 IH 10 West Ste 400
San Antonio, TX 78230

Device Schedule – Attachment “A”

Unit No.	Location	Proposed Model	60M Pymt/ Unit
1	CITY OF ROUND ROCK Administration #1; 221 E Main St Ste 3; Round Rock TX 78664	B8170H2	\$247.02
2	CITY OF ROUND ROCK Administration #2 3rd Fl; 221 E Main St; Round Rock TX 78664	C8155H2	\$291.29
3	CITY OF ROUND ROCK Finance - Business Center - 2nd Fl; 231 E Main St; Round Rock TX 78664	C8155H2	\$296.18
4	CITY OF ROUND ROCK Finance #2 (Color) 2nd Fl; 231 E Main St; Round Rock TX 78664	C8145H2	\$228.89
5	CITY OF ROUND ROCK Finance Municipal Court Ste 120; 301 W Bagdad Ave; Round Rock TX 78664	B8155H2	\$172.87
6	CITY OF ROUND ROCK Finance Utility Billing 1st Fl; 221 E Main St; Round Rock TX 78664	C8145H2	\$224.00
7	CITY OF ROUND ROCK Fire Dept - Central Station; 203 Commerce Blvd; Round Rock TX 78664	C8145H2	\$206.44
8	CITY OF ROUND ROCK Fire Dept - Central Station; 203 Commerce Blvd; Round Rock TX 78664	5CT5270	\$225.66
9	CITY OF ROUND ROCK Fire Dept - Station# 2; 200 W Bagdad Ave; Round Rock TX 78664	B8155H2	\$172.87
10	CITY OF ROUND ROCK Fire Dept - Station# 3; 221 Sundance Pkwy; Round Rock TX 78681	B8155H2	\$172.87
11	CITY OF ROUND ROCK Fire Dept - Station# 7; 2811 Oakmont Dr; Round Rock TX 78665	B8155H2	\$172.87
12	CITY OF ROUND ROCK Fire Dept Station# 8; 1612 Red Bud Ln; Round Rock TX 78664	B8155H2	\$172.87
13	CITY OF ROUND ROCK Fire Dept Station# 9; 2721 Sam Bass Rd; Round Rock TX 78681	B8155H2	\$172.87
14	CITY OF ROUND ROCK Logistics; 3300 Gattis School; Round Rock TX 78664	B8155H2	\$172.87
15	CITY OF ROUND ROCK Fire Dept-Station# 5; 350 Deepwood Dr; Round Rock TX 78681	B8155H2	\$172.87
16	CITY OF ROUND ROCK Fire Dept-Station# 6 Blvd; 2919 Joe Dimaggio; Round Rock TX 78665	B8155H2	\$172.87
17	CITY OF ROUND ROCK Fire Dept- Station #4; 1301 Double Creek Dr.; Round Rock TX 78665	B8155H2	\$172.87
18	CITY OF ROUND ROCK General Services Vehicle Maintenance; 901 Luther Peterson; Round Rock TX 78665	C8145H2	\$202.31
19	CITY OF ROUND ROCK General Services; Building Maint 212 Commerce Blvd; Round Rock TX 78664	C8145H2	\$202.31
20	CITY OF ROUND ROCK General Services- Facility Maintenance- 2015 Lamar Drive; Round Rock, TX 78664	WC6515DN (Current)	\$107.37
21	CITY OF ROUND ROCK Human Resources Ste 100; 231 E Main St; Round Rock TX 78664	C8145H2	\$206.44
22	CITY OF ROUND ROCK Information Technology / 2nd Fl; 221 E Main St; Round Rock TX 78664	C405DN	\$86.13
23	CITY OF ROUND ROCK Library - Administration; 216 E Main St Fl 2; Round Rock TX 78664	IPK7800HS	\$272.04
24	CITY OF ROUND ROCK Library - Public Services; 216 E Main St Fl 2; Round Rock TX 78664	C8145H2	\$224.00
25	CITY OF ROUND ROCK Library - Public Services; 216 E Main St Fl 2; Round Rock TX 78664	C8135T2	\$194.21
26	CITY OF ROUND ROCK PARD BACA Senior Center - Bldg 2; 301 W Bagdad Ave; Round Rock TX 78664	C8135T2	\$180.57
27	CITY OF ROUND ROCK PARD Clay Madsen Rec Ctr Rd; 1600 Gattis School; Round Rock TX 78664	C8145H2	\$206.44
28	CITY OF ROUND ROCK PARD Dep Front Ofc Ste250; 301 W Bagdad Ave; Round Rock TX 78664	C8155H2	\$291.29
29	CITY OF ROUND ROCK PARD Dept Back Ofc Ste250; 301 W Bagdad Ave; Round Rock TX 78664	C8135T2	\$184.70
30	CITY OF ROUND ROCK PARD Yard; 300 S Burnet St; Round Rock TX 78664	C8135T2	\$180.57
31	CITY OF ROUND ROCK PARD / Blvd; 3300 E Palm Valley; Round Rock TX 78665	WC3345	\$39.26
32	CITY OF ROUND ROCK Planning Development Svcs Ofc Ste 140; 301 W Bagdad Ave; Round Rock TX 78664	C8135T2	\$204.74
33	CITY OF ROUND ROCK Planning Ste 210; 301 W Bagdad Ave; Round Rock TX 78664	C8135T2	\$202.26
34	CITY OF ROUND ROCK Planning - Bldg 2; 301 W Bagdad Ave; Round Rock TX 78664	C8135T2	\$184.70
35	CITY OF ROUND ROCK Police Department - Criminal Invstrn Div; 2701 N Mays St; Round Rock TX 78665	C8135T2	\$202.26
36	CITY OF ROUND ROCK Police Department - Evidence; 2701 N Mays St; Round Rock TX 78665	C8135T2	\$180.57
37	CITY OF ROUND ROCK Police Department - Intel; 2701 N Mays St; Round Rock TX 78665	C8135T2	\$180.57
38	CITY OF ROUND ROCK Police Department - Narcotics; 2701 N Mays St; Round Rock TX 78665	C8135T2	\$180.57
39	CITY OF ROUND ROCK Police Department - Patrol / Admin; 2701 N Mays St; Round Rock TX 78665	C8145H2	\$206.44
40	CITY OF ROUND ROCK Police Department - Patrol; 2701 N Mays St; Round Rock TX 78665	C8145H2	\$206.44
41	CITY OF ROUND ROCK Police Department - Records; 2701 N Mays St; Round Rock TX 78665	C8145H2	\$206.44
42	CITY OF ROUND ROCK Police Department - Training; 2701 N Mays St; Round Rock TX 78665	C8145H2	\$206.44
43	CITY OF ROUND ROCK Police Department- Communications; 2701 N Mays St; Round Rock TX 78665	C8155H2	\$291.29
44	CITY OF ROUND ROCK Police Department Logistics; 2701 N Mays St; Round Rock TX 78665	C8155H2	\$291.29
45	CITY OF ROUND ROCK Police Dept - Office Of The Chief; 2701 N Mays St; Round Rock TX 78665	C8155H2	\$308.86
46	CITY OF ROUND ROCK Public Safety Training Facility; 2801 N Mays St; Round Rock TX 78665	C8155H2	\$291.29
47	CITY OF ROUND ROCK Public Safety Training Facility; 2801 N Mays St; Round Rock TX 78665	C8155H2	\$291.29
48	CITY OF ROUND ROCK Public Safety Training Facility; 2801 N Mays St; Round Rock TX 78665	C405DN	\$86.13
49	CITY OF ROUND ROCK Public Safety Training Facility; 2801 N Mays St; Round Rock TX 78665	WC3345	\$39.26
50	CITY OF ROUND ROCK SMT Convention And Visitor Bureau-#150; 231 E Main St; Round Rock TX 78664	C8155H2	\$291.29
51	CITY OF ROUND ROCK SMT Multipurpose Complex; 2001 N Kenney Fort; Round Rock TX 78665	WC3345	\$39.26
52	CITY OF ROUND ROCK SMT Sports Center - Gm Office; 2400 Chisholm Trl; Round Rock TX 78681	WC3345	\$39.26
53	CITY OF ROUND ROCK SMT Sports Center -Admin Office; 2400 Chisholm Trl; Round Rock TX 78681	WC3345	\$39.26
54	CITY OF ROUND ROCK Transportation 2nd Fl; 3400 Sunrise Rd; Round Rock TX 78665	C8145H2	\$206.44
55	CITY OF ROUND ROCK Transportation Admin 3400 Sunrise Rd; Round Rock TX 78665	C8145H2	\$202.31
56	CITY OF ROUND ROCK Utilities - Admin 1st Fl; 3400 Sunrise Rd; Round Rock TX 78665	C8145H2	\$206.44
57	CITY OF ROUND ROCK Utilities Environmental Svcs; 5200 N Ih-35; Round Rock TX 78664	B8155H2	\$172.87
58	CITY OF ROUND ROCK Utilities Operations LPC 3400 Sunrise Rd; Round Rock TX 78665	C8135T2	\$202.26
59	CITY OF ROUND ROCK Utilities Water Line Maintenance; 910 Luther Peterson; Round Rock TX 78665	C8145H2	\$202.31
60	CITY OF ROUND ROCK Utilities Water Systems Supprt; 5200 N Ih-35; Round Rock TX 78664	C8145H2	\$202.31
61	CITY OF ROUND ROCK Utilities Water Treatment Plant; 5200 N Ih-35; Round Rock TX 78664	C8145H2	\$202.31
62	CITY OF ROUND ROCK Utilities Water Treatment Plnt Blvd Admin Bldg; 3939 E Palm Valley; Round Rock TX 78665	C8145H2	\$206.44

Initials: _____

Exhibit "D"

Xerox Business Solutions SW
8200 IH 10 West Ste. 400
San Antonio, TX 78230

Customer Approval:

Customer Signature

Name

Title

Date

XBS Approval:



XBS Signature

Doug Vroegh

Name

VP of Finance & Administration

Title

02/23/2021

Date

Initials: _____

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:
2021-707481

Date Filed:
01/19/2021

Date Acknowledged:

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

Dahill Office Technology Corporation dba Xerox Business Solutions Southwest
San Antonio, 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
000000

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Rice, Betty	Austin, TX United States		X
	Pike, Joshua	Austin, TX United States		X
	Garza, Bonnie	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Bonnie Garza, and my date of birth is [REDACTED].

My address is 8200 IH-10 West, Suite 400, San Antonio, Texas, 78230, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 19 day of January, 20 21.
(month) (year)

Bonnie Garza

Bonnie Garza [Jan 19, 2021 11:37 CST]

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.1

Title: Consider a resolution authorizing the Mayor to execute a Joint Election Agreement and Contract for Election Services with Williamson County for the May 1, 2021 General Election.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/25/2021

Dept Director: Sara White, City Clerk

Cost: \$65,000.00

Indexes: General Fund

Attachments: Resolution, Exhibit A

Department: City Clerk's Office

Text of Legislative File 2021-070

This agreement allows us to contract with Williamson County to conduct our General Election for us, in addition it allows us to share costs with all of the other entities that are participating in this May election.

Cost: *Approximately \$65,000 - official cost estimate has not been provided by Williamson County as of yet*
Source of Funds: *General Fund*

RESOLUTION NO. R-2021-070

WHEREAS, the City of Round Rock wishes to enter into a Joint Election Agreement and Contract for Election Services (“Agreement”) with Williamson County and Participating Entities for the purpose of sharing election equipment, programming, election personnel, supplies, services, and administrative costs; and

WHEREAS, this Agreement is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581, for a joint election to be held on the uniform election date of May 1, 2021; and

WHEREAS, the City Council desires to enter into said Agreement with Williamson County,
Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City, the Joint Election Agreement and Contract for Election Services, 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 25th day of March, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT

"A"

THE STATE OF TEXAS COUNTY OF WILLIAMSON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS Joint Election Agreement and Contract for Election Services ("Contract") is made by and between the Williamson County Elections Administrator ("Elections Administrator") and political subdivisions ("Participating Authority" or "Participating Authorities") located entirely or partially inside the boundaries of Williamson County. The complete list of Participating Authorities will be available after the final day to cancel an election as prescribed by the Secretary of State's election calendar and will be listed as **Attachment A**.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint election to be held on the uniform election date of May 1, 2021, and administered by Christopher Davis, Williamson County Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct joint elections between a Participating Authority and the Williamson County Elections Office.

RECITALS

WHEREAS, each Participating Authority listed above plans to hold an election on May 1, 2021;

WHEREAS, Williamson County owns an electronic voting system, the Election System and Software (ES&S) EVS 6020 voting system, which includes the DS200 precinct scanner, the DS850 central scanner and the ExpressVote ballot marking device and has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authorities desire to use Williamson County's electronic voting system, to compensate Williamson County for such use, and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended, and

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED, as follows:

I. ADMINISTRATION

The Participating Authorities agree to hold a "Joint Election" with Williamson County and each other in accordance with Chapter 271 of the Texas Election Code and this Contract. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Contract. Each Participating Authority agrees to pay the Elections Administrator for equipment, programming, election personnel, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the Election Officer for the Joint Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary.

It is understood that other political subdivisions and districts may wish to participate in the use of Williamson County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XII of this Contract.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. NONPERFORMANCE

The Elections Administrator will inform each Participating Authority of any problems or deficiencies in their respective performance of obligations under this contract, including but not limited to non-adherence to deadlines for requests for information of each Participating Authority by the Elections Administrator, and may set a reasonable period of time to cure or obtain adequate assurance that any such problems or deficiencies will be timely addressed and corrected. **The Participating Authority's failure to cure problems or deficiencies related to its obligations, duties, and responsibilities in accordance with all terms and conditions of this Agreement will be considered in any future contracts with Elections Administrator or Williamson County, and any Participating Authority failing to perform will reimburse Elections Administrator for any additional costs and expenses to Williamson County, including all costs associated with interference of conducting the election.**

IV. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed Election Day voting locations are listed in **Attachment B** of this Contract and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment B**.

If polling places for the May 1, 2021 Joint Election are different from the polling place(s) used by a Participating Authority in its most recent election, the Participating Authority agrees to post a notice no later than May 1, 2021 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and listing the Participating Authority's polling place names and addresses in effect for the May 1, 2021 election. This notice shall be written in both the English and Spanish languages.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will recruit all election workers.

The Elections Administrator will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code and meet any requirements to serve as an Election Worker set forth by the Williamson County Commissioners Court.

The Elections Administrator shall arrange for the training and compensation of all election judges, clerks, and election personnel. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. As set forth in Sec. 32.009 of the Texas Election Code, each presiding election judge and alternate presiding judge shall be given written notice of their appointment. The notice from the Elections Administrator will include the polling location and the number of election clerks the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Williamson County pursuant to Texas Election Code Section 32.091. The election judge, or his designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The compensation rates established by Williamson County are:

Early Voting – Early Voting Supervisor (\$12 an hour), Clerks (\$10 an hour)

Election Day – Presiding Judge (\$12 an hour), Alternate Judge (\$10 an hour), Clerk (\$10 an hour)

Election judges and clerks who attend voting equipment and procedures training shall be compensated at the hourly rates listed above.

The Elections Administrator may employ other personnel as necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during Early Voting and on Election Day, for the efficient tabulation of ballots at the central counting station, and for the post-election processes conducted by warehouse personnel. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on Election Night will be compensated at the hourly rate set by Williamson County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Elections Administrator and reimbursed by the Participating Authorities.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, Williamson County's electronic voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have a sufficient number of tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

Joint participants shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in a joint election. A voter may not be permitted to select a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator with a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles of offices and text in both English and Spanish languages). The Participating Authorities are required to submit information in a format or template requested by the Elections Office. Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each Participating Authority shall also be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions.

In the event a Participating Authority identifies an error after approval of their respective ballot proof(s), and any programming and/or audio files require changes, the Participating Authority approving the original ballot and audio proof will be responsible for the full cost of reprogramming, if required. This will include the cost of reprogramming ballot language and/or audio files for other Participating Authorities as necessary due to software limitations.

Early Voting by Personal Appearance and/or the use of Vote Centers, Texas Election Code Section 43.007, on Election Day shall be conducted exclusively on Williamson County's EVS6020 electronic voting system. Provisional ballots will be cast on the EVS 6110, as well.

The Elections Administrator shall be responsible for the programming, preparation, testing, and delivery of the voting system equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks for relevant election officials, staff, and temporary workers upon hiring as required by Election Code 129.051(g).

VII. EARLY VOTING

The Participating Authorities agree to conduct joint Early Voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 , Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as Deputy Early Voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other Deputy Early Voting clerks to assist in the conduct of Early Voting as necessary, and that these additional Deputy Early Voting clerks shall be compensated at an hourly rate set by Williamson County pursuant to Section 83.052 of the Texas Election Code. Deputy Early Voting clerks who are permanent employees of the Williamson County Elections Administrator may be paid from the election services contract fund for contractual duties performed outside of normal business hours (Sec. 31.100(e), Texas Election Code).

Early Voting by personal appearance will be held at the locations, dates, and times listed in **Attachment C** of this document and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment C**. Any Williamson County qualified voter of the Joint Election may vote early by personal appearance at any one of the joint Early Voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for Early Voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for Early Voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Mailing Address
Early Voting Clerk
Williamson County Elections Office
PO Box 209
Georgetown, TX 78627

Physical Location
Early Voting Clerk
301 SE Inner Loop, Suite 104
Georgetown, TX 78626

After the first day of Early Voting, the Elections Administrator shall post on the Williamson County Elections Office webpage, the Early Voting turnout by Early Voting polling location by day and a cumulative final Early Voting turnout report following the close of Early Voting.

VIII. EARLY VOTING BALLOT BOARD

Williamson County shall appoint an Early Voting Ballot Board (EVBB) to process Early Voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the Early Voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator will take the necessary steps for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Counting Station Manager or an approved representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station and by posting to the Williamson County Elections Office webpage. To ensure the accuracy of reported election returns, results printed on the tapes produced by Williamson County's voting equipment will not be released to the Participating Authorities at any individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004, after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s). The official canvass of election shall not take place either before May 4, 2021 or after May 12, 2021.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. Each Participating Authority agrees to upload these reports.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each Participating Authority and the Secretary of State's Office.

X. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE WILLIAMSON COUNTY

The Elections Administrator will consider conducting elections in territories outside of Williamson County on a case-by-case basis. Upon agreeing to conduct such an election, the Participating Authority shall be responsible for all costs associated with the conduct of the election outside of Williamson County.

XI. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Contract through its runoff election, if applicable. In the event of such runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each Participating Authority shall reserve the right to reduce the number of Early Voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a Participating Authority between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 1, 2021 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the May 1, 2021 Uniform Election Date agrees that the date of a necessary runoff election shall be held in accordance with the Election Code.

XII. ELECTION EXPENSES AND ALLOCATION OF COSTS

Charges. In consideration for the joint election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election costs, a staffing agency fee for election workers, an administrative fee, and for the lease of voting equipment.

1. **Share of Election Costs.** Each Participating Authority's share of election costs will be (i) a base fee of \$1,000.00, (ii) plus a pro rata share of the total of all costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the election. The sum of the base charges from all Participating Authorities will be subtracted from the total of all costs before allocating the remaining costs to each Participating Authority. Each Participating Authority's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual Participating Authority will be divided by the number of all registered voters of all Participating Authorities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the allocated costs (remaining costs after

base charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each Participating Authority after the election. The end result will be a charge to the Participating Authority of \$1,000.00 plus the Participating Authority's allocated share of county-wide election costs not covered by the sum of all base fees received.

2. Each Participating Authority's share of the staffing agency fee for election workers will be determined on a pro rata basis. The staffing agency fee is based on a markup cost percentage of 27% of the gross wages of election workers not classified as employees of Williamson County.
3. Lease of Voting Equipment. Per Texas Election Code Section 123.032(d), the Williamson County Commissioners Court has established the following prices for leasing county-owned voting equipment:
 - \$250.00 per ExpressVote Ballot Marking Device;
 - \$400.00 per DS200 Precinct Scanner;
 - \$6,000.00 per DS850 Central Count scanner to cover the duration of the election;
 - \$250.00 per electronic pollbook.

The Participating Authority's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the Early Voting period and once for Election Day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Williamson County Commissioners Court.

4. Administrative Fee. Each Participating Authority agrees to pay the Williamson County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the Williamson County treasury in accordance with Election Code Section 31.100.

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Contract and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

XIV. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each Participating Authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of County records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Participating Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Participating Authority.

XV. RECOUNTS OR CONTESTED ELECTION

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator or at a location of the Elections Administrator's choosing, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

In the event of a contested election, the expenses of a new election ordered by a court of competent jurisdiction or Participating Authority will be paid for and by the Participating Authority in accordance with Texas Election Code 221.014

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Williamson County Treasurer and the Williamson County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. Nothing in this Contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
3. This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.
4. In the event that one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
8. Participating Authority agrees to act in good faith in the performance of this agreement, and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this contract.

XVII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total *estimated* cost for the May 1, 2021 election is \$425,000.00 and is based partly on the costs of the May 5, 2018 and May 4, 2019 joint general special elections. After the final determination has been made of whom the Participating Authorities will be and the Contracts are fully executed, the Elections Administrator shall provide each Participating Authority with an official cost estimate. Each Participating Authority's percent share of the estimated total cost is based on the number of registered voters and further described in Section XII.1. of this Contract. Each Participating Authority agrees to pay the Williamson County Elections Administrator a deposit of 50% of the *estimated obligation* no later than 15 days after receiving the official cost estimate. As soon as reasonably possible after the election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses (supported by documentation such as time sheets, compensation forms, and invoices) directly attributable to the services provided by the Elections Administrator. The exact amount of each Participating Authority's obligation under the terms of this Contract shall be calculated after the election (or runoff election, if applicable); and, if the amount of an Authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

XVIII. SIGNATURE PAGE

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2021.

ELECTIONS ADMINISTRATOR:

Christopher Davis, Elections Administrator
Williamson County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2021

PARTICIPATING AUTHORITY:

Name of Participating Authority: _____

By: _____

Printed Name: _____

Official Capacity: _____

ATTEST:

ATTACHMENT A
(To be provided after the final day to cancel an election as prescribed
by the Texas Secretary of State's Election Law Calendar)

List of Participating Authorities (to be determined)

May 1, 2021 Election Contracting Entities

Cities

Austin
Bartlett
Cedar Park
Florence
Georgetown
Granger
Hutto
Leander
Liberty Hill
Round Rock
Taylor (SMD 3)

Schools

Georgetown ISD
Granger ISD
Hutto ISD
Jarrell ISD
Liberty Hill ISD
Pflugerville ISD
Taylor ISD (SMD 2)

Emergency Services Districts

Williamson County ESD No. 4

Municipal Utility Districts

Northwest Williamson County MUD No. 2
Round Rock MUD No. 2
Sonterra MUD
Williamson County MUD No. 19C
Williamson County MUD No. 19E

ATTACHMENT B

Election Day voting locations (to be determined)

ATTACHMENT C

Early Voting Schedule with Voting Locations (to be determined)



City of Round Rock

Agenda Item Summary

Agenda Number: G.2

Title: Consider a resolution authorizing the Mayor to execute a Customer Service Order with Charter Communications Operating, LLC on behalf of Spectrum, for an internet upgrade for 1Gigabyte Fiber at 2701 North Mays Street.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/25/2021

Dept Director: Heath Douglas, Chief Information Officer

Cost: \$64,764.00

Indexes: General Fund

Attachments: Resolution, Exhibit A

Department: Information Technology

Text of Legislative File 2021-072

This resolution is a modification to the existing internet service at Police Department data center. The service is currently on a month-to-month rate of \$2,250.00 per month. This change will put the service on a 36 month contract, upgrade the upload\download speed from 200 Mbps to 1000 Mbps (1 Gig) and lower the monthly cost to \$1,799.00 monthly. The total cost of the contract is \$64,764.00. The cost savings of this change will be \$5,412.00 annually and \$16,236.00 over the life of the contract.

Cost: \$64,764.00

Source of Funds: General Fund

RESOLUTION NO. R-2021-072

WHEREAS, the City of Round Rock (“City”) desires to modify the existing internet service at the Police Department data center located at 2701 North Mays Street; and

WHEREAS, a Customer Service Order has been submitted by Charter Communications Operating, LLC on behalf of Spectrum to provide the internet upgrade; and

WHEREAS, the City Council desires to enter into said order with Charter Communications Operating, LLC, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a Customer Service Order with Charter Communications Operating, LLC, a copy of said 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 25th day of March, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Horacio Galvan
Phone: 5125939240 ext:
Cell Phone: +1 5125939240
Email: eli.galvan@charter.com

Order # 12287269

Customer Information: Customer Code		
Business Name	CITY OF ROUND ROCK **MASTER** (HQ) -	Customer Type:
Billing Address		
Attention To:		Account Number
221 E MAIN ST 150 ROUND ROCK TX 78664		8260160300668092
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Monique Adams	(512) 218-3234	madams@roundrocktexas.gov
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Laurie Hadley	(512) 218-5400	lhadley@roundrocktexas.gov
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Heath Douglas	(512) 218-5508	hdouglas@roundrocktexas.gov

Fiber Internet and Ethernet Service Order Information For 2701 N Mays St Round Rock TX 78665

Site Name	Address Location	Location Type	Bandwidth
	2701 N Mays St Round Rock, TX 78665		1Gbps

Current Services and Monthly charges At 2701 N Mays St , Round Rock TX 78665

Description	Quantity	Sales Price	Monthly Recurring Total
Siptag-F	1	\$0.00	\$0.00
Hos Basic	58	\$10.35	\$600.30
Pri Order	1	\$0.00	\$0.00
Qldns Reg	1	\$0.00	\$0.00
Bc Trk Tns	68	\$0.00	\$0.00
Bcmonbannr	1	\$0.00	\$0.00
Qldnshstng	1	\$0.00	\$0.00
Comml Acct	1	\$0.00	\$0.00
DNS HOSTING	1	\$0.00	\$0.00
DNS SERVICE	1	\$0.00	\$0.00
Sipbillplan	1	\$0.00	\$0.00
DO NOT PRINT	1	\$0.00	\$0.00
HD VIDEO PRO	58	\$18.15	\$1,052.70
Ethernet Spoke	1	\$0.00	\$0.00
CHANNEL INSERTION	1	\$100.00	\$100.00
Trunk-MAIN NUMBER	1	\$0.00	\$0.00
BC SIP TRUNK - 3YR	50	\$15.00	\$750.00
Ethernet Interstate	1	\$540.00	\$540.00
DID BLOCK 100 NUMBERS	2	\$15.00	\$30.00
LD 3,000 FREE MINUTES	1	\$0.00	\$0.00
*Total			\$3,073.00

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 2701 N Mays St , Round Rock TX 78665

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
5 Static IP	1	\$0.00	\$0.00	36 Months
Fiber Internet 1Gbps	1	\$1,799.00	\$1,799.00	36 Months
*Total			\$1,799.00	

*Prices do not include taxes and fees.

Special Terms

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed



City of Round Rock

Agenda Item Summary

Agenda Number: G.3

Title: Consider a resolution authorizing the Mayor to execute a Standard Form of Agreement between Owner and Contractor with SKE Construction, LLC for the South Creek A/C Waterline Rehabilitation Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/25/2021

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$1,697,337.50

Indexes: Self-Financed Water Construction

Attachments: Resolution, Quote, MAP, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2021-073

The City of Round Rock has a water main replacement program that targets water mains based on their age, history of leaks, breaks, and other problems. Replacing these aging water mains with modern materials ensures safe and reliable delivery of drinking water to the residents of Round Rock.

The City has elected to replace water mains using pre-chlorinated pipe bursting. This technique allows less impact to City customers by minimizing the time individual waterlines are out-of-service. To date, the City has completed eight projects which have replaced approximately 94,000 linear feet (L.F.) of existing water mains.

This proposed project will consist of replacing approximately 14,500 L.F. of 6-inch, 8-inch, and 12-inch asbestos-cement (A/C) water mains with same size high-density polyethylene pipe in the South Creek subdivisions. These mains installed in the 1970s have a history of breaks and are near the end of their estimated life expectancy.

The Utility Staff is requesting a Purchase Order in the amount of \$1,697,337.50 for a Buy Board contract with SKE Construction, LLC for the construction. SKE has completed several A/C waterline replacement projects for the City over the past several years.

Cost: \$1,697,337.50

Source of Funds: Self-Financed Water Construction

RESOLUTION NO. R-2021-073

WHEREAS, the City of Round Rock (“City”) desires to complete the South Creek A/C Waterline Rehabilitation Project (“Project”); and

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

WHEREAS, SKE Construction, LLC is an approved vendor of the Buy Board; and

WHEREAS, the City Council now wishes to enter into a “Standard Form of Agreement Between Owner and Contractor” with SKE Construction, LLC for the Project, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City a “Standard Form of Agreement between Owner and Contractor” with SKE Construction, LLC for the 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 25th day of March, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Work Order Signature Document

ezIQC Buy Board Contract No.: 520-16 Area G - SKE

☒

New Work Order



Modify an Existing Work Order

Work Order Number.: 088398.00

Work Order Date: 02/22/2021

Work Order Title: City of Round Rock - South Creek AC Rehab

Owner Name: Utilities and Environmental Services - Cit Contractor Name: SKE Construction, LLC

Contact: Kit Pekins

Contact: Karl Eberhart

Phone: 512-341-3145

Phone: 281-585-4100

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of ezIQC Buy Board Contract No 520-16 Area G - SKE.

Brief Work Order Description:

City of Round Rock- South Creek AC Rehab.

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply: ☐Will not apply: ☒**Work Order Firm Fixed Price: \$1,697,337.50**

Owner Purchase Order Number:

Approvals

Owner_____
Date_____
Contractor_____
Date

Detailed Scope of Work

To: Karl Eberhart
SKE Construction

PO Box 1111
Cypress, TX 77410
281-585-4100

From: Kit Pekins
Utilities and Environmental Services - City of
Round Rock
3400 Sunrise Rd.
Round Rock,, TX 78665
512-341-3145

Date Printed: February 22, 2021

Work Order Number: 088398.00

Work Order Title: City of Round Rock - South Creek AC Rehab

Brief Scope: City of Round Rock- South Creek AC Rehab.

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

1. Traffic control, and trench safety per city specs.
2. Pre-chlorinated pipe bursting of 13,260LF of 6" waterline
3. Pre-chlorinated pipe bursting of 1,000LF of 8" waterline
4. Pre-chlorinated pipe bursting of 200LF of 12" waterline
5. Remove and replace 22 fire hydrants
6. (3) 8x1 short side services
7. (5) 8x1.5 long side dual services
8. (3) 8x1.5 short side dual services
9. (113) 6x1.5 short side dual services
10. (127) 6x1.5 long side dual services
11. (16) 6x1 short side services
12. Haul off excess excavated material
13. Restore sod, pavement, sidewalk, and curbs.

Subject to the terms and conditions of JOC Contract **520-16 Area G - SKE**.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: February 22, 2021

Re: IQC Master Contract #: 520-16 Area G - SKE
Work Order #: 088398.00
Owner PO #:
Title: City of Round Rock - South Creek AC Rehab
Contractor: SKE Construction, LLC
Proposal Value: \$1,697,337.50

Clean Out	\$3,532.36
Cut Off	\$1,176.59
FH	\$68,420.16
GV	\$50,778.55
Haul Off	\$22,568.52
Mobilization	\$0.00
Open Cut	\$3,736.83
PB	\$860,054.41
Restoration	\$106,885.31
Service	\$165,428.44
Site Work	\$185,150.71
SWPPP	\$2,975.06
TCP	\$15,226.37
WC	\$211,404.19
Proposal Total	\$1,697,337.50

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 21.95%

Contractor's Price Proposal - Detail

Date: February 22, 2021

Re: IQC Master Contract #: 520-16 Area G - SKE
 Work Order #: 088398.00
 Owner PO #:
 Title: City of Round Rock - South Creek AC Rehab
 Contractor: SKE Construction, LLC
 Proposal Value: \$1,697,337.50

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Clean Out					
1	33 11 13 23 0011		LF	6" Class 200, SDR 21 Polyvinyl Chloride (PVC) Pressure Pipe	\$1,801.73
			Installation	Quantity 200.00 x Unit Price 8.16 x Factor 1.1040 = Total 1,801.73	
2	33 31 00 00 0105		EA	6" Clean Out Tees With Plug, Polyvinyl Chloride (PVC) Sewer And Drain	\$1,730.63
			Installation	Quantity 10.00 x Unit Price 156.76 x Factor 1.1040 = Total 1,730.63	
Subtotal for Clean Out					\$3,532.36
Cut Off					
3	23 05 23 00 0016		EA	3/4" 200 PSI, Non Rising Stem, Crimped Bronze Gate Valve	\$1,176.59
			Installation	Quantity 15.00 x Unit Price 71.05 x Factor 1.1040 = Total 1,176.59	
			Resident Cut-Off Valve		
Subtotal for Cut Off					\$1,176.59
FH					
4	33 11 13 13 0005		LF	6" Mechanical Joint Ductile Iron Pipe	\$4,098.93
			Installation	Quantity 130.00 x Unit Price 28.56 x Factor 1.1040 = Total 4,098.93	
			FH Lead		
5	33 11 13 13 0487		EA	6" Mechanical Joint Ductile Iron Long Sleeves	\$8,458.30
			Installation	Quantity 22.00 x Unit Price 348.25 x Factor 1.1040 = Total 8,458.30	
6	33 11 13 13 0503		EA	6" Mechanical Joint Gland, Gasket, T-Head Bolts And NutsIncludes six (6) 3/4" diameter plain finish Boltss with nut.	\$10,258.92
			Installation	Quantity 350.00 x Unit Price 26.55 x Factor 1.1040 = Total 10,258.92	
			FH Connections		
7	33 11 13 53 0137		EA	6" Diameter x 6" Epoxy Coated Carbon Steel Flange, Stainless Steel Tapping Sleeve (Smith-Blair 662)	\$1,021.28
			Installation	Quantity 1.00 x Unit Price 925.07 x Factor 1.1040 = Total 1,021.28	
8	33 11 13 53 0139		EA	8" Diameter x 6" Epoxy Coated Carbon Steel Flange, Stainless Steel Tapping Sleeve (Smith-Blair 662)	\$1,070.24
			Installation	Quantity 1.00 x Unit Price 969.42 x Factor 1.1040 = Total 1,070.24	
9	33 12 13 23 0013		EA	2" Inlet x 2-1/2" Outlet Steel Flushing Hydrant, 3' Bury Depth	\$460.78
			Installation	Quantity 1.00 x Unit Price 417.37 x Factor 1.1040 = Total 460.78	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 088398.00

Work Order Title: City of Round Rock - South Creek AC Rehab

FH									
10	33	12	19	00	0043	EA	3' Burial Section, 5-1/4" Valve, Two Way, Standard Type (Traditional) Fire Hydrant		\$9,082.00
						Installation	Quantity	Unit Price	Factor
							5.00	1,645.29	1.1040
							x	x	=
									Total
									9,082.00
11	33	12	19	00	0045	EA	4' Burial Section, 5-1/4" Valve, Two Way, Standard Type (Traditional) Fire Hydrant		\$5,748.14
						Installation	Quantity	Unit Price	Factor
							3.00	1,735.55	1.1040
							x	x	=
									Total
									5,748.14
12	33	12	19	00	0047	EA	5' Burial Section, 5-1/4" Valve, Two Way, Standard Type (Traditional) Fire Hydrant		\$28,221.57
						Installation	Quantity	Unit Price	Factor
							14.00	1,825.93	1.1040
							x	x	=
									Total
									28,221.57
Subtotal for FH									\$68,420.16
GV									
13	33	12	16	00	0040	EA	Valve Box Upper And Lower Section		\$3,003.32
						Installation	Quantity	Unit Price	Factor
							40.00	68.01	1.1040
							x	x	=
									Total
									3,003.32
14	33	12	16	00	0041	EA	Valve Box Cover "Water"		\$480.46
						Installation	Quantity	Unit Price	Factor
							40.00	10.88	1.1040
							x	x	=
									Total
									480.46
15	33	12	16	00	0307	EA	6" Resilient Wedge Gate Valve, Mechanical Joint		\$34,819.28
						Installation	Quantity	Unit Price	Factor
							44.00	716.80	1.1040
							x	x	=
									Total
									34,819.28
16	33	12	16	00	0308	EA	8" Resilient Wedge Gate Valve, Mechanical Joint		\$11,454.33
						Installation	Quantity	Unit Price	Factor
							10.00	1,037.53	1.1040
							x	x	=
									Total
									11,454.33
17	33	12	16	00	0364	EA	6" Resilient Wedge Tapping Gate Valve, Mechanical Joint X Flanged Joint		\$1,021.16
						Installation	Quantity	Unit Price	Factor
							1.00	924.96	1.1040
							x	x	=
									Total
									1,021.16
Subtotal for GV									\$50,778.55
Haul Off									
18	01	74	19	00	0031	CY	Excavated Dirt Landfill Dump Fee		\$3,415.78
						Installation	Quantity	Unit Price	Factor
							350.00	8.84	1.1040
							x	x	=
									Total
									3,415.78
19	01	74	19	00	0032	CY	Asphalt, Concrete, Gravel And Subgrade Material, Landfill Dump Fee		\$7,229.54
						Installation	Quantity	Unit Price	Factor
							350.00	18.71	1.1040
							x	x	=
									Total
									7,229.54
20	01	74	19	00	0035	CYM	Hauling On Paved Roads, First 15 Miles		\$11,923.20
						Installation	Quantity	Unit Price	Factor
							20,000.00	0.54	1.1040
							x	x	=
									Total
									11,923.20
Subtotal for Haul Off									\$22,568.52
Mobilization									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 088398.00

Work Order Title: City of Round Rock - South Creek AC Rehab

Mobilization

21	01 71 13 00 0002	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.						\$0.00
		Installation	Quantity	Unit Price	Factor	=	Total		
			0.00	150.00	1.1040	x	0.00		
22	33 01 30 71 0011	EA	Initial Set-up Pipe Bursting Equipment						\$0.00
		Installation	Quantity	Unit Price	Factor	=	Total		
			0.00	2,985.10	1.1040	x	0.00		
23	33 13 00 00 0002	EA	Setting Up And Removing Equipment For Water Main Disinfection/Sterilization, Gas Chlorination Method						\$0.00
		Installation	Quantity	Unit Price	Factor	=	Total		
			0.00	362.04	1.1040	x	0.00		

Subtotal for Mobilization

\$0.00

Open Cut

24	31 23 16 13 0004	CY	12" Wide or Less, Excavation for Trenching by Machine in Loose Rock						\$3,038.21
		Installation	Quantity	Unit Price	Factor	=	Total		
			320.00	8.60	1.1040	x	3,038.21		
25	31 23 16 13 0010	CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Machine						\$650.04
		Installation	Quantity	Unit Price	Factor	=	Total		
			320.00	1.84	1.1040	x	650.04		
26	31 23 16 13 0045	LF	Backfill 6" Wide, 36" Deep Trench, With Compaction						\$48.58
		Installation	Quantity	Unit Price	Factor	=	Total		
			100.00	0.44	1.1040	x	48.58		

Subtotal for Open Cut

\$3,736.83

PB

27	01 22 20 00 0015	HR	LaborerFor tasks not included in the Construction Task Catalog® and as directed by owner only.						\$20,811.50
		Installation	Quantity	Unit Price	Factor	=	Total		
			700.00	26.93	1.1040	x	20,811.50		
28	01 22 20 00 0015 0004		For Foreman, Add						\$298.08
		Installation	Quantity	Unit Price	Factor	=	Total		
			200.00	1.35	1.1040	x	298.08		
29	33 01 30 71 0012	EA	Re-Set Up/Move Pipe Bursting Equipment						\$49,433.26
		Installation	Quantity	Unit Price	Factor	=	Total		
			30.00	1,492.55	1.1040	x	49,433.26		
30	33 01 30 71 0028	LF	6" Diameter, Static Head Pipe Bursting						\$244,250.73
		Installation	Quantity	Unit Price	Factor	=	Total		
			13,360.00	16.56	1.1040	x	244,250.73		
31	33 01 30 71 0029	LF	8" Diameter, Static Head Pipe Bursting						\$20,368.80
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,000.00	18.45	1.1040	x	20,368.80		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 088398.00

Work Order Title: City of Round Rock - South Creek AC Rehab

PB

32	33 01 30 71 0031	LF	12" Diameter, Static Head Pipe Bursting						\$5,246.21
		Installation	Quantity	Unit Price	Factor	=	Total		
			200.00	23.76	1.1040		5,246.21		
33	33 11 13 23 0000	LF	Hercules 800G GrundoBurst Machine						\$232,960.00
		Installation	Quantity	Unit Price	Factor	=	Total		
			14,560.00	16.00	1.0000		232,960.00		
34	33 11 13 23 0430	LF	6" DR 21, Butt Fusion Joint High Density Polyethylene (HDPE) Pressure Pipe						\$174,043.39
		Installation	Quantity	Unit Price	Factor	=	Total		
			13,360.00	11.80	1.1040		174,043.39		
35	33 11 13 23 0431	LF	8" DR 21, Butt Fusion Joint High Density Polyethylene (HDPE) Pressure Pipe						\$16,847.04
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,000.00	15.26	1.1040		16,847.04		
36	33 11 13 23 0433	LF	12" DR 21, Butt Fusion Joint High Density Polyethylene (HDPE) Pressure Pipe						\$5,531.04
		Installation	Quantity	Unit Price	Factor	=	Total		
			200.00	25.05	1.1040		5,531.04		
37	33 11 13 23 1431	LF	MOD for 8" DR11 (200 PSI)						\$6,855.84
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,000.00	6.21	1.1040		6,855.84		
38	33 11 13 23 1433	LF	MOD for 12" DR11 (200 PSI)						\$3,075.74
		Installation	Quantity	Unit Price	Factor	=	Total		
			200.00	13.93	1.1040		3,075.74		
39	33 11 13 23 1441	LF	MOD for 6" DR11 (200 PSI)						\$76,844.58
		Installation	Quantity	Unit Price	Factor	=	Total		
			13,360.00	5.21	1.1040		76,844.58		
40	33 13 00 00 0005	LF	6" Diameter Pipe Water Main Disinfection/Sterilization						\$3,097.38
		Installation	Quantity	Unit Price	Factor	=	Total		
			13,360.00	0.21	1.1040		3,097.38		
41	33 13 00 00 0006	LF	8" Diameter Pipe Water Main Disinfection/Sterilization						\$298.08
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,000.00	0.27	1.1040		298.08		
42	33 13 00 00 0008	LF	12" Diameter Pipe Water Main Disinfection/Sterilization						\$92.74
		Installation	Quantity	Unit Price	Factor	=	Total		
			200.00	0.42	1.1040		92.74		

Subtotal for PB

\$860,054.41

Restoration

43	31 05 13 00 0003	CY	3/8" Minus, ASTM C33, Screened/Washed Bedding Sand						\$12,753.41
		Installation	Quantity	Unit Price	Factor	=	Total		
			320.00	36.10	1.1040		12,753.41		
44	31 05 16 00 0004	CY	#4 Stone Aggregate Fill (3/4" To 1-1/2" Clean)						\$14,844.83
		Installation	Quantity	Unit Price	Factor	=	Total		
			320.00	42.02	1.1040		14,844.83		
		Service & Excavation Bedding							
45	31 32 13 19 0003	TON	Cement Stabilized Base Material						\$780.53
		Installation	Quantity	Unit Price	Factor	=	Total		
			10.00	70.70	1.1040		780.53		
		Under Pavement							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 088398.00

Work Order Title: City of Round Rock - South Creek AC Rehab

Restoration

46	32 12 16 13 0016	SY	2" Thick Surface Course	Includes placement, rolling, finishing and sweeping.						\$673.66
		Installation	Quantity	Unit Price	Factor	=	Total			
			60.00	10.17	1.1040		673.66			
		HMAL								
47	32 16 13 13 0020	LF	6" x 24" Concrete Gutter With 6" Curb And Face - Straight							\$4,073.76
		Installation	Quantity	Unit Price	Factor	=	Total			
			200.00	18.45	1.1040		4,073.76			
48	32 16 23 00 0004	SF	6" Cast In Place Concrete Sidewalk							\$52,362.72
		Installation	Quantity	Unit Price	Factor	=	Total			
			9,000.00	5.27	1.1040		52,362.72			
49	32 92 23 00 0065	MSF	Up To 1,000 SF, St. Augustine Sod, Installed On Level Ground							\$21,396.40
		Installation	Quantity	Unit Price	Factor	=	Total			
			32.00	605.65	1.1040		21,396.40			

Subtotal for Restoration

\$106,885.31

Service

50	33 11 13 23 0010	LF	4" Class 200, SDR 21 Polyvinyl Chloride (PVC) Pressure Pipe							\$2,941.06
		Installation	Quantity	Unit Price	Factor	=	Total			
			600.00	4.44	1.1040		2,941.06			
51	33 11 13 23 1006	LF	1X100 CTS SDR9 HDPE PIPE 250#							\$278.40
		NPP Installation	Quantity	Unit Price	Factor	=	Total			
			240.00	1.16	1.0000		278.40			
52	33 11 13 23 1007	LF	1-1/2X100 CTS SDR9 HDPE PIPE 250#							\$8,250.20
		NPP Installation	Quantity	Unit Price	Factor	=	Total			
			5,810.00	1.42	1.0000		8,250.20			
53	33 11 13 23 1008	LF	2X100 CTS SDR9 HDPE PIPE 250#							\$132.50
		NPP Installation	Quantity	Unit Price	Factor	=	Total			
			50.00	2.65	1.0000		132.50			
54	33 11 13 39 1054	EA	LF 1-1/2X3/4 U48-63-G-NL U-BRANCH PC							\$21,033.60
		NPP Installation	Quantity	Unit Price	Factor	=	Total			
			240.00	87.64	1.0000		21,033.60			
		U-Branch								
55	33 11 13 53 0079	EA	6" Diameter x 3/4" To 1" Tap Stainless Steel Double Straps, Bronze Body Service Saddle (Mueller BR2S)							\$3,834.50
		Installation	Quantity	Unit Price	Factor	=	Total			
			16.00	217.08	1.1040		3,834.50			
56	33 11 13 53 0080	EA	6" Diameter x 1-1/4" To 2" Tap Stainless Steel Double Straps, Bronze Body Service Saddle (Mueller BR2S)							\$58,370.73
		Installation	Quantity	Unit Price	Factor	=	Total			
			221.00	239.24	1.1040		58,370.73			
57	33 11 13 53 0081	EA	8" Diameter x 3/4" To 1" Tap Stainless Steel Double Straps, Bronze Body Service Saddle (Mueller BR2S)							\$829.32
		Installation	Quantity	Unit Price	Factor	=	Total			
			3.00	250.40	1.1040		829.32			
58	33 11 13 53 0082	EA	8" Diameter x 1-1/4" To 2" Tap Stainless Steel Double Straps, Bronze Body Service Saddle (Mueller BR2S)							\$2,325.73
		Installation	Quantity	Unit Price	Factor	=	Total			
			8.00	263.33	1.1040		2,325.73			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 088398.00

Work Order Title: City of Round Rock - South Creek AC Rehab

Service

59	33	12	16	00	0036	EA	12" Wide x 16" Long x 16" Deep Plastic Meter Box And Cover									\$1,612.94
							Installation	Quantity		Unit Price		Factor	=	Total		
								10.00	x	146.10	x	1.1040	=	1,612.94		
							Single Meter Boxes									
60	33	12	16	00	0125	EA	3/4" Threaded, Class 150, Bronze Angle Valve									\$1,143.08
							Installation	Quantity		Unit Price		Factor	=	Total		
								20.00	x	51.77	x	1.1040	=	1,143.08		
61	33	12	16	00	0246	EA	1" Ball Corporation Valve									\$1,399.31
							Installation	Quantity		Unit Price		Factor	=	Total		
								19.00	x	66.71	x	1.1040	=	1,399.31		
62	33	12	16	00	0247	EA	1-1/2" Ball Corporation Valve									\$32,193.96
							Installation	Quantity		Unit Price		Factor	=	Total		
								228.00	x	127.90	x	1.1040	=	32,193.96		
63	33	12	16	00	0257	EA	3/4" Ball Curb Valve									\$28,745.51
							Installation	Quantity		Unit Price		Factor	=	Total		
								380.00	x	68.52	x	1.1040	=	28,745.51		
64	33	12	16	00	1036	EA	17X15 MTR BX W/ LCK LID Double Meter Box									\$2,337.60
							Installation	Quantity		Unit Price		Factor	=	Total		
								10.00	x	233.76	x	1.0000	=	2,337.60		
							Double Meter Boxes									

Subtotal for Service

\$165,428.44

Site Work

65	01	22	20	00	0036	HR	Truck Driver, LightFor tasks not included in the Construction Task Catalog® and as directed by owner only.									\$14,837.76
							Installation	Quantity		Unit Price		Factor	=	Total		
								300.00	x	44.80	x	1.1040	=	14,837.76		
66	01	22	23	00	0265	WK	3,000 LB Capacity, 78" Wide, Tracked Skid-Steer Loader (Bobcat) With Full-Time Operator									\$61,937.45
							Installation	Quantity		Unit Price		Factor	=	Total		
								18.00	x	3,116.82	x	1.1040	=	61,937.45		
67	01	22	23	00	0267	DAY	Hydraulic Hammer Attachment For Skid-Steer Loaders									\$3,798.64
							Installation	Quantity		Unit Price		Factor	=	Total		
								20.00	x	172.04	x	1.1040	=	3,798.64		
68	01	22	23	00	0385	WK	11,000 LB Mini-Excavator With Full-Time Operator (Bobcat 337)									\$67,830.09
							Installation	Quantity		Unit Price		Factor	=	Total		
								18.00	x	3,413.35	x	1.1040	=	67,830.09		
							Excavation									
69	01	22	23	00	0391	DAY	1 CY, 24" Bucket, 14'-4" Deep, 75 HP, Loader-Backhoe With Full-Time Operator									\$17,399.04
							Installation	Quantity		Unit Price		Factor	=	Total		
								20.00	x	788.00	x	1.1040	=	17,399.04		
70	02	41	19	13	0058	LF	Saw Cut In Streets, Concrete And Asphalt Up To 4" Depth									\$3,788.93
							Installation	Quantity		Unit Price		Factor	=	Total		
								2,600.00	x	1.32	x	1.1040	=	3,788.93		
							Open Cut & Side Walk									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 088398.00

Work Order Title: City of Round Rock - South Creek AC Rehab

Site Work

71	02	41	19	13	0058	0030		For Each Additional Pass (Depth To 3"), Add									\$0.00
							Installation	Quantity		Unit Price		Factor	=	Total			
								0.00	x	0.47	x	1.1040	=	0.00			
72	03	31	13	00	0035		CY	Up To 6", By Direct Chute, Place 3,000 PSI Concrete Slab On Grade									\$10,723.43
							Installation	Quantity		Unit Price		Factor	=	Total			
								75.00	x	129.51	x	1.1040	=	10,723.43			
							Thrust Blocking										
73	11	68	13	00	1689		EA	ADA Wide Ramp 16808									\$4,687.63
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.00	x	4,246.04	x	1.1040	=	4,687.63			
74	32	16	13	16	0009		EA	Sidewalk/Curb Steel Facing, Pedestrian Ramps, Two Drops Per Section									\$147.74
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.00	x	133.82	x	1.1040	=	147.74			

Subtotal for Site Work

\$185,150.71

SWPPP

75	31	25	14	26	0003		LF	2' High Silt Fence with Stakes at 4' On Center									\$1,302.72
							Installation	Quantity		Unit Price		Factor	=	Total			
								1,000.00	x	1.18	x	1.1040	=	1,302.72			
76	31	25	14	26	0028		EA	Wattles (Sterile Straw Filled Rolls), 12" x 20'									\$1,672.34
							Installation	Quantity		Unit Price		Factor	=	Total			
								20.00	x	75.74	x	1.1040	=	1,672.34			

Subtotal for SWPPP

\$2,975.06

TCP

77	01	11	11	15	1000		LS	Traffic Control Plan Engineer Signed & Sealed									\$3,312.00
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.00	x	3,000.00	x	1.1040	=	3,312.00			
78	01	22	20	00	0053		HR	Flagperson For Traffic Control									\$11,914.37
							Installation	Quantity		Unit Price		Factor	=	Total			
								400.00	x	26.98	x	1.1040	=	11,914.37			

Subtotal for TCP

\$15,226.37

WC

79	33	11	13	13	0020		EA	6" Mechanical Joint Ductile Iron 90 Degree Elbow									\$322.15
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.00	x	291.80	x	1.1040	=	322.15			
80	33	11	13	13	0021		EA	8" Mechanical Joint Ductile Iron 90 Degree Elbow									\$455.75
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.00	x	412.82	x	1.1040	=	455.75			
81	33	11	13	13	0035		EA	6" Mechanical Joint Ductile Iron 45 Degree Elbow									\$270.04
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.00	x	244.60	x	1.1040	=	270.04			
82	33	11	13	13	0036		EA	8" Mechanical Joint Ductile Iron 45 Degree Elbow									\$380.99
							Installation	Quantity		Unit Price		Factor	=	Total			
								1.00	x	345.10	x	1.1040	=	380.99			
							Offsets										

Contractor's Price Proposal - Detail Continues..

Work Order Number: 088398.00

Work Order Title: City of Round Rock - South Creek AC Rehab

WC

83	33	11	13	13 0107	EA	6" x 6" Mechanical Joint Ductile Iron Tee											\$12,141.79
					Installation		Quantity		Unit Price		Factor	=	Total				
							26.00	x	423.00	x	1.1040	=	12,141.79				
84	33	11	13	13 0109	EA	8" x 6" Mechanical Joint Ductile Iron Tee											\$9,190.93
					Installation		Quantity		Unit Price		Factor	=	Total				
							16.00	x	520.32	x	1.1040	=	9,190.93				
85	33	11	13	13 0110	EA	8" x 8" Mechanical Joint Ductile Iron Tee											\$10,902.22
					Installation		Quantity		Unit Price		Factor	=	Total				
							16.00	x	617.20	x	1.1040	=	10,902.22				
86	33	11	13	13 0301	EA	8" x 8" Mechanical Joint Ductile Iron Cross											\$747.15
					Installation		Quantity		Unit Price		Factor	=	Total				
							1.00	x	676.77	x	1.1040	=	747.15				
87	33	11	13	13 0443	EA	8" Mechanical Joint Ductile Iron Caps											\$572.05
					Installation		Quantity		Unit Price		Factor	=	Total				
							2.00	x	259.08	x	1.1040	=	572.05				
88	33	11	13	13 0488	EA	8" Mechanical Joint Ductile Iron Long Sleeves											\$3,376.25
					Installation		Quantity		Unit Price		Factor	=	Total				
							6.00	x	509.70	x	1.1040	=	3,376.25				
89	33	11	13	13 0504	EA	8" Mechanical Joint Gland, Gasket, T-Head Bolts And NutsIncludes six (6) 3/4" diameter plain finish Boltss with nut.											\$5,153.47
					Installation		Quantity		Unit Price		Factor	=	Total				
							150.00	x	31.12	x	1.1040	=	5,153.47				
90	33	11	13	13 0544	EA	6" Mechanical Joint Restraints For Ductile Iron Pipe (Megalug 1100)											\$96,364.30
					Installation		Quantity		Unit Price		Factor	=	Total				
							350.00	x	249.39	x	1.1040	=	96,364.30				
91	33	11	13	13 0545	EA	8" Mechanical Joint Restraints For Ductile Iron Pipe (Megalug 1100)											\$54,055.15
					Installation		Quantity		Unit Price		Factor	=	Total				
							150.00	x	326.42	x	1.1040	=	54,055.15				
92	33	11	13	13 1036	EA	8 HYMAX LONG BODY COUP 8.54-9.84											\$2,390.85
					NPP Installation		Quantity		Unit Price		Factor	=	Total				
							5.00	x	478.17	x	1.0000	=	2,390.85				
93	33	11	13	13 1037	EA	6 HYMAX LONG BODY COUP 8.54-9.84											\$14,367.90
					NPP Installation		Quantity		Unit Price		Factor	=	Total				
							20.00	x	650.72	x	1.1040	=	14,367.90				
94	33	11	13	13 1038	EA	12 OS HYMAX LB COUP 13.15-14.41											\$713.20
					NPP Installation		Quantity		Unit Price		Factor	=	Total				
							1.00	x	646.01	x	1.1040	=	713.20				

Subtotal for WC

\$211,404.19

Proposal Total

\$1,697,337.50

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 21.95%

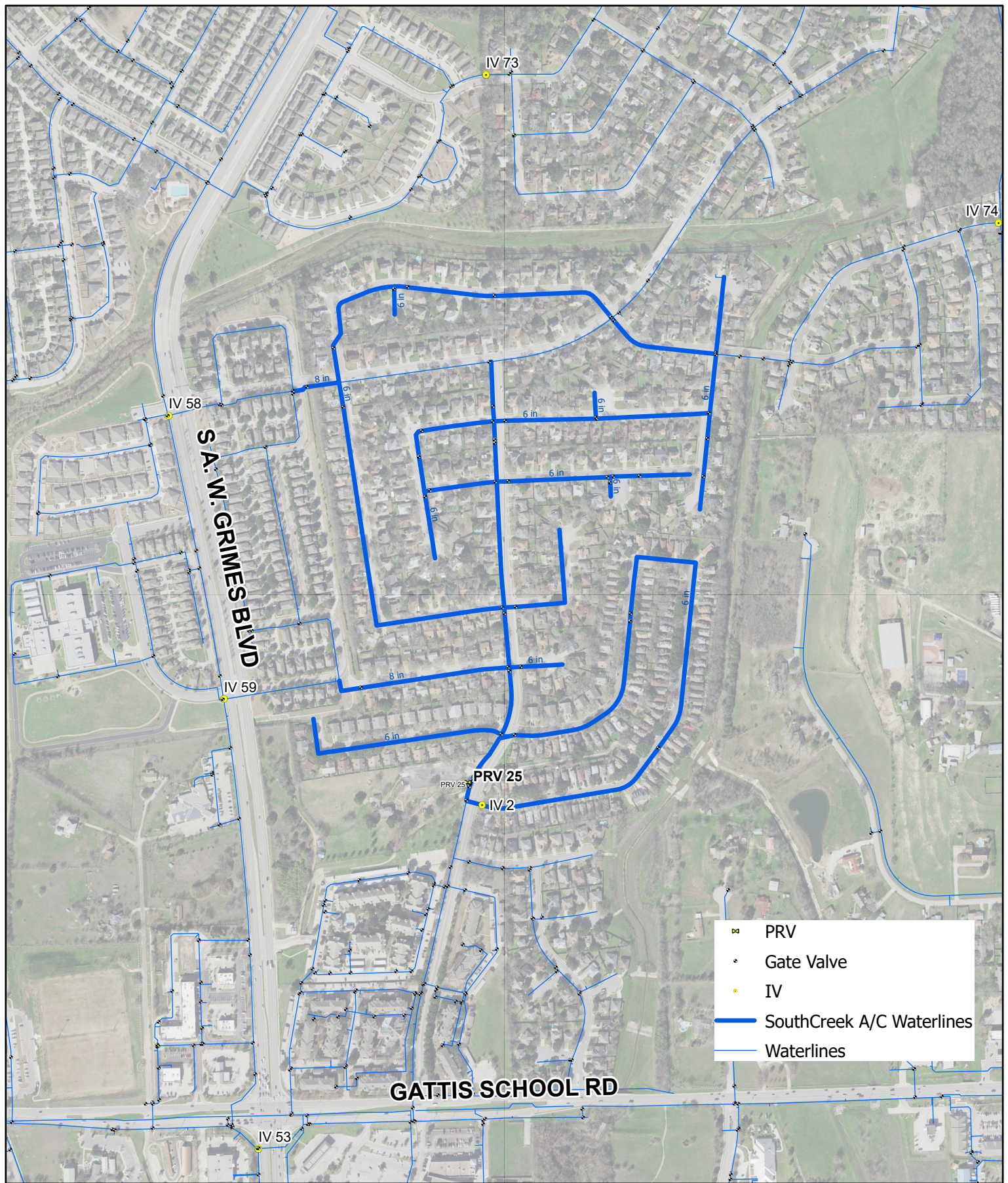


Subcontractor Listing

Date: February 22, 2021

Re: IQC Master Contract #: 520-16 Area G - SKE
Work Order #: 088398.00
Owner PO #:
Title: City of Round Rock - South Creek AC Rehab
Contractor: SKE Construction, LLC
Proposal Value: \$1,697,337.50

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00



Date Saved: 3/8/2021 4:59 PM



South Creek A/C Pipe Bursting



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:
2021-725633

Date Filed:
03/10/2021

Date Acknowledged:

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

SKE Construction, LLC
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

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 South Creek AC Rehab
City of Round Rock- South Creek AC Rehabilitation of Waterlines

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.



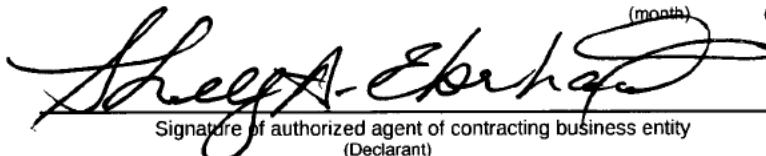
6 UNSWORN DECLARATION

My name is Shelly A. Eberhart, and my date of birth [REDACTED]

My address is 15921 Stone Oak Estates Ct, Cypress, TX, 77429, 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 10th day of March, 2021
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.4

Title: Consider a resolution authorizing the Mayor to execute a Contract with Atlas Construction, Co. for the University Boulevard Water Main Extension Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/25/2021

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$632,017.48

Indexes: Self-Financed Water Construction

Attachments: Resolution, Bid Tab, Map, Award Recommendation Letter, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2021-074

This contract is for the construction services required for the University Waterline Extension project. The project consist of approximately 3,880 linear feet of 16-inch waterline, 72 linear feet of 6-inch waterline, 30 linear feet of 30-inch steel encasement by jack and bore, 160 linear feet of 30-inch steel encasement by open cut, 8-inch meter vault, and backflow preventor vault. In 2015, a 36-inch waterline was constructed along University Boulevard from AW Grimes Boulevard east to the future intersection of Kenny Fort Arterial A roadway. The University Waterline Extension Project will extend a 16-inch waterline from that location approximately 4,000 feet east to County Road (CR) 110. The project will also include a metering station located on the southwest corner of University Boulevard and CR 110. Also included in the scope of the project will be acquiring easements outside the Right-of-Way to protect the waterline from future expansions of the University Boulevard corridor.

As part of an agreement with the Jonah Special Utility District, the waterline will serve as an interconnect to the Jonah water system. Based on the agreement, the City of Round Rock will obtain the water Certificate of Convenience and Necessity (CCN) for all properties in the City's extraterritorial jurisdiction that are located west of CR 110, except for a small portion of land that is located within the Siena Municipal Utility District. This water extension along University Boulevard will assist with providing water service to these future City of Round Rock utility customers.

On March 3, 2021, the U&ES Department received twelve 12 bids for the University Waterline Extension

project. Atlas Construction, Co. was the low bid with a total bid of \$632,017.48.

Cost: \$632,017.48

Source of Funds: Self-Financed Water Construction

RESOLUTION NO. R-2021-074

WHEREAS, the City of Round Rock has duly advertised for bids for the University Boulevard Water Main Extension Project; and

WHEREAS, Atlas Construction, Co. has submitted the lowest responsible bid; and

WHEREAS, the City Council wishes to accept the bid of Atlas Construction, Co., 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 Atlas Construction, Co. for the University Boulevard Water Main Extension Project.

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

RESOLVED this 25th day of March, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor

DATE: March 8, 2021

BID TABULATION

PROJECT: University Boulevard Water Main Extension

3400 Sunrise Rd LOCATION: Round Rock, TX 78665				Company Name: QRO MEX Construction Company, Inc.		DGuerra Construction LLC		Prota		Smith Contracting Co., Inc.	
BID DATE: March 3, 2021				Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes	
				Addendum(s)?		Addendum(s)?		Addendum(s)?		Addendum(s)?	
				Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes	
ITEM #		APPROX QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Clearing and Grubbing	40	STA	\$300.00	\$12,000.00	\$1,000.00	\$40,000.00	\$105.00	\$4,200.00	\$500.00	\$20,000.00
2	Flexible Base	7	CY	\$50.00	\$350.00	\$80.00	\$560.00	\$176.00	\$1,232.00	\$200.00	\$1,400.00
3	Controlled Low Strength Material	23	CY	\$165.00	\$3,795.00	\$170.00	\$3,910.00	\$213.00	\$4,899.00	\$150.00	\$3,450.00
4	Meter Vault No. 4 Structure	2	EA	\$17,000.00	\$34,000.00	\$32,000.00	\$64,000.00	\$19,000.00	\$38,000.00	\$25,000.00	\$50,000.00
5	Trench Safety Systems (All Depth)	3880	LF	\$3.00	\$11,640.00	\$5.00	\$19,400.00	\$1.50	\$5,820.00	\$1.00	\$3,880.00
6	30" Steel Encasement Pipe (Open Cut)	160	LF	\$250.00	\$40,000.00	\$182.00	\$29,120.00	\$210.00	\$33,600.00	\$186.00	\$29,760.00
7	30" Steel Encasement Pipe (Jack and Bore)	30	LF	\$400.00	\$12,000.00	\$652.00	\$19,560.00	\$777.00	\$23,310.00	\$1,000.00	\$30,000.00
8	16" Pipe Class 250 Carrier in Casing	190	LF	\$110.00	\$20,900.00	\$159.50	\$30,305.00	\$120.00	\$22,800.00	\$127.00	\$24,130.00
9	16" PVC Pipe (all depths), including Excavation and Backfill (open trench)	3880	LF	\$90.00	\$349,200.00	\$105.00	\$407,400.00	\$94.00	\$364,720.00	\$94.00	\$364,720.00
10	12" PVC Pipe (all depths), including Excavation and Backfill (open trench)	6	LF	\$80.00	\$480.00	\$165.00	\$990.00	\$135.00	\$810.00	\$150.00	\$900.00
11	6" DI Pipe Class 350 (all depths), including Excavation and Backfill (open trench)	72	LF	\$65.00	\$4,680.00	\$97.00	\$6,984.00	\$65.00	\$4,680.00	\$85.00	\$6,120.00
12	16" Gate Valves	14	EA	\$6,750.00	\$94,500.00	\$8,450.00	\$118,300.00	\$6,444.00	\$90,216.00	\$8,300.00	\$116,200.00
13	12" Gate Valve	1	EA	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$3,095.00	\$3,095.00	\$3,800.00	\$3,800.00
14	8" Gate Valve	1	EA	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$2,340.00	\$2,340.00	\$2,800.00	\$2,800.00
15	6" Gate Valve	4	EA	\$1,100.00	\$4,400.00	\$5,650.00	\$22,600.00	\$1,413.00	\$5,652.00	\$2,400.00	\$9,600.00
16	8" Double Check Valve Assembly	1	EA	\$15,000.00	\$15,000.00	\$11,500.00	\$11,500.00	\$24,729.00	\$24,729.00	\$16,800.00	\$16,800.00
17	2" Automatic Combination Air/Vacuum Release Valve Assembly (CAV)	2	EA	\$6,500.00	\$13,000.00	\$9,200.00	\$18,400.00	\$9,200.00	\$18,400.00	\$6,700.00	\$13,400.00
18	Fire Hydrant Assembly	4	EA	\$4,500.00	\$18,000.00	\$7,000.00	\$28,000.00	\$6,900.00	\$27,600.00	\$3,600.00	\$14,400.00

CITY OF ROUND ROCK
 Utilities & Environmental Services
 3400 Sunrise Road
 Round Rock, Texas 78665

BID EXTENDED AND CHECKED

BY: Amanda Taylor

DATE: March 8, 2021

BID TABULATION

PROJECT: University Boulevard Water Main Extension

19	Drain Valve Assembly	3	EA	\$8,000.00	\$24,000.00	\$8,000.00	\$24,000.00	\$6,700.00	\$20,100.00	\$4,500.00	\$13,500.00
20	DI Fittings	4	TN	\$7,500.00	\$30,000.00	\$6,250.00	\$25,000.00	\$13,370.00	\$53,480.00	\$6,700.00	\$26,800.00
21	Additional Bury Depth	14	VF	\$150.00	\$2,100.00	\$555.00	\$7,770.00	\$311.00	\$4,354.00	\$540.00	\$7,560.00
22	Stabilized Construction Entrance	2	EA	\$1,750.00	\$3,500.00	\$1,500.00	\$3,000.00	\$4,470.00	\$8,940.00	\$1,800.00	\$3,600.00
23	Temporary Fence	280	LF	\$3.00	\$840.00	\$5.00	\$1,400.00	\$12.00	\$3,360.00	\$8.00	\$2,240.00
24	Protective Fencing Type C	100	LF	\$4.00	\$400.00	\$5.00	\$500.00	\$18.00	\$1,800.00	\$30.00	\$3,000.00
25	Silt Fence for Erosion Control	3800	LF	\$3.00	\$11,400.00	\$2.50	\$9,500.00	\$3.78	\$14,364.00	\$3.00	\$11,400.00
26	Native Seeding for Erosion Control	4530	SY	\$1.00	\$4,530.00	\$1.00	\$4,530.00	\$10.50	\$47,565.00	\$1.25	\$5,662.50
27	Soil Retention Blanket Class 1	211	SY	\$4.50	\$949.50	\$5.00	\$1,055.00	\$3.00	\$633.00	\$5.00	\$1,055.00
28	Rock Berm	96	LF	\$25.00	\$2,400.00	\$25.00	\$2,400.00	\$25.00	\$2,400.00	\$47.00	\$4,512.00
29	Stormwater Pollution Prevention Plan (SWPPP)	1	LS	\$6,500.00	\$6,500.00	\$2,500.00	\$2,500.00	\$3,706.00	\$3,706.00	\$4,100.00	\$4,100.00
30	Concrete Washout	1	EA	\$2,500.00	\$2,500.00	\$600.00	\$600.00	\$625.00	\$625.00	\$2,000.00	\$2,000.00
31	Mobilization (not to exceed 5% of total bid)	1	LS	\$35,500.00	\$35,500.00	\$45,000.00	\$45,000.00	\$43,570.00	\$43,570.00	\$38,000.00	\$38,000.00
TOTAL					\$762,564.50		\$957,284.00		\$881,000.00		\$834,789.50

Indicates Written form differs from Number on Bid Form

Indicates corrected Total

ALTERNATE NO. 1

1	Remove Base Bid Line Item No. 9. Instead install 16" DI Pipe (all depths), including Excavation and Backfill (open trench)	3880	LF	\$90.00	\$349,200.00	\$116.50	\$452,020.00	\$100.00	\$388,000.00	\$97.00	\$376,360.00
2	Remove Base Bid Line Item No. 10. Instead install 12" DI Pipe (all depths), including Excavation and Backfill (open	6	LF	\$80.00	\$480.00	\$115.00	\$690.00	\$135.00	\$810.00	\$200.00	\$1,200.00
ALTERNATE NO. 1 TOTAL					\$349,680.00		\$452,710.00		\$388,810.00		\$377,560.00

TOTAL BASE BID + ALTERNATE

\$1,112,244.50

\$1,409,994.00

\$1,269,810.00

\$1,212,349.50

TOTAL BASE BID + ALTERNATE WITH PVC DEDUCT (Item 9 & 10)

\$762,564.50

\$1,001,604.00

\$904,280.00

\$846,729.50

Indicates corrected Total

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor
DATE: March 8, 2021

BID TABULATION

PROJECT: University Boulevard Water Main Extension

PROJECT: University Boulevard Water Main Extension

3400 Sunrise Rd											
LOCATION: Round Rock, TX 78665				Company Name: Bell Contractors, Inc.		Atlas Construction, Co.		Cash Construction Co., Inc.		Austin Underground, Inc.	
BID DATE: March 3, 2021				Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes	
				Addendum(s)?		Addendum(s)?		Addendum(s)?		Addendum(s)?	
				Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes	
ITEM #		APPROX QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Clearing and Grubbing	40	STA	\$105.00	\$4,200.00	\$255.00	\$10,200.00	\$200.00	\$8,000.00	\$250.00	\$10,000.00
2	Flexible Base	7	CY	\$16.02	\$112.14	\$43.86	\$307.02	\$45.00	\$315.00	\$110.00	\$770.00
3	Controlled Low Strength Material	23	CY	\$39.42	\$906.66	\$137.70	\$3,167.10	\$190.00	\$4,370.00	\$180.00	\$4,140.00
4	Meter Vault No. 4 Structure	2	EA	\$33,328.29	\$66,656.58	\$10,638.60	\$21,277.20	\$25,000.00	\$50,000.00	\$41,000.00	\$82,000.00
5	Trench Safety Systems (All Depth)	3880	LF	\$1.33	\$5,160.40	\$1.02	\$3,957.60	\$0.50	\$1,940.00	\$2.00	\$7,760.00
6	30" Steel Encasement Pipe (Open Cut)	160	LF	\$173.95	\$27,832.00	\$154.02	\$24,643.20	\$200.00	\$32,000.00	\$210.00	\$33,600.00
7	30" Steel Encasement Pipe (Jack and Bore)	30	LF	\$560.35	\$16,810.50	\$596.36	\$17,890.80	\$1,200.00	\$36,000.00	\$640.00	\$19,200.00
8	16" Pipe Class 250 Carrier in Casing	190	LF	\$110.60	\$21,014.00	\$108.63	\$20,639.70	\$125.00	\$23,750.00	\$110.00	\$20,900.00
9	16" PVC Pipe (all depths), including Excavation and Backfill (open trench)	3880	LF	\$65.11	\$252,626.80	\$75.18	\$291,698.40	\$97.00	\$376,360.00	\$96.50	\$374,420.00
10	12" PVC Pipe (all depths), including Excavation and Backfill (open trench)	6	LF	\$126.81	\$760.86	\$46.50	\$279.00	\$88.00	\$528.00	\$95.00	\$570.00
11	6" DI Pipe Class 350 (all depths), including	72	LF	\$53.36	\$3,841.92	\$38.48	\$2,770.56	\$65.00	\$4,680.00	\$70.00	\$5,040.00
12	16" Gate Valves	14	EA	\$6,106.52	\$85,491.28	\$6,310.37	\$88,345.18	\$7,100.00	\$99,400.00	\$7,600.00	\$106,400.00
13	12" Gate Valve	1	EA	\$2,155.44	\$2,155.44	\$2,556.12	\$2,556.12	\$2,700.00	\$2,700.00	\$3,200.00	\$3,200.00
14	8" Gate Valve	1	EA	\$1,307.60	\$1,307.60	\$1,680.96	\$1,680.96	\$1,600.00	\$1,600.00	\$1,800.00	\$1,800.00
15	6" Gate Valve	4	EA	\$954.80	\$3,819.20	\$1,338.24	\$5,352.96	\$1,200.00	\$4,800.00	\$1,400.00	\$5,600.00
16	8" Double Check Valve Assembly	1	EA	\$10,899.00	\$10,899.00	\$25,932.48	\$25,932.48	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00

CITY OF ROUND ROCK
 Utilities & Environmental Services
 3400 Sunrise Road
 Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor

DATE: March 8, 2021

BID TABULATION

PROJECT: University Boulevard Water Main Extension

17	2" Automatic Combination Air/Vacuum	2	EA	\$7,735.00	\$15,470.00	\$5,411.10	\$10,822.20	\$4,900.00	\$9,800.00	\$5,800.00	\$11,600.00
18	Fire Hydrant Assembly	4	EA	\$2,899.23	\$11,596.92	\$2,484.72	\$9,938.88	\$3,200.00	\$12,800.00	\$4,100.00	\$16,400.00
19	Drain Valve Assembly	3	EA	\$3,073.00	\$9,219.00	\$2,512.26	\$7,536.78	\$3,000.00	\$9,000.00	\$5,100.00	\$15,300.00
20	DI Fittings	4	TN	\$8,759.75	\$35,039.00	\$7,380.89	\$29,523.56	\$8,900.00	\$35,600.00	\$5,000.00	\$20,000.00
21	Additional Bury Depth	14	VF	\$350.00	\$4,900.00	\$156.00	\$2,184.00	\$150.00	\$2,100.00	\$650.00	\$9,100.00
22	Stabilized Construction Entrance	2	EA	\$1,120.00	\$2,240.00	\$1,224.00	\$2,448.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00
23	Temporary Fence	280	LF	\$2.24	\$627.20	\$7.23	\$2,024.40	\$6.00	\$1,680.00	\$4.00	\$1,120.00
24	Protective Fencing Type C	100	LF	\$2.24	\$224.00	\$8.25	\$825.00	\$6.00	\$600.00	\$13.00	\$1,300.00
25	Silt Fence for Erosion Control	3800	LF	\$2.10	\$7,980.00	\$1.99	\$7,562.00	\$2.50	\$9,500.00	\$2.25	\$8,550.00
26	Native Seeding for Erosion Control	4530	SY	\$1.05	\$4,756.50	\$0.78	\$3,533.40	\$0.50	\$2,265.00	\$4.00	\$18,120.00
27	Soil Retention Blanket Class 1	211	SY	\$5.25	\$1,107.75	\$2.59	\$546.49	\$1.70	\$358.70	\$1.50	\$316.50
28	Rock Berm	96	LF	\$36.75	\$3,528.00	\$22.44	\$2,154.24	\$25.00	\$2,400.00	\$28.00	\$2,688.00
29	Stormwater Pollution Prevention Plan	1	LS	\$2,625.00	\$2,625.00	\$1,020.00	\$1,020.00	\$2,000.00	\$2,000.00	\$800.00	\$800.00
30	Concrete Washout	1	EA	\$1,050.00	\$1,050.00	\$1,035.00	\$1,035.00	\$1,000.00	\$1,000.00	\$550.00	\$550.00
31	Mobilization (not to exceed 5% of total bid)	1	LS	\$29,275.75	\$29,275.75	\$30,165.25	\$30,165.25	\$14,200.30	\$14,200.30	\$40,000.00	\$40,000.00
TOTAL					\$633,233.50		\$632,017.48		\$767,747.00		\$836,244.50

Indicates Written form differs from Number on Bid Form

Indicates corrected Total

ALTERNATE NO. 1

1	Remove Base Bid Line Item No. 9. Instead install 16" DI Pipe (all depths), including Excavation and Backfill (open trench)	3880	LF	\$71.93	\$279,088.40	\$84.67	\$328,519.60	\$94.15	\$365,302.00	\$100.75	\$390,910.00
2	Remove Base Bid Line Item No. 10. Instead install 12" DI Pipe (all depths), including Excavation and Backfill (open	6	LF	\$167.72	\$1,006.32	\$71.40	\$428.40	\$120.00	\$720.00	\$95.00	\$570.00
ALTERNATE NO. 1 TOTAL					\$280,094.72		\$328,948.00		\$366,022.00		\$391,480.00

TOTAL BASE BID + ALTERNATE

\$913,328.22

\$960,965.48

\$1,133,769.00

\$1,227,724.50

TOTAL BASE BID + ALTERNATE WITH PVC DEDUCT (Item 9 & 10)

\$659,940.56

\$668,988.08

\$756,881.00

\$852,734.50

Indicates corrected Total

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor
DATE: March 8, 2021

BID TABULATION

PROJECT: University Boulevard Water Main Extension

3400 Sunrise Rd LOCATION: Round Rock, TX 78665				Company Name: McLean Construction, Inc.		Bruce Flanigan Const., Inc.		Royal Vista, Inc.		M & C FONSECA Const. Co., Inc	
BID DATE: March 3, 2021				Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes	
				Addendum(s)?		Addendum(s)?		Addendum(s)?		Addendum(s)?	
				Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes	
ITEM #		APPROX QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Clearing and Grubbing	40	STA	\$16.00	\$640.00	\$414.00	\$16,560.00	\$150.00	\$6,000.00	\$250.00	\$10,000.00
2	Flexible Base	7	CY	\$65.00	\$455.00	\$45.30	\$317.10	\$40.00	\$280.00	\$125.00	\$875.00
3	Controlled Low Strength Material	23	CY	\$110.00	\$2,530.00	\$168.00	\$3,864.00	\$200.00	\$4,600.00	\$160.00	\$3,680.00
4	Meter Vault No. 4 Structure	2	EA	\$33,777.00	\$67,554.00	\$23,618.00	\$47,236.00	\$25,000.00	\$50,000.00	\$30,000.00	\$60,000.00
5	Trench Safety Systems (All Depth)	3880	LF	\$1.00	\$3,880.00	\$0.50	\$1,940.00	\$1.00	\$3,880.00	\$2.50	\$9,700.00
6	30" Steel Encasement Pipe (Open Cut)	160	LF	\$198.80	\$31,808.00	\$152.00	\$24,320.00	\$210.00	\$33,600.00	\$255.00	\$40,800.00
7	30" Steel Encasement Pipe (Jack and Bore)	30	LF	\$883.50	\$26,505.00	\$603.00	\$18,090.00	\$675.00	\$20,250.00	\$425.00	\$12,750.00
8	16" Pipe Class 250 Carrier in Casing	190	LF	\$105.50	\$20,045.00	\$166.00	\$31,540.00	\$175.00	\$33,250.00	\$135.00	\$25,650.00
9	16" PVC Pipe (all depths), including Excavation and Backfill (open trench)	3880	LF	\$82.70	\$320,876.00	\$86.10	\$334,068.00	\$85.00	\$329,800.00	\$90.00	\$349,200.00
10	12" PVC Pipe (all depths), including Excavation and Backfill (open trench)	6	LF	\$135.00	\$810.00	\$134.08	\$804.48	\$100.00	\$600.00	\$67.50	\$405.00
11	6" DI Pipe Class 350 (all depths), including Excavation and Backfill (open trench)	72	LF	\$66.50	\$4,788.00	\$59.70	\$4,298.40	\$80.00	\$5,760.00	\$45.00	\$3,240.00
12	16" Gate Valves	14	EA	\$6,960.00	\$97,440.00	\$6,645.00	\$93,030.00	\$7,500.00	\$105,000.00	\$9,500.00	\$133,000.00
13	12" Gate Valve	1	EA	\$2,680.00	\$2,680.00	\$2,500.00	\$2,500.00	\$2,700.00	\$2,700.00	\$5,000.00	\$5,000.00
14	8" Gate Valve	1	EA	\$1,723.00	\$1,723.00	\$1,496.00	\$1,496.00	\$1,700.00	\$1,700.00	\$3,000.00	\$3,000.00
15	6" Gate Valve	4	EA	\$1,235.00	\$4,940.00	\$1,085.00	\$4,340.00	\$1,200.00	\$4,800.00	\$2,000.00	\$8,000.00
16	8" Double Check Valve Assembly	1	EA	\$8,289.00	\$8,289.00	\$37,071.00	\$37,071.00	\$21,000.00	\$21,000.00	\$17,500.00	\$17,500.00

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor

DATE: March 8, 2021

BID TABULATION

PROJECT: University Boulevard Water Main Extension

17	2" Automatic Combination Air/Vacuum Release Valve Assembly (CAV)	2	EA	\$4,419.00	\$8,838.00	\$6,070.00	\$12,140.00	\$5,700.00	\$11,400.00	\$8,500.00	\$17,000.00
18	Fire Hydrant Assembly	4	EA	\$3,867.00	\$15,468.00	\$3,151.00	\$12,604.00	\$4,100.00	\$16,400.00	\$6,000.00	\$24,000.00
19	Drain Valve Assembly	3	EA	\$3,767.00	\$11,301.00	\$4,676.00	\$14,028.00	\$3,100.00	\$9,300.00	\$5,500.00	\$16,500.00
20	DI Fittings	4	TN	\$10,271.00	\$41,084.00	\$9,444.00	\$37,776.00	\$12,500.00	\$50,000.00	\$7,500.00	\$30,000.00
21	Additional Bury Depth	14	VF	\$587.00	\$8,218.00	\$240.00	\$3,360.00	\$50.00	\$700.00	\$250.00	\$3,500.00
22	Stabilized Construction Entrance	2	EA	\$1,120.00	\$2,240.00	\$853.00	\$1,706.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00
23	Temporary Fence	280	LF	\$5.00	\$1,400.00	\$20.10	\$5,628.00	\$15.00	\$4,200.00	\$22.50	\$6,300.00
24	Protective Fencing Type C	100	LF	\$6.20	\$620.00	\$21.50	\$2,150.00	\$10.00	\$1,000.00	\$20.00	\$2,000.00
25	Silt Fence for Erosion Control	3800	LF	\$2.80	\$10,640.00	\$3.80	\$14,440.00	\$3.00	\$11,400.00	\$5.00	\$19,000.00
26	Native Seeding for Erosion Control	4530	SY	\$3.10	\$14,043.00	\$1.60	\$7,248.00	\$1.50	\$6,795.00	\$1.75	\$7,927.50
27	Soil Retention Blanket Class 1	211	SY	\$1.50	\$316.50	\$6.60	\$1,392.60	\$3.00	\$633.00	\$5.00	\$1,055.00
28	Rock Berm	96	LF	\$43.00	\$4,128.00	\$25.80	\$2,476.80	\$50.00	\$4,800.00	\$50.00	\$4,800.00
29	Stormwater Pollution Prevention Plan (SWPPP)	1	LS	\$1,456.00	\$1,456.00	\$1,181.00	\$1,181.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
30	Concrete Washout	1	EA	\$872.00	\$872.00	\$614.00	\$614.00	\$800.00	\$800.00	\$2,500.00	\$2,500.00
31	Mobilization (not to exceed 5% of total bid)	1	LS	\$37,413.00	\$37,413.00	\$22,509.00	\$22,509.00	\$38,000.00	\$38,000.00	\$40,000.00	\$40,000.00
TOTAL					\$753,000.50		\$760,728.38		\$783,648.00		\$865,382.50

Indicates Written form differs from Number on Bid Form

Indicates corrected Total

ALTERNATE NO. 1

1	Remove Base Bid Line Item No. 9. Instead install 16" DI Pipe (all depths), including Excavation and Backfill (open trench)	3880	LF	\$88.10	\$341,828.00	\$85.50	\$331,740.00	\$95.00	\$368,600.00	\$95.00	\$368,600.00
2	Instead install 12" DI Pipe (all depths),	6	LF	\$171.50	\$1,029.00	\$222.10	\$1,332.60	\$105.00	\$630.00	\$75.00	\$450.00
ALTERNATE NO. 1 TOTAL					\$342,857.00		\$333,072.60		\$369,230.00		\$369,050.00

TOTAL BASE BID + ALTERNATE

\$1,095,857.50

\$1,093,800.98

\$1,152,878.00

\$1,234,432.50

TOTAL BASE BID + ALTERNATE WITH PVC DEDUCT (Item 9 & 10)

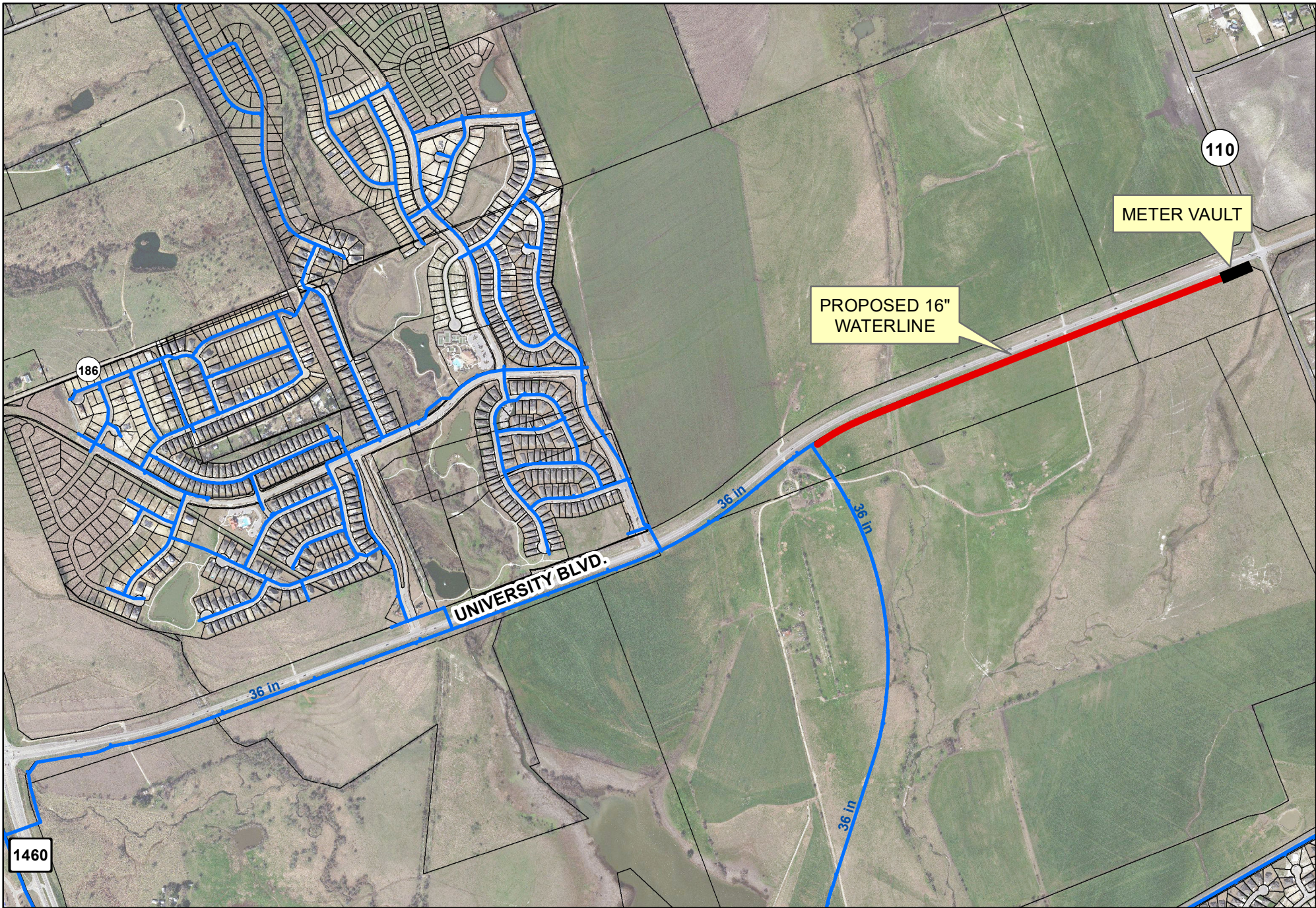
\$774,171.50

\$758,928.50

\$822,478.00

\$884,827.50

Indicates corrected Total



Date: 6/16/2020



UNIVERSITY BOULEVARD WATERLINE EXTENSION





March 9, 2021

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

Reference: University Blvd Water Main
Letter of Recommendation for Award

Mr. Zapata:

Bids were received, opened and read aloud on March 3, 2021 at the Training Room at Round Rock City Hall for the above referenced project. The table below is a summary of the total amounts bid by each bidder. A more detailed bid tabulation is attached. The Total Base Bid is the base bid for PVC pipe and the Alternate Bid is for Ductile Iron Pipe. The Total Adjusted for Alternate Bid is the total with the alternate bid added to the base bid and the items replaced by the alternate bid deducted.

Bidder	Total Base Bid	Alternate Bid	Total Adjusted for Alternate Bid
Atlas Construction, Co.	\$ 632,017.48	\$ 328,948.00	\$ 668,988.08
Bell Contractors	\$ 633,233.50	\$ 280,094.72	\$ 659,940.56
McLean Construction, Inc.	\$ 753,000.50	\$ 342,857.00	\$ 774,171.50
Bruce Flannigan Construction, Inc.	\$ 760,728.38	\$ 333,072.60	\$ 758,928.50
Qro Mex Construction Company, Inc.	\$ 762,564.50	\$ 349,680.00	\$ 762,564.50
Cash Construction	\$ 767,747.00	\$ 366,022.00	\$ 756,881.00
Royal Vista, Inc.	\$ 783,648.00	\$ 369,230.00	\$ 822,478.00
Smith Contracting Co., Inc.	\$ 834,789.50	\$ 377,560.00	\$ 846,729.50
Austin Underground, Inc.	\$ 836,244.50	\$ 391,480.00	\$ 852,734.50
M & C Fonseca Construction Co., Inc.	\$ 865,382.50	\$ 369,050.00	\$ 884,827.50
Prota	\$ 881,000.00	\$ 388,810.00	\$ 904,280.00
D Guerra Construction, LLC	\$ 957,284.00	\$ 452,710.00	\$ 1,001,604.00

The low base bid is Atlas Construction and the low bid adjusted for the alternate is Bell Contractors. Since the cost of the ductile is more than the cost of the PVC, Tetra Tech recommends awarding the base bid to Atlas Construction, Co.

The resume for Atlas Construction was provided and reviewed by Tetra Tech. Based upon the review of the data submitted and experience reported by a City Inspector, Atlas Construction appears qualified to perform the work. Tetra Tech finds no reason to disqualify Atlas Construction and that Atlas Construction submitted the lowest bid for the Base Bid project and thus should be awarded the project. Therefore, Tetra Tech recommends that the City of Round Rock award University Blvd Water Main Project to Atlas Construction Co. for \$632,017.48.

If you have any questions or comments, please feel free to call me at (210) 919-2553 or email me at don.burger@tetrattech.com.

Sincerely,

Tetra Tech, Inc.



Don Burger P.E.
Senior Engineer

Attachments: University Water Main Bid Tabulation

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor
DATE: March 4, 2021

BID TABULATION

PROJECT: University Boulevard Water Main Extension

3400 Sunrise Rd LOCATION: Round Rock, TX 78665				QRO MEX Construction Company, Inc.		DGuerra Construction LLC		Prota		Smith Contracting Co., Inc.	
BID DATE: March 3, 2021				Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes	
				Addendum(s)?		Addendum(s)?		Addendum(s)?		Addendum(s)?	
				Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes	
ITEM #		APPROX QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Clearing and Grubbing	40	STA	\$300.00	\$12,000.00	\$1,000.00	\$40,000.00	\$105.00	\$4,200.00	\$500.00	\$20,000.00
2	Flexible Base	7	CY	\$50.00	\$350.00	\$80.00	\$560.00	\$176.00	\$1,232.00	\$200.00	\$1,400.00
3	Controlled Low Strength Material	23	CY	\$165.00	\$3,795.00	\$170.00	\$3,910.00	\$213.00	\$4,899.00	\$150.00	\$3,450.00
4	Meter Vault No. 4 Structure	2	EA	\$17,000.00	\$34,000.00	\$32,000.00	\$64,000.00	\$19,000.00	\$38,000.00	\$25,000.00	\$50,000.00
5	Trench Safety Systems (All Depth)	3880	LF	\$3.00	\$11,640.00	\$5.00	\$19,400.00	\$1.50	\$5,820.00	\$1.00	\$3,880.00
6	30" Steel Encasement Pipe (Open Cut)	160	LF	\$250.00	\$40,000.00	\$182.00	\$29,120.00	\$210.00	\$33,600.00	\$186.00	\$29,760.00
7	30" Steel Encasement Pipe (Jack and Bore)	30	LF	\$400.00	\$12,000.00	\$652.00	\$19,560.00	\$777.00	\$23,310.00	\$1,000.00	\$30,000.00
8	16" Pipe Class 250 Carrier in Casing	190	LF	\$110.00	\$20,900.00	\$159.50	\$30,305.00	\$120.00	\$22,800.00	\$127.00	\$24,130.00
9	16" PVC Pipe (all depths), including Excavation and Backfill (open trench)	3880	LF	\$90.00	\$349,200.00	\$105.00	\$407,400.00	\$94.00	\$364,720.00	\$94.00	\$364,720.00
10	12" PVC Pipe (all depths), including Excavation and Backfill (open trench)	6	LF	\$80.00	\$480.00	\$165.00	\$990.00	\$135.00	\$810.00	\$150.00	\$900.00
11	6" DI Pipe Class 350 (all depths), including Excavation and Backfill (open trench)	72	LF	\$65.00	\$4,680.00	\$97.00	\$6,984.00	\$65.00	\$4,680.00	\$85.00	\$6,120.00
12	16" Gate Valves	14	EA	\$6,750.00	\$94,500.00	\$8,450.00	\$118,300.00	\$6,444.00	\$90,216.00	\$8,300.00	\$116,200.00
13	12" Gate Valve	1	EA	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$3,095.00	\$3,095.00	\$3,800.00	\$3,800.00
14	8" Gate Valve	1	EA	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$2,340.00	\$2,340.00	\$2,800.00	\$2,800.00
15	6" Gate Valve	4	EA	\$1,100.00	\$4,400.00	\$5,650.00	\$22,600.00	\$1,413.00	\$5,652.00	\$2,400.00	\$9,600.00
16	8" Double Check Valve Assembly	1	EA	\$15,000.00	\$15,000.00	\$11,500.00	\$11,500.00	\$24,729.00	\$24,729.00	\$16,800.00	\$16,800.00
17	2" Automatic Combination Air/Vacuum Release Valve Assembly (CAV)	2	EA	\$6,500.00	\$13,000.00	\$9,200.00	\$18,400.00	\$9,200.00	\$18,400.00	\$6,700.00	\$13,400.00
18	Fire Hydrant Assembly	4	EA	\$4,500.00	\$18,000.00	\$7,000.00	\$28,000.00	\$6,900.00	\$27,600.00	\$3,600.00	\$14,400.00

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor

DATE: March 4, 2021

BID TABULATION

PROJECT: University Boulevard Water Main Extension

19	Drain Valve Assembly	3	EA	\$8,000.00	\$24,000.00	\$8,000.00	\$24,000.00	\$6,700.00	\$20,100.00	\$4,500.00	\$13,500.00
20	DI Fittings	4	TN	\$7,500.00	\$30,000.00	\$6,250.00	\$25,000.00	\$13,370.00	\$53,480.00	\$6,700.00	\$26,800.00
21	Additional Bury Depth	14	VF	\$150.00	\$2,100.00	\$555.00	\$7,770.00	\$311.00	\$4,354.00	\$540.00	\$7,560.00
22	Stabilized Construction Entrance	2	EA	\$1,750.00	\$3,500.00	\$1,500.00	\$3,000.00	\$4,470.00	\$8,940.00	\$1,800.00	\$3,600.00
23	Temporary Fence	280	LF	\$3.00	\$840.00	\$5.00	\$1,400.00	\$12.00	\$3,360.00	\$8.00	\$2,240.00
24	Protective Fencing Type C	100	LF	\$4.00	\$400.00	\$5.00	\$500.00	\$18.00	\$1,800.00	\$30.00	\$3,000.00
25	Silt Fence for Erosion Control	3800	LF	\$3.00	\$11,400.00	\$2.50	\$9,500.00	\$3.78	\$14,364.00	\$3.00	\$11,400.00
26	Native Seeding for Erosion Control	4530	SY	\$1.00	\$4,530.00	\$1.00	\$4,530.00	\$10.50	\$47,565.00	\$1.25	\$5,662.50
27	Soil Retention Blanket Class 1	211	SY	\$4.50	\$949.50	\$5.00	\$1,055.00	\$3.00	\$633.00	\$5.00	\$1,055.00
28	Rock Berm	96	LF	\$25.00	\$2,400.00	\$25.00	\$2,400.00	\$25.00	\$2,400.00	\$47.00	\$4,512.00
29	Stormwater Pollution Prevention Plan (SWPPP)	1	LS	\$6,500.00	\$6,500.00	\$2,500.00	\$2,500.00	\$3,706.00	\$3,706.00	\$4,100.00	\$4,100.00
30	Concrete Washout	1	EA	\$2,500.00	\$2,500.00	\$600.00	\$600.00	\$625.00	\$625.00	\$2,000.00	\$2,000.00
31	Mobilization (not to exceed 5% of total bid)	1	LS	\$35,500.00	\$35,500.00	45000	\$45,000.00	\$43,570.00	\$43,570.00	38000	\$38,000.00
TOTAL				\$762,564.50		\$957,284.00		\$881,000.00		\$834,789.50	

Indicates Written form differs from Number on Bid Form

Indicates corrected Total

ALTERNATE NO. 1

1	Remove Base Bid Line Item No. 9. Instead install 16" DI Pipe (all depths), including Excavation and Backfill (open trench)	3880	LF	\$90.00	\$349,200.00	\$116.50	\$452,020.00	\$100.00	\$388,000.00	\$97.00	\$376,360.00
2	Remove Base Bid Line Item No. 10. Instead install 12" DI Pipe (all depths), including Excavation and Backfill (open	6	LF	\$80.00	\$480.00	\$115.00	\$690.00	\$135.00	\$810.00	\$200.00	\$1,200.00
ALTERNATE NO. 1 TOTAL				\$349,680.00		\$452,710.00		\$388,810.00		\$377,560.00	
TOTAL BID ON BID FORM				\$1,112,244.50		\$1,409,994.00		\$1,269,810.00		\$1,212,349.50	
TOTAL ALTERNATE BID WITH PVC DEDUCT				\$762,564.50		\$1,001,604.00		\$904,280.00		\$846,729.50	

CITY OF ROUND ROCK

Utilities & Environmental Services

3400 Sunrise Road

Round Rock, Texas 78665

BIDS EXTENDED AND CHECKEDBY: Amanda TaylorDATE: March 4, 2021**BID TABULATION****PROJECT: University Boulevard Water Main Extension****PROJECT: University Boulevard Water Main Extension**

LOCATION: 3400 Sunrise Rd Round Rock, TX 78				Company Name:		Bell Contractors, Inc.		Atlas Construction, Co.		Cash Construction Co., Inc.		Austin Underground, Inc.	
BID DATE:				March 3, 2021		Statement of Safety? Yes Addendum(s)?		Statement of Safety? Yes Addendum(s)?		Statement of Safety? Yes Addendum(s)?		Statement of Safety? Yes Addendum(s)?	
				Bid Bond? Yes									
ITEM #		APPROX QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST		
1	Clearing and Grubbing	40	STA	\$105.00	\$4,200.00	\$255.00	\$10,200.00	\$200.00	\$8,000.00	\$250.00	\$10,000.00		
2	Flexible Base	7	CY	\$16.02	\$112.14	\$43.86	\$307.02	\$45.00	\$315.00	\$110.00	\$770.00		
3	Controlled Low Strength Material	23	CY	\$39.42	\$906.66	\$137.70	\$3,167.10	\$190.00	\$4,370.00	\$180.00	\$4,140.00		
4	Meter Vault No. 4 Structure	2	EA	\$33,328.29	\$66,656.58	\$10,638.60	\$21,277.20	\$25,000.00	\$50,000.00	\$41,000.00	\$82,000.00		
5	Trench Safety Systems (All Depth)	3880	LF	\$1.33	\$5,160.40	\$1.02	\$3,957.60	\$0.50	\$1,940.00	\$2.00	\$7,760.00		
6	30" Steel Encasement Pipe (Open Cut)	160	LF	\$173.95	\$27,832.00	\$154.02	\$24,643.20	\$200.00	\$32,000.00	\$210.00	\$33,600.00		
7	30" Steel Encasement Pipe (Jack and Bore)	30	LF	\$560.35	\$16,810.50	\$596.36	\$17,890.80	\$1,200.00	\$36,000.00	\$640.00	\$19,200.00		
8	16" Pipe Class 250 Carrier in Casing	190	LF	\$110.60	\$21,014.00	\$108.63	\$20,639.70	\$125.00	\$23,750.00	\$110.00	\$20,900.00		
9	16" PVC Pipe (all depths), including Excavation and Backfill (open trench)	3880	LF	\$65.11	\$252,626.80	\$75.18	\$291,698.40	\$97.00	\$376,360.00	\$96.50	\$374,420.00		
10	12" PVC Pipe (all depths), including Excavation and Backfill (open trench)	6	LF	\$126.81	\$760.86	\$46.50	\$279.00	\$88.00	\$528.00	\$95.00	\$570.00		
11	6" DI Pipe Class 350 (all depths), including Excavation and Backfill (open trench)	72	LF	\$53.36	\$3,841.92	\$38.48	\$2,770.56	\$65.00	\$4,680.00	\$70.00	\$5,040.00		
12	16" Gate Valves	14	EA	\$6,106.52	\$85,491.28	\$6,310.37	\$88,345.18	\$7,100.00	\$99,400.00	\$7,600.00	\$106,400.00		
13	12" Gate Valve	1	EA	\$2,155.44	\$2,155.44	\$2,556.12	\$2,556.12	\$2,700.00	\$2,700.00	\$3,200.00	\$3,200.00		
14	8" Gate Valve	1	EA	\$1,307.60	\$1,307.60	\$1,680.96	\$1,680.96	\$1,600.00	\$1,600.00	\$1,800.00	\$1,800.00		
15	6" Gate Valve	4	EA	\$954.80	\$3,819.20	\$1,338.24	\$5,352.96	\$1,200.00	\$4,800.00	\$1,400.00	\$5,600.00		
16	8" Double Check Valve Assembly	1	EA	\$10,899.00	\$10,899.00	\$25,932.48	\$25,932.48	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00		

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor

DATE: March 4, 2021

BID TABULATION

PROJECT: University Boulevard Water Main Extension

17	2" Automatic Combination Air/Vacuum Release Valve Assembly (CAV)	2	EA	\$7,735.00	\$15,470.00	\$5,411.10	\$10,822.20	\$4,900.00	\$9,800.00	\$5,800.00	\$11,600.00
18	Fire Hydrant Assembly	4	EA	\$2,899.23	\$11,596.92	\$2,484.72	\$9,938.88	\$3,200.00	\$12,800.00	\$4,100.00	\$16,400.00
19	Drain Valve Assembly	3	EA	\$3,073.00	\$9,219.00	\$2,512.26	\$7,536.78	\$3,000.00	\$9,000.00	\$5,100.00	\$15,300.00
20	DI Fittings	4	TN	\$8,759.75	\$35,039.00	\$7,380.89	\$29,523.56	\$8,900.00	\$35,600.00	\$5,000.00	\$20,000.00
21	Additional Bury Depth	14	VF	\$350.00	\$4,900.00	\$156.00	\$2,184.00	\$150.00	\$2,100.00	\$650.00	\$9,100.00
22	Stabilized Construction Entrance	2	EA	\$1,120.00	\$2,240.00	\$1,224.00	\$2,448.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00
23	Temporary Fence	280	LF	\$2.24	\$627.20	\$7.23	\$2,024.40	\$6.00	\$1,680.00	\$4.00	\$1,120.00
24	Protective Fencing Type C	100	LF	\$2.24	\$224.00	\$8.25	\$825.00	\$6.00	\$600.00	\$13.00	\$1,300.00
25	Silt Fence for Erosion Control	3800	LF	\$2.10	\$7,980.00	\$1.99	\$7,562.00	\$2.50	\$9,500.00	\$2.25	\$8,550.00
26	Native Seeding for Erosion Control	4530	SY	\$1.05	\$4,756.50	\$0.78	\$3,533.40	\$0.50	\$2,265.00	\$4.00	\$18,120.00
27	Soil Retention Blanket Class 1	211	SY	\$5.25	\$1,107.75	\$2.59	\$546.49	\$1.70	\$358.70	\$1.50	\$316.50
28	Rock Berm	96	LF	\$36.75	\$3,528.00	\$22.44	\$2,154.24	\$25.00	\$2,400.00	\$28.00	\$2,688.00
29	Stormwater Pollution Prevention Plan (SWPPP)	1	LS	\$2,625.00	\$2,625.00	\$1,020.00	\$1,020.00	\$2,000.00	\$2,000.00	\$800.00	\$800.00
30	Concrete Washout	1	EA	\$1,050.00	\$1,050.00	\$1,035.00	\$1,035.00	\$1,000.00	\$1,000.00	\$550.00	\$550.00
31	Mobilization (not to exceed 5% of total bid)	1	LS	\$29,275.75	\$29,275.75	\$30,165.25	\$30,165.25	\$14,200.30	\$14,200.30	\$40,000.00	\$40,000.00
TOTAL				\$633,233.50		\$632,017.48		\$767,747.00		\$836,244.50	

ALTERNATE NO. 1

1	Remove Base Bid Line Item No. 9. Instead install 16" DI Pipe (all depths), including Excavation and Backfill (open trench)	3880	LF	\$71.93	\$279,088.40	\$84.67	\$328,519.60	\$94.15	\$365,302.00	\$100.75	\$390,910.00
2	Remove Base Bid Line Item No. 10. Instead install 12" DI Pipe (all depths), including Excavation and Backfill (open	6	LF	\$167.72	\$1,006.32	\$71.40	\$428.40	\$120.00	\$720.00	\$95.00	\$570.00
ALTERNATE NO. 1 TOTAL				\$280,094.72		\$328,948.00		\$366,022.00		\$391,480.00	
TOTAL BID ON BID FORM				\$913,328.22		\$960,965.48		\$1,133,769.00		\$1,227,724.50	
TOTAL ALTERNATE BID WITH PVC DEDUCT				\$659,940.56		\$668,988.08		\$756,881.00		\$852,734.50	

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor
DATE: March 4, 2021

BID TABULATION

PROJECT: University Boulevard Water Main Extension

3400 Sunrise Rd LOCATION: Round Rock, TX 78665				Company Name: McLean Construction, Inc.		Bruce Flanigan Const., Inc.		Royal Vista, Inc.		M&C FONSECA Const. Co., Inc	
BID DATE: March 3, 2021				Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes		Statement of Safety? Yes	
				Addendum(s)?		Addendum(s)?		Addendum(s)?		Addendum(s)?	
				Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes		Bid Bond? Yes	
ITEM #		APPROX QTY.	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Clearing and Grubbing	40	STA	\$16.00	\$640.00	\$414.00	\$16,560.00	\$150.00	\$6,000.00	\$250.00	\$10,000.00
2	Flexible Base	7	CY	\$65.00	\$455.00	\$45.30	\$317.10	\$40.00	\$280.00	\$125.00	\$875.00
3	Controlled Low Strength Material	23	CY	\$110.00	\$2,530.00	\$168.00	\$3,864.00	\$200.00	\$4,600.00	\$160.00	\$3,680.00
4	Meter Vault No. 4 Structure	2	EA	\$33,777.00	\$67,554.00	\$23,618.00	\$47,236.00	\$25,000.00	\$50,000.00	\$30,000.00	\$60,000.00
5	Trench Safety Systems (All Depth)	3880	LF	\$1.00	\$3,880.00	\$0.50	\$1,940.00	\$1.00	\$3,880.00	\$2.50	\$9,700.00
6	30" Steel Encasement Pipe (Open Cut)	160	LF	\$198.80	\$31,808.00	\$152.00	\$24,320.00	\$210.00	\$33,600.00	\$255.00	\$40,800.00
7	30" Steel Encasement Pipe (Jack and Bore)	30	LF	\$883.50	\$26,505.00	\$603.00	\$18,090.00	\$675.00	\$20,250.00	\$425.00	\$12,750.00
8	16" Pipe Class 250 Carrier in Casing	190	LF	\$105.50	\$20,045.00	\$166.00	\$31,540.00	\$175.00	\$33,250.00	\$135.00	\$25,650.00
9	16" PVC Pipe (all depths), including Excavation and Backfill (open trench)	3880	LF	\$82.70	\$320,876.00	\$86.10	\$334,068.00	\$85.00	\$329,800.00	\$90.00	\$349,200.00
10	12" PVC Pipe (all depths), including Excavation and Backfill (open trench)	6	LF	\$135.00	\$810.00	\$134.08	\$804.48	\$100.00	\$600.00	\$67.50	\$405.00
11	6" DI Pipe Class 350 (all depths), including Excavation and Backfill (open trench)	72	LF	\$66.50	\$4,788.00	\$59.70	\$4,298.40	\$80.00	\$5,760.00	\$45.00	\$3,240.00
12	16" Gate Valves	14	EA	\$6,960.00	\$97,440.00	\$6,645.00	\$93,030.00	\$7,500.00	\$105,000.00	\$9,500.00	\$133,000.00
13	12" Gate Valve	1	EA	\$2,680.00	\$2,680.00	\$2,500.00	\$2,500.00	\$2,700.00	\$2,700.00	\$5,000.00	\$5,000.00
14	8" Gate Valve	1	EA	\$1,723.00	\$1,723.00	\$1,496.00	\$1,496.00	\$1,700.00	\$1,700.00	\$3,000.00	\$3,000.00
15	6" Gate Valve	4	EA	\$1,235.00	\$4,940.00	\$1,085.00	\$4,340.00	\$1,200.00	\$4,800.00	\$2,000.00	\$8,000.00
16	8" Double Check Valve Assembly	1	EA	\$8,289.00	\$8,289.00	\$37,071.00	\$37,071.00	\$21,000.00	\$21,000.00	\$17,500.00	\$17,500.00
17	2" Automatic Combination Air/Vacuum Release Valve Assembly (CAV)	2	EA	\$4,419.00	\$8,838.00	\$6,070.00	\$12,140.00	\$5,700.00	\$11,400.00	\$8,500.00	\$17,000.00
18	Fire Hydrant Assembly	4	EA	\$3,867.00	\$15,468.00	\$3,151.00	\$12,604.00	\$4,100.00	\$16,400.00	\$6,000.00	\$24,000.00

CITY OF ROUND ROCK
Utilities & Environmental Services
3400 Sunrise Road
Round Rock, Texas 78665

BIDS EXTENDED AND CHECKED

BY: Amanda Taylor

DATE: March 4, 2021

BID TABULATION

PROJECT: University Boulevard Water Main Extension

19	Drain Valve Assembly	3	EA	\$3,767.00	\$11,301.00	\$4,676.00	\$14,028.00	\$3,100.00	\$9,300.00	\$5,500.00	\$16,500.00
20	DI Fittings	4	TN	\$10,271.00	\$41,084.00	\$9,444.00	\$37,776.00	\$12,500.00	\$50,000.00	\$7,500.00	\$30,000.00
21	Additional Bury Depth	14	VF	\$587.00	\$8,218.00	\$240.00	\$3,360.00	\$50.00	\$700.00	\$250.00	\$3,500.00
22	Stabilized Construction Entrance	2	EA	\$1,120.00	\$2,240.00	\$853.00	\$1,706.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00
23	Temporary Fence	280	LF	\$5.00	\$1,400.00	\$20.10	\$5,628.00	\$15.00	\$4,200.00	\$22.50	\$6,300.00
24	Protective Fencing Type C	100	LF	\$6.20	\$620.00	\$21.50	\$2,150.00	\$10.00	\$1,000.00	\$20.00	\$2,000.00
25	Silt Fence for Erosion Control	3800	LF	\$2.80	\$10,640.00	\$3.80	\$14,440.00	\$3.00	\$11,400.00	\$5.00	\$19,000.00
26	Native Seeding for Erosion Control	4530	SY	\$3.10	\$14,043.00	\$1.60	\$7,248.00	\$1.50	\$6,795.00	\$1.75	\$7,927.50
27	Soil Retention Blanket Class 1	211	SY	\$1.50	\$316.50	\$6.60	\$1,392.60	\$3.00	\$633.00	\$5.00	\$1,055.00
28	Rock Berm	96	LF	\$43.00	\$4,128.00	\$25.80	\$2,476.80	\$50.00	\$4,800.00	\$50.00	\$4,800.00
29	Stormwater Pollution Prevention Plan (SWPPP)	1	LS	\$1,456.00	\$1,456.00	\$1,181.00	\$1,181.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
30	Concrete Washout	1	EA	\$872.00	\$872.00	\$614.00	\$614.00	\$800.00	\$800.00	\$2,500.00	\$2,500.00
31	Mobilization (not to exceed 5% of total bid)	1	LS	\$37,413.00	\$37,413.00	\$22,509.00	\$22,509.00	\$38,000.00	\$38,000.00	\$40,000.00	\$40,000.00
TOTAL					\$753,000.50		\$760,728.38		\$783,648.00		\$865,382.50

ALTERNATE NO. 1

1	Remove Base Bid Line Item No. 9. Instead install 16" DI Pipe (all depths), including Excavation and Backfill (open trench)	3880	LF	\$88.10	\$341,828.00	\$85.50	\$331,740.00	\$95.00	\$368,600.00	\$95.00	\$368,600.00
2	Remove Base Bid Line Item No. 10. Instead install 12" DI Pipe (all depths), including Excavation and Backfill (open	6	LF	\$171.50	\$1,029.00	\$222.10	\$1,332.60	\$105.00	\$630.00	\$75.00	\$450.00
ALTERNATE NO. 1 TOTAL					\$342,857.00		\$333,072.60		\$369,230.00		\$369,050.00
TOTAL BID ON BID FORM					\$1,095,857.50		\$1,093,800.98		\$1,152,878.00		\$1,234,432.50
TOTAL ALTERNATE BID WITH PVC DEDUCT					\$774,171.50		\$758,928.50		\$822,478.00		\$884,827.50

1 of 1

Version V1.1.ceffd98a



City of Round Rock

Agenda Item Summary

Agenda Number: G.5

Title: Consider a resolution authorizing the Mayor to execute a Professional Consulting Services Agreement with TSIT Engineering and Consulting, LLC for construction material testing services for the Brushy Creek Regional Wastewater System - East Plant Expansion Project.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/25/2021

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost: \$200,000.00

Indexes: Regional Wastewater Projects

Attachments: Resolution, Exhibit A, Form 1295

Department: Utilities and Environmental Services

Text of Legislative File 2021-075

The City of Round Rock is currently managing the Brushy Creek Regional East Wastewater Treatment Plant Expansion project. This project is a partnership between the Cities of Austin, Cedar Park, Leander, and Round Rock.

As part of managing the project, the owners contractually pay for all of the construction materials testing services to make sure the contractor is meeting the specifications for the materials being used on the project. Should a quality test or observation fail, the contractor is contractually liable to pay for subsequent testing until a passing test is achieved.

At the beginning of construction MLA Geotechnical, a division of MLA Labs, Inc. was awarded the laboratory testing contract. During the construction phase of this project, the partners determined that a second laboratory was needed because of the size and testing needs of this project. On behalf of the partner Cities, Round Rock conducted a Request for Qualifications process to select a firm for these additional laboratory services in May 2020.

This item is to approve a contract with TSIT Engineering and Consulting, LLC to perform the construction materials and observation services based on the costs for testing shown in the proposal and Exhibit "A" to the contract. The not-to-exceed cost for this contract is \$200,000. Although the contract is expected to be completed at a lower cost, the not-to-exceed cost was established to cover unforeseen circumstances.

Round Rock's portion of this contract will be 12% which is \$24,000.

Cost: \$200,000

Source of Funds: Regional Wastewater Projects

RESOLUTION NO. R-2021-075

WHEREAS, the City of Round Rock (“City”) desires to retain professional consulting services related to construction materials testing services for the Brushy Creek Regional Wastewater System – East Plant Expansion Project; and

WHEREAS, TSIT Engineering and Consulting, LLC has submitted an Agreement for Professional Consulting Services to provide said services; and

WHEREAS, the City Council desires to enter into said agreement with TSIT Engineering and Consulting, LLC, Now Therefore

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

That the Mayor is hereby authorized and directed to execute on behalf of the City an Agreement for Professional Consulting Services for Construction Materials Testing Services with TSIT Engineering and Consulting, LLC, 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 25th day of March, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES FOR
CONSTRUCTION MATERIALS TESTING SERVICES
WITH
TSIT ENGINEERING AND CONSULTING, LLC**

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

THIS AGREEMENT for professional consulting services related to construction materials testing services for the Brushy Creek Regional Wastewater System – East Plant Expansion Project (the "Agreement") is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299, (the "City") and TSIT Engineering and Consulting, LLC, located at 2211 Century Center Boulevard, Suite 101, Irving, Texas 75062 (the "Consultant").

RECITALS:

WHEREAS, City has determined that there is a need for a construction material testing services for the Brushy Creek Regional Wastewater System – East Plant Expansion Project (the "Project"); and

WHEREAS, City desires to contract for such professional services with Consultant; and

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

NOW, THEREFORE, WITNESSETH:

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

1.0 EFFECTIVE DATE, DURATION, AND TERM

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

The term of this Agreement shall be until full and satisfactory completion of the work specified herein is achieved.

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

2.0 SCOPE OF SERVICES

Consultant has issued its proposal for services for the tasks delineated therein, such proposal for services being attached hereto as Exhibit "A" entitled "Scope of Services," which document is incorporated herein for all purposes. Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "A" in accordance with the schedule set forth by Consultant and agreed upon by City. Such services shall be performed in the time frame approved by the City. Consultant's undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant shall perform services in accordance with this Agreement, in accordance with the appended proposal for services, and in a professional and workmanlike manner.

3.0 LIMITATION TO SCOPE OF SERVICES

Consultant and City agree that the scope of services to be performed is enumerated in Exhibit "A," and Consultant shall not undertake work that is beyond the Scope of Work set forth in Exhibit "A," however, either party may make written requests for changes to the Scope of Work." To be effective, a change to the Scope of Work must be negotiated and agreed to and must be embodied in a valid Supplemental Agreement as described in 8.0.

4.0 CONTRACT AMOUNT

In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant in accordance with and for the deliverables set forth in Exhibit "A" as follows:

- A. **Not-to-Exceed Total Payment for Services:** Consultant's total compensation for consulting services related to the Project hereunder shall not exceed **Two Hundred Thousand and No/100 Dollars (\$200,000.00).**
- B. **Payment for Reimbursable Expenses:** There shall be no payments for reimbursable expenses included in this Agreement.

5.0 INVOICE REQUIREMENTS; TERMS OF PAYMENT

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

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

Payment of Invoices: The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 6.0 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law. The City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

6.0 PROMPT PAYMENT POLICY

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

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

7.0 NON-APPROPRIATION AND FISCAL FUNDING

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

current fiscal year.

8.0 SUPPLEMENTAL AGREEMENT

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

9.0 TERMINATION; DEFAULT

Termination: It is agreed and understood by Consultant that the City may terminate this Agreement for the convenience of the City, upon thirty (30) days' written notice to Consultant, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this Agreement, all data, information, and work product related to this project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new consultant for continuation of service on the project, Consultant shall cooperate in providing information.

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

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

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

If default results in termination of this Agreement, then the City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete

the useable work, and other factors will affect the value to the City of the work performed at the time of default. Neither party shall be entitled to any lost or anticipated profits for work terminated for default hereunder.

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

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

10.0 NON-SOLICITATION

All parties agree that they shall not directly or indirectly solicit for employment, employ, or otherwise retain staff of the other during the term of this Agreement.

11.0 CITY'S RESPONSIBILITIES

Consultant's performance requires receipt of all requested information reasonably necessary to provision of services. Consultant agrees, in a timely manner, to provide City with a comprehensive and detailed information request list, if any.

12.0 INDEPENDENT CONTRACTOR STATUS

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

- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.
- (5) Neither Consultant nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.

- (6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

13.0 CONFIDENTIALITY; MATERIALS OWNERSHIP

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

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

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

Any and all materials created and developed by Consultant in connection with services performed under this Agreement, including all trademark and copyright rights, shall be the sole property of City at the expiration of this Agreement.

14.0 WARRANTIES

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

15.0 LIMITATION OF LIABILITY

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

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

In no event shall Consultant be liable to the City, by reason of any act or omission relating to the services provided under this Agreement (including the negligence of Consultant), whether a claim be in tort, contract or otherwise, (a) for any consequential, indirect, lost profit, punitive, special or similar damages relating to or arising from the services, or (b) in any event, in the aggregate, for any amount in excess of the total professional fees paid by the City to Consultant under this Agreement, except to the extent determined to have resulted from Consultant's gross negligence, willful misconduct or fraudulent acts relating to the service provided hereunder.

16.0 INDEMNIFICATION

Consultant agrees to hold harmless, exempt, and indemnify City, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type, or description, including but not limited to any and all expenses of litigation, court costs, attorneys' fees and all other costs and fees incident to any work done as a result hereof.

To the extent allowable by law, City agrees to hold harmless, exempt, and indemnify Consultant, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type, or description, including but not limited to any and all expenses of litigation, court costs, attorneys' fees and all other costs and fees incident to any work done as a result hereof.

17.0 ASSIGNMENT AND DELEGATION

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

18.0 LOCAL, STATE AND FEDERAL TAXES

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

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

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

19.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Consultant, its consultants, agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant shall further obtain all permits, licenses, trademarks, or copyrights, if required in the performance of the services contracted for herein, and same shall belong solely to the City at the expiration of the term of this Agreement.

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

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

20.0 FINANCIAL INTEREST PROHIBITED

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

21.0 DESIGNATION OF REPRESENTATIVES

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

David Freireich, PE
Engineer - Principal
3400 Sunrise Drive
Round Rock, TX 78665
(512) 671-2756
dfreireich@roundrocktexas.gov

22.0 NOTICES

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

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

Notice to Consultant:

TSIT Engineering and Consulting, LLC
2211 Century Center Boulevard, Suite 101
Irving, Texas 75062

Notice to City:

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

AND TO:

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

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

23.0 INSURANCE

(1) **Insurance.** Consultant, at Consultant's sole cost, shall purchase and maintain during the entire term while this Agreement is in effect professional liability insurance coverage in the minimum amount of One Million Dollars per claim from a company authorized to do insurance business in Texas and otherwise acceptable to City. Consultant shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer. Consultant's Certificate of Insurance is attached hereto as Exhibit "B," incorporated herein by reference for all purposes.

(2) **Subconsultant Insurance.** Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each subconsultant performing work under this Agreement to maintain during the term of this Agreement, at the subconsultant's own expense, the same stipulated minimum insurance required in Section (1) above, including the required provisions and additional policy conditions as shown below in Section (3).

Consultant shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Consultant must retain the certificates of insurance for the duration of this Agreement, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

(3) **Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal or reduction in limits by endorsement a notice thereof shall be given to City by certified mail to:

City Manager
221 East Main Street
Round Rock, TX 78664

- (b) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

24.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

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

25.0 EXCLUSIVE AGREEMENT

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

26.0 DISPUTE RESOLUTION

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

27.0 SEVERABILITY

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

28.0 STANDARD OF CARE

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

29.0 GRATUITIES AND BRIBES

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

30.0 RIGHT TO ASSURANCE

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

31.0 MISCELLANEOUS PROVISIONS

Time is of the Essence. Consultant agrees that time is of the essence and that any failure of Consultant to complete the services for each phase of this Agreement within the agreed project schedule may constitute a material breach of this Agreement. Consultant shall be fully responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Consultant's failure to perform in these circumstances, City may withhold, to the extent of such damage, Consultant's payments hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Consultant's work promptly to avoid unreasonable delays in the orderly progress of Consultant's work.

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

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

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


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

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

City of Round Rock, Texas

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

TSIT Engineering and Consulting, LLC

By: 
Printed Name: Aaron Coffey, Jr.
Title: Senior Partner
Date Signed: 3/3/2021

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

(See following pages.)



February 1, 2021

CITY OF ROUND ROCK
221 East Main Street
Round Rock, TX 78664-5299

Attn: Mr. David Freireich, PE
E dfreireich@roundrocktexas.gov

Re: CMT Testing
Brushy Creek Regional Wastewater System – East Plant Expansion Project
3939 E. Palm Valley Blvd.
Round Rock, Tx
TSIT Estimate of Fees No. P21008(II)

Dear Mr. Freireich:

TSIT Engineering and Consulting, LLC is delighted for this opportunity to submit our Fee Schedule for Construction Material Engineering Testing and Observation Services on the above referenced project.

We anticipate:

- Soils Sampling and Testing
- Concrete Sampling and Testing
- Mortar/Grout Sampling and Testing
- Structural Steel Inspections (CWI)
- Project Management and Administration

We appreciate the opportunity to provide this proposal. If you have any questions, do not hesitate to contact me with any questions.

Sincerely,

T. Smith Testing & Inspection, LLC.
Firm Registration F-5278

Aaron Cotton, Jr., Sr. Partner
Director of Central Texas Operations

Attachment: Schedule of Fees

Confirmed/Agreed to this _____ Day of _____, 2021

Company: _____ By: _____

Title: _____ Printed: _____

SCHEDULE OF FEES FOR
CONSTRUCTION MATERIALS TESTING SERVICES
BRUSHY CREEK REGIONAL WASTEWATER SYSTEM
EAST PLANT EXPANSION PROJECT
ROUND ROCK, TEXAS



SERVICE	Unit Rate
SOILS	
Soil Testing (hourly)	\$45.00
Soil Testing (Overtime) (hourly)	\$67.50
Moisture Density Relations ASTM D-698 (each)	\$200.00
Moisture Density Relations TEX-113E (each)	\$200.00
Atterberg Limits (each)	\$65.00
Decant (-200)	\$65.00
In Place Density ASTM D-6938 (each)	\$20.00
Line Series (each)	\$200.00
Line-Soil Pulverizations (each)	\$20.00
PIERS	
Senior Technician Inspection (hourly)	\$45.00
Pier Inspection Overtime (hourly)	\$67.50
CONCRETE	
Concrete Inspection (hourly)	\$45.00
Concrete Inspection Overtime (hourly)	\$67.50
Concrete Cylinders (4"x8") (each)	\$25.00
CONCRETE/HMAC CORING	
Engineering Technician #1 (hourly)	\$63.00
Engineering Technician OT (hourly)	\$94.50
Concrete/HMAC Core (Inch)	\$17.50
HMAC Laboratory Testing	
Asphalt Inspection (hourly) (TXDOT Level 1A)	\$45.00
Asphalt Inspection (hourly) (TXDOT Level 1B)	\$45.00
Asphalt Content (Ignition Burn Off)	\$200.00
Theoretical Maximum Specific Gravity	\$125.00
Lab Molded Density (set of 3)	\$105.00
Extraction Gradation	\$75.00
Fine/Coarse Aggregate Laboratory Testing	
Sieve Analysis	\$65.00
Magnesium or Sodium Sulfate Soundness	\$250.00
Los Angeles Abrasion	\$175.00
Wet Ball Mill	\$175.00
Decant (-200)	\$75.00
Soluble Sulfate	\$75.00
STRUCTURAL STEEL Inspections (CWI)	
Structural Steel Inspection (hourly) (4 hour min)	\$75.00
Ultrasonic Inspection (hourly)	\$75.00
NON SHRINK GROUT TESTING	
Non Shrink Grout Sampling (hourly)	\$45.00
Non Shrink Grout Cylinders (each) (6 Per set)	\$25.00
MASONRY TESTING	
Masonry Sampling (hourly)	\$45.00
Mortar Cubes (each) (6 Per set)	\$25.00
Grout Units (each) (4 Per set)	\$40.00
Masonry Prisms (each) (5 Per set)	\$200.00
TRAVEL	
Trip Charge (each)	\$45.00
PROJECT MANAGEMENT	
Project Management (hourly)	\$105.00
Project Engineer (hourly)	\$125.00
Clencal (hourly)	\$45.00

NOTES:

- 1) Invoices will be based on actual time spent on the project, charged at the applicable rate portal-to-portal with a 3 hour minimum.
- 2) Overtime rates of 1.5 times the regular hourly rate will be charged for hours worked over eight (8) hours per day, Monday thru Friday, or any time on Saturdays and Sundays.
- 3) Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.

Fort Worth:
7473 Airport Freeway
Fort Worth, Texas 76118
Phone: (817) 589-9933

Dallas: Page 3 of 3
2211 Century Center Blvd, Ste 101
Irving, Texas 75062
Phone: (972) 573-6083

Austin:
304 Hazlewood St., Ste 3
Leander, Texas 78641
Phone: (512) 337-5596

EXHIBIT “B”
CERTIFICATE OF INSURANCE

(See following page.)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1710 Dallas, TX 75243	CONTACT NAME: Hillary Bryant PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): (214) 503-8899 E-MAIL ADDRESS: certificatedallas@risk-strategies.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Indemnity Co of America</td> <td>25666</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER D: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co of America	25666	INSURER B: Travelers Indemnity Company	25658	INSURER C: Travelers Property Casualty Co of Amer	25674	INSURER D: Continental Casualty Company	20443	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
INSURED TSIT Engineering & Consulting, LLC 2211 Century Center Blvd Suite 101 Irving TX 75062															

COVERAGES
CERTIFICATE NUMBER: 59946664

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> X,C,U Covered GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: </div> <div> <input checked="" type="checkbox"/> OCCUR </div> </div>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6807N020138	12/9/2020	12/9/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA2R345316	12/9/2020	12/9/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ </div> <div> <input checked="" type="checkbox"/> </div> </div>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP5P905764	12/9/2020	12/9/2021	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input type="checkbox"/>	UB2R845102	12/9/2020	12/9/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability	<input checked="" type="checkbox"/>		MCH591935587	12/9/2020	12/9/2021	Per Claim \$1,000,000 Annual Aggregate \$2,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of the certificate holder on all policies.
 City of Round Rock, its officers, employees, and elected officials are named additional insured on the general, auto, and umbrella liability coverage as required by written contract. A waiver of subrogation is shown in favor of the additional insured on all policies as required by written contract.
 The general liability coverage is primary and non-contributory. Auto is primary. Umbrella follows form.

CERTIFICATE HOLDER
CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Hillary Killough

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal): Number of Days Notice: 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

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.
---	--

TSIT Engineering and Consulting, LLC
Leander, TX United States

Certificate Number:
2021-722940

Date Filed:
03/03/2021

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

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

Construction Materials Testing

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 Arcon Cotton, Jr, and my date of birth is _____.

My address is 306 Hazelwood street, Leander, Tx, 78641, Williams
(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 3rd day of MARCH, 2021.
(month) (year)

Ram Colla

Signature of authorized agent of contracting business entity
(Declarant)



City of Round Rock

Agenda Item Summary

Agenda Number: G.6

Title: Consider a resolution determining the necessity for, and authorizing the use of the City's power of eminent domain to acquire an electric utility easement in a 0.120-acre tract of land (Parcel 141) from property owned by Reyna Gonzales and Jose Gonzales for the BCRUA Phase 2 raw water delivery project.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/25/2021

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes: Regional Water Fund

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2021-076

The Brushy Creek Regional Utility Authority (BCRUA) is in the process of acquiring easements necessary for the construction of an electrical line that is required in order to provide power to the future pump station for the Phase 2 Deep Water Intake project.

The Easement Purchase Agreement is with Reyna and Jose Gonzales for the acquisition of 0.120 acre along their property.

The appraised purchase price for this easement is \$7,057 and has been approved by the BCRUA Operations Committee. The property owners and BCRUA have not come to an agreement on the final purchase amount, which is why this has moved to condemnation status. Round Rock's portion of this amount is 28.19% which equates to \$1,989.37.

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

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

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

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire an electric utility easement to the following parcel of land for construction of improvements to and for the regional raw water treatment, delivery and distribution system of the Brushy Creek Regional Utility Authority, Inc.: a 0.120-acre tract of land from property owned by Reyna Gonzales and Jose Gonzales, as described in Exhibit A of the resolution."

RESOLUTION NO. R-2021-076

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

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

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of an electric utility easement in and across approximately 0.120 acres (Parcel 141) of land located in Travis County, Texas and more particularly described by metes and bounds and survey plat in Exhibit “A” attached hereto (the “Property”), such Property being owned by **REYNA GONZALES AND JOSE GONZALES**, for the public use of construction, reconstruction, installation, maintaining, and operating of electric utility facilities required as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend upon and will cross, run through and over the surface of the herein described real Property; and

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

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

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

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

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

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

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

RESOLVED this 25th day of March, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"

Gonzalez (141) 0.120 AC
Electric Easement



City of Round Rock

Agenda Item Summary

Agenda Number: G.7

Title: Consider a resolution determining the necessity for, and authorizing the use of the City's power of eminent domain to acquire an electric utility easement in 0.467-acre of land (Parcel 77) from property owned by Mark L. Etheridge and Linda M. Etheridge for the BCRUA Phase 2 raw water delivery project.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/25/2021

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes: Regional Water Fund

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2021-077

The Brushy Creek Regional Utility Authority (BCRUA) is in the process of acquiring easements necessary for the construction of an electrical line that is required in order to provide power to the future pump station for the Phase 2 Deep Water Intake project.

The Easement Purchase Agreement is with Mark L. & Linda M. Etheridge for the acquisition of 0.467 acre along their property.

The original appraised and negotiated purchase price for this easement is \$43,726 and has been approved by the BCRUA Operations Committee. The owners are represented by an attorney but have not provided any substantive monetary demand response to the initial or final purchase offer letter. Round Rock's portion of this amount is 28.19% which equates to \$12,326.36.

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

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

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

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire an electric utility easement to the following parcel of land for construction of improvements to and for the regional raw water treatment, delivery and distribution system of the Brushy Creek Regional Utility Authority, Inc.: a 0.467-acre tract of land from property owned by Mark L. Etheridge and Linda M. Etheridge, as described in Exhibit A of the resolution."

RESOLUTION NO. R-2021-077

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

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

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of an electric utility easement in and across approximately 0.467 acres (Parcel 77) of land located in Travis County, Texas and more particularly described by metes and bounds and survey plat in Exhibit “A” attached hereto (the “Property”), such Property being owned by **MARK L. ETHERIDGE AND LINDA M. ETHERIDGE**, for the public use of construction, reconstruction, installation, maintaining, and operating of electric utility facilities required as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend upon and will cross, run through and over the surface of the herein described real Property; and

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

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

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

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

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

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

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

RESOLVED this 25th day of March, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

EXHIBIT
"A"



Etheridge (77) 0.467 AC
Electric Easement



City of Round Rock

Agenda Item Summary

Agenda Number: G.8

Title: Consider a resolution determining the necessity for, and authorizing the use of the City's power of eminent domain to acquire an electric utility easement in 0.759-acre of land (Parcel 201) from property owned by Mark A. Snyder and Mary Jeanene Snyder for the BCRUA Phase 2 raw water delivery project.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/25/2021

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes:

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2021-078

The Brushy Creek Regional Utility Authority (BCRUA) is in the process of acquiring easements necessary for the construction of an electrical line that is required in order to provide power to the future pump station for the Phase 2 Deep Water Intake project.

The Easement Purchase Agreement is with Mark A. Snyder and Mary Jeanene Snyder for the acquisition of 0.759 acre along their property.

The original appraised and negotiated purchase price for this easement is \$21,567 and has been approved by the BCRUA Operations Committee. The owner is represented by an attorney but has not provided any substantive monetary demand response to the initial or final purchase offer letter. Round Rock's portion of this amount is 28.19% which equates to \$6,079.74.

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

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

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

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire an electric utility easement to the following parcel of land for construction of improvements to and for the regional raw water treatment, delivery and distribution system of the Brushy Creek Regional Utility Authority, Inc.: a 0.759-acre tract of land from property owned by Mark A. Snyder and Mary Jeanene Snyder, as described in Exhibit A of the resolution."

RESOLUTION NO. R-2021-078

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

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

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of an electric utility easement in and across approximately 0.759 acres (Parcel 201) of land located in Travis County, Texas and more particularly described by metes and bounds and survey plat in Exhibit "A" attached hereto (the "Property"), such Property being owned by **MARK A. SNYDER AND MARY JEANENE SNYDER**, for the public use of construction, reconstruction, installation, maintaining, and operating of electric utility facilities required as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend upon and will cross, run through and over the surface of the herein described real Property; and

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

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

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

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

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

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

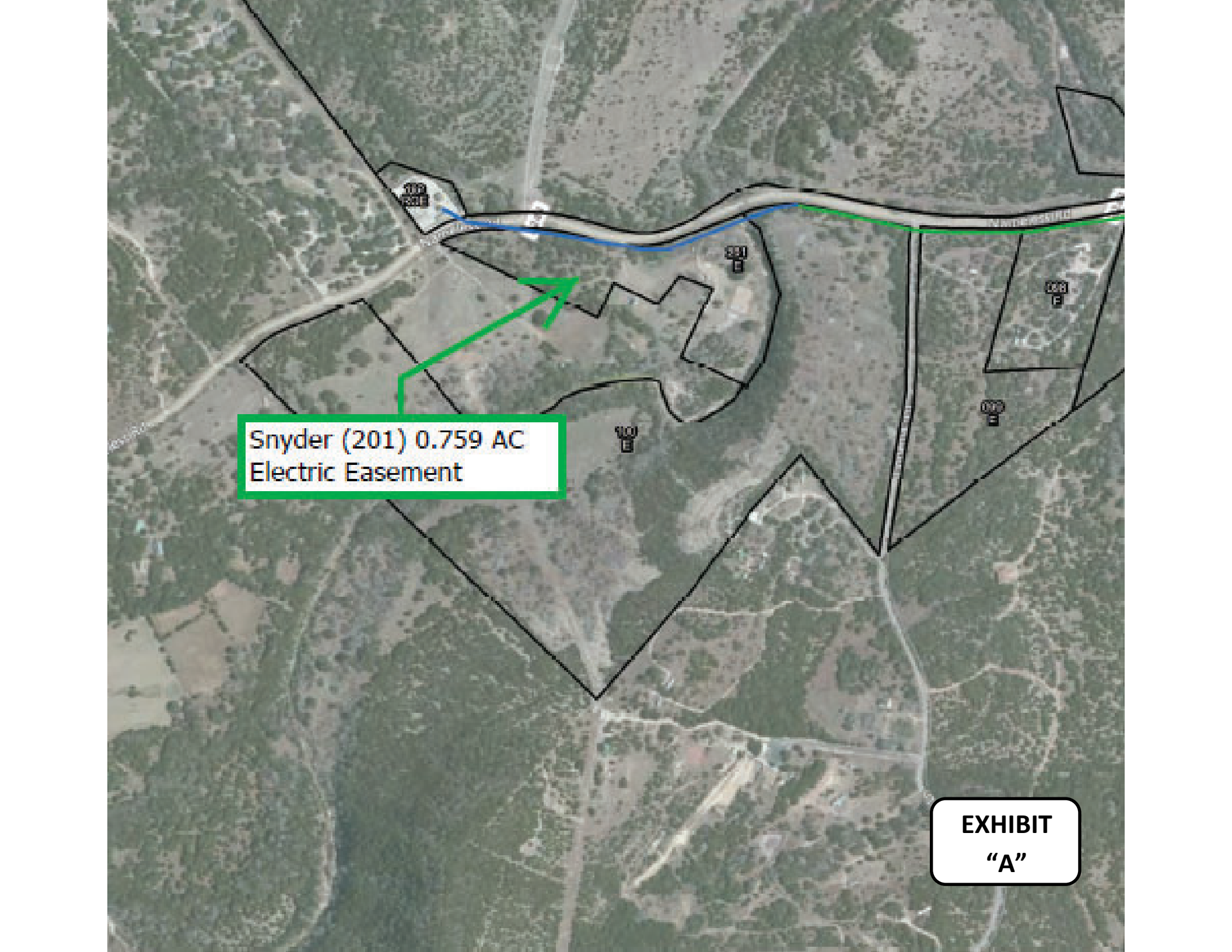
The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were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

RESOLVED this 25th day of March, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Snyder (201) 0.759 AC
Electric Easement

EXHIBIT
"A"



City of Round Rock

Agenda Item Summary

Agenda Number: G.9

Title: Consider a resolution determining the necessity for, and authorizing the use of the City's power of eminent domain to acquire an electric utility easement in 0.288-acre of land (Parcel 98) from property owned by Edd Mack Fulkes, III and Nancy Carolyn Fulkes for the BCRUA Phase 2 raw water delivery project.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/25/2021

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes: Regional Water Fund

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2021-079

The Brushy Creek Regional Utility Authority (BCRUA) is in the process of acquiring easements necessary for the construction of an electrical line that is required in order to provide power to the future pump station for the Phase 2 Deep Water Intake project.

The Easement Purchase Agreement is with Edd Mack Fulkes, III and Nancy Carolyn Fulkes for the acquisition of 0.288 acre along their property.

The original appraised and negotiated purchase price for this easement is \$4,934 and has been approved by the BCRUA Operations Committee. The owner is represented by an attorney but has not provided any substantive monetary demand response to the initial or final purchase offer letter. Round Rock's portion of this amount is 28.19% which equates to \$1,390.89.

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

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

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

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

RESOLUTION NO. R-2021-079

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

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

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of an electric utility easement in and across approximately 0.288 acres (Parcel 98) of land located in Travis County, Texas and more particularly described by metes and bounds and survey plat in Exhibit “A” attached hereto (the “Property”), such Property being owned by **EDD MACK FULKES, III AND NANCY CAROLYN FULKES** for the public use of construction, reconstruction, installation, maintaining, and operating of electric utility facilities required as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend upon and will cross, run through and over the surface of the herein described real Property; and

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

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

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

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

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

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

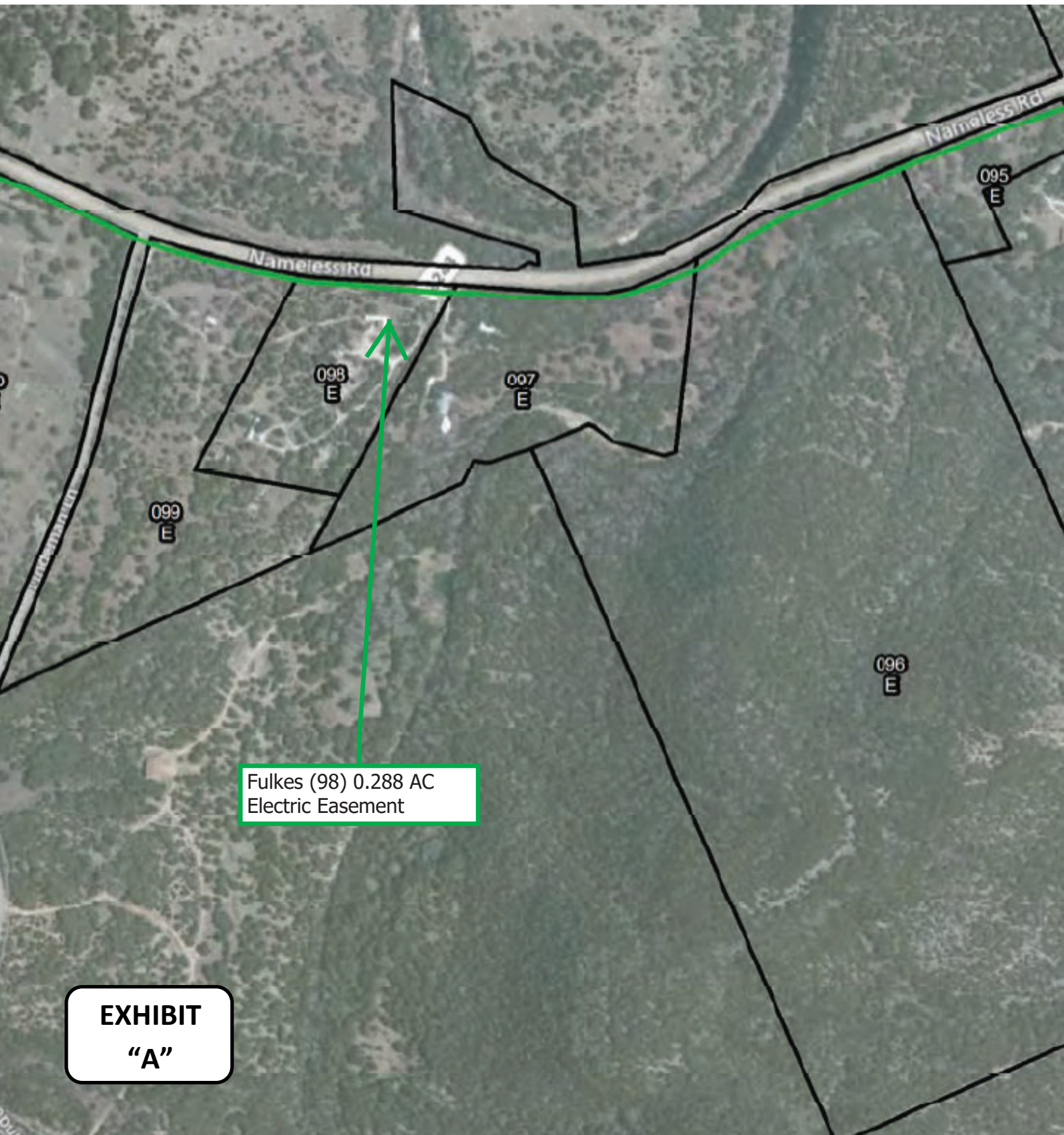
The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were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

RESOLVED this 25th day of March, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Fulkes (98) 0.288 AC
Electric Easement

EXHIBIT
"A"



City of Round Rock

Agenda Item Summary

Agenda Number: G.10

Title: Consider a resolution determining the necessity for, and authorizing the use of the City's power of eminent domain to acquire an electric utility easement in 0.417-acre of land (Parcel 97) from property owned by Mary F. Cameron and Claud G. Cameron for the BCRUA Phase 2 raw water delivery project.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/25/2021

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes: Regional Water Fund

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2021-080

The Brushy Creek Regional Utility Authority (BCRUA) is in the process of acquiring easements necessary for the construction of an electrical line that is required in order to provide power to the future pump station for the Phase 2 Deep Water Intake project.

The Easement Purchase Agreement is with Mary F. and Claud G. Cameron for the acquisition of 0.417 acre along their property.

The original appraised and negotiated purchase price for this easement is \$13,758 and has been approved by the BCRUA Operations Committee. The owner is represented by an attorney but has not provided any substantive monetary demand response to the initial or final purchase offer letter. Round Rock's portion of this amount is 28.19% which equates to \$3,878.38.

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

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

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

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire an electric utility easement to the following parcel of land for construction of improvements to and for the regional raw water treatment, delivery and distribution system of the Brushy Creek Regional Utility Authority, Inc.: a 0.417-acre tract of land from property owned by Mary F. Cameron and Claud G. Cameron, as described in Exhibit A of the resolution."

RESOLUTION NO. R-2021-080

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

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

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of an electric utility easement in and across approximately 0.417 acres (Parcel 97) of land located in Travis County, Texas and more particularly described by metes and bounds and survey plat in Exhibit “A” attached hereto (the “Property”), such Property being owned by MARY F. CAMERON AND CLAUD G. CAMERON, for the public use of construction, reconstruction, installation, maintaining, and operating of electric utility facilities required as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend upon and will cross, run through and over the surface of the herein described real Property; and

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

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

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

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

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

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

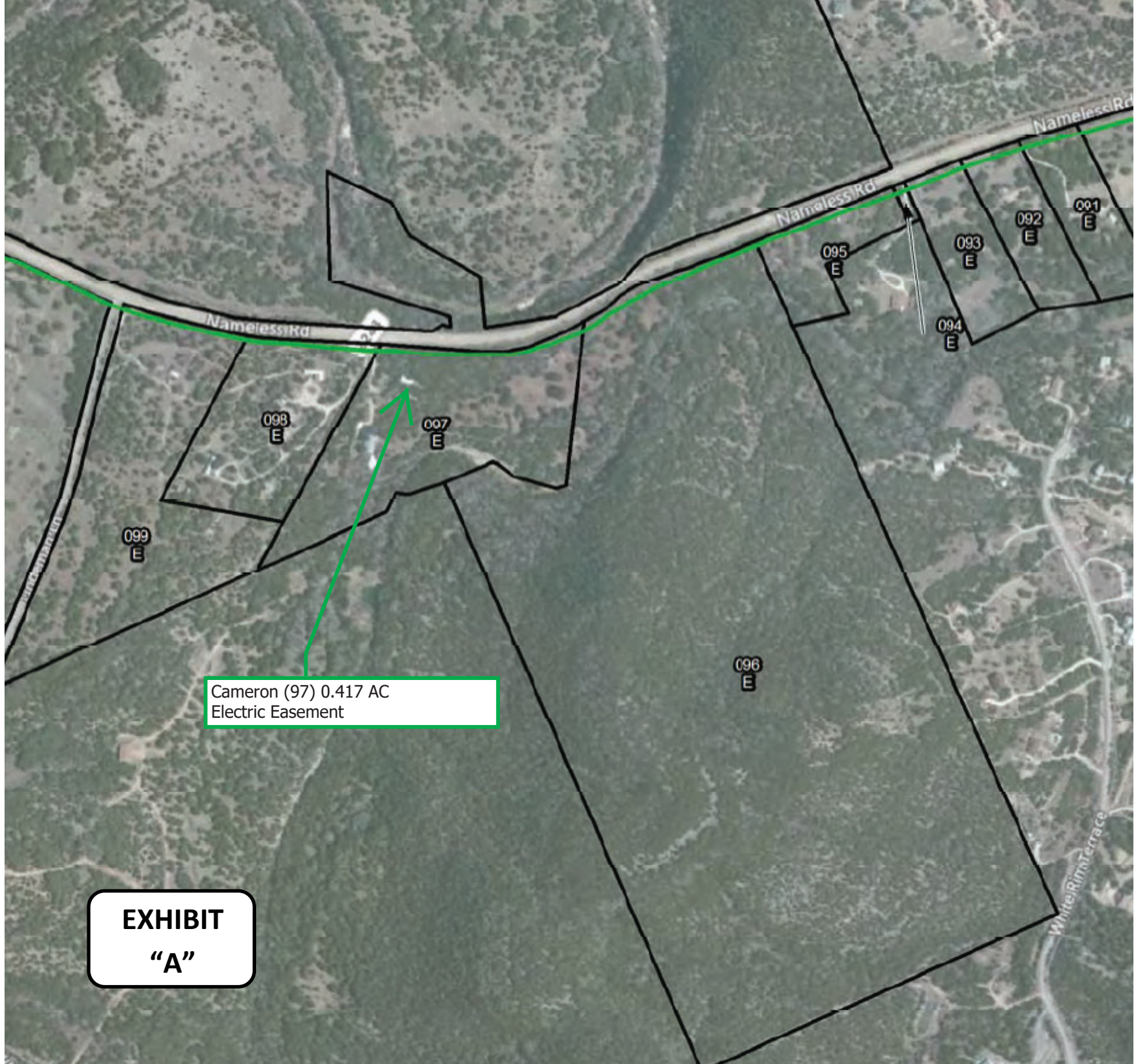
The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were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

RESOLVED this 25th day of March, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



Cameron (97) 0.417 AC
Electric Easement

EXHIBIT
"A"



City of Round Rock

Agenda Item Summary

Agenda Number: G.11

Title: Consider a resolution determining the necessity for, and authorizing the use of the City's power of eminent domain to acquire an electric utility easement in 0.115-acre of land (Parcel 93) from property owned by Stephen V. Megna for the BCRUA Phase 2 raw water delivery project.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/25/2021

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes: Regional Water Fund

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2021-081

The Brushy Creek Regional Utility Authority (BCRUA) is in the process of acquiring easements necessary for the construction of an electrical line that is required in order to provide power to the future pump station for the Phase 2 Deep Water Intake project.

This Easement Purchase Agreement is with Stephen V. Megna for the acquisition of 0.115 acre along their property.

The original appraised and negotiated purchase price for this easement is \$3,431 and has been approved by the BCRUA Operations Committee. The owner is represented by an attorney but has not provided any substantive monetary demand response to the initial or final purchase offer letter. Round Rock's portion of this amount is 28.19% which equates to \$967.20.

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

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

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

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

RESOLUTION NO. R-2021-081

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

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

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of an electric utility easement in and across approximately 0.115 acres (Parcel 93) of land located in Travis County, Texas and more particularly described by metes and bounds and survey plat in Exhibit “A” attached hereto (the “Property”), such Property being owned by **STEPHEN V. MEGNA** for the public use of construction, reconstruction, installation, maintaining, and operating of electric utility facilities required as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend upon and will cross, run through and over the surface of the herein described real Property; and

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

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

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

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

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

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

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

RESOLVED this 25th day of March, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



EXHIBIT
"A"



City of Round Rock

Agenda Item Summary

Agenda Number: G.12

Title: Consider a resolution determining the necessity for, and authorizing the use of the City's power of eminent domain to acquire a subsurface tunnel easement through and across 1.735-acres (Parcel 45,46,49), a temporary monitoring well access easement in 0.008 acre (Parcel 45MW-AE), and a temporary monitoring well easement in 0.0006-acre (Parcel 45MW) of land, from property owned by AC Sandy Creek Yacht Club Marina, LLC for the BCRUA Phase 2 raw water delivery project.

Type: Resolution

Governing Body: City Council

Agenda Date: 3/25/2021

Dept Director: Michael Thane, Utilities and Environmental Services Director

Cost:

Indexes: Regional Water Fund

Attachments: Resolution, Exhibit A

Department: Utilities and Environmental Services

Text of Legislative File 2021-082

The Brushy Creek Regional Utility Authority (BCRUA) is in the process of acquiring easements necessary for the construction of an electrical line that is required in order to provide power to the future pump station for the Phase 2 Deep Water Intake project.

The Easement Purchase Agreement is with AC Sandy Creek Yacht Club for the acquisition of 1.735 acres (Parcel 45, 46, 49) for a subsurface tunnel easement, a temporary monitoring well access easement of 0.008 acre (Parcel 45MW-AE), and a temporary monitoring well easement of 0.0006 acre (Parcel 45MW) along their property.

The original appraised and negotiated purchase price for this easement is \$10,082 and has been approved by the BCRUA Operations Committee. A counter offer was made by the owner in the amount of \$100,000, but was rejected by the BCRUA Operating Committee. The owner has not provided any substantive monetary demand response to the final purchase offer letter after the counter offer was rejected. Round Rock's portion of this amount is 28.19% which equates to \$2,842.16.

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

EMINENT DOMAIN MOTION LANGUAGE REQUIREMENTS

Mayor and Council:

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

"I move that the City Council approve this resolution which authorizes the use of the power of eminent domain to acquire a subsurface tunnel, temporary access and temporary monitoring well easements to the following parcels of land for construction of improvements to and for the regional raw water treatment, delivery and distribution system of the Brushy Creek Regional Utility Authority, Inc.: three parcels of land totaling approximately 1.735 acres for a subsurface tunnel easement, a temporary monitoring well access easement of 0.008 acre, and a temporary monitoring well easement of 0.0006 acre from property owned by AC Sandy Creek Yacht Club Marina, LLC, as described in Exhibit A of the resolution."

RESOLUTION NO. R-2021-082

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

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

WHEREAS, in accordance with the above, the City Council hereby finds that public necessity requires the acquisition of the following:

- (1) a subsurface tunnel easement through and across approximately 0.402 acre (Parcel 45);
- (2) a temporary monitoring well access easement in and across 0.008 acre (Parcel 45MW);
- (3) a temporary monitoring well easement in and across 0.0006 acre (Parcel 45MW-AE);
- (4) a subsurface tunnel easement through and across approximately 0.141 acres (Parcel 46); and
- (5) a subsurface tunnel easement through and across approximately 0.921 acres and 0.271 acres (Parcel 49, Part 1-2);

located in Travis County, Texas and more particularly described by metes and bounds and survey plat in Exhibits “A-E” attached hereto (the “Property”), such Property being owned by **AC SANDY CREEK YACHT CLUB MARINA, LLC**, for the public use of construction, reconstruction, installation, maintaining, and operating of raw water delivery tunnel and, monitoring and related appurtenances required as a part of the improvements to the Project, at such

locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend upon and will cross, run through and over the surface of the herein described real Property; and

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

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

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

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

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

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

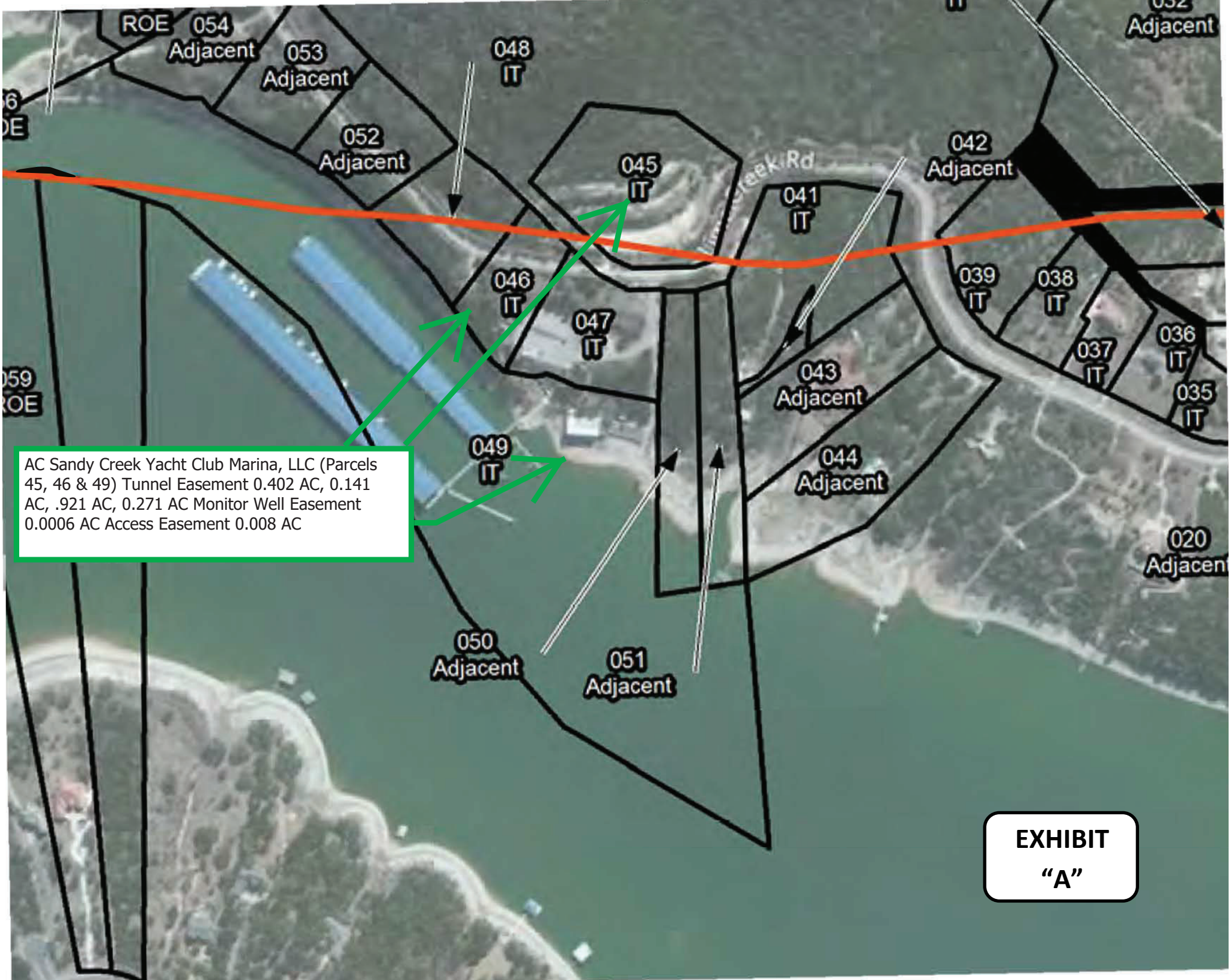
The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were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

RESOLVED this 25th day of March, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk



AC Sandy Creek Yacht Club Marina, LLC (Parcels 45, 46 & 49) Tunnel Easement 0.402 AC, 0.141 AC, .921 AC, 0.271 AC Monitor Well Easement 0.0006 AC Access Easement 0.008 AC

EXHIBIT
"A"



City of Round Rock

Agenda Item Summary

Agenda Number: H.1

Title: Consider public testimony regarding, and an ordinance rezoning a 6.84-acre tract of land located on the east side of Chisholm Trail and south of W. Old Settlers Boulevard from the C-1 (General Commercial) zoning district to the PUD (Planned Unit Development) No. 126 zoning district. (First Reading)*

Type: Ordinance

Governing Body: City Council

Agenda Date: 3/25/2021

Dept Director: Brad Wiseman, Planning and Development Services Director

Cost:

Indexes:

Attachments: Ordinance, PUD No. 126, Exhibit A, Vicinity Map with surrounding zoning, Aerial Photo

Department: Planning and Development Services Department

Text of Legislative File 2021-083

The rezoning request is made by the property owner, Diana Hall, et al, and the developer Prakash Patel. The PUD proposes a multi-level urban residential building with first-floor commercial spaces. There will be a minimum of 45 living units per acre and at least 10,000 sq. ft. of commercial space. The uses and associated amenities will be contained within the building. Required residential parking will be provided in a multi-level parking structure which will be either wrapped by the building or constructed in a podium style design. Any visible parking structure façade will not directly face IH-35 or Chisholm Trail Road.

The design elements of the building(s) shall substantially comply with the building elevation depiction contained in **Exhibit 'B'** of the PUD. The maximum building height is 8 stories. The PUD incorporates the requirements of the MF-3 (Multifamily - Urban) zoning district, which include structured parking, balconies on at least 25% of all dwelling units, internal stairways, amenities and streetscape and landscape features. The commercial uses allowed will be those of the C-1a (General Commercial - Limited) zoning district, but prohibiting some uses, including drive-throughs, fuel sales and auto service facilities.

The 2030 FLUM (Future Land Use Map) designates the property for commercial use. Adoption of the PUD will amend the FLUM to accommodate the proposed mixed-use development. The property has access from the southbound IH-35 frontage road on its eastern boundary and from Chisholm Trail Road on its western boundary. No TIA (Traffic Impact Analysis) will be required, as the project will be subject to the

Roadway Impact Fee regulations. A turn lane/driveway analysis will be required with the submittal of a site plan. The Planning and Zoning Commission held a public hearing at their meeting on March 3, 2021 and voted 6-0 to recommend approval. There were no speakers at the public hearing.

ORDINANCE NO. O-2021-083

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ROUND ROCK, TEXAS ADOPTED IN ZONING AND DEVELOPMENT CODE, CHAPTER 2, ARTICLE I, SECTION 2-2(b)(1), CODE OF ORDINANCES (2018 EDITION), CITY OF ROUND ROCK, TEXAS, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE 6.84 ACRES OF LAND, OUT OF THE DAVID CURRY SURVEY, ABSTRACT NO. 130, IN ROUND ROCK, WILLIAMSON COUNTY, TEXAS, FROM C-1 (GENERAL COMMERCIAL) ZONING DISTRICT TO PUD (PLANNED UNIT DEVELOPMENT) NO. 126 ZONING DISTRICT; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS.

WHEREAS, an application has been made to the City Council of the City of Round Rock, Texas to amend the Official Zoning Map to rezone 6.84 acres of land, out of the David Curry Survey, Abstract No. 130, in Round Rock, Williamson County, Texas, being more fully described in Exhibit "A" attached hereto, from C-1 (General Commercial) zoning district to PUD (Planned Unit Development) No. 126 zoning district, and

WHEREAS, the City Council has submitted the requested change in the Official Zoning Map to the Planning and Zoning Commission for its recommendation and report, and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the requested change on the 3rd day of March, 2021, following lawful publication of the notice of said public hearing, and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the zoning classification of the property described in Exhibit "A" be changed to PUD No. 126, and

WHEREAS, on the 25th day of March, 2021, after proper notification, the City Council held a public hearing on the requested amendment, and

WHEREAS, the City Council determines that the zoning provided for herein promotes the health, safety, morals and protects and preserves the general welfare of the community, and

WHEREAS, each and every requirement set forth in Chapter 211, Sub-Chapter A., Texas Local Government Code, and Zoning and Development Code, Chapter 2, Article I, Section 2-2 and Chapter 10, Article I, Section 10-2 and, Code of Ordinances (2018 Edition), City of Round Rock, Texas concerning public notices, hearings, and other procedural matters has been fully complied with, Now Therefore

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

I.

That the City Council has hereby determined the Planned Unit Development (PUD) No. 126 meets the following goals and objectives:

- (1) The development in PUD No. 126 is equal to or superior to development that would occur under the standard ordinance requirements.
- (2) P.U.D. No. 126 is in harmony with the general purposes, goals, objectives and standards of the General Plan.
- (3) P.U.D. No. 126 does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.
- (4) P.U.D. No. 126 will be adequately provisioned by essential public facilities and services including streets, parking, drainage, water, wastewater facilities, and other necessary utilities.
- (5) P.U.D. No. 126 will be constructed, arranged and maintained so as not to dominate, by scale and massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

II.

That the Official Zoning Map adopted in Zoning and Development Code, Chapter 2, Article I, Section 2-2(b)(1), Code of Ordinances (2018 Edition), City of Round Rock, Texas, is hereby amended so that the zoning classification of the property described in Exhibit "A", attached hereto and incorporated herein shall be, and is hereafter designated as, Planned Unit Development (PUD) No. 126, and that the Mayor is hereby authorized and directed to enter into the Development Plan for PUD No. 126 attached hereto as Exhibit "B", which agreement shall govern the development and use of said property.

III.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this 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.

Alternative 1.

By motion duly made, seconded and passed with an affirmative vote of all the Council members present, the requirement for reading this ordinance on two separate days was dispensed with.

READ, PASSED, and ADOPTED on first reading this _____ day of _____, 2021.

Alternative 2.

READ and APPROVED on first reading this the _____ day of _____, 2021.

READ, APPROVED and ADOPTED on second reading this the _____ day of _____, 2021.

CRAIG MORGAN, Mayor
City of Round Rock, Texas

ATTEST:

SARA L. WHITE, City Clerk

**ROUND ROCK LOFTS
PLANNED UNIT DEVELOPMENT NO. 126**

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS DEVELOPMENT PLAN (this “**Plan**”) is adopted and approved by the CITY OF ROUND ROCK, TEXAS (hereinafter referred to as the “**City**”). For purposes of this Plan, the term **Owner** shall mean DIANA HALL, INDIV & AS TR & ET AL; as its respective interests may appear in the respective portions of the hereinafter described property; and its respective successors and designated assigns. Upon sale, transfer or conveyance of portions of the hereinafter described property by a respective Owner to a designated third party owner/developer, the duties and obligations of the respective Owner, as it relates to the respective property being sold, shall be assigned to and assumed by the new owner/developer, and upon such sale and assignments of the duties and obligations hereunder, the respective Owner shall have no further liability relating to the respective property so sold and conveyed.

WHEREAS, the Owner is the owner of certain real property consisting of 6.84 acres, as more particularly described in **Exhibit “A” (Legal Description)**, (herein after referred to as the “**Property**”) attached hereto and made a part hereof; and

WHEREAS, the Owner has submitted a request to the City to zone the Property as a Planned Unit Development (the “**PUD**”); and

WHEREAS, pursuant to Part III, Section 10-22 of the Code of Ordinances of the City of Round Rock, Texas, the Owner has submitted Development Standards setting forth the development conditions and requirements within the PUD, which Development Standards are contained in Section II of this Plan; and

WHEREAS, the City has held two public hearings required by law to solicit input from all interested citizens and affected parties; and

WHEREAS, on March 3, 2021 the City’s Planning and Zoning Commission recommended approval of the Owner’s application for PUD zoning; and

WHEREAS, the City Council has reviewed the proposed Plan and determined that it promotes the health, safety, and general welfare of the citizens of Round Rock and that it complies with the intent of the Planned Unit Development Ordinance of the City;

NOW THEREFORE:

I.

GENERAL PROVISIONS

1. CONFORMITY WITH DEVELOPMENT STANDARDS

That all uses and development within the Property shall conform to the Development Standards included in Section II herein.

2. CHANGES AND MODIFICATIONS

No changes or modifications will be made to this Plan unless all provisions pertaining to changes or modifications as stated in Section II.8.

3. ZONING VIOLATION

Owner understands that any person, firm, corporation or other entity violating any conditions or terms of the Plan shall be subject to any and all penalties for the violation of any zoning ordinance provisions as stated in Part II, Section 1-9, Code of Ordinances, City of Round Rock, Texas, as amended.

4. MISCELLANEOUS PROVISIONS

4.1. Severability

In case one or more provisions contained of this Plan are deemed invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provisions of this Plan and in such event, this Plan shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Plan.

4.2. Venue

All obligations of the Plan are performable in Williamson County, Texas, and venue for any action shall be in Williamson County.

4.3. Effective Date

This Plan shall be effective from and after the date of approval by the City Council.

II. DEVELOPMENT STANDARDS

1. DEFINITIONS

Words and terms used herein shall have their usual force and meaning, or as defined in the City of Round Rock Code of Ordinances, as amended, hereinafter referred to as “the Code.” This PUD Development Plan shall be hereinafter referred to as “the Plan.”

2. PROPERTY

This Plan covers approximately 6.84 acres of land, located within the City of Round Rock, Texas, and more particularly described in **Exhibit “A”**.

3. PURPOSE

The purpose of this Plan is to ensure a PUD that: 1) is equal to, superior than and/or more consistent than that which would occur under the standard ordinance requirements, 2) is in harmony with the General Plan, as amended, 3) does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and welfare, 4) is adequately provisioned by essential public facilities and services, and 5) will be developed and maintained so as not to dominate, by scale or massing of structures, the immediate neighboring properties or interfere with their development or use.

4. APPLICABILITY OF CITY ORDINANCES

4.1. Zoning Ordinance

All aspects not specifically covered by this Plan shall be regulated by the **MF-3 (Multi-Family Urban)** and the **C-1a (General Commercial – Limited)**, as amended. If there is a conflict between this Plan and the Code, this Plan shall supersede the specific conflicting provisions of the Code.

4.2. Other Ordinances

All other Ordinances within the Code, as applicable and as amended, shall apply to the Property, except as clearly modified by this Plan. In the event of a conflict, the terms of this Plan shall control.

5. PROJECT DESCRIPTION

5.1. The project is to consist of a multi-level urban residential development with a mix of first-floor commercial spaces. The residential units will be internally accessed, and the associated amenities will be contained within the multi-level structure. The uses will be served by a multi-level parking structure and surface parking spaces.

(1) A minimum of 45 living units per acre.

(2) A minimum of 10,000 sq. ft. of commercial space.

6. PERMITTED & PROHIBITED USES

6.1. Urban Multi-Family

- (1) All uses permitted in the **MF-3 (Multifamily – Urban)** zoning district; the multifamily development shall conform with the requirements of the district, unless otherwise specified by this Plan.

6.2. Commercial

- (1) All uses permitted in the **C-1a (General Commercial – Limited)** zoning district, except for the following uses, which are prohibited:
 - (a) Auto Sales, Rental, or Leasing Facilities
 - (b) Auto Service Facilities
 - (c) Call Center
 - (d) Car Wash
 - (e) Drive-through services
 - (f) Emergency Medical services
 - (g) Fuel Sales
 - (h) Funeral Home
 - (i) Parking, Commercial
 - (j) Shooting and Archery Ranges
 - (k) All uses listed in Section 2-91 (ee)(2)(a) of the Code.

7. DEVELOPMENT STANDARDS

7.1. Lot and building dimensional standards.

Standard	Unit of Measure
Min. Lot Width	50 feet
Min. Building Setback to IH-35 ROW	45 feet
Min. Building Setback to Chisholm Trail Road ROW	25 feet
Min. Side Building Setback	10 feet
Min. Rear Building Setback	10 feet
Min. Building Separation	10 feet
Max. Building Height ¹	8 stories

1. A structured parking facility shall not exceed the height of the building it serves.

7.2. Building Design and Orientation

- (1) The design elements of the building(s) shall substantially comply with the depictions contained in **Exhibit ‘B’**, including, but not limited to elevation variation, roof pitch, orientation, incorporating an urban style.
- (2) A parapet shall surround the top of the building.
- (3) The residential structured parking shall be constructed in either a wrap or podium-style design.

- (4) The façade of a parking structure shall not directly face IH-35 or Chisholm Trail Road.

7.3. Amenities

- (1) A minimum of five (5) of the following amenities accessible to all residents shall be provided, at least one of which must be chosen from those designated as satisfying the open space requirement. These amenities shall combine for a minimum of 12,000 sq. ft.

- (a) Playground equipment
- (b) Private fitness facility*
- (c) Picnic area, to contain no fewer than two tables and two cooking grills
- (d) Beach Pool (shallow entry pool)#
- (e) Lap Pool#
- (f) Multi-purpose grass-covered field that can be used for outdoor yoga classes, croquet, bocce ball, micro-soccer, or small children's play yard #
- (g) Activity zone with putting green, shuffleboard, and climbing wall
- (h) Business center, to contain no less than one computer, printer, fax machine, copier, and scanner (printer, fax machine, copier, and scanner may be integrated into a single device), available for resident use*
- (i) Sports court (tennis, basketball, or volleyball)
- (j) Kitchen available for resident use*
- (k) Social room available for resident use*
- (l) Grille house
- (m) Outdoor walking paths#

*These amenities may be located within an amenity center, yet each shall qualify individually toward the amenity requirement.

#These amenities shall satisfy the open space requirement contained in Section 2-24 (d)(5).

7.4. Special Streetscape and Landscape Features

- (1) Private driveways and surface parking shall include a minimum of four (4) of the following site features:

- (a) Benches
- (b) Bike racks
- (c) Public art
- (d) Courtyards or plazas
- (e) Decorative paving
- (f) Water features, such as fountains
- (g) Decorative trash receptacles
- (h) Street trees

7.5. Parking

(1) Residential Parking

- (a) The following minimum off-street parking requirements shall be met within a parking structure that is directly attached to the residential structure:
 - i. 1 bedroom: 1.25 spaces
 - ii. 2 bedroom: 2 spaces
 - iii. 3 bedroom: 2.5 spaces
- (b) Additional parking for guests to the residential units shall be provided in the amount of five percent (5%) of the total resident parking required in (a) above. This additional parking may be provided either within the parking structure directly attached to the residential structure or on surface parking areas.

(2) Non-residential Parking

- (a) The minimum off-street parking requirements, in accordance with Section 8-46 of the Code, shall be met either within the parking structure directly attached to the residential structure or on surface parking areas.
- (b) Ancillary uses to the residential use (such as the Leasing Office and Amenity areas) shall have no parking requirement.

7.6. Access to IH-35 Frontage Road

- (1) Driveway access from the southbound IH-35 frontage road will be limited to one location, in accordance with the City of Round Rock Access Management Plan for State Highways.

8. CHANGES TO DEVELOPMENT PLAN

8.1. Minor Changes

Minor changes to this Plan which do not substantially and adversely change this Plan may be approved administratively, if approved in writing by the Director of Planning and Development Services and the City Attorney.

8.2. Major Changes

All changes not permitted above shall be resubmitted following the same procedure required by the original PUD application.

LIST OF EXHIBITS

Exhibit “A” – Survey

Exhibit “B” – Building Elevation

REGARDING A 3.2-ACRE PLOT IN THE EAST-OF-DEPT-OF-AVY-LINE OR INTERSTATE HIGHWAY 35 (DEPT-OF-AVY-LINE VARIETY), SAVING THE NEIGHBORHOOD COMPANY OF A 0.137-ACRE TRACT DESCRIBED IN EXHIBIT NO. 3001112197 OF THE OFFICIAL PUBLIC RECORDS OF NELLAMON COUNTY, TEXAS, ALSO BEING THE SOUTHWEST CORNER OF SAID 3.2-ACRE TRACT;

By graphic plotting only, this property is located in Zone "X" of the Flood Insurance Rate Map, Community Panel No. 48053C0407, which bears an effective date of December 20, 2019 and is NOT in a special Flood Hazard area. No field surveying was performed to determine this Zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

1. Underground utility installations, underground improvements, foundations and/or other underground structures were not located by this Survey.

8. All elevations shown are based on MAND8, using GLOID 12A.

Basis of Bearing shown hereon are derived from the Texas Coordinate System (4204), South Central Zone, NAD 83.

NORTH

$1'' = 50'$
GRAPHIC SCALE

Enrique C. Elizondo, a Registered Professional Land Surveyor do hereby certify this plat represents an actual survey made on the ground under my

fieldwork was completed on January 4, 2021.

[illegible][illegible]

1/2" NON RSD FLOOR	NON RSD
1/2" NON RSD SET	NON RSD
CONTROL MONUMENTS	CONTROL MONUMENTS
NON RSD MARK	NON RSD MARK
RECORD RELIANCE	RECORD RELIANCE
MAP / A-1 RECORD	MAP / A-1 RECORD
WILLIAMSON CO SET	WILLIAMSON CO SET
D.B.A.C.T.	D.B.A.C.T.
WATER METER	WATER METER
CLEAN OUT	CLEAN OUT
POUR HOLE	POUR HOLE
MANHOLE	MANHOLE
WATER VALVE	WATER VALVE
WOOD FENCE	WOOD FENCE
WIRE TRUCE	WIRE TRUCE
EASEMENT	EASEMENT
PROPERTY EQUIPMENT	PROPERTY EQUIPMENT
ADJACENT PROPERTY	ADJACENT PROPERTY

1/2" NON RSD FLOOR	NON RSD
1/2" NON RSD SET	NON RSD
CONTROL MONUMENTS	CONTROL MONUMENTS
NON RSD MARK	NON RSD MARK
RECORD RELIANCE	RECORD RELIANCE
MAP / 1/4" RECORD	MAP / 1/4" RECORD
WILLIAMSON CO SET	WILLIAMSON CO SET
D.B.A.C.T.	D.B.A.C.T.
WATER METER	WATER METER
CLEAN OUT	CLEAN OUT
POUR HOLE	POUR HOLE
MANHOLE	MANHOLE
WATER VALVE	WATER VALVE
WOOD FENCE	WOOD FENCE
WIRE TRUCE	WIRE TRUCE
EASEMENT	EASEMENT
PROPERTY EQUIPMENT	PROPERTY EQUIPMENT
ADJACENT PROPERTY	ADJACENT PROPERTY

[illegible]

SCALE: 1" = 50'
DRAWN BY: RCE
CHECKED BY: ECE
FILE NAME: 7297 - 2200 IH3
COMMENTS:

JOB ORDER NUMBER: 7297
CLIENT NUMBER: "
SITE LOCATION: ROUNDROCK, TEXAS

DATE: _____

ELIZONDO & ASSOCIATES
SURVEYING + MAPPING

Phone: (210) 375-4128
Fax: (210) 375-5130
11153 Westwood Loop, Ste 120
San Antonio, TX 78253
TEXAS LICENSED SURVEYING
FIRM No. 10193864
www.elizondoassociates.com

TOPOGRAPHIC/TREE
SURVEY
2200 IH 35 N
ROUNDROCK, TX 78681

PROJECT NUMBER
7297
Reference Number:

EXHIBIT 'B'



ROUND ROCK LOFTS

February 08, 2021

Exhibit "A"

LEGAL DESCRIPTION

DESCRIPTION OF 6.993 ACRES (APPROX. 184,106 S.F.) IN THE DAVID CURRY SURVEY, ABSTRACT NO. 138 IN HILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 36.89 ACRE TRACT CONVEYED TO THE CHAD WILLIAM WALL TRUST OF 1999, THE CENTER EDNA WALL LAMAR TRACT OF 1999, THE KIMBERLY HALL WINDAM TRACT OF 1999 AND THE EDNA WALL TRACT OF 1999 IN A CITY DEED DESCRIBED IN COUNTY NO. 208188575, DEED AND OFFICIAL RECORDS OF HILLIAMSON COUNTY, TEXAS, SAID 6.993 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 2" IRON PIPE FOUND IN THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35 (RIGHT-OF-WAY WIDTH Varies), SAME BEING THE NORTHEAST CORNER OF A 63.777 ACRE TRACT DESCRIBED IN COUNTY NO. 208188575, DEED AND OFFICIAL RECORDS OF HILLIAMSON COUNTY, TEXAS, ALSO BEING THE SOUTHWEST CORNER OF SAID 36.89 ACRE TRACT;

THENCE SOUTH 79°13'00" WEST, WITH THE NORTH LINE OF SAID 63.777 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 36.89 ACRE TRACT, A DISTANCE OF 504.55 FEET TO A 1/2" IRON PIPE FOUND IN THE EAST RIGHT-OF-WAY LINE OF CHISHOLM TRAIL (RIGHT-OF-WAY WIDTH Varies), SAME BEING THE NORTHEAST CORNER OF SAID 63.777 ACRE TRACT, ALSO BEING THE SOUTHWEST CORNER OF 3.089 ACRE TRACT, FROM WHICH A 1/2" BEAR WITH AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE OF CHISHOLM TRAIL, SAME BEING THE WEST LINE OF SAID 63.777 ACRE TRACT, BEARS SOUTH 80°24'39" EAST, A DISTANCE OF 38.37 FEET;

THENCE NORTH 80°43'11" WEST, WITH THE EAST RIGHT-OF-WAY LINE OF CHISHOLM TRAIL, SAME BEING THE WEST LINE OF SAID 36.89 ACRE TRACT, A DISTANCE OF 122.18 FEET TO A 1/2" BEAR IN THE WEST LINE OF SAID 36.89 ACRE TRACT, SAME BEING AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE OF CHISHOLM TRAIL;

THENCE NORTH 66°43'04" EAST, CROSSING SAID 36.89 ACRE TRACT, PASSING AT A DISTANCE OF 22.83 FEET, A 1/2" BEAR FOUND FOR AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE OF CHISHOLM TRAIL, SAME BEING THE SOUTHWEST CORNER OF LOT 4, BLOCK A, CHISHOLM TRAIL HOTEL CENTRE A SUBDIVISION OF RECORD IN CASE NO. 1, PAGE 124 OF THE PLAT RECORDS OF HILLIAMSON COUNTY, TEXAS, CONTINUING ACROSS SAID 36.89 ACRE TRACT, WITH THE SOUTH LINE OF SAID LOT 4, HOLDING A DISTANCE OF 124.38 FEET, 8.37 FEET RIGHT OF A 1/2" BEAR FOUND FOR THE SOUTHWEST CORNER SAID LOT 4, SAME BEING THE SOUTHWEST OF LOT 3, BLOCK A, AMENDING PLAT OF LOT 2 AND 3, CHISHOLM TRAIL HOTEL CENTRE, A SUBDIVISION OF RECORD IN CASE NO. 1, PAGE 124 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, CONTINUING ACROSS SAID 36.89 ACRE TRACT, WITH THE SOUTH LINE OF SAID LOT 3, PASSING AT A DISTANCE OF 157.48 FEET, 8.23 FEET TO THE RIGHT OF A 1/2" BEAR FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 3, BEING THE SOUTHWEST CORNER OF LOT 3, BLOCK A OF SAID CHISHOLM TRAIL HOTEL CENTRE AND CONTINUING ACROSS SAID 36.89 ACRE TRACT, WITH THE SOUTH LINE OF SAID LOT 3, FOR A TOTAL DISTANCE OF 855.65 FEET TO A 1/2" BEAR FOUND IN THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY 35, SAME BEING THE SOUTHWEST CORNER OF SAID LOT 1, ALSO BEING A POINT IN THE EAST LINE OF SAID 36.89 ACRE TRACT FROM WHICH A 1/2" BEAR WITH AN ANGLE POINT IN THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35, SAME BEING THE NORTHEAST CORNER OF SAID LOT 1, BEARS NORTH 22°45'53" WEST, A DISTANCE OF 233.81 FEET;

FLOOD INFORMATION

By graphic plotting only, this property is located in Zone "4" of the Flood Insurance Rate Map, Community Flood No. 48620C0017, which bears an effective date of December 28, 2019 and is NOT in a special flood hazard area. No field surveying was performed to determine this Zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

SURVEYOR'S NOTES

- Underground utility installations, underground improvements, foundations and/or other underground structures were not located by this Survey.
- The Surveyor did not abstract the subject property. This Survey is based on documentation provided by the Client and/or Title Company.
- This Survey was completed without the benefit of a Title Commitment. There may be easements or other matters of instrument not shown on this Survey.
- Underground utility locations are based on a combination of existing utility maps, visible inspection, and third party utility information. Exact location needs to be field verified prior to any construction or excavation.
- All measurements shown are in U.S. Survey Feet.
- All coordinates are based on the Texas Coordinate System, South Central Zone, North American DATUM of 1983.
- All coordinates shown are grid values and may be converted to Surface by multiplying by the Surface Adjustment factor of 1.000017 Units: U.S. Survey Feet.
- All Elevations shown are based on NAVD83, using GEOID 12A.
- THIS PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS AND/OR EASEMENTS RECORDED IN VOL. 626, PG. 585, DOC. NO. 2080807575, DEED AND OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.

BASIS OF BEARINGS

Basis of Bearing shown herein are derived from the Texas coordinate system (4268), South Central Zone, NAD 83.

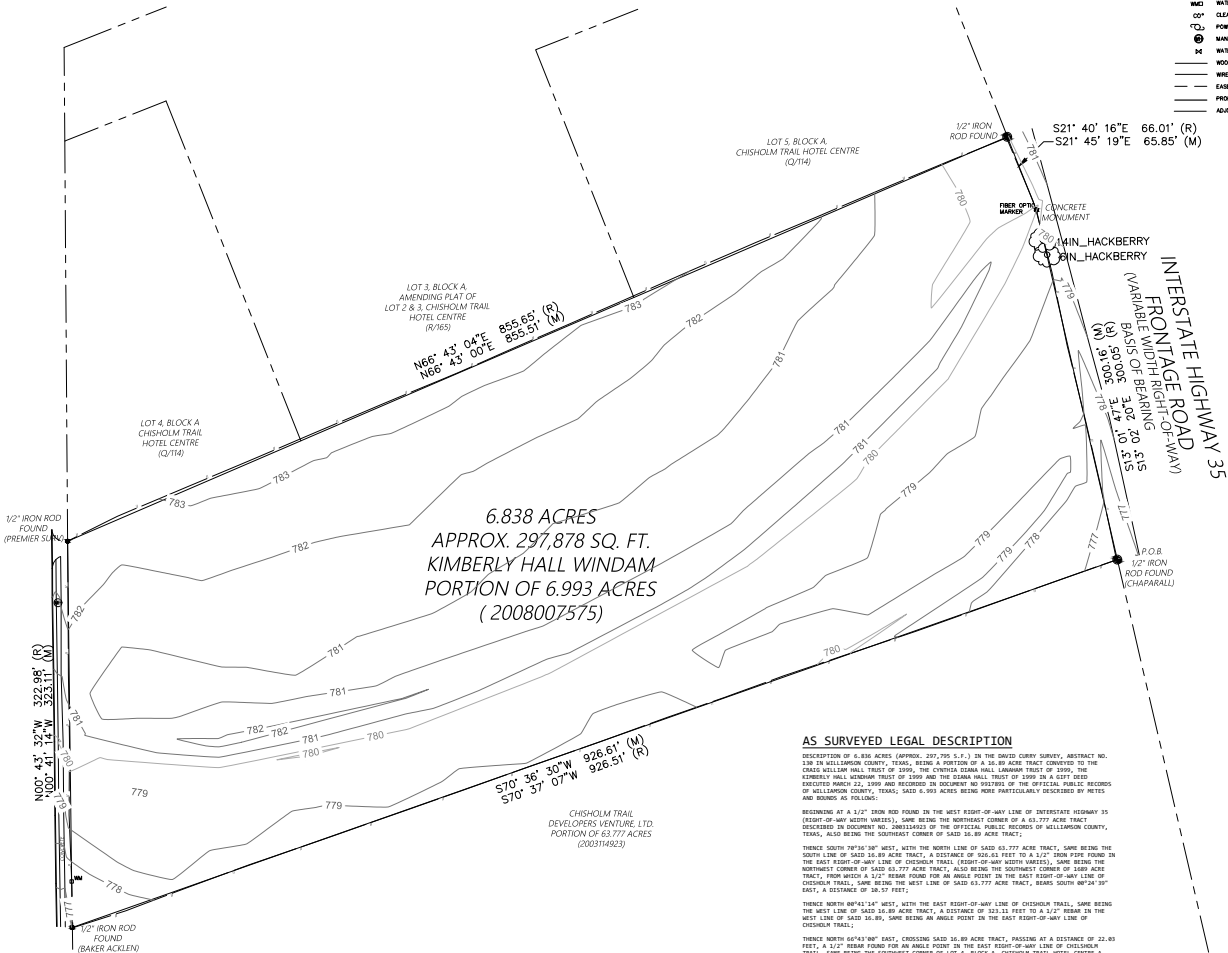
I, Enrique C. Elizondo, a Registered Professional Land Surveyor do hereby certify that this plat represents an actual survey made on the ground under my supervision and substantially complies with the minimum standards for land surveying in Texas as set forth by the Texas Board of Professional Land Surveying and that there are no encroachments or visible easements, to the best of my knowledge and belief, except as shown herein. This 5th day of January, 2021.

The fieldwork was completed on January 4, 2021.

Enrique C. Elizondo,
Registered Professional Land Surveyor
Texas Registration No. 6386



CHISHOLM TRAIL
(VARIABLE WIDTH RIGHT-OF-WAY)



AS SURVEYED LEGAL DESCRIPTION

DESCRIPTION OF 6.838 ACRES (APPROX. 297,795 S.F.) IN THE DAVID CURRY SURVEY, ABSTRACT NO. 138 IN HILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 36.89 ACRE TRACT CONVEYED TO THE CHAD WILLIAM WALL TRUST OF 1999, THE CENTER EDNA WALL LAMAR TRACT OF 1999, THE KIMBERLY HALL WINDAM TRACT OF 1999 AND THE EDNA WALL TRACT OF 1999 IN A CITY DEED DESCRIBED IN COUNTY NO. 208188575, DEED AND OFFICIAL RECORDS OF HILLIAMSON COUNTY, TEXAS, SAID 6.838 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35 (RIGHT-OF-WAY WIDTH Varies), SAME BEING THE NORTHEAST CORNER OF A 63.777 ACRE TRACT DESCRIBED IN COUNTY NO. 208188575, DEED AND OFFICIAL RECORDS OF HILLIAMSON COUNTY, TEXAS, ALSO BEING THE SOUTHWEST CORNER OF SAID 36.89 ACRE TRACT;

THENCE SOUTH 79°13'00" WEST, WITH THE NORTH LINE OF SAID 63.777 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 36.89 ACRE TRACT, A DISTANCE OF 504.55 FEET TO A 1/2" IRON PIPE FOUND IN THE EAST RIGHT-OF-WAY LINE OF CHISHOLM TRAIL (RIGHT-OF-WAY WIDTH Varies), SAME BEING THE NORTHEAST CORNER OF SAID 63.777 ACRE TRACT, ALSO BEING THE SOUTHWEST CORNER OF 3.089 ACRE TRACT, FROM WHICH A 1/2" BEAR FOUND FOR AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE OF CHISHOLM TRAIL, SAME BEING THE WEST LINE OF SAID 63.777 ACRE TRACT, BEARS SOUTH 80°24'39" EAST, A DISTANCE OF 38.37 FEET;

THENCE NORTH 80°43'11" WEST, WITH THE EAST RIGHT-OF-WAY LINE OF CHISHOLM TRAIL, SAME BEING THE WEST LINE OF SAID 36.89 ACRE TRACT, A DISTANCE OF 122.18 FEET TO A 1/2" BEAR IN THE WEST LINE OF SAID 36.89 ACRE TRACT, SAME BEING AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE OF CHISHOLM TRAIL;

THENCE NORTH 66°43'04" EAST, CROSSING SAID 36.89 ACRE TRACT, PASSING AT A DISTANCE OF 22.83 FEET, A 1/2" BEAR FOUND FOR AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE OF CHISHOLM TRAIL, SAME BEING THE SOUTHWEST CORNER OF LOT 4, BLOCK A, CHISHOLM TRAIL HOTEL CENTRE A SUBDIVISION OF RECORD IN CASE NO. 1, PAGE 124 OF THE PLAT RECORDS OF HILLIAMSON COUNTY, TEXAS, CONTINUING ACROSS SAID 36.89 ACRE TRACT, WITH THE SOUTH LINE OF SAID LOT 4, HOLDING A DISTANCE OF 124.38 FEET, 8.37 FEET RIGHT OF A 1/2" BEAR FOUND FOR THE SOUTHWEST CORNER SAID LOT 4, SAME BEING THE SOUTHWEST OF LOT 3, BLOCK A, AMENDING PLAT OF LOT 2 AND 3, CHISHOLM TRAIL HOTEL CENTRE, A SUBDIVISION OF RECORD IN CASE NO. 1, PAGE 124 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, CONTINUING ACROSS SAID 36.89 ACRE TRACT, WITH THE SOUTH LINE OF SAID LOT 3, PASSING AT A DISTANCE OF 157.48 FEET, 8.23 FEET TO THE RIGHT OF A 1/2" BEAR FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 3, BEING THE SOUTHWEST CORNER OF LOT 3, BLOCK A OF SAID CHISHOLM TRAIL HOTEL CENTRE AND CONTINUING ACROSS SAID 36.89 ACRE TRACT, WITH THE SOUTH LINE OF SAID LOT 3, FOR A TOTAL DISTANCE OF 855.65 FEET TO A 1/2" BEAR FOUND IN THE WEST RIGHT-OF-WAY LINE OF SAID INTERSTATE HIGHWAY 35, SAME BEING THE SOUTHWEST CORNER OF SAID LOT 1, ALSO BEING A POINT IN THE EAST LINE OF SAID 36.89 ACRE TRACT FROM WHICH A 1/2" BEAR WITH AN ANGLE POINT IN THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35, SAME BEING THE NORTHEAST CORNER OF SAID LOT 1, BEARS NORTH 22°45'53" WEST, A DISTANCE OF 233.81 FEET;

THENCE WITH THE EAST LINE OF SAID 36.89 ACRE TRACT, SAME BEING THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35, THE FOLLOWING TWO (2) COURSES:

- SOUTH 21°45'18" EAST, A DISTANCE OF 86.85 FEET TO A CONCRETE HIGHWAY MONUMENT FOUND;
- SOUTH 13°40'18" EAST, A DISTANCE OF 380.35 FEET TO THE POINT OF BEGINNING, CONTAINING 6.838 ACRES OF LAND MORE OR LESS.

- LEGEND
- 1/2" IRON ROD FOUND
 - 1/2" IRON ROD SET
 - CONTROL MONUMENT
 - BENCH MARK
 - RECORD BEARING
 - MAP PLAT RECORDS, WILLIAMSON COUNTY, TEXAS
 - D.A.G.C.T. RECORDS, WILLIAMSON COUNTY, TEXAS
 - WATER METER
 - CLEAN OUT
 - POWER POLE
 - MANHOLE
 - WATER VALVE
 - WOOD FENCE
 - WIRE FENCE
 - EASEMENT
 - PROPERTY BOUNDARY
 - ADJACENT PROPERTY

ORDER NUMBER	CLIENT NAME	DATE
7297	ELIZONDO ASSOCIATES	2021
DRAWN BY:	DATE:	
ELC	2/2/21	
FILED BY:	FILE LOCATION:	
ELC	ROUND ROCK, TEXAS	
FILE NAME:	FILE NUMBER:	
20210374-428	2175	
COMMENTS:		
FIRM NO. 10103864		

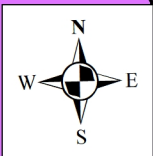
ELIZONDO ASSOCIATES
SURVEYING & MAPPING
Phone: (210) 374-428
11153 Westwood Loop, Ste 120
Round Rock, TX 78681
FIRM NO. 10103864
www.elizondosurveys.com

TOPOGRAPHIC/TREE
SURVEY

2200 3TH ST N
ROUND ROCK, TX 78681

PROJECT NUMBER
7297
Reference Number:

Sheet 1 of 1



PUD

PF3

W Old Settlers Blvd

C1-a

Chisholm Trl Rd

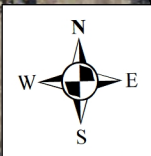
IH 35

**Subject Tract
6.84 ac.**

LI

C1

C1

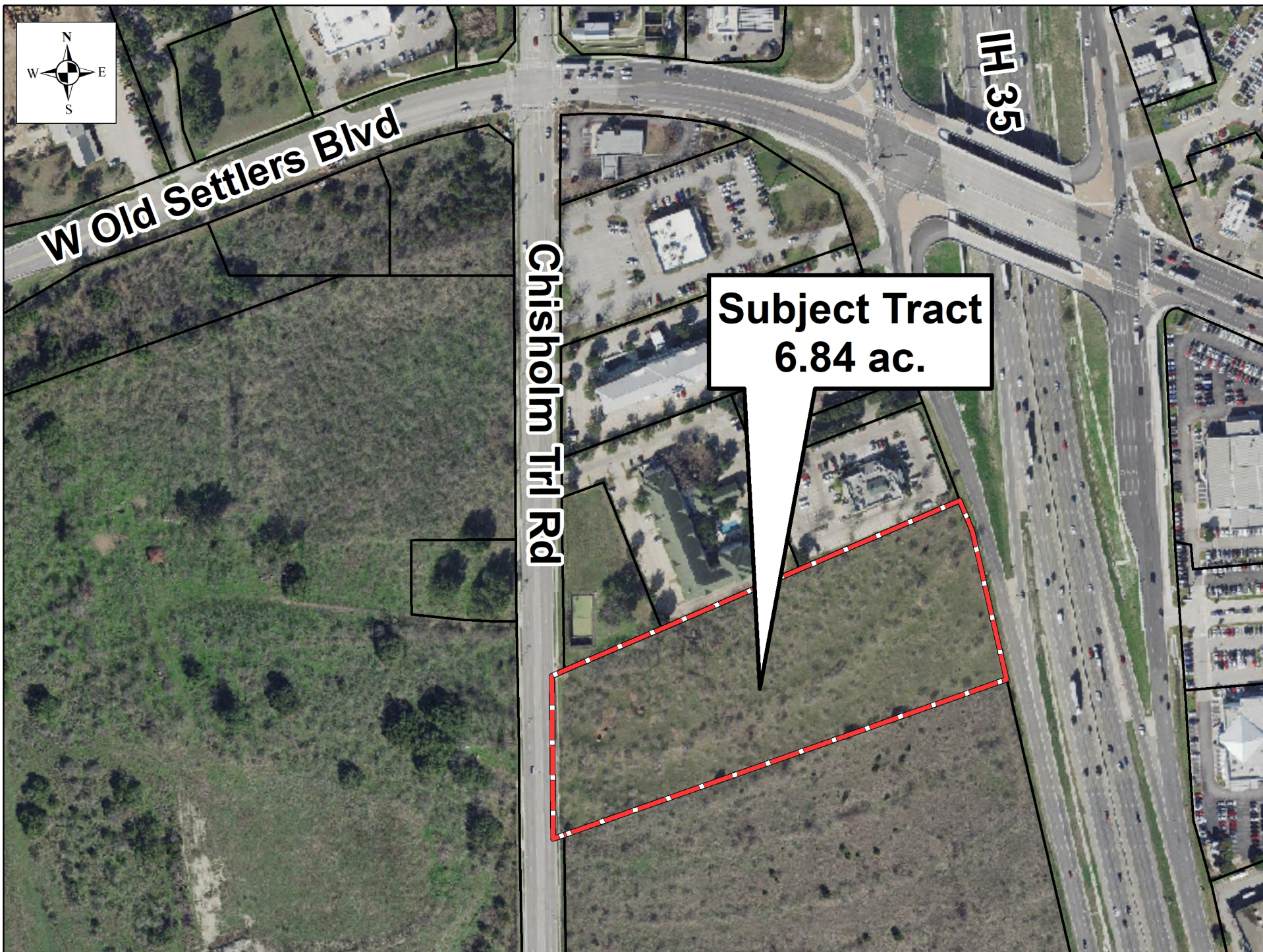


W Old Settlers Blvd

Chisholm Trl Rd

IH 35

**Subject Tract
6.84 ac.**





City of Round Rock

Agenda Item Summary

Agenda Number: J.1

Title: Consider executive session as authorized by §551.071 Government Code related to consultation with the City Attorney regarding a potential legal challenge to the City's emergency ordinance mandating face coverings.

Type: Executive Session

Governing Body: City Council

Agenda Date: 3/25/2021

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File TMP-21-225



City of Round Rock

Agenda Item Summary

Agenda Number: K.1

Title: Consider possible action regarding a potential legal challenge to the City's emergency ordinance mandating face coverings.

Type: Action Relative to Executive Session

Governing Body: City Council

Agenda Date: 3/25/2021

Dept Director:

Cost:

Indexes:

Attachments:

Department:

Text of Legislative File TMP-21-226