

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES FOR
PREPARATION OF A TRANSIT DEVELOPMENT PLAN
WITH
TINDALE-OLIVER & ASSOCIATES, INC.**

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

THIS AGREEMENT for professional consulting services related to the preparation of a Transit Development Plan (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 TINDALE-OLIVER & ASSOCIATES, INC., located at 1000 N. Ashley Drive, Suite 400 (the "Consultant").

RECITALS:

WHEREAS, City desires to contract for professional services for preparation of a Transit Development Plan; and

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

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

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

NOW, THEREFORE, WITNESSETH:

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

1.0 EFFECTIVE DATE, DURATION AND TERM

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 for twelve (12) months commencing on the effective date as described herein.

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 PROPOSAL FOR SERVICES

Consultant has issued its proposal for services for the tasks delineated therein, such proposal for services being appended to this Agreement as Exhibit "A" titled "Scope of Work," which document is attached hereto and incorporated herein by reference for all purposes.

3.0 SCOPE OF SERVICES

Consultant shall satisfactorily provide all services described herein and as set forth in Exhibit "A." 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 accordance with due care and prevailing consulting industry standards for comparable services.

4.0 LIMITATION TO SCOPE OF SERVICES

Consultant and City agree that the scope of services to be performed is enumerated in Exhibit "A" and herein, and may not be changed without the express written agreement of the parties. Notwithstanding anything herein to the contrary, the parties agree that City retains absolute discretion and authority for all funding decisions, such to be based solely on criteria accepted by City which may be influenced by but not be dependent on Consultant's work.

5.0 CONTRACT AMOUNT

In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant in accordance with the "Project Budget" in Exhibit "A" for services and the Scope of Services deliverables delineated in Exhibit "A." Total payment to the Consultant shall not exceed **One Hundred Ninety-Five Thousand Five Hundred Fourteen and 05/100 Dollars (\$195,514.05).**

6.0 INVOICE REQUIREMENTS AND TERMS OF PAYMENT

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

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

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

7.0 PROMPT PAYMENT POLICY

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

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

8.0 NON-APPROPRIATION AND FISCAL FUNDING

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

such termination by giving Consultant a written notice of termination at the end of its then-current fiscal year.

9.0 TIMETABLES

Unless otherwise indicated to Consultant in writing by City, or unless Consultant is unreasonably delayed in the orderly progress of its work by forces beyond Consultant's control, the work shall be performed in reasonable conformity to Consultant's "Project Schedule" set forth in the attached Exhibit "A."

10.0 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.

11.0 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.

12.0 NON-SOLICITATION

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

13.0 CITY'S RESPONSIBILITIES

Full information: The City shall provide full information regarding project requirements. The City shall have the responsibility of providing Consultant with such documentation and information as is reasonably required to enable Consultant to provide the services called for. The City shall require its employees and any third parties who are otherwise assisting, advising or representing the City to cooperate on a timely basis with Consultant in the provision of its services. Consultant may rely upon written information provided by the City and its employees and agents as accurate and complete. Consultant may rely upon any written directives provided by the City or its designated representative concerning provision of services as accurate and complete.

Required materials: 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.

14.0 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.

15.0 CONFIDENTIALITY; MATERIALS OWNERSHIP

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

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

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

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

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

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

Notwithstanding anything to the contrary in this Agreement, the City will own as its sole property all written materials created, developed, gathered, or originally prepared expressly for the City and delivered to the City under the terms of this Agreement (the "Deliverables"); and Consultant shall own any general skills, know-how, expertise, ideas, concepts, methods,

techniques, processes, software, or other similar information which may have been discovered, created, developed or derived by Consultant either prior to or as a result of its provision of services under this Agreement (other than Deliverables). Consultant's working papers and Consultant's Confidential Information (as described herein) shall belong exclusively to the Consultant. City shall have a non-exclusive, non-transferable license to use Consultant's Confidential Information for City's own internal use and only for the purposes for which they are delivered to the extent that they form part of the Deliverables.

16.0 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.

17.0 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.

18.0 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.

19.0 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.

20.0 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.

21.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

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

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or 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 Consultant verifies Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

22.0 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.

23.0 DESIGNATION OF REPRESENTATIVES

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

Edna Johnson
Public Transportation Coordinator
3400 Sunrise Drive
Round Rock, TX 78665
(512) 671-2869
ejohnson@roundrocktexas.gov

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

Richard L. Dreyer
Tindale-Oliver & Associates, Inc.
1000 North Ashley Drive, Suite 400
Tampa, FL 33602
(863) 221-5506
rdreyer@tindaleoliver.com

24.0 NOTICES

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

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

Notice to Consultant:

Tindale-Oliver & Associates, Inc.
1000 North Ashley Drive, Suite 400
Tampa, FL 33602

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.

25.0 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.

26.0 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.

27.0 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.

28.0 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.

29.0 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.

30.0 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.

31.0 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.

32.0 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 of discharge shall be valid

unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.

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

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

City of Round Rock, Texas

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

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Tindale-Oliver & Associates, Inc.


By:  _____
Printed Name: Joel R. Rey
Title: Principal / Vice President
Date Signed: May 18, 2021

Exhibit "A"

City of Round Rock Transit Development Plan FINAL Scope of Services

May 4, 2021

Introduction

The City of Round Rock's last vision for transit in the community was set in 2015, and, since that time, there has been fixed-route service implemented. Despite national transit ridership trending downward since 2013/2014, transit utilization in the city seems to be growing based on federally-reported statistics and there is widespread recognition that a new vision is critical to help enhance mobility in the community. Beyond simply making the service more efficient and attractive to persons not currently using it, the City aspires to ensure service addresses ongoing development and growth, meets the connectivity needs of patrons for first mile/last mile access, and implements technological advances to support ease of use.

Given these key parameters outlining the objectives of this effort, the City of Round Rock selected Tindale Oliver and its project team (hereinafter referred to as the "Consultant") to complete a Transit Development Plan (TDP) for the City. The following tasks and subtasks detail the effort that the Consultant will complete to accomplish the TDP and develop a logical plan to provide the City and its citizens with a sustainable, implementable vision for public transportation services over the next five years and beyond that will guide the future growth and financial needs of Round Rock's transit services.

Task 1: Project Initiation & Management

Because it is vitally important to provide oversight, quality control, and transparency throughout the life of any project, this first task will set the parameters for completing the TDP effort successfully, including development of a Project Management Plan and conduct of a project kick-off meeting.

Task 1.1: Project Management Plan

At project outset, the Consultant will develop a Project Management Plan (PMP) to summarize the structure and strategy for the overall effort. The PMP also will provide additional detail on and delineate specific roles and responsibilities for each task and include a detailed project schedule with key milestones.

Task 1.2: Kick-Off Meeting

Upon completion of the draft PMP, the Consultant will work with City staff to schedule and hold a kick-off meeting. This meeting is critical to help ensure that staff and the Consultant team are "on the same page" regarding the overall scope, goals, and desired deliverables for the TDP study process. During the meeting, the Consultant also will discuss the specific methods and assumptions that will be used during the development of the TDP, as well as the proposed components of the Community Engagement Plan (described further in Task 2).

Task 1.3: Project Administration

As part of executing the PMP, brief weekly teleconferences between key members of the Consultant's management team and the City's project manager will be held. Other team members or staff also may participate, as appropriate. In addition, monthly progress reports will be prepared and submitted with project invoices. This task also will include the implementation of all elements of the Consultant's internal QA/QC process throughout the TDP effort to ensure that all data analyses, needs assessments, recommendations, and written content are logical, correct, and easily understandable.

Exhibit "A"

Task 2: Community Engagement & Presentations

The community engagement process for the TDP effort will comply with the City's existing *Public Participation Plan*, providing numerous opportunities for public engagement and input of transit choices in the area. From initial planning stages through development of final TDP recommendations, outreach activities will be ongoing and used as a primary means to collect input, as well as to educate and inform the public about the plan and, ultimately, its results. The following subtasks outline the proposed outreach activities that will comprise the engagement process.

Task 2.1: Community Engagement Plan

After the kick-off meeting, the Consultant will work with City staff to develop a Community Engagement Plan (CEP) that will consider the unique needs and characteristics of the transit community, stakeholders, businesses, and organizations that rely on transit, as well as those of the public. Activities will be developed to involve and engage underrepresented communities, including elderly populations, persons with disabilities, and minority and low-income communities. Strategies to gather input from major employers, educational institutions, medical facilities, affordable housing advocates, and other communities of local significance also will be included. The draft CEP will be submitted to staff for review to ensure that it is aligned with the City's existing *Public Participation Plan*. The rest of the tasks included in this section are activities the Consultant envisions being included in the CEP. Additionally, accommodations can be made for those activities that may require alternate measures due to ongoing federal, state, and City recovery orders during COVID-19, if and as necessary.

Task 2.2: Stakeholder Interviews

To help enhance and broaden the understanding of local conditions, the Consultant will gather perceptions and ideas about public transportation and mobility needs from key selected stakeholders in the service area. For this purpose, it is proposed that up to ten (10) stakeholder interviews be conducted as part of the engagement process. Each interview will be guided using a script of structured questions developed to gather feedback about the role, efficacy, and future vision of transit in the city. Stakeholders will be able to participate via in-person, telephone, or virtual interview depending on which method fits better in terms of schedule and/or local social distancing requirements.

Task 2.3: Discussion Group Workshops

To help obtain additional TDP input by selected groups, the Consultant will conduct two invitation-based discussion group workshops. These sessions typically involve a smaller group of participants (8–12 persons) in an informal setting that permits more in-depth discussion about issues and needs. To generate participation, the Consultant will work with staff to identify and invite selected participants to each workshop. Potential candidates may include various representatives from City government; members from the business, health/medical, social service, transportation disadvantaged, disability, and education communities; affordable housing advocates; and representation from the local chamber of commerce and tourism association, among others. The workshop sessions will be held at accessible venues near existing transit services that will be selected and scheduled in coordination with staff.

Task 2.4: Public Meetings

The Consultant will prepare for and participate in up to three (3) public meetings to support the outreach process. The first meeting will occur early in the study effort to introduce the TDP and gather general input on needs. The second meeting will be conducted during the analysis phase to collect additional input to

Exhibit "A"

help support the development of draft recommendations. The primary focus of these initial public meetings will be to educate attendees and collect comments and input on gaps in the transit system and unmet needs. The last public meeting will be held during the final recommendation phase to present proposed elements of the updated plan. The Consultant will coordinate with staff to plan and schedule each meeting to target appropriate accessible venues and, to the extent possible, piggyback on other community events to ensure turnout. The meetings will be held at different times to accommodate a variety of work and personal schedules.

Task 2.5: Passenger Intercept Survey

A sampled intercept survey of Round Rock transit patrons will be conducted to obtain information related to the characteristics, preferences, and satisfaction of current riders. The intercept survey methodology and implementation will be coordinated closely with staff to ensure that study objectives are met, and data collection efforts are efficiently integrated with service operations. In addition, the survey questionnaire will be developed in conjunction with staff. Electronic tablets will be used to facilitate the collection of data during the survey interview process that will occur at the Round Rock Transit Center. Given that all four fixed routes connect at this transfer hub, the intercept methodology will be a cost-effective way of sampling riders for participation in the survey effort. It also will permit social distancing to ensure the safety of both riders and the survey staff and comply with any COVID-19 mitigation measures in place at time of the survey. The survey is expected to cover a sample of bus riders for key times of day for a representative weekday of service. Based on the FY2019 bus passenger trip total of 68,818 and a confidence level of 95% with a margin of error of 10%, the minimum target survey sample size will be 97 completed surveys. The tablet-based survey application will be developed to default to English language but can be programmed for alternative languages, as necessary.

Task 2.6: Online Survey

The Consultant will develop and post an online survey to gauge and understand the needs and concerns of the public, including those who do not currently use any of the transit services offered. The survey question script will be coordinated closely with staff to ensure that study data needs are met. The online survey will be posted on the City's and other available community websites and distributed via email/social media outlets available to staff. The link also will be sent to study stakeholders to share with their clients, members, and staff so that a large distribution network is created.

Task 2.7: Website & Social Media

To allow members of the public to participate in the TDP process without having to attend a public meeting, the Consultant will work with staff to prepare summary project information at key milestones for inclusion on the City's transit website (and others as feasible/pertinent). Similar text and project links will be developed for key social media outlets currently being used by Round Rock.

Task 2.8: Presentations

As part of the TDP preparation and adoption process, the Consultant will prepare for and conduct up to five (5) presentations during the project. It is anticipated that three (3) of the presentations will be made to the Round Rock City Council, with the first during a mid-project milestone for interim approval, the second to be determined at the discretion of the City's Project Manager for timing and content, and the third for final adoption. The other two presentations will be made to some combination of community groups, City departments, and/or other local stakeholder committees, as requested by City staff. For each presentation,

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a user-friendly, graphical Microsoft PowerPoint slideshow will be developed, based on the TDP stage at time of presentation. Each draft presentation will be submitted electronically to staff for review and comment. Staff comments will be addressed to develop each final version that will be used to make the corresponding presentation.

COVID-19 Options

In lieu of in-person meetings, interviews, and other grassroots outreach methods during the ongoing COVID-19 situation, as well as for the safety of the public and staff, our team is capable and ready to accomplish many of the community engagement tasks in alternative/virtual formats (in case of necessity and at the direction of the City). Some of these alternative methods include:

- Online meetings
- Pop-up outreach
- Social meetings/meeting-in-a box kits
- Narrated presentations/story maps
- Real-time polling
- Visualization techniques

The Consultant team also is well-versed in the use of numerous alternate public meeting tools, such as WebEX, Zoom, Microsoft Teams, and GoToWebinar, to accommodate a large number of people. These same tools could be used for the stakeholder interviews and discussion group workshops. The format of these meetings would be conducted as if each were in person, with a presentation and interactive activities led by consultant team members. Comment forms could be downloaded from and posted to the City's website and/or completed and submitted on-line. In these cases, graphical content would become more important to help stakeholders and the public understand and visualize the context of the meetings. Another option to consider is holding meetings "by appointment only." Participants would be required to sign up for a specific time to attend the meeting, allowing sufficient social distancing and a limited number of people at one gathering. This option would require that several small meetings (rather than a couple large meetings) be held.

Task 3: Transit Plans & Studies Review

Task 3.1: Transit Plans & Studies Review

Recent local plans and studies completed within and for the Austin Urbanized Area that may have a direct bearing on the considerations for transit services in the City will be collected and reviewed. Key elements and policies identified in the plans that may be impactful to transit will be highlighted and summarized. Major benefits of this process are the enhancement of the project database with additional information beneficial to subsequent analyses and the compilation of existing transit-related goals, objectives, and/or policies in Round Rock and the surrounding region. Documents are expected to include the 2015 Round Rock Transit Plan; the 2017 Coordinated Public Transit–Health and Human Services Transportation Plan completed by the Capital Area Regional Transportation Coordinating Committee and Capital Area Metropolitan Planning Organization (CAMPO); CAMPO's 2045 Regional Transportation Plan, related Regional Transit Study (2020), and Regional Transportation Demand Management Plan 2019); the Round Rock 2030 Comprehensive Plan; Capital Metro's Project Connect Plan and Studies; the City of Round Rock Transportation Master Plan, and other available and pertinent documents. Additionally, as part of this

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process, the Consultant will assess the goals and objectives from the City's 2015 Transit Plan both to summarize status on attainment progress, as well as to update and enhance them for inclusion in the TDP.

Task 4: Existing Conditions Analysis

A critical early step in any transit planning effort is to gain an understanding of two key factors: how the transit system is functioning and the context in which the system's services are operating. This is because transit service functions best in an environment when it knows its capabilities and responds appropriately to the regulatory, geographic, environmental, land use, developmental, political, and/or socio-economic factors present within its operating service area. Since all of these factors can and do impact the provision of transit services, it is critical for transit service providers to understand them. As a result, the following subtasks will begin identifying potential needs to address in the plan related to the demographic and socioeconomic contexts of the Round Rock transit service area. They also will focus on the actual functioning of the service being provided within the City so that the Consultant can understand the demand for and supply of transit services, the effectiveness of service in meeting mobility needs, and any existing gaps between needs and services—all aspects that help highlight the general health of transit service and will lead to the development of logical and appropriate strategies to meet needs for inclusion in the proposed TDP implementation plan.

Task 4.1: Existing Operating Environment Analysis

The Consultant will collect appropriate local data to document and assess the pertinent conditions under which the City's transit service operates. This review will help provide a better understanding of the current environment in which service is provided and will supply critical base data needed for subsequent tasks. The documentation process will include tables, maps, and graphics that describe and illustrate the operating environment within the transit service area. Coordination will occur with City staff and other local agencies, as necessary, to identify the best local information for both current conditions and the plan horizon year. Secondary sources will be used as available (e.g., 2010 Census, 2015-2019 American Community Survey Five-Year Estimates data, American Housing Survey, Longitudinal Employer-Household Dynamics, etc.). Examples of information to be compiled from existing sources, as available, include:

- Physical description of service area
- Population characteristics and trends
- Demographic characteristics and trends
- Employment and related densities
- Housing profiles and development patterns
- Current and future land use and densities
- Major activity centers and trip generators
- Travel demand patterns and commuting trends
- Roadway and traffic conditions
- Inventory of local mobility options
- Other conditions as available and beneficial for additional context

Task 4.2: Latent Demand Analysis

An important aspect of any transit planning process is to ensure that the resulting future vision for transit accommodates areas within the operating environment that are not served (or are underserved) but have latent ridership demand for transit services. To address the possibility of unserved/underserved demand, a

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latent demand analysis will be completed to assist with the identification of such demand; it also will serve to supplement the other data collection and analyses performed in other tasks. The demand analysis will involve several innovative and transit-specific planning and market analysis tools that assist in identifying transit-supportive populations and travel markets. These tools include the following:

- *Transit Orientation Index (TOI)* – The TOI identifies areas of a community or region with greater traditional transit market potential (older adults, youth, low-income, no vehicle). The objective of this tool is to assess the traditional transit market potential.
- *Density Threshold Assessment (DTA)* – The DTA considers various dwelling unit and employment density thresholds for increasing transit investments. The objective of this tool is to assess the overall transit market potential (traditional and discretionary transit markets).
- *Activity Center Analysis* – First, key activity centers and trip generators are identified from existing sources of data from the City, CAMPO, and/or other agencies in the area. Transit access to these activity centers then are evaluated as part of the analysis.
- *Travel Flow Analysis* – This analysis is conducted using local travel demand forecasting model data, if and as available. Travel demand model information provides a large quantity of travel data, including zone-to-zone travel patterns, trip types, and trip time information. The model information can be grouped to reflect larger zones, and matrices can be produced that provide trip information between those zones and that can be used to identify commuter travel markets that may need additional transit service.

Task 4.3: Fixed-Route Data Analysis

In this subtask, the Consultant will work with Capital Metro staff to collect historical data on service levels and ridership for the agency's Round Rock routes, as well as any established performance standards for this service with which to adjudge effectiveness and efficiency. These data will be analyzed, and the results integrated into the prior review of existing operating environment conditions, as appropriate. It is anticipated that Capital Metro's National Transit Database (NTD) reports will be used for this purpose to ensure analysis of consistent and validated data. The Consultant will review the following, as available:

- Route/system-level operating statistics
- Existing ridership
- Fare structure and farebox data
- Fleet and facility inventory information
- Route/system-level financial information
- Available mapping and historical data
- Recent and planned service changes

Task 4.4: Paratransit Data Analysis

Similar to the fixed-route assessment, the City's paratransit services also will be reviewed. In addition to the use of NTD reported statistics, the service provider will be contacted for current operating data, including on-time performance, a trip sample of origin and destination information, and information on potential issues such as trip denials, no-shows, and capacity constraints. This information also will be analyzed, and the results integrated into the prior subtask assessments, as appropriate. A key aspect of the current paratransit service to review will be the service area boundary definition currently being used in the city, which will consider potential radius issues and best practices, as well as any other operational requirements

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that may be impacting either the provision of suitable service and/or the ability of patrons to successfully use it for critical trip needs.

Task 4.5 Performance Monitoring Assessment

Depending on the nature of Capital Metro's internal performance standards identified in Task 4.3, the Consultant will review the agency's adopted performance monitoring program and recommend a similar, specific program for the City that will allow staff to monitor the performance of its purchased services on a regular basis using regularly available data. New performance indicators and measures may be added and/or existing thresholds adjusted to ensure that City has an appropriate set of standards through which to assess its specific services over time. Guidance also will be provided for appropriate timeframes for which to allow new services to mature, and the nature and timing of steps to take to address problematic routes.

Task 4.6: System Analysis & Field Review

Although this effort is not intended to be a detailed comprehensive operational analysis, to ensure the development of a logical and implementable strategic plan to guide transit's growth and evolution in the city over the next five years and beyond, it will be important to at least understand how the current transit service is functioning at the network and route levels. Hence, the Consultant will conduct a high-level system analysis to examine a range of operational and service structure considerations (e.g., efficient core service vs. geographic coverage, radial vs. grid network, etc.), with particular focus on the relationships between service area characteristics, density of demand, service coverage, service frequency, service span, density of service supplied, and operational performance and cost metrics essential to optimizing service within existing fiscal capacity.

This analysis will be accomplished primarily through a field review of the City's fixed routes by either trailing a bus while in revenue service or riding on the bus (or both, as needed), as this is the optimal method for getting to know a transit service: experiencing it and observing it directly. This type of in-field assessment will lead to an enhanced understanding of issues and concerns that may be identified from our various technical analyses and/or discussion with staff. The focus will be on assessing how well the system network functions as a whole and identifying opportunities to improve productivity, cost-effectiveness, and service utilization. The Consultant will examine ridership, transfer needs, and the relative allocation of service supplied geographically and temporally to help us address gaps between mobility needs and available services in the community. This will help us better identify opportunities to improve the efficacy of service delivery strategies within the service area and develop and prioritize potential future transit service improvements to address identified needs.

Task 4.7: Facilities & Infrastructure Review

The Consultant also will examine key elements of the City's existing transit capital and infrastructure elements. For example, the existing downtown transit center will be examined in terms of future space needs and potential service modifications, including the opportunity for supporting regional services. Similarly, other key transfer locations will be assessed from an infrastructure standpoint so that potential improvements can be noted—even consideration for potential new hubs. During the field review, a high-level observational assessment also will be made of current City bus stops so that possible enhancements can be recommended. Finally, as local travel demand flows may warrant, opportunities for additional park-and-ride locations also may be suggested to help enhance Round Rock transit services for work commutes to Austin and/or other nearby communities in the region.

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Task 4.8: Needs Assessment

All the work proposed thus far is intended to help the Consultant team identify and assess the range of apparent transit service-related needs in the city. This is an important step in the overall TDP preparation process as it provides the foundation from which the Consultant can then develop and prioritize a logical set of service improvement strategies to meet the identified needs. Hence, in this subtask, first the Consultant will evaluate the need for new, improved, modified, and/or expanded transit service as well as other related enhancements that may be necessary to bolster the transit mobility that is provided within Round Rock. As noted, the information and analytical results from previous tasks will be critical at this stage since, to develop logical recommendations for new service and/or service enhancement, the unique interaction of service area, service demand, and service supply in the city first must be understood to enable the identification of any existing geographic/temporal gaps between needs and services. The latent demand-related analyses discussed previously also will be used as part of this process to assess traditional and discretionary transit markets and help identify potential target markets for service improvements. Other considerations may include infrastructure enhancements, such as new transfer hubs, additional park-and-ride lots, bus stop enhancements, and/or new technologies.

Task 5: Future & Alternate Transit Options

The prior Existing Conditions Analysis subtasks will complete the analytical efforts necessary to identify and assess potential near- and longer-term transit service and capital/infrastructure improvement needs within Round Rock. In this next series of subtasks under Task 5, all of this prior work will culminate in the development of strategies specifically geared to conceptualize and prioritize logical alternatives to address the needs, and then begin developing the foundation for an eventual implementation plan that will lay out the phasing of recommended improvements over two timeframes.

Task 5.1: Alternative Strategies Development

Once it has a firm grasp on the range and scale of the transit service- and infrastructure-related needs, the Consultant then will identify and develop a menu of potential transit improvement strategies that will help bridge the gap between identified needs and currently-available services. The goal will be to best meet the desired vision for the City's transit services over the next five years and beyond, which may range from simple growth of the existing transit services offered to consideration of adding new and innovative service delivery concepts. Possible alternatives that may be considered could include the following:

- Route/network modifications
- Operating characteristics changes (e.g., frequency, days/span of service, etc.)
- Transfer hub network additions/modifications
- New fixed/flex/mobility-on-demand service introduction
- Technology improvements (including mobile fare payment and/or rider interface technologies for paratransit)
- Capital/facility improvements (including park-and-ride lots, bus stop enhancements, etc.)

This process will include input on how service could be provided more effectively and efficiently in the near term, including whether there are new, alternative service models that the City should consider, rather than just the consideration of traditional incremental expansion. This will include the provision of a potential scenario that may be used for informed decision-making about the future application of Mobility-

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on-Demand (MOD) service within the community as part of the overall mix of transit services being offered, including how it may best be transitioned into the mix over time.

The goal of the overall process will be to identify, prioritize, and advance transit improvement strategies that will not only best meet the desired vision over the TDP's five-year horizon, but also will be logical and sufficiently actionable so that, once phased in the implementation and financial plans, truly will be implementable. Notably, the availability of the Remix software will help facilitate the development of alternative strategies that involve changes and/or enhancements to the City's existing fixed bus routes.

Task 5.2: Tiered Recommendations

Using the transit improvement strategies developed in Task 5.1, the Consultant will work with staff to develop a two-tiered program of operational and capital recommendations for service additions, modifications, and/or improvements to better match local market demand (existing and latent) for mobility and to yield more robust operational performance and service quality within acceptable fiscal constraints. Even though the primary focus of the TDP will be the next 5 years, the specific recommendations will be phased logically over a 10-year period, accommodating Near-Term (next 1-5 years) and Long-Term (next 6-10 years) implementation stages.

Near-Term Recommendations – This initial stage is expected to include enhancements to existing transit services (e.g., frequency-of-service adjustments, day/span-of-service adjustments, modified routing, etc.), new services (e.g., flex routes, express service, etc.), necessary capital/infrastructure improvements, and other recommended items that are higher priority, easier to implement, and/or lower-cost or cost-neutral in nature to facilitate implementation in the more immediate future (1-5 years).

Long-Term Recommendations – Some recommendations will be developed that either are not as immediate in terms of priority or need, or are sufficiently extensive so as to require additional planning and time to implement. For example, if the need for a direct bus service between downtown Round Rock and the Austin-Bergstrom International Airport were identified, the addition of this new regional route may require more time for development, start-up, and/or funding identification. It also would require planning and scheduling activities as well as development of supporting infrastructure (e.g., bus stops, etc.), potential acquisition of additional vehicles, driver training, and marketing, among other activities. As a result, such longer-term improvements are expected to be accommodated over the next 6-10 years of the implementation timeframe.

Regardless of timeframe, the Consultant further understands that some of the recommended changes may necessitate consideration of potential secondary effects, such as impacts on ADA complementary paratransit service area and/or on Title VI populations. Hence, the Consultant will use pertinent GIS analyses to assess any changes in service coverage and/or distribution of infrastructure amenities resulting from the recommendations to ensure that there are no disparate Title VI impacts and/or paratransit service area adjustments.

Task 6: Existing & Future Financials

Based on the alternative strategies identified and the set of recommendations proposed for the two implementation timeframes, the Consultant team will complete a related financial analysis that will examine existing costs and revenues, as well as potential future sources of additional funding that may be considered.

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Task 6.1: Existing Transit Budget Review

The Consultant will work with staff to acquire, review, and understand the City's current budget allocation for all local public transportation services. This will include a look back at the historical trend for costs and revenues, and consideration of the City's projections for future revenue streams anticipated that may be available to support service growth. This budget information will help establish the basis for completing the financial plan for the TDP, which is discussed in more detail in Task 7.

Task 6.2: Funding Sources Assessment

Given that it is likely that the TDP implementation plan developed in Task 7 will indicate some recommendations occurring at some point over the coming years for which there are insufficient or no current fiscal resources, it will be important to identify potential sources for funds that could help make the implementation, operation, and maintenance of such recommended service/capital improvements a reality. To this end, our team first will consider existing operating and capital funding sources identified during the assessment of the current City transit budget and finances, as well as past sources (if any) that were used previously or considered for use. This will help provide analytical context for which sources have had success to date, especially at the local level. It also will help determine whether any current or previous sources have been used to their fullest extent.

In addition, other potential funding sources that are relevant to transit will be identified. National- and state-level documentation on potential funding sources for transit, such as any Texas Department of Transportation resources and the Transit Cooperative Research Program's (TCRP) *Local and Regional Funding Mechanisms for Public Transportation*, will be reviewed for this purpose. This due diligence will ensure that a broad range of federal, state, and local funding sources have been identified for possible consideration, including Small Transit Intensive Cities (STIC) apportionments, the Congestion Mitigation and Air Quality Improvement (CMAQ) Program, and Surface Transportation Program (STP).

Based on the range of potential funding sources that are identified, the Consultant will highlight potential advantages and disadvantages of each source for the purpose of Round Rock's needs. The focus of this assessment primarily will be on the key issues that are inherent for each source, especially those available to support operations. From this assessment, it is anticipated that a subset list of the most applicable transit funding alternatives to consider for the future transit service needs will result. This subset of more realistic funding sources then will be reviewed and evaluated for benefits, ease of implementation, documented success, and potential barriers to use, thereby providing staff with guidance on the most appropriate funding targets for the TDP's recommended future improvements, regardless of whether they are local, state, or federal in nature.

Task 7: Transit Improvement & Implementation Plan

Finally, all of the work from the prior tasks will culminate with the preparation of the core element of the TDP: the implementation plan. This plan will compile all the recommended service and capital improvements for the City's transit services in a phased fashion. Based on this implementation plan, a corresponding financial plan also will be prepared. It will complement the implementation plan by laying out the financial pro forma for the recommendations included therein over the course of the TDP's planning horizon.

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Task 7.1: Implementation Plan

The two sets of tiered recommendations from Task 5.2 will be combined to form a comprehensive and operationally-feasible program for staged transit service improvement and growth in the city. This strategic program also will include related transit capital improvements, including technology upgrades. The result will be a logical, phased implementation plan identifying the best set of options for serving mobility demand and needs in the city through the next decade, but with focus on the next five years. The plan also will provide appropriate guidance and agency roles for carrying it out.

Task 7.2: Financial Plan

To support the TDP's implementation plan, the Consultant will develop a financial plan that first will identify the annual projected operating and capital costs of maintaining the existing Round Rock service based on current budget experience and anticipated ongoing revenue streams. It will add the estimated operating and capital costs of implementing the tiered recommended service and capital improvements over the life of the plan, based on appropriate unit costs. For the plan, all costs and revenues will be presented in current-year dollars and inflated for year of expenditure, with full assumptions outlined and documented.

The financial plan development process will help determine the City's fiscal capacity to support the TDP's vision and objectively document anticipated "initial" revenue from which to scenario-plan its ability to fund existing transportation services and proposed new services. As appropriate, based on the work completed in Task 6.2, guidance also will be provided on the most logically-attainable new funding sources to pursue to help implement specific recommendations in the plan for which there are no current fiscal resources.

Task 8: Deliverables

As tasks are completed throughout the strategic TDP planning effort, the Consultant team will begin compiling the resulting data collection, analyses, community engagement, identified needs, and proposed recommendations into draft technical memoranda that will be shared and discussed with City staff to ensure that appropriate progress is made during the planning process. These technical memoranda will comprise the key chapters of the final TDP documentation.

Task 8.1: Draft & Final Transit Development Plan

The key task-related technical memoranda developed throughout the analysis and planning effort will be compiled into a complete, draft TDP. This document will include the implementation and financial plans, as well. A PDF file of the draft will be submitted to City staff for review and comment. Once the draft TDP has been reviewed and accepted, any comments provided will be addressed and the document will be finalized. A total of ten (10) bound copies of the final TDP will be produced and submitted to staff for use and dissemination. In addition, one (1) USB drive containing all pertinent documents in Microsoft Word/Excel, ArcGIS 10.4, and Adobe Acrobat (PDF) formats will be prepared, including the draft and final reports, graphics, data, and maps and associated GIS shapefiles.

Task 8.2: Draft & Final Executive Summary

Based upon the final report, a concise Executive Summary document will be developed for more widespread dissemination purposes. A PDF file of the draft Executive Summary containing key highlights from the full report will be provided to staff for review, and comments will be addressed and included in the final Executive Summary. A total of ten (10) bound copies will be produced and submitted to staff for

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use and dissemination. Electronic copies of both the draft and final Executive Summary documents will be included on the submitted USB drive.

Task 8.3: Final Presentation

As noted previously in Task 2.8, among the five (5) planned presentations throughout the course of the effort, one (1) will be made at project close to the Round Rock City Council to adopt the Final TDP. Additionally, all Microsoft PowerPoint slideshows developed throughout the project, including the one used for the final adoption meeting, also will be provided with all final electronic project materials on the USB drive.

Project Schedule

All elements of this effort, including presentations, are expected to be completed within 12 months from Notice to Proceed (NTP) from the City, as indicated in the timeline illustrated on the following page. This schedule assumes that the bulk of the community engagement and analyses will be completed within the first 10 months, with the remaining time for draft/final documentation delivery and review, and final adoption presentation(s). The project schedule assumes NTP by early May 2021, which may need to be amended depending on actual project start.

City of Round Rock Transit Development Plan Project Schedule

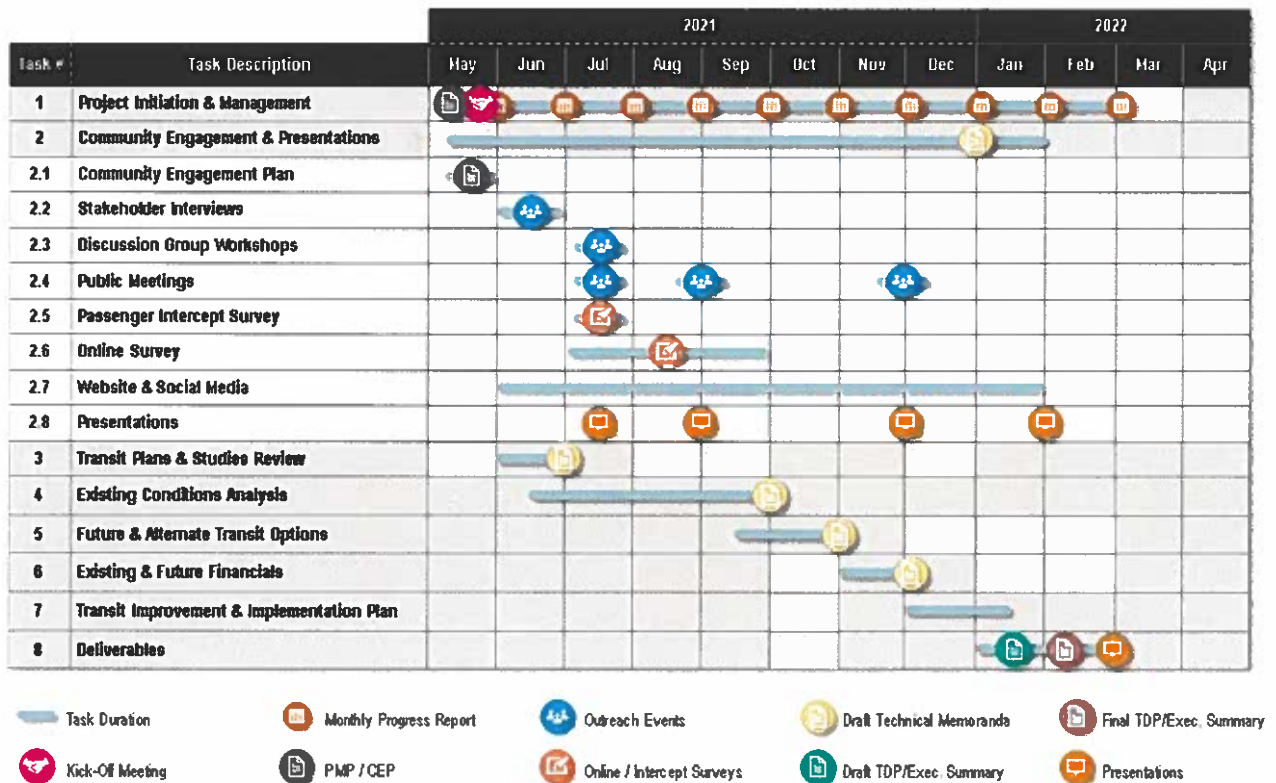


Exhibit "A"

Project Budget

A project budget has been developed based on the task- and sub-task-level activities included in this Scope of Services. The budget is presented on the next page. It reflects a total of 1,278 hours of professional and support staff effort at a total cost of \$195,514.05.

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City of Round Rock Transit Development Plan Project Budget

Task Description	Tindale Oliver										Hoff & Associates			CD&P			Task Totals	
	Principal in Charge	Project Manager	Senior Transit Specialist	Project Planner	Planner/ GIS	Admin/ Clerical	Senior Planner	Senior GIS Operator	Transit Planner	PI Manager	PI Specialist	PI Coordinator					Hours	Fee
Task 1: Project Initiation & Management																		
1.1 Project Management Plan	7	24	12	26	4	12	14	0	0	14	0	0					113	\$18,866.12
1.2 Kick-Off Meeting (1 trip-2 staff)	1	2		8	2	1											14	\$1,962.24
1.3 Project Administration	2	12	12	2	2	1	4			4							39	\$7,692.54
	4	10		16			10			10							60	\$9,211.34
Task 2: Community Engagement & Presentations																		
2.1 Community Engagement Plan	6	79	35	24	32	23	16	12	32	64	88	122					533	\$73,221.58
2.2 Stakeholder Interviews (up to 10)	3	1		4	2	1				4	8	4					22	\$2,930.53
2.3 Discussion Group Workshops (2) (during 1st public mtg trip)	1	8		4	6	1				4	10	12					54	\$6,569.92
2.4 Public Meetings (3 trips-4 staff)		48		4	4	4	6			12	20	20					158	\$22,354.64
2.5 Passenger Intercept Survey (during 1st public mtg trip)	1	2	2	4	6	1	10	12	20	2	6	20					86	\$11,047.98
2.6 Online Survey		1	1		2	2				8	8	10					32	\$3,812.92
2.7 Website & Social Media	1	1		4	10					12	16	16					60	\$6,763.93
2.8 Presentations (5) (3 trips-1 staff)	1	16	32	4	8	4				2	4	4					75	\$13,928.00
Task 3: Transit Plans & Studies Review																		
3.1 Transit Plans & Studies Review	0	1	0	2	4	1	4	4	12	0	0	0					28	\$3,808.11
		1		2	4	1	4	4	12								28	\$3,808.11
Task 4: Existing Conditions Analysis																		
4.1 Existing Operating Environment Analysis	9	17	60	84	92	8	24	8	56	0	0	0					358	\$52,663.21
4.2 Latent Demand Analysis	2	2	4	10	16	1	4		8								46	\$6,152.20
4.3 Fixed-Route Data Analysis	1	2	8	12	16	1											40	\$5,614.24
4.4 Paratransit Data Analysis	3	2	4	8	12	1	4	2	8								42	\$5,850.92
4.5 Performance Monitoring Assessment	3	1	4	6	8	1	4	2	8								35	\$5,044.87
4.6 System Analysis & Field Review (1 trip-2 staff)	1	2	4	6	8	1	2		4								28	\$4,069.64
4.7 Facilities & Infrastructure Review (during field review trip)	2	4	24	24	12	1	4	2	16								89	\$14,532.58
4.8 Needs Assessment	1	2	8	8	12	1	4	2	8								46	\$6,816.80
	1	2	4	10	8	1	2		4								32	\$4,581.96
Task 5: Future & Alternate Transit Options																		
5.1 Alternative Strategies Development	3	5	6	14	20	2	4	0	6	0	0	0					60	\$8,455.83
5.2 Tiered Recommendations	2	4	4	10	16	1	2		4								43	\$5,955.18
	3	1	2	4	4	1	2		2								17	\$2,500.65
Task 6: Existing & Future Financials																		
6.1 Existing Transit Budget Review	2	3	4	8	14	2	4	0	8	0	0	0					45	\$6,283.75
6.2 Funding Sources Assessment	1	1	2	4	6	1	2		4								21	\$2,953.21
	1	2	2	4	8	1	2		4								24	\$3,330.54
Task 7: Transit Improvement & Implementation Plan																		
7.1 Implementation Plan	2	8	10	16	22	2	4	0	8	0	0	0					72	\$10,471.40
7.2 Financial Plan	1	4	6	8	12	1	2		4								34	\$4,908.00
	1	4	4	8	10	1	2		4								34	\$4,908.00
Task 8: Deliverables																		
8.1 Draft & Final Transit Development Plan (including production of copies)	2	3	6	10	14	2	4	0	8	0	0	0					69	\$8,664.05
8.2 Draft & Final Executive Summary (including production of copies)	1	2	4	6	8	10	2		4								37	\$4,808.18
8.3 Final Presentation (included under Task 2.8)	1	1	2	4	6	12	2		4								32	\$3,855.87
																	0	\$0.00
Total Direct Labor (all tasks, all consultants)	31	140	133	184	202	72	74	24	130	78	88	122					1,278	\$182,434.05
Total Direct Expenses (travel, printing, etc.)	(NOTE: Includes 8 total team trips covering 54 person-days of travel throughout the effort)																	\$13,080.00
Sub-Consultants																		
Hoff & Associates - Existing conditions analysis & recommendations																	228	\$34,915.00
CD&P - Community engagement & survey support																	288	\$34,905.00
Total Fee																		\$195,514.05
DBE Budget (CD&P)																		\$34,905.00
Percent DBE																		17.9%

Travel Cost Item	Number	Unit Cost	Total Cost
Flights (economy class average cost accounting for time of year fluctuations)	9 flights	\$500	\$4,500
Hotel (per night average cost accounting for time of year fluctuations)	15 hotel nights	\$125	\$1,875
Rental Car (per day average cost)	17 rental days	\$65	\$1,105
Per Diem (based on standard federal guidelines)	54 per son days	\$50	\$2,700
Local Mileage for TX-based Sub-consultants (40-mile avg round trip + vicinity)	20 round trips	\$27.50	\$550
Other Incidental Travel Costs (parking, tolls, fuel, etc.)	17 person trips	\$50	\$850
Monthly Project Costs (printing, communications, overnight mailing, etc.)	3 firms 10 months	\$50	\$1,500
			\$13,080