

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JULY 12TH, 2011
9:30 A.M.

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Unified System.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, Wire Transfers and Electronic Payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.

(Items 5 – 25)

5. Discuss and consider approving a line item transfer for CCL #1

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0425-004999	Miscellaneous	216.40	

To	0100-0425-004125	transcripts	216.40	
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6. Discuss and consider approving a line item transfer for Human Resources.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0402.003901	Publications/Books/Periodicals	1000	
To	0100.0402.003803	Pre-Rabies Exposure	1000	

7. Discuss and consider approving a line item transfer for Commissioner Pct One Office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
FROM	0100.0211.004231	TRAVEL	500	
TO	0100.0211.004232	TRAINING, CONF., SEMINARS	500	

8. To discuss and consider approving a line item transfer for 435 District Courts.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From:	0100.0435.004010	Visiting Judges	800.00	1
To:	0100.0435.004933	Food for Jurors	800.00	2

9. Please consider and approve a Line Item Transfer for the County Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0475-004350	Printed Materials and Binding	\$275.00	
To	0100-0475-004209	Cellular Phones	\$275.00	

10. To discuss and consider approving a line item transfer for JP2.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0452.001100	Salaries	5,170.00	
To	0100-0452-001101	Part Time Salaries 20-30 Hours	5,170.00	

11. Discuss and consider approving a line item transfer for JP3

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0453-003901	PUBLICATIONS/BOOKS/PERIODICALS	500	
From	0100-0453-004130	COURT APPOINTED ATTORNEYS	500	
From	0100-0453-004350	PRINTED MATERIALS & BINDING	700	
From	0100-0453-004410	BOND PREMIUMS	180	
From	0100-0453-004621	COPIER RENTAL & SUPPLIES	500	
From	0100-0453-004999	MISCELLANEOUS	100	
To	0100-0453-004232	TRAINING, CONF., SEMINARS	2480	

12. Discuss and consider approving a line item transfer for Facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0509-004962	Janitorial Contract Service	15000.00	
To	0100-0509-003301	Gasoline	15000.00	

13. To discuss and consider approving line item transfers for Adult Probation-CSCD

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0572-003005	Furniture	200.00	
From	0100-0572-003006	Equipment	40.00	
From	0100-0572-004999	Miscellaneous	500.00	
To	0100-0572-003301	Gasoline	740.00	

14. Discuss and consider approving a line item transfer for County Clerk Judicial for additional civil case folders.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0404.004412	Errors & Omissions Ins.	492.63	
To	0100.0404.004350	Printed Materials & Binding	492.63	

15. Discuss and consider approving a line item transfer for Veteran Services

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004998	Non Dept/Contingencies	\$2,753.16	
To	0100-0405-004999	Vet Svcs/Misc	\$1,709.16	
To	0100-0405-003006	Vet Svcs/Office Equip	\$1,044.00	

16. To discuss and take appropriate action on the approval of a Line Item Transfer for Road & Bridge

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0200-0210-003540	Contract Seal Coating	\$ 35,850.00	1
To	0200-0210-003102	Safety Supplies	\$ 30,000.00	2
To	0200-0210-004999	Misc.	\$ 5,000.00	3
To	0200-0210-004350	Printed Materials & Binding	850.00	4

17. Discuss and consider line item transfers for Justice of the Peace Pct. One office for Training

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0451.004100	Professional Services	1200.00	
From	0100.0451.003011	Computer Software	1200.00	
To	0100.0451.004232	Training , conf., Seminars	2400.00	

18. Discuss and consider a line item transfer for Commissioner's Office Precinct 4.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
0100-0214	003006	Office Equipment	\$500.00	
0100-0214	004999	Misc.	\$500.00	

19. Consider approving Justice of the Peace #4, June, 2011, monthly report in compliance with code of criminal procedure 103.005(b).

20. Resolution approving and authorizing execution of an interlocal agreement for participation in a public funds investment cooperative, designating the board of directors of the cooperative as an agency and instrumentality to supervise the cooperative, approving investment policies of the cooperative, appoint authorized representatives and designating investment officers.
21. Discuss and take appropriate action regarding Agreement 2010 2011 with City of Taylor FD.
22. Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, destruction, or trade-in.
23. Consider accepting \$3,000 donation from Kohl's Cares for youth-focused community programs or initiatives.
24. Discuss and take appropriate action on abandoning and vacating 3rd Street in the Otto C Pfluger's Addition to the Town of Coupland, Texas. Pct. 4
25. To discuss and take appropriate action on the temporary closure of CR 374 for Major Maintenance.

REGULAR AGENDA

26. Hear update on Local Initiative Project activities under the counterfeit inspection certificate program
27. Discuss and hear an update on facilities needs.
28. Discuss and take appropriate action on road bond program.
29. Discuss and consider approving Kimley-Horn & Associates Professional Service Agreement (PSA) for "On-Call" Traffic Engineering Services.
30. Discuss and consider approving Alliance Transportation Group, Inc. Professional Service Agreement (PSA) for "On-Call" Traffic Engineering Services.
31. Discuss and consider approving Gonzalez-De La Garza & Associates, LLC Professional Service Agreement (PSA) for "On-Call" Traffic Engineering Services.
32. Discuss and consider approving Halff Associates, Inc. Supplemental #6 to their RM 620 Professional Service Agreement (PSA).

- 33.** Discuss and consider approving Change Order No. 3 in the amount of \$7,431.85 for CR 104 Phase 2 (Project No. 10WC812), a Road Bond Project in Precinct Three.
- 34.** Discuss and consider approving Change Order No. 1 in the amount of \$32,550.00 for Ronald Reagan Blvd. North Phase III (Project No. 11WC902), a Road Bond Project in Precinct Three.
- 35.** Consider approving Change Order No. 7 in the amount of \$4,050.00 for US 79 Section 3 (Project No. 10WC817), a Pass Through Financing Project in Precinct Four.
- 36.** Consider authorizing County Judge to execute a Possession and Use Agreement with FWD Property Investors, L.P., LDJ Properties, LTD. and MMSG Limited Partnership regarding right-of-way needed on SH 195. (Parcel 107)
- 37.** Consider authorizing County Judge to execute a Possession and Use Agreement with FWD Property Investors, L.P., LDJ Properties, LTD. and MMSG Limited Partnership regarding easements needed on SH 195. (Parcel 107)
- 38.** Consider authorizing County Judge to execute a letter agreement with Lawrence Irvine regarding easements needed on SH 195. (Parcel 118)
- 39.** Consider authorizing the County Judge to execute an Interlocal Agreement Regarding Relocation of Water System Improvements for CR 245 Realignment Project with Chisholm Trail Special Utility District.
- 40.** Discuss and approve School Based Diversion Program Resolution for Juvenile Services Department
- 41.** Discuss and consider approving Service Agreement Contract with Leslie Lang, LPC, LSOTP
- 42.** Review recommendation of Williamson County Conservation Foundation (WCCF) and take appropriate action on Work Authorization for year 2 research activities.
- 43.** Discuss and take appropriate action on purchasing telecommunication equipment for the Parks Administrative Office in the Southwest Regional Park.

44. Discuss and take appropriate action on funding and contract approval with Pedernales Electric Cooperative (PEC) to provide electricity for the Parks Administrative Office in the Southwest Regional Park.
45. Discuss and take appropriate action on paperwork for the Hutto Centennial Parade.
46. Consider approving a 60-day extension, accepting a new completion date of October 28, 2011 for Ferrellgas to complete Construction and Installation of Six HD-5 Propane Stations for Williamson County Facilities, Bid # 11WC901.
47. Consider authorizing advertising and setting date of August 2, 2011 at 2:00pm in the Purchasing Department to receive annual bids for various departments for fiscal year 2012-complete list attached.
48. Discuss and take appropriate action approving an Engagement Letter Agreement from The Law Office of Randy T. Leavitt to provide legal counsel and advice to Williamson County and the members of the Williamson County Commissioners Court in relation to litigation matters and non-litigation matters.

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations 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) and 551.087 (Deliberations regarding Economic Development Negotiations)."

49. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
 1. Proposed or potential purchase of lease of property by the County:
 - a) Discuss proposed acquisition of property for right-of-way for RM 2338 Phase II.
 - b) Discuss proposed acquisition of property for right-of-way for SH 195

0.805 South of Bell County Line to IH 35.

- c) Discuss proposed acquisition of property for right-of-way for US 183 Extension from 1,000 feet South of San Gabriel to 1,000 feet North of SH 29.
- d) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 project.
- e) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase II project from FM 3405 to Reagan Blvd.
- f) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd. Phase III and Phase IV.
- g) Discuss proposed acquisition of property for proposed SH 29 project.
- h) Discuss proposed acquisition of property for right-of-way for US 79 Section 3 from East of Hutto to CR 402.
- i) Discuss proposed acquisition of property for right-of-way for US 79 Section 5A from East of Taylor to Thrall.
- j) Discuss proposed acquisition of property and easements for right-of-way on CR 245.
- k) Discuss proposed acquisition of property for right-of-way on CR 274/San Gabriel Parkway.
- l) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- m) Discuss proposed acquisition of property for right-of-way along Great Oaks extension.
- n) Discuss proposed acquisition of property for right-of-way along SW By-Pass.
- o) Discuss proposed acquisition of property for right-of-way along Pearson and Neenah.
- p) Discuss proposed Avery Station RID.
- q) Discuss proposed acquisition of drainage easements along CR 138.

- 50.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County.
 - b) Status Update-Pending Cases or Claims;
 - c) Attorney Grievance filed with the Office of Chief Disciplinary Counsel of the State Bar of Texas against Jana L. Duty-Hunsicker- Grievance File No. A0021113619;
 - d) Civil Action No. 1:10-CV-00693-LY; Robert James Henry v. City of Taylor et al.; In the United States District Court for the Western District of Texas;
 - e) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
 - f) Cause No. 10-1107-C368; Jana Duty, County Attorney of Williamson County, Texas vs. Dan A. Gattis, County Judge of Williamson County, Lisa Birkman, Cynthia Long, Valerie Covey, and Ron Morrison County Commissioners, David Flores, County Auditor, and Ashlie Koenig, Budget Officer; In the District Court, Williamson County, Texas, 368th Judicial District.
 - g) Civil Action No. 1:10-CV-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
 - h) Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division
 - i) Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division;
 - j) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division
 - k) Employment related matters.
 - l) Other confidential attorney-client matters, including contracts.
- 51.** Discuss and take appropriate action on real estate.

- 52.** Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County.
 - b) Status Update-Pending Cases or Claims;
 - c) Attorney Grievance filed with the Office of Chief Disciplinary Counsel of the State Bar of Texas against Jana L. Duty-Hunsicker- Grievance File No. A0021113619;
 - d) Civil Action No. 1:10-CV-00693-LY; Robert James Henry v. City of Taylor et al.; In the United States District Court for the Western District of Texas;
 - e) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
 - f) Cause No. 10-1107-C368; Jana Duty, County Attorney of Williamson County, Texas vs. Dan A. Gattis, County Judge of Williamson County, Lisa Birkman, Cynthia Long, Valerie Covey, and Ron Morrison County Commissioners, David Flores, County Auditor, and Ashlie Koenig, Budget Officer; In the District Court, Williamson County, Texas, 368th Judicial District.
 - g) Civil Action No. 1:10-CV-869-LY; Heather Clark, David Claxton & David M. Compton v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
 - h) Case No. A11CA403 SS; Ruben Yzquierdo v. Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division
 - i) Case No. A11CA 300LY; Michelle Sheffield v. John Doe I, Individually and in his Official Capacity, Williamson County and the Williamson County Sheriff's Department; In the United States District Court, Western District of Texas, Austin Division;
 - j) Civil Action No. 11-278; Will Aguilar v. Williamson County, Texas; Daniel Robertson, and Michael Baxter; In the United States District Court, Western District of Texas, Austin Division
 - k) Employment related matters.
 - l) Other confidential attorney-client matters, including contracts.

- 53.** Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2011 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Line Item Transfer for indigent appeal transcript to Court of Appeals Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Suzanne Brooks, County Court At Law #1
Department: County Court At Law #1
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for CCL #1

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0425-004999	Miscellaneous	216.40	
To	0100-0425-004125	transcripts	216.40	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	06/23/2011 03:46 PM	APRV
4	Budget	Ashlie Koenig	06/27/2011 11:26 AM	APRV

Form Started By: Suzanne Brooks
 Started On: 06/23/2011 02:23 PM
 Final Approval Date: 06/27/2011

Consider approving a line item transfer for Human Resources Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Sally Goetz, Human Resources
Submitted For: Sally Goetz
Department: Human Resources
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Human Resources.

Background

This transfer will allow for pre-rabies exposure immunizations for the Wilco Health District.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0402.003901	Publications/Books/Periodicals	1000	
To	0100.0402.003803	Pre-Rabies Exposure	1000	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	06/29/2011 10:54 AM	APRV
4	Budget	Ashlie Koenig	06/29/2011 11:33 AM	APRV

Form Started By: Sally Goetz
 Started On: 06/24/2011 05:20 PM
 Final Approval Date: 06/29/2011

Line Item Transfer**Commissioners Court - Regular Session**

Date: 07/12/2011
Submitted By: Tammy Smith, Commissioner Pct. #1
Submitted For: Tammy Smith
Department: Commissioner Pct. #1
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for Commissioner Pct One Office.

Background

Due to increase cost of mandatory education hours.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
FROM	0100.0211.004231	TRAVEL	500	
TO	0100.0211.004232	TRAINING, CONF., SEMINARS	500	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	07/05/2011 09:54 AM	APRV
4	Budget	Ashlie Koenig	07/05/2011 10:06 AM	APRV
Form Started By: Tammy Smith			Started On: 06/27/2011 01:44 PM	
Final Approval Date: 07/05/2011				

Line Item Transfer**Commissioners Court - Regular Session**

Date: 07/12/2011
Submitted By: Donna Connell, 368th District Court
Department: 368th District Court
Agenda Category: Consent

Information**Agenda Item**

To discuss and consider approving a line item transfer for 435 District Courts.

Background**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From:	0100.0435.004010	Visiting Judges	800.00	1
To:	0100.0435.004933	Food for Jurors	800.00	2

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	06/29/2011 10:54 AM	APRV
4	Budget	Ashlie Koenig	06/29/2011 11:33 AM	APRV

Form Started By: Donna Connell
 Started On: 06/28/2011 11:42 AM
 Final Approval Date: 06/29/2011

Line Item Transfer

Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Vicki Vickers, County Attorney
Submitted For: Vicki Vickers
Department: County Attorney
Agenda Category: Consent

Information

Agenda Item

Please consider and approve a Line Item Transfer for the County Attorney's Office.

Background

Additional funds are needed in the 4209 line item to pay for the prosecutor cell phone.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0475-004350	Printed Materials and Binding	\$275.00	
To	0100-0475-004209	Cellular Phones	\$275.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	06/29/2011 10:54 AM	APRV
4	Budget	Ashlie Koenig	06/29/2011 11:33 AM	APRV

Form Started By: Vicki Vickers
 Started On: 06/28/2011 02:34 PM
 Final Approval Date: 06/29/2011

To discuss and consider approving a line item transfer for JP2 Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Delma Doggett, J.P. Pct. #2
Submitted For: Delma Doggett
Department: J.P. Pct. #2
Agenda Category: Consent

Information

Agenda Item

To discuss and consider approving a line item transfer for JP2.

Background

A Court Clerk II position has been vacant in our office since April 4 with the duties being performed by our part time/temporary employee. We would like to move the funds for that position for the past five pay periods (April 4 - June 23, 2011) into the Part Time Salaries 20-30 Hours line item. This would enable this experienced employee to be moved to the 20-30 hour position with regularly scheduled work hours at the pay rate she is receiving and would not limit her number of days to work. It would give us the needed experienced help while we are training a new employee for the open Court Clerk II position and be a support person while we are experiencing the additional work of converting to the Odyssey software from now until go live on September 6 and in the days after.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0452.001100	Salaries	5,170.00	
To	0100-0452-001101	Part Time Salaries 20-30 Hours	5,170.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	06/30/2011 09:10 AM	APRV
4	Budget	Ashlie Koenig	06/30/2011 09:55 AM	APRV
Form Started By: Delma Doggett		Started On: 06/29/2011 07:30 PM		
Final Approval Date: 06/30/2011				

Line Item Transfer**Commissioners Court - Regular Session**

Date: 07/12/2011
Submitted By: Melissa Goins, J.P. Pct. #3
Department: J.P. Pct. #3
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for JP3

Background

Requesting additional funds to compensate the costs for registration and travel expenses for Judge Benton and staff to attend the 2011 Legislative Update Seminar.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0453-003901	PUBLICATIONS/BOOKS/PERIODICALS	500	
From	0100-0453-004130	COURT APPOINTED ATTORNEYS	500	
From	0100-0453-004350	PRINTED MATERIALS & BINDING	700	
From	0100-0453-004410	BOND PREMIUMS	180	
From	0100-0453-004621	COPIER RENTAL & SUPPLIES	500	
From	0100-0453-004999	MISCELLANEOUS	100	
To	0100-0453-004232	TRAINING, CONF., SEMINARS	2480	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	07/06/2011 11:16 AM	APRV
4	Budget	Ashlie Koenig	07/06/2011 11:18 AM	APRV

Form Started By: Melissa Goins
 Started On: 07/05/2011 04:42 PM
 Final Approval Date: 07/06/2011

Line Item Transfer

Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Shirley Taylor, Facilities Maintenance
Department: Facilities Maintenance
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Facilities.

Background

Gasoline funds are depleted and in need of funds for remainder of fiscal year.
 Funds from Janitorial Contract line are available due to the new contract award being lower than the previous contract.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0509-004962	Janitorial Contract Service	15000.00	
To	0100-0509-003301	Gasoline	15000.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	07/06/2011 11:15 AM	APRV
4	Budget	Ashlie Koenig	07/06/2011 11:18 AM	APRV

Form Started By: Shirley Taylor
 Started On: 07/06/2011 10:09 AM
 Final Approval Date: 07/06/2011

Consider approving line item transfers for Adult Probation-CSCD Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Melissa Ramos, Adult Probation
Submitted For: Marty Griffith
Department: Adult Probation
Agenda Category: Consent

Information

Agenda Item

To discuss and consider approving line item transfers for Adult Probation-CSCD

Background

Vehicle gasoline line item has fallen short for CSR program. This transfer will insure funds for Dennis Allman, CSR Director, to gas up for the last 3 months of current FY.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0572-003005	Furniture	200.00	
From	0100-0572-003006	Equipment	40.00	
From	0100-0572-004999	Miscellaneous	500.00	
To	0100-0572-003301	Gasoline	740.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	07/06/2011 11:15 AM	APRV
4	Budget	Ashlie Koenig	07/06/2011 11:19 AM	APRV

Form Started By: Melissa Ramos
 Started On: 07/06/2011 10:45 AM
 Final Approval Date: 07/06/2011

Line Item Transfer**Commissioners Court - Regular Session**

Date: 07/12/2011
Submitted By: Nancy Rister, County Clerk
Submitted For: Nancy Rister
Department: County Clerk
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for County Clerk Judicial for additional civil case folders.

Background

Civil cases are running higher in volume than expected (like credit card cases). We need some blank folders to get us through to the end of the calendar year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0404.004412	Errors & Omissions Ins.	492.63	
To	0100.0404.004350	Printed Materials & Binding	492.63	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	07/07/2011 09:18 AM	APRV
4	Budget	Ashlie Koenig	07/07/2011 11:07 AM	APRV

Form Started By: Nancy Rister
 Started On: 07/06/2011 12:41 PM
 Final Approval Date: 07/07/2011

Line Item Transfer**Commissioners Court - Regular Session**

Date: 07/12/2011
Submitted By: Ashlie Koenig, County Judge
Department: County Judge
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider approving a line item transfer for Veteran Services

Background

Veteran Services is moving from Taylor to Georgetown and does not have funding to pay for the move and/or the new phones to be on the County phone system.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004998	Non Dept/Contingencies	\$2,753.16	
To	0100-0405-004999	Vet Svcs/Misc	\$1,709.16	
To	0100-0405-003006	Vet Svcs/Office Equip	\$1,044.00	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig
 Started On: 07/06/2011 03:45 PM
 Final Approval Date: 07/07/2011

Line Item Transfer for Road & Bridge Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Lydia Linden, Unified Road System
Submitted For: Robert Daigh
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

To discuss and take appropriate action on the approval of a Line Item Transfer for Road & Bridge

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0200-0210-003540	Contract Seal Coating	\$ 35,850.00	1
To	0200-0210-003102	Safety Supplies	\$ 30,000.00	2
To	0200-0210-004999	Misc.	\$ 5,000.00	3
To	0200-0210-004350	Printed Materials & Binding	850.00	4

Attachments

Link: [Transfer for 4999](#)

Form Routing/Status

Form Started By: Lydia Linden Started On: 07/07/2011 10:50 AM
 Final Approval Date: 07/07/2011

Lydia Linden

From: Nicole Alderete
Sent: Wednesday, June 29, 2011 9:09 AM
To: Lydia Linden
Subject: NSF Budget Line 01.200.210.4999 for City of Leander (Tax Increment Reinvestment Zone "TIRZ")
Attachments: image001.png; City of Leander.pdf

Importance: High

Good Morning Lydia,

We received the attached invoice for City of Leander however your 01.200.210.4999 budget line (screen shot below for budget) is NSF at this time. Please process a LIT as soon as possible to facilitate payment of this invoice. If you have any questions about the "TIRZ", Melanie Denny would be your contact, any other questions, I would be the contact.



Gwen
Taylor
Leander

#16358



City of Leander, Texas

BATCH # 06/23/11 KEB5



V# 16501
B19

Inv# 2010/TIRZ ✓

June 16, 2011 ✓

RECEIVED

JUN 22 2011

Ms. Michelle McMin
Williamson County Auditor
710 Main Street, Suite 301
Georgetown, TX 78626

WILLIAMSON COUNTY, TEXAS

DE TAX YEAR 2010

Re: Leander Tax Increment Reinvestment Zone No. 1 - Tax Year 2010

Dear Ms. McMin:

The increment value for Tax Year 2010 over the Base Year 2006 for the Leander TIRZ No. 1 is \$32,916,810. The City of Leander calculates the County's obligation under the agreement to be \$74,920.33 for county taxes collected as of 6/7/11.

Thank you in advance for your assistance. If you have questions, please feel free to contact me. My direct dial is (512) 528-2734 or e-mail rpowers@leandertx.gov

Sincerely,

Robert Powers
Interim City Manager / Finance Director

cc: Pix Howell, Urban Design Officer

APPROVED FOR SIGNATURE

06-28-11

ASK
MCC
2011

01.0100.0409.004999	-44,340.54
01.0200.0210.004999	-4,586.91
01.0400.0600.004999	-25,992.82
\$74,920.33 OK	

Line item transfer**Commissioners Court - Regular Session**

Date: 07/12/2011
Submitted By: Bonnie Sims, J.P. Pct. #1
Submitted For: Dain Johnson
Department: J.P. Pct. #1
Agenda Category: Consent

Information**Agenda Item**

Discuss and consider line item transfers for Justice of the Peace Pct. One office for Training

Background**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0451.004100	Professional Services	1200.00	
From	0100.0451.003011	Computer Software	1200.00	
To	0100.0451.004232	Training , conf., Seminars	2400.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	06/23/2011 03:46 PM	APRV
4	Budget	Ashlie Koenig	06/27/2011 11:27 AM	APRV
7	Bonnie Sims (Originator)	Wendy Coco	07/08/2011 11:34 AM	APRV

Form Started By: Bonnie Sims Started On: 06/23/2011 02:21 PM

Final Approval Date: 07/08/2011

Line Item Transfer**Commissioners Court - Regular Session**

Date: 07/12/2011
Submitted By: Linda Wipff, Commissioner Pct. #4
Submitted For: Ron Morrison
Department: Commissioner Pct. #4
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Discuss and consider a line item transfer for Commissioner's Office Precinct 4.

Background**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
0100-0214	003006	Office Equipment	\$500.00	
0100-0214	004999	Misc.	\$500.00	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Linda Wipff Started On: 07/05/2011 09:35 AM
 Final Approval Date: 07/06/2011

Justice of the Peace #4 June, 2011, monthly report in compliance with code of criminal procedure 103.005(b)**Commissioners Court - Regular Session**

Date: 07/12/2011
Submitted By: Bonnie Hilton, J.P. Pct. #4
Department: J.P. Pct. #4
Agenda Category: Consent

Information**Agenda Item**

Consider approving Justice of the Peace #4, June, 2011, monthly report in compliance with code of criminal procedure 103.005(b).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [JUNE 11-EOM.pdf](#)

Form Routing/Status

Form Started By: Bonnie Hilton
Started On: 07/01/2011 04:12 PM
Final Approval Date: 07/05/2011

COPY

**IN COMPLIANCE WITH ARTICLE 1003
CODE OF CRIMINAL PROCEDURE**

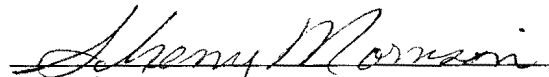
**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of June, 2011.

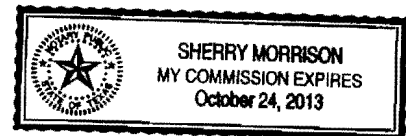


**JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR**

1st day of July, 2011 to certify which witness my hand and seal of office.



NOTARY PUBLIC in and for the State of Texas



Page No: 1
Date Printed: 6/30/2011
Time Printed: 5:27:54PM

Page No: 2
Date Printed: 6/30/2011
Time Printed: 5:27:54PM

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORTE	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
12240	06/03/2011	EV110363	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BARRETT DAFFIN ET AL															
12241	06/03/2011	EV110267	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
TAYLOR SQUARE APARTMENTS															
12242	06/03/2011	JC110120	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
MATT MCCLINTON, ATTORNEY															
12243	06/03/2011	JC110121	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
MHBG															
12244	06/03/2011	JC110122	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM															
12245	06/03/2011	JC110123	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM															
12246	06/03/2011	JC110124	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
MICHAEL J. SCOTT															
12247	06/03/2011	JC110125	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
MICHAEL J. SCOTT															
12248	06/06/2011	EV110364	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
AVERY APARTMENTS															
12249	06/06/2011	EV110365	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
ROCK & CO.															
12250	06/06/2011	EV110366	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BARRETT DAFFIN ET AL															
12251	06/06/2011	EV110367	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BARRETT DAFFIN ET AL															
12252	06/06/2011	JC110126	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
FULTON FRIEDMAN ET AL															

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORT	CIVIL LEGAL SERV	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
12253	06/06/2011	EV110368	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
NORTH LOOP RENTALS															
12254	06/06/2011	EV110370	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BURNET PLACE APTS.															
12255	06/06/2011	EV110370	(25.00)	0.00	0.00	0.00	0.00	0.00	(6.00)	(70.00)	0.00	0.00	0.00	0.00	(\$101.00)
BURNET PLACE APTS.															
12256	06/06/2011	EV110369	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
REMAX AUSTIN ASSOC. CAROL ANDREE															
12257	06/06/2011	EV110370	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BURNET PLACE APTS.															
12258	06/07/2011	EV110371	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
WILLIAM AND LAURA ZIMMER															
12259	06/07/2011	EV110372	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
JACK O'BOYLE & ASSOC															
12260	06/07/2011	JC060029	0.00	0.00	4.85	0.00	0.00	0.00	0.00	145.15	0.00	0.00	0.00	0.00	\$150.00
ASSET ACCEPTANCE LLC															
12261	06/07/2011	JC060029	0.00	0.00	0.15	0.00	0.00	0.00	0.00	4.85	0.00	0.00	0.00	0.00	\$5.00
ASSET ACCEPTANCE															
12262	06/07/2011	JC110127	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
CONN APPLIANCES															
12263	06/09/2011	SC100035	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
ELISABETH HENNING															
12264	06/09/2011	EV110373	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BARRETT DAFFIN															
12265	06/09/2011	EV110374	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
JACK O'BOYLE & ASSOC															

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Date Printed: 6/30/2011
Time Printed: 5:27:54PM

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORTE	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
12266	06/09/2011	EV110375	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BARRETT DAFFIN															
12267	06/09/2011	EV110261	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
HUGHES WATTERS ET AL															
12268	06/09/2011	EV110376	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TREND PROPERTY MGMT															
12269	06/09/2011	EV110330	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
MICHAEL VALENZUELA															
12270	06/09/2011	IN110081	0.00	0.00	0.00	0.00	21.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	\$29.00
ELGIN PROVIDENCE F.H.															
12271	06/09/2011	IN080138	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	\$5.00
TRAVELERS PROT.ASSOC.AMERICA															
12272	06/09/2011	EV110376	(25.00)	0.00	0.00	0.00	0.00	0.00	(6.00)	(70.00)	0.00	0.00	0.00	0.00	(\$101.00)
TREND PROPERTY MGMT															
12273	06/09/2011	EV110376	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
TREND PROPERTY MGMT															
12274	06/09/2011	IN110045	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	\$5.00
LONNIE DODSON															
12275	06/10/2011	EV110281	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
BARRETT DAFFIN															
12276	06/10/2011	EV110248	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
MACKIE WOLF ET AL															
12277	06/10/2011	EV110249	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
MACKIE WOLF ET AL															
12278	06/10/2011	EV110268	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
FAIRWAY KNOLL AT TERA VISTA															

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORT	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
12279	06/10/2011	SC110030	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BMS MANAGEMENT															
12280	06/10/2011	JC110128	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM															
12281	06/10/2011	JC110129	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM															
12282	06/10/2011	JC100027	0.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$5.00
PATRICIA STEET/TONY PITTS,ATT.															
12283	06/10/2011	EV110377	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
KAI VAN DE CARR															
12284	06/10/2011	EV110378	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
SUMMERSET APARTMENTS															
12285	06/10/2011	EV110379	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
SUMMERSET APARTMENTS															
12286	06/10/2011	EV110380	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
SUMMERSET APARTMENTS															
12287	06/10/2011	EV110381	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
12288	06/10/2011	EV110382	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
TRAMOR PROPERTIES															
12289	06/10/2011	EV110383	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
12290	06/10/2011	EV110384	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
12316	06/09/2011	SC100035	0.00	0.00	(5.00)	0.00	0.00	0.00	0.00	(150.00)	0.00	0.00	0.00	0.00	(\$155.00)
ELISABETH HENNING															

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPOR TE	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
12291	06/13/2011	EV110287	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
KEVIN MONTEITH															
12292	06/13/2011	EV110284	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
MARY MILLER															
12293	06/13/2011	EV110277	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
LYDIA HENDRICKSON															
12294	06/13/2011	EV110282	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
MCCARTHY HOLTHUS ET AL															
12295	06/13/2011	EV110346	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
RUSS RAMANAKAYE															
12296	06/13/2011	IN110048	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	\$5.00
PENNIE T. ECHOLS															
12297	06/13/2011	SC110026	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$5.00
JOHN W. BALLARD															
12298	06/13/2011	EV110385	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
MANSIONS AT STAR RANCHWRPS															
12299	06/13/2011	EV110328	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
MANSIONS AT STAR RANCHWRPS															
12300	06/13/2011	EV110327	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
MANSIONS AT STAR RANCHWRPS															
12301	06/13/2011	EV110386	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
12302	06/13/2011	EV110387	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
12303	06/13/2011	EV110388	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
TRAMOR PROPERTIES															

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Date Printed: 6/30/2011
Time Printed: 5:27:54PM

TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORTE	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
12304	06/13/2011	EV110389	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TRAMOR PROPERTIES															
12305	06/13/2011	EV110390	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
TRAMOR PROPERTIES															
12306	06/13/2011	EV110327	0.00	0.00	(5.00)	0.00	0.00	0.00	0.00	(150.00)	0.00	0.00	0.00	0.00	(\$155.00)
MANSIONS AT STAR RANCH\WRPS															
12307	06/13/2011	EV110328	0.00	0.00	(5.00)	0.00	0.00	0.00	0.00	(150.00)	0.00	0.00	0.00	0.00	(\$155.00)
MANSIONS AT STAR RANCH\WRPS															
12308	06/14/2011	EV110339	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
ROBERT BORGNE AND CAROL WOOTEN															
12309	06/14/2011	EV110391	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BOWMANS WALK APARTMENTS															
12310	06/14/2011	EV110252	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
NICK Q. HUYNH															
12311	06/14/2011	SC110031	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
CHEROKEE DAWN BALDWIN															
12312	06/14/2011	JC110130	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															
12313	06/14/2011	JC110131	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															
12314	06/14/2011	JC110132	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															
12315	06/14/2011	JC110133	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
DEBORAH LEE CRUSE															
12317	06/16/2011	SC110032	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
B.V. POOL VENTURES LLC															

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TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORT	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
12331	06/20/2011	EV110399	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
JACK O'BOYLE & ASSOC															
12332	06/20/2011	EV110400	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
MICHELE WEST															
12333	06/20/2011	JC110137	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
BRENT SAMUELSON															
12334	06/21/2011	EV110345	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
CHRIS HULLINGER															
12335	06/21/2011	EV110401	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
ARBORS OF TAYLOR															
12336	06/21/2011	EV110402	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
ARBORS OF TAYLOR															
12337	06/21/2011	EV110403	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
CP & MARY DAMON															
12338	06/21/2011	EV110404	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
CHARLES FULK & DAVID SMART															
12339	06/21/2011	IN110060	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	\$5.00
RONALD DAWKINS															
12340	06/23/2011	EV110143	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$5.00
COREY AND SHARON KATOULI															
12341	06/23/2011	EV110405	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
WILLIAM A HUEZO															
12342	06/23/2011	EV110406	25.00	0.00	0.00	0.00	0.00	0.00	6.00	140.00	0.00	0.00	0.00	0.00	\$171.00
THE PROPERTY MANAGEMENT COMPANY															
12343	06/23/2011	EV110341	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
MICHAEL J. SCHROEDER															

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TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORT	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
12357	06/28/2011	EV110415	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
KSB&M INVESTMENT GROUP, LLC															
12358	06/28/2011	EV110416	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
TERRY GODBOLD															
12359	06/28/2011	SC110036	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
WAYNE'S PLUMBING															
12360	06/28/2011	SC110037	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
WAYNE'S PLUMBING															
12361	06/28/2011	SC090058	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
WAYNE'S PLUMBING															
12362	06/28/2011	JC110138	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															
12363	06/28/2011	JC110139	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM															
12364	06/28/2011	JC110140	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															
12365	06/28/2011	JC110141	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															
12366	06/28/2011	JC110142	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM ET AL															
12367	06/28/2011	JC110143	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
RAUSCH STURM															
12368	06/28/2011	JC110144	25.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0.00	0.00	\$31.00
MICHAEL J. ADAMS, PC															
12369	06/30/2011	EV110352	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
DEIRDRA HARRIS															

211 W. 6th St.
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Taylor, Texas 76574

Payment Register: CIVIL
Williamson County Justice of the Peace, Pct. 4
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TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORTER	CIVIL LEGAL SERVI	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONSTA B	ALL OTHER	TOTAL
12370	06/30/2011	EV110352	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
DEIRDRA HARRIS															
12371	06/30/2011	EV110417	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
RED HILLS VILLAS															
12372	06/30/2011	EV110351	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
ROBIN ROGERS															
12373	06/30/2011	EV110290	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
JACK O'BOYLE & ASSOC.															
12374	06/30/2011	IN110076	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	\$5.00
BEVERLY PREUSSE															
12375	06/30/2011	EV110418	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
JESUS & MARIA FLORES															
12376	06/30/2011	EV110360	0.00	0.00	5.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	\$155.00
LAS BRISAS LUXURY APTS															
12377	06/30/2011	EV110419	25.00	0.00	0.00	0.00	0.00	0.00	6.00	70.00	0.00	0.00	0.00	0.00	\$101.00
JACK O'BOYLE & ASSOC.															
														0.00	\$0.00
CUMULATIVE TOTALS :			2,475.00	30.00	145.00	0.00	21.00	0.00	594.00	0,990.00	0.00	0.00	0.00	33.00	\$14,288.00

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4

Date Printed: 6/30/2011
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FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	6	30.00	30.00	30.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCERT	DEATH CERTIFICATE COPIES	1	21.00	21.00	0.00	21.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
EVICTON	EVICTON FILING FEE	71	1,675.00	1,675.00	350.00	1,100.00	25.00	0.00	200.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	105	594.00	594.00	108.00	420.00	6.00	0.00	60.00	0.00	0.00	0.00	0399-0000-208822
JUSTICE	JUSTICE CIVIL FILING FEE	26	600.00	600.00	0.00	575.00	0.00	0.00	25.00	0.00	0.00	0.00	0100-0000-341804
SERVE 4	CONSTABLE PRECINCT 4 SEF	105	6,790.00	6,790.00	1,330.00	4,410.00	140.00	0.00	910.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	8	200.00	200.00	100.00	75.00	0.00	0.00	25.00	0.00	0.00	0.00	0100-0000-341804
WRIT EXEC	WRIT OF EXECUTION	7	20.00	20.00	0.00	15.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	29	125.00	125.00	10.00	100.00	5.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	35	4,200.00	4,200.00	300.00	3,300.00	150.00	0.00	450.00	0.00	0.00	0.00	0100-0000-341904

*** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column***

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	5	25.00	25.00	10.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COI	1	8.00	8.00	0.00	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY	399	14,288.00	14,288.00	2,238.00	10,039.00	326.00	0.00	1,685.00	\$0.00	0.00	0.00	0.00	
Direct Deposit	\$0.00												
Cash	\$2,238.00												
Checks	\$10,039.00												
Money Orders	\$326.00												
Credit Cards :	\$1,685.00												
		Escrow Payments	\$0.00	Transaction Fee	\$0.00	Non-Monetary	\$0.00						
TOTAL CURRENCY	\$14,288.00	ESCROW PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL	\$0.00	TOTAL PAID	\$0.00				

211 W. 6th St.
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Taylor, Texas 76574

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4

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GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	TOTALS
0100-0000-341804		2,439.00	265.00	0.00	0.00	2,704.00
0100-0000-341904		9,630.00	1,360.00	0.00	0.00	10,990.00
0399-0000-208822		534.00	60.00	0.00	0.00	594.00
TOTALS:		12,603.00	1,685.00	0.00	0.00	14,288.00

Receipt Numbers
12227 - 12377

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TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
141662	06/02/2011	LW110067	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	92.00	90.00	\$190.00
JOHN EDWARD RYAN																			
141663	06/02/2011	TR110685	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
JUSTIN LANE DIXON																			
141664	06/02/2011	TR111643	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	151.90	95.10	\$250.00
JILL KATHERINE MENDEZ																			
141665	06/02/2011	JV110101	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	70.00	\$75.00
HEATHER L PETERSON																			
141666	06/02/2011	TR111798	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	0.00	0.00	0.00	95.10	\$108.00
ADEL BSSAESO																			
141667	06/02/2011	TR110082	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	195.00	95.10	\$298.10
VIOLET C PAREDES																			
141668	06/02/2011	TR111134	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	117.00	25.00	\$142.00
RAYMOND MUNOZ REYES																			
141669	06/02/2011	TR111082	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
JONATHAN WAYNE LOCKWOOD																			
141670	06/02/2011	TR111839	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
PATTY LYNN MARTINEZ																			
141671	06/02/2011	TR111235	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	499.90	95.10	\$598.00
MARVA ANN BLEDSOE																			
141672	06/02/2011	TR111748	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
RODNEY ALAN WOLFE																			
141673	06/02/2011	TR111607	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.90	90.10	\$299.00
TYRONE FISHER																			
141674	06/02/2011	TR104504	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	151.90	25.00	\$176.90
TRACY DYAN ROMERO-CARTER																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
141675	06/02/2011	TR110233	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.90	25.00	\$76.90
ARTURO CHAPARRO																			
141676	06/02/2011	TR110767	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
ALICIA MARIE ESPINOZA																			
141677	06/02/2011	TR111109	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	60.00	\$65.00
CESAR BADILLO ACOSTA																			
141678	06/02/2011	TR111109	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	0.00	\$35.00
CESAR BADILLO ACOSTA																			
141679	06/02/2011	TR111110	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	100.00	60.00	\$165.00
CESAR BADILLO ACOSTA																			
141680	06/02/2011	TR111390	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	95.00	\$130.00
HALEY CAROLE PARRISH																			
141681	06/02/2011	TR111714	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
THOMAS ARTHUR GUNTER																			
141682	06/02/2011	TR104513	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	195.90	25.00	\$220.90
CHARLES D PHILLIPS																			
141683	06/02/2011	TR104423	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	151.90	25.00	\$176.90
ARMANDO CEBALLOS																			
141684	06/02/2011	TR101685	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
SHAWN DALE CANALES																			
141685	06/02/2011	TW100232	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
ARTHUR JAMES SIMPSON																			
141686	06/02/2011	TW100232	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
ARTHUR JAMES SIMPSON																			
141687	06/02/2011	TW100231	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	70.00	\$421.80
ARTHUR JAMES SIMPSON																			

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141688	06/02/2011	TR111447	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	9.90	90.10	\$108.00
LORENZO JOE MUNOZ																			
141689	06/02/2011	TR111670	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
CASSANDRA FAITH HERRERA																			
141690	06/02/2011	TR102693	0.00	67.50	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	140.10	\$292.50
ROSE MARY ALVARADO																			
141691	06/02/2011	TR102694	0.00	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	110.00	\$195.00
ROSE MARY ALVARADO																			
141692	06/02/2011	TR111667	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
STEPHEN EDWARD KYLBERG																			
141693	06/02/2011	TR111090	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.90	90.10	\$99.00
CHERYL ANNETTE HAGGERTON																			
141694	06/02/2011	TR110301	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	0.00	\$76.90
AUSTIN JAMES HENSON																			
141695	06/02/2011	TR020958	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	201.00	0.00	\$201.00
REGINA KAY PARKER																			
141696	06/02/2011	JV100173	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
ZARIAH PATTERSON																			
141697	06/02/2011	TR111993	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	\$148.00
RANDY ALAN MYERSON																			
141698	06/02/2011	TR111553	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
HERMES JR PAYNE																			
141699	06/02/2011	TR111731	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
ALICE GAE ZINNI																			
141700	06/02/2011	NT100380	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	115.00	\$136.00
BEN SANCHEZ																			

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141701	06/02/2011	TR104005	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72.00	125.00	\$200.00
ANDERSON BOODHAN																			
141702	06/02/2011	TR104006	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	100.00	\$200.00
ANDERSON BOODHAN																			
141703	06/02/2011	TR110812	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	198.00	85.00	\$288.00
JORDAN ALEXANDRA LUMAN																			
141704	06/02/2011	JV110094	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	70.00	\$75.00
NICOLAS PAUL RODRIGUEZ																			
141705	06/02/2011	TR111610	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
TATRINA SASHAWN BAILEY																			
141706	06/02/2011	JV100176	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$100.00
ABBIGAYLE A TORRES																			
141707	06/02/2011	NT100353	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$100.00
JANELLE GONZALES																			
141708	06/02/2011	TR111423	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	35.00	60.00	\$100.00
JOSHUA DANIEL LAFRANCE																			
141709	06/02/2011	TR071607	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	106.00	146.00	\$260.00
GILBERT RAY NEVAREZ																			
141710	06/02/2011	TR111929	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
PEGGY PARK PINNELL																			
141711	06/02/2011	TR072455	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	116.00	\$616.00
GILBERT RAY NEVAREZ																			
141712	06/02/2011	TR104021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	145.00	\$185.00
MALORY MEGAN MALDONADO																			
141713	06/02/2011	JV100175	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$100.00
JORGE SERNA																			

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141714	06/02/2011	TR104020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	350.00	145.00	\$500.00
MALORY MEGAN MALDONADO																			
141715	06/02/2011	TR104019	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	175.00	\$215.00
MALORY MEGAN MALDONADO																			
141716	06/02/2011	TR104022	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	120.10	\$320.00
MALORY MEGAN MALDONADO																			
141717	06/03/2011	JV110118	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
ALEJANDRA CASTRO																			
141718	06/03/2011	NT110242	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
JUAN CASTRO																			
141719	06/03/2011	NT110243	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
ALBA MAGDALENA CASTRO																			
141720	06/03/2011	NT110157	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
REYNA WOOLDRIDGE																			
141721	06/03/2011	JV110078	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
CARRIGAN WOOLDRIDGE																			
141722	06/03/2011	TR110834	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	25.00	\$100.00
LATONIA MICHELLE DAWSON																			
141723	06/03/2011	TR111609	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.90	60.10	\$66.00
EDUARDO ORTA																			
141724	06/03/2011	TW100304	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
STACI DANN GASS																			
141725	06/03/2011	TR111932	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
COLBY LEE KNAPP																			
141726	06/03/2011	TR111695	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	303.90	90.10	\$402.00
SANDRA ORTIZ																			

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141727	06/03/2011	TR111660	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
DONNA LEE HERNANDEZ																			
141728	06/03/2011	TR103127	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	155.10	\$355.10
CASEY GONZALES																			
141729	06/03/2011	TR111331	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00	0.00	\$125.00
JODI DENELL FISHER																			
141730	06/03/2011	TR111331	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	82.00	0.00	\$82.00
JODI DENELL FISHER																			
141731	06/03/2011	TR103126	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	105.00	\$105.00
CASEY GONZALES																			
141732	06/03/2011	TR103126	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	350.00	50.00	\$400.00
CASEY GONZALES																			
141733	06/03/2011	TR111233	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	44.90	65.10	\$110.00
WILLIAM MATTHEWS COLE																			
141734	06/03/2011	TR111673	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	60.10	\$260.00
NABOR GUDARRAMA-GONZALEZ																			
141735	06/03/2011	NT110222	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	65.00	\$385.00
DAVID GOVELLA																			
141736	06/03/2011	NT110219	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	70.00	\$75.00
JERVONI M FRANKLIN																			
141737	06/03/2011	TR110474	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	151.90	0.00	\$151.90
EAN LEE CARTER																			
141738	06/03/2011	TR110238	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	207.00	0.00	\$207.00
CHRISTOPHER PAUL RODRIGUEZ																			
141739	06/03/2011	JV110086	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	205.00	0.00	\$205.00
MANUEL ESQUIVEL																			

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141740	06/03/2011	NT110097	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	249.00	25.00	\$274.00
JAMES PONCE CARRENO																			
141741	06/03/2011	JV110121	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
MONIQUE M RAYMOND																			
141742	06/03/2011	TW110019	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	90.00	\$440.60
LOUIS JAMES LUCIANO																			
141743	06/03/2011	TW110020	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
LOUIS JAMES LUCIANO																			
141744	06/03/2011	TW110116	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
REFUGIO MARTINEZ																			
141745	06/03/2011	TW110095	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	\$5.00
LOGAN ELWOOD HEIDLER																			
141746	06/03/2011	TR110183	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	0.00	\$76.90
MARTHA CRAIGHEAD CASON																			
141747	06/03/2011	TR104092	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	96.00	\$304.00
JOSE RAFAEL DELGADO																			
141748	06/03/2011	LW110100	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	92.00	90.00	\$190.00
CYNTHIA DENISE FLOWERS																			
141749	06/03/2011	JV110122	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
ISRAEL REYES-ROMERO																			
141750	06/03/2011	LW110099	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	199.00	60.00	\$264.00
CYNTHIA DENISE FLOWERS																			
141751	06/03/2011	TR111965	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
CHIEN-YING LEE																			
141752	06/03/2011	TR111745	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	\$130.00
DOUGLAS EDWARD MACIS																			

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141753	06/03/2011	TR111822	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
STEFAN WHITWELL																			
141754	06/03/2011	TR110538	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	25.00	\$100.00
PAMELA LYNN WEBB																			
141755	06/03/2011	NT100395	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	449.00	25.00	\$474.00
JERRY ALVIN BERTELSON																			
141756	06/03/2011	TR111675	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
LEAH K KERNAN																			
141757	06/03/2011	TR111744	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
RANDI LORREE WELLS																			
141758	06/03/2011	TR111674	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
PATRICK JOHN HAWKES																			
141759	06/03/2011	TR111211	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	0.00	0.00	0.00	95.10	\$108.00
JASON SCOTT RUTHERFORD																			
141760	06/03/2011	TR111866	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
ESTEVAN GALVAN ACOSTA																			
141761	06/03/2011	TR111735	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.90	90.10	\$100.00
JESSE JULIAN REYES																			
141764	06/06/2011	TR111640	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
ASHLEIGH NICOLE TOWERY																			
141765	06/06/2011	TR110346	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	140.00	0.00	\$140.00
JOSE MARTIN LUNA																			
141766	06/06/2011	TW110125	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
DAVID CARROL GILLENWATERS																			
141767	06/06/2011	TW110128	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
KENDRA FAY LEWIS																			

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141768	06/06/2011	TR111860	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
BRITNEY LYNN HAGAMAN																			
141769	06/06/2011	TR111816	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	\$148.00
DAVID MARK DALLESE																			
141770	06/06/2011	TW110127	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$66.00
KENDRA FAY LEWIS																			
141771	06/06/2011	TR110358	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	25.00	\$225.00
ERYKA NICOLE DOUGLAS																			
141772	06/06/2011	TW110122	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
RICHARD LEE SAVAGE																			
141773	06/06/2011	TW110131	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
ANTOINE CYMONE COLLINS																			
141774	06/06/2011	TW110124	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$66.00
DAVID CARROL GILLENWATERS																			
141775	06/06/2011	TW100190	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
MEGHAN RACHEL TROXEL																			
141776	06/06/2011	JV110049	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	25.00	\$100.00
JENNIFER GONZALEZ																			
141777	06/06/2011	JV110123	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$86.00
MARIBEL SALDIVAR																			
141778	06/06/2011	NT110254	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$86.00
ARTURO SALDIVAR																			
141779	06/06/2011	LW110077	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	\$148.00
RONAL PAJAN MORAN																			
141780	06/06/2011	TW110158	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
JEFFERSON D KIMBROUGH																			

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141781	06/06/2011	TW110121	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$66.00
RICHARD LEE SAVAGE																			
141782	06/06/2011	TW110143	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
CHERYL JO DUBOSE																			
141783	06/06/2011	TR111766	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	60.00	\$100.00
CHRISTOPHER K DAVIES																			
141784	06/06/2011	TR110466	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	115.00	\$155.00
ANDY LEE RICHTER																			
141785	06/06/2011	TW110148	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	65.00	\$415.60
MATTHEW BRADEN SANDERS																			
141786	06/06/2011	TW110149	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
MATTHEW BRADEN SANDERS																			
141787	06/06/2011	TR111912	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
LUIS HUMBERTO GONZALEZ																			
141788	06/06/2011	TR111913	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
LUIS HUMBERTO GONZALEZ																			
141789	06/06/2011	TW110130	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	65.00	\$415.90
ANTOINE CYMONE COLLINS																			
141790	06/06/2011	TW110133	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	65.00	\$415.60
VANESSA MICHELLE FERNANDEZ																			
141791	06/06/2011	TW110134	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
VANESSA MICHELLE FERNANDEZ																			
141792	06/06/2011	TW100300	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	107.00	25.00	\$232.60
MELINDA L DIVELEY																			
141793	06/06/2011	LW110008	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	299.00	85.00	\$389.00
JOHNNY SIMS ELLIS																			

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141794	06/06/2011	TR111980	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
DALE ELLIS AYERS																			
141795	06/06/2011	TR111676	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	\$150.00
ANDREA CHRISTINE FENSKE																			
141796	06/06/2011	TR111684	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	41.90	90.10	\$140.00
DANIELLE MARIE VEIGA																			
141797	06/06/2011	TW110152	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
JACQUELINE CHAVEZ																			
141798	06/06/2011	TR111683	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
DANIELLE MARIE VEIGA																			
141799	06/06/2011	TR111246	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
BRENDA ADELE WRIGHT																			
141800	06/06/2011	TR111759	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
MATTHEW HOWARD HUDSON																			
141801	06/06/2011	TR111931	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
PATRICK MARK RUSSELL																			
141802	06/06/2011	TR104462	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	115.10	\$318.00
JAMES WESLEY SMITH																			
141803	06/06/2011	NT110258	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	70.00	\$240.00
LORA IRENE PRIEM																			
141804	06/06/2011	TR111399	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
AUDREY NICOLE VASQUEZ																			
141805	06/06/2011	TR111242	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
DEMETRIUS TURNER CROCKETT																			
141806	06/06/2011	TR111169	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	\$130.00
JANN MARIE DIXON																			

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141807	06/06/2011	TR111003	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	393.90	90.10	\$492.00
KIRBY ROSS BRAY																			
141808	06/06/2011	TR111278	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	30.00	60.00	\$95.00
LAWRENCE C GAUS																			
141809	06/06/2011	TR080358	0.00	183.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	110.00	\$368.00
ANDREW PAWLOWSKI																			
141810	06/06/2011	NT110255	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$86.00
BLANCA MARAVILLA																			
141811	06/06/2011	TR110740	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	95.10	\$303.10
KIRK ELLIOTT BRANDT																			
141812	06/06/2011	NT100418	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120.00	0.00	\$120.00
MARY AGUILAR																			
141813	06/07/2011	JV110030	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	25.00	\$75.00
CHRISTOPHER M CASTILLO																			
141814	06/07/2011	TR111917	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
MARIA ANGELES ANGULO																			
141815	06/07/2011	TR102749	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
JOYCE OWENS BURNEY																			
141816	06/07/2011	TR111073	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.00	60.00	\$265.00
MARTIN AGUILAR																			
141817	06/07/2011	TR101566	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	500.00	115.00	\$623.00
RYAN NICKOLAS INMAN																			
141818	06/07/2011	NT110111	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.00	65.00	\$71.00
JUAN MIGUEL HERNANDEZ																			
141819	06/07/2011	TR111337	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	189.90	85.10	\$280.00
GILBERTO GARCIA-ORTIZ																			

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141820	06/07/2011	TR111337	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	\$5.00
GILBERTO GARCIA-ORTIZ																			
141821	06/07/2011	NT110190	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$100.00
KARI M ALDERETE																			
141822	06/07/2011	TR110967	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	151.90	90.10	\$250.00
SCOTT ANTHONY MARTIN																			
141823	06/07/2011	NT110260	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$86.00
TODD BOYUM																			
141824	06/07/2011	JV110126	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$86.00
TRICIA GABRIELLE BOYUM																			
141825	06/07/2011	TR111050	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	\$130.00
RANDEE DYAN GRISWOLD																			
141826	06/07/2011	TR111064	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
KARINA ESCOBEDO																			
141827	06/07/2011	TR111906	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
TAMIKA LASHAWN HICKS-TUBBS																			
141828	06/07/2011	TR111173	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	151.90	90.10	\$250.00
ROBIN LEANNE MCCLURE																			
141829	06/07/2011	TR110332	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	140.10	\$225.00
BRIAN LOUIS HORWITZ																			
141830	06/07/2011	TR111750	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
MICHELLE GARLAND DEAL																			
141831	06/07/2011	JV110031	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$100.00
JORGE A CHAIRES																			
141832	06/07/2011	NT110082	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$100.00
JORGE CHAIRES																			

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141833	06/07/2011	TW110142	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	65.00	\$415.60
CHERYL JO DUBOSE																			
141834	06/07/2011	TW110143	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
CHERYL JO DUBOSE																			
141835	06/07/2011	TR111836	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
ANNIE CHARDELL WEBB																			
141836	06/07/2011	NT110262	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
CECILIA ZELASKO																			
141837	06/07/2011	TR111741	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	95.00	\$130.00
JOSHUA ANDREW MIRELES																			
141838	06/07/2011	TR111662	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
SHELLY BETH SHIROCKY																			
141839	06/07/2011	TR110162	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	145.10	\$345.00
SCOTT BENJAMIN ANDREWS																			
141840	06/07/2011	TR110163	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	350.00	145.00	\$500.00
SCOTT BENJAMIN ANDREWS																			
141841	06/09/2011	TR111693	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	153.90	90.10	\$252.00
FEDERICO PEREZ																			
141842	06/09/2011	TR111694	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	44.90	60.10	\$110.00
FEDERICO PEREZ																			
141843	06/09/2011	TR111517	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
JOE BRANDON BESHEARS																			
141844	06/09/2011	TR102609	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00	\$75.00
AMANDA MARIE THOMAS																			
141845	06/09/2011	TW100189	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	70.00	\$420.60
MEGHAN RACHEL TROXEL																			

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141846	06/09/2011	TR111999	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
CHRISTOPHER KEITH KUBICEK																			
141847	06/09/2011	TR110834	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	224.00	0.00	\$224.00
LATONIA MICHELLE DAWSON																			
141848	06/09/2011	NT100430	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	5.00	\$105.00
JARED R MEYER																			
141849	06/09/2011	NT100083	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	5.00	\$505.00
CHRISTOPHER MESA																			
141850	06/09/2011	NT100366	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	55.00	5.00	\$60.00
BLANCA CANTU																			
141851	06/09/2011	NT110111	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	299.00	0.00	\$299.00
JUAN MIGUEL HERNANDEZ																			
141852	06/09/2011	NT101036	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	\$90.00
RYAN ALLEN HILL																			
141853	06/09/2011	NT110137	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	\$90.00
ALECIA CHARLENE HILL																			
141854	06/09/2011	TR111195	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
ERIC L FITZHUGH																			
141855	06/09/2011	NT110264	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00	65.00	\$100.00
ROSANNA RIVERA																			
141856	06/09/2011	TR111779	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JULIE ANN ARMSTRONG																			
141857	06/09/2011	LW110095	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	500.00	60.00	\$565.00
DONALD W. SANDERSON																			
141858	06/09/2011	TR103914	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35.00	0.00	\$35.00
GARY W BARNHART																			

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141859	06/09/2011	TR111939	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	60.10	\$260.00
EDUARDO GOMEZ-ACOSTA																			
141860	06/09/2011	TR111867	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
MITCHELL WADE TACKETT																			
141861	06/09/2011	TR111926	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
RALYNDA MIZELL FLEBBE																			
141862	06/09/2011	TR110529	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	173.00	7.00	\$180.00
ALAWIYA WANI																			
141863	06/09/2011	TR111661	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
LAURA ANN BLANE																			
141864	06/09/2011	TR104535	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	207.00	0.00	\$207.00
KRISTEN DESIRAE SCRUGGS																			
141865	06/09/2011	TR103943	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
CARESA LYNN WILLIAMS																			
141866	06/09/2011	TR112051	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	0.00	0.00	0.00	95.10	\$108.00
MAYRA MARQUEZ DEJESUS																			
141867	06/10/2011	TW100134	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	70.00	\$420.60
JESSE ORTIZ																			
141868	06/10/2011	TW100135	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
JESSE ORTIZ																			
141869	06/10/2011	TW100135	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
JESSE ORTIZ																			
141870	06/10/2011	TR053600	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	82.00	0.00	\$82.00
BRENNIA MO ANDERSON-WINTERS																			
141871	06/10/2011	TR053600	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
BRENNIA MO ANDERSON-WINTERS																			

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141872	06/10/2011	TR110864	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	109.00	0.00	\$109.00
STEPHANIE DENISE ARCIDES																			
141873	06/10/2011	TW110188	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
ESTELLA MAE ROCHA																			
141874	06/10/2011	TR111130	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	151.90	90.10	\$250.00
ALFREDO OBREGON																			
141875	06/10/2011	TW110187	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$66.00
ESTELLA MAE ROCHA																			
141876	06/10/2011	TW110187	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
ESTELLA MAE ROCHA																			
141877	06/10/2011	TR111566	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
BEN JR LUGO																			
141878	06/10/2011	TW110164	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
MARK HENRY MONROE																			
141879	06/10/2011	TR111763	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	30.00	60.00	\$95.00
LAURA YVETTE PEREZ																			
141880	06/10/2011	TR111881	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JOSEPH MATTHEW CARPENTER																			
141881	06/10/2011	TW110191	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
ELLIS THOMPSON																			
141882	06/10/2011	NT110239	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.00	60.00	\$66.00
PAUL CALVIN RANDLE																			
141883	06/10/2011	TR110628	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	151.90	0.00	\$151.90
MICHAEL DON NEPOTE																			
141884	06/10/2011	TW110206	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
PATRICIA REVELES																			

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141885	06/10/2011	TR111094	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.90	115.10	\$124.00
JOLYNN MAILE SAILI																			
141886	06/10/2011	TW110217	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	65.00	\$415.90
MICHAEL E LAWNEY																			
141887	06/10/2011	TW110218	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
MICHAEL E LAWNEY																			
141888	06/10/2011	TW110205	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$66.00
PATRICIA REVELES																			
141889	06/10/2011	TR111061	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	90.00	\$130.00
DENNIS BRIAN JOHNSON																			
141890	06/10/2011	TW110212	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
VIRGINIA FALCON																			
141891	06/10/2011	TW110106	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	65.00	\$415.60
VICTORIA KRISTINE JOHNSON																			
141892	06/10/2011	TW110107	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
VICTORIA KRISTINE JOHNSON																			
141893	06/10/2011	TW110107	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
VICTORIA KRISTINE JOHNSON																			
141894	06/10/2011	TW100122	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00	\$15.00
CHRISTOPHER LEE DARNELL																			
141895	06/10/2011	TR111958	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
MISTY LYNN PATUREAU																			
141896	06/10/2011	TR111420	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	249.00	0.00	\$249.00
JOHN ALLEN SALLAS																			
141897	06/10/2011	NT110280	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
WILLIAM S JONES																			

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141898	06/10/2011	NT110279	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	70.00	\$290.00
JOHN CHRISTOPHER CHASE HERNANDEZ																			
141899	06/10/2011	TW100214	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
DALYNN CLARK YBARRA																			
141900	06/10/2011	NT110283	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	65.00	\$145.00
DILLON MICHAEL MATHWIG																			
141901	06/10/2011	NT110283	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	0.00	\$40.00
DILLON MICHAEL MATHWIG																			
141902	06/10/2011	LW110066	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	92.00	90.00	\$190.00
DONALD RODNEY TUNSKY																			
141903	06/10/2011	NT110284	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	\$90.00
DESIREE YVONNE JAUREGUI																			
141904	06/10/2011	TR110485	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	0.00	\$76.90
MARGRET CORDELIA MURCHISON																			
141905	06/10/2011	NT110064	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	204.00	0.00	\$204.00
OFELIA CAMACHO																			
141906	06/10/2011	NT110282	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	\$90.00
MIRANDA RENEE MILLER																			
141907	06/10/2011	TR110583	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	140.10	\$225.00
SCOTT PHILLIP SMITH																			
141908	06/10/2011	TR111890	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	95.00	\$130.00
RUFINO EDWARD ORTIZ																			
141909	06/10/2011	TW100303	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	90.00	\$440.90
STACI DANN GASS																			
141910	06/10/2011	TR110537	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	130.00	0.00	\$130.00
ALEXANDRA REYES																			

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141911	06/13/2011	NT110260	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	149.00	0.00	\$149.00
TODD BOYUM																			
141912	06/13/2011	JV110126	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	299.00	0.00	\$299.00
TRICIA GABRIELLE BOYUM																			
141913	06/13/2011	TR112016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
DAN SALAZAR																			
141914	06/13/2011	TR111865	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
BRANDI NICOLE CARRASCO																			
141915	06/13/2011	TR111838	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	60.00	\$100.00
JOSE L RUIZ-GUERRERO																			
141916	06/13/2011	TR111838	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	315.00	0.00	\$315.00
JOSE L RUIZ-GUERRERO																			
141917	06/13/2011	TR111810	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
JOHN RAYMOND VALLIANT																			
141918	06/13/2011	TR111908	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	60.10	\$260.00
RAMON GOMEZ																			
141919	06/13/2011	TR111909	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	\$150.00
RAMON GOMEZ																			
141920	06/13/2011	TR111612	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
ARIEL GIAVONNI STINETTE																			
141921	06/13/2011	TR111991	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
RENEE WEBER																			
141922	06/13/2011	TR020608	2.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	149.00	55.00	\$226.00
KIMBERLY NICOLE SHEPARD																			
141923	06/13/2011	TR111568	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
JESSICA VANESSA GARCIA																			

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141924	06/13/2011	NT100386	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$100.00
MARISSA L RODRIGUEZ																			
141925	06/13/2011	TR111883	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	\$148.00
MEGHAN ANN MILLER																			
141926	06/13/2011	TR111764	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
TERI MUNOZ MCGUIRE																			
141927	06/13/2011	TR111998	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
ZACKRY MUNOZ																			
141928	06/13/2011	TR111313	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	26.90	115.10	\$150.00
ANTHONY CARL YOUNG																			
141929	06/13/2011	TR110771	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	196.90	90.10	\$295.00
SHAWNTE N LAMPKIN																			
141930	06/13/2011	TR111774	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	60.10	\$260.00
ITZA DIAZ																			
141931	06/13/2011	TR111713	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	153.90	90.10	\$252.00
SUMMER MARIE COOPER																			
141932	06/13/2011	NT110045	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	0.00	\$40.00
MARY L. WILLIAMS																			
141933	06/13/2011	TR111762	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
DEBRA SUE BRANDON																			
141934	06/13/2011	TW110011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
VIRGINIA ESCOBAR																			
141935	06/13/2011	TR110609	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	95.10	\$303.10
JON MICHAEL SBOROV																			
141936	06/13/2011	TR110996	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45.00	25.00	\$70.00
CHANDRA MONIKA BLANE																			

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141937	06/13/2011	NT110211	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	65.00	\$185.00
NICHOLAS GERALD BENFORD																			
141938	06/13/2011	NT110106	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.00	65.00	\$71.00
FRANKIE JEWELLEEN BEVKA																			
141939	06/13/2011	NT110259	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
MELBERT CRUMP																			
141940	06/13/2011	TR110727	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	151.90	90.10	\$250.00
JEFFREY SCOTT CLIFTON																			
141941	06/13/2011	TR110639	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	180.00	95.10	\$283.10
LOGAN BRADLEY LEEN																			
141942	06/13/2011	TR111595	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	\$200.00
REGENA GUTIERREZ																			
141943	06/13/2011	TR111410	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
KELSEY RENEE MEROLLA																			
141944	06/13/2011	TR112015	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	196.90	90.10	\$295.00
JEREMY FRANCIS TOME																			
141945	06/13/2011	TR084949	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	391.00	0.00	\$391.00
DEON VICHILLE HARRISON																			
141946	06/13/2011	TR111749	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	\$148.00
AARON J DALEY																			
141947	06/13/2011	TR093283	0.00	183.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$793.00
AARON WILLIAM BAHN																			
141948	06/13/2011	TR092107	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	999.00	75.00	\$1,074.00
AARON WILLIAM BAHN																			
141949	06/13/2011	TR112079	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	151.90	90.10	\$250.00
JOHN STEPHENS MASON																			

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141950	06/14/2011	TR110176	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	161.00	0.00	\$161.00
OCTAVIO GONZALEZ GALINDO																			
141951	06/14/2011	TR060462	0.00	1.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$1.80
JAMES FRANKLIN ROBBINS																			
141952	06/14/2011	TR111900	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	194.90	65.10	\$260.00
ERICK EDUARDO BENAVIDES																			
141953	06/14/2011	NT110285	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
CATALINA MARTINEZ																			
141954	06/14/2011	JV110135	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
JOSE R MARTINEZ																			
141955	06/14/2011	TR111793	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	199.90	90.10	\$298.00
FREDY CASTANEDA MARTINEZ																			
141956	06/14/2011	TW110115	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	135.00	65.00	\$200.00
REFUGIO MARTINEZ																			
141957	06/14/2011	NT110288	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	65.00	\$185.00
STEVEN TYLER MCALLISTER																			
141958	06/14/2011	TR111125	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	151.90	90.10	\$250.00
ELTON E HUGGINS																			
141959	06/14/2011	NT110292	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	65.00	\$185.00
ABRAHAM C ORANDAY																			
141960	06/14/2011	TR111959	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	194.90	60.10	\$260.00
RAQUEL LARES RIVAS																			
141961	06/14/2011	TR111681	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	100.00	60.00	\$165.00
DARIN RAY DURDEN																			
141962	06/14/2011	TR111682	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	100.00	60.00	\$165.00
DARIN RAY DURDEN																			

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141963	06/14/2011	TW100283	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
BLAIR VAUGHAN HOWELL																			
141964	06/14/2011	NT110294	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
NATALIE TREVINO																			
141965	06/14/2011	NT110293	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
JORDAN E TREVINO																			
141966	06/14/2011	NT110295	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
LARRY JAMES TREVINO																			
141967	06/14/2011	TR112088	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	98.00	60.00	\$163.00
CARL DEAN-ALLIE TRAVERS																			
141968	06/14/2011	TR111767	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
CLIFTON FRANK LEE																			
141969	06/14/2011	TR080935	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1,000.00	155.00	\$1,160.00
DEON VICHILLE HARRISON																			
141970	06/14/2011	TR111911	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
TAHRA MARIE BIESSENER																			
141971	06/14/2011	TR112009	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
MARY SUE ENGELKE																			
141972	06/14/2011	TR112082	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
ANGEL CARRION																			
141973	06/14/2011	TR112075	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	\$130.00
KIMBERLY JEAN WOODWARD																			
141974	06/14/2011	TR111899	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
NOEL AGUILAR																			
141975	06/14/2011	TR111916	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
ALEJO ANTONIO BILLINGS																			

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141976	06/14/2011	TR111773	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
TERRY LEE HAGERMAN																			
141977	06/14/2011	TR111785	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	60.00	\$100.00
KAMMI LOUISE SIMS																			
141978	06/14/2011	TR111986	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.90	60.10	\$66.00
LUISA RUIZ DESTROUD																			
141979	06/14/2011	TR111985	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.75	90.25	\$99.00
LUISA RUIZ DESTROUD																			
141980	06/14/2011	NT110162	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	90.00	\$110.00
FELICIA MAYS																			
141981	06/14/2011	TR112133	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
JORGE MARIN CANTU																			
141982	06/14/2011	TR101059	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
ANGELA ANN MASON																			
141983	06/14/2011	TR100178	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	140.10	\$225.00
ANGELA ANN MASON																			
141984	06/16/2011	PW110040	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	60.00	\$165.00
JOSHUA DALE GREER																			
141985	06/16/2011	TR102543	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	498.00	85.00	\$583.00
MARC ANTHONY SOTO																			
141986	06/16/2011	PW100081	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	\$620.00
CLYDE CLAUD HAMBY																			
141987	06/16/2011	PW100058	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	85.00	15.00	120.00	\$225.00
CLYDE CLAUD HAMBY																			
141988	06/16/2011	TR110411	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	180.00	98.10	\$286.10
JUSTIN MATTHEW WALLACE																			

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141989	06/16/2011	TR111910	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
SARAH CHRISTINE JOHNSON																			
141990	06/16/2011	TR111848	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	51.90	90.10	\$150.00
AUGUSTO L GUTIERREZ																			
141991	06/16/2011	TR111847	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	60.10	\$260.00
AUGUSTO L GUTIERREZ																			
141992	06/16/2011	TR111841	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.90	90.10	\$100.00
SARAH LUCILLE ROBERTS																			
141993	06/16/2011	NT110169	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	\$100.00
AUBRIE A DAVIS																			
141994	06/16/2011	TW100282	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	70.00	\$420.90
BLAIR VAUGHAN HOWELL																			
141995	06/16/2011	TR111361	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	198.00	60.00	\$263.00
JESUS MORALES																			
141996	06/16/2011	TR110027	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	194.00	0.00	\$194.00
MARGARITA GONZALES WATSON																			
141997	06/16/2011	NT110194	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	199.00	0.00	\$199.00
ROSE MARIE JACKSON																			
141998	06/16/2011	TW110047	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
CARLOS GESTRUDIS MEJIA																			
141999	06/16/2011	TR111994	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
GIOVANNI ANIBAL BONILLA																			
142000	06/16/2011	TR111795	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
MARTIN JR AGUIRRE																			
142001	06/16/2011	NT110154	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	499.00	0.00	\$499.00
CHRISTIAN A. LAWSON																			

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142002	06/16/2011	TR111859	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
AMY BALCH NALL																			
142003	06/16/2011	TR111147	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	68.90	90.10	\$167.00
SKODY NEIL ROBERTSON																			
142004	06/16/2011	TR111147	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	\$8.00
SKODY NEIL ROBERTSON																			
142005	06/16/2011	TR112049	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JAMES EDWARD GRAY																			
142006	06/16/2011	TR111878	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JO ANN DELOSSANTOS																			
142007	06/16/2011	TR111877	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00	95.00	\$110.00
JO ANN DELOSSANTOS																			
142008	06/16/2011	TR111877	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	\$20.00
JO ANN DELOSSANTOS																			
142009	06/16/2011	TR111943	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	151.90	90.10	\$250.00
MORRIS DON HAIRSTON																			
142010	06/16/2011	TR111791	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JOSHUA DAVID WALKER																			
142011	06/16/2011	JV110038	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
ESTEVAN CARDIEL																			
142012	06/16/2011	TR112050	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	0.00	0.00	0.00	95.10	\$108.00
ANGEL MARIE DOMINGUEZ																			
142013	06/16/2011	JV100173	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	135.00	0.00	\$135.00
ZARIAH PATTERSON																			
142014	06/16/2011	TR111672	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
RODNEY RODRIGUEZ BARCELO																			

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142015	06/16/2011	TR074744	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	201.00	\$701.00
ANDRES HERNANDEZ																			
142016	06/16/2011	TW110016	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	107.00	25.10	\$233.00
NICOLE DESHAUN ELLISON																			
142017	06/16/2011	NT070433	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	151.00	\$651.00
PATRICK JAMES BOWDY																			
142018	06/16/2011	TR063533	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	39.00	116.00	\$160.00
JOE MCINTOSH																			
142019	06/16/2011	TR112074	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
LONNIE DEE HARRIS																			
142020	06/16/2011	TR110335	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	499.90	150.10	\$658.00
GEORGE MARKUS REAGOR																			
142021	06/16/2011	TR112053	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1.90	90.10	\$100.00
BOBBY WAYNE DAVIS																			
142022	06/16/2011	TR111480	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	\$620.00
GEORGE MARKUS REAGOR																			
142023	06/16/2011	TR112053	0.00	0.00	0.00	0.00	0.00	0.00	(3.00)	0.00	0.00	0.00	(5.00)	0.00	0.00	0.00	(1.90)	(90.10)	(\$100.00)
BOBBY WAYNE DAVIS																			
142024	06/16/2011	NT110320	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	35.00	60.00	\$100.00
RONALD WAYNE MANTOOTH																			
142025	06/16/2011	TR111824	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
SERGIO CEBALLOS MARTINEZ																			
142026	06/16/2011	NT110041	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	0.00	\$250.00
XAVIER MARTINEZ																			
142027	06/16/2011	TR090804	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	218.00	0.00	\$218.00
NICHOLAS SHONORRIS JOHNSON																			

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142028	06/16/2011	TR090805	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	132.00	145.00	\$282.00
NICHOLAS SHONORRIS JOHNSON																			
142029	06/16/2011	TR111896	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	95.00	\$100.00
ISAIAS PALENCIA																			
142030	06/17/2011	TR111275	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	35.00	60.00	\$100.00
JUSTIN TYLER ROBINSON																			
142031	06/17/2011	TR111887	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	\$148.00
TINA MARIE CAMPOS																			
142032	06/17/2011	TR111952	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	\$148.00
RONALD RAY ROBERTS																			
142033	06/17/2011	JV110049	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00	0.00	\$125.00
JENNIFER GONZALEZ																			
142034	06/17/2011	TW100258	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.00	0.00	\$107.60
KRISTINA RENEE GRATEHOUSE																			
142035	06/17/2011	TR111868	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
STEPHEN RYAN SKALA																			
142036	06/17/2011	TR112166	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
FITZGERALD HERNANDEZ																			
142037	06/17/2011	TR111960	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
RAQUEL LARES RIVAS																			
142038	06/17/2011	TR110498	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	114.00	25.00	\$139.00
NATHAN LEE-REYNAGA MORENO																			
142039	06/17/2011	TR111595	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	299.00	0.00	\$299.00
REGENA GUTIERREZ																			
142040	06/17/2011	TR111812	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	\$148.00
DAVID WAYNE ELIE																			

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142041	06/17/2011	TR111710	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	153.90	90.10	\$252.00
TAUNJA JOY SCHROEDER																			
142042	06/17/2011	NT110255	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00	\$75.00
BLANCA MARAVILLA																			
142043	06/17/2011	NT110215	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	70.00	\$290.00
HERNAN ABEL MARTINEZ																			
142044	06/17/2011	TR111818	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	\$130.00
KATHLEEN MARIE COX																			
142045	06/17/2011	TR112029	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
TANNER LEE ESTES																			
142046	06/17/2011	TR110693	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	148.00	25.00	\$173.00
JOSE GUADALUPE HERNANDEZ-HURTADO																			
142047	06/17/2011	TW110437	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	450.00	110.00	\$560.00
EUODIA J PHILLIPS																			
142048	06/17/2011	TR111815	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
MARY CARLEEN WATTS																			
142049	06/17/2011	TW100225	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	130.00	\$480.60
EUODIA J PHILLIPS																			
142050	06/17/2011	TW100226	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	110.00	\$460.60
EUODIA J PHILLIPS																			
142051	06/17/2011	TW100227	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	110.00	\$460.60
EUODIA J PHILLIPS																			
142052	06/20/2011	TR112094	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
KIMBERLY MICHELLE NULL																			
142053	06/20/2011	TR111446	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	64.90	60.10	\$130.00
TONYA MIKESKA																			

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142054	06/20/2011	TR111698	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	350.00	60.00	\$415.00
JAMES LYNN JACKSON																			
142055	06/20/2011	TR111870	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
TYLER SCOTT BOHAC																			
142056	06/20/2011	LW110125	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	35.00	60.00	\$100.00
JORGE AVILA PERALTA																			
142057	06/20/2011	TR092754	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	400.00	145.00	\$553.00
JOSHUA MICHAEL RACKLEY																			
142058	06/20/2011	TR111992	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
JAMES WESSLEY CLOUD																			
142059	06/20/2011	NT100418	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	0.00	\$60.00
MARY AGUILAR																			
142060	06/20/2011	TR111978	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	196.90	97.10	\$302.00
CICELY LAJOYCE CADE																			
142061	06/20/2011	NT110320	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	465.00	0.00	\$465.00
RONALD WAYNE MANTOOTH																			
142062	06/20/2011	TR111428	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	64.90	60.10	\$130.00
LUIS FERNANDO MEZA-ESTRADA																			
142063	06/20/2011	TR111445	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	350.00	60.00	\$415.00
DAVID LLOYD LUKER																			
142064	06/20/2011	TR111426	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	153.90	90.10	\$252.00
DAVID DEANDRE BROWN																			
142065	06/20/2011	LW110105	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	300.00	60.00	\$365.00
JEFFREY ALAN VACHA																			
142066	06/20/2011	NT100347	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	\$200.00
SARA PATRICIA BEDARD																			

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142067	06/20/2011	TR104180	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	332.00	0.00	\$332.00
FORTUNATO GOMEZ																			
142068	06/20/2011	TR111885	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
DANIEL QUITON STOWERS																			
142069	06/20/2011	TR112027	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
CHASTON ANTON MATTA																			
142070	06/20/2011	TR111882	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
CHASTON ANTON MATTA																			
142071	06/20/2011	TR111905	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
DAWN PRISCILLA WATSON																			
142072	06/20/2011	PW110002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	205.00	50.00	\$255.00
FRANCISCO MACIAS-SANCHEZ																			
142073	06/20/2011	NT100380	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	99.00	0.00	\$99.00
BEN SANCHEZ																			
142074	06/20/2011	TR104234	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	399.90	150.10	\$558.00
CINDY HERNANDEZ MONDRAGON																			
142075	06/20/2011	TR104234	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
CINDY HERNANDEZ MONDRAGON																			
142076	06/20/2011	LW110112	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	195.00	60.00	\$260.00
DANIEL FRED LONG																			
142077	06/20/2011	TR112086	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
KATHLEEN BROOKE DELAVEGA																			
142078	06/20/2011	TR111557	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	196.00	0.00	\$196.00
AMY SOTO																			
142079	06/20/2011	TR111388	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	50.00	90.00	\$148.00
PRECIOUS SHYNELL CARTER																			

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142080	06/20/2011	TR111979	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	499.90	90.10	\$598.00
CICELY LAJOYCE CADE																			
142081	06/20/2011	TR111944	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
OSCAR JR FALGOUT																			
142082	06/20/2011	HC070001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	416.00	0.00	\$416.00
MARIAN D DESHAY																			
142083	06/20/2011	HC070001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
MARIAN D DESHAY																			
142084	06/20/2011	TR111835	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
PAULINE ANDREE SIMS																			
142085	06/20/2011	TR110236	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	350.00	85.00	\$440.00
JULIO MARCOS OLVERA																			
142086	06/20/2011	TW110022	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	140.00	90.00	\$230.00
BENJAMIN LOUIS LABAHN																			
142087	06/20/2011	TR110441	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	151.90	0.00	\$151.90
DANA RENEE BOEHM																			
142088	06/20/2011	TR111961	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
DANIELLE HUGHES																			
142089	06/20/2011	NT110091	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	140.00	0.00	\$140.00
CORTNEY DEEANN FLOWERS																			
142090	06/20/2011	NT110236	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45.00	135.00	\$180.00
TONYA TERRY																			
142091	06/20/2011	TR111804	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
NANCY ELLEN MESHELL																			
142092	06/20/2011	JV100201	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	\$150.00
JOSEFINA MARTINEZ																			

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142093	06/20/2011	JV100201	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	167.00	0.00	\$167.00
JOSEFINA MARTINEZ																			
142094	06/21/2011	TR111869	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	60.10	\$260.00
FROYLAN HERNANDEZ-SANCHEZ																			
142095	06/21/2011	TR103943	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	0.00	\$60.00
CARESA LYNN WILLIAMS																			
142096	06/21/2011	TW110151	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	65.00	\$415.90
JACQUELINE CHAVEZ																			
142097	06/21/2011	TR112220	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
JAMES DOUGLAS SPAIN																			
142098	06/21/2011	TR111276	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	35.00	60.00	\$100.00
CHADWICK CURTIS CHESTER																			
142099	06/21/2011	TR111345	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	225.00	25.00	\$250.00
ANDRES CASTRO																			
142100	06/21/2011	LW110060	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	132.00	25.00	\$157.00
DAVID ALBA																			
142101	06/21/2011	TR111228	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	151.90	90.10	\$250.00
KEVIN CLAY COPELAND																			
142102	06/21/2011	TR104418	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	140.00	\$180.00
MELISSA KRISTINE MURPHY																			
142103	06/21/2011	TR111134	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
RAYMOND MUNOZ REYES																			
142104	06/21/2011	JV080049	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	105.00	\$625.00
LA'TE CLARK																			
142105	06/21/2011	TR112026	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	\$148.00
JARED DAVID MATTA																			

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142106	06/21/2011	TR112091	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
MICHAEL DAVID DAVIS																			
142107	06/21/2011	LW110084	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	105.00	60.00	\$170.00
JUANITA ISELA ROJAS																			
142108	06/21/2011	NT040482	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	137.00	\$657.00
DAVID STOGLIN																			
142109	06/21/2011	TR112191	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JAMES III CASPER																			
142110	06/21/2011	NT100166	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	200.00	\$320.00
VICTORIA MAYA																			
142111	06/21/2011	TR111918	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
CONNOR DANIEL VANECEK																			
142112	06/21/2011	TR111875	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
GERARDO ESQUIVEL GAYTAN																			
142113	06/21/2011	TR112228	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
MARCUS KEITH CRAYTON																			
142114	06/21/2011	NT100210	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	150.00	\$670.00
VICTORIA MAYA																			
142115	06/21/2011	TR112165	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
WILLIAM EDWARD MERCER																			
142116	06/21/2011	NT100211	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	150.00	\$670.00
VICTORIA MAYA																			
142117	06/21/2011	TR111923	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
NANCY BARRON HELEMAN																			
142118	06/21/2011	NT100212	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	145.00	\$265.00
VICTORIA MAYA																			

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142119	06/21/2011	TR111946	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
DOUGLAS WAYNE HUDSON																			
142120	06/21/2011	TR111636	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00	\$75.00
CARLOS AGUILAR																			
142121	06/21/2011	NT100213	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	145.00	\$265.00
VICTORIA MAYA																			
142122	06/21/2011	NT100214	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	150.00	\$270.00
VICTORIA MAYA																			
142123	06/21/2011	NT100215	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	145.00	\$265.00
VICTORIA MAYA																			
142124	06/21/2011	NT100216	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	145.00	\$265.00
VICTORIA MAYA																			
142125	06/21/2011	NT100217	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	145.00	\$265.00
VICTORIA MAYA																			
142126	06/21/2011	NT100246	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	165.00	\$685.00
VICTORIA MAYA																			
142127	06/23/2011	TW110001	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	131.00	90.00	\$221.00
KELLY ELAINE STEWART																			
142128	06/23/2011	LW110131	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	100.00	60.00	\$165.00
OSCAR LISAOLA SANTOYO																			
142129	06/23/2011	TR111874	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	30.00	60.00	\$95.00
TYLER JAMES BETAK																			
142130	06/23/2011	TR111679	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	180.00	95.10	\$283.10
RICHARD E THANE																			
142131	06/23/2011	TR111592	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	95.00	\$130.00
ALEXANDRO ALIGHIERI DAVILA																			

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142132	06/23/2011	TR112176	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
DONELDIA SUE SEGGERN																			
142133	06/23/2011	JV100204	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	\$10.00
ARMANDO ROBLES																			
142134	06/23/2011	NT100433	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	108.00	65.00	\$193.00
ADERANA ROBLES																			
142135	06/23/2011	TR111629	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	194.00	0.00	\$194.00
OBDULIO DIDIY CALVO																			
142136	06/23/2011	TR111957	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
RYAN RICHARD CONNOLLY																			
142137	06/23/2011	TW100286	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
WHITNEY JILL BEESON																			
142138	06/23/2011	TR111921	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
NATHAN CHARLES BOENKER																			
142139	06/23/2011	TR111894	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JUBAL NOEL SARVIS																			
142140	06/23/2011	TR111893	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	95.00	\$130.00
JUBAL NOEL SARVIS																			
142141	06/23/2011	TR110996	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	253.00	2.00	\$255.00
CHANDRA MONIKA BLANE																			
142142	06/23/2011	TR110610	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.90	0.00	\$51.90
ALBERT JOSE BORRUEL																			
142143	06/23/2011	TR111346	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
JEANNIE JOANN CALLAWAY																			
142144	06/23/2011	JV010182	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	35.00	\$535.00
ANGELA DOOLEY																			

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142145	06/23/2011	TR111901	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
GREGORY LEE GRAY																			
142146	06/23/2011	TR111400	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	196.90	90.10	\$295.00
LYDIA CABRERA MATA																			
142147	06/23/2011	TR112171	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	90.10	\$250.00
DAVID GENE METCALF																			
142148	06/23/2011	TR111304	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	90.10	\$250.00
JACKSON PARK MITCHELL																			
142149	06/23/2011	NT110105	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	\$50.00
DARIELA GAYTAN REYNA																			
142150	06/23/2011	TR112287	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
DAVID MING-WHEI WU																			
142151	06/23/2011	TR022535	2.00	0.00	15.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	30.00	\$90.00
CARL WAYNE OFCZARZAK																			
142152	06/23/2011	LW110134	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	60.00	\$265.00
DEAROL RAY WHITSON																			
142153	06/23/2011	TR111540	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	25.00	90.00	\$123.00
RUBEN HERNANDEZ																			
142154	06/23/2011	TR112163	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
ERIC DAMON FRANKS																			
142155	06/23/2011	TR111950	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
COURTNEY NICHOLE BOUCHARD																			
142156	06/23/2011	JV110139	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
LISA M CAMARDA																			
142157	06/23/2011	TR111582	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.90	60.10	\$66.00
ADOLFO AVILA-SANTOS																			

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142158	06/23/2011	TR111897	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
MARIA DOLORES ZEIGLER																			
142159	06/23/2011	TR111928	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
KAY MARTIN WALKER																			
142160	06/23/2011	TR110460	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	499.90	140.10	\$648.00
MICHAEL AARON BERNSTEIN																			
142161	06/23/2011	TR111653	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
MICHAEL AARON BERNSTEIN																			
142162	06/23/2011	TR110459	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	140.00	\$180.00
MICHAEL AARON BERNSTEIN																			
142163	06/23/2011	JV110140	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
LEVI H JOHNSON																			
142164	06/23/2011	TR112092	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
CHRISTOPHER CARR R ROWLAND																			
142165	06/23/2011	TR111920	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
CRYSTLE HOPE MELTON																			
142166	06/23/2011	JV110143	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
ANDRE AVALOS																			
142167	06/23/2011	TR111971	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	198.00	60.00	\$263.00
MIGUEL ANGEL CORREA-ROBLES																			
142168	06/23/2011	TR111970	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	35.00	60.00	\$100.00
MIGUEL ANGEL CORREA-ROBLES																			
142169	06/23/2011	TR111969	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	35.00	60.00	\$100.00
MIGUEL ANGEL CORREA-ROBLES																			
142170	06/24/2011	TR111862	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	401.90	90.10	\$500.00
HUGO FABIAN RAMIREZ																			

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142171	06/24/2011	TR111862	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	98.00	0.00	\$98.00
HUGO FABIAN RAMIREZ																			
142172	06/24/2011	TR111636	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	85.00	0.00	\$85.00
CARLOS AGUILAR																			
142173	06/24/2011	LW110132	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	196.90	90.10	\$295.00
SALVADOR CHAVEZ ROMERO																			
142174	06/24/2011	NT110147	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	1.00	60.00	\$66.00
CANDACE NICOLE BLACK																			
142175	06/24/2011	NT110227	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	245.00	0.00	\$245.00
MATTHEW EMMERT RAHN																			
142176	06/24/2011	TR111431	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	115.00	\$173.00
MATTHEW TAYLOR JOHNSON																			
142177	06/24/2011	TR111953	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
CHRISTINE B HORTENSTINE																			
142178	06/24/2011	JV110149	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
JOSHUA BRIGGS																			
142179	06/24/2011	NT110310	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
KIMBERLY MOORE																			
142180	06/24/2011	TR111914	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	195.00	60.00	\$260.00
ANGEL RUIZ PINA																			
142181	06/24/2011	TR111914	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	\$5.00
ANGEL RUIZ PINA																			
142182	06/24/2011	JV110148	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
REYMUND AGUILAR																			
142183	06/24/2011	TR110096	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.90	25.00	\$76.90
ROLANDO CRUZ																			

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142184	06/24/2011	TR110096	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25.00	0.00	\$25.00
ROLANDO CRUZ																			
142185	06/24/2011	NT110241	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	65.00	\$585.00
DELANE DENNIS																			
142186	06/24/2011	TR111174	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	9.90	90.10	\$108.00
ROBIN ALYSSA WRIGHT																			
142187	06/24/2011	TR111174	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	142.00	0.00	\$142.00
ROBIN ALYSSA WRIGHT																			
142188	06/24/2011	TR112104	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	196.90	90.10	\$295.00
WILLIAM DAN KERBY																			
142189	06/24/2011	TR111976	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	350.00	60.00	\$415.00
RODOLFO CARLOS PALOMINO																			
142190	06/24/2011	TR110267	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	140.10	\$225.00
ADOLFO CANTU																			
142191	06/24/2011	TR111938	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	151.90	90.10	\$250.00
JOSHUA ROEL ZAMORA																			
142192	06/24/2011	TR111983	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
HENDRIK JOHANNES ANDERSON																			
142193	06/24/2011	TR112025	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	\$130.00
JOHN DAVID HERRICK																			
142194	06/24/2011	TR112111	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
HEATHER FOSTER LLOYD																			
142195	06/24/2011	TR112002	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
GABRIEL TEBACUI-ZUNIGA																			
142196	06/24/2011	TR112055	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
CHAD ALAN GOMMERT																			

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142197	06/24/2011	TR112080	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
ERIKA DANIELLE JOHNSTON																			
142198	06/24/2011	TR111922	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
JEANINE MARIE JOHNSON																			
142199	06/24/2011	TR111951	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
DENNIS MICHAEL BUCKINGHAM																			
142200	06/24/2011	JV110152	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	\$75.00
JONELLA A VASQUEZ																			
142201	06/24/2011	TR111919	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
BARBARA ANN ORTIZ																			
142202	06/24/2011	TR111688	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	60.00	\$100.00
CODY DWAYNE KEMP																			
142203	06/24/2011	TR111687	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
CODY DWAYNE KEMP																			
142204	06/24/2011	TR111915	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
JIMMIE LYNN GABEL																			
142205	06/24/2011	JV110151	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	\$75.00
VIVIANNA HOPE ESQUIVEL																			
142206	06/24/2011	TR111648	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	50.00	90.00	\$148.00
BLAKE MCCOY NELSON																			
142207	06/24/2011	TR112261	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
DANIELLE BREEANN RAWSON																			
142208	06/24/2011	TR112242	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
JOHN M PARSONS																			
142209	06/24/2011	TR111942	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
CODY TRAVIS COX																			

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142210	06/24/2011	JV110111	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	70.00	\$75.00
NATHAN JACOB KEITH																			
142211	06/24/2011	JV110137	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	\$95.00
EMANI S ZACHARY																			
142212	06/24/2011	TW100219	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
VERONICA TAYLOR																			
142213	06/24/2011	TR111954	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
GERRY JR TUCKER																			
142214	06/24/2011	TR111837	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
KERRI SUE POOLE																			
142215	06/24/2011	TR110420	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.00	0.00	\$76.00
CHARMAIN NICOLE ALDERETE																			
142216	06/24/2011	LW010384	2.00	0.00	15.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	64.75	85.25	\$175.00
MARIN MARTINEZ																			
142217	06/24/2011	LW020281	2.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	90.00	\$307.00
MARIN MARTINEZ																			
142218	06/24/2011	LW010383	2.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	65.00	85.25	\$172.25
MARIN MARTINEZ																			
142219	06/27/2011	TR110895	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
MONICA MARIE ADAMS																			
142220	06/27/2011	TR111581	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	194.00	0.00	\$194.00
ESTEBAN EDUARDO ALVAREZ																			
142221	06/27/2011	TW100165	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	61.00	0.00	\$161.60
DUANE RAY BOND																			
142222	06/27/2011	TR111949	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
JASON DEAN POUNDERS																			

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142223	06/27/2011	TW110085	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	99.40	0.00	\$200.00
ADRIANE J STEPHENS																			
142224	06/27/2011	TW100280	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$65.00
CHARLES DUELL SPONG																			
142225	06/27/2011	TW110095	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
LOGAN ELWOOD HEIDLER																			
142226	06/27/2011	TW110239	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
JUAN A. TIRADO																			
142227	06/27/2011	TW110080	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
DEBB HICKS																			
142228	06/27/2011	TR110893	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76.90	0.00	\$76.90
CORI EDWARD TAYLOR																			
142229	06/27/2011	TR112227	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JUAN PAZ CHAVEZ																			
142230	06/27/2011	TW110263	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
JACINDA VONETTA DAVIS																			
142231	06/27/2011	TW110269	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
WILLIE CLINT BILLS																			
142232	06/27/2011	TR111982	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	196.90	90.10	\$295.00
ALVINO MATEO RAMIREZ																			
142233	06/27/2011	TR112107	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	32.00	90.00	\$130.00
HARVEY EUGENE DAVIDSON																			
142234	06/27/2011	TW110091	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	144.00	65.00	\$209.00
WILLIAM ANTHONY GRUBER																			
142235	06/27/2011	TW110092	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
WILLIAM ANTHONY GRUBER																			

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142236	06/27/2011	TW110268	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$66.00
WILLIE CLINT BILLS																			
142237	06/27/2011	TR111699	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
WILLIAM ALONZO POLLY																			
142238	06/27/2011	TW110248	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
SHERMAN A. SCALES																			
142239	06/27/2011	TW110247	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	65.00	\$415.90
SHERMAN A. SCALES																			
142240	06/27/2011	TR111988	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
TREVOR MICHAEL JAMES																			
142241	06/27/2011	TR111975	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
JOHN DAVID MALMQUIST																			
142242	06/27/2011	JV110138	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
NANCY D HERNANDEZ																			
142243	06/27/2011	TR111153	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	174.00	25.00	\$199.00
RAE NICOLE HERNANDEZ																			
142244	06/27/2011	NT110112	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	500.00	65.00	\$570.00
KIRK ELLIOTT BRANDT																			
142245	06/27/2011	TR101816	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	125.10	\$328.10
MIKE AGUILLON																			
142246	06/27/2011	TR111937	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
SPENCER HAYDEN CUMMINGS																			
142247	06/27/2011	TR112245	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	196.90	90.10	\$295.00
RICHARD KENNETH CURRY																			
142248	06/27/2011	TR112299	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	151.90	90.10	\$250.00
THOMAS WILLIAM MCALISTER																			

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142249	06/27/2011	LW110097	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	199.00	60.00	\$264.00
STEVEN WESLEY SUCHOMEL																			
142250	06/27/2011	TR111396	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	499.90	90.10	\$598.00
TAMMY BERTRAND SOSSNER																			
142251	06/27/2011	TR112300	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	44.90	60.10	\$110.00
THOMAS WILLIAM MCALISTER																			
142252	06/27/2011	TR111947	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
LACY DENISE WHITT																			
142253	06/27/2011	TR111933	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
BRIAN ROBERT LIETZKE																			
142254	06/27/2011	TR111981	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	44.90	60.10	\$110.00
MICHAEL JOHN JANAK																			
142255	06/27/2011	NT110003	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	227.00	68.00	\$300.00
STEVE LILLEY																			
142256	06/27/2011	NT110003	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	73.00	0.00	\$73.00
STEVE LILLEY																			
142257	06/27/2011	TR111995	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
CODY JUSTIN KING																			
142258	06/27/2011	TR111925	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
ROBERT ALLEN HANKOSKY																			
142259	06/27/2011	TR112143	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
DEAN ROBERT CANTY																			
142260	06/27/2011	TR112087	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
CHARLES RUPERT TURNER																			
142261	06/27/2011	TR111154	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	26.90	115.10	\$150.00
ELIZABETH GONZALES																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
142262	06/27/2011	NT110302	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	15.00	65.00	\$100.00
MARGIE RODRIGUEZ																			
142263	06/27/2011	TR111805	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
JOSEF AYALA CRUZ																			
142264	06/27/2011	TW110101	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
LAMONICA LYN ALVARADO																			
142265	06/27/2011	TR111806	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
MICHAEL PEYTON MURPHY																			
142266	06/27/2011	TR111439	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	193.90	103.10	\$300.00
VILMA L LOPEZ																			
142267	06/27/2011	TR111440	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	196.90	100.10	\$300.00
VILMA L LOPEZ																			
142268	06/27/2011	TR111440	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	\$3.00
VILMA L LOPEZ																			
142269	06/27/2011	TR111439	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.10	0.00	\$6.10
VILMA L LOPEZ																			
142270	06/27/2011	TW110100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.60	0.00	\$49.60
LAMONICA LYN ALVARADO																			
142271	06/28/2011	TR112023	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
KEITH ROBERT SIPES																			
142272	06/28/2011	TR111447	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
LORENZO JOE MUNOZ																			
142273	06/28/2011	TR111567	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	\$130.00
CHRISTOPHER W MCQUINN																			
142274	06/28/2011	TR112021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
THOMAS BENJAMIN MORGAN																			

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142275	06/28/2011	TR112042	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
CHRISTOPHER JAMES BAZAR																			
142276	06/28/2011	TR112036	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	60.10	\$260.00
FELIX VALDEZ-MONCADA																			
142277	06/28/2011	TR112022	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	96.90	90.10	\$195.00
KEITH ROBERT SIPES																			
142278	06/28/2011	TR112043	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	198.00	60.00	\$263.00
SAUL GEORGE-REYES																			
142279	06/28/2011	TR112061	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	90.10	\$175.00
JUAN FERRER FUENTES																			
142280	06/28/2011	TR112125	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	153.90	90.10	\$252.00
MARIO MERCADO LEAL																			
142281	06/28/2011	TR111753	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
ALFREDO OROZCO-PEREZ																			
142282	06/28/2011	TR111924	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	32.00	90.00	\$130.00
NORMAN WAYNE WEBB																			
142283	06/28/2011	TR110306	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0.90	115.10	\$124.00
SARAH RACHEL BUENROSTRO																			
142284	06/28/2011	TR112105	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
MARISSA NOELLE HECKER																			
142285	06/28/2011	NT110308	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.00	\$85.00
ROSE MARIE JACKSON																			
142286	06/28/2011	TR111936	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
JAMES MATTHEW MURRAY																			
142287	06/28/2011	TR111734	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	499.90	90.10	\$598.00
ADAN BAUTISTA ASCANIO																			

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142288	06/28/2011	TR100933	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	76.90	210.10	\$295.00
CHRISTOPHER RAUL RUIZ																			
142289	06/28/2011	TR100934	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	194.90	180.10	\$380.00
CHRISTOPHER RAUL RUIZ																			
142290	06/28/2011	TR102553	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	180.00	\$680.00
CHRISTOPHER RAUL RUIZ																			
142291	06/28/2011	TR111927	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
NICHOLAS JAMES LAGRECA																			
142292	06/30/2011	TR020608	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	\$100.00
KIMBERLY NICOLE SHEPARD																			
142293	06/30/2011	TR112071	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	151.90	90.10	\$250.00
MARCIA S WILLSON																			
142294	06/30/2011	TR111974	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
JUDY ANN BOTELLO																			
142295	06/30/2011	TR112078	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
BRENDA ANN GUAJARDO																			
142296	06/30/2011	TR103821	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	50.00	\$200.00
PRISCILIA COLVIN																			
142297	06/30/2011	TR103943	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	88.00	0.00	\$88.00
CARESA LYNN WILLIAMS																			
142298	06/30/2011	TR091680	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
JAMES CULLEN FISCHETTI																			
142299	06/30/2011	TR112115	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	151.90	90.10	\$250.00
STEPHEN HARRAL DAVIS																			
142300	06/30/2011	TR103096	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	1,000.00	125.00	\$1,130.00
MICHELLE ANN MARTINEZ																			

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TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
142301	06/30/2011	TR110898	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	120.00	\$620.00
MICHELLE ANN MARTINEZ																			
142302	06/30/2011	NT110305	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	65.00	\$86.00
ALMA ROSA AGUILAR																			
142303	06/30/2011	TR103097	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	120.00	\$160.00
MICHELLE ANN MARTINEZ																			
142304	06/30/2011	TR104406	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	120.00	\$328.00
MICHELLE ANN MARTINEZ																			
142305	06/30/2011	TR094475	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.40	0.00	0.00	57.60	\$60.00
KYLE DANIEL MARRIOTT																			
142306	06/30/2011	TR094475	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.60	0.00	35.00	62.40	\$100.00
KYLE DANIEL MARRIOTT																			
142307	06/30/2011	TR095770	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	290.00	120.00	\$410.00
KYLE DANIEL MARRIOTT																			
142308	06/30/2011	TR111578	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	76.90	90.10	\$175.00
AMANDA NICOLE RANDLE																			
142309	06/30/2011	TW110236	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
DANELLE YVETTE SMITH																			
142310	06/30/2011	TR111579	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	44.90	60.10	\$110.00
AMANDA NICOLE RANDLE																			
142311	06/30/2011	TW110283	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.90	\$0.90
ANGELA KAY WITHROW																			
142312	06/30/2011	TW110283	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	64.10	\$415.00
ANGELA KAY WITHROW																			
142313	06/30/2011	TW110284	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00	\$60.00
ANGELA KAY WITHROW																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
142314	06/30/2011	TR111811	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	499.90	90.10	\$598.00
AARON LEMOND BRYANT																			
142315	06/30/2011	TW110122	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	\$250.00
RICHARD LEE SAVAGE																			
142316	06/30/2011	TR111094	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.00	0.00	\$75.00
JOLYNN MAILE SAILI																			
142317	06/30/2011	TR112205	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JENNIFER SUE HOWARD																			
142318	06/30/2011	TR111539	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	35.00	85.00	\$125.00
RUBEN HERNANDEZ																			
142319	06/30/2011	TR103969	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	0.00	0.00	5.00	0.00	0.00	90.10	\$108.00
JOHN EDWARD HOLCOMB																			
142320	06/30/2011	TR112204	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
JACLYN MICHEL K KIESCHNICK																			
142321	06/30/2011	TR112098	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
MISTY MICHELLE LIGHT																			
142322	06/30/2011	TR111697	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.90	90.10	\$99.00
MITCHELL JR EDWARDS																			
142323	06/30/2011	TR021153	2.00	0.00	15.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	200.00	55.00	\$280.00
RENE MICHELLE LONG																			
142324	06/30/2011	TR112174	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	96.90	90.10	\$195.00
LOURDES GANDARA CAMBUSTON																			
142325	06/30/2011	NT110245	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	70.00	\$190.00
KHALID AL-ASEERI																			
142326	06/30/2011	TR112081	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	\$10.00
RUDOLPH D MENDOZA																			

TRAN NO.	DATE PAID	CASE NUMBER	JCPT	DLQ	CVC	CJP	CR	GR	TFC	CS	DSC	DISM	COUNTY ARREST FEES	TPWL ARREST FEES	DPS ARREST FEES	TPWL FINE 85%	FINES	ALL OTHER	TOTAL
142327	06/30/2011	TR111692	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	24.90	90.25	\$123.15
RAYMOND SANMIGEL																			
142328	06/30/2011	JV110063	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	475.00	25.00	\$500.00
VICTORIA ROSE MURRILLO																			
142329	06/30/2011	LW110133	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	100.00	60.00	\$165.00
LARRY EARL RANCHER																			
142330	06/30/2011	TR112053	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	200.90	90.10	\$299.00
BOBBY WAYNE DAVIS																			
142331	06/30/2011	TR111217	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32.00	95.00	\$130.00
JOSE ROBERTO CHOJOLAN																			
142332	06/30/2011	TR112142	0.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	9.90	0.00	5.00	0.00	0.00	0.00	0.00	90.10	\$108.00
GERRY JAMES REPA																			
142333	06/30/2011	TR110817	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	39.00	110.00	\$154.00
JANICE KAY CANNADAY																			
142334	06/30/2011	TR111500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	110.00	\$610.00
JANICE KAY CANNADAY																			
																		0.00	\$0.00
CUMULATIVE TOTALS :			12.00	480.30	90.00	0.00	0.00	0.00	729.00	1,220.00	831.60	460.00	650.00	10.00	895.00	170.00	68,842.1	47,070.4	\$121,460.40

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4

Date Printed: 6/30/2011
Time Printed: 5:50:35PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4	CONTABLE ARREST FEE PCT	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341914
AFCAF	COUNTY ARREST FEE	131	645.00	585.00	175.00	15.00	200.00	0.00	195.00	55.00	5.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	180	895.00	887.40	172.40	20.00	305.00	0.00	390.00	7.60	0.00	0.00	0399-0000-208400
AFPPWA	PARKS & WILDLIFE ARREST	2	10.00	5.00	0.00	0.00	0.00	0.00	5.00	5.00	0.00	0.00	0399-0000-208400
CS	CHILD SAFETY	61	1,220.00	1,000.00	560.00	0.00	20.00	0.00	420.00	220.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	6	90.00	90.00	0.00	0.00	60.00	0.00	30.00	0.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	46	460.00	460.00	170.00	0.00	150.00	0.00	140.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	5	480.30	480.30	184.80	0.00	0.00	0.00	295.50	0.00	0.00	0.00	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	84	831.60	831.60	158.40	9.90	485.10	0.00	178.20	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	598	68,842.10	58,162.60	16,951.75	2,469.40	13,524.15	0.00	25,217.30	9,288.50	1,391.00	0.00	0100-0000-351304
JCPT	JUDICIAL COURT PERSONNE	6	12.00	12.00	0.00	0.00	8.00	0.00	4.00	0.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	2	170.00	85.00	0.00	0.00	0.00	0.00	85.00	85.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	245	729.00	717.00	141.00	21.00	282.00	0.00	273.00	12.00	0.00	0.00	0100-0000-341804

*** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column***

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONTABLE ARREST FEE	19	95.00	95.00	35.00	0.00	30.00	0.00	30.00	0.00	0.00	0.00	0100-0000-341914
AFGPD	GRANGER POLICE DEPAF	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
AFPPD	Arrest Fee Pflugerville PD	1	5.00	5.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
AFTHD	THRALL POLICE DEPART	1	5.00	5.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
AFTPD	TAYLOR POLICE DEPART	2	10.00	10.00	5.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
C1W.	CONSTABLE 1 WARRANT	21	1,000.00	774.00	174.00	0.00	200.00	0.00	400.00	226.00	0.00	0.00	0100-0000-341911
C2W.	CONSTABLE WARRANT I	3	150.00	50.00	0.00	0.00	50.00	0.00	0.00	100.00	0.00	0.00	0100-0000-341912
C3W.	CONSTABLE 3 WARRANT	4	200.00	150.00	0.00	0.00	150.00	0.00	0.00	50.00	0.00	0.00	0100-0000-341913
C4W	CONSTABLE 4 WARRANT	1	50.00	50.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341914
C4W.	CONSTABLE 4 WARRANT	17	850.00	300.00	0.00	0.00	0.00	0.00	300.00	550.00	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT C	479	18,747.90	17,514.30	5,089.95	360.00	4,551.00	0.00	7,513.35	1,193.60	40.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	479	1,416.45	1,323.93	381.72	27.00	348.24	0.00	566.97	89.52	3.00	0.00	0360-0000-341150
CHS2	COURTHOUSE SECURITY	1	1.00	1.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0361-0000-341154
CHS2A	COURTHOUSE SECURITY	471	464.15	434.31	127.24	9.00	111.08	0.00	186.99	28.84	1.00	0.00	0361-0000-341154
CMI	CORRECTIONAL MANAG	4	2.00	2.00	0.00	0.00	1.00	0.00	1.00	0.00	0.00	0.00	0399-0000-208730
COM	COMMITMENT	53	250.00	69.20	14.20	20.00	35.00	0.00	0.00	175.80	5.00	0.00	0100-0000-341804
CSS	SAFETY SEAT SYSTEMS I	2	0.30	0.30	0.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208721
CWF	WILLIAMSON COUNTY W	23	1,100.00	583.60	183.60	50.00	150.00	0.00	200.00	466.40	50.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIOI	6	30.00	30.00	0.00	0.00	20.00	0.00	10.00	0.00	0.00	0.00	0399-0000-208170
GWf	GRANGER POLICE DEPAF	2	100.00	100.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	467	920.30	862.62	254.48	16.00	218.16	0.00	373.98	55.68	2.00	0.00	0399-0000-208703
JCD	JUVENILE CRIME & DELI	6	2.50	2.50	0.00	0.00	1.50	0.00	1.00	0.00	0.00	0.00	0399-0000-208180
JCTF	JUSTICE COURT TECHNOC	477	1,880.60	1,757.24	508.96	36.00	456.32	0.00	755.96	119.36	4.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	472	1,860.60	1,741.24	508.96	36.00	448.32	0.00	747.96	115.36	4.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	472	2,780.90	2,603.86	763.44	52.00	666.48	0.00	1,121.94	171.04	6.00	0.00	0399-0000-208352
JURY	JURY FEE	3	9.00	9.00	0.00	0.00	6.00	0.00	3.00	0.00	0.00	0.00	0100-0000-341804
JURY FEE	JURY TRIAL FEE	1	5.00	5.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
MV	STATE CIVIL JUSTICE DA	218	21.60	21.00	4.90	0.70	8.30	0.00	7.10	0.60	0.00	0.00	0399-0000-208415
OVER	OVER PAYMENT OF FINE	5	17.00	17.00	0.00	0.00	17.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
REL	RELEASE	53	250.00	69.20	14.20	20.00	35.00	0.00	0.00	175.80	5.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	6	300.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	24	4,750.00	4,750.00	1,500.00	0.00	200.00	0.00	3,050.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	241	7,170.00	7,080.00	1,410.00	210.00	2,760.00	0.00	2,700.00	90.00	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	19	95.00	95.00	5.00	0.00	35.00	0.00	55.00	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	134	651.10	586.10	295.75	10.00	15.40	0.00	264.95	55.00	10.00	0.00	0100-0000-341914
TP	TIME PAYMENT	74	1,825.00	1,317.00	367.00	50.00	475.00	0.00	425.00	483.00	25.00	0.00	0399-0000-208860
TWF	TAYLOR POLICE DEPART	1	50.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY	5695	123,777.80	108,057.70	30,358.55	3,532.00	26,442.05	0.00	47,725.10	\$14,169.10	1,551.00	0.00
Direct Deposit	\$0.00										
Cash	\$30,358.55							CSR Credit	\$1,551.00		
Checks	\$3,532.00							Jail Credit	\$14,169.10	Post for Refund	\$0.00
Money Orders	\$26,442.05									Over Payments	\$0.00
Credit Cards :	\$47,725.10	Escrow Payments	\$0.00	Transaction Fee	\$0.00	Non-Monetary	\$0.00				
TOTAL CURRENCY	\$108,057.70	ESCROW PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL	\$15,720.10	TOTAL PAID	\$0.00		

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4

Date Printed: 6/30/2011
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GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	TOTALS
0100-0000-209600		0.00	85.00	85.00	0.00	170.00
0100-0000-209700		17.00	0.00	0.00	0.00	17.00
0100-0000-341804		4,735.40	4,469.20	1,520.00	0.00	10,724.60
0100-0000-341904		30.00	0.00	10.00	0.00	40.00
0100-0000-341911		374.00	400.00	226.00	0.00	1,000.00
0100-0000-341912		50.00	0.00	100.00	0.00	150.00
0100-0000-341913		150.00	0.00	50.00	0.00	200.00
0100-0000-341914		396.15	704.95	605.00	0.00	1,706.10
0100-0000-351304		32,945.30	25,217.30	10,679.50	0.00	68,842.10
0360-0000-341150		756.96	566.97	92.52	0.00	1,416.45
0361-0000-341154		248.32	186.99	29.84	0.00	465.15
0372-0000-341144		1,001.28	755.96	123.36	0.00	1,880.60
0399-0000-208160		10,000.95	7,513.35	1,233.60	0.00	18,747.90
0399-0000-208170		20.00	10.00	0.00	0.00	30.00
0399-0000-208180		1.50	1.00	0.00	0.00	2.50
0399-0000-208235		993.28	747.96	119.36	0.00	1,860.60
0399-0000-208300		60.00	30.00	0.00	0.00	90.00
0399-0000-208352		1,481.92	1,121.94	177.04	0.00	2,780.90
0399-0000-208400		497.40	395.00	12.60	0.00	905.00
0399-0000-208425		4,380.00	2,700.00	90.00	0.00	7,170.00
0399-0000-208500		8.00	4.00	0.00	0.00	12.00
0399-0000-208730		1.00	1.00	0.00	0.00	2.00
0399-0000-208860		892.00	425.00	508.00	0.00	1,825.00
0399.0000.208703		488.64	373.98	57.68	0.00	920.30
0399-0000-208721		0.30	0.00	0.00	0.00	0.30
0399-0000-208415		13.90	7.10	0.60	0.00	21.60
0100-0000-207027		604.50	1,712.90	0.00	0.00	2,317.40
01.0100.0000.207017	DLQ FEE	184.80	295.50	0.00	0.00	480.30
TOTALS:		60,332.60	47,725.10	15,720.10	0.00	123,777.80

Receipt Numbers
141662 - 142334

Local Government Investment Cooperative Resolution Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Celia Villarreal, County Treasurer
Submitted For: Vivian Wood
Department: County Treasurer
Agenda Category: Consent

Information

Agenda Item

Resolution approving and authorizing execution of an interlocal agreement for participation in a public funds investment cooperative, designating the board of directors of the cooperative as an agency and instrumentality to supervise the cooperative, approving investment policies of the cooperative, appoint authorized representatives and designating investment officers.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [LOGIC JULY 2011](#)

Form Routing/Status

Form Started By: Celia Villarreal Started On: 07/06/2011 10:18 AM
 Final Approval Date: 07/06/2011

Local Government Investment Cooperative Resolution

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT FOR PARTICIPATION IN A PUBLIC FUNDS INVESTMENT COOPERATIVE (THE "COOPERATIVE"), DESIGNATING THE BOARD OF DIRECTORS OF THE COOPERATIVE AS AN AGENCY AND INSTRUMENTALITY TO SUPERVISE THE COOPERATIVE, APPROVING INVESTMENT POLICIES OF THE COOPERATIVE, APPOINTING AUTHORIZED REPRESENTATIVES AND DESIGNATING INVESTMENT OFFICERS.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended (the "Interlocal Act"), permits any "local government" to contract with one or more other "local governments" to perform "governmental functions and services," including investment of public funds (as such phrases are defined in the Interlocal Act);

WHEREAS, the Interlocal Act authorizes the contracting parties to any interlocal agreement to contract with agencies of the State of Texas, within the meaning of Chapter 771 of the Government Code,

WHEREAS, the Act permits the contracting parties to any interlocal agreement to create an administrative agency to supervise the performance of such interlocal agreement and to employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of such interlocal agreement;

WHEREAS, the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, as amended (the "PFIA"), authorizes the entities described in Subsection (a) of the PFIA to invest their funds in an eligible public funds investment pool, and the Local Government Investment Cooperative intends to become and remain an eligible public funds investment pool, under the terms and conditions set forth in PFIA;

WHEREAS, WILLIAMSON COUNTY TEXAS (the "Government Entity") desires to enter into that certain Interlocal Agreement (the "Agreement"), a copy of which is presented with this Resolution and is incorporated herein by reference, and to become a participant in a public funds investment pool created thereunder and under PFIA, to be known as Local Government Investment Cooperative (the "Cooperative");

WHEREAS, the Government Entity is a Government Entity as defined in the Agreement; and

WHEREAS, the Government Entity desires to cause administration of the Cooperative to be performed by a board of directors (the "Board"), which shall be an administrative agency created under the Interlocal Act; and

WHEREAS, the Government Entity desires to designate the Board as its agency and instrumentality with authority to supervise performance of the agreement, employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of the Agreement;

WHEREAS, each capitalized term used in this Resolution and not otherwise defined has the same meaning assigned to it in the Agreement;

NOW, THEREFORE, BE IT RESOLVED:

1. The Agreement is hereby approved and adopted and, upon execution thereof by an Authorized Representative (defined below) and receipt of the Government Entity's application to join the Cooperative by the Administrator, the Government Entity shall become a Participant in the Cooperative for the purpose of investing its available funds therein from time to time in accordance with its terms.

2. The Board is hereby designated as an agency and instrumentality of the Government Entity, and the Board shall have the authority to supervise performance of the Agreement and the Cooperative, employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of the Agreement.

3. The investment policies of the Cooperative, as set forth in the document entitled Investment Policies, as summarized in the Information Statement, and as may be amended from time to time by the Board, are hereby adopted as investment policies of the Government Entity with respect to money invested in the Cooperative, and any existing investment policies of the Government Entity in conflict therewith shall not apply to investments in the Cooperative.

4. The following officers, officials or employees of the Government Entity are hereby designated as "Authorized Representatives" within the meaning of the Agreement, with full power and authority to: execute the Agreement, an application to join the Cooperative and any other documents required to become a Participant; deposit money to and withdraw money from the Government Entity's Cooperative account from time to time in accordance with the Agreement and the Information Statement; and take all other actions deemed necessary or appropriate for the investment of funds of the Government Entity:

1. Name: <u>Vivian L. Wood</u>	Title: <u>Treasurer</u>
Signature: <u><i>Vivian L. Wood</i></u>	Phone: <u>512-943-1540</u>
	Email: <u>vwood@wilco.org</u>
2. Name: <u>Kathy S. Kohutek</u>	Title: <u>Assistant Treasurer</u>
Signature: <u><i>Kathy S. Kohutek</i></u>	Phone: <u>512-943-1540</u>
	Email: <u>kkohutek@wilco.org</u>
3. Name: <u>Celia M. Villarreal</u>	Title: <u>Assistant Treasurer</u>
Signature: <u><i>Celia M. Villarreal</i></u>	Phone: <u>512-943-1540</u>
	Email: <u>cvillarreal@wilco.org</u>
4. Name: <u>Rose Nemec</u>	Title: <u>Assistant Treasurer</u>
Signature: <u><i>Rose Nemec</i></u>	Phone: <u>512-943-1540</u>
	Email: <u>rnemec@wilco.org</u>

In accordance with Cooperative procedures, an Authorized Representative shall promptly notify the Cooperative in writing of any changes in who is serving as Authorized Representatives.

5. **{Required}** List the name of the Authorized Representative listed above that will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements

Name: *Kathy S. Kohutek*

6. **{Optional}** In addition, the following additional Participant representative (not listed above) is designated as an Inquiry Only Representative authorized to obtain account information:

Name: <u>Rose Pena</u>	Title: <u>Assistant Treasurer</u>
Signature: <u><i>Rose Pena</i></u>	Phone: <u>512-943-1540</u>
	Email: <u>rosepena@wilco.org</u>

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's chief executive officer.

7. **{Required}** Taxpayer Identification Number.

Applicant's taxpayer identification number is 74-6000978

8. **{Required}** Contact Information.

Applicant primary mailing address:

Vivian L. Wood

Applicant physical address (if different):

710 Main Street, Suite 105

Applicant main phone number:

512-943-1540

Applicants main fax number:

512-943-1590

In addition to the foregoing Authorized Representatives, each Investment Officer of the Cooperative appointed by the Board from time to time is hereby designated as an investment officer of the Government Entity and, as such, shall have responsibility for investing the share of Cooperative assets representing funds of the Government Entity. Each depository and custodian appointed by the Board from time to time are hereby designated as a depository and custodian of the Government Entity for purposes of holding the share of Cooperative assets representing funds of the Government Entity.

PASSED AND APPROVED this _____ day of _____, 20____

By: _____ Attest: _____

Printed Name and Title

Printed Name and Title

OFFICIAL SEAL OF APPLICANT (REQUIRED BELOW)

2010 2011 Agreement with City of Taylor regarding Emergency Service District.**Commissioners Court - Regular Session**

Date: 07/12/2011
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Consent

Information**Agenda Item**

Discuss and take appropriate action regarding Agreement 2010 2011 with City of Taylor FD.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Agreement Taylor FD 2010 2011](#)

Form Routing/Status

Form Started By: Peggy Vasquez
Started On: 06/24/2011 04:22 PM
Final Approval Date: 06/29/2011

AGREEMENT BETWEEN WILLIAMSON COUNTY TEXAS AND WILLIAMSON COUNTY EMERGENCY SERVICE ORGANIZATIONS

THIS EMERGENCY SERVICE ORGANIZATION AGREEMENT ("Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS ("Williamson County") and the following named Williamson County Emergency Service Organizations, acting through their governing bodies: WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICTS NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 each being a separate emergency service district created and described under Chapter 775 of the Texas Health and Safety Code; the CITY OF CEDAR PARK, TEXAS; the CITY OF GEORGETOWN, TEXAS; the CITY OF LEANDER, TEXAS; the CITY OF ROUND ROCK, TEXAS; the CITY OF TAYLOR, TEXAS; the BARTLETT VOLUNTEER FIRE DEPARTMENT; the COUPLAND VOLUNTEER FIRE DEPARTMENT; the FLORENCE VOLUNTEER FIRE DEPARTMENT; the GRANGER VOLUNTEER FIRE DEPARTMENT; the; JARRELL VOLUNTEER FIRE DEPARTMENT; the JOLLYVILLE VOLUNTEER FIRE DEPARTMENT; the SAM BASS VOLUNTEER FIRE DEPARTMENT; the TAYLOR VOLUNTEER FIRE DEPARTMENT; the THRALL VOLUNTEER FIRE DEPARTMENT; and the WEIR VOLUNTEER FIRE DEPARTMENT (being collectively referred to herein as the "Emergency Service Organization(s)" or "ESO").

I.

Obligations of Emergency Service Organizations

To ensure that all of the parties hereto are treated equally while providing the emergency services that are needed by individuals in the county, Williamson County and the Emergency Service Organizations agree to establish minimum services that must be provided by each agency.

A. Services provided by Emergency Service Organizations

Each of the Emergency Service Organizations shall provide and/or participate in the following:

1. Medical First Response
2. Participation in one or more of the following:
 - Hazardous Material Team
 - Swift Water Team
 - Technical Rescue Team
 - County Resource Coordination
 - Incident Management Team

B. Emergency Service Organizations Performance Standards

To measure the quality of service provided and ensure that those receiving funds are meeting national requirements set for emergency service organizations, the following standards must be met and maintained in order to be eligible for funding from Williamson County.

Each of the Emergency Service Organizations must:

1. Meet National Incident Management System ("NIMS") requirements by having department personnel complete the necessary training courses as established by the Federal Emergency Management Agency. Annually, each of the Emergency Service Organizations shall provide a letter confirming all organization personnel are current with necessary NIMS requirements. In the event an ESO is unable to provide a letter due to having personnel that is not current with necessary NIMS requirements, such ESO must provide a letter explaining why the personnel is not current and provide a reasonable date in which the personnel will become compliant.
2. Through active participation in the Williamson County Fire Chiefs Association and its committees, assist in developing guidelines for safety procedures that each ESO could apply in order to be able to adhere to National Standards during emergency events.
3. Each ESO must respond or have, in writing, an agreement with other agencies to respond when the primary agency is not available. Each ESO's response shall be made in accordance with the approved dispatch policy, which requires a minimum of 80% call response of the calls for service initiated in the agency's response district.

C. Emergency Medical Service Involvement

Each ESO hereby agrees and acknowledges that Williamson County E.M.S. shall be the 911 Emergency Medical Services provider within each of the Emergency Service Organizations' jurisdictions.

Emergency Service Organizations shall operate a first responder program under the Williamson County Medical Director; participate in jointly developed quality assurance and quality improvement programs, credentialing programs and training programs. These programs will be provided and developed in conjunction with the Williamson County Medical Director, Williamson County EMS and members of the Williamson County Fire Chiefs Association.

As part of this Agreement, emergency medical services supplies shall be exchanged between Williamson County and the Emergency Service Organizations on a one for one basis used on a medical call.

II.

Prevention and Investigation

Williamson County will support and assist fire departments of the Emergency Services Organizations with establishing a working relationship with the Williamson County Sheriff's Office and the Williamson County Constable Offices in relation to arson investigations. To the extent that such agencies are able to provide arson investigators and resources related to arson

investigations, such agencies will endeavor to assist Fire Investigators from the fire departments of the Emergency Services Organizations with fire investigations.

III.

Reimbursement Formula and Consideration

In consideration of the agreements made herein and the services performed by the Emergency Service Organizations, Wilco agrees to reimburse each ESO an amount of money based on the following reimbursement formula (the "Formula"):

1. Two Hundred Dollars (\$200) for each square mile of an ESO district; plus
2. Seventy Cents (\$.70) for each person that resides in the district covered by the ESO.

The amount of reimbursement shall be adjusted annually in order to take into account population changes within each ESO's district. The amount of the funding shall be set on or before August 1st of each year prior to the year of disbursement with the amount being divided into two separate installments, with the first installment being paid in the spring (prior to April 1st) and the second installment being paid in the fall (prior to September 30th) of each year during the term of this Agreement.

The population in an ESO's district shall be determined by using a three (3) people per one (1) living unit ratio; provided, however, in no event shall any ESO's district population exceed the officially adopted total population set forth by the Texas State Data Center.

Each year during the term of this Agreement, Williamson County shall also provide Twenty Thousand Dollars (\$20,000) to the Williamson County Fire Chiefs Association. Such funds shall be solely expended on support training programs and coordination efforts of the Williamson County Fire Chiefs Association in relation to the provision of emergency services in Williamson County, Texas. These funds are payable at the beginning of each fiscal budget year of Williamson County.

The parties to this Agreement hereby agree that the initial term of this Agreement shall be executed to have begun as of October 1st, 2010, with the end of the initial term being September 30, 2011. Any reimbursement and/or consideration due as of the time this Agreement is fully executed by all parties hereto shall be paid by Williamson County to each ESO within thirty (30) day from the date of the last party's execution hereof provided that such ESO has been in compliance with the terms and conditions of this Agreement since October 1, 2010.

IV.

Failure to Meet Conditions; Suspension of Funding and Termination

If any of the Emergency Service Organizations commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), Williamson County shall deliver written notice of such breach to the breaching Emergency Service Organization. Such notice must specify the nature of the breach and inform the breaching Emergency Service Organization

that unless the breach is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate the breaching Emergency Service Organization. If the breaching Emergency Service Organization begins a good faith attempt to cure the breach within thirty (30) days, then and in that instance the thirty (30) day period may be extended by Williamson County, so long as the breaching Emergency Service Organization continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the breach. Williamson County may suspend all funding that may be due to the breaching Emergency Service Organization until which time that the breaching Emergency Service Organization cures the Event of Breach.

If, in the opinion of Williamson County, the breaching Emergency Service Organization does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the breach, such Emergency Service Organization shall be deemed to be in breach and Williamson County may deliver written notice to the breaching Emergency Service Organization and Governing Body which specifies the following:

1. Nature and description of the breach;
2. Date on which the original thirty (30) day notice of the breach was tendered to the breaching Emergency Service Organization;
3. Description of the failure of the breaching Emergency Service Organization to cure timely; and
4. The effective date of the termination of the Emergency Service Organization.

Following the effective date of termination of an Emergency Service Organization, such terminated Emergency Service Organization shall no longer receive any funding or any other rights, privileges or benefits under this Agreement. Furthermore, a terminated Emergency Service Organization shall, within thirty (30) day of the effective date of termination, be obligated to reimburse Williamson County for all amounts of funding that Williamson County provided to the terminated Emergency Service Organization during the fiscal year in which the termination occurs.

In the event that a governing body of any of the Emergency Service Organizations fails to ratify and execute this Agreement or any subsequent amendments, Williamson County may suspend any funding to such Emergency Service Organizations until such time as approval and/or ratification is obtained.

In the event that an ESO, other than an ESO that is a municipal fire department or emergency service district, is terminated as set forth above, the Williamson County Commissioners Court, upon a review and receipt of an advisory recommendation by the Williamson County Fire Chiefs Association, may request another ESO to cover and respond to all or parts of the response district of the terminated ESO. The agency accepting such terminated ESO's response district or portions thereof would be entitled to an appropriate share of funds from Williamson County based on the reimbursement Formula set forth in this Agreement. Such share of funds shall start on the next scheduled payment.

V.
Right to Withdraw

Any party to this Agreement has the right to withdraw from this Agreement by providing express written notice of its decision to withdraw to Williamson County and to all other Emergency Service Organizations at least ninety (90) days prior to its projected withdrawal date. Following the effective date of a party's withdrawal, such withdrawing party shall no longer receive any future funding or any other rights, privileges or benefits under this Agreement. If an ESO should withdraw prior to receipt of an upcoming installment payment, such ESO shall only be allowed to receive a pro rata portion of the next installment payment based on the period of time that such ESO actually provided services.

VI.
Term of Agreement; And Effective Date

As set forth herein, the initial term of this Agreement shall be deemed to be effective as of October 1, 2010 and shall continue until September 30, 2011. Each term of this Agreement shall be for one (1) year and shall automatically renew each year thereafter for one (1) year terms unless notification of an ESO's intent to not renew is sent to all other parties at least ninety (90) days prior to the last day of the then current term.

Each ESO acknowledges that Williamson County shall also have the right not to renew this Agreement provided that Williamson County sends notice of its intent not to renew to all Emergency Service Organizations at least ninety (90) days prior to the last day of the then current term.

The parties are subject to the rights of termination and suspension as contained herein.

VII.
Related Agreements

The parties to this Agreement acknowledge that there may be existing mutual aid agreements and/or other related agreement between the parties relating to the provision of emergency services. The parties to this Agreement do not intend for the terms or conditions of this agreement to supplant, terminate or otherwise affect the terms and conditions of any other agreements between any of the parties hereto.

VIII.
Relationship of the Parties

The parties to this Agreement shall act in individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other party for any purposes whatsoever.

The parties to this Agreement shall act in accordance with the policies, ordinances, and procedures established by the parties' own governing body. All claims for Workers' Compensation benefits arising out of this Agreement shall be the sole responsibility of the party who is the general employer of the employee or volunteer filing such claim. At no time shall the employees or volunteers of another party be considered to be borrowed servants or on loan to any other party to this Agreement. Each party hereto shall hold all other parties harmless from all liability for injuries or damages to persons or property that might occur as a result of the act or omission of an act of the employees or volunteers of such party. Furthermore, any civil liability that results from the acts of a party hereto or from the acts of any of its employees, volunteers, agents, officers or representatives shall remain the sole responsibility of the party that causes such civil liability.

IX.

Miscellaneous Provisions

- A. Funds Owed County.** If an Emergency Service Organization becomes obligated to pay or reimburse funds to Williamson County under this Agreement or under any other agreement with Williamson County, the governing body of such Emergency Service Organization hereby agrees and does assign to Williamson County any property tax payments, which come into the possession of Williamson County and that would otherwise be due such Emergency Service Organization and/or its governing body, so that all amounts of funding that is owed to Williamson County is paid to Williamson County.
- B. Breach of Other Agreements.** If an Emergency Service Organization and/or its governing body is in breach of any other agreement to which Williamson County is a party, Williamson County may suspend all funding under this Agreement to such Emergency Service Organization until such time that the breach is cured.
- C. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of all parties shall be construed and enforced in accordance therewith. All parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be valid and enforceable.
- D. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement, and that there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- E. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any party hereto, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Each party hereto does not waive, modify, or alter to any extent whatsoever the

availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

- F. Assignment.** The rights and duties of the party parties hereto may not be assigned or delegated without the prior written consent of all parties. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.
- G. Compliance with Applicable Laws.** All parties agree to comply with all applicable federal, state and local ordinances, laws, rules, regulations, and lawful orders of any public authority.
- H. Non-Appropriation and Fiscal Funding.** The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of any party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate this Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.
- I. Execution in Multiple Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be considered an original, and all of which shall be considered as one original fully executed as of the date when all parties have executed an identical counterpart, notwithstanding the fact that all signatures may not appear on the same counterpart.
- J. Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever which is not expressly stated in this Agreement has been made by any party, or its respective officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective as of the 1st day of October, 2011.

EMERGENCY SERVICE ORGANIZATIONS:

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 4

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 5

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 6

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 7

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 8

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 9

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 10

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

CITY OF CEDAR PARK, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

CITY OF GEORGETOWN, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

CITY OF LEANDER, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

CITY OF ROUND ROCK, TEXAS

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20__

CITY OF TAYLOR, TEXAS

By: Don Hill

Printed Name: Dan Hill, MAYOR

Representative Capacity: _____

Date: June 9, 2011

BARTLETT VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

COUPLAND VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

FLORENCE VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

GRANGER VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

JARRELL VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

JOLLYVILLE VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

SAM BASS VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

TAYLOR VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

THRALL VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WEIR VOLUNTEER FIRE DEPARTMENT

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

WILLIAMSON COUNTY:

By: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 20____

Weekly Asset Transfers

Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Patrick Strittmatter
Department: Purchasing
Agenda Category: Consent

Information

Agenda Item

Consider authorizing the transfer of various equipment items through inter-office transfer, auction, donation, destruction, or trade-in.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Asset Transfer Forms](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 07/06/2011 09:08 AM
Final Approval Date: 07/06/2011

FAX 9431567

Williamson County

Asset Status Change Form

The following asset(s) is(are) considered for: (select one)
☐ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county

☒ SALE at the earliest auction *

☐ DONATION to a non-county entity

☐ DESTRUCTION due to
Public Health / Safety
Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP Scanjet 7650	L1941A	AC3	non working
1	Type writer IBM			non working
1	HP Laserjet printer		100292	non working

Parties involved:FROM (Transferor Department): MAGISTRATE 435 District Courts

Transferor - Elected Official/Department Head/

Authorized Staff:

Donna Connell
Judge Tom Easter
 Print Name

Contact Person:

Donna Connell
360 District Court
Tom Easter
 Print Name

Signature

Date

Phone Number

572-943-1377/943-1368

TO (Transferee Department/Auction/Trade-in/Donor):

Transferee - Elected Official/Department Head/

 Authorized Staff OR Donee - Representative: (If being
approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Williamson County

Asset Status Change Form

The following asset(s) is(are) considered for: (select one)

- ☐ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☒ SALE at the earliest auction *
 ☐ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	creme colored steel floor safe, 38" x 38" x 27"	29140-1	none	Working
1	commercial 2 door refrigerator w/ shelving	D0167363	none	Non-Working
				Non-Working
				Non-Working
				Non-Working

Parties involved:
FROM (Transferor Department): 560 Law Enforcement


Transferor - Elected Official/Department Head/
Authorized Staff:
Contact Person:

LC Marshall

Paul Swisher

Print Name

Print Name

Signature

Date

+1 (512) 943-1349

Phone Number

TO (Transferee Department/Auction/Trade-in/Donor): AUCTION

Transferee - Elected Official/Department Head/
Authorized Staff OR Donor - Representative: (If being approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Date

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Williamson County

Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)

- ☐ TRANSFER bet ween county departments ☐ TRADE-IN for new assets of similar type for the county ☐ DESTRUCTION due to Public Health / Safety
☒ SALE at the earliest auction * ☐ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	SummaSign T750 Sign Plotter	170301-10001	na	Working
1	Dell Optiplex GX 240	ET FB41711	C00316	Non-Working
1	Dell Dimsneion XPS T700	97C3108	C00330	Non-Working
1	Dell CRT			Non-Working
1	Signer by Gerber - Sign Maker			Non-Working

Parties involved:**FROM** (Transferor Department): Infrastructure - Road & Bridge

WRS

**Transferor - Elected Official/Department Head/
Authorized Staff:**
Contact Person:

Print Name

Lisa Pohlmeier

Print Name

Signature

Date Phone Number

943-3364

RECEIVED

JUN 27 2011

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS**TO** (Transferee Department/Auction/Trade-in/Donee): Auction**Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative:** (If being

approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

J. TERRON EVERTSON 6/27/11 (512) 943-3849
 J. Terron E.

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____

Williamson County

Asset Status Change Form

The following asset(s) is(are) considered for: (select one)

- ☐ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☒ SALE at the earliest auction *
 ☐ DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Ice Machine, Scotsman, Model # CME506AS-1D	Ser. # 404575-11R	N/A	Non-Working

Parties involved:**FROM** (Transferor Department): Building Maintenance**Transferor - Elected Official/Department Head/****Authorized Staff:****Contact Person:**

Gary Wilson

James Whetston

Print Name

Print Name

Signature

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donor): Auction**Transferee - Elected Official/Department Head/****Authorized Staff OR Donee - Representative:** (If being approved for Sale or Trade-in, no signature is necessary.)**Contact Person:**

Print Name

Print Name

Signature

Date Phone Number

RECEIVED

JUN 24 2011

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

Forward to County Auditor's Office

This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

If for Sale, the asset(s) was(were) delivered to warehouse on _____ by _____



Williamson County

Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:				
2FAFP71W47X160353	SO <u>1560</u>	SA0749		
Vehicle Identification Number	Department	Door Number		
1034739	2007	FORD	CROWN VICTORIA	BLKWHT
License Plate Number	Year	Make	Model	Color
2) Reason for Status Change:				
<input type="checkbox"/> Accident				
Attach: 1. A Damage to County Property Incident Report				
2. The Official Accident Report				
3. A Vehicle Insurance / Litigation Release Form				
<input checked="" type="checkbox"/> High Mileage: List actual mileage <u>99,117</u>				
<input type="checkbox"/> Not mechanically sound				
<input type="checkbox"/> Other: Explain				
3) Elected Official/Department Head/Authorized Staff				
Print <u>L.C. Marshall</u>		Signature <u>[Signature]</u>		Date <u>6-27-11</u>

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)	
<input checked="" type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="radio"/> TRANSFER between county departments
<input type="radio"/> TRADE-IN for new assets of same general type for the county	Comments: _____
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department: _____
<input type="radio"/> OTHER _____	Elected Official/Department Head/Authorized Staff or Donee - Representative: _____
	Print Name: _____
	Signature and Date: _____
	Contact name and Number: _____
2) <input type="checkbox"/> Vehicle Marked for Auction and moved to Auction Yard	
<input checked="" type="checkbox"/> Forward forms and reports to County Auditor's Office	
Print <u>Mike Fox</u>	Signature <u>[Signature]</u> Date <u>6-27-11</u>



Williamson County

Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:				
2FAFP71W43X111678	SO	SA0320		
Vehicle Identification Number	Department	Door Number		
VHC206	2003	FORD	CROWN VICTORIA	BLACK GRP
License Plate Number	Year	Make	Model	Color
2) Reason for Status Change:				
<input type="checkbox"/> Accident				
Attach:				
1. A Damage to County Property Incident Report				
2. The Official Accident Report				
3. A Vehicle Insurance / Litigation Release Form				
<input checked="" type="checkbox"/> High Mileage: List actual mileage 106,172				
<input type="checkbox"/> Not mechanically sound				
<input type="checkbox"/> Other: Explain				
3) Elected Official/Department Head/Authorized Staff				
Print L.C. Marshall		Signature		Date 6-27-11

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)		
<input checked="" type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="radio"/> TRANSFER between county departments	
<input type="radio"/> TRADE-IN for new assets of same general type for the county	Comments:	
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department:	
<input type="radio"/> OTHER	Elected Official/Department Head/Authorized Staff or Donee - Representative:	
	Print Name:	
	Signature and Date:	
	Contact name and Number:	
2) <input type="checkbox"/> Vehicle Marked for Auction and moved to Auction Yard		
<input checked="" type="checkbox"/> Forward forms and reports to County Auditor's Office		
Print Mike Fox III	Signature	Date 6-27-11



Williamson County

Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

1FTNX20F42EA40332

Vehicle Identification Number

SO / 560

Department

SB0203

Door Number

892168

License Plate Number

2002

Year

FORD

Make

F250 XCAB

Model

WHT

Color

2) Reason for Status Change:

☐ Accident

Attach:

1. A Damage to County Property Incident Report

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 156,623

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print L.C. MARSHALL

Signature [Signature]

Date 6-27-11

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☒ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation

☐ TRANSFER between county departments

☐ TRADE-IN for new assets of same general type for the county

Comments:

☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Receiving Department:

☐ OTHER

Elected Official/Department Head/Authorized Staff or Donee - Representative:

Print Name:

Signature and Date:

Contact name and Number:

2) ☐ Vehicle Marked for Auction and moved to Auction Yard

☒ Forward forms and reports to County Auditor's Office

Print Mike Fox

Signature [Signature]

Date 6-27-11



Williamson County

Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:		SO / 410-413		SB0215
3GNEK13T92G108537		Department		Door Number
Vehicle Identification Number				
06WHH4	2002	CHEVY	AVALANCHE	WHT
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

☐ Accident

Attach:

1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 118,930

☐ Not mechanically sound

☒ Other: Explain ELECTRICAL ISSUES — WON'T RUN UNLESS REPAIRED
COSTS EXCEED VALUE

3) Elected Official/Department Head/Authorized Staff

Print L.C. Marshall Signature [Signature] Date 4-4-11

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☒ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation

☐ TRANSFER between county departments

☐ TRADE-IN for new assets of same general type for the county

☐ SALE to a government entity / civil or charitable organization in the county at fair market value

☐ OTHER

Comments:

Receiving Department:

Elected Official/Department Head/Authorized Staff or Donee Representative:

Print Name:

Signature and Date:

Contact name and Number:

2) ☐ Vehicle Marked for Auction and moved to Auction Yard

☒ Forward forms and reports to County Auditor's Office

Print Mike Fox Signature [Signature] Date 6-22-11



Williamson County

Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:		SO / 560		SA0304
2FAFP71W23X111680		Department		Door Number
TKM497	2003	FORD	CROWN VICTORIA	GRN
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

☐ Accident

Attach: 1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 103,700

☐ Not mechanically sound

☒ Other: Explain Lifetime maintenance costs exceed 26% of purchase price, expected life in fleet exceeds 170%.

3) Elected Official/Department Head/Authorized Staff

Print L. C. MARSHALL Signature [Signature] Date 4-4-11

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☒ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation

☐ TRADE-IN for new assets of same general type for the county

☐ SALE to a government entity / civil or charitable organization in the county at fair market value

☐ OTHER

☐ TRANSFER between county departments

Comments: _____

Receiving Department: _____

Elected Official/Department Head/Authorized Staff or Donee-Representative: _____

Print Name: _____

Signature and Date: _____

Contact name and Number: _____

2) ☐ Vehicle Marked for Auction and moved to Auction Yard

☒ Forward forms and reports to County Auditor's Office

Print Mike Fox Signature [Signature] Date 6-27-11



Williamson County

Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

2FAHP71W84X138165

Vehicle Identification Number

SO

Department

SA0413

Door Number

873530

License Plate Number

2004

Year

FORD

Make

CV

Model

BLKWHT

Color

2) Reason for Status Change:

☐ Accident

Attach:

1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 96,392

☐ Not mechanically sound

☒ Other: Explain Life in fleet equals 175% of expected life, maintenance costs exceed 32% of vehicle purchase price.

3) Elected Official/Department Head/Authorized Staff

Print

LC MARSHALL

Signature

[Signature]

Date

4-14-11

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☒ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation

☐ TRANSFER between county departments

☐ TRADE-IN for new assets of same general type for the county

Comments:

☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Receiving Department:

☐ OTHER

Elected Official/Department Head/Authorized Staff or Donee - Representative:

Print Name:

Signature and Date:

Contact name and Number:

2) ☐ Vehicle Marked for Auction and moved to Auction Yard

☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox

Signature

[Signature]

Date

6-22-11



Williamson County

Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:				
2FAHP71W04X138158		SO / 560		SA0417
Vehicle Identification Number		Department		Door Number
873526	2004	FORD	CROWN VICTORIA	BLKWHT
License Plate Number	Year	Make	Model	Color
2) Reason for Status Change:				
<input type="checkbox"/> Accident				
Attach:				
1. A Damage to County Property Incident Report				
2. The Official Accident Report				
3. A Vehicle Insurance / Litigation Release Form				
<input checked="" type="checkbox"/> High Mileage: List actual mileage 100,315				
<input type="checkbox"/> Not mechanically sound				
<input checked="" type="checkbox"/> Other: Explain Lifetime maintenance costs exceed 34% of purchase price, expected life in fleet exceeds 100%.				
3) Elected Official/Department Head/Authorized Staff				
Print L.C. Marshall		Signature [Signature]		Date 4-4-11

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)	
<input checked="" type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="radio"/> TRANSFER between county departments
<input type="radio"/> TRADE-IN for new assets of same general type for the county	Comments:
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department:
<input type="radio"/> OTHER	Elected Official/Department Head/Authorized Staff or Donee Representative:
	Print Name:
	Signature and Date:
	Contact name and Number:
2) <input type="checkbox"/> Vehicle Marked for Auction and moved to Auction Yard	
<input checked="" type="checkbox"/> Forward forms and reports to County Auditor's Office	
Print Mike Fox	Signature [Signature] Date 6-29-11



Williamson County

Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:				
2FAFP71W45X148488		SO		SA0506
Vehicle Identification Number		Department		Door Number
897267	2005	FORD	CV	BLKWHT
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

☐ Accident

Attach: 1. A Damage to County Property Incident Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 124,219

☐ Not mechanically sound

☒ Other: Explain Life in fleet exceeds 145% of expected life, maintenance costs exceed 35% of vehicle purchase price.

3) Elected Official/Department Head/Authorized Staff

Print LC MARSHALL Signature [Signature] Date 4-7-11

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☒ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation

☐ TRANSFER between county departments

☐ TRADE-IN for new assets of same general type for the county

☐ SALE to a government entity / civil or charitable organization in the county at fair market value

☐ OTHER

Comments: _____

Receiving Department: _____

Elected Official/Department Head/Authorized Staff or Donee - Representative: _____

Print Name: _____

Signature and Date: _____

Contact name and Number: _____

2) ☐ Vehicle Marked for Auction and moved to Auction Yard

☒ Forward forms and reports to County Auditor's Office

Print Mike Fox Signature [Signature] Date 6-27-11



Williamson County

Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:				
2FAFP71W57X157736		SO		SA0727
Vehicle Identification Number		Department		Door Number
1034728	2007	FORD	CV	BLKWHT
License Plate Number	Year	Make	Model	Color
2) Reason for Status Change:				
<input type="checkbox"/> Accident				
Attach: 1. A Damage to County Property Incident Report				
2. The Official Accident Report				
3. A Vehicle Insurance / Litigation Release Form				
<input checked="" type="checkbox"/> High Mileage: List actual mileage 97,420				
<input type="checkbox"/> Not mechanically sound				
<input checked="" type="checkbox"/> Other: Explain Life in fleet equals 90% of expected life, maintenance costs exceed 18% of vehicle purchase price.				
3) Elected Official/Department Head/Authorized Staff				
Print LC MARSHALL		Signature JCM Marshall		Date 4-14-11

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)	
<input checked="" type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="radio"/> TRANSFER between county departments
<input type="radio"/> TRADE-IN for new assets of same general type for the county	Comments:
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department:
<input type="radio"/> OTHER	Elected Official/Department Head/Authorized Staff or Donee-Representative:
	Print Name:
	Signature and Date:
	Contact name and Number:
2) <input type="checkbox"/> Vehicle Marked for Auction and moved to Auction Yard	
<input checked="" type="checkbox"/> Forward forms and reports to County Auditor's Office	
Print Mike Fox	Signature [Signature] Date 6-27-11



Williamson County

Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:				
2FAFP71W17X157751		SO / 560		SA0745
Vehicle Identification Number		Department		Door Number
1034749	2007	FORD	CROWN VICTORIA	BLKWHT
License Plate Number	Year	Make	Model	Color
2) Reason for Status Change:				
<input type="checkbox"/> Accident				
Attach: 1. A Damage to County Property Incident Report				
2. The Official Accident Report				
3. A Vehicle Insurance / Litigation Release Form				
<input checked="" type="checkbox"/> High Mileage: List actual mileage 107,128				
<input type="checkbox"/> Not mechanically sound				
<input checked="" type="checkbox"/> Other: Explain Lifetime maintenance costs exceed 21% of purchase price, expected life in fleet exceeds 87%.				
3) Elected Official/Department Head/Authorized Staff				
Print L.C. Marshall		Signature [Signature]		Date 4-4-11

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)	
<input checked="" type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="radio"/> TRANSFER between county departments
<input type="radio"/> TRADE-IN for new assets of same general type for the county	Comments:
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department:
<input type="radio"/> OTHER	Elected Official/Department Head/Authorized Staff or Donee - Representative:
	Print Name:
	Signature and Date:
	Contact name and Number:
2) <input type="checkbox"/> Vehicle Marked for Auction and moved to Auction Yard	
<input checked="" type="checkbox"/> Forward forms and reports to County Auditor's Office	
Print Mike Fox	Signature [Signature] Date 6-22-11



Williamson County

Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:				
2FAFP71W86X142596		SO		SA0629
Vehicle Identification Number		Department		Door Number
226216	2006	FORD	CV	BLKWHT
License Plate Number	Year	Make	Model	Color
2) Reason for Status Change:				
<input type="checkbox"/> Accident				
<input type="checkbox"/> Attach:				
1. A Damage to County Property Incident Report				
2. The Official Accident Report				
3. A Vehicle Insurance / Litigation Release Form				
<input checked="" type="checkbox"/> High Mileage: List actual mileage 122,460				
<input type="checkbox"/> Not mechanically sound				
<input checked="" type="checkbox"/> Other: Explain Life in fleet exceeds 115% of expected life, maintenance costs exceed 32% of vehicle purchase price.				
3) Elected Official/Department Head/Authorized Staff				
Print LC MARSHALL		Signature [Signature]		Date 4-14-11

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)	
<input checked="" type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="radio"/> TRANSFER between county departments
<input type="radio"/> TRADE-IN for new assets of same general type for the county	Comments:
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department:
<input type="radio"/> OTHER	Elected Official/Department Head/Authorized Staff or Donee Representative:
	Print Name:
	Signature and Date:
	Contact name and Number:
2) <input type="checkbox"/> Vehicle Marked for Auction and moved to Auction Yard	
<input checked="" type="checkbox"/> Forward forms and reports to County Auditor's Office	
Print Mike Fox	Signature [Signature] Date 6-28-11



Williamson County

Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:				
2FAFP71W96X142591	SO / 560		SA0626	
Vehicle Identification Number	Department		Door Number	
226213	2006	FORD	CROWN VICTORIA	BLKWHT
License Plate Number	Year	Make	Model	Color
2) Reason for Status Change:				
<input type="checkbox"/> Accident				
<u>Attach:</u>				
1. A Damage to County Property Incident Report				
2. The Official Accident Report				
3. A Vehicle Insurance / Litigation Release Form				
<input checked="" type="checkbox"/> High Mileage: List actual mileage 104,658				
<input type="checkbox"/> Not mechanically sound				
<input checked="" type="checkbox"/> Other: Explain Lifetime maintenance costs exceed 41% of purchase price, expected life in fleet exceeds 118%.				
3) Elected Official/Department Head/Authorized Staff				
Print L.C. Marshall		Signature [Signature]		Date 4-4-11

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)	
<input checked="" type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="radio"/> TRANSFER between county departments
<input type="radio"/> TRADE-IN for new assets of same general type for the county	Comments:
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department:
<input type="radio"/> OTHER	Elected Official/Department Head/Authorized Staff or Donee - Representative:
	Print Name:
	Signature and Date:
	Contact name and Number:
2) <input type="checkbox"/> Vehicle Marked for Auction and moved to Auction Yard	
<input checked="" type="checkbox"/> Forward forms and reports to County Auditor's Office	
Print Mike Fox III	Signature [Signature] Date 6-29-11



Williamson County

Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:				
2FAFP71W76X142590		SO/560		SA0625
Vehicle Identification Number		Department		Door Number
226212	2006	FORD	CROWN VICTORIA	BLKWHT
License Plate Number	Year	Make	Model	Color
2) Reason for Status Change:				
<input type="checkbox"/> Accident				
Attach:				
1. A Damage to County Property Incident Report				
2. The Official Accident Report				
3. A Vehicle Insurance / Litigation Release Form				
<input checked="" type="checkbox"/> High Mileage: List actual mileage 95,248				
<input type="checkbox"/> Not mechanically sound				
<input checked="" type="checkbox"/> Other: Explain Lifetime maintenance costs exceed 23% of purchase price, expected life in fleet exceeds 118%.				
3) Elected Official/Department Head/Authorized Staff				
Print L.C. Marshall		Signature [Signature]		Date 4-4-11

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)	
<input checked="" type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="radio"/> TRANSFER between county departments
<input type="radio"/> TRADE-IN for new assets of same general type for the county	Comments:
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department:
<input type="radio"/> OTHER	Elected Official/Department Head/Authorized Staff or Donee - Representative:
	Print Name:
	Signature and Date:
	Contact name and Number:
2) <input type="checkbox"/> Vehicle Marked for Auction and moved to Auction Yard	
<input checked="" type="checkbox"/> Forward forms and reports to County Auditor's Office	
Print Mike Fox	Signature [Signature] Date 6-27-11



Williamson County

Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

2FAFP71W06X142589

Vehicle Identification Number

SO / 560

Department

SA0615

Door Number

222763

License Plate Number

2006

Year

FORD

Make

CROWN VICTORIA

Model

BLKWHT

Color

2) Reason for Status Change:

☐ Accident

Attach:

1. A Damage to County Property Incident Report

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 99,994

☐ Not mechanically sound

☒ Other: Explain Lifetime maintenance costs exceed 53% of purchase price, expected life in fleet exceeds 120%.

3) Elected Official/Department Head/Authorized Staff

Print

L.C. Marshall

Signature

Date

4-4-11

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)

☒ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation

☐ TRANSFER between county departments

☐ TRADE-IN for new assets of same general type for the county

Comments:

☐ SALE to a government entity / civil or charitable organization in the county at fair market value

Receiving Department:

☐ OTHER

Elected Official/Department Head/Authorized Staff or Donee - Representative:

Print Name:

Signature

and Date:

Contact name and Number:

2) ☐ Vehicle Marked for Auction and moved to Auction Yard

☒ Forward forms and reports to County Auditor's Office

Print

Signature

Date

6-27-11



Williamson County

Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

1GBG6D1A4HV114565

#210 Unified Road System

UT8729

Vehicle Identification Number

Department

Door Number

1038534

1987

CHEVROLET

C60

White/Green

License Plate Number

Year

Make

Model

Color

2) Reason for Status Change:

☐ Accident

Attach:

1. Williamson County Fleet Incident/Crash/Vandalism Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Release Form

☒ High Mileage: List actual mileage 106080

☒ Not mechanically sound Mechanical and electrical problems

☒ Other: Explain Truck is obsolete, 24 years old, new truck has arrived and put into service.

3) Elected Official/Department Head/Authorized Staff

Print Terron Evertson

Signature 

Date

6/24/11

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)

- ☒ SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation
- ☐ TRADE-IN for new assets of same general type for the county
- ☐ SALE to a government entity / civil or charitable organization in the county at fair market value
- ☐ OTHER _____

☐ TRANSFER between county departments

Comments: _____

Receiving Department: 7

Elected Official/Department Head/Authorized Staff or Donee - Representative: _____

Print Name: _____

Signature and Date: _____

Contact name and Number: _____

2) ☐ Vehicle Marked for Auction and moved to Auction Yard

☒ Forward forms and reports to County Auditor's Office

Print Mike Fox III

Signature 

Date

6-24-2011



Williamson County

Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:	
1FDWF36P07EB31856	EMS - 0540
Vehicle Identification Number	Department
1014075	2007 Ford
License Plate Number	Year Make
	F350
	Model
	White
	Color
2) Reason for Status Change:	
<input type="checkbox"/> Accident	
Attach:	
1. Williamson County Fleet Incident/Crash/Vandalism Report	
2. The Official Accident Report	
3. A Vehicle Insurance / Litigation Release Form	
<input type="checkbox"/> High Mileage: List actual mileage 75246 4917 hours	
<input type="checkbox"/> Not mechanically sound	
<input checked="" type="checkbox"/> Other: Explain Remount of ambulance #3 FY'11 2007 Med Tec Box ID#7258	
Chassis trade-in value \$5000.00 County #8072 MT for remount.	
3) Elected Official/Department Head/Authorized Staff	
Print	Signature
	Date June 23, 2011

To be completed by **Fleet**: Forward to Fleet Services Manager - Mike Fox

1) Method of Status Change: This vehicle is to be considered for: (Select one)	
<input type="radio"/> SALVAGE for parts / SALE at the earliest auction based on Fleet's recommendation	<input type="radio"/> TRANSFER between county departments
<input checked="" type="radio"/> TRADE-IN for new assets of same general type for the county	Comments:
<input type="radio"/> SALE to a government entity / civil or charitable organization in the county at fair market value	Receiving Department:
<input type="radio"/> OTHER	Elected Official/Department Head/Authorized Staff or Donee Representative:
	Print Name: Kenneth Schnell
	Signature and Date: [Signature] 06/23/11
	Contact name and Number: Kenny Schnell 512-943-1264
2) <input type="checkbox"/> Vehicle Marked for Auction and moved to Auction Yard	
<input checked="" type="checkbox"/> Forward forms and reports to County Auditor's Office	
Print	Signature
Mike Fox	Date 6-24-11

Consider accepting \$3,000 donation from Kohl's Cares for youth-focused community programs or initiatives.

Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Jim Rodgers, Parks
Submitted For: Jim Rodgers
Department: Parks
Agenda Category: Consent

Information

Agenda Item

Consider accepting \$3,000 donation from Kohl's Cares for youth-focused community programs or initiatives.

Background

Kohl's employees have volunteered for two years now for various events and projects most recently Browns Santa's 6th Annual Family Fun Run held in the Southwest Regional Park. A cleanup and cedar removal project in Champion Park for Earth Day was a great volunteer project but also qualified the County for a Kohl's Cares grant from each store that was involved. The \$3000 grant stipulates that it be used for youth-focused community programs or initiatives and should be very helpful for our 2nd Annual Learn to Fish event scheduled for September 24th.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Jim Started On: 07/06/2011 04:05
 Rodgers PM
 Final Approval Date: 07/07/2011

Discuss and take appropriate action on abandoning and vacating 3rd Street in the Otto C Pfluger's Addition to the Town of Coupland, Texas. Pct. 4
Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Joe England, Unified Road System
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action on abandoning and vacating 3rd Street in the Otto C Pfluger's Addition to the Town of Coupland, Texas. Pct. 4

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

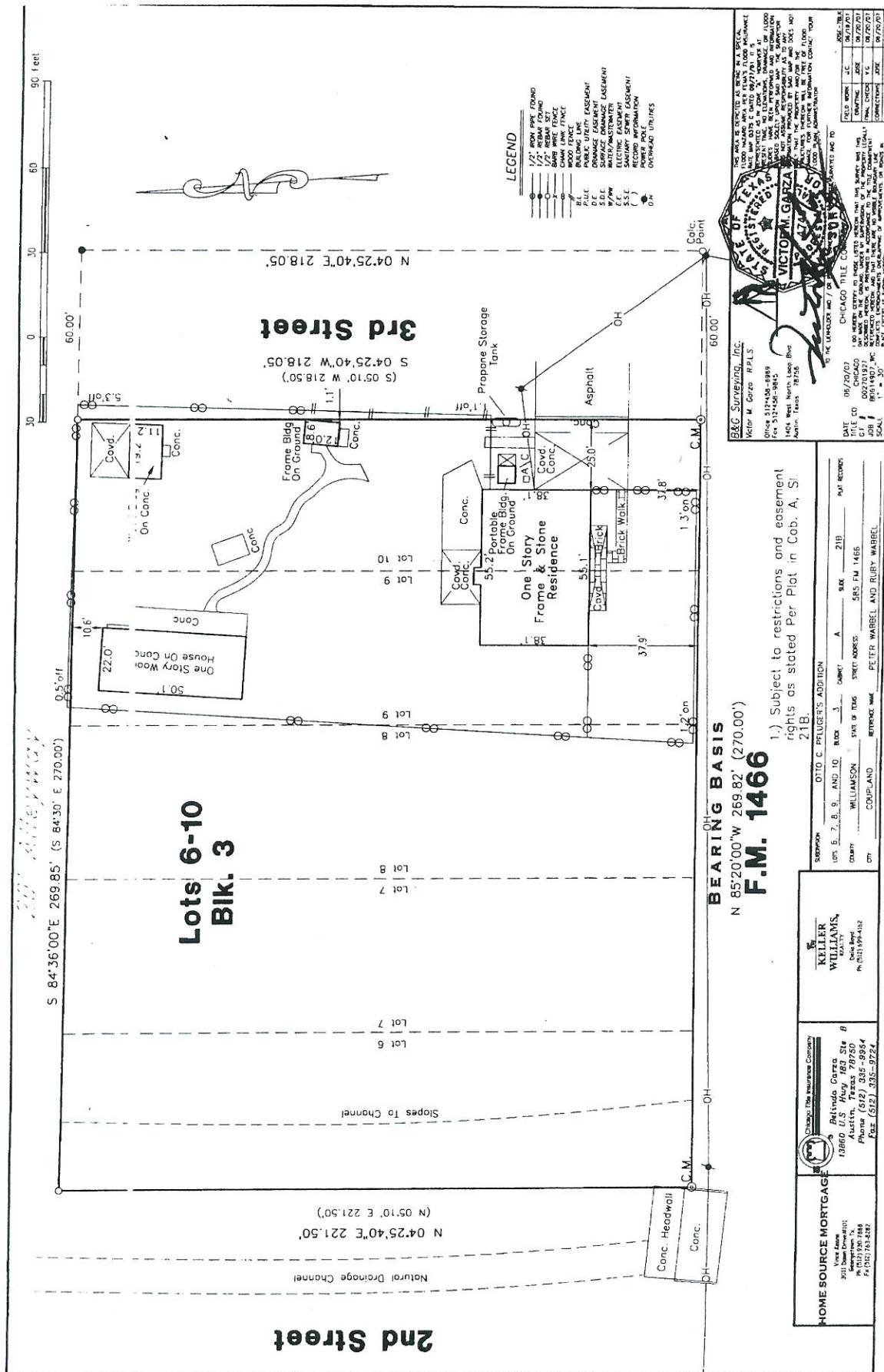
Link: [wabbel3](#)

Link: [wabbel2](#)

Link: [wabbel1](#)

Form Routing/Status

Form Started By: Joe England Started On: 07/07/2011 10:51 AM
Final Approval Date: 07/07/2011



- LEGEND**
- 1/2\"/>

B&C Surveying, Inc.
 Victor M. Garza, P.L.S.
 Office: 5174 N. 48th St., Suite 100, Chicago, IL 60630
 Phone: (773) 442-1100
 Fax: (773) 442-1101
 E-mail: vgarza@bcsurveying.com
 Website: www.bcsurveying.com

CHICAGO TITLE CO.
 15 N. LAUREL ST., 10TH FLOOR, CHICAGO, IL 60602
 Phone: (312) 540-1000
 Fax: (312) 540-1001
 E-mail: info@chicagotitle.com
 Website: www.chicagotitle.com

DATE: 08/20/07
TITLE: CO
JOB #: 0011937
SCALE: 1\"/>

BEARING BASIS
 N 85°20'00\"/>

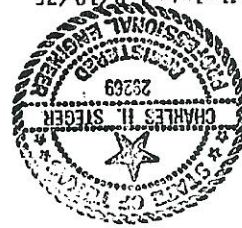
F.M. 1466

1.) Subject to restrictions and easement rights as stated Per Plat in Cab. A, S. 218.

OWNER: OTTO C. PELUGER'S ADDITION
 LOTS 6, 7, 8, 9, AND 10
 COUNTY: WILLIAMSON
 CITY: COUPLAND
 REFERENCE: PETER WABBELE AND RUBY WABBELE

HOME SOURCE MORTGAGE
 3011 Dearborn Ave., Suite 100, Chicago, IL 60640
 Phone: (773) 291-1000
 Fax: (773) 291-1001
 E-mail: info@homesourcemortgage.com
 Website: www.homesourcemortgage.com

KELLER WILLIAMS REALTY
 13860 U.S. Hwy. 163, Ste. B, Austin, Texas 78750
 Phone: (512) 335-9724
 Fax: (512) 335-9724
 E-mail: info@kellerwilliams.com
 Website: www.kellerwilliams.com

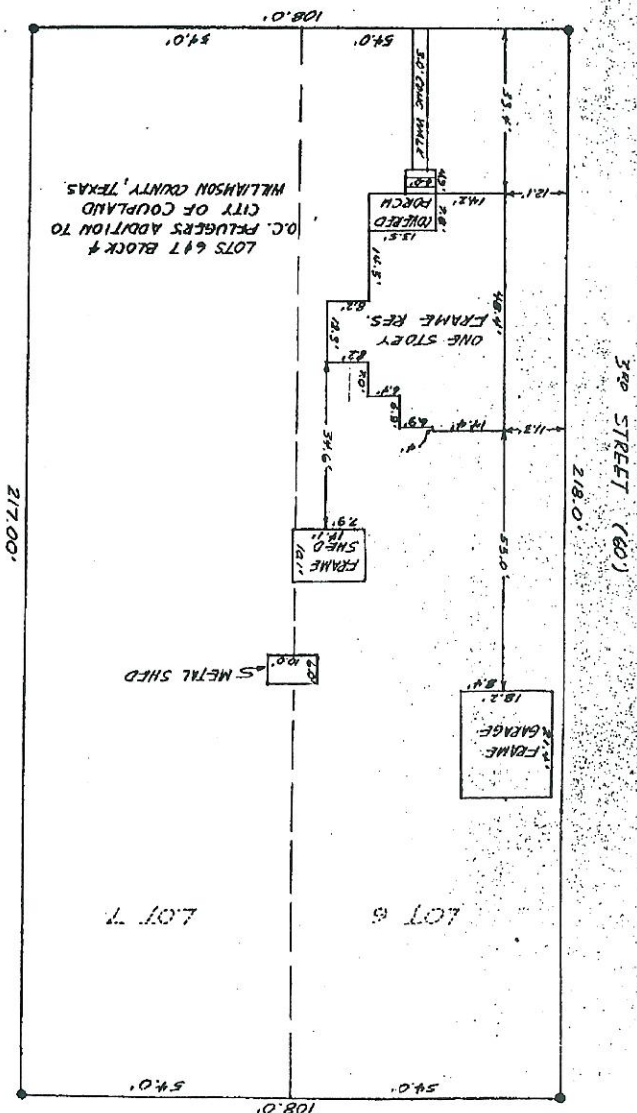


Charles H. Steger
Registered Professional Engineer, No. 29269
State of Texas

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this the 17th day of July, 1974, A.D.

I, Charles H. Steger, Registered Professional Engineer, do hereby certify that on July 16, 1974, I surveyed on the ground and with iron pins marked the corners of Lots 6 and 7, Block 4, O. C. Pflugers Addition to the City of Coupland, Williamson County, Texas, as recorded in Volume 1, Page 21, Plat Records of said county. The survey was performed using the information available from the original plat and recent surveys of adjoining property, and I believe it to be true and correct. I do not detect any encroachments upon this tract.

STATE OF TEXAS
COUNTY OF WILLIAMSON
KNOW ALL MEN BY THESE PRESENTS:



Joe England

From: Ruby Wabbel [rwabbel@hotmail.com]
Sent: Wednesday, July 06, 2011 1:11 PM
To: Joe England
Subject: cosideraion for abandonment of street between our properties in Coupland
Attachments: 001.jpg; 002.jpg

Mr. England,

I am writing you in request to abandon the dead end street between both our properties 585 and 601 FM 1466, Coupland 78615. I believe the official name of the street is 3rd street. Being the owners of properties on both sides of the road, it makes the street not a public passageway, and is used only for a driveway for our properties.

I have had the street dug for drainage and have had the potholes filled in and the covert of the driveway to 601 leveled. All this is costing the taxpayers money for a steet that is not a passageway for them.

Please contact me at (512) 856-2306 or by email at rwabbel@hotmail.com to let me know what steps I need to take.

Enclosing a copy of the survey from both properties, for you to see which street I am referring to.

I am looking forward to your response.
Ruby Wabbel

To discuss and take appropriate action on Road Closure Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Lydia Linden, Unified Road System
Submitted For: Terron Evertson
Department: Unified Road System
Agenda Category: Consent

Information

Agenda Item

To discuss and take appropriate action on the temporary closure of CR 374 for Major Maintenance.

Background

To discuss and take appropriate action on the road closure of CR 374 for Major Maintenance, CR 374 will be closed in phases from SH 95 to Chandler Road beginning July 18 through October 31, 2011. Residents living on CR 374 have all been notified of the proposed detour plan.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [CR 374 Detour](#)

Form Routing/Status

Form Started By: Lydia Linden Started On: 07/07/2011 11:30 AM
Final Approval Date: 07/07/2011



THIS DOCUMENT IS RELEASED FOR
THE PURPOSE OF INTERIM REVIEW
UNDER THE AUTHORITY OF J. TERRO
EVERTSON, P.E., 91769, ON 07/07/2011
IT IS NOT TO BE USED FOR
CONSTRUCTION, BIDDING, OR PERMIT
PURPOSES.

PROJECT: CR 374

DATE: 6/7/11

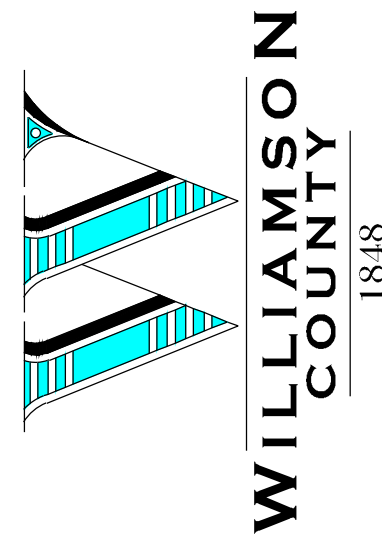
DESIGNED: LEP

REVIEWED: JTE

SHEET

1

OF 1



CR 374 DETOUR EXHIBIT

WILLIAMSON COUNTY

DEPT. OF
INFRASTRUCTURE

3151 S.E. INNER LOOP, SUITE B

943-3330
www.wilco.org

[illegible]

Report on Local Initiative Project - Counterfeit Inspection Certificates Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Gary Boyd, Parks
Submitted For: Gary Boyd
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear update on Local Initiative Project activities under the counterfeit inspection certificate program

Background

This is the third of regular updates on activities under the LIP. The LIP is funded through a grant from the Texas Commission on Environmental Quality under the Low Income Repair, Retrofit and Retirement Program (LIRAP) that is administered locally as a part of the Drive a Clean Machine Program, also known as AirCheck Texas.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Gary Boyd Started On: 07/07/2011 08:40 AM
Final Approval Date: 07/07/2011

Facilities**Commissioners Court - Regular Session**

Date: 07/12/2011
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Discuss and hear an update on facilities needs.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Mary Clark Started On: 07/05/2011 03:38 PM
Final Approval Date: 07/06/2011

Kimley-Horn & Associates "On-Call" Traffic Engineering PSA Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Contract Oversight:
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Kimley-Horn & Associates Professional Service Agreement (PSA) for "On-Call" Traffic Engineering Services.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Link: [Kimley-Horn On-Call Traffic Eng PSA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	07/06/2011 01:45 PM	APRV
2	Jim Gilger	Jim Gilger	07/06/2011 01:53 PM	APRV
3	County Judge Exec Asst. Wendy Coco	Wendy Coco	07/06/2011 03:16 PM	APRV

Form Started By: Marie Walters
 Started On: 07/06/2011 10:38 AM
 Final Approval Date: 07/06/2011

Contract No. "On-Call" Traffic Engineering
Kimley-Horn & Associates Checklist



Prior to Initiation of Work

- ☒ Signed and Executed Agreement
- ☒ Scope of Services – Appendix A
 - ☒ Exhibit A – Services to be provided by County
 - ☒ Exhibit B – Services to be provided by Engineer
 - ☒ Exhibit C – Work Schedule
 - ☒ Exhibit D – Fee Schedule
- ☒ Production Schedule – Exhibit IV
- ☒ Hourly Rates of Engineer – Exhibit II
- ☒ Work Authorization - Attachment A to Exhibit I
 - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☒ Data to be provided to Engineer by County
 - ☐ Plans
 - ☐ Maps
 - ☐ Studies
 - ☐ Reports
 - ☐ Field Notes
 - ☐ Statistics
 - ☐ Computations
 - ☐ Other: _____
- ☒ Contractors Qualification Statement – Appendix B *pre-qualified/pre-certified list*
- ☒ Insurance
 - ☐ Worker's Compensation
 - ☐ Commercial General Liability Insurance
 - ☐ Automobile Liability Insurance
 - ☐ Professional Liability Errors and Omissions Insurance
 - ☐ Self Insurance Documentation
 - ☐ Insurance Certificates for Subcontractors and/or Sub-consultants
 - ☐ Approval of Insurance by County

Course of Work

- ☐ Original Engineering Work Product submittal
- ☐ "Completed" Engineering Work Product
- ☐ "Accepted" Engineering Work Product
- ☐ Modifications and/or Changes for Approval of Engineering Work Product
- ☐ "Approved" Engineering Work Product
- ☐ Revisions to Work Product
- ☐ Seal of Endorsement on all Engineering Work Product
- ☐ Data necessary for applications or documentation for permits and/or grants to be provided by Engineer to County

Notices (as applicable)

Contract No. _____

- ☐ Notice of Suspension
- ☐ Notice of Reinstatement
- ☐ Notice of Termination
- ☐ Notice of Staffing Changes
- ☐ Written Report of Accident

Documentation for Payment

- ☐ Internal Revenue Form W-9
- ☐ Invoice for Services Rendered
 - Supporting Documentation
 - Report of Completion Percentage
- ☐ Invoice for Reimbursables
 - Proof of prior payment by Engineer of Reimbursables

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

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Contract No. _____

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Professional Services Agreement (**the "Agreement"**) is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (**the "County"**) and Kimley-Horn and Associates, Inc. (**the "Engineer"**).

WHEREAS, **County** proposes to construct various Road Projects;

WHEREAS, **County** desires to obtain professional services for Traffic and Transportation Engineering (On-Call) (**the "Project"**);

WHEREAS, **Engineer** has the professional ability and expertise to fulfill the requirements of the **Project**, and to counsel **County** in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, **County** and **Engineer** agree to the performance of the professional services by **Engineer** and the payment for these services by **County** as set forth herein.

Section I
Employment of the Engineer

County agrees to employ **Engineer** and **Engineer** agrees to perform professional engineering services for the **Project** as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent as designated in the Scope of Services in Appendix A, or as otherwise designated (**individually or collectively the "County Judge"**). The **County Judge** shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II
Basic Services of the Engineer

- A. In consideration of the compensation herein provided, **Engineer** shall perform professional engineering services for the **Project**, which are acceptable to the **County Judge**, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. **Engineer** shall also serve as **County's** professional engineer in those phases of the **Project** to which this Agreement applies and will consult with and give advice to **County** during the performance of **Engineer's** services.
- B. **Engineer** shall not commence work until **Engineer** has been thoroughly briefed on the scope of the **Project** and has been notified in writing by the **County Judge** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

October 2009

- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 2006 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
 - b. Texas Department of Transportation Construction Manual, latest edition
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code, latest edition
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
 - j. National Electrical Code, latest edition
 - k. Williamson County Design Criteria & Project Development Manual, latest edition
 - l. TxDOT Bridge Division Foundation Manual, latest edition
 3. Design Criteria Order of Precedence: Design Criteria for the **Project** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.
 4. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
 5. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III Fee schedule

- A. For and in consideration of the performance by *Engineer* of the work described in the Scope of Services, *County* shall pay and *Engineer* shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by *Engineer* on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services *Engineer* shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of *Engineer's* services as basic or additional services under this agreement, the decision of the *County Judge* shall be final and binding on *Engineer*.

Section IV Period of Service

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within 730 calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services. ✓
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Judge* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County Judge*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Engineer* of written Notice of Reinstatement from *County*. *Engineer*, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the *Project* or the *Engineer's* services

hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. **County** may unilaterally terminate this Agreement for reasons other than substantial failure by **Engineer** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following **Engineer's** receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. **Engineer** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of **Engineer** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Engineer** shall be liable for any additional costs incurred by **County**.
- F. **Engineer** specifically acknowledges that **County** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining **County's** actual damages, **Engineer** agrees that one-hundred and No/100 Dollars (\$100.00) per day shall be retained by **County** from any amounts due **Engineer** for every day that **Engineer** does not meet the production requirements set forth in Exhibit IV. ✓
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by **County** is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Engineer's** services. The **County Judge** may designate representatives to transmit instructions and receive information.

- B. *Engineer* shall not commence work on any phase of the *Project* until a thorough briefing on the scope of the *Project* is received and a written Work Authorization is issued by the *County Judge* in substantially the form of Attachment A to Exhibit I.
- C. *Engineer* shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that *Engineer* shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. *Engineer* shall have the responsibility at all times under the terms of this Agreement to advise *County* whether in *Engineer's* judgment it is feasible to proceed with the recommendations given any constraints affecting the *Project*.
- E. *Engineer* shall cooperate and coordinate with *County's* staff, and other engineers and contractors as reasonable and necessary and as required by the *County Judge*.

Section VI Review of Work Product

- A. *Engineer's* engineering work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by *Engineer* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. The completeness of any engineering work product submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *Engineer* in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, *County* shall notify *Engineer* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *Engineer*, who shall perform such professional services as are required to complete the work and resubmit it to *County*. This process shall be repeated until a submission is complete.
- E. *County* shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to *Engineer*, who shall perform any required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Judge's* opinion substantial compliance with the requirements of this Agreement has been achieved.

- F. After acceptance, *Engineer* shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the *County Judge*. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final engineering work products, *Engineer* shall without additional compensation perform any work required as a result of *Engineer's* development of the products which is found to be in error or omission due to *Engineer's* negligence. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *Engineer's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

Engineer shall make without expense to *County* such revisions to the work product as may be required to correct negligent errors or omissions so the work product meets the needs of *County*, but after the approval of the work product any revisions, additions, or other modifications made at *County's* request which involve extra services and expenses to *Engineer* shall entitle *Engineer* to additional compensation for such extra services and expenses, provided however, that *Engineer* agrees to perform any necessary corrections to the work products, which are found to be in negligent error or omission as a result of the *Engineer's* development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by *Engineer* to revise the plans in order to make the *Project* constructible, *Engineer* shall do so without additional compensation. In the event of any dispute over the classification of *Engineer's* services as Basic or Additional Services under this Agreement, the decision of the *County Judge* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII Engineer's Responsibility and Liability

- A. *Engineer* covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *Engineer* shall inform *County* of such event within five working days.
- B. *Engineer* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Judge* regarding county permitting or similar requirements properly waivable by the *County Judge*.
- C. Acceptance and approval of the final plans by *County* shall not release *Engineer* of any

responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.

- D. **ENGINEER SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF ENGINEER OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ENGINEER SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.** ✓
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
- I. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. *Engineer* shall place his Texas Professional Engineer's seal of endorsement on all documents

and engineering data furnished to *County*, as required by law.

- K. *Engineer* is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of *Engineer* shall be classified as an employee of *County*.

Section IX Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by *Engineer* are the property of *County* and upon completion of the work or termination of this Agreement or as otherwise instructed by *County* and/or *County Judge*, shall be delivered to *County* in an organized fashion with *Engineer* retaining a copy.
- B. Any reuse by *Engineer* of any such documents described in subsection A above, without the specific written consent of *County* shall be at *Engineer's* sole risk and without liability or legal exposure to *County*. Should *Engineer* be terminated, *Engineer* shall not be liable for *County's* use of partially completed designs, plans, or specifications on this *Project* or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by *Engineer*, or Surveyor, as applicable, as specified by professional standards.
- C. *Engineer* will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and *County's* respective engineers and contractors, without the specific written consent of *Engineer*. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X Maintenance of and Right of Access to Records

- A. *Engineer* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. *Engineer* further agrees that *County* or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of *Engineer*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Engineer* agrees that *County* shall have access during normal working hours to all necessary *Engineer* facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. *County* shall give *Engineer* reasonable advance notice of intended audits.
- C. *Engineer* further agrees to include in all its sub-consultant agreements hereunder a provision to

the effect that the sub-consultant agrees that *County* shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that *County* shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. *County* shall give sub-consultant reasonable advance notice of intended audits.

- D. *Engineer* and sub-consultant agree to photocopy such documents as may be requested by *County*. *County* agrees to reimburse *Engineer* for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI Miscellaneous

- A. ***Severability.*** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- B. ***Venue and Governing Law.*** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. ***Equal Opportunity in Employment.*** *Engineer* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. ***Certificate of Engineer.*** *Engineer* certifies that neither *Engineer* nor any members of *Engineer's* firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for *Engineer*) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide

employees working solely for **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Engineer further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the **Project** involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

- E. **Notice.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

ENGINEER: Kimley-Horn and Associates, Inc.
10415 Morado Circle, Bldg I, Ste 300
Austin, Texas 78759

COUNTY: Williamson County Judge
Dan Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Hal C. Hawes
Legal Advisor
Office of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

and to: Prime Strategies, Inc.
1508 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: HNTB
14 Galloping Road
Round Rock, Texas 78681
Attn: James Klotz, P.E.


and to: Williamson County Director of Infrastructure
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626
Attn: Robert B. Daigh, P.E.

and to: _____

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m 7/5/2011

- F. **Insurance Requirements.** *Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** *Engineer* shall provide to *County Judge* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the *Engineer* or any employee or agent of the *Engineer* and which arises in any manner from the performance of this Agreement, the *Engineer* shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The *Engineer* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *Engineer*, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the

Engineer's performance of work under this Agreement.

- M. **Definition of Engineer.** The term "**Engineer**" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that **Engineer** is a corporation registered with the Texas Board of Professional Engineers (No. 928), duly authorized to transact and do business in the State of Texas. 
- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- R. **Independent Contractor Relationship.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- S. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to **County**, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. **County** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- T. **Interest and Late Payments.** **County's** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by **County** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by **County** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late

payment is the rate in effect on September 1 of *County's* fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, *County* shall notify the party requesting payment of such an invoice of the discrepancy. Following *County's* notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. *County* shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. *County's* payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

- U. ***Texas Public Information Act.*** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that *County*, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to *County* as to whether or not the same are available to the public. It is further understood that *County's* officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that *County*, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to *County* by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- V. ***Acknowledgement.*** As a duly authorized representative of *Engineer*, I acknowledge by my signature below that I have read and understand the above paragraphs and that *Engineer* has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- W. ***Governing Terms and Conditions.*** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.
- X. ***Entire Agreement.*** This Agreement represents the entire and integrated Agreement between *County* and *Engineer* and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both *County* and *Engineer*. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS

OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this _____ day of _____, 2011.

THE ENGINEER:

Kimley-Horn and Associates, Inc.

BY: Andy W. Van Leeuwen

Printed Name: Andy W. Van Leeuwen

Title: Senior Vice President

WILLIAMSON COUNTY:

BY: _____

Williamson County Judge

Reviewed as to Form By:

Legal Advisor to the Williamson
County Commissioners Court

Funds Verified By:

County Contracts
Management Auditor

OK
m/h 7/5/2011

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$300,000.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 *Engineer* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Engineer* shall receive compensation for only those services actually rendered.

SECTION 3 – WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification

shall not relieve the **Engineer** from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The **Engineer** shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 **Engineer** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, **Engineer** shall not be compensated for work made necessary by **Engineer's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$ 300,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, **Engineer** shall provide **County Judge** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to **County Judge** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the **Project**.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by **Engineer**.
- 5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2009-2010 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at www.wilco.org.

ATTACHMENT A

WORK AUTHORIZATION NO. _____

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and _____ (*the "Engineer"*).

Part 1. The *Engineer* will provide the following engineering services:

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20__.

ENGINEER:
Kimley-Horn and Associates, Inc.

COUNTY:
Williamson County, Texas

By: _____
Signature

By: SAMPLE _____
Signature

Printed Name

Printed Name

Title

County Judge
Title

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT II
HOURLY RATES

1. Senior Engineer.....	\$ 190.00
2. Graduate Engineer.....	\$ 105.00
3. Technician.....	\$ 80.00
4. Secretary/Clerical.....	\$ 60.00
5. Expert Witness Testimony.....	\$ 300.00
6. Senior Project Manager.....	\$ 190.00
7. Project Engineer.....	\$ 120.00
8. Senior Transportation Engineer.....	\$ 205.00
9. Senior CAD Technician.....	\$ 85.00
10. GIS Specialist.....	\$ 110.00

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EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to *Engineer* for the work described in the Basic Scope of Services of the Agreement.
2. For the performance of work not described in the Basic Scope of Services of the Agreement, *County* shall pay and *Engineer* shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
3. The performance of any additional services must be authorized in writing in advance by the *County Judge*.
4. In the event of any dispute over the classification of *Engineer's* services as either basic or additional services, the decision of the *County Judge* shall be final and binding.

EXHIBIT IV

PRODUCTION SCHEDULE

This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services.

The number of days expiring from the date of submittal to *County* of a complete work product to the date the review is finished and comments returned to *Engineer* shall not be included within the days allowed for completion.

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for *Engineer* to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, *Engineer* shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination, *Engineer* shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to *County* as a pre-condition to final payment.
3. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

Procedures for *Engineer* to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, *Engineer* shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to *County*, but shall be retained by *Engineer* unless requested by *County*.
2. During the period of suspension, *Engineer* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this Agreement, less previous payments.

Procedures for *Engineer* to follow upon exercise of right to terminate for substantial failure of *County* to perform:

1. In the event that *Engineer* exercises such right to terminate, within thirty (30) days after receipt by *County* of *Engineer's* Notice of Termination, *Engineer* shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to *County* as a pre-condition to final payment. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.
3. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. **Engineer** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

- B. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- C. **Engineer** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Engineer's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. **Engineer** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the **Project**, **Engineer** shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the **County** and TxDOT pertaining to such Disadvantaged Business Enterprise Program.

- E. **Engineer** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- F. In the event of **Engineer's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **Engineer** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. *Engineer* will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. *Engineer* will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event *Engineer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by *County* or Federal Agency, *Engineer* may request *County* and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT VII

INSURANCE REQUIREMENTS

During the life of this Agreement, *Engineer* agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$ 1,000,000 per occurrence and \$ 2,000,000 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$ 1,000,000 per occurrence and \$ N/A in the aggregate. *Engineer* shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$ 2,000,000 per claim, \$ 4,000,000 in the aggregate.
- E. In the event *Engineer* is self-insured in connection with any or all of the above-required insurance policies, *Engineer* shall submit proof of such self-insurance and all financial statements as reasonably required by the *County* in order to determine the acceptability of such self-insurance.

Engineer shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by *County*. *Engineer* shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by *County* shall not relieve or decrease the liability of *Engineer* hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. *Engineer* shall furnish *County* with a certification of coverage issued by the insurer. *Engineer* shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the *County* and the *County Judge*, and agreed to and hereby acknowledged by the *Engineer*, that no provision of this Professional Services Agreement shall be construed to require the *County* or the *County Judge* to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

OK
nm 7/5/2011

APPENDIX A

SCOPE OF SERVICES

THE ATTACHED SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE ENGINEER SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ENGINEERING PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT II.

EXCEPT AS PROVIDED FOR FEE SERVICES OR WORK-ORDER BASED SERVICES, THE ATTACHED SCOPE OF SERVICES SHALL INCLUDE A PRODUCTION SCHEDULE REFLECTING A TIMELINE FOR THE EXECUTION OF THE PROJECT.

The following scope of services is a general description of the types of projects that may be performed under this contract.

Traffic Signal Timing: Isolated Intersections, Corridor Timing Plans, and Grid Network Plans

Traffic Studies:

Signal and Stop Warrants	Congestion / Access Management
Speed Zones	Traffic Projections for Design Projects
Signing and Pavement Markings	Freeway Mainlane Operations
School Zone	Freeway Ramp Operations
Bottleneck Studies	Review of Other Studies (i.e. TIAs)
High Accident Locations	Innovative Intersection Studies
Special Event Studies	Shared Parking Studies

Data Collection: Turning Movement Counts, Strip Maps, Tube Counts, Ball Bank Indicator

Plans Specifications & Estimates (PS&E), including:

- ❖ Traffic Signal Design
- ❖ Signal System Design (Wired or Wireless Interconnect)
- ❖ Minor Intersection Improvements
- ❖ Innovative Intersections
- ❖ Intelligent Transportation System (ITS) Projects
 - Dynamic Message Signs
 - CCTV Cameras
 - Detection Systems (microwave, loops, video)
 - Lane Control Signals

- Wireless Communications (800 MHz, 900 MHz, 2.4 GHz, Ethernet, others)
- Fiber Optic Communications (SONET, ATM, Ethernet)
- Leased Communications (T1, ISDN, POTS)
- Highway Advisory Radio
- HUB Buildings
- Control Centers
- Networking (ISD, municipal)
- ❖ Traffic Management / Traffic Control Plans
- ❖ Illumination
- ❖ Large and Small Guide Signs

ITS Architectures

- ❖ Regional Architecture Updates
- ❖ Project Specific Architectures

Construction Support:

- ❖ Observation of Construction
- ❖ Review of Contractor Shop Drawing Submittals
- ❖ Review of Contractor RFIs - clarifications and interpretations
- ❖ Investigation of Change Order Requests and Designs
- ❖ Review of Testing Procedures

APPENDIX B
ENGINEER'S QUALIFICATIONS STATEMENT

Alliance Transportation Group, Inc. "On-Call" Traffic Engineering PSA Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Contract Oversight:
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Alliance Transportation Group, Inc. Professional Service Agreement (PSA) for "On-Call" Traffic Engineering Services.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Link: [Alliance On-Call Traffic Eng PSA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	07/06/2011 01:45 PM	APRV
2	Jim Gilger	Jim Gilger	07/06/2011 01:53 PM	APRV
3	County Judge Exec Asst. Wendy Coco	Wendy Coco	07/06/2011 03:16 PM	APRV

Form Started By: Marie Walters
 Started On: 07/06/2011 11:06 AM
 Final Approval Date: 07/06/2011

Contract No. "On-Call" Traffic Engineering Alliance
Checklist



Prior to Initiation of Work

- ☒ Signed and Executed Agreement
- ☒ Scope of Services – Appendix A
 - ☒ Exhibit A – Services to be provided by County
 - ☒ Exhibit B – Services to be provided by Engineer
 - ☒ Exhibit C – Work Schedule
 - ☒ Exhibit D – Fee Schedule
- ☒ Production Schedule – Exhibit IV
- ☒ Hourly Rates of Engineer – Exhibit II
- ☒ Work Authorization - Attachment A to Exhibit I
 - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☒ Data to be provided to Engineer by County
 - ☐ Plans
 - ☐ Maps
 - ☐ Studies
 - ☐ Reports
 - ☐ Field Notes
 - ☐ Statistics
 - ☐ Computations
 - ☐ Other: _____
- ☒ Contractors Qualification Statement – Appendix B *pre-qualified/pre-certified*
- ☒ Insurance
 - ☒ Worker's Compensation
 - ☒ Commercial General Liability Insurance
 - ☒ Automobile Liability Insurance
 - ☒ Professional Liability Errors and Omissions Insurance
 - ☒ Self Insurance Documentation
 - ☐ Insurance Certificates for Subcontractors and/or Sub-consultants
 - ☐ Approval of Insurance by County

Course of Work

- ☐ Original Engineering Work Product submittal
- ☐ "Completed" Engineering Work Product
- ☐ "Accepted" Engineering Work Product
- ☐ Modifications and/or Changes for Approval of Engineering Work Product
- ☐ "Approved" Engineering Work Product
- ☐ Revisions to Work Product
- ☐ Seal of Endorsement on all Engineering Work Product
- ☐ Data necessary for applications or documentation for permits and/or grants to be provided by Engineer to County

Notices (as applicable)

Contract No. _____

- ☐ Notice of Suspension
- ☐ Notice of Reinstatement
- ☐ Notice of Termination
- ☐ Notice of Staffing Changes
- ☐ Written Report of Accident

Documentation for Payment

- ☐ Internal Revenue Form W-9
- ☐ Invoice for Services Rendered
 - Supporting Documentation
 - Report of Completion Percentage
- ☐ Invoice for Reimbursables
 - Proof of prior payment by Engineer of Reimbursables

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Professional Services Agreement (**the "Agreement"**) is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (**the "County"**) and **Alliance Transportation Group, Inc.** (**the "Engineer"**).

WHEREAS, **County** desires to obtain professional services for **On-Call Traffic Engineering Services (the "Project")**;

WHEREAS, **Engineer** has the professional ability and expertise to fulfill the requirements of the **Project**, and to counsel **County** in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, **County** and **Engineer** agree to the performance of the professional services by **Engineer** and the payment for these services by **County** as set forth herein.

Section I
Employment of the Engineer

County agrees to employ **Engineer** and **Engineer** agrees to perform professional engineering services for the **Project** as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent as designated in the Scope of Services in Appendix A, or as otherwise designated (**individually or collectively the "County Judge"**). The **County Judge** shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II
Basic Services of the Engineer

- A. In consideration of the compensation herein provided, **Engineer** shall perform professional engineering services for the **Project**, which are acceptable to the **County Judge**, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. **Engineer** shall also serve as **County's** professional engineer in those phases of the **Project** to which this Agreement applies and will consult with and give advice to **County** during the performance of **Engineer's** services.
- B. **Engineer** shall not commence work until **Engineer** has been thoroughly briefed on the scope of the **Project** and has been notified in writing by the **County Judge** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
 - b. Texas Department of Transportation Construction Manual, latest edition
 - c. Texas Department of Transportation's Standard Specifications for
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code, latest edition
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
 - j. National Electrical Code, latest edition
 - k. Williamson County Design Criteria & Project Development Manual, latest edition
 - l. TxDOT Bridge Division Foundation Manual, latest edition
 3. Design Criteria Order of Precedence: Design Criteria for the **Project** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.
 4. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
 5. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III Fee Schedule

- A. For and in consideration of the performance by *Engineer* of the work described in the Scope of Services, *County* shall pay and *Engineer* shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by *Engineer* on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services *Engineer* shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of *Engineer's* services as basic or additional services under this agreement, the decision of the *County Judge* shall be final and binding on *Engineer*.

Section IV Period of Service

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within 720 calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services. ✓
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Judge* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County Judge*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by *Engineer* of written Notice of Reinstatement from *County*. *Engineer*, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the *Project* or the *Engineer's* services hereunder extends for a period of ninety (90) days or

more, consecutive or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. **County** may unilaterally terminate this Agreement for reasons other than substantial failure by **Engineer** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following **Engineer's** receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. **Engineer** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of **Engineer** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Engineer** shall be liable for any additional costs incurred by **County**.
- F. **Engineer** specifically acknowledges that **County** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining **County's** actual damages, **Engineer** agrees that one-hundred and No/100 Dollars (\$100.00) per day shall be retained by **County** from any amounts due **Engineer** for every day that **Engineer** does not meet the production requirements set forth in Exhibit IV. ✓
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by **County** is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Engineer's** services. The **County Judge** may designate representatives to transmit instructions and receive information.
- B. **Engineer** shall not commence work on any phase of the **Project** until a thorough briefing on the scope of the **Project** is received and a written Work Authorization is issued by the

County Judge in substantially the form of Attachment A to Exhibit I.

- C. *Engineer* shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that *Engineer* shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. *Engineer* shall have the responsibility at all times under the terms of this Agreement to advise *County* whether in *Engineer's* judgment it is feasible to proceed with the recommendations given any constraints affecting the *Project*.
- E. *Engineer* shall cooperate and coordinate with *County's* staff, and other engineers and contractors as reasonable and necessary and as required by the *County Judge*.

Section VI Review of Work Product

- A. *Engineer's* engineering work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by *Engineer* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. The completeness of any engineering work product submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *Engineer* in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, *County* shall notify *Engineer* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *Engineer*, who shall perform such professional services as are required to complete the work and resubmit it to *County*. This process shall be repeated until a submission is complete.
- E. *County* shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to *Engineer*, who shall perform any required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Judge's* opinion substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, *Engineer* shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the *County Judge*. "Approval" in this sense shall mean formal recognition

that the work has been fully carried out.

- G. After approval of final engineering work products, *Engineer* shall without additional compensation perform any work required as a result of *Engineer's* development of the products which is found to be in error or omission due to *Engineer's* negligence. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *Engineer's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

Engineer shall make without expense to *County* such revisions to the work product as may be required to correct negligent errors or omissions so the work product meets the needs of *County*, but after the approval of the work product any revisions, additions, or other modifications made at *County's* request which involve extra services and expenses to *Engineer* shall entitle *Engineer* to additional compensation for such extra services and expenses, provided however, that *Engineer* agrees to perform any necessary corrections to the work products, which are found to be in negligent error or omission as a result of the *Engineer's* development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by *Engineer* to revise the plans in order to make the *Project* constructible, *Engineer* shall do so without additional compensation. In the event of any dispute over the classification of *Engineer's* services as Basic or Additional Services under this Agreement, the decision of the *County Judge* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII Engineer's Responsibility and Liability

- A. *Engineer* covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *Engineer* shall inform *County* of such event within five working days.
- B. *Engineer* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Judge* regarding county permitting or similar requirements properly waivable by the *County Judge*.
- C. Acceptance and approval of the final plans by *County* shall not release *Engineer* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings,

specifications, or other documents prepared by *Engineer*.

- D. **ENGINEER** SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS **COUNTY**, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF **ENGINEER** OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, **ENGINEER** SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS. ✓
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
- I. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. *Engineer* shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.
- K. *Engineer* is an independent contractor under this Agreement. Neither he nor any officer, agent or emp

Section IX

Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by *Engineer* are the property of *County* and upon completion of the work or termination of this Agreement or as otherwise instructed by *County* and/or *County Judge*, shall be delivered to *County* in an organized fashion with *Engineer* retaining a copy.
- B. Any reuse by *Engineer* of any such documents described in subsection A above, without the specific written consent of *County* shall be at *Engineer's* sole risk and without liability or legal exposure to *County*. Should *Engineer* be terminated, *Engineer* shall not be liable for *County's* use of partially completed designs, plans, or specifications on this *Project* or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by *Engineer*, or Surveyor, as applicable, as specified by professional standards.
- C. *Engineer* will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and *County's* respective engineers and contractors, without the specific written consent of *Engineer*. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X

Maintenance of and Right of Access to Records

- A. *Engineer* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. *Engineer* further agrees that *County* or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of *Engineer*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Engineer* agrees that *County* shall have access during normal working hours to all necessary *Engineer* facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. *County* shall give *Engineer* reasonable advance notice of intended audits.
- C. *Engineer* further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that *County* shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that *County* shall have

access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. **County** shall give sub-consultant reasonable advance notice of intended audits.

- D. **Engineer** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Engineer** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI Miscellaneous

- A. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- B. **Venue and Governing Law.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** **Engineer** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Engineer.** **Engineer** certifies that neither **Engineer** nor any members of **Engineer's** firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for **Engineer**) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Engineer further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the **Project** involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

- E. **Notice.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

ENGINEER: Alliance Transportation Group, Inc.
1500 Metric Blvd., Building M-1, Ste. 150
Austin, TX 78758
Attn: Steven J. Miller, P.E.

COUNTY: Williamson County Judge
Dan Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Hal C. Hawes
Legal Advisor
Office of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

and to: Prime Strategies, Inc.
1508 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: HNTB
14 Galloping Road
Round Rock, Texas 78681
Attn: James Klotz, P.E.

and to: Williamson County Director of Infrastructure
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626
Attn: Robert B. Daigh, P.E.

and to: _____

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- F. **Insurance Requirements.** *Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** *Engineer* shall provide to *County Judge* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the *Engineer* or any employee or agent of the *Engineer* and which arises in any manner from the performance of this Agreement, the *Engineer* shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The *Engineer* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *Engineer*, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the *Engineer's* performance of work under this Agreement.

- M. **Definition of Engineer.** The term “*Engineer*” as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that *Engineer* is a Corporation, duly authorized to transact and do business in the State of Texas. ✓
- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- R. **Independent Contractor Relationship.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- S. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to *County*, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. *County* does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- T. **Interest and Late Payments.** *County's* payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by *County* within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by *County* in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of *County's* fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in

relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, **County** shall notify the party requesting payment of such an invoice of the discrepancy. Following **County's** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. **County** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. **County's** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

- U. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that **County**, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to **County** as to whether or not the same are available to the public. It is further understood that **County's** officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that **County**, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to **County** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- V. **Acknowledgement.** As a duly authorized representative of **Engineer**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Engineer** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- W. **Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.
- X. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **County** and **Engineer** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both **County** and **Engineer**. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this _____ day of _____, 200__.

THE ENGINEER:

Alliance Transportation Group, Inc.

BY: _____

Printed Name: _____

Title: _____

WILLIAMSON COUNTY:

BY: _____

Williamson County Judge

Reviewed as to Form By: _____

Legal Advisor to the Williamson
County Commissioners Court

Funds Verified By: _____

County Contracts
Management Auditor

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EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES ACTUAL COST OF SERVICES METHOD

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$300,000.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 *Engineer* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Engineer* shall receive compensation for only those services actually rendered.

SECTION 3 – WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization

shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The **Engineer** shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 **Engineer** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, **Engineer** shall not be compensated for work made necessary by **Engineer's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$300,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, **Engineer** shall provide **County Judge** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to **County Judge** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the **Project**.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by **Engineer**.
- 5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2009-2010 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at www.wilco.org.

ATTACHMENT A

WORK AUTHORIZATION NO. Sample

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Alliance Transportation Group, Inc. (*the "Engineer"*).

Part 1. The *Engineer* will provide the following engineering services:

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 200__.

ENGINEER:
[Insert Company Name HERE]

COUNTY:
Williamson County, Texas

By: _____
Signature

By: Sample
Signature

Printed Name

Printed Name

Title

County Judge
Title

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT II
HOURLY RATES

1. Project Manager/Principal.....	\$ <u>205.00</u>
2. Senior Engineer.....	\$ <u>205.00</u>
3. Project Engineer.....	\$ <u>160.00</u>
4. Engineer (V, VI)	\$ <u>120.00</u>
5. EIT (1 to 4 years)	\$ <u>75.00</u>
6. Sr. Engineer Tech (15+ years)	\$ <u>85.00</u>
7. Engineer Tech (<15 years)	\$ <u>72.00</u>
8. Planning Director.....	\$ <u>181.00</u>
9. Planner III (15+ years)	\$ <u>120.00</u>
10. Planner II(5+ years)	\$ <u>91.00</u>
11. Transportation Analyst III.....	\$ <u>80.00</u>
12. Transportation Analyst II.....	\$ <u>55.00</u>
13. Project Administrator.....	\$ <u>79.00</u>
14. Clerical.....	\$ <u>46.00</u>
15. Field Technical Supervisor.....	\$ <u>52.00</u>
16. Assistant Field Supervisor.....	\$ <u>43.00</u>
17. Data Entry Technician.....	\$ <u>30.00</u>

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OTHER DIRECT EXPENSES	Units	Maximum Cost
Mileage	mile	Current State Rate
Rental Car (Taxes/fees not included; Insurance costs will not be reimbursed)	day	\$75.00
Pickup Truck, SUV or ATV Rental (Taxes/fees not included; Insurance costs will not be reimbursed)	day	\$125.00
Rental Car Fuel	gal	\$5.00
Parking	day	\$35.00
Toll Charges	rd trip/	\$5.00
Standard Postage	letter	Current Postal Rate
Overnight Mail - letter size	each	\$30.00
Overnight Mail - up to 2 lb package	each	\$50.00
Overnight Mail - oversize box	each	\$100.00
Courier Services	each	\$50.00
Photocopies B/W (8 1/2" X 11")	each	\$0.25
Photocopies B/W (11" x 17")	each	\$0.50
Photocopies Color (8 1/2" X 11")	each	\$1.00
Photocopies Color (11" X 17")	each	\$2.00
Plots (B/W on Bond)	square foot	\$6.00
Plots (Color on Bond)	square foot	\$8.00
Plots (Color on Photographic Paper)	square foot	\$10.00
Digital Ortho Plotting	square foot	\$2.50
Color Graphics on Foam Board	square foot	\$20.00
Temporary Field Staff	hour	\$20.00
Report Binding	each	\$25.00
Reproduction of CD/DVD	each	\$5.00
CDs	each	\$2.00
GPS Receiver	day	\$32.00
Field Investigation Supplies (lathes, stakes, flagging, spray paint)	day	\$150.00

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OTHER DIRECT EXPENSES	Units	Maximum Cost
Data Collection Expenses		
Automated Traffic Counts		
Surface Streets and Frontage Roads - per counter		
Automated Volume, Speed or Classification Counts - 24 Hours	day	\$350.00
Automated Counts - Additional 24 Hours at same location	day	\$100.00
Main lanes Within Metropolitan Areas - per counter		
Automated Volume, Speed or Classification Counts - 24 Hours	day	\$1,000.00
Automated Counts - Additional 24 Hours at same location	day	\$300.00
Main lanes Outside Metropolitan Areas - per counter		
Automated Volume, Speed or Classification Counts - 24 Hours	day	\$750.00
Automated Counts - Additional 24 Hours at same location	day	\$200.00
Data Logger for Travel Time Data Collection	hour	\$20.00
24 Hour Manual 13 Class Counts- 40,000-94,999 ADT	day	\$2,500.00
24 Hour Manual 13 Class Counts- 95,000-189,999 ADT	day	\$5,000.00
24 Hour Manual 13 Class Counts- 190,000 +ADT	day	\$7,500.00
Turning Movement Counts - 1 Person Intersection	hour	\$40.00
Turning Movement Counts - 2 Person Intersection	hour	\$80.00
Other Field Data Collection - 1 Person (Radar, Manual Studies, Travel Time Runs)	day	\$800.00
Other Field Data Collection - 2 Person (Radar, Manual Studies, Travel Time Runs)	day	\$1,500.00
Stop Watch Travel Runs	hour	\$45.00
Pedestrian Count - 1 person intersection	hour	\$40.00
Pedestrian Count - 2 person intersection	hour	\$80.00
Video GPS Data Collection	day (or hour)	\$500.00
Origin and Destination Surveys		
License Plate capture - per lane	12 hr (or daylight)	\$6,000.00
License Plate capture - per lane - with 72 hour delivery of data	12 hr (or daylight)	\$10,000.00
License Plate capture - per lane	hour	\$500.00
License Plate capture - per lane - 72 hour delivery of data	hour	\$800.00
License Plate Processing - per 10,000 ADT	10,000 ADT	\$1,500.00
License Plate Processing - per 10,000 ADT - 72 hour delivery of data	10,000 ADT	\$3,500.00
Traffic Control Plan – development	each	\$5,000.00
Traffic Control Plan set up, per location	day	\$5,000.00
Equipment Lease/Rentals: Video License Plate Capture Equipment, Traffic Counters, Field Survey Equipment; Traffic Control Equipment; Traffic Control Signage, Data Logger)	per unit/day	\$1,300.00
Law Enforcement	hourly/per officer	\$175.00

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EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to *Engineer* for the work described in the Basic Scope of Services of the Agreement.
2. For the performance of work not described in the Basic Scope of Services of the Agreement, *County* shall pay and *Engineer* shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
3. The performance of any additional services must be authorized in writing in advance by the *County Judge*.
4. In the event of any dispute over the classification of *Engineer's* services as either basic or additional services, the decision of the *County Judge* shall be final and binding.

EXHIBIT IV

PRODUCTION SCHEDULE

This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services.

The number of days expiring from the date of submittal to *County* of a complete work product to the date the review is finished and comments returned to *Engineer* shall not be included within the days allowed for completion.

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for *Engineer* to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, *Engineer* shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination, *Engineer* shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to *County* as a pre-condition to final payment.
3. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

Procedures for *Engineer* to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, *Engineer* shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to *County*, but shall be retained by *Engineer* unless requested by *County*.
2. During the period of suspension, *Engineer* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this Agreement, less previous payments.

Procedures for *Engineer* to follow upon exercise of right to terminate for substantial failure of *County* to perform:

1. In the event that *Engineer* exercises such right to terminate, within thirty (30) days after receipt by *County* of *Engineer's* Notice of Termination, *Engineer* shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to *County* as a pre-condition to final payment. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.
3. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. **Engineer** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Engineer** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Engineer's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **Engineer** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the **Project**, **Engineer** shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the **County** and TxDOT pertaining to such Disadvantaged Business Enterprise Program.
- E. **Engineer** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of **Engineer's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **Engineer** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. *Engineer* will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. *Engineer* will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event *Engineer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by *County* or Federal Agency, *Engineer* may request *County* and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT VII

INSURANCE REQUIREMENTS

During the life of this Agreement, **Engineer** agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$ 1,000,000.00 per occurrence and \$ 2,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$ 1,000,000.00 per occurrence and \$ 1,000,000.00 in the aggregate. **Engineer** shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$ 1,000,000.00.
- E. In the event **Engineer** is self-insured in connection with any or all of the above-required insurance policies, **Engineer** shall submit proof of such self-insurance and all financial statements as reasonably required by the **County** in order to determine the acceptability of such self-insurance.

Engineer shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by **County**. **Engineer** shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by **County** shall not relieve or decrease the liability of **Engineer** hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. **Engineer** shall furnish **County** with a certification of coverage issued by the insurer. **Engineer** shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the **County** and the **County Judge**, and agreed to and hereby acknowledged by the **Engineer**, that no provision of this Professional Services Agreement shall be construed to require the **County** or the **County Judge** to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

OK
my 7/5/2011

APPENDIX A

SCOPE OF SERVICES

THE ATTACHED SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE ENGINEER SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ENGINEERING PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT II.

EXCEPT AS PROVIDED FOR FEE SERVICES OR WORK-ORDER BASED SERVICES, THE ATTACHED SCOPE OF SERVICES SHALL INCLUDE A PRODUCTION SCHEDULE REFLECTING A TIMELINE FOR THE EXECUTION OF THE PROJECT.

The Consultant shall perform traffic engineering services such as but not limited to corridor studies, intersection studies, traffic signal studies, traffic signal design, access management construction plans and traffic signal timing plans.

The services to be rendered shall consist of the following tasks:

TASK 1.0 PROJECT MANAGEMENT

Initial Meeting- A meeting with the County and the Consultant will be held at the beginning of each project task. The purpose of this meeting is to establish procedures, deliverables, and schedules. Information, where applicable such as signal timing plans, construction plans, as-built plans, traffic counts and signalization program sheets will be provided and/or requested at this meeting.

Monthly Reports- Monthly progress reports will be prepared by the Consultant to ensure that the project schedule is being kept. The report shall include a progress chart indicating percent of time elapsed and percent of work completed. The report shall include changes in project schedule or estimated construction cost. The report may include a discussion of the previous month's progress, problems that were encountered, unresolved issues, and anticipated work for the next month.

TASK 2.0 WARRANT ANALYSIS

The Consultant may be directed to conduct a study to run a warrant analysis for intersections for various types of traffic control including traffic signals, all way stops, roundabouts, pedestrian crossings and pedestrian signals. The Consultant may be required to collect the necessary traffic count data required to perform the warrant analysis as outlined in the TMUTCD or as directed.

TASK 3.0 TRAFFIC MODELING

The Consultant may be directed to perform traffic modeling simulation for designated locations throughout the STATE. Typically, these models will be developed to determine the benefits of potential improvements such as geometric modifications or traffic signal installations/modifications. For comparison purposes, models will be developed depicting conditions before and after planned improvements. The latest version of Synchro/SimTraffic or VisSim will be required depending on the situation. The Project Manager will direct the Consultant as to which model will be required and the process by which the model shall be calibrated. Benefits to be analyzed may include safety improvements and congestion relief.

TASK 4.0 DATA COLLECTION

The Consultant will be required to collect field data and perform studies and designs for geometric modifications, safety improvements, roundabouts, speed limits, signs, pavement markings, and other traffic control devices. The Consultant may be required to assist with development of traffic engineering policies, standards, and manuals. Data collection may include a variety of traffic data, including but not limited to – roadway characteristics, intersection turning movements, vehicle volumes and classifications, crash data, speed limit studies, etc.

TASK 5.0 AERIAL PHOTOGRAPHY WITH FIELD VERIFICATION

As an alternate to a topographic survey, the Consultant may be required to utilize aerial photography as a base drawing for preliminary and final construction plans. The Consultant shall field verify roadway geometry, existing signalization, and utilities with a distance wheel. The survey will be drawn to a scale of 1"=20' for full size and will serve as the base drawing for the preliminary and final construction plans.

TASK 6.0 INTERSECTION/CORRIDOR ANALYSIS

The Consultant may be required to perform an analysis on an individual intersection or on a corridor as a whole. This analysis may require data collection, warrant analysis, safety analysis, traffic modeling and software runs in Synchro/SimTraffic, VISSIM and/or Sidra. Existing conditions will be compared to traditional intersection improvements as well as alternate designs such as roundabouts, median u-turns, and superstreet corridors.

Cost Benefit Comparisons – At least 3 but preferably 5 alternatives shall be considered. Each alternative will compare: level of service at 1, 5, 10 and 15 years from build; cost to build; cost to maintain; costs of crashes; costs of congestion and the cost of any geometric changes or upgrades needed in the future.

TASK 7.0 SIGNAL DESIGN

Construction Sequence Design- For roadway projects, an analysis of the roadway construction sequence will be performed to determine and design a signal installation for each sequence of the project if a signal is to be installed at the intersection. The intermediate signal design(s) will be needed to replace the existing signal to construct the roadway and provide signalization control for each change in traffic patterns during roadway construction.

Timing and Phasing Assignments- This task will involve an operational capacity analysis on the turning movement traffic demand used to drive optimum timing and parameters for the signal operation. The Consultant may be required to perform a Warrant Analysis and Data Collection. The software used for analysis will be the latest version of Synchro and SimTraffic. The results if applicable from this software will be the HCM Level of Service, arterial progression timings, offsets, cycle length, splits and a time-space diagram.

Hardware Location- A preliminary layout of signal poles, signal heads, overhead signs, detection (loops and/or video) and controller will be prepared prior to the field inspection. This layout will be the basis for conducting the field inspection. 4

Field Inspection- A field inspection of each intersection will be held. The Consultant will furnish the base drawing to the County. Unless otherwise determined through correspondence, the purpose of the inspection will be to locate existing and proposed signal equipment including poles, conduit, controllers, power supply, and interconnect. During the inspection the Consultant will collect digital photography of the intersection.

Signal Sheets- Traffic signal plans may be developed for inclusion in roadway projects or a standalone traffic signal projects. Standalone traffic signal projects will require full bidding documents which shall be developed in accordance with County requirements. Interconnected traffic signal systems shall also require traffic signal interconnect plan sheets.

Cost Estimate- The Consultant shall provide cost estimates of the project at preliminary plans and again at final plans.

Specifications/details- The Consultant may be directed to develop special provisions and/or details under this task.

TASK 7.0 OTHER ASSIGNMENTS

Other traffic engineering or related assignments may be required under this scope. Supplemental scope for such work will be developed specific to a work authorization as needed.

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT

Gonzalez-De La Garza & Associates, LLC "On-Call" Traffic Engineering PSA Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Contract Oversight:
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Gonzalez-De La Garza & Associates, LLC Professional Service Agreement (PSA) for "On-Call" Traffic Engineering Services.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Link: [Gonzalez-DeLaGarza On-Call Traffic Eng PSA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Hal Hawes	07/06/2011 01:45 PM	APRV
2	Jim Gilger	Jim Gilger	07/06/2011 01:53 PM	APRV
3	County Judge Exec Asst. Wendy Coco	Wendy Coco	07/06/2011 03:16 PM	APRV

Form Started By: Marie Walters
 Started On: 07/06/2011 11:16 AM
 Final Approval Date: 07/06/2011

Contract No. "On-Call" Traffic Engineering
Gonzalez-DeLaGarcia Checklist



Prior to Initiation of Work

- ☒ Signed and Executed Agreement
- ☒ Scope of Services – Appendix A
 - ☒ Exhibit A – Services to be provided by County
 - ☒ Exhibit B – Services to be provided by Engineer
 - ☒ Exhibit C – Work Schedule
 - ☒ Exhibit D – Fee Schedule
- ☒ Production Schedule – Exhibit IV
- ☒ Hourly Rates of Engineer – Exhibit II
- ☒ Work Authorization - Attachment A to Exhibit I
 - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☐ Data to be provided to Engineer by County
 - ☐ Plans
 - ☐ Maps
 - ☐ Studies
 - ☐ Reports
 - ☐ Field Notes
 - ☐ Statistics
 - ☐ Computations
 - ☐ Other: _____
- ☐ Contractors Qualification Statement – Appendix B
- ☒ Insurance *Pre-qualified/Certified List*
 - ☒ Worker's Compensation
 - ☒ Commercial General Liability Insurance
 - ☒ Automobile Liability Insurance
 - ☐ Professional Liability Errors and Omissions Insurance
 - ☐ Self Insurance Documentation
 - ☐ Insurance Certificates for Subcontractors and/or Sub-consultants
 - ☐ Approval of Insurance by County

Course of Work

- ☐ Original Engineering Work Product submittal
- ☐ "Completed" Engineering Work Product
- ☐ "Accepted" Engineering Work Product
- ☐ Modifications and/or Changes for Approval of Engineering Work Product
- ☐ "Approved" Engineering Work Product
- ☐ Revisions to Work Product
- ☐ Seal of Endorsement on all Engineering Work Product
- ☐ Data necessary for applications or documentation for permits and/or grants to be provided by Engineer to County

Notices (as applicable)

Contract No. _____

- ☐ Notice of Suspension
- ☐ Notice of Reinstatement
- ☐ Notice of Termination
- ☐ Notice of Staffing Changes
- ☐ Written Report of Accident

Documentation for Payment

- ☐ Internal Revenue Form W-9
- ☐ Invoice for Services Rendered
 - Supporting Documentation
 - Report of Completion Percentage
- ☐ Invoice for Reimbursables
 - Proof of prior payment by Engineer of Reimbursables

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Professional Services Agreement (**the "Agreement"**) is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (**the "County"**) and Gonzalez-De La Garza & Associates, LLC (**the "Engineer"**).

WHEREAS, **County** desires to obtain professional services for On-Call Traffic Engineering Services (**the "Project"**);

WHEREAS, **Engineer** has the professional ability and expertise to fulfill the requirements of the **Project**, and to counsel **County** in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, **County** and **Engineer** agree to the performance of the professional services by **Engineer** and the payment for these services by **County** as set forth herein.

Section I
Employment of the Engineer

County agrees to employ **Engineer** and **Engineer** agrees to perform professional engineering services for the **Project** as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent as designated in the Scope of Services in Appendix A, or as otherwise designated (**individually or collectively the "County Judge"**). The **County Judge** shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II
Basic Services of the Engineer

- A. In consideration of the compensation herein provided, **Engineer** shall perform professional engineering services for the **Project**, which are acceptable to the **County Judge**, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. **Engineer** shall also serve as **County's** professional engineer in those phases of the **Project** to which this Agreement applies and will consult with and give advice to **County** during the performance of **Engineer's** services.
- B. **Engineer** shall not commence work until **Engineer** has been thoroughly briefed on the scope of the **Project** and has been notified in writing by the **County Judge** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic Scope of Services:
 1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
 - b. Texas Department of Transportation Construction Manual, latest edition
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code, latest edition
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
 - j. National Electrical Code, latest edition
 - k. Williamson County Design Criteria & Project Development Manual, latest edition
 - l. TxDOT Bridge Division Foundation Manual, latest edition
 3. Design Criteria Order of Precedence: Design Criteria for the **Project** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.
 4. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
 5. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III

Fee schedule

- A. For and in consideration of the performance by **Engineer** of the work described in the Scope of Services, **County** shall pay and **Engineer** shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by **Engineer** on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services **Engineer** shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of **Engineer's** services as basic or additional services under this agreement, the decision of the **County Judge** shall be final and binding on **Engineer**.

Section IV

Period of Service

- A. **Engineer** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by **County** and will remain in full force and effect for the period required for the design, construction contract award and construction of the **Project**, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. **Engineer** shall complete all design work as described in the Scope of Services within 730 calendar days from receipt by **Engineer** of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither **Engineer** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **Engineer's** or **County's** reasonable control. Upon the discovery of such an event, **Engineer** shall notify **County**, and attend a special meeting with the **County Judge** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County Judge**.
- D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **Engineer** of written Notice of Reinstatement from **County**. **Engineer**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the **Engineer's** services

hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. **County** may unilaterally terminate this Agreement for reasons other than substantial failure by **Engineer** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following **Engineer's** receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. **Engineer** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of **Engineer** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Engineer** shall be liable for any additional costs incurred by **County**.
- F. **Engineer** specifically acknowledges that **County** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining **County's** actual damages, **Engineer** agrees that one-hundred and No/100 Dollars (\$100.00) per day shall be retained by **County** from any amounts due **Engineer** for every day that **Engineer** does not meet the production requirements set forth in Exhibit IV. ✓
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by **County** is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Engineer's** services. The **County Judge** may designate representatives to transmit instructions and receive information.

- B. *Engineer* shall not commence work on any phase of the *Project* until a thorough briefing on the scope of the *Project* is received and a written Work Authorization is issued by the *County Judge* in substantially the form of Attachment A to Exhibit I.
- C. *Engineer* shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that *Engineer* shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. *Engineer* shall have the responsibility at all times under the terms of this Agreement to advise *County* whether in *Engineer's* judgment it is feasible to proceed with the recommendations given any constraints affecting the *Project*.
- E. *Engineer* shall cooperate and coordinate with *County's* staff, and other engineers and contractors as reasonable and necessary and as required by the *County Judge*.

Section VI **Review of Work Product**

- A. *Engineer's* engineering work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by *Engineer* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. The completeness of any engineering work product submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *Engineer* in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, *County* shall notify *Engineer* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *Engineer*, who shall perform such professional services as are required to complete the work and resubmit it to *County*. This process shall be repeated until a submission is complete.
- E. *County* shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to *Engineer*, who shall perform any required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Judge's* opinion substantial compliance with the requirements of this Agreement has been achieved.

- F. After acceptance, **Engineer** shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the **County Judge**. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final engineering work products, **Engineer** shall without additional compensation perform any work required as a result of **Engineer's** development of the products which is found to be in error or omission due to **Engineer's** negligence. However, any work required or occasioned for the convenience of **County** after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of **Engineer's** work products as complete, accepted, or approved under this Agreement, the decision of the **County Judge** shall be final and binding on **Engineer**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII

Revision to Work Product


Engineer shall make without expense to **County** such revisions to the work product as may be required to correct negligent errors or omissions so the work product meets the needs of **County**, but after the approval of the work product any revisions, additions, or other modifications made at **County's** request which involve extra services and expenses to **Engineer** shall entitle **Engineer** to additional compensation for such extra services and expenses, provided however, that **Engineer** agrees to perform any necessary corrections to the work products, which are found to be in negligent error or omission as a result of the **Engineer's** development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by **Engineer** to revise the plans in order to make the **Project** constructible, **Engineer** shall do so without additional compensation. In the event of any dispute over the classification of **Engineer's** services as Basic or Additional Services under this Agreement, the decision of the **County Judge** shall be final and binding on **Engineer**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII

Engineer's Responsibility and Liability

- A. **Engineer** covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, **Engineer** shall inform **County** of such event within five working days.
- B. **Engineer** shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the **County Judge** regarding county permitting or similar requirements properly waivable by the **County Judge**.
- C. Acceptance and approval of the final plans by **County** shall not release **Engineer** of any

responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.

- D. **ENGINEER SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF ENGINEER OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ENGINEER SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.**
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
- I. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. *Engineer* shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.
- 

- K. *Engineer* is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of *Engineer* shall be classified as an employee of *County*.

Section IX Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by *Engineer* are the property of *County* and upon completion of the work or termination of this Agreement or as otherwise instructed by *County* and/or *County Judge*, shall be delivered to *County* in an organized fashion with *Engineer* retaining a copy.
- B. Any reuse by *Engineer* of any such documents described in subsection A above, without the specific written consent of *County* shall be at *Engineer's* sole risk and without liability or legal exposure to *County*. Should *Engineer* be terminated, *Engineer* shall not be liable for *County's* use of partially completed designs, plans, or specifications on this *Project* or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by *Engineer*, or Surveyor, as applicable, as specified by professional standards.
- C. *Engineer* will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and *County's* respective engineers and contractors, without the specific written consent of *Engineer*. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X Maintenance of and Right of Access to Records

- A. *Engineer* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. *Engineer* further agrees that *County* or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of *Engineer*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Engineer* agrees that *County* shall have access during normal working hours to all necessary *Engineer* facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. *County* shall give *Engineer* reasonable advance notice of intended audits.
- C. *Engineer* further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that *County* shall, until the expiration of three (3) years

after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that **County** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. **County** shall give sub-consultant reasonable advance notice of intended audits.

- D. **Engineer** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Engineer** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI Miscellaneous

- A. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- B. **Venue and Governing Law.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** **Engineer** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Engineer.** **Engineer** certifies that neither **Engineer** nor any members of **Engineer's** firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for **Engineer**) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for **Engineer**) any fee, contribution, donation, or

consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Engineer further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the **Project** involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

- E. **Notice.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

ENGINEER: Gonzalez-De La Garza & Associates, LLC
8313 Gallatin Dr.
Austin, TX 78736

COUNTY: Williamson County Judge
Dan Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Hal C. Hawes
Legal Advisor
Office of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626

and to: Prime Strategies, Inc.
1508 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver


and to: HNTB
14 Galloping Road
Round Rock, Texas 78681
Attn: James Klotz, P.E.

and to: Williamson County Director of Infrastructure
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626
Attn: Robert B. Daigh, P.E.

and to: _____

✓
ok
m

- F. **Insurance Requirements.** *Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** *Engineer* shall provide to *County Judge* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it results from or involves any action or failure to act by the *Engineer* or any employee or agent of the *Engineer* and which arises in any manner from the performance of this Agreement, the *Engineer* shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The *Engineer* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *Engineer*, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the *Engineer's* performance of work under this Agreement.

- M. **Definition of Engineer.** The term “*Engineer*” as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that *Engineer* is a Limited Liability Corporation, duly authorized to transact and do business in the State of Texas. 
- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- R. **Independent Contractor Relationship.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- S. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to *County*, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. *County* does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- T. **Interest and Late Payments.** *County's* payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by *County* within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by *County* in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of *County's* fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a

discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, **County** shall notify the party requesting payment of such an invoice of the discrepancy. Following **County's** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. **County** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. **County's** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

- U. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that **County**, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to **County** as to whether or not the same are available to the public. It is further understood that **County's** officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that **County**, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to **County** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- V. **Acknowledgement.** As a duly authorized representative of **Engineer**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Engineer** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- W. **Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.
- X. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **County** and **Engineer** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both **County** and **Engineer**. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this _____ day of _____, 200____.

THE ENGINEER:

GONZALEZ-DE LA GARZA &
ASSOCIATES, LLC

BY: 

Printed Name: AYDA GONZALEZ

Title: PRESIDENT

WILLIAMSON COUNTY:

BY: _____

Williamson County Judge

Reviewed as to Form By:

Legal Advisor to the Williamson
County Commissioners Court

Funds Verified By:

County Contracts
Management Auditor

OK
my 7/5/2011

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$300,000. ✓
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 *Engineer* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Engineer* shall receive compensation for only those services actually rendered.

SECTION 3 – WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in completion of

October 2009

the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The **Engineer** shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 **Engineer** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, **Engineer** shall not be compensated for work made necessary by **Engineer's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$300,000, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, **Engineer** shall provide **County Judge** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to **County Judge** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the **Project**.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by **Engineer**.
- 5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2009-2010 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at www.wilco.org.

ATTACHMENT A

WORK AUTHORIZATION NO. SAMPLE

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and _____ (*the "Engineer"*).

Part 1. The *Engineer* will provide the following engineering services:

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 200__.

ENGINEER:
[Insert Company Name HERE]

COUNTY:
Williamson County, Texas

By: _____
Signature

By: SAMPLE
Signature

Printed Name

Printed Name

Title

County Judge
Title

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT II
HOURLY RATES

- 1. Professional Engineer.....\$152.01
- 2. Engineering Associate.....\$87.12
- 3. Technician.....\$52.26
- 4. Secretary/Clerical.....\$39.00
- 5. Expert Witness Testimony.....\$200.00

Other Direct Expenses:

Mileage.....\$0.555/mile

Reproduction Services

8 ½ X 11 sheets.....\$0.20/sheet
11 X 17 sheets.....\$0.30/sheet
Full-Size sheets.....\$0.80/sheet

OK
my 7/5/2011

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to *Engineer* for the work described in the Basic Scope of Services of the Agreement.
2. For the performance of work not described in the Basic Scope of Services of the Agreement, *County* shall pay and *Engineer* shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
3. The performance of any additional services must be authorized in writing in advance by the *County Judge*.
4. In the event of any dispute over the classification of *Engineer's* services as either basic or additional services, the decision of the *County Judge* shall be final and binding.

EXHIBIT IV

PRODUCTION SCHEDULE

This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services.

The number of days expiring from the date of submittal to *County* of a complete work product to the date the review is finished and comments returned to *Engineer* shall not be included within the days allowed for completion.

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for *Engineer* to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, *Engineer* shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination, *Engineer* shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to *County* as a pre-condition to final payment.
3. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

Procedures for *Engineer* to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, *Engineer* shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to *County*, but shall be retained by *Engineer* unless requested by *County*.
2. During the period of suspension, *Engineer* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this Agreement, less previous payments.

Procedures for *Engineer* to follow upon exercise of right to terminate for substantial failure of *County* to perform:

1. In the event that *Engineer* exercises such right to terminate, within thirty (30) days after receipt by *County* of *Engineer's* Notice of Termination, *Engineer* shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to *County* as a pre-condition to final payment. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.
3. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI**EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. **Engineer** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Engineer** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Engineer's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **Engineer** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the **Project**, **Engineer** shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the **County** and TxDOT pertaining to such Disadvantaged Business Enterprise Program.
- E. **Engineer** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of **Engineer's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **Engineer** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. **Engineer** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. **Engineer** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event **Engineer** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Engineer** may request **County** and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT VII**INSURANCE REQUIREMENTS**

During the life of this Agreement, **Engineer** agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate. **Engineer** shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.00.
- E. In the event **Engineer** is self-insured in connection with any or all of the above-required insurance policies, **Engineer** shall submit proof of such self-insurance and all financial statements as reasonably required by the **County** in order to determine the acceptability of such self-insurance.

Engineer shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by **County**. **Engineer** shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by **County** shall not relieve or decrease the liability of **Engineer** hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. **Engineer** shall furnish **County** with a certification of coverage issued by the insurer. **Engineer** shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the **County** and the **County Judge**, and agreed to and hereby acknowledged by the **Engineer**, that no provision of this Professional Services Agreement shall be construed to require the **County** or the **County Judge** to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

APPENDIX A

SCOPE OF SERVICES

THE ATTACHED SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE ENGINEER SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ENGINEERING PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT II.

EXCEPT AS PROVIDED FOR FEE SERVICES OR WORK-ORDER BASED SERVICES, THE ATTACHED SCOPE OF SERVICES SHALL INCLUDE A PRODUCTION SCHEDULE REFLECTING A TIMELINE FOR THE EXECUTION OF THE PROJECT.

- Traffic Warrants
- Traffic Impact Analysis
- Traffic Counts
- Intersection Analysis and Alternatives
- Traffic Signal Design
- Traffic Calming Studies/Alternatives
- Development Plan Review
- Work Zone Traffic Control Plans
- Parking Studies
- Access Management Studies
- Signing and Pavement Markings

OK
M

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT

Halff Supplemental #6 to RM 620 PSA Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Halff Associates, Inc. Supplemental #6 to their RM 620 Professional Service Agreement (PSA).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Halff Supp6 RM620 PSA](#)

Link: [Halff RM620 Supp2 WA5](#)

Form Routing/Status

Form Started By: Marie Walters
Started On: 07/07/2011 11:01 AM
Final Approval Date: 07/07/2011

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

ENGINEER:

By: Michael A. Moya
Signature

Michael A. Moya
Printed Name

Vice-President
Title

7/5/2011
Date

COUNTY:

By: _____
Signature

Dan A. Gattis
Printed Name

County Judge
Title

Date

OK
m 7/5/2011



Project Name: RM 620 Safety Improvements PS&E

ATTACHMENT A

SUPPLEMENTAL NO. 2 TO WORK AUTHORIZATION NO. 5

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Halff Associates, Inc. (*the "Engineer"*).

Part 1. The *Engineer* will provide the following engineering services: Field surveying, geotechnical testing and analysis, traffic engineering and analysis of potential median openings, and design of City of Round Rock waterline adjustments

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$67,103.00.

Part 3. Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2011, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Project Name: RM 620 Safety Improvements PS&E

ATTACHMENT A (con't.)

Part 6. This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:
Halff Associates, Inc

COUNTY:
Williamson County, Texas

By: Michael A. Moya
Signature

By: _____
Signature

Michael A. Moya
Printed Name

Dan A. Gattis
Printed Name

Vice-President
Title

County Judge
Title

7/5/2011
Date

Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule *(based on approved rates in PSA Exhibit II executed by Commissioners Court action)*

OK
m 7/5/2011

**WORK AUTHORIZATION #5
SUPPLEMENTAL AGREEMENT #2**

EXHIBIT A

SERVICES PROVIDED BY THE COUNTY

FOR

**PROFESSIONAL SERVICES FOR
RM 620 SAFETY IMPROVEMENTS
IN WILLIAMSON COUNTY**

FROM CORNERWOOD TO WYOMING SPRINGS

Services to be provided by the County or the GEC

See Work Authorization 5 for Information Services by Williamson County.

Informational Services by County

See Work Authorization 5 for Information Services by Williamson County.

Coordination Services by County

See Work Authorization 5 for Coordination Services by Williamson County.

**WORK AUTHORIZATION #5
SUPPLEMENTAL AGREEMENT #2**

EXHIBIT B

SERVICES PROVIDED BY ENGINEER

FOR

**PROFESSIONAL SERVICES FOR
RM 620 SAFETY IMPROVEMENTS
IN WILLIAMSON COUNTY**

RM 620

IN WILLIAMSON COUNTY

FROM CORNERWOOD TO WYOMING SPRINGS

Scope of Services for this Supplemental Agreement provided by Halff Associates, herein referred to as "Engineer" for Williamson County, herein referred to as "County", and involves project management in support of geotechnical testing, field surveying, traffic engineering and analysis, and design of City of Round Rock water lines. Also this scope of services includes roadway design services to revise plans, specifications and estimates and engineering associated with median openings along the RM 620 Highway in Williamson County, Texas from Cornerwood Drive to Wyoming Springs Drive. Additionally this scope of services provides for signal design services to incorporate the permanent signal at O'Connor Drive and to remove the temporary signal at O'Connor Drive.

This engineering scope for this Supplemental Agreement includes the following major tasks:

- Project Management Services
- Revisions to PS&E for the addition of a WB PGL and TCP phasing changes
- Preparation of miscellaneous exhibits and supporting information related to potential median openings and improved access to H-E-B from Smyers Lane and O'Connor
- Revisions to PS&E for signal design at O'Connor Drive

TASK 1 - PROJECT MANAGEMENT AND COORDINATION

Engineer, in association with the Williamson County Road Bond Manager, herein referred to as "Contract Manager", and the County's General Engineering Consultant (HNTB Corporation), herein referred to as the "GEC", will be responsible for completing/coordinating activities associated with additional services for RM 620 from Cornerwood Drive to Wyoming Springs. The scope of additional services is summarized above and described in detail as the following tasks:

1.1 - Monthly Progress Reports, Invoices, and Billings

For the additional work to be performed, Engineer will prepare Monthly Progress Reports and advise the GEC of with regard to the progress of the geotechnical testing, temporary pavement

**WORK AUTHORIZATION #5
SUPPLEMENTAL AGREEMENT #2**

design, traffic studies, PS&E revisions and the preparation of exhibits and supporting information related to potential median openings and improved access to H-E-B from Smyers Lane and O'Connor. These Reports will include, but not be limited to:

- A. TASKS completed during the reporting period.
- B. TASKS/Objectives planned for upcoming periods.
- C. Problems encountered and the actions to remedy them.
- D. Overall Project status, including a tabulation of TASK percentage complete, management schedule indicating Project development progress, and supporting documentation.

For the additional work; Engineer and sub-consultant invoices will be submitted to the GEC.

Deliverables

- Progress Report (1 copy per Invoice/Billing).
- Invoices (1 copy per Billing).

1.2 - Coordination/Administration

For the additional work to be performed, Engineer will oversee preparation of documents and manage Project activities:

- A. Coordination. Correspondence and coordination will be handled through, and with the concurrence of, the GEC.
- B. Lines of Communication. Communications between the Engineer and the County is via the GEC unless otherwise directed by the GEC or County. Engineer shall designate one Texas Registered Professional Engineer as the Project (Services) Manager responsible for Project management and all GEC Communications.
- C. Administration. Engineer will manage Project activities (including scheduled/unscheduled meetings), direct Engineer's team/staff correspondence with County, and assist the County in preparing responses to Project-related internal/external inquiries.
- D. Project Meetings. For the work to be performed 2 meetings involving Engineer are forecasted with geotechnical subconsultant and the GEC:

Deliverables

- All incoming correspondence (1copy).
- All outgoing correspondence (1 copy).
- Original (Project) files (1copy).

TASK 2 - REVISIONS TO PS&E FOR WB PROFILE AND TCP CHANGES

The Engineer will revise the PS&E to add a westbound (WB) profile grade line (PGL) as required during the review process. This is a change in scope from the previous scope and direction to only mill and overlay the WB lanes. Also to address comments and

- 2.1 Revise the traffic control plan phasing of the multiple box Culvert 4 located at approximate station 395+00 as directed by TxDOT at the 90% review meeting.
- 2.2 Additional plan sheets and phasing required to adequately control traffic
- 2.3 Establish a WB PGL, verify 45 mph criteria is met, verify the existing pavement depth is not reduced, and modify schematic drawings post 100% submittal to add WB PGL
- 2.4 Modifications to typical section sheets a result of the addition of a WB PGL

**WORK AUTHORIZATION #5
SUPPLEMENTAL AGREEMENT #2**

- 2.5 Additional (dual) profile sheets a result of the addition of a WB PGL
- 2.6 Revisions to roadway plan sheets as a result of the addition of a WB PGL
- 2.7 Additional evaluation of the TCP and modifications to the TCP typical sections and linework as a result of the addition of a WB PGL
- 2.8 Revisions to working roadway cross sections as a result of the addition of a WB PGL

TASK 3 – MISCELLANEOUS SUPPORT TASKS

- Met with County and GEC to review previously prepared exhibits of median openings.
- Prepared new exhibit to match schematic and show median openings at preferred locations.
- Prepared alternatives and exhibits for connecting HEB to Smyers Lane including:
 - Potential ROW needs
 - Traffic considerations
 - Impacts to adjacent properties
 - Research of existing utilities and impacts of the various alternatives
- Examined the existing left turn bay from southbound O'Connor into the HEB including:
 - Existing storage and traffic counts / queue lengths
 - Feasibility and impacts of lengthening the turn bay for future storage needs

TASK 4 – TRAFFIC SIGNAL REVISIONS

The Engineer will revise the PS&E plan set to include the proposed permanent traffic signal at O'Connor Drive and remove the temporary traffic signal at O'Connor Drive. The work will entail:

1. Develop file data transfer to WILCO GEC for delivery to Klotz-temporary signal design files.
2. Receive and document data transfer from WILCO GEC previous permanent signal design at O'Connor Drive-prepared by others-for use by Halff to provide a permanent traffic signal design at O'Connor Drive.
3. Provide design services to provide the O'Connor permanent traffic signal design.
4. Revise quantities and summaries and estimates to remove the temporary traffic signal and to insert the permanent traffic signal.
5. Coordination with third party designer to facilitate the data transfer of electronic files.
6. Internal coordination/coordination with WILCO GEC/TXDOT.

ANY ADDITIONAL SERVICES REQUIRED BEYOND THOSE SPECIFICALLY IDENTIFIED IN THIS PROPOSAL ARE BEYOND THE SCOPE OF SERVICES TO BE PROVIDED UNDER THIS WORK AUTHORIZATION. ANY REQUIRED ADDITIONAL SERVICES WILL BE SEPARATELY IDENTIFIED AND NEGOTIATED AND SUCH ADDITIONAL SCOPE AND COMMENSURATE FEE WILL BE AUTHORIZED UNDER A SUPPLEMENTAL AGREEMENT.

**WORK AUTHORIZATION #5
SUPPLEMENTAL AGREEMENT #2**

EXHIBIT C

**SCHEDULE OF SERVICES PROVIDED BY ENGINEER
FOR
PROFESSIONAL SERVICES FOR
RM 620 SAFETY IMPROVEMENTS
IN WILLIAMSON COUNTY
FROM CORNERWOOD TO WYOMING SPRINGS**

The following is the general work outline.

- | | |
|--|-----------|
| ♦ Revisions to PS&E | Complete |
| ♦ Miscellaneous support tasks | On-going |
| ♦ Revision of plans at O'Connor traffic signal | mid July* |

* Timeframe is dependent upon data transfer from third party (CAD files from Klotz Associates). Schedule for traffic signal revisions is dependent upon receipt of data transfer and receipt of any additional comments from TxDOT.

1 OF 1

10WC812 CR 104 Phase 2 Change Order No 3

Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Tiffany Mcconnell, Road Bond
Submitted For: Tiffany Mcconnell
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Change Order No. 3 in the amount of \$7,431.85 for CR 104 Phase 2 (Project No. 10WC812), a Road Bond Project in Precinct Three.

Background

The original plans did not include construction details for the sidewalk that extended beyond the approach slabs at the Mankins Branch Bridge. This Change Order provides these details. In addition to adding additional quantities for concrete flume and concrete curb and gutter, this Change Order adds three new pay items to the contract in order to reimburse the contractor for this work.

Also, TxDOT requested that one core hole per bridge bent be drilled in order to confirm that the drilled shaft foundations for the bridges were founded in solid material. This Change Order adds a pay item to the contract in order to provide payment to the contractor for this work.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [10WC812 CR 104 Ph 2 CO 3](#)

Form Routing/Status

Form Started By: Tiffany Mcconnell
 Started On: 07/06/2011 02:34 PM
 Final Approval Date: 07/07/2011

Received

JUN 30 2011

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

CONTRACTOR: Chasco Constructors

2. Change Order Work Limits: Sta. 55+00 to Sta. 59+00

3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 1B, 4B (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

1B: Design Error or Omission. Other. The original plans did not provide details for the sidewalk construction beyond the bridge approach slabs. 4B: Third Party Accommodation. Third party requested work. TxDOT requested that one core hole per bridge bent be drilled during drilled shaft construction.

6. Work to be performed in accordance with Items: See attached.

7. New or revised plan sheet(s) are attached and numbered: 9, 11, 12, 54, 55B, 65

8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time *, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR

Date 6-28-11

By

Typed/Printed Name

BILL BAMBRICK

Typed/Printed Title

PROJECT MGR

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: \$7,431.85

RECOMMENDED FOR EXECUTION:

 P.E. 6/30/11

Project Manager
Construction Observer

Design Engineer

Date

Program Manager

Date

Design Engineer's Seal:

See Revised Sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge Date
APPROVED

*Number of days to be added by Time Extension to be determined upon completion of work and detailed review of schedule. If justified, days will be added under a separate Change Order.

10WC812

CHANGE ORDER NUMBER: 3

TABLE A: Force Account Work and Materials Placed into Stock

[illegible]

TABLE B: Contract Items

TABLE B7 - Contract Items									
ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
432-2048	RIPRAP (CONC)(FLUME)	CY	\$297.00	34.70	\$10,305.90	2.90	37.60	\$11,167.20	\$861.30
531-2015	CONC SIDEWALKS (4")	SY	\$30.00	0.00	\$0.00	50.00	50.00	\$1,500.00	\$1,500.00
531-2018	CURB RAMPS (SPECIAL)	EA	\$750.00	0.00	\$0.00	2.00	2.00	\$1,500.00	\$1,500.00
531-2034	CONC SIDEWALK (DRAIN)	LF	\$203.00	0.00	\$0.00	10.00	10.00	\$2,030.00	\$2,030.00
COG-005	CONC CURB & GUTTER	LF	\$8.15	4,110.00	\$33,496.50	97.00	4,207.00	\$34,287.05	\$790.55
416-9000	DRILL SHAFT CORE HOLE	EA	\$125.00	0.00	\$0.00	6.00	6.00	\$750.00	\$750.00
TOTALS					\$43,802.40			\$51,234.25	\$7,431.85

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Project
CR 104 – Phase II
Williamson County Project No. 10WC812

Change Order No. 3

Reason for Change

This Change Order provides payment to the contractor to construct the portion of sidewalk that extended beyond the approach slabs at the Mankins Branch Bridge. The original plans did not include construction details for this portion of the sidewalk. In addition to increasing quantities for concrete flume and concrete curb and gutter, this Change Order adds three new pay items to the contract.

In addition, this Change Order adds a pay item to the contract to provide payment to the contractor for coring one drill shaft core hole per bridge bent in order to confirm that the drilled shaft foundations for the bridges were founded in solid material. These cores were taken at TxDOT's request, and this cost will be 90% reimbursed with federal funds. Pricing for the cores is set at \$125 each, per the specifications.

Following is a description of the new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
531-2015	CONC SIDEWALKS (4")	50	SY
531-2018	CURB RAMPS (SPECIAL)	2	EA
531-2034	CONC SIDEWALK (DRAIN)	10	LF
416-9000	DRILL SHAFT CORE HOLE	6	EA

This Change Order results in a net increase of \$7,431.85 to the Contract amount, for an adjusted Contract total contract amount of \$2,259,507.95. The original Contract amount was \$2,247,002.60. As a result of this and all Change Orders to date, \$12,505.35 has been added to the Contract, resulting in a 0.56% net increase in the Contract Cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Huitt~Zollars, Inc.

Kenneth L. 'Zeke' Zieschang, P.E.

ITEM NO.	DESC.	SP NO.	UNIT	COUNTY	TXDOT	EST.	FINAL	TOTAL
100	2002	002	STA	51	5	55		
105	2008	001	SY	2259	902	3161		
106	2008	001	SY	2259	902	3161		
110	2001	001	CY	15938	550	16488		
110	2003	001	CY	32	3	200		
132	2003	001	CY	6186	1256	7442		
160	2003	001	SY	18540	2414	20954		
164	2001	002	SY	9270	1207	10477		
164	2004	002	SY	9270	1207	10477		
247	2004	003	FLBS	10982	470	11452		
260	2002	001	TON	531	27	638		
260	2027	001	TIME	27465	1187	28832		
310	2005	001	GAL	4806	209	5015		
340	2034	003	TON	3745	174	3919		
416	2003	001	LF	82	102	184		
416	2003	001	LF	215	520	735		
420	2003	002	CY	78.0	84.4	162.4		
420	2004	002	CY	0	59.2	59.2		
420	2003	002	CY	148.2	180.6	328.8		
420	2034	002	CY	0	40.2	40.2		
422	2001	001	SF	3220	12421	15641		
425	2003	001	PRESTR	417.74	1660.86	2078.10		
428	2001	001	CONC	358	1380	1738		
432	2002	001	CY	11.2	0	11.2		
432	2003	001	CY	533	175	698		
432	2004	001	CY	17.2	17.2	34.4		
432	2008	001	CY	32	28.4	37.6		
432	2016	001	LF	278	565	793		
454	2005	001	LF	118	136	254		
460	2003	001	LF	262	0	262		
460	2004	001	LF	36	0	36		
464	2003	003	LF	628	0	628		
464	2005	003	LF	113	0	113		
464	2007	003	LF	1188	0	1188		
464	2009	003	LF	425	0	425		
464	2010	003	LF	671	0	671		
464	2011	003	LF	2	0	2		
464	2012	003	LF	4	0	4		
464	2013	003	LF	4	0	4		
464	2014	003	LF	4	0	4		
464	2015	003	LF	4	0	4		
464	2016	003	LF	4	0	4		
464	2017	003	LF	4	0	4		
464	2018	003	LF	4	0	4		
464	2019	003	LF	4	0	4		
464	2020	003	LF	4	0	4		
464	2021	003	LF	4	0	4		
464	2022	003	LF	4	0	4		
464	2023	003	LF	4	0	4		
464	2024	003	LF	4	0	4		
464	2025	003	LF	4	0	4		
464	2026	003	LF	4	0	4		
464	2027	003	LF	4	0	4		
464	2028	003	LF	4	0	4		
464	2029	003	LF	4	0	4		
464	2030	003	LF	4	0	4		
464	2031	003	LF	4	0	4		
464	2032	003	LF	4	0	4		
464	2033	003	LF	4	0	4		
464	2034	003	LF	4	0	4		

SHEET NO.	SHEET STATION RANGE	100-2002	105-2008	106-2002	110-2001	110-2003	132-2003	160-2003	164-2003	164-2004	164-2003	247-2004	200-2002	260-2002	310-2005	340-2004
		PREPARING ROW	REMOVING STAB BASE AND ASPHALT (6")	OBLITERATING ABANDONED ROAD	EXCAVATION (ROADWAY)	EXCAVATION (SPECIAL)	EMBANKMENT (FINAL) (ORD COMP) (TY B)	FURNISHING AND PLACING TOPSOIL (4")	DRILL SEEDING (PERM) (RURAL) (CLAY)	DRILL SEEDING (TEMP) (WARM)	FLBS (CMP IN PLC (TY A GR 4) (FNL POS	LIME (HYDRATED) (SURPLUS)	LIME TRT (EXST MATL) (8")	PRIME COAT (MC-30 OR AE-P)	D-CR (HMA) (METH) TY-C PG64-22	
1	24+00 to 34+00	STA	SY	SY	CY	CY	CY	SY	SY	SY	883	1144	TON	SY	GAL	TON
2	34+00 to 44+00	5			943	20	458	1766	1766	883	883	1144	66	2890	489	364
3	44+00 to 54+00	10	102	102	2991	40	1181	3512	3512	1756	1756	2281	131	5763	978	693
4*	54+00 to 64+00 (COUNTY)	5	876	876	3116	39	1084	3550	3550	1775	1775	2246	129	5674	978	727
					1194	18	386	2078	2078	1039	1039	1012	58	2557	450	372
5	64+00 to 74+00 (STATE)	5	902	902	550	8	1256	2414	2414	1207	1207	470	27	4187	209	174
6	74+00 to 84+00	10	1281	1281	2696	33	2714	3746	3746	1873	1873	1879	108	4747	835	694
7	84+00 to 94+00	1	277	277	4731	38	3632	3632	3632	1816	1816	2200	126	5538	978	814
TOTAL		56	3161	3161	16488	200	7442	20954	20954	10477	10477	11452	638	28932	5015	3919

SHEET NO.	SHEET STATION RANGE	432-2040	496-2016	CG-005	530-2004	530-2010	530-2011	530-2017	531-2015	531-2018	531-2024	540-2011	544-2001	560-2004
		RIPRAP (MOW STRIP) (5 IN)	REMOV STR (PIPE)	CONC CURB & GUTTER	INTER-SECTIONS (CONC)	DRIVEWAYS (CONC)	DRIVEWAYS (ACP)	TURNOUTS (ACP)	CONC SIDEWALKS (4")	CURB RAMPS (SPECIAL)	CONC SIDEWALK (SHRINK)	MTL BEAM GD FEN TRANS (THIR-Beam)	GUARDRAIL END TREATMENT (INSTALL)	MAILBOX INSTALL-S (WC-POST) TV 3 FND
		CY	EA	LF	SY	SY	SY	SY	SY	EA	LF	EA	EA	EA
1	24+00 to 34+00		3	1000	79	88								
2	34+00 to 44+00		5	2000		204								
3	44+00 to 54+00		7	1110	158	84	218	89						
	54+00 to 64+00						42	58						
4*	(COUNTY)													
	54+00 to 64+00													
	(STATE)	17.2		97					50	2	10	4	4	
5	64+00 to 74+00						37	10				4	4	
6	74+00 to 84+00	17.2					192							
7	84+00 to 94+00													
									50	2	10	8	8	14
			15	4307	727	376	489	157						

QUANTITY DIVISIONS ON SHEET 4 ARE FOR PROJECT MANAGEMENT PURPOSES ONLY AND DO NOT AFFECT BIDDING OR CONSTRUCTION.

1 5/4/10 - ADDED ITEM FOR LIVE & EXCAV
2 5/14/10 - ADDED TURNOUTS
3 2/24/11 - ADDED SOWLX AND C&G



WILLIAMSON COUNTY
COUNTY ROAD 104

SUMMARY OF ROADWAY QUANTITIES

DATE: 2/24/2011	DNS BIL	DNS BIL	CHK REC	APR PCS
FED. RD. DIV. NO.	6	FEDERAL AID PROJECT NO.	SHEET NO.	
STATE	TEXAS	DIST.	COUNTY	11
CONTRACT	0914	AUS	WILLIAMSON	
		SECT.	JOB	
		05	141	CR 104

PRINTED
PLOT DRIVER:

SHEET NO.	STORM SEWER SHEET STATION RANGE	464-2003		464-2005		464-2007		464-2009		464-2010	
		RC PIPE (CL.III)(28 IN)	LF	RC PIPE (CL.III)(24 IN)	LF	RC PIPE (CL.III)(30 IN)	LF	RC PIPE (CL.III)(36 IN)	LF	RC PIPE (CL.III)(42 IN)	LF
1	0+00 to 4+75										
2	4+75 to 10+25	146									
3	10+25 to 15+75	35	58			479		354			
4	15+75 to 21+25	96				550					
5	21+25 to 26+75	331	55			159					
	TOTAL	608	113			1188		475			671

SHEET NO.	PLAN & PROFILE SHEET STATION RANGE	432-2002	432-2048	462-2003	480-2004	467-2301	467-2303
		RIPRAP (CONC) (5'IN) CY	RIPRAP (CONC) (FLOUCE) CY	CMP (GAL STL 18 IN) LF	CMP (GAL STL 24 IN) LF	SET (TY II) (18 IN) (CMP) (6-3) (P) EA	SET (TY II) (24 IN) (CMP) (6-1) (P) EA
1	24+00 to 34+00	0.2					
2	34+00 to 44+00						
3	44+00 to 54+00		4.4	76	36	4	2
4*	54+00 to 64+00 [COUNTY]	11.0	1.9	34		2	
	54+00 to 64+00 (STATE)		31.3				
5	64+00 to 74+00			36		2	
6	74+00 to 84+00			116		4	
7	84+00 to 94+00						
	TOTAL	11.2	37.6	262	36	12	2

QUANTITY DIVISIONS ON SHEET 4 ARE FOR PROJECT MANAGEMENT PURPOSES ONLY AND DO NOT AFFECT BIDDING OR CONSTRUCTION.

1	01/13/81 0300P - 01/15/82/23	20113 0000 0300P - 11/24/82
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WILLIAMSON
COUNTY

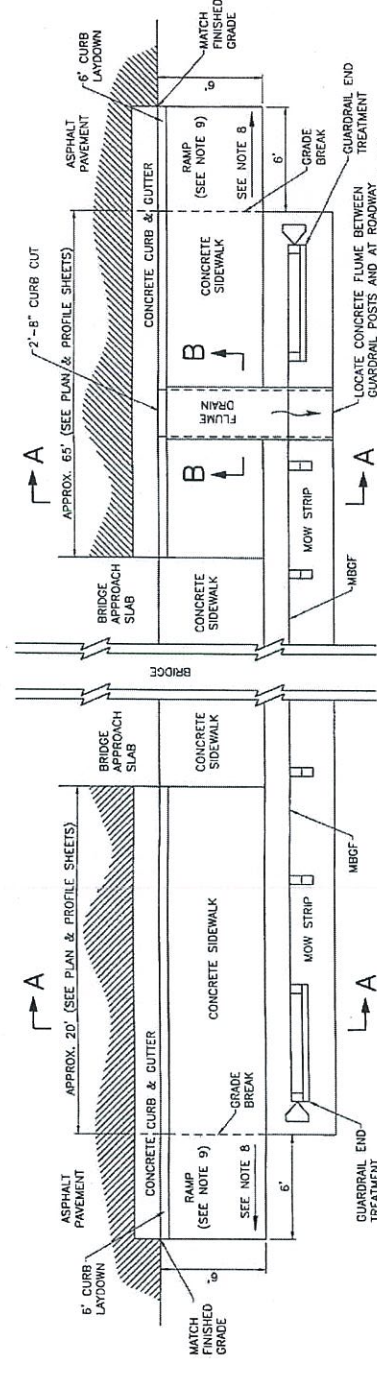


WILLIAMSON COUNTY
COUNTY ROAD 104

SUMMARY OF DRAINAGE QUANTITIES

DATE: 2/26/2011	DUE: BRL CNT OIL CTRICR APP: PCS	
CLD IN CLD NO.	FEDERAL AID PROJECT NO.	SHEET NO.
6		12
STATE	DIST.	COUNTY
TEXAS	AUS	WILLIAMSON
CON.	SECT.	HIGHWAY NO.
0914	05	CR 104

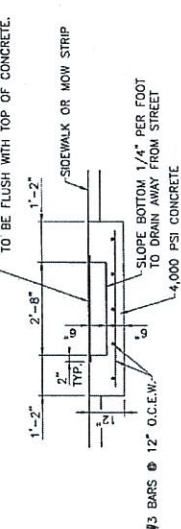
FILE: L:\PROJECTS\2006\12\20-2-0104 Phase 1\Drawings\Scale\COL\0100.dgn PLOT DRIVER: 2/24/2011 2:04:17 PM
PEN: L:\BENTLEY\STANDARD\BENTLEY\100 Submittal\Typical\Sections.dgn



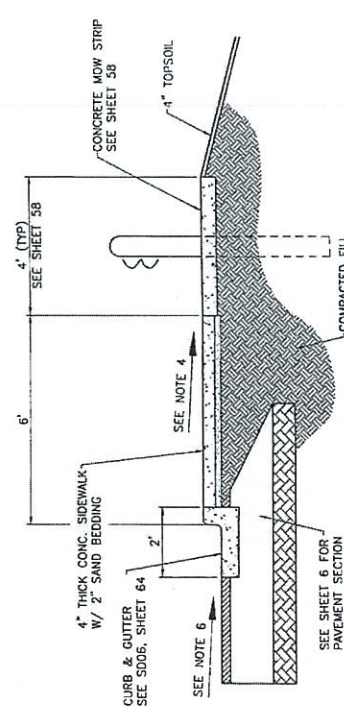
PLAN VIEW
SHOWING NORTH BRIDGE
APPROACH SLAB & SIDEWALK

SHOWING SOUTH BRIDGE
APPROACH SLAB & SIDEWALK

1/2" GALV. CHECKERED PLATE SECURED
W/ TEN 3/8" STAINLESS STEEL COUNTERHEAD
SCREWS AND CONCRETE INSERTS. PLATE
TO BE FLUSH WITH TOP OF CONCRETE.



SECTION B-B



SECTION A-A

- NOTES:
1. SIDEWALK REINFORCING TO BE 5"x6"x#6 WWF OR APPROVED EQUAL.
 2. CONSTRUCT CONTROL JOINTS AT 5' SPACING MAX.
 3. CONSTRUCT 1/2" PREMOULDED EXPANSION JOINTS AT 40' SPACING MAX.
 4. SIDEWALK CROSS SLOPE TO BE 1% TYPICAL, 2% MAX.
 5. SIDEWALK CONCRETE SHALL BE CLASS "A", 3,000 PSI.
 6. SEE PLAN & PROFILE SHEETS FOR PAVEMENT CROSS SLOPE.
 7. PLACE TOPSOIL FLUSH WITH ALL EDGES OF CONCRETE.
 8. SIDEWALK RAMP TO HAVE A MAX SLOPE OF 5%.
 9. SEE SD37, SHEET 65 FOR SIDEWALK RAMP AND TEXTURE DETAILS.



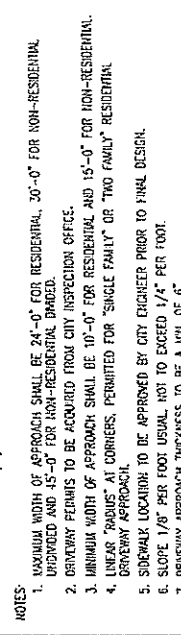
WILLIAMSON COUNTY
COUNTY ROAD 104



WILLIAMSON COUNTY
COUNTY ROAD 104

SIDEWALK DETAILS

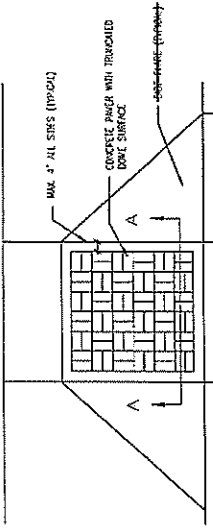
SHEET 1 OF 1		SCALE: N.T.S.	
DATE: 2/24/2011	BY: BRL, DWI, BRL, CH, KEN, APY, PCS	SHEET	
PROJECT NO.	FEDERAL AID PROJECT NO.	55B	
STATE	COUNTY	AUS WILLIAMSON	
CONTRACT	SECTION	0914 05 141 CR 104	



- NOTES:
1. MAXIMUM WIDTH OF APPROACH SHALL BE 24'-0" FOR RESIDENTIAL, 30'-0" FOR NON-RESIDENTIAL, UNPAVED AND 45'-0" FOR NON-RESIDENTIAL, PAVED.
 2. DRIVEWAY FLEEWAYS TO BE ACQUIRED FROM CITY INSPECTION OFFICE.
 3. MINIMUM WIDTH OF APPROACH SHALL BE 10'-0" FOR RESIDENTIAL AND 15'-0" FOR NON-RESIDENTIAL.
 4. DRIVEWAY CORNERS, PERMITTED FOR "SINGLE FAMILY" OR "FAMILY" RESIDENTIAL.
 5. SIDEWALK LOCATING TO BE APPROVED BY CITY ENGINEER PRIOR TO FINAL DESIGN.
 6. SLOPE 1/8" PER FOOT USUAL, NOT TO EXCEED 1/4" PER FOOT.
 7. SIDEWALK THICKNESS TO BE 10" MIN. 5'-0"

The Architect/Engineer assumes responsibility for appropriate use of this standard.

CITY OF GLOUCESTON CONSTRUCTION SERVICES AND DETAILS CONCRETE DRIVEWAY APPROACH TYPICAL	S015		DATE: 8/21/2006
	PROJECT NO.:	SHEET NO.:	TOTAL SHEETS:



TRUNCATED DOME PATTERN CURB RAMP

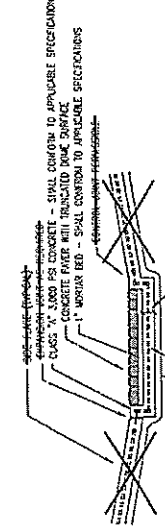
GENERAL NOTES

CONCRETE PAPER UNITS SHALL MEET ALL REQUIREMENTS OF ASTM C-936, C-33, AND SHALL BE Laid IN A TWO BY TWO UNIT BASKET WEAVE PATTERN, UNLESS SHOWN OTHERWISE IN THE PLANS.

CONCRETE PAPER UNIT COLOR FOR THE ROOF SHALL BE A CONTRASTING COLOR TO THE ADJACENT SURFACES. THE COLOR OF THE CONCRETE PAPER UNITS SHALL BE SHOWN ELSEWHERE IN THE PLANS. (ADJACENT SURFACES INCLUDE SOF FLURES).

CONCRETE PAPER UNITS SHALL BE SET OUT ONLY AND ANY CUT UNIT SHALL BE NOT LESS THAN 25 PERCENT OF A FULL UNIT.

CONCRETE PAVEMENT WITH
TRUNCATED DOME SURFACE



The Architect/Engineer assumes responsibility for appropriate use of this standard.

<p>City of Georgetown CONSTRUCTION STANDARDS AND DETAILS CURB RAMP TEXTURES TYPE A</p>	<p>Project No. 5037</p> <table border="1"> <tr> <td> <p>DATE 1/19/21</p> </td> <td> <p>BY JHE</p> </td> </tr> <tr> <td> <p>DATE 1/19/21</p> </td> <td> <p>BY JHE</p> </td> </tr> </table>	<p>DATE 1/19/21</p>	<p>BY JHE</p>	<p>DATE 1/19/21</p>	<p>BY JHE</p>
<p>DATE 1/19/21</p>	<p>BY JHE</p>				
<p>DATE 1/19/21</p>	<p>BY JHE</p>				

2/24/11 - ADDED SIDEWALK TEXTURE (50237)



STEEGER & BIZZELL

WILLIAMSON COUNTY
COUNTY ROAD 104

CITY OF GEORGETOWN
ROADWAY STANDARDS

SHEET 2 OF 2

SHEET 2 OF 2		DATE: 2/24/2011		CIVIL DPW DWP CRTRAL ADPES	
CITY/STATE		FEDERAL AID PROJECT NO.		SHEET NO.	
6				65	
STATE		DIST.		COUNTY	
TEXAS		AUS		WILLIAMSON	
CORR.		SECT.		HIGHWAY NO.	
0914		05		CR 104	

11WC902 Ronald Reagan Blvd North Phase III Change Order No 1

Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Tiffany Mcconnell, Road Bond
Submitted For: Tiffany Mcconnell
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Change Order No. 1 in the amount of \$32,550.00 for Ronald Reagan Blvd. North Phase III (Project No. 11WC902), a Road Bond Project in Precinct Three.

Background

This change order adds to the contract a CTSUD 6" waterline that crosses the Ronald Reagan North Extension near CR 245, per the request of Chisholm Trail Special Utility District. The 6" waterline crossing of the Reagan North Extension near CR 245 will be encased in a 16" steel encasement pipe.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [11WC902 RRNIII CO 1](#)

Form Routing/Status

Form Started By: Tiffany Mcconnell
 Started On: 07/06/2011 02:43 PM
 Final Approval Date: 07/07/2011

Received

JUN 30 2011

HNTB Corporation
Round Rock

RECEIVED

JUL 6 2011

HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

RECEIVED

JUL 01 2011

BY: PSI

1. CONTRACTOR: J.C. Evans Construction Co., LP
2. Change Order Work Limits: Sta. 973+00 to Sta. 975+00
3. Type of Change(on federal-aid non-exempt projects): minor (Major/Minor)
4. Reasons: 4B (3 Max. - In order of importance - Primary first)

Project:	<u>11WC902</u>
Roadway:	<u>Ronald Reagan North Phase 3</u>
CSJ:	

5. Describe the work being revised:

4B. Third Party Accommodation. Third Party requested work. This change order provides payment for additional work by the contractor to relocate and encase a 6" waterline that crosses Ronald Reagan near CR 245, per the request of Chisholm Trail Special Utility District (CTSUD).

6. Work to be performed in accordance with Items: Refer to attachment
7. New or revised plan sheet(s) are attached and numbered: 314 - 317
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>6/30/2011</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Steve Owen</u></p> <p>Typed/Printed Title <u>Proj Manager</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$32,550.00</u></p>
---	--

RECOMMENDED FOR EXECUTION:

[Signature] 6/30/11
Project Manager Date
Construction Observer

N/A
Design Engineer Date

[Signature] 7/4/2011
Program Manager Date

Design Engineer's Seal:

See Attached Plan Sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge Date

CHANGE ORDER NUMBER:	1	Project #	11WC902
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[illegible]

TABLE B - Contract Items									
	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL * PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
505S-B-16A	16" STEEL ENCASUREMENT PIPE, MIN. 3/8"WALL (OPEN CUT)	LF	\$94.00	0.00	\$0.00	190.00	\$17,860.00	\$17,860.00	
505S	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS	LF	\$1.00	0.00		216.00	\$216.00	\$216.00	
510-AW6	6" PVC PIPE C900, SDR-14 INCLUDING TRACER WIRE AND JOINT RESTRAINT	LF	\$59.00	0.00	\$0.00	216.00	\$12,744.00	\$12,744.00	
510-IW6	WET CONNECTIONS (6"), INCLUDING CUT AND PLUG	EA	\$575.00	0.00	\$0.00	2.00	\$1,150.00	\$1,150.00	
510-KW6	DUCTILE IRON FITTINGS(6") BY WEIGHT	TON	\$2,900.00	0.00	\$0.00	0.20	\$580.00	\$580.00	
TOTALS					\$0.00		\$32,550.00	\$32,550.00	

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Project

Ronald W. Reagan Blvd. North Phase III Williamson County Project No. 11WC902

Change Order No. 1

Reason for Change

This change order provides payment for additional work by the contractor to relocate and encase a 6" waterline that crosses Ronald Reagan near CR 245, per the request of Chisholm Trail Special Utility District (CTSUD). This work is necessary to complete the roadway construction, and CTSUD has requested it be included in the roadway contract. The 6" waterline crossing will be encased in a 16" steel encasement pipe.

The prices submitted by the contractor, J.C. Evans Construction were reviewed and compared favorably to prices from similar projects.

Following is a description of the new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
505S-B-16A	16" STEEL ENCASEMENT PIPE, MIN. 3/8"WALL (OPEN CUT)	190.00	LF
505S	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS	216.00	LF
510-AW6	6" PVC PIPE C900, SDR-14 INCLUDING TRACER WIRE AND JOINT RESTRAINT	216.00	LF
510-JW6	WET CONNECTIONS (6"), INCLUDING CUT AND PLUG	2.00	EA
510-KW6	DUCTILE IRON FITTINGS(6") BY WEIGHT	0.20	TON

This change results in a net increase of \$32,550.00 to the contract amount, for an adjusted contract total of \$9,482,332.66. The original contract amount was \$9,449,782.66. As a result of all change orders to date, including this change order, \$32,550.00 has been added to the Contract, resulting in a 0.3 % net increase in the contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

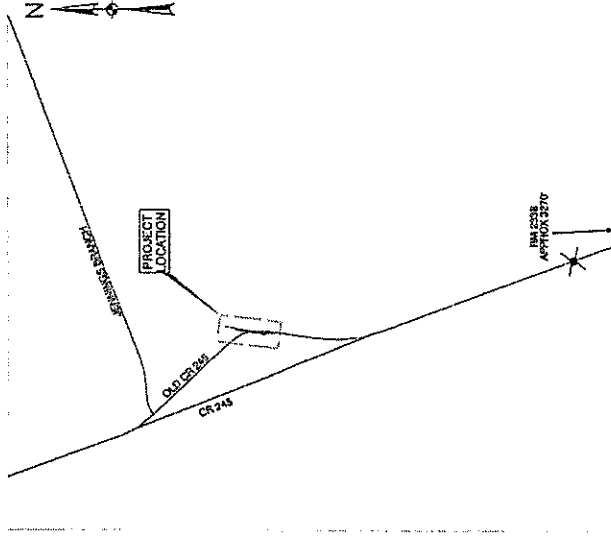
HNTB Corporation

James Klotz, P.E.

Chisholm Trail Special Utility District

WATER LINE RELOCATION
160 LF NORTHEAST OF INTERSECTION
OF RONALD REAGAN BLVD PHASE 3 AND CR 245

Location Map



PRESIDENT VICE PRESIDENT GENERAL MANAGER
MARY WILSON MARCUS CANIPE JENNIFER MCKNIGHT

DIRECTORS

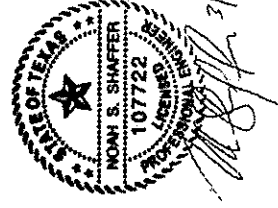
MIKE GIGUERE
GARY GOODMAN
ROBERT E. JOHNSON, JR.

SECRETARY TREASURER
GORDON EUROM CASH MULLEN

APPROVED FOR CONSTRUCTION:
Jennifer McKnight 3-10-11
District General Manager DATE

HALFF
1400 N. GULF BLVD., SUITE 450
FARMERSBURG, TEXAS 75941
TEL (512) 252-8184
FAX (512) 252-8141

SHEET LIST
01 COVER SHEET
02 GENERAL NOTES
03 WATERLINE PLAN AND PROFILE
04 DETAILS



1. All work shall be done in accordance with CTSID standards and specifications, Williamson County standards, TxDOT standards, and applicable TCEQ rules and regulations.

5. Connections to existing water mains shall be governed by the following:

ENVIRONMENTAL NOTES:

¹iStorm water pollution prevention plans, tree protection, and erosion control measures have been prepared by others. Guidelines and details for these measures may be found in the Ronald Reagan Blvd Phase 3 roadway construction plans.

TRAFFIC CONTROL NOTES:

2. Traffic control plans have been prepared by others. Guidelines and details for these measures may be found in the Ronald Reagan Blvd Phase 3 roadway construction plans.



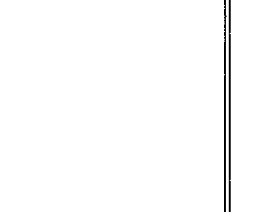
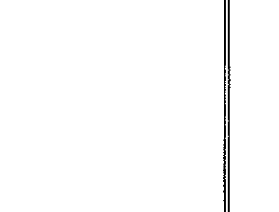
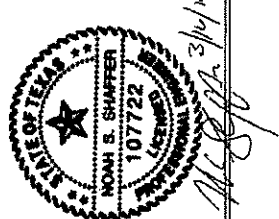
11/10/11

PLAN & PROFILE

WATER

08-03-316

WATER
PLAN & PROFILE



10WC817 US 79 Section 3 Change Order No 7

Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Tiffany Mcconnell, Road Bond
Submitted For: Tiffany Mcconnell
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving Change Order No. 7 in the amount of \$4,050.00 for US 79 Section 3 (Project No. 10WC817), a Pass Through Financing Project in Precinct Four.

Background

The traffic control plan in the original plans does not adequately address how traffic is to be moved from the existing roadway to the new construction and back again at the east end of the project. It was determined that the most efficient way to address this issue would be to construct two detours. This will allow for safe movement of traffic during construction and will allow for construction to proceed according to the plans. Also, the original plans significantly underestimated the number of tabs that would be required. Due to the increase in tabs required the price was re-negotiated and new items were added. In addition, it was determined that construction could safely progress by using short term lane closures instead of using the several crash cushions as shown in the plans.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
---------	----------	-------------	--------	----------

Attachments

Link: [10WC817 US 79 Sec 3 CO 7](#)

Form Routing/Status

Form Started By: Tiffany Mcconnell
 Started On: 07/06/2011 02:48 PM
 Final Approval Date: 07/07/2011

Received

JUL 6 2011

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7

HNTB Corporation
Round Rock

1. CONTRACTOR: J.D. Ramming Paving Co., LTD.

2. Change Order Work Limits: Sta. Beg to Sta. End

3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 3L, 3H (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

3L: County Convenience. Revising safety work/measures desired by the County. Two detours were added to the TCP at the east end of the project to provide for safe movement of traffic during construction. Also increased the number of tabs placed. **3H: County Convenience. Cost savings opportunity discovered during construction.** Short term lane closures were utilized in lieu of barrier and crash cushions during the extension of cross culverts.

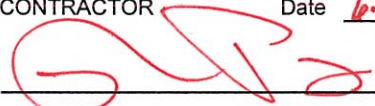
6. Work to be performed in accordance with Items: 502, 508, 512, 545, and 662

7. New or revised plan sheet(s) are attached and numbered: 62A-62E

8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i>		The following information must be provided	
THE CONTRACTOR		Time Ext. #:	<u>N/A</u> Days added on this CO: <u>0</u>
By 		Amount added by this change order:	<u>\$4,050.00</u>
Typed/Printed Name <u>ROD PEKURNEY</u>			
Typed/Printed Title <u>PROJECT MGR</u>			

RECOMMENDED FOR EXECUTION:

 6/29/11
Project Manager Date
Construction Observer

Design Engineer Date

 7/4/2011
Program Manager Date

Design Engineer's Seal:

See revised plan sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge Date
APPROVED



Project: 10WC817
Roadway: US 79 Section 3
Purchase Order Number: _____

CHANGE ORDER NUMBER: 7

TABLE A: Force Account Work and Materials Placed into Stock

[illegible]

TABLE B: Contract Items

[illegible]

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

**US 79 Section 3
Williamson County Project No. 10WC817**

Change Order No. 7

Reason for Change

This change order documents changes in the traffic control plan and revises contract quantities to reflect those changes. Short term lane closures were utilized in lieu of barrier and crash cushions during the extension of cross culverts. Two detours were added to the traffic control plan at the east end of the project to provide for safe movement of traffic during construction. Also, to improve safety of the travelling public, the number of tabs placed for short term pavement marking was increased significantly. Due to the increased quantity, the prices for tabs were re-negotiated and new items were added. This Change Order is considered minor with reasons 3L, Revising safety work/measures desired by the County and 3H, Cost savings opportunity discovered during construction.

The following is a summary of the new items required for this Change Order:

ITEM	DESCRIPTION	QTY	UNIT
502-2045	LANE CLOSURES	10	EA
508-2003	CONSTRUCTING DETOURS	2	EA
512-2050	PORT CTB (MOVE)(F-SHAPE)(TY 1)	1410	LF
545-2059	CRASH CUSH ATTEN (MOVE & RESET)(N)	5	EA
662-2113R	WK ZN PAV MRK SHT TERM (TAB) TY W	3300	EA
662-2114R	WK ZN PAV MRK SHT TERM (TAB) TY Y	3300	EA

This Change Order adds \$4,050.00 to the Contract amount for an adjusted Contract total of \$11,626,150.83. The original Contract amount is \$11,500,547.03. As a result of this and all Change Orders to date, \$125,603.80 has been added to the Contract, resulting in a 1.1% net increase in the Contract Cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

RABA-KISTNER INFRASTRUCTURE

Ron Seal, P.E.



- NOTES**
1. PAVEMENT STRUCTURE SHALL BE 15\"/>

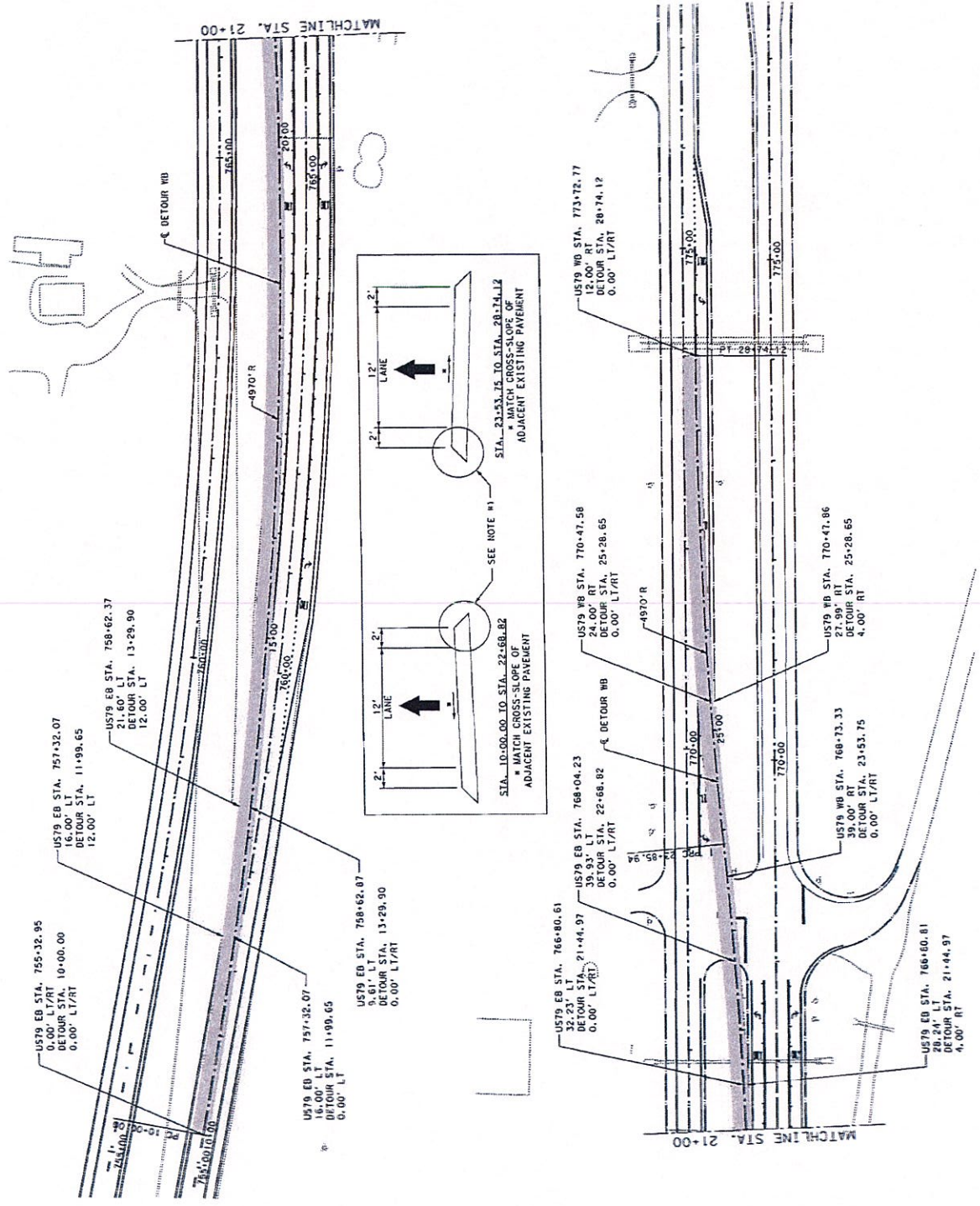


klutz associates
 Texas PE Firm Reg. # F-929
 Texas Department of Transportation
 © 2010 14037

**US 79 SECTION 3
 EAST END DETOUR
 WEST BOUND
 ROADWAY PLAN**

SHEET 1 OF 1

PROJECT NO.	00000000
DATE	04/02/2013
STATE	TEXAS
COUNTY	WILLAMETTE
SECTION	03
DATE	04/02/2013
PROJECT NO.	00000000





SCALE: 1"=100' HORIZ.
1"=10' VERT.

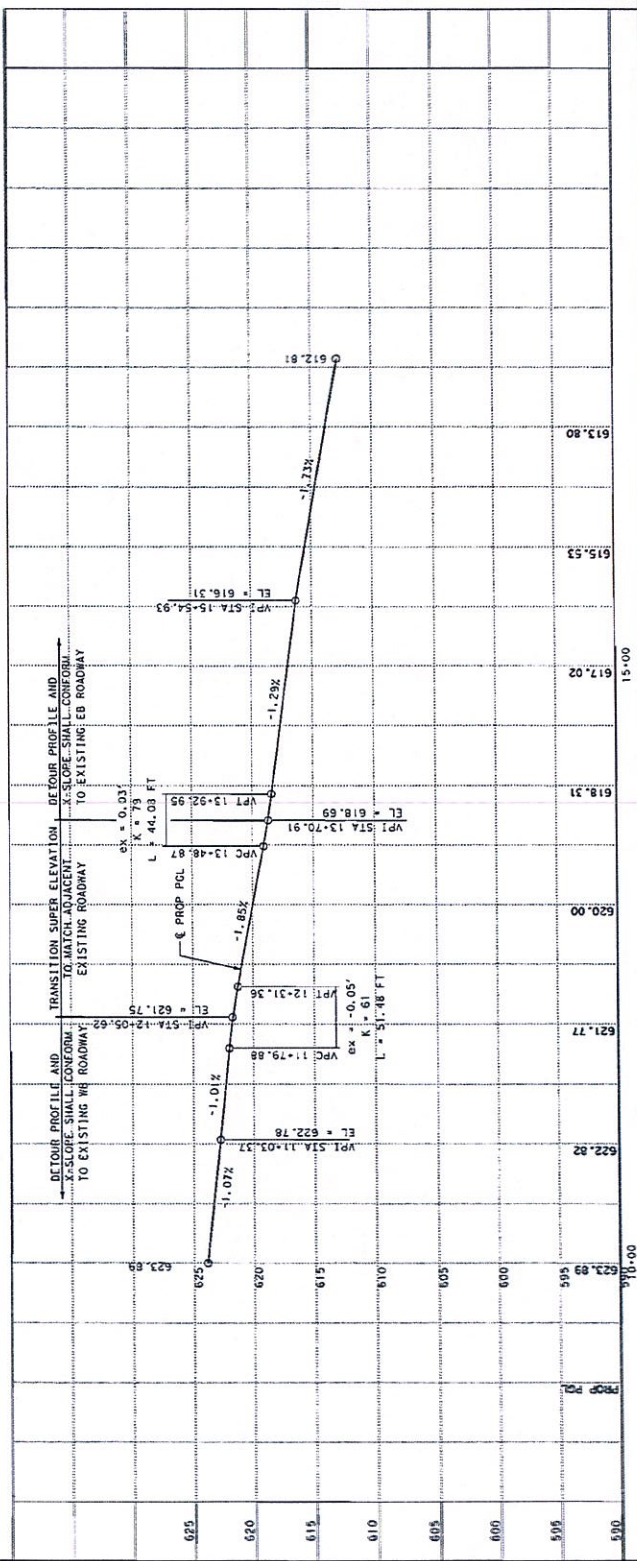
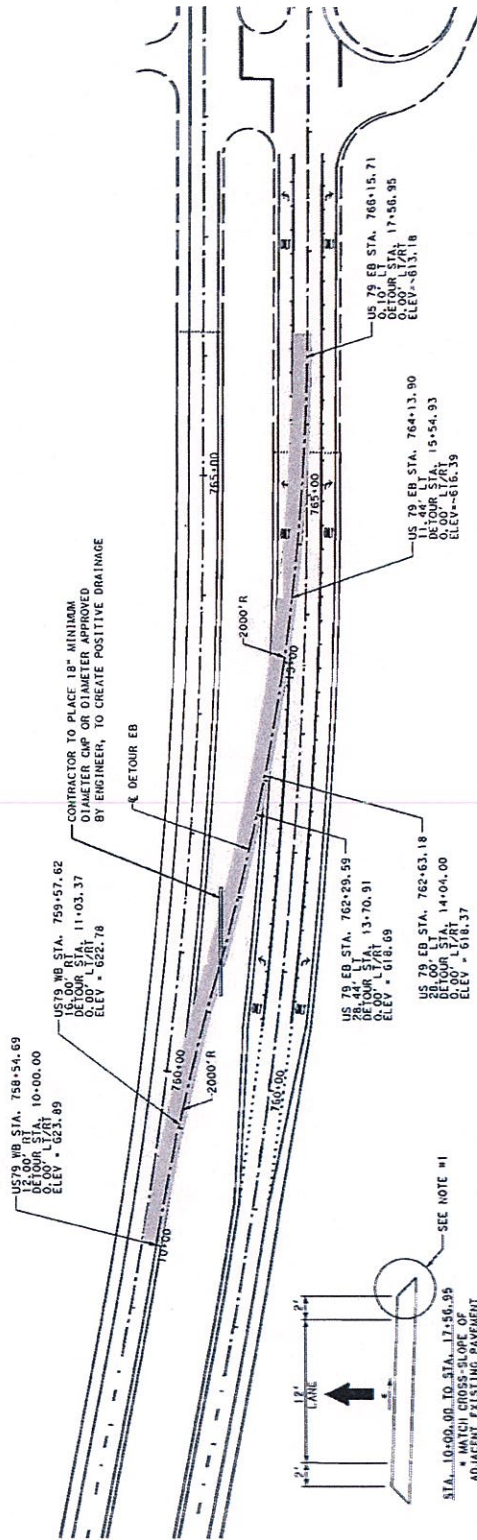
- NOTES
1. PAVEMENT STRUCTURE SHALL CONSIST OF 3" BASE, 4" SUB-BASE & 1" FILL.
 2. SEE TYPICALS FOR LANE CLOSURE DETAILS.
 3. PIPE SHALL BE OF SUFFICIENT LENGTH AND PROVIDE APPROPRIATE SAFETY END TREATMENTS.



klotz associates
Texas PE Firm Reg. # F-928
2010 TxDOT

**US 79 SECTION 3
EAST END DETOUR
EAST BOUND
ROADWAY PLAN
AND PROFILE**

SHEET 1 OF 1		PROJECT NO.	US 79
DATE	4/12/2011	CONTRACT	02
DESIGNER	WILL TAMBOR	SECTION	02
DATE	4/12/2011	SECTION	02
DATE	4/12/2011	SECTION	02



CL DETOUR EB

Beginning chain EASTDET description

Curve Data	
Curve EASTDET-1	
P.I. Station	11,115.01 N
Delta	8° 30' 22.86" (RT)
Length	2° 51' 53.24"
Radius	116,014.2
External	231.7666
Mid. Ord.	2,000.0000
P.C. Station	10,000.00 N
P.T. Station	12,311.77 N
Back	10,000.00 N
Chord	10,000.00 N
Chord Bear	N 78° 15' 23.63" E

Curve Data

Curve Data	
Curve EASTDET-2	
P.I. Station	15,005.07 N
Delta	15° 36' 26.64" (LT)
Length	2° 51' 53.24"
Radius	274,097.5
External	544.8010
Mid. Ord.	2,000.0000
P.C. Station	13,511.82 N
P.T. Station	15,521.8 N
Back	13,511.82 N
Chord	13,511.82 N
Chord Bear	N 82° 34' 41.06" E

Ending chain EASTDET description

CL DETOUR WB

Beginning chain EASTDET2 description

Curve Data	
Curve EASTDET2-1	
P.I. Station	16,97.50 N
Delta	15° 58' 39.18" (LT)
Length	1° 09' 10.20"
Radius	697.4950
External	1,385.9303
Mid. Ord.	4,150.0000
P.C. Station	15,881.4521
P.T. Station	16,975.6421
Back	15,881.4521
Chord	15,881.4521
Chord Bear	N 77° 19' 13.23" E

Curve Data

Curve Data	
Curve EASTDET2-2	
P.I. Station	20,30.22 N
Delta	5° 37' 40.37" (RT)
Length	1° 09' 10.20"
Radius	244,785.7
External	4,976.0000
Mid. Ord.	5,999.9
P.C. Station	19,200.00 N
P.T. Station	20,300.00 N
Back	19,200.00 N
Chord	19,200.00 N
Chord Bear	N 61° 20' 34.05" E

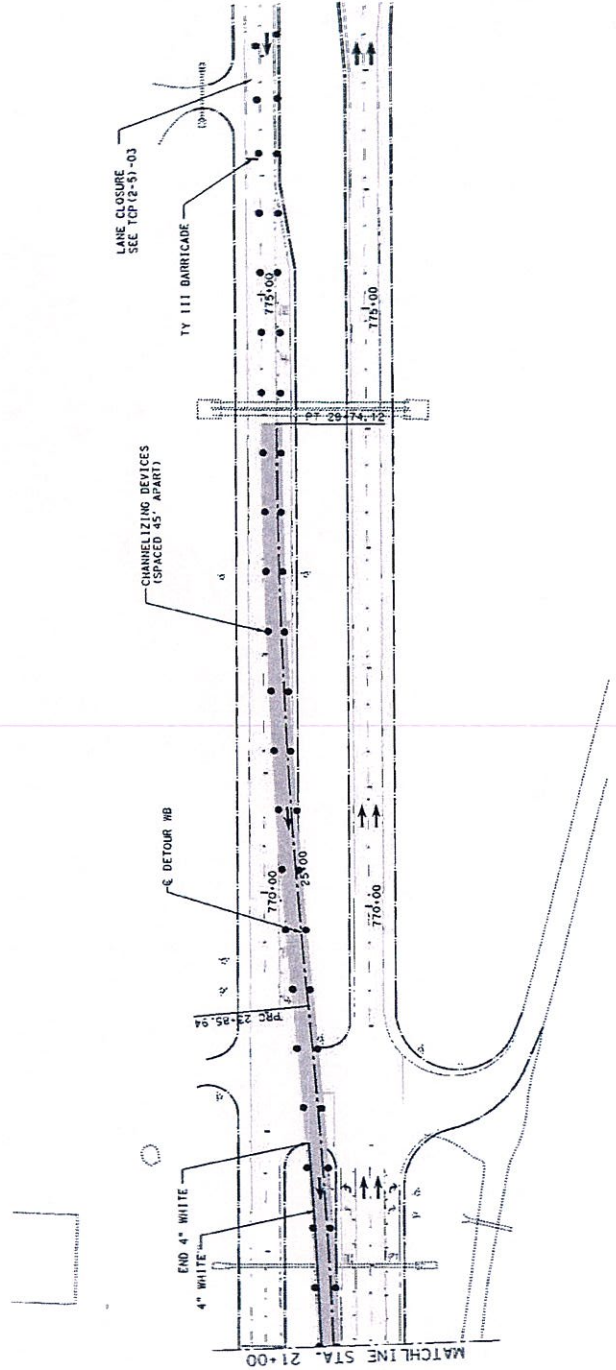
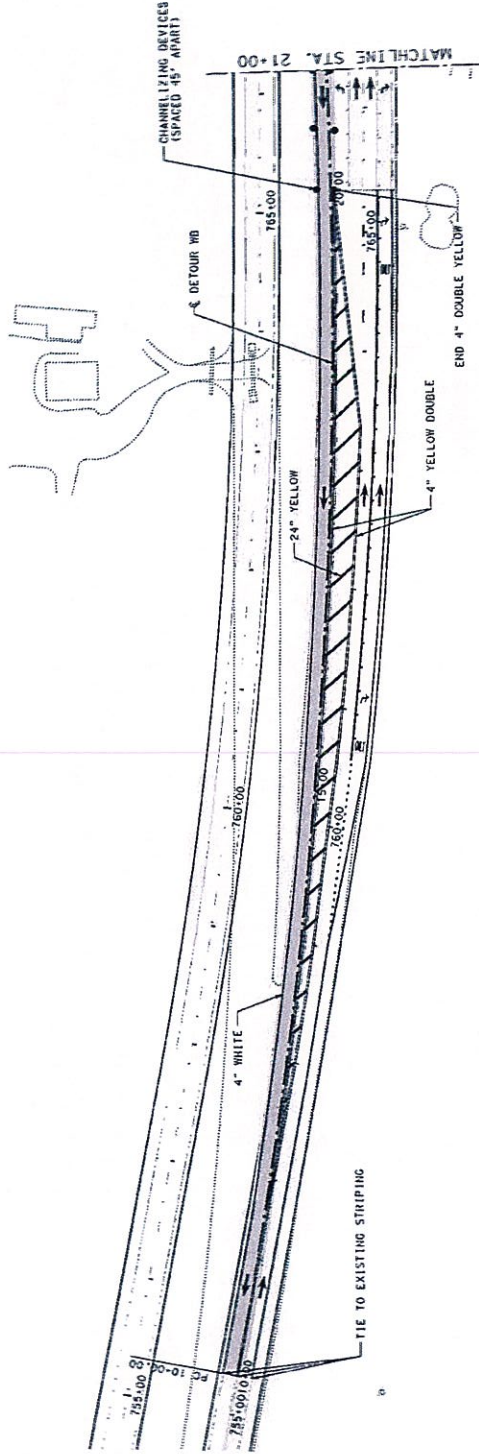
Ending chain EASTDET2 description



KLITZ ASSOCIATES
Texas PE Firm Inc. - F-593

US 79 SECTION 3
EAST END DETOUR
HORIZONTAL ALIGNMENT DATA

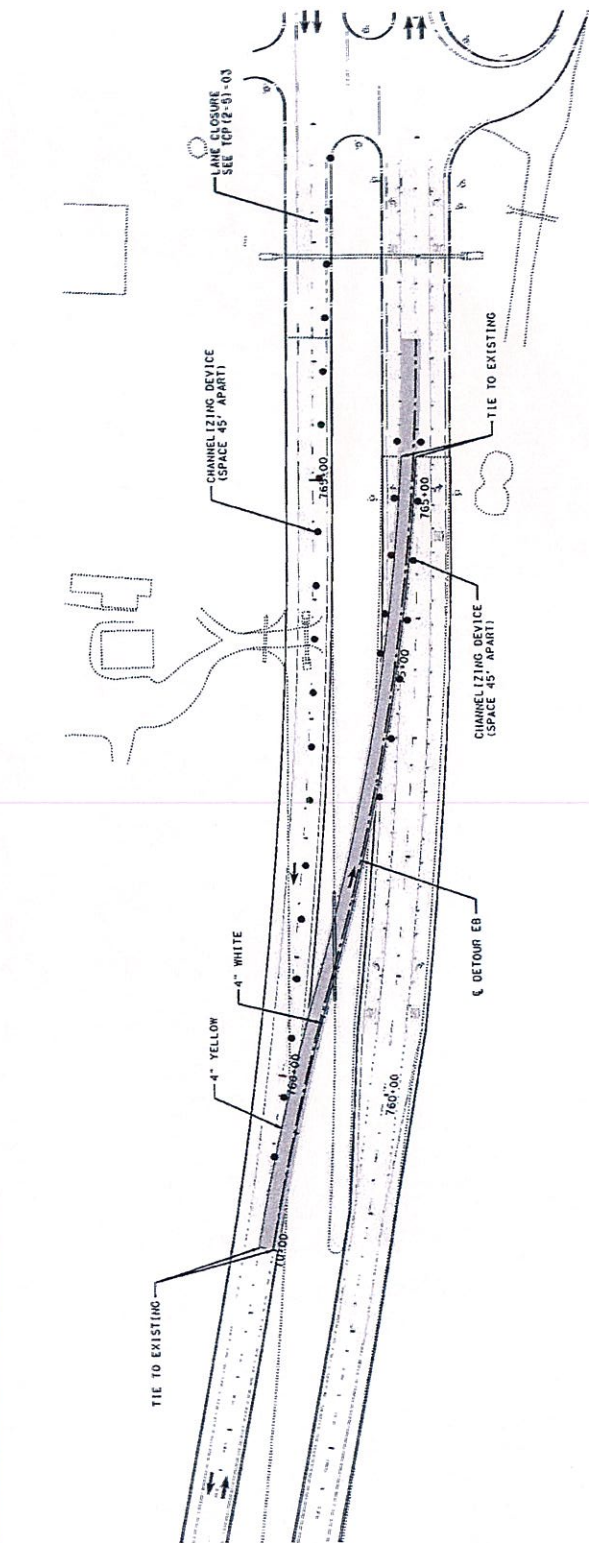
SHEET 1 OF 1	
DESIGNED BY	EDWIN R. WILLIAMS
CHECKED BY	EDWIN R. WILLIAMS
DATE	4-15-11
PROJECT NO.	0271.11
US 79	



Klotz Associates
Texas Department of Transportation
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**US 79 SECTION 3
EAST END DETOUR
WEST BOUND
SIGNING AND STRIPING**

SHEET 1 OF 1		PROJECT NO.	00000000	DATE	04/11/11
DESIGNED BY	0	CHECKED BY	00000000	DATE	04/11/11
STATE	TEXAS	CITY	AUSTIN	PROJECT NO.	00000000
COUNTY	DAVIES	CONTRACT	00000000	DATE	04/11/11
0000	00	00000000	00000000	DATE	04/11/11



James E. Koenigfoster
 4/14/11

Klotz Associates
Texas PE Firm Reg. # F-989

Texas Department of Transportation
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US 79 SECTION 3
EAST END DETOUR
EAST BOUND
SIGNING AND STRIPING

SHEET 1 OF 1		PROJECT NO.	00000000	DATE	4/14/11
DATE	04/14/11	DESIGNER	WILLIAMSON	CHECKED	WILLIAMSON
STATE	TEXAS	CONTRACT	00000000	DATE	04/14/11
SECTION	00000000	DATE	04/14/11	DATE	04/14/11

Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Wendy Coco, County Judge
Submitted For: Charlie Crossfield
Department: County Judge
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Consider authorizing County Judge to execute a Possession and Use Agreement with FWD Property Investors, L.P., LDJ Properties, LTD. and MMSG Limited Partnership regarding right-of-way needed on SH 195. (Parcel 107)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [195 Right of way](#)

Form Routing/Status

Form Started By: Wendy Started On: 07/07/2011 04:25
Coco PM
Final Approval Date: 07/07/2011

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS	§	Project No.: SH195
	§	Parcel No.: 107
COUNTY OF WILLIAMSON	§	CSJ No.: 0440-02-0112

This agreement, effective the _____ day of _____, 2011, between the State of Texas, acting by and through Williamson County, Texas (the "State"), and FWD PROPERTY INVESTORS, L.P., LDJ PROPERTIES, LTD., and MMSG LIMITED PARTNERSHIP (collectively the "Grantor(s)"), grants an irrevocable right to possession and use to the State, its contractors, agents and all others deemed necessary by the State for the purpose of constructing a portion of Highway No. 195. The property involved is described more fully in field notes and plat map (attached as Exhibit "A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the State which is set forth in Paragraph two below, the receipt and sufficiency of which is acknowledged, Grantor(s) grant, bargain, sell and convey to the State exclusive possession and use of the Property for the purpose of constructing a highway and appurtenances thereto and the right to remove any improvements. This Possession and Use Agreement will extend to the State, its contractors, assigns and/or owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the State in the future. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of these utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use, the State will tender to the Grantor(s) the sum of EIGHT HUNDRED NINETEEN THOUSAND ONE HUNDRED THIRTY SEVEN and 00/100 Dollars (\$819,137.00). The Grantor(s) agrees that this sum represents adequate and full compensation for the possession and use of the Property. The State will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents 90 percent of the State's approved value. The approved value is the State's determination of the just compensation owed to the Grantor(s) for the full fee title interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that this sum will be deducted from any final settlement amount, award or verdict. In the event the final award or verdict for the fee title is less than the amount the State has paid for the possession and use of the property, then the Grantors agree that the original amount tendered represents an overpayment and that the State is entitled to seek a refund.
3. The GRANTOR warrants and represents by, through, and under the GRANTOR, but not otherwise, that the title to the Property is free and clear of all liens on the title to the Property, or that any necessary and proper releases will be executed for the Property prior to or simultaneously with the first payment of funds being disbursed under this agreement. GRANTOR further agrees to indemnify State from all unreleased or undisclosed liens, claims or encumbrances that are known to Grantor and that affect the Property. This conveyance is made by GRANTOR and accepted by State subject to the following:

- a. visible and apparent easements not appearing of record;
 - b. any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and
 - c. easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) that affect the Property and are presently of record in the Official Public Records of the county in which the Property Is located, but only to the extent that said items are still valid and in force and effect at this time.
4. This agreement is made with the understanding that the State will continue to negotiate in good faith with the Grantor(s) to acquire a fee interest in the Property by direct purchase. It is further understood in the event a settlement is not reached within ninety (90) days of the effective date of this agreement, the State shall begin proceedings in eminent domain to acquire fee title to the Property. The State will not unreasonably delay the commencement of proceedings under eminent domain once the time provided for in this paragraph has expired.
 5. The parties agree that the valuation date of valuation for purposes of determining the value of the just compensation for the Property to be acquired shall be the date of the deposit by GRANTEE of any amount by which a special commissioners' award exceeds the consideration paid for this Agreement or the date of the special commissioners award if it does not exceed the amount of the consideration paid for this Agreement. The Property shall be valued, as of the date of valuation, as if any improvements located thereon as of the date the consideration is paid for this Agreement are still located on the Property.
 6. This grant will not prejudice Grantor's rights to receive full and just compensation for the fee title or any easement interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of Grantors' lands, save and except all oil, gas and sulphur. This grant will not prejudice Grantor(s) rights to any relocation benefits for which they may be eligible.
 7. In the event the State institutes eminent domain proceedings, the State will not be liable to Grantor(s) for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the State until entry of judgment.
 8. The purpose of this agreement is to allow the State to proceed with its construction project without delay and to allow the Grantor(s) to avoid litigation at this time.
 9. Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. Nothing in this reservation will affect the title and rights of the State to take and use all other minerals and materials thereon, and thereunder. The extraction of oil, gas and minerals may not affect the geological stability of the surface.

10. The undersigned Grantor(s) agree(s) to pay all taxes, including prorated taxes for the current year, and special assessments due at the time the State takes possession of the Property. After the State takes possession of the Property, GRANTEE and GRANTOR shall either work with the Williamson Central Appraisal District to stop the accrual of taxes, or Williamson County shall be responsible for the payment of taxes for the Property during the time that it has exclusive possession of the Property for the purposes set out herein until such time as a court order grants continued possession to State.
11. This agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.
12. It is agreed the State will record this document
13. Other conditions: None.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the State of Texas and its assigns forever, for the purposes and subject to the limitations set forth above.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED ON THIS THE 20th DAY OF June, 2011.

FWD PROPERTY INVESTORS L.P.,
a Texas limited partnership

By: Fort Worth GP, Inc., a Delaware corporation,
its General Partner

By: Thomas H. Bjarnason
Thomas H. Bjarnason, Vice President

PROVINCE OF ONTARIO §
§
JUDICIAL DISTRICT OF YORK §

TO WIT:

This instrument was acknowledged before me on the 20th day of June, 2011, by Thomas H. Bjarnason, Vice President of Fort Worth GP, Inc., a Delaware corporation, General Partner of FWD Property Investors L.P., on behalf of said limited partnership.

Printed Name of Notary:

Jamie Orzech

[Signature]
Notary Public in and for the Province of Ontario
My commission expires at the pleasure of Her Majesty

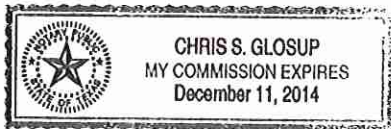
LDJ PROPERTIES, LTD.,
a Texas limited partnership

By: LDJ Management Company, L.L.C.,
a Texas limited liability company,
its General Partner

By: [Signature]
Joan L. Germany, President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 19TH day of MAY, 2011, by Joan L. Germany, President of LDJ Management Company, LLC, General Partner of LDJ Properties, Ltd., on behalf of said limited partnership.



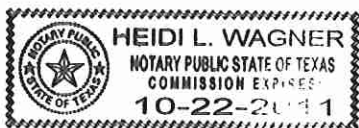
Chris S. Glosup
Notary Public, State of Texas
Printed Name: CHRIS S. GLOSUP
My Commission Expires: 12-11-2014

MMSG LIMITED PARTNERSHIP,
a Texas limited partnership

By: [Signature]
John D. Gourley, Managing Partner

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 18 day of May, 2011, by John D. Gourley, Managing Partner of MMSG Limited Partnership, on behalf of said limited partnership.



Heidi L. Wagner
Notary Public, State of Texas
Printed Name: Heidi L. Wagner
My Commission Expires: 10-22-2011

ACCEPTED AND AGREED TO BY THE STATE OF TEXAS, ACTING BY AND THROUGH
WILLIAMSON COUNTY, THIS THE _____ DAY OF _____, 2011.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2011, by Dan A. Gattis, County Judge of Williamson County, Texas, in the capacity and for the purposed consideration recited herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

After recording return to:

Don Childs
Sheets & Crossfield, P.C.
309 East Main St.
Round Rock, Texas 78664



Page 1 of 9
March 7, 2007

County: Williamson
Highway: SH 195
Limits: From 8.105 Miles South of S. H. 138 to I.H. 35
ROW CSJ: 0440-02-012

Legal Description Parcel 107

BEING a 11.866 acre (516,900 square feet) tract of land located in the Burrell Eaves Survey, Abstract No. 216, of Williamson County, Texas, said 11.866 acre tract of land is out of and a part of a 419.34 acre tract conveyed by Gladys Queen to Gladys A. Garland and Hugh Clark Garland, III, et al, by deed recorded October 30, 1992 in Volume 2210, Page 672 of the Official Records of Williamson County, Texas, said 11.866 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found near a fence corner for the west or northwest corner of the above referenced 419.34 acre tract and for a southern interior corner of a 310.706 acre tract conveyed by Del Webb Communities, Inc. to Del Webb Texas Limited Partnership by deed recorded December 29, 1995 as Document No. 9558177 of said Official Records, said rod is located 3611.68 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1589+89.72;

THENCE North 68° 50' 52" East with the common line of the 310.706 acre tract and the 419.34 acre tract for a distance of 4062.99 feet to a 5/8 inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap set in the proposed southwest right of way line of SH 195 for the POINT OF BEGINNING of the herein described tract, said rod is located 120.00 feet right of Proposed SH 195 Baseline Station 1612+79.86;

1. THENCE North 68° 50' 52" East continuing with said common line for a distance of 154.00 feet to a calculated point for corner in the existing southwest right of way line of SH 195, from which a 1/2 inch iron rod found for witness bears North 68° 50' 52" East a distance of 0.28 feet;
2. THENCE South 55° 16' 49" East with the existing southwest right of way line of SH 195 for a distance of 828.48 feet to a point of curvature, from which a TxDOT Type I concrete monument found bears South 77° 24' 42" West a distance of 0.59 feet;

EXHIBIT _____

3. THENCE continuing with the existing southwest right of way line of SH 195 in a southeasterly direction with a curve turning to the left for an arc distance of 460.65 feet, said curve has a radius of 5779.58 feet, a delta angle of $4^{\circ} 34' 00''$, a chord bearing of South $57^{\circ} 33' 49''$ East, and a chord distance of 460.53 feet, to the point of tangency, from which a TxDOT Type I concrete monument found bears South $28^{\circ} 49' 52''$ West a distance of 1.08 feet;
4. THENCE South $59^{\circ} 50' 49''$ East continuing with the existing southwest right of way line of SH 195 for a distance of 2295.67 feet to a calculated point for the most easterly or southeast corner of the said 419.34 acre tract and for the north or northeast corner of another 419.34 acre tract conveyed by Gladys Queen to Wilford E. Schneider and wife, Mary Schneider, by deed recorded August 4, 1970 and recorded in Volume 528, Page 590, of the Deed Records of Williamson County, Texas, from which a found 1/2 inch iron rod bears South $59^{\circ} 47' 55''$ West a distance of 0.44 feet;
5. THENCE South $59^{\circ} 47' 54''$ West with the common line of the two 419.34 acre tracts for a distance of 161.48 feet to a 5/8 inch iron rod with TxDOT aluminum cap set on the proposed southwest right of way line of SH 195, said monument is located 120.00 feet right of Proposed SH 195 Baseline Station 1648+66.47;
6. THENCE North $59^{\circ} 51' 45''$ West with the proposed southwest right of way line of SH 195 for a distance of 1166.47 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 120.00 feet right of Proposed SH 195 Baseline Station 1637+00.00;
7. THENCE North $63^{\circ} 40' 36''$ West continuing with the proposed southwest right of way line of SH 195 for a distance of 300.67 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 140.00 feet right of Proposed SH 195 Baseline Station 1634+00.00;
8. THENCE North $59^{\circ} 51' 45''$ West continuing with the proposed southwest right of way line of SH 195 for a distance of 300.00 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 140.00 feet right of Proposed SH 195 Baseline Station 1631+00.00;
9. THENCE North $55^{\circ} 39' 58''$ West continuing with the proposed southwest right of way line of SH 195 for a distance of 273.32 feet to a TxDOT Type II concrete monument set for the non-tangent beginning of a curve, said monument is located 120.00 feet right of Proposed SH 195 Baseline Station 1628+27.41;

EXHIBIT _____

10. THENCE continuing with the proposed southwest right of way line of SH 195 in a northwesterly direction with a curve to the right for an arc distance of 1563.75 feet, said curve has a radius of 11579.16, a delta angle of $7^{\circ} 44' 16''$, a chord bearing North $55^{\circ} 59' 37''$ West a chord distance of 1562.56 feet to the POINT OF BEGINNING, said described tract containing 11.866 acres (516,900 square feet) of land, more or less.

This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.000120.

Access will be permitted to the highway facility for the remainder of the property lying adjacent to SH 195.

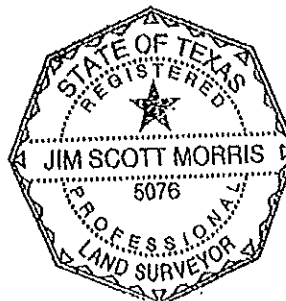
This description was prepared in conjunction with, and is accompanied by a plat of an even date herewith.

Surveyed by:
RODS Surveying, Inc.
6810 Lee Road, Spring Texas 77379
Phone (281) 379-6388

I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to October 2006.

Scott Morris
Scott Morris, Registered Professional Land Surveyor No. 5076

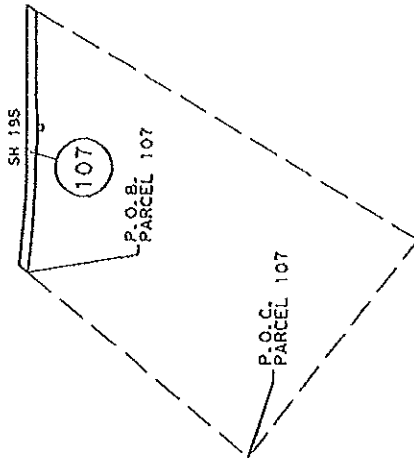
Date as of: March 7, 2007



LEGEND

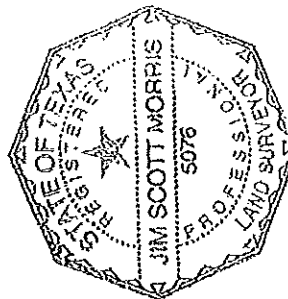
- FOUND CONCRETE MONUMENT (TXDOT TYPE I)
- FOUND CONCRETE MONUMENT (TXDOT TYPE II)
- CONCRETE MONUMENT SET (TXDOT TYPE II)
- FOUND 1/2" IRON ROD UNLESS NOTED
- 5/8" IRON ROD SET WITH TXDOT ALUMINUM CAP (UNLESS NOTED)
- FOUND CORNER (AS DESCRIBED)
- 5/8" IRON ROD SET WITH YELLOW CAP "RODS SURVEYING INC."
- PROPERTY LINE
- RECORD INFORMATION
- SURVEY LINE
- PROPOSED DRAINAGE EASEMENT
- ACCESS DENIAL LINE
- EXISTING R.O.W. LINE
- PARCEL BOUNDARY
- RIGHT OF WAY
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- POINT OF TANGENCY
- CHORD BEARING
- CHORD DISTANCE
- BUILDING SETBACK LINE (PER PLAT)
- NOT TO SCALE
- PUBLIC UTILITY EASEMENT
- WILLIAMSON COUNTY DEED RECORDS
- WILLIAMSON COUNTY OFFICIAL RECORDS
- WILLIAMSON COUNTY PLAT RECORDS
- ON SITE SEWERAGE FACILITY SETBACK

SH 195



PARENT TRACT INSET
N.T.S.

EXHIBIT



I, SCOTT MORRIS, HEREBY CERTIFY THAT THE HEREON MAP OR PLAT IS TRUE AND CORRECT AND DEPICTS A SURVEY MADE UNDER MY SUPERVISION AND ON THE GROUND AND IS BASED ON DATA GATHERED FROM FEBRUARY 2001 TO OCTOBER 2006

Scott Morris March 7, 2007
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF



TEXAS DEPARTMENT OF TRANSPORTATION
©2004

RIGHT OF WAY PLAT

SHOWING PROPERTY OF

GLADYS A. GARLAND AND
HUGH CLARK GARLAND, III, ET AL
PARCEL 107

PAGE 4 OF 9

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379

(281) 379-6368

SCALE: 1"=100' MARCH 7, 2007

NOTES:

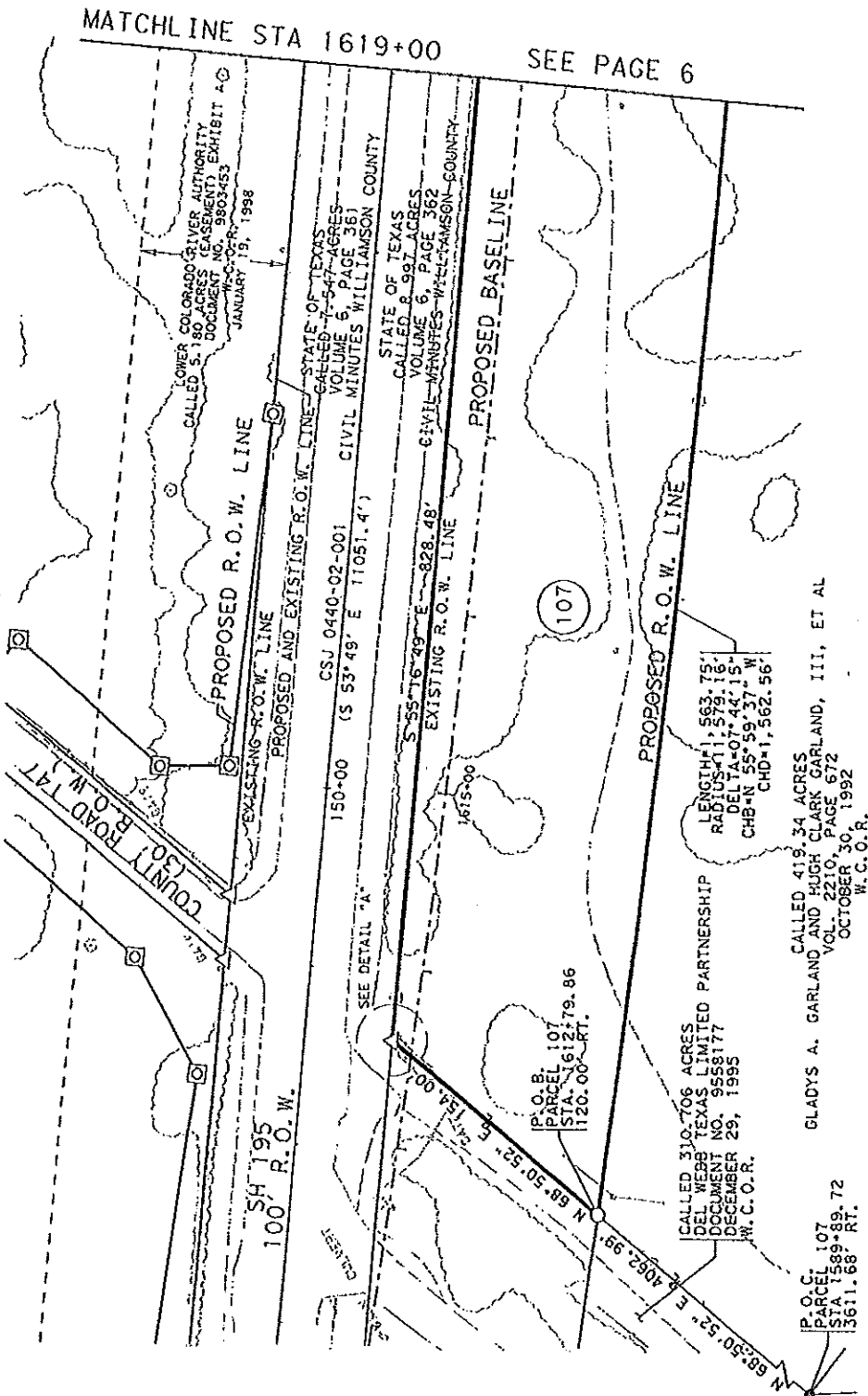
1. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY; DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS MADE IN FEBRUARY, 2006.

2. THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1993 ADJUSTMENT. MONUMENTS 127A (PID AB2837), AUSTIN RRP (PID AF9537) AND, GEORGETOWN (PID BM1093). ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN U. S. SURVEY FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.000120.

RECORD AREA		ACQUIRED AREA		APPROXIMATE REMAINDER			
				LEFT		RIGHT	
ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.	ACRES	SQ. FT.
419.34	18,266,450	11.866	516,900	---	---	407.474	17,749,550

A vertical scale in feet, ranging from 0 to 200. The scale is marked at 0, 25, 50, 100, and 200. A drawing of a fountain pen is positioned next to the scale for scale. The pen is oriented vertically, with its tip pointing downwards. The scale is labeled "SCALE IN FEET" on the right side.

BURRELL EAVES SURVEY, A-216



RIGHT OF WAY PLAT

SHOWING PROPERTY OF

GLADYS A. GARLAND AND
HUGH CLARK GARLAND, III, ET AL

PARCEL 107

PAGE 5 OF 5

ROW: CSJ NO. 0440-02-012

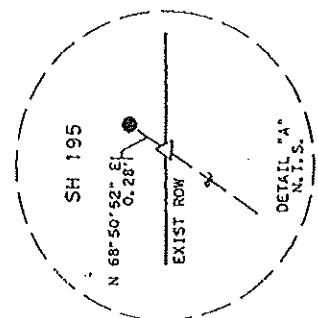
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

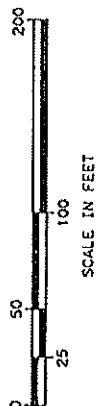
RODS SURVEYING INC.

6810 LEE ROAD
SPRING, TX 77379

(281) 379-6388

SCALE: 1"=100' MARCH 7, 2007





SEE PAGE 8

RIGHT OF WAY PLAT

SHOWING PROPERTY OF
GLADYS A. GARLAND AND
HUGH CLARK GARLAND, III, ET AL
PARCEL 107

PAGE 7 OF 9

ROW CSJ NO. 0440-02-012

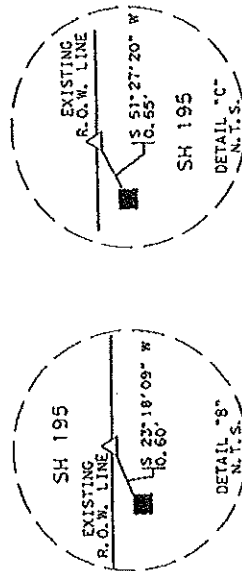
STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS
ROOS SURVEYING INC.

66810 LEE ROAD
SPRING, TX 77379

(281) 379-6388

SCALE: 1"=100' MARCH 7, 2007

GLADYS A. GARLAND AND HUGH CLARK GARLAND, III, ET AL
VOL. 2210, PAGE 672
OCTOBER 30, 1992
W.C.O.R.
CALLED 419.34 ACRES

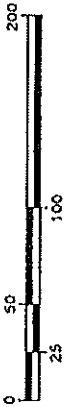


PROPOSED BASELINE

PI STATION = 1618-82.05
X-Y-3,127,065.60
DELTA X-9-28-31-117
DEGREE OF CURVE = 0-30-
TANGENT = 949.59
LENGTH = 1,895.05
RADIUS = 1,459.16
PC STATION = 1609-32.35
X-Y-3,126,335.98
DELTA X-9-28-31-128
PI STATION = 1628-27.41
X-Y-3,127,886.91
X-Y-0,241,828.94

MATCHLINE STA 1628+00

SEE PAGE 6



SCALE IN FEET

BURRELL EAVES SURVEY, A-216

LOWER COLORADO RIVER AUTHORITY
CALLED 7.001 ACRES (LEASEMENT) EXHIBIT A
DOCUMENT NO. 9752274
NOVEMBER 10, 1997
W.C.O.R.

CALLLED 5.180 ACRES (EASEMENT)
DOCUMENT NO. 980349
W.C.O.R.
JANUARY 18, 1998

STATE OF TEXAS
CALLED 7.547 ACRES
VOLUME 6, PAGE 361
CIVIL MINUETS WILLIAMSON

STATE OF TEXAS
CALLED 8-997-ACRES.
VOLUME 6, PAGE 362
JUNES-WHEELAMSON-

(N 58° 23' W 5647.1')

SH 195
M.O.R.O.W.
661 HS

5. 59° 50' 49". E. 2295.67'

DATE	DESCRIPTION	AMOUNT	BALANCE
10/1/80	10/1/80	100.00	100.00
10/2/80	10/2/80	100.00	200.00
10/3/80	10/3/80	100.00	300.00
10/4/80	10/4/80	100.00	400.00
10/5/80	10/5/80	100.00	500.00
10/6/80	10/6/80	100.00	600.00
10/7/80	10/7/80	100.00	700.00
10/8/80	10/8/80	100.00	800.00
10/9/80	10/9/80	100.00	900.00
10/10/80	10/10/80	100.00	1000.00
10/11/80	10/11/80	100.00	1100.00
10/12/80	10/12/80	100.00	1200.00
10/13/80	10/13/80	100.00	1300.00
10/14/80	10/14/80	100.00	1400.00
10/15/80	10/15/80	100.00	1500.00
10/16/80	10/16/80	100.00	1600.00
10/17/80	10/17/80	100.00	1700.00
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10/20/80	10/20/80	100.00	2000.00
10/21/80	10/21/80	100.00	2100.00
10/22/80	10/22/80	100.00	2200.00
10/23/80	10/23/80	100.00	2300.00
10/24/80	10/24/80	100.00	2400.00
10/25/80	10/25/80	100.00	2500.00
10/26/80	10/26/80	100.00	2600.00
10/27/80	10/27/80	100.00	2700.00
10/28/80	10/28/80	100.00	2800.00
10/29/80	10/29/80	100.00	2900.00
10/30/80	10/30/80	100.00	3000.00
10/31/80	10/31/80	100.00	3100.00
11/1/80	11/1/80	100.00	3200.00
11/2/80	11/2/80	100.00	3300.00
11/3/80	11/3/80	100.00	3400.00
11/4/80	11/4/80	100.00	3500.00
11/5/80	11/5/80	100.00	3600.00
11/6/80	11/6/80	100.00	3700.00
11/7/80	11/7/80	100.00	3800.00
11/8/80	11/8/80	100.00	3900.00
11/9/80	11/9/80	100.00	4000.00
11/10/80	11/10/80	100.00	4100.00
11/11/80	11/11/80	100.00	4200.00
11/12/80	11/12/80	100.00	4300.00
11/13/80	11/13/80	100.00	4400.00
11/14/80	11/14/80	100.00	4500.00
11/15/80	11/15/80	100.00	4600.00
11/16/80	11/16/80	100.00	4700.00
11/17/80	11/17/80	100.00	4800.00
11/18/80	11/18/80	100.00	4900.00
11/19/80	11/19/80	100.00	5000.00
11/20/80	11/20/80	100.00	5100.00
11/21/80	11/21/80	100.00	5200.00
11/22/80	11/22/80	100.00	5300.00
11/23/80	11/23/80	100.00	5400.00
11/24/80	11/24/80	100.00	5500.00
11/25/80	11/25/80	100.00	5600.00
11/26/80	11/26/80	100.00	5700.00
11/27/80	11/27/80	100.00	5800.00
11/28/80	11/28/80	100.00	5900.00
11/29/80	11/29/80	100.00	6000.00
11/30/80	11/30/80	100.00	6100.00
12/1/80	12/1/80	100.00	6200.00
12/2/80	12/2/80	100.00	6300.00
12/3/80	12/3/80	100.00	6400.00
12/4/80	12/4/80	100.00	6500.00
12/5/80	12/5/80	100.00	6600.00
12/6/80	12/6/80	100.00	6700.00
12/7/80	12/7/80	100.00	6800.00
12/8/80	12/8		

PROPOSED BASELINE

STA 1637-00. 00
120. 00. RT.

N 59° 51' 45" W 1166.47'

GLADYS A. GARLAND AND HUGH CLARK GARLAND, III, ET AL
CALLED 419.34 ACRES
VOL. 2210, PAGE 672
OCTOBER 30, 1992
W.C.O.R.

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
GLADYS A. GARLAND AND
HUGH CLARK GARLAND, III, E
PARCEL 107

PAGE 8 OF 9

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

RODS SURVEYING INC.

6810 LEE ROAD
SPRING, TX 77379

(281) 379-6388

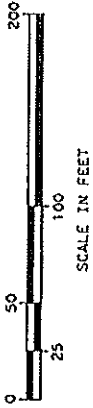
MARCH 7, 2007

MATCHLINE STA 1637+00 SEE PAGE 7

SEE PAGE 8

EXHIBIT

BURRELL EAVES SURVEY, A-216



MATCHLINE STA 1645+00

SEE PAGE 8

LOWER COLORADO RIVER AUTHORITY
CALLED 7.001 ACRES (EASEMENT) EXHIBIT A
DOCUMENT NO. 9752274
NOVEMBER 10, 1997
W.C.O.R.

PROPOSED AND EXISTING R.O.W. LINE

STATE OF TEXAS
CALLED 7.547 ACRES
VOLUME 6, PAGE 381
CIVIL MINUTES WILLIAMSON COUNTY

STATE OF TEXAS
CALLED 8.997 ACRES
VOLUME 6, PAGE 362
CIVIL MINUTES WILLIAMSON COUNTY

S 59°50'49" E 2295.67'
S 59°51'45" E

SEE DETAIL "A"

EXISTING R.O.W. LINE

PROPOSED BASELINE

107

PROPOSED R.O.W. LINE
N 59°51'45" W 1166.47'

STA 1648+66.47
120.00' RT.

30' ACCESS EASEMENT
HEIRS OF RVS. SALTER
AND RVS. SALTER
VOLUME 824, PAGE 167
JANUARY 17, 1981
W.C.O.R.

CALLED 419.34 ACRES
GLADYS A. GARLAND AND
HUGH CLARK GARLAND, III, ET AL
VOL. 2210, PAGE 672
OCTOBER 30, 1992
W.C.O.R.

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
GLADYS A. GARLAND AND
HUGH CLARK GARLAND, III, ET AL
PARCEL 107
PAGE 9 OF 9

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS
RODS SURVEYING INC.
6810 LEE ROAD SPRING, TX 77379
(281) 379-6388

SCALE: 1"=100' MARCH 7, 2007

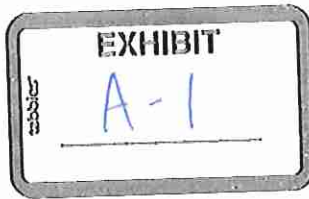
SH 195

EXISTING R.O.W. LINE

S 59°47'55" W
10.22'

DETAIL "A"
N.T.S.

P.D.C.
PARCEL 109, PART 1
STA 1632+00.60
5631.69' RT.



Page 1 of 7
March 7, 2007

County: Williamson
Highway: SH 195
Limits: From 8.105 Miles South of S. H. 138 to I.H. 35
ROW CSJ: 0440-02-012

Legal Description Parcel 107-E

BEING a 0.147 acre (6,400 square feet) tract of land located in the Burrell Eaves Survey, Abstract No. 216, of Williamson County, Texas, said 0.147 acre tract of land is out of and a part of a 419.34 acre tract of land conveyed by Gladys Queen to Gladys A. Garland and Hugh Clark Garland, III, et al, by deed recorded October 30, 1992 in Volume 2210, Page 672 of the Official Records of Williamson County, Texas, said 0.147 acre tract of land is further described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found near a fence corner for the west or northwest corner of the above referenced 419.34 acre tract and for a southern angle point of a 310.706 acre tract conveyed by Del Webb Communities, Inc. to Del Webb Texas Limited Partnership by deed recorded December 29, 1995 as Document No. 9558177 of said Official Records, said rod is located 3611.68 feet right of Proposed State Highway 195 (SH 195) Baseline Station 1589+89.72;

THENCE North 68° 50' 52" East with the common line of the 310.706 acre tract and the 419.34 acre tract for a distance of 4062.99 feet to a 5/8 inch iron rod with Texas Department of Transportation (TxDOT) aluminum cap set in the proposed southwest right of way line of SH 195, said rod is located 120.00 feet right of Proposed SH 195 Baseline Station 1612+79.86;

THENCE with the proposed southwest right of way line of SH 195 in a southeasterly direction and with a curve to the left for an arc distance of 1563.75 feet, said curve has a radius of 11579.16 feet, a delta angle of 7° 44' 15", a chord bearing of South 55° 59' 37" East, and a chord distance of 1562.56 feet, to a TxDOT Type II concrete monument set for the non-tangent end of said curve, said monument is located 120.00 feet right of Proposed SH 195 Baseline Station 1628+27.41;

THENCE South 55° 39' 58" East continuing with the proposed southwest right of way line of SH 195 for a distance of 273.32 feet to a TxDOT Type II concrete monument set for an angle point, said monument is located 140.00 feet right of Proposed SH 195 Baseline Station 1631+00.00;

EXHIBIT _____

THENCE South $59^{\circ} 51' 45''$ East continuing with the proposed southwest right of way line of SH 195 for a distance of 120.00 feet to a 5/8 inch iron rod with TxDOT aluminum cap set for the north corner and POINT OF BEGINNING of the herein described tract of land, said rod is located 140.00 feet right of Proposed SH 195 Baseline Station 1632+20.00;

1. THENCE South $59^{\circ} 51' 45''$ East continuing with the proposed southwest right of way line of SH 195 for a distance of 80.00 feet to a 5/8 inch iron rod with TxDOT aluminum cap set for the east corner of the herein described tract of land, said monument is located 140.00 feet right of Proposed SH 195 Baseline Station 1633+00.00;
2. THENCE South $30^{\circ} 08' 15''$ West with the southeast line of the herein described tract of land for a distance of 80.00 feet to a calculated point for corner, said point is located 220.00 feet right of Proposed SH 195 Baseline Station 1633+00.00;
3. THENCE North $59^{\circ} 51' 45''$ West with the southwest line of the herein described tract of land for a distance of 80.00 feet to a calculated point for corner, said point is located 220.00 feet right of Proposed SH 195 Baseline Station 1632+20.00;

EXHIBIT _____

4. THENCE North 30° 08' 15" East continuing with the northwest line of the herein described tract of land for a distance of 80.00 feet to the POINT OF BEGINNING, said described tract containing 0.147 acres (6,400 square feet) of land, more or less.

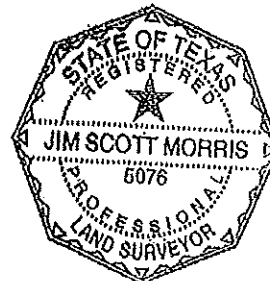
This survey is referenced to the National Spatial Reference System. The projection and datum are the Texas State Plane Coordinate System, Central Zone, North American Datum of 1983. All bearings are relative to National Geodetic Survey, 1993 Adjustment, monuments T27 A (PID AB2837), Austin RRP (PID AF9537) and, Georgeport (PID BM1093). All distances are surface values expressed in U. S. Survey feet and may be converted to grid by dividing by the TxDOT surface adjustment factor of 1.000120.

This description was prepared in conjunction with, and is accompanied by a plat of an even date herewith.

Surveyed by:
RODS Surveying, Inc.
6810 Lee Road, Spring Texas 77379
Phone (281) 379-6388

I, Scott Morris, hereby certify that the above description is true and correct and depicts a survey made under my supervision and on the ground and is based on data gathered from February 2001 to October 2006.

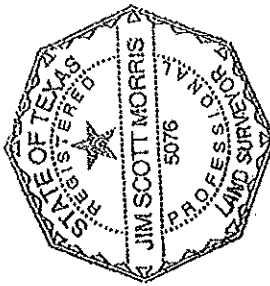
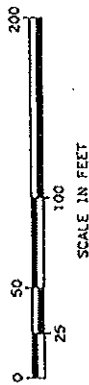
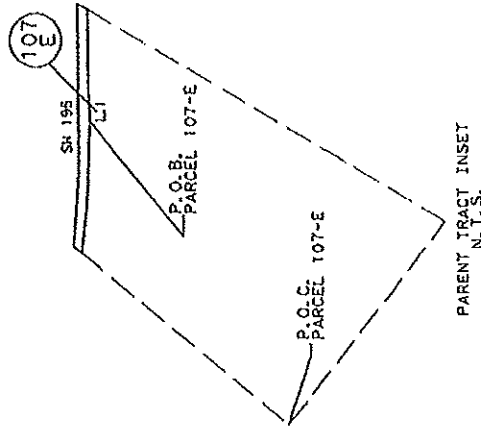
Scott Morris
Scott Morris, Registered Professional Land Surveyor No. 5076
Date as of: March 7, 2007



LEGEND

- FOUND CONCRETE MONUMENT (TXDOT TYPE I)
- FOUND CONCRETE MONUMENT (TXDOT TYPE II)
- CONCRETE MONUMENT SET (TXDOT TYPE II)
- FOUND 1/2" IRON ROD UNLESS NOTED
- 5/8" IRON ROD SET WITH TXDOT ALUMINUM CAP (UNLESS NOTED) CALCULATED POINT
- FOUND CORNER (AS DESCRIBED)
- 5/8" IRON ROD SET WITH YELLOW CAP "RODS SURVEYING INC."
- PROPERTY LINE
- RECORD INFORMATION
- SURVEY LINE
- PROPOSED DRAINAGE EASEMENT
- ACCESS DENIAL LINE
- EXISTING R.O.W. LINE
- PARCEL BOUNDARY
- RIGHT OF WAY
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- PC
- PT
- CHB
- CHD
- B.L.
- N.T.S.
- P.U.E.
- W.C.D.R.
- W.C.O.P.R.
- W.C.P.R.
- O.S.S.F.S.

- ON SITE SEWERAGE FACILITY SETBACK
- CHORD DISTANCE
- BUILDING SETBACK LINE (PER PLAT)
- NOT TO SCALE
- PUBLIC UTILITY EASEMENT
- WILLIAMSON COUNTY DEED RECORDS
- WILLIAMSON COUNTY OFFICIAL PUBLIC RECORDS
- WILLIAMSON COUNTY PLAT RECORDS
- ON SITE SEWERAGE FACILITY SETBACK



EXHIBIT

I, JIM SCOTT MORRIS, HEREBY CERTIFY THAT THE HEREON MAP OR PLAT IS TRUE AND CORRECT AND DEPICTS A SURVEY MADE UNDER MY SUPERVISION AND ON THE GROUND AND IS BASED ON DATA GATHERED FROM FEBRUARY 2001 TO OCTOBER 2006

Scott Morris March 7, 2007
SCOTT MORRIS, R.P.L.S. # 5076 DATE AS OF



TEXAS DEPARTMENT OF TRANSPORTATION
©2004

RIGHT OF WAY PLAT

SHOWING PROPERTY OF
GLADYS A. GARLAND AND
HUGH CLARK GARLAND, III, ET AL
PARCEL 107-E

PAGE 4 OF 7

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379
(281) 379-6388

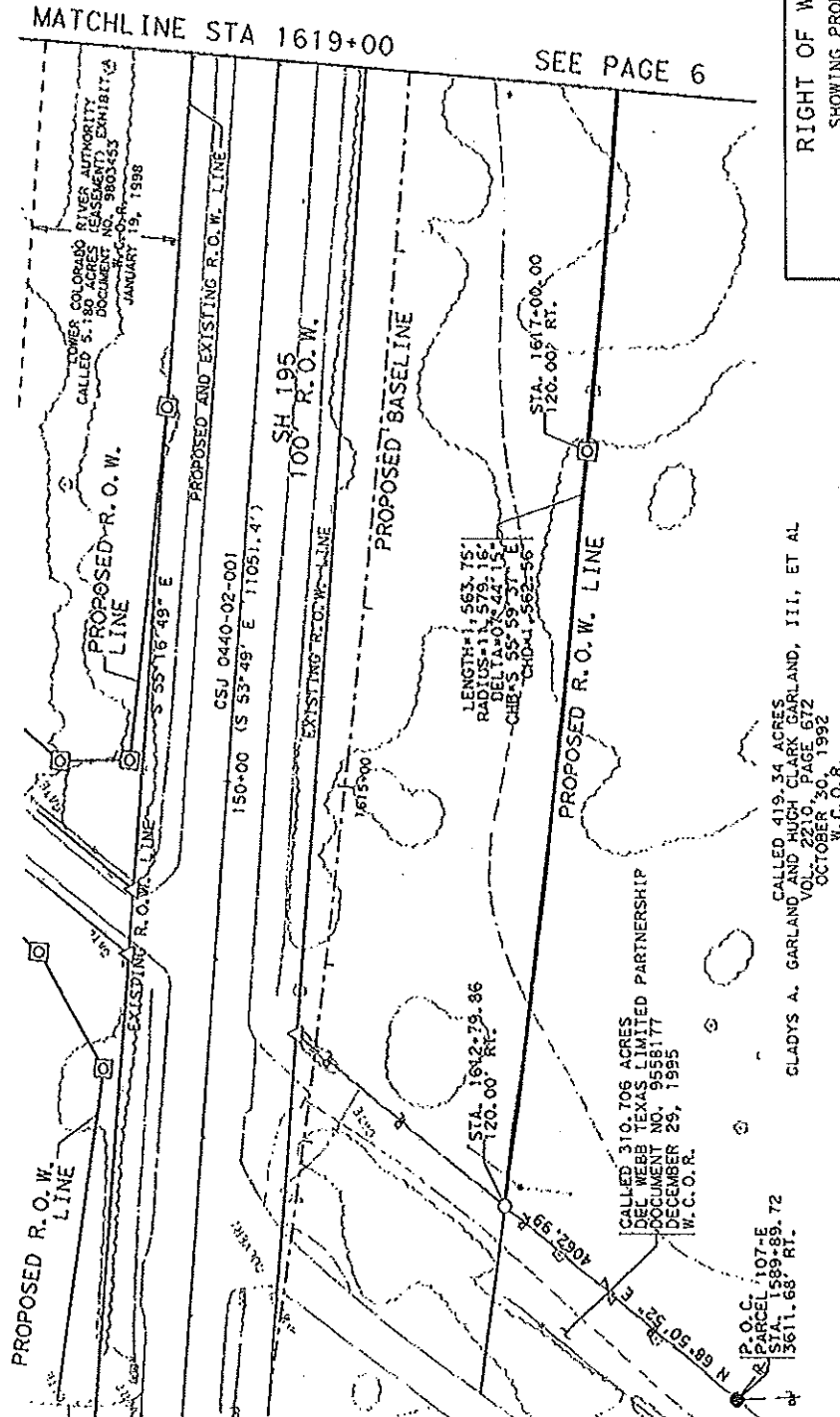
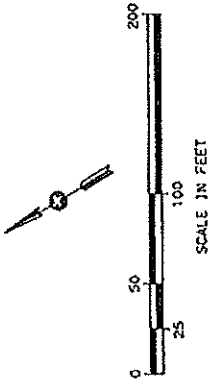
SCALE: 1"=100' MARCH 7, 2007

NOTES:

- IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY, DIGITAL FILES DATED FEBRUARY, 2001 AND MAY, 2002 UPDATED BY ON THE GROUND SURVEYS MADE IN FEBRUARY, 2006.
- THIS SURVEY IS REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM. THE PROJECTION AND DATUM ARE THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE RELATIVE TO NATIONAL GEODETIC SURVEY, 1993 ADJUSTMENT, MONUMENTS T27 A (PID AB2837), AUSTIN RRP (PID AF9537) AND, GEORGETOWN (PID BM1093). ALL DISTANCES ARE SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE TXDOT SURFACE ADJUSTMENT FACTOR OF 1.000120.

BURRELL EAVES SURVEY, A-216

EXHIBIT



RIGHT OF WAY PLAT
SHOWING PROPERTY OF
GLADYS A. GARLAND AND
HUGH CLARK GARLAND, III, ET AL
PARCEL 107-E

PAGE 5 OF 7

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

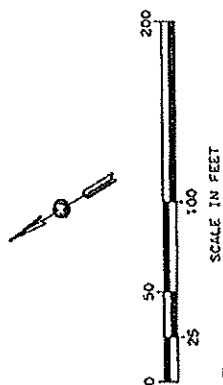
RODS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379

(281) 379-6388

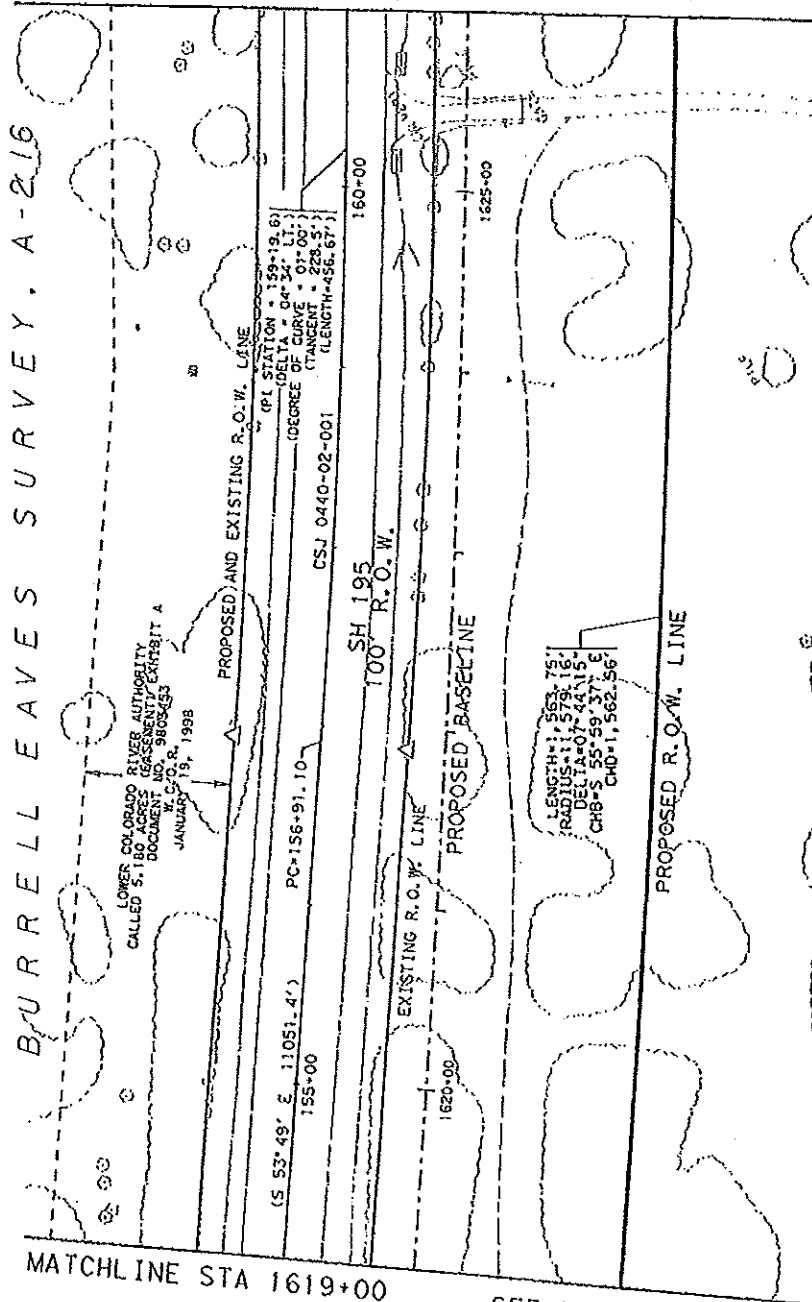
SCALE: 1"=100' MARCH 7, 2007

EXHIBIT



MATCHLINE STA 1626+00

SEE PAGE 7



SEE PAGE 5

RIGHT OF WAY PLAT
SHOWING PROPERTY OF
GLADYS A. GARLAND AND
HUGH CLARK GARLAND, III, ET AL
PARCEL 107-E

PAGE 6 OF 7

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

RODS SURVEYING INC.

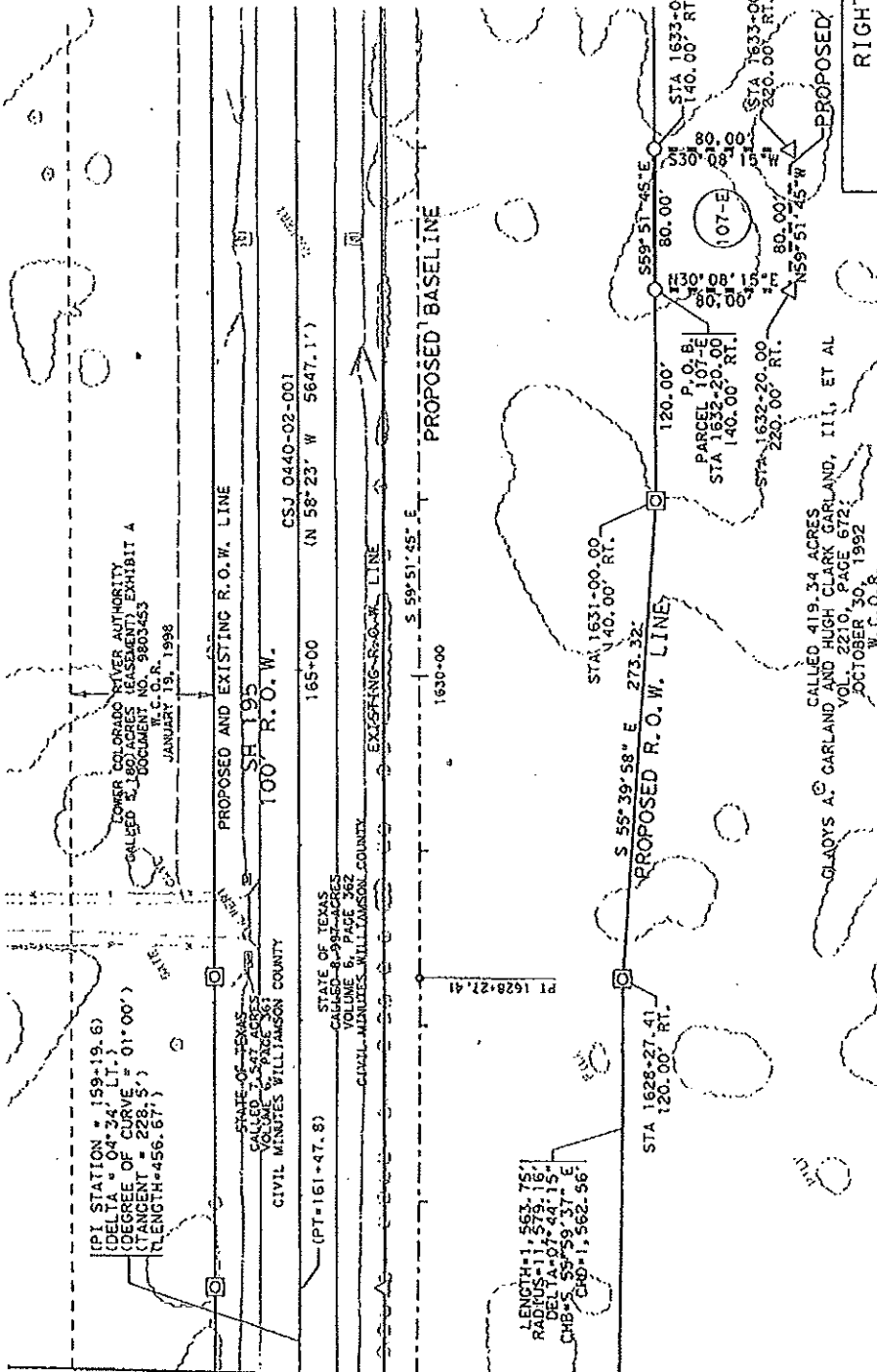
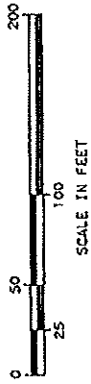
6810 LEE ROAD SPRING, TX 77379

(281) 379-6388

SCALE: 1"=100' MARCH 7, 2007

CALLLED 419.34 ACRES
GLADYS A. GARLAND AND HUGH CLARK GARLAND, III, ET AL
VOL. 2210, PAGE 672
OCTOBER 30, 1992
W.C.O.R.

BURRELL EAVES SURVEY, A-216



MATCHLINE STA 1626+00

SEE PAGE 6

EXHIBIT

RIGHT OF WAY PLAT

SHOWING PROPERTY OF
GLADYS A. GARLAND AND
HUGH CLARK GARLAND, III, ET AL
PARCEL 107-E
PARCEL 107-E

PAGE 7 OF 7

ROW CSJ NO. 0440-02-012

STATE HIGHWAY 195 WILLIAMSON COUNTY, TEXAS

ROOS SURVEYING INC.

6810 LEE ROAD SPRING, TX 77379

(281) 379-6388

SCALE: 1"=100' MARCH 7, 2007

Possession and Use Agreement 195

Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing County Judge to execute a Possession and Use Agreement with FWD Property Investors, L.P., LDJ Properties, LTD. and MMSG Limited Partnership regarding easements needed on SH 195. (Parcel 107)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Possession Use Agreement 195](#)

Form Routing/Status

Form Started By: Wendy Started On: 07/07/2011 04:29
Coco PM
Final Approval Date: 07/07/2011

POSSESSION AND USE AGREEMENT FOR UTILITY RELOCATION PURPOSES

STATE OF TEXAS	§	Project No.: SH195
	§	Parcel No.: 107—utility easements
COUNTY OF WILLIAMSON	§	CSJ No.: 0440-02-0112

This agreement, effective the _____ day of _____, 2011, between the CHISHOLM TRAIL SPECIAL UTILITY DISTRICT and PEDERNALES ELECTRIC COOPERATIVE, INC., acting by and through Williamson County, Texas (collectively the "County"), and FWD PROPERTY INVESTORS, L.P., LDJ PROPERTIES, LTD., and MMSG LIMITED PARTNERSHIP (the "Grantor(s)"), grants an irrevocable right to possession and use to the County, its contractors, agents and all others deemed necessary by the County for the purpose of constructing electric and waterline utility relocations adjacent to the proposed State Highway No. 195 improvement project. The property involved is described more fully in field notes and plat map (attached as Exhibit "A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph two below, the receipt and sufficiency of which is acknowledged, Grantor(s) grant, bargain, sell and convey to the County exclusive possession and use of the Property for the purpose of electric facility and water line facility relocations and appurtenances thereto and the right to remove any improvements. This Possession and Use Agreement will extend to Chisholm Trail Special Utility District and Pedernales Electric Cooperative, Inc., their contractors, and assigns. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of these utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use, the County will tender to the Grantor(s) the sum of ONE HUNDRED FIVE THOUSAND ONE HUNDRED TWENTY FOUR and 00/100 Dollars (\$105,124.00). The Grantor(s) agrees that this sum represents adequate and full compensation for the possession and use of the Property. The County will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents 90 percent of the County's approved value. The approved value is the County's determination of the just compensation owed to the Grantor(s) for the full electric/waterline easement interest and temporary construction easement interest to be acquired by the County in the Property, and damages to the remainder, if any. The parties agree that this sum will be deducted from any final settlement amount, award or verdict. In the event the final award or verdict for the utility easement interests is less than the amount the County has paid for the possession and use of the property, then the Grantors agree that the original amount tendered represents an overpayment and that the County is entitled to seek a refund.
3. The GRANTOR warrants and represents by, through, and under the GRANTOR, but not otherwise, that the title to the Property is free and clear of all liens on the title to the Property, or that any necessary and proper releases will be executed for the Property prior to or simultaneously with the first payment of funds being disbursed under this agreement. GRANTOR further agrees to indemnify State from all unreleased or undisclosed liens, claims or encumbrances that are known to Grantor and that affect the Property. This conveyance is made by GRANTOR and accepted by County subject to the following:

- a. visible and apparent easements not appearing of record;
 - b. any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and
 - c. easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) that affect the Property and are presently of record in the Official Public Records of the county in which the Property is located, but only to the extent that said items are still valid and in force and effect at this time.
4. This agreement is made with the understanding that the County will continue to negotiate in good faith with the Grantor(s) to acquire the easement interest in the Property by direct purchase. It is further understood in the event a settlement is not reached within ninety (90) days of the effective date of this agreement, at the Grantor's request the County shall begin proceedings in eminent domain to acquire fee title to the Property. The County will not unreasonably delay the commencement of proceedings under eminent domain once the time provided for in this paragraph has expired.
 5. The parties agree that the valuation date for purposes of determining the value of the just compensation for the Property to be acquired shall be the date of the deposit by County of any amount by which a special commissioners' award exceeds the consideration paid for this Agreement or the date of the special commissioners award if it does not exceed the amount of the consideration paid for this Agreement. The Property shall be valued, as of the date of valuation, as if any improvements located thereon as of the date the consideration is paid for this Agreement are still located on the Property.
 6. This grant will not prejudice Grantor's rights to receive full and just compensation for the easement interests to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of Grantors' lands. This grant will not prejudice Grantor(s) rights to any relocation benefits for which they may be eligible.
 7. In the event the County institutes eminent domain proceedings, the County will not be liable to Grantor(s) for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until entry of judgment.
 8. The purpose of this agreement is to allow the County to proceed with its construction project without delay and to allow the Grantor(s) to avoid litigation at this time.
 9. Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface.
 10. The undersigned Grantor(s) agree(s) to pay all taxes, including prorated taxes for the current year, and special assessments due at the time the County takes possession of the Property.

11. This agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.
12. It is agreed the County will record this document
13. Other conditions: The parties agree that the grant of this Possession and Use Agreement, and the presence of any utility provider facilities constructed upon the property may not be used as evidence or as an assumption of the existence of a utility easement or any utility provider facilities on the Property as part of the valuation of the parent tract(s) by the State in connection with its acquisition of parcel 107 right of way or the value thereof.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to Chisholm Trail Special Utility District and Pedernales Electric Cooperative, Inc, acting by and through Williamson County, and their assigns forever, for the purposes and subject to the limitations set forth above.

IN WITNESS WHEREOF, THIS INSTRUMENT IS EXECUTED ON THIS THE 27th DAY OF May, 2011.

FWD PROPERTY INVESTORS L.P.,
a Texas limited partnership

By: Fort Worth GP, Inc., a Delaware corporation,
its General Partner

By: [Signature]
Thomas H. Bjarnason, Vice President

PROVINCE OF ONTARIO §
 §
JUDICIAL DISTRICT OF YORK §

TO WIT:

This instrument was acknowledged before me on the 27th day of May, 2011, by Thomas H. Bjarnason, Vice President of Fort Worth GP, Inc., a Delaware corporation, General Partner of FWD Property Investors L.P., on behalf of said limited partnership.

Printed Name of Notary:

Alysha Christine Valenti

[Signature]
Notary Public in and for the Province of Ontario
My commission expires at the pleasure of Her Majesty

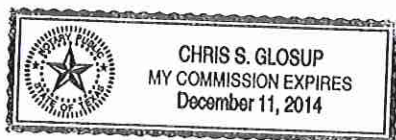
LDJ PROPERTIES, LTD.,
a Texas limited partnership

By: LDJ Management Company, L.L.C.,
a Texas limited liability company,
its General Partner

By: [Signature]
Joan L. Germany, President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 19 day of MAY, 2011, by Joan L. Germany, President of LDJ Management Company, LLC, General Partner of LDJ Properties, Ltd., on behalf of said limited partnership.



Chris S. Glosup
Notary Public, State of Texas
Printed Name: CHRIS S. GLOSUP
My Commission Expires: 12-11-2014

MMSG LIMITED PARTNERSHIP,
a Texas limited partnership

By: [Signature]
John D. Gourley, Managing Partner

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 18 day of May, 2011, by John D. Gourley, Managing Partner of MMSG Limited Partnership, on behalf of said limited partnership.



Heidi L. Wagner
Notary Public, State of Texas
Printed Name: Heidi L. Wagner
My Commission Expires: 10-22-2011

ACCEPTED AND AGREED TO BY CHISHOM TRAIL SPECIAL UTILITY DISTRICT AND PEDERNALES
ELECTRIC COOPERATIVE, ACTING BY AND THROUGH WILLIAMSON COUNTY, THIS THE _____
DAY OF _____, 2011.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 2011, by Dan A.
Gattis, County Judge of Williamson County, Texas, in the capacity and for the purposed consideration recited
herein.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

After recording return to:

Don Childs
Sheets & Crossfield, P.C.
309 East Main St.
Round Rock, Texas 78664

CTO/D/PEC



107

STATE OF TEXAS
COUNTY OF WILLIAMSON

EASEMENT

1.656 ACRE SITUATED IN
BURRELL EAVES SURVEY
ABSTRACT 216
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 1.656 ACRE (72,117 SQUARE FEET) TRACT SITUATED IN THE BURRELL EAVES SURVEY, ABSTRACT 216, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 417.81 ACRES TRACT AS DESCRIBED IN A WARRANTY DEED TO FWD PROPERTY INVESTORS L.P. AND RECORDED IN DOCUMENT NO. 2010037193 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod with aluminum cap stamped "TXDOT" found at the intersection of the proposed southwest right-of-way line of State Highway No. 195 (SH195), a varying width right-of-way, with the northwest line of said 417.81 acres tract, same being the southeast line of Lot A, Planned Unit Development of Sun City Georgetown, Sun City Boulevard Extension (East), a subdivision according to the plat of record in Cabinet FF, Slides 171-173 of the Plat Records of Williamson County, Texas, and from which a 1/2-inch iron rod with plastic cap stamped "RDS 4094" found in the existing southwest right-of-way line of SH195, a 100-foot wide right-of-way, for the north corner of said 417.81 acres tract, same being the east corner of said Lot A, bears N68°50'52"E a distance of 154.00 feet;

THENCE leaving said northwest line of the 417.81 acres tract and said southeast line of Lot A, crossing said 417.81 acres tract with said proposed southwest right-of-way line of SH195 the following five (5) courses and distances:

1. with the arc of a curve to the left a distance of 1563.75 feet, said curve having a radius of 11,579.16 feet, a central angle of 07°44'16", and a chord bearing S55°59'37"E a distance of 1562.56 feet to a Texas Department of Transportation Type II Concrete Monument with Brass Disk (TxDOT Type II) found for an angle point,
2. S55°39'58"E a distance of 273.32 feet to a TxDOT Type II monument found for an angle point,
3. S59°51'42"E a distance of 300.00 feet to a TxDOT Type II monument found for an angle point,
4. S63°40'36"E a distance of 300.67 feet to a 1/2-inch iron rod with plastic cap stamped "Forest RPLS 1847" found for an angle point, and
5. S59°51'45"E a distance of 1166.47 feet to a 1/2-inch iron rod with plastic cap stamped "Forest RPLS 1847" found in the southeast line of said 417.81 acres tract, same being the northwest line of a called 326 acres tract as described in a Distribution Deed to Wilford C. Schneider, John B. Schneider, and Janis K. Johnson and recorded in Document No. 2010030325 of said Official Public Records of Williamson County, Texas, and from which a 1/2-inch iron rod found in said existing southwest right-of-way line of SH195 for the east corner of said 417.81 acres tract, same being the north corner of said 326 acres tract, bears N59°47'54"E a distance of 161.48 feet;

THENCE with said southeast line of the 417.81 acres tract and said northwest line of the 326 acres tract, S59°47'54"W a distance of 23.02 feet to a 1/2-inch iron rod with plastic cap stamped "HALF ESMT" set;

THENCE leaving said southeast line of the 417.81 acres tract and said northwest line of the 326 acres tract, crossing said 417.81 acres tract the following five (5) courses and distances:

1. N59°51'45"W a distance of 1154.41 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for an angle point,
2. N63°40'36"W a distance of 300.67 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for an angle point,
3. N59°51'45"W a distance of 301.40 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for an angle point,
4. N55°39'58"W a distance of 273.32 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for non-tangent point or curvature to the right, and
5. with the arc of said curve to the right a distance of 1577.72 feet, said curve having a radius of 11,599.16 feet, a central angle of 07°47'36", and a chord bearing N55°57'44"W a distance of 1576.50 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in said northwest line of the 417.81 acres tract and said southeast line of Lot A;

THENCE with said northwest line of the 417.81 acres tract and said southeast line of Lot A, N68°50'52"E a distance of 23.32 feet to said POINT OF BEGINNING and containing 1.656 acre.

THE STATE OF TEXAS
COUNTY OF TRAVIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of October 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 29th day of October 2010, A.D.

Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759



[Signature] 10/29/2010
Dan H. Clark
Registered Professional Land Surveyor
No. 6011 - State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.000120. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in October 2010 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled VEXH-107-26903.dgn, dated October 29, 2010, AVO No. 26903.
3. See Texas Department of Transportation Right-of-Way map CSJ No. 0440-01-036 & 0440-02-012 for detailed information regarding State Highway 195.

AUSTIN, TEXAS 78759-5356

SHEET 1

102500001026903.DWG Survey\AUSTIN\107-26903.dwg

102500001026903.DWG Survey\AUSTIN\107-26903.dwg

LOT A
DEVELOPMENT OF
SUN CITY BOULEVARD
EXTENSION (EAST)
CAB. FF SLIDES 171-173
P.R.W.C.T.

BURRELL EAVES
SURVEY, A-216

REMAINDER OF
A CALLED 417.81 AC.
FWD PROPERTY
INVESTORS L.P.
A NEW JERSEY LIMITED
PARTNERSHIP
DOC. # 2010037193
O.P.R.W.C.T.

PROPOSED ESMT.
72,117 SQ. FT.
1.656 AC.

30' WIDE TEMPORARY
CONSTRUCTION ESMT.
2.486 AC
108,300 SQ. FT.

SUN CITY BOULEVARD
CAB. FF SLIDES 171-173
P.R.W.C.T.

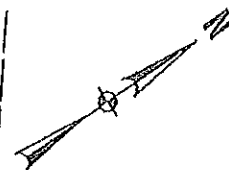
PROPOSED R.O.W. LINE

EXISTING R.O.W. LINE

(RDS 4094)

S.H. 195
7000' R.O.W.
CSJ 0440-02-001
CSJ 0440-02-012

GRAPHIC SCALE
1"=100'



PROPOSED R.O.W. LINE

EXISTING R.O.W. LINE

C.P. 147 60' R.O.W.
NO DEED FOUND

LEGEND:

- FOUND TxDOT BRASS MONUMENT
- FOUND 1/2" IRON ROD (UNLESS NOTED)
- ⊗ FOUND 3/8" IRON ROD W/ALUMINUM CAP
- CALCULATED POINT
- 1/2" IRON ROD SET W/ 'HALFF ESMT' CAP
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON CO., TX
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- I.R.F. IRON ROD FOUND (SIZE NOTED)
- () RECORD INFORMATION
- N/S NOT TO SCALE
- P PROPERTY LINE

MATCHLINE SHEET 03
SHEET 04

LINE	BEARING	DISTANCE
L2	N68°50'52"E	23.32'

CURVE	RADIUS	DELTA	LENGTH	BEARING	DISTANCE
C1	11,579.16'	07°44'16"	1,563.75'	S 55°59'37"E	1,562.56'
C2	11,599.16'	07°47'36"	1,577.72'	N 55°57'44"W	1,576.50'



HALFF

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5356
TEL (512) 252-8184
FAX (512) 252-8141

SH 195 UTILITY

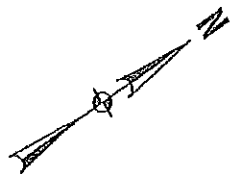
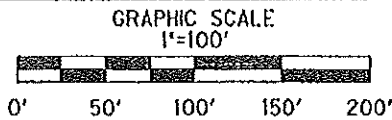
EASEMENT FOR
PARCEL 107

Project No.: 26903

Issued: 10/29/2010

Accompanying file Name:
SV:LD-PARCEL 107-26903.doc

3 of 7



LEGEND:

- FOUND TxDOT BRASS MONUMENT
- FOUND 1/2" IRON ROD (UNLESS NOTED)
- △ CALCULATED POINT
- 1/2" IRON ROD SET W/ 1/2" HALF ESMT' CAP
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON CO., TX
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- I.R.F. IRON ROD FOUND (SIZE NOTED)
- () RECORD INFORMATION
- N/S NOT TO SCALE
- P. PROPERTY LINE

REMAINDER OF
A CALLED 417.81 AC.
FWD PROPERTY
INVESTORS L.P.
A NEW JERSEY LIMITED
PARTNERSHIP
DOC. # 2010037193
O.P.R.W.C.T.

PROPOSED ESMT.
72,117 SQ. FT.
1.656 AC.

30' WIDE TEMPORARY
CONSTRUCTION ESMT.
2,486 AC
108,300 SQ. FT.

PROPOSED R.O.W. LINE

C1
C2

EXISTING R.O.W. LINE

MATCHLINE SHEET 03
SHEET 04

BURRELL LEAVES
SURVEY, A-216

S.H. 195
100' R.O.W.
CSJ 0440-02-001
CSJ 0440-02-012

EXISTING R.O.W. LINE

MATCHLINE SHEET 04
SHEET 05

CURVE	RADIUS	DELTA	LENGTH	BEARING	DISTANCE
C1	11,579.16'	07° 44' 16"	1,563.75	S 55° 59' 37" E	1,562.56'
C2	11,599.16'	07° 47' 36"	1,577.72'	N 55° 57' 44" W	1,516.50'



HALFF

4030 WEST BRAKER LANE, SUITE 400
AUSTIN, TEXAS 78759-5350
TEL (512) 252-8141
FAX (512) 252-8141

SH 195 UTILITY

EASEMENT FOR
PARCEL 107

Project No.: 26903

Issued: 10/29/2010

Accompanying file Name:
SV-LD-PARCEL 107-28903.doc

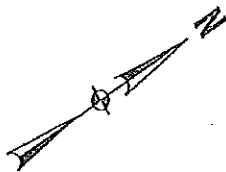
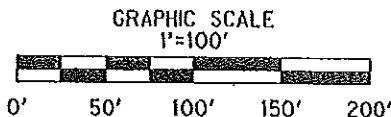
4 of 7

AUSTIN, TEXAS 78759-5350

SHEET 2

10/29/2010 02:56:42 AM 26903.DWG

10/29/2010 02:56:42 AM 26903.DWG



DURRELL EAVES
SURVEY, A-216

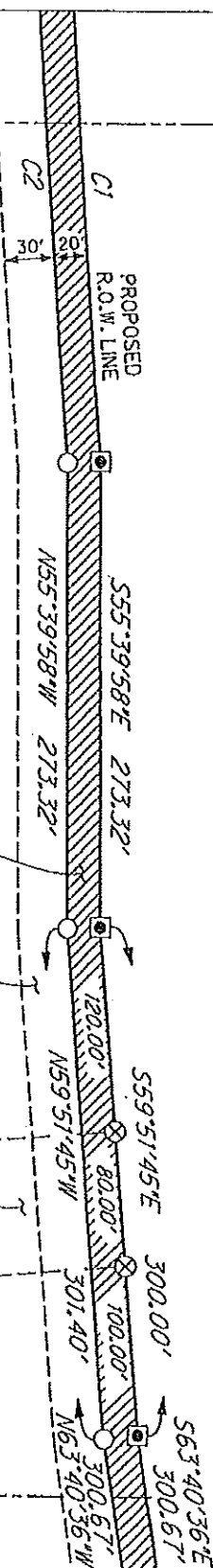
REMAINDER OF
A CALLED 417.81 AC.
FWD PROPERTY
INVESTORS L.P.
A NEW JERSEY LIMITED
PARTNERSHIP
DOC. # 2010037193
O.P.R.W.C.T.

PROPOSED ESMT.
72,117 SQ. FT.
1.656 AC.

30' WIDE TEMPORARY
CONSTRUCTION ESMT.
2,486 AC
108,300 SQ. FT.

PROPOSED ESMT.
AS SHOWN ON TXDOT
R.O.W STRIP MAP
C.S.J. 0440-02-012

CURVE	RADIUS	DELTA
C1	1,579.16'	07° 44' 16"
C2	1,599.16'	07° 47' 36"
LENGTH	BEARING	DISTANCE
1,563.75	S 55° 59' 37" E	1,562.56'
1,577.72	N 55° 57' 44" W	1,576.50'



MATCHLINE SHEET 04
SHEET 05

LEGEND:

- ⊗ FOUND TXDOT BRASS MONUMENT
- ⊗ FOUND 5/8" TXDOT ALUMINUM CAP
- △ CALCULATED POINT
- 1/2" IRON ROD SET W/ 1/4" HALF ESMT CAP
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON CO., TX
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- I.R.F. IRON ROD FOUND (SIZE NOTED)
- () RECORD INFORMATION
- N.T.S. NOT TO SCALE
- P. PROPERTY LINE

S.H. 195
100' R.O.W.
CSJ 0440-02-001
CSJ 0440-02-012

MATCHLINE SHEET 05
SHEET 06



HALFF

4930 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78769-5358
TEL (512) 252-8164
FAX (512) 252-8141

SH 195 UTILITY

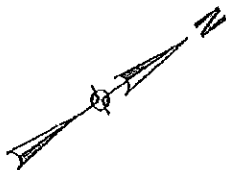
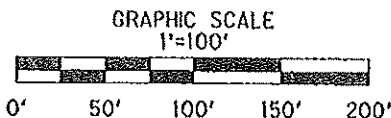
EASEMENT FOR
PARCEL 107

Project No.: 26903

Issued: 10/29/2010

Accompanying file Name:
SV-LD-PARCEL 107-26903.dwg

5 of 7



LEGEND

- ⊗ FOUND 1xDOT BRASS MONUMENT
- ⊙ FOUND 1/2" IRON ROD (UNLESS NOTED)
- △ CALCULATED POINT
- 1/2" IRON ROD SET W/ 'HALFF ESMT' CAP
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
- O.R.M.C.T. OFFICIAL RECORDS OF WILLIAMSON CO., TX
- D.R.M.C.T. DEED RECORDS OF WILLIAMSON CO., TX
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- I.R.F. IRON ROD FOUND (SIZE NOTED)
- () RECORD INFORMATION
- ///S NOT TO SCALE
- P PROPERTY LINE

BURRELL LEAVES
SURVEY, A-216

PROPOSED ESMT.
72,117 SQ. FT.
1.656 AC.

30' WIDE TEMPORARY
CONSTRUCTION ESMT.
2.486 AC
108,300 SQ. FT.

REMAINDER OF
A CALLED 417.81 AC.
FWD PROPERTY
INVESTORS L.P.
A NEW JERSEY LIMITED
PARTNERSHIP
DOC. # 2010037193
O.P.R.W.C.T.

MATCHLINE SHEET 05
SHEET 06

S.H. 195
100' R.O.W.
CSJ 0440-02-001
CSJ 0440-02-012

EXISTING
R.O.W. LINE

EXISTING
R.O.W. LINE

PROPOSED
R.O.W. LINE

MATCHLINE SHEET 06
SHEET 07



HALFF

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78769-5558
TEL (512) 252-8124
FAX (512) 252-8141

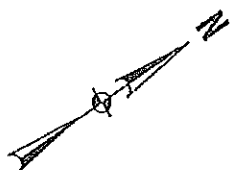
SH 195 UTILITY
EASEMENT FOR
PARCEL 107

Project No.: 26903

Issued: 10/29/2010

Accompanying file Name:
SV-LD-PARCEL 107-26903.dwg

6 of 7



MATCHLINE SHEET 06
SHEET 07

PROPOSED ESMT.
72,117 SQ. FT.
1.656 AC.

30' WIDE TEMPORARY
CONSTRUCTION ESMT.
2.486 AC
108,300 SQ. FT.

LEGEND:

- FOUND TxDOT BRASS MONUMENT
- FOUND 1/2" IRON ROD (UNLESS NOTED)
- △ CALCULATED POINT
- 1/2" IRON ROD SET 1/2" HALF ESMT CAP
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON CO., TX
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- I.R.F. IRON ROD FOUND (SIZE NOTED)
- () RECORD REFORMATION
- N.T.S. NOT TO SCALE
- R. PROPERTY LINE

REMAINDER OF
A CALLED 417.81 AC.
FWD PROPERTY
INVESTORS L.P.
A NEW JERSEY LIMITED
PARTNERSHIP
DOC. # 2010037193
O.P.R.W.C.T.

WILFORD C. SCHNEIDER,
JOHN B. SCHNEIDER,
& JANIS K. JOHNSON
APPROX. 326 AC.
DOC. # 2010030325
O.P.R.W.C.T.

30' ACCESS ESMT.
HEIRS OF R. S. SALTER
VOL. 823 SALTER SALTER
D.R.W.C.T., PG. 97

BURRELL LEAVES
SURVEY, A-216

BERNARD SCHLEDER &
ELIZABETH SCHLEDER
DOC. # 2007093914
O.P.R.W.C.T.

(1.00 AC.)
JOHN CAHILL & WIFE,
DEBRA CAHILL
DOC. # 2000054348
O.P.R.W.C.T.

LINE	BEARING	DISTANCE
LI	S59°47'54"W	23.02'



HALFF

4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-6350
TEL (512) 262-8184
FAX (512) 262-8141

SH 195 UTILITY

EASEMENT FOR
PARCEL 107

Project No.: 26903

Issued: 10/29/2010

Accompanying file Name:
SV-LD-PARCEL 107-26903.doc

7 of 7

S.H. 195
700' R.O.W.
CSJ 0440-02-001
CSJ 0440-02-012

EXISTING
R.O.W. LINE

EXISTING
R.O.W. LINE

PROPOSED
R.O.W. LINE

(FOREST
RPLS 1847)

N59°47'54"E 161.48'

AUSTIN, TEXAS 78759-6350

SHEET 5

10/29/2010 9:20:04 AM 012312 HALFF

Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Consider authorizing County Judge to execute a letter agreement with Lawrence Irvine regarding easements needed on SH 195. (Parcel 118)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
---------	----------	-------------	--------	----------

Attachments

Link: [Irvine](#)

Form Routing/Status

Form Started By: Wendy Started On: 07/07/2011 04:34
Coco PM
Final Approval Date: 07/07/2011

Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

July 6, 2011

Lawrence Irvine
3500 CR 234
Georgetown, Texas 78633

Re: SH195 expansion project
Parcel 118EE—PEC electric easement

Dear Mr. Irvine:

Please allow this letter to set out my understanding regarding our agreement for the purchase of an additional electric easement for Pedernales Electric Cooperative, Inc. (PEC) in connection with the State's SH195 expansion and realignment project in Williamson County.

In return for granting an electric easement in and to approximately 0.5308 acre (parcel 118EE), Williamson County will pay the owners of this property the sum of \$23,121 (23,121SF x \$4.00/SF x 25% of rights). The form of the easement will be as shown in Exhibit "A" attached.

If this meets with your understanding and discussions with Sam Nassour please execute this letter where indicated below and we will have this executed by the judge and process this for payment as quickly as possible.

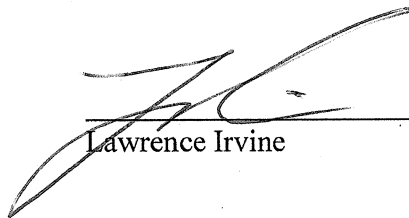
Please feel free to contact Sam or myself at any time if you have any questions or concerns about these issues.

Very truly yours,



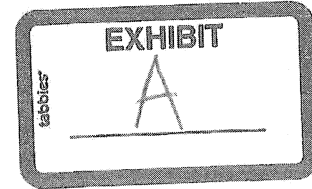
Don Childs
Sheets & Crossfield, P.C.

AGREED:

 7/6/2011
Lawrence Irvine Date

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis Date
County Judge



ELECTRIC UTILITY EASEMENT
State Highway 195

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THAT YVONNE DENISE NEWMAN AND LAWRENCE MARK IRVINE, AS CO-TRUSTEES OF THE IRVINE FAMILY TRUST, A TESTAMENTARY TRUST CREATED IN THE WILL OF DONALD PATTERSON IRVINE, JR., ANNE LOUISE IRVINE BRADFORD, AGNES LINDA IRVINE STRONG, AND ANGELA IRVINE, Grantor, for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, guy wires and/or down wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County County, Texas, to-wit:

All of that certain 0.5308 acre of land, more or less, out of the W. Roberts Survey, Abstract No. 524, and being more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes (Parcel 118EE).

Together with the right of ingress and egress over our adjacent lands if necessary to or from said right-of-way, but only to the extent that ingress or egress is not available or adequate from a public right of way, for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And we do hereby bind ourselves, our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands this 23 day of June, 2011.

[signature page follows]

GRANTOR:

Yvonne Newman

Yvonne Denise Newman, Co-Trustee of the
Irvine Family Trust, a Testamentary Trust created
in the will of Donald Patterson Irvine, Jr.

Lawrence Mark Irvine

Lawrence Mark Irvine, Co-Trustee of the
Irvine Family Trust, a Testamentary Trust created
in the will of Donald Patterson Irvine, Jr.

Anne Louise Irvine Bradford

Anne Louise Irvine Bradford

Agnes Linda Irvine Strong

Agnes Linda Irvine Strong

Angela E. Irvine

Angela Irvine

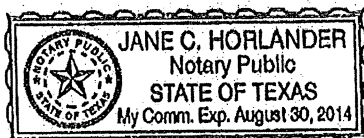
ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF Smith

§
§
§

This instrument was acknowledged before me on this the 28th day of June, 2011 by Yvonne Denise Newman, in the capacity and for the purposes and consideration recited herein.



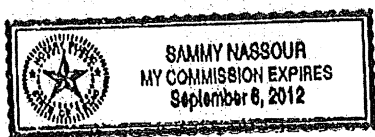
Jane C. Horlander
Notary Public, State of Texas

STATE OF Texas

COUNTY OF Williamson

§
§
§

This instrument was acknowledged before me on this the 1st day of July, 2011 by Lawrence Mark Irvine, in the capacity and for the purposes and consideration recited herein.



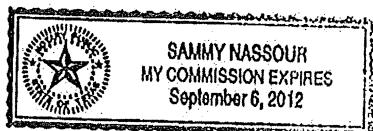
[Signature]
Notary Public, State of Texas

STATE OF Texas

COUNTY OF Williamson

§
§
§

This instrument was acknowledged before me on this the 22nd day of June, 2011 by Anne Louise Irvine Bradford, in the capacity and for the purposes and consideration recited herein.

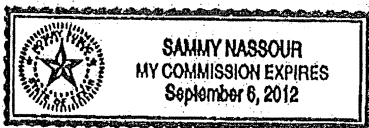


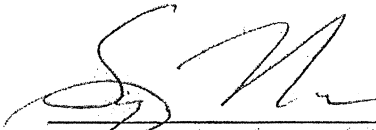
[Signature]
Notary Public, State of Texas

STATE OF Texas
COUNTY OF Williamson

§
§
§

This instrument was acknowledged before me on this the 23rd day of June, 2011 by Agnes Linda Irvine Strong, in the capacity and for the purposes and consideration recited herein.

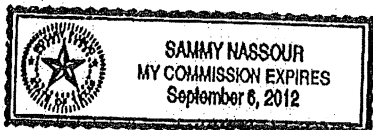


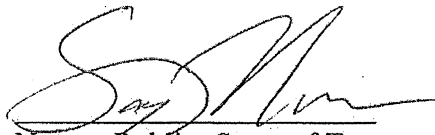

Notary Public, State of Texas

STATE OF Texas
COUNTY OF Williamson

§
§
§

This instrument was acknowledged before me on this the 24th day of June, 2011 by Angela Irvine, in the capacity and for the purposes and consideration recited herein.




Notary Public, State of Texas

After recording return to:

STATE OF TEXAS
COUNTY OF WILLIAMSON

EASEMENT

0.5308 ACRE OF LAND SITUATED IN
W. ROBERTS SURVEY
ABSTRACT 524
WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION

DESCRIPTION OF A 0.5308 ACRE (23,121 SQUARE FEET) TRACT SITUATED IN THE W. ROBERTS SURVEY, ABSTRACT 524, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 284.03 ACRES TRACT AS DESCRIBED IN A WARRANTY DEED TO ANNE LOUISE IRVINE BRADFORD, AGNES LINDA IRVINE STRONG AND DONALD PATTERSON IRVINE, JR. AND RECORDED IN VOLUME 656, PAGE 620 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an angle point in the southeast right-of-way line of County Road No. 143, a varying width right-of-way, for the apparent northwest corner of said 284.03 acres tract;

THENCE with said southeast right-of-way line of CR143, same being the northwest line of said 284.03 acres tract, N68°42'51"E a distance of 1089.85 feet to a Texas Department of Transportation (TxDOT) Type II Concrete Monument with brass disk found set in concrete for a proposed angle point in said southeast right-of-way line of CR143, and being the POINT OF BEGINNING of the tract described herein;

CONTINUING with said southeast right-of-way line of CR143 and said northwest line of the 284.03 acres tract, N68°42'51"E a distance of 59.96 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set;

THENCE leaving said southeast right-of-way line of CR143 and said northwest line of the 284.03 acres tract, crossing said 284.03 acres tract the following four (4) courses and distances:

1. S23°35'54"W a distance of 78.94 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for an angle point,
2. S68°35'54"W a distance of 231.49 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for a point of curvature to the left,
3. with the arc of said curve to the left a distance of 658.13 feet, said curve having a radius of 2774.79 feet, a central angle of 13°35'22", and a chord bearing S61°48'13"W a distance of 656.59 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set for an angle point, and
4. S34°56'29"W a distance of 174.97 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ESMT" set in the curving northeast right-of-way line of State Highway No. 195, a 100-foot wide right-of-way, same being the southwest line of said 284.03 acres tract;

THENCE with said curving northeast right-of-way line of SH195 and said southwest line of the 284.03 acres tract, with the arc of said curve to the left 20.00 feet, said curve having a radius of 8235.16 feet, a central angle of 0°08'21", and a chord bearing N55°13'15"W a distance of 20.00 feet;

THENCE leaving said curving northeast right-of-way line of SH195 and said southwest line of the 284.03 acres tract, crossing said 284.03 acres tract, N34°56'29"E a distance of 178.56 feet to a point in the proposed curving southeast right-of-way line of CR143, a varying width right-of-way;

CONTINUING across said 284.03 acres tract, with said proposed southeast right-of-way line of CR143 the following three (3) courses and distances:

1. with the arc of said curve to the right a distance of 666.42 feet, said curve having a radius of 2794.79 feet, a central angle of 13°39'44", and a chord bearing N61°46'02"E a distance of 664.84 feet to a TxDOT Type II concrete monument found for a point of tangency,
2. N68°35'54"E a distance of 227.34 feet to a TxDOT Type II concrete monument found for an angle point, and
3. N21°24'06"W a distance of 35.94 feet to said POINT OF BEGINNING and containing 0.5308 acre.

THE STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the month of June 2010.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 14th day of September 2010, A.D.

Halff Associates, Inc.
4030 West Braker Lane
Suite 450
Austin, Texas 78759

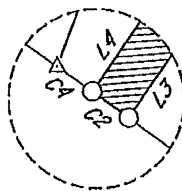
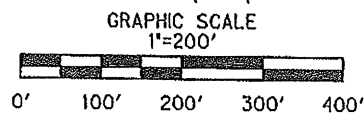


[Signature] 9/14/2010
Dan H. Clark
Registered Professional Land Surveyor
No. 6011 – State of Texas

ADDITIONAL NOTES:

1. Bearings shown hereon are based on the Texas State Plane Coordinates System, NAD 83, Central Zone, using a combined surface adjustment factor of 1.000120. Distances shown hereon are surface distances.
2. This description has been prepared as a result of a survey completed in February of 2010 and is submitted in connection with a survey drawing prepared by Halff Associates, Inc. titled VEXH-118-26903.dgn, dated September 14, 2010, AVO No. 26903.
3. See Texas Department of Transportation Right-of-Way map CSJ No. 0440-01-036 & 0440-02-012 for detailed information regarding State Highway 195.

- LEGEND:**
- FOUND TxDOT BRASS MONUMENT
 - △ CALCULATED POINT
 - FOUND 1/2" IRON ROD (UNLESS NOTED)
 - ⊗ FOUND TxDOT 3/8" IRON ROD W/ ALUMINUM CAP
 - 1/2" IRON ROD SET W/ 1/4" HALFF ESMT CAP
 - O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON CO., TX
 - O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON CO., TX
 - P.R.W.C.T. PLAT RECORDS OF WILLIAMSON CO., TX
 - D.R.W.C.T. DEED RECORDS OF WILLIAMSON CO., TX
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCING
 - I.R.F. IRON ROD FOUND (SIZE NOTED)
 - () RECORD INFORMATION
 - N.T.S. NOT TO SCALE



BURRELL EAVES
SURVEY, A-216

DETAIL 'A'
N.T.S.

COUNTY ROAD 143
(NO R.O.W. DEED FOUND)
N68°42'51"E 1089.85'

PROPOSED ESMT.
23,121 SQ. FT.
0.5308 AC.

DONALD P. IRVINE JR., ET AL
CALLED 284.03 ACRES
(SAVE & EXCEPT APPROX. 89 ACRES)
VOL. 656, PG. 620
D.R.W.C.T.

CV. NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	13°35'22"	2774.79'	658.13'	656.59'	S61°48'13"W
C2	0°08'21"	8235.16'	20.00'	20.00'	N55°13'15"W
C3	13°39'44"	2794.79'	666.42'	664.84'	N61°46'02"E
C4	0°02'32"	8235.16'	6.08'	6.08'	N55°18'42"W
C5	01°51'59"	2794.79'	91.04'	91.03'	N54°00'10"E

LINE	BEARING	DISTANCE
L1	S23°35'54"W	78.94'
L2	S68°35'54"W	231.49'
L3	S34°56'29"W	174.97'
L4	N34°56'29"E	178.56'
L5	N68°35'54"E	227.34'
L6	N21°24'06"W	35.94'
L7	N68°42'51"E	59.96'

L.C.R.A. ESMT.
DOC.# 9759737
O.R.W.C.T.



HALFF

4033 WEST BRAKER LAKE, SUITE 450
AUSTIN, TEXAS 78769-5356
TEL (512) 252-8184
FAX (512) 252-8141

SH 195 UTILITY

EASEMENT FOR
PARCEL 118

Project No.: 26903

Issued: 9/14/2010

Accompanying file Name:
SV-LD-118-26903.doc

3 of 3

Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Consider authorizing the County Judge to execute an Interlocal Agreement Regarding Relocation of Water System Improvements for CR 245 Realignment Project with Chisholm Trail Special Utility District.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [CR 245](#)

Form Routing/Status

Form Started By: Wendy Started On: 07/07/2011 04:35
Coco PM
Final Approval Date: 07/07/2011

**INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
(CR 245 Realignment Project)**

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON	§	

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS (“Agreement”) is entered into between Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas (the “**District**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, the District and the County are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

Recitals

WHEREAS, the County desires to realign County Road 245 (“CR 245”) in Williamson County, and

WHEREAS, the proposed CR 245 realignment project includes the acquisition of right-of-way and roadway improvements in areas where the District’s water system improvements are located; and

WHEREAS, in connection with the construction of the roadway improvements, the County desires to relocate a portion of the District’s existing water system improvements into new water line easements to be located adjacent to CR 245, as realigned; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate a portion of the District’s water system improvements into substitute easements in connection with the County’s construction of the CR 245 roadway realignment improvements.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.
DEFINITIONS**

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 “Agreement” means this Interlocal Agreement Regarding Relocation of Water System Improvements.

1.02 "Bid Documents" means the plans and specifications, together with all contract documents and bid instructions, relating to construction of the Project.

1.03 "County" means Williamson County, Texas.

1.04 "District Waterline Costs" means all costs and expenses incurred by the District relating to or arising out of the Project. By way of example and without limitation, the District Waterline Costs shall include the following costs and expenses: (i) all costs and expenses incurred by the District for Waterline Design Work, whether before or after the Effective Date of this Agreement; (ii) all legal fees and expenses incurred by the District relating to the negotiation and preparation of this Agreement and otherwise incurred with respect to the Project; (iii) all costs incurred by the District locating its existing waterline improvements in the vicinity of the Roadway Improvements, regardless of whether such costs were incurred before or after the Effective Date of this Agreement; (iv) all costs and expenses incurred by the District or third parties to repair or replace landscaping in the Existing Easements in connection with the Project or identifying the District's existing facilities, whether incurred before or after the Effective Date of this Agreement; and (v) all internal administrative and employee costs incurred by the District relating to the Project, but such administrative and employee costs shall not exceed the amount set forth on Exhibit "D" without the County's prior written consent. The District Waterline Costs shall not include either of the following: (i) the costs and expenses associated with securing the Replacement Easements; or (ii) the District's costs associated with the installation of the three one-inch (1") service line taps that the District has agreed to install in return for the Replacement Easements.

1.05 "Effective Date" means the last date of execution of this Agreement by the Parties; provided both of the Parties must execute this Agreement for it to be effective.

1.06 "Engineering Services Agreement" means the contract for engineering services relating to the Waterline Improvements entered into by the District and Halff Associates, Inc. In the event of termination of such contract for any reason, the phrase "Engineering Services Agreement" shall refer to any subsequent engineering services contract entered into by the District relating to the Waterline Improvements.

1.07 "Existing 2-Inch Waterline Improvements" means the District's existing 2-inch waterline improvements and related facilities, equipment and appurtenances to be abandoned by the District under the terms of this Agreement, as depicted on Exhibit "E" attached hereto.

1.08 "Existing 6-Inch Waterline Improvements" means the District's existing 6-inch waterline improvements and related facilities, equipment and appurtenances to be abandoned and relocated into the Replacement Easements under the terms of this Agreement, as depicted on Exhibit "E" attached hereto.

1.09 "Existing Easements" means the easements held by the District in which the Existing Waterline Improvements are located, as more particularly identified in Exhibit "F" attached hereto.

1.10 "Existing Waterline Improvements" means all existing water line improvements and related facilities, equipment and appurtenances owned and operated by the District that will be abandoned in place in accordance with the terms and conditions of this Agreement. The Existing Waterline Improvements consist of the following: (i) the Existing 6-Inch Waterline Improvements; and (ii) the Existing 2-Inch Waterline Improvements. The Existing Waterline Improvements are identified in **Exhibit "E"**.

1.11 "Party" or "Parties" means the District and/or the County, individually or collectively, as applicable.

1.12 "Project" means, collectively, the Roadway Improvements and the Waterline Improvements, all as set forth in this Agreement.

1.13 "Project Area" means the area in which the Project will be undertaken, as said Project Area is more particularly identified in **Exhibit "A"** attached hereto.

1.14 "Project Contractor" means the contractor(s) that enter into a contract with the County for construction of the Project.

1.15 "Replacement Easements" means the twenty (20') feet wide easements to be acquired by the District in the Project Area in which the Waterline Improvements shall be constructed. The District shall be responsible for 100% of all costs and expenses incurred by the District in connection with securing the Replacement Easements, including the installation of three one-inch (1") service line taps to be made to the property owner as consideration for the Replacement Easements. The general location of the Replacement Easements are depicted in **Exhibit "G"**.

1.16 "Roadway Improvements" means the acquisition of right-of-way and realignment of CR 245 to be undertaken by the County within the Project Area.

1.17 "Waterline Design Work" means the engineering consulting and design services to be undertaken by the District, its staff, and its engineering consultants in connection with the Project, including the Waterline Improvements; participation in meetings relating to the Project, and all other employee, administrative, engineering and consultant services performed relating to the District's interests in the Project.

1.18 "Waterline Improvements" means the design and construction of those certain 6-inch PVC water transmission line improvements within the Project Area, as more particularly described on **Exhibit "B"** attached hereto, together with related facilities, equipment and appurtenances to replace the Existing Waterline Improvements. The Waterline Improvements shall also include the improvements associated with disconnecting any customer(s) that receive service from the Existing Waterline Improvements and connecting the customer(s) to the District's water system for the continuation of water service, regardless of whether such customers are located within the Project Area. If, during the course of the design and/or construction of the Roadway Improvements, it becomes apparent that the proposed Roadway Improvements would conflict with the design, operation, maintenance or repair of additional District facilities, then any such additional water system improvements that must be relocated

will be deemed Existing Waterline Improvements to be relocated at the County's sole cost and expense for purposes of this Agreement. The Waterline Improvements shall not include the installation of three one-inch (1") service line taps to be undertaken by the District as consideration for receipt of the Replacement Easements. The District shall install such taps after completion by the Project Contractor of the Waterline Improvements.

II. STATEMENT OF INTENT

2.01 General. The purpose of this Agreement is to provide for the District to abandon that portion of its Existing Easements and Existing Waterline Improvements within the Project Area; to provide for the acquisition of Replacement Easements by the District; and to provide for the construction of new Waterline Improvements by the County, all so that the County may proceed with the Roadway Improvements as promptly as practicable.

III. PROJECT COMMITTEE

3.01 Composition of Project Committee. There is hereby created a Project Committee to be composed of not less than one representative appointed by each Party. The following persons are hereby designated as the initial members of the Project Committee: the General Manager and Todd Jackson on behalf of the District, and Joe England on behalf of the County. Each such representative may appoint additional representatives on behalf of its Party. Each representative of a Party shall serve at the will of the governing body that the person represents. Upon the death, resignation, or revocation of the power of such representative, the governing body of the appropriate Party shall promptly appoint a new representative (or alternate representative) to the Project Committee, and shall immediately notify the other Party of such appointment.

3.02 Responsibility of Project Committee. The Project Committee shall represent the individual and collective interests of the Parties with respect to the following matters:

- (i) The design of the Waterline Improvements;
- (ii) The review and approval of the Bid Documents, as related to the Waterline Improvements;
- (iii) The review of the bid tabulation and qualification of prospective contractors for the Waterline Improvements;
- (iv) The periodic review of the status of construction of the Waterline Improvements;
- (v) The review and approval of change orders relating to the construction of the Waterline Improvements;

(vi) The review and approval of invoices for payment related to the Waterline Improvements;

(vii) The confirmation of final completion of construction of the Waterline Improvements; and

(viii) Any other pertinent matters relating to the construction or operation of the Waterline Improvements, or the Project to the extent any such matter impacts the Waterline Improvements.

The Project Committee shall meet at regular intervals to review the matters over which it has authority. The Project Committee shall be diligent, prompt and timely in reviewing and acting on matters submitted to it.

IV. DESIGN OF PROJECT

4.01 Design of Waterline Improvements. Promptly after execution of this Agreement by the Parties, the District will authorize its engineering consultants to provide engineering consulting services for the Waterline Design Work in accordance with the Engineering Services Agreement.

4.02 Design of Roadway Improvements. The County shall be solely responsible for all engineering services relating to the Project except for the Waterline Design Work, including without limitation, the design of the Roadway Improvements.

4.03 Cost of Design.

(a) The District will advance and pay the cost of the Waterline Design Work, subject to its right to reimbursement from the County as set forth in Section 4.04 below. The costs of all Waterline Design Work shall qualify as District Waterline Costs for purposes of this Agreement, and the County shall reimburse the District for 100% of the payment made by the District for such services in accordance with Section 4.04 below.

(b) The County shall pay all engineering and design costs relating to the Project, including reimbursing the District's costs for the Waterline Design Work. Without limitation, the County shall pay all engineering and design costs relating to the Roadway Improvements.

4.04 Reimbursement of District Waterline Costs. Upon the District's approval of each invoice for the Waterline Design Work, the District will transmit a copy of the invoice to the County. In addition to any costs incurred by the District under the Engineering Services Agreement, the District shall identify any additional District Waterline Costs incurred by the District relating to the Project for which the County is responsible for payment. The County agrees to pay each invoice in full within 30 days after delivery of the invoice (the "**Due Date**"). Each invoice submitted by the District for reimbursement will clearly describe the work done for which reimbursement is sought, and will not seek reimbursement or payment for any costs or expenses other than District Waterline Costs. Upon request of the County, the District agrees

to make available documentation in reasonable detail evidencing any District Waterline Costs for which reimbursement is sought. Any amounts due to the District which are not paid within 30 days of delivery will accrue interest at the rate of 8% per annum from the Due Date until paid.

4.05 Work Product. Upon receipt of a request from the County, the District agrees to promptly make available to the County a copy of any work product produced by its engineering consultant in connection with the Waterline Design Work. The County shall pay all reasonable costs incurred by the District in preparing and furnishing the copies.

V. EASEMENT MATTERS

5.01 Replacement Easements.

(a) The District shall secure all Replacement Easements at its sole cost and expense. Such costs and expenses shall not qualify as District Waterline Costs for purposes of this Agreement.

(b) The Parties acknowledge that the District shall install three one-inch (1") service line taps to the property owner as consideration for the Replacement Easements. The District shall perform such taps at its sole cost and expense, and such taps shall not be performed by the Project Contractor as part of the Waterline Improvements.

5.02 Existing Easements. The District agrees to release all Existing Easements to the extent any of such easements encumber the Project Area at such time as: (i) the District receives all Replacement Easements; and (ii) the Waterline Improvements have been completed by the County, are operational, and have been accepted by the District. It is specifically agreed, however, that the District shall not release any easement rights that relate to any real property other than the Project Area, and the District shall not release any easement rights required for operation of facilities that are not being relocated or abandoned under this Agreement. The County agrees that it shall not acquire any right-of-way for the Project that includes any District easements that are not being released under the terms of this Agreement. The District agrees to execute and record in the Official Records of Williamson County a form of instrument releasing the Existing Easements in accordance with the terms and conditions of this Agreement upon request of the County.

VI. CONSTRUCTION OF PROJECT

6.01 General. The Parties mutually acknowledge and agree that the County shall construct all physical improvements that constitute the Project, including the Waterline Improvements. Construction of the Waterline Improvements shall not commence until the Replacement Easements have been secured.

6.02 Approval of Bid Documents.

(a) Without limitation, the Bid Documents must include the following requirements relating to the construction of the Waterline Improvements:

(i) The design of the Waterline Improvements within the Bid Documents shall be in the form prepared by the District;

(ii) The District's existing waterline improvements shall remain operational at all times until the Waterline Improvements are completed, operational, and accepted by the District;

(iii) The District shall be named as an additional insured on the contractor's insurance policies;

(iv) The District shall be named as additional beneficiary under the contractor's performance and payment bonds with respect to the Waterline Improvements; and

(v) The District shall be named as a third party beneficiary under the contract for construction of the Project, as it relates to the Waterline Improvements only.

(b) The County agrees that it shall not amend any aspect of the Bid Documents as it relates to the Waterline Improvements without the District's prior written consent.

(c) The District agrees that it shall not have any right of approval with respect to the design and construction of the Roadway Improvements, and the County agrees that the District shall not have any duty, obligation or responsibility with respect the design or construction of the Roadway Improvements.

6.03 Bid Award.

(a) All construction contracts for the Project will be competitively bid and awarded by the County in the manner provided by State laws and in accordance with this Section.

(b) The bid tabulation and related information for the construction of the Project will be submitted to the Project Committee for review and consideration. The County shall consider the advice and recommendations of the Project Committee, but the decision as to the acceptance of any bid shall be within the sole discretion of the County.

6.04 Construction of Waterline Improvements.

(a) **General.** The County shall be responsible for constructing, or causing to be constructed, the Project, including the Waterline Improvements, and all related equipment, materials and supplies. In connection with the construction of the Waterline Improvements, the County agrees to use good faith and reasonable efforts to ensure that the Project Contractor completes construction of the Waterline Improvements in accordance with the plans and specifications and other requirements set forth in the Bid Documents. The County will be responsible for payment of any and all costs associated with the construction of the Project.

(b) **Expansion of Project Area.** The Parties agree that the Existing Waterline Improvements will be abandoned-in-place and replaced with Waterline Improvements of the type, size, and in the locations more particularly described in Exhibit "B", which waterline improvements shall be constructed within Replacement Easements. Any existing waterlines other than those identified on Exhibit "E" will not be relocated unless relocation is necessitated as a result of design or construction of the Roadway Improvements, in which event the existing facilities in such additional conflict areas will be relocated into Replacement Easements at the sole cost and expense of the County, utilizing the same materials and capacity as the other Waterline Improvements. The County specifically agrees that it will not acquire public right-of-way that encompasses any portion of the Existing Easements outside the Project Area without relocating such improvements into new Replacement Easements secured at the County's expense in accordance with the same terms and conditions as other Existing Waterline Improvements in the Project Area are relocated as described herein.

(c) **Inspection.**

(i) The County shall retain a full-time construction inspector to inspect construction of the Project, including the Waterline Improvements. The County will notify the Project Committee of any construction defects relating to the Waterline Improvements coming to its attention as soon as practicable and in no event later than five calendar days (excluding official holidays) after obtaining knowledge of the defect. The District may elect to have its employees or staff inspect or observe construction of the Waterline Improvements from time to time and the value thereof shall be reimbursed by the County as District Waterline Costs.

(ii) The District's representatives shall have a reasonable right to access and inspect the Waterline Improvements as construction progresses, and the County shall not interfere with such access or inspection by the District or its designated representative(s).

(d) **Change Orders.**

(i) During construction, any change orders related to the Waterline Improvements will be subject to review and approval by the District. The District's representatives on the Project Committee will review any change orders and either approve the change order or provide written comments specifically identifying the changes required within 10 working days of submittal. If the District's representatives fail to either approve the submittal or provide written comments specifically identifying the required changes within 10 working days, the change order in question will be deemed approved.

(ii) During construction, any change orders related to the Roadway Improvements or impacting the costs thereof (and which do not relate to the Waterline Improvements) will be made in the County's sole discretion.

(e) **Insurance.** The County shall require that all workers involved with the installation and construction of the Project are covered by workers' compensation insurance as

required by the laws of the State of Texas. The County shall also require that the contractors procure and maintain comprehensive general liability insurance insuring against the risk of bodily injury, property damage, and personal injury liability occurring from, or arising out of, construction of the Project, with such insurance in the amount of a combined single limit of liability of at least \$1,000,000 and a general aggregate limit of at least \$5,000,000. Such insurance coverage shall be maintained in force at least until the completion, inspection and acceptance of the Project. The District shall be named as an additional insured on all such insurance coverages.

6.05 Payment of Water Line Costs. All construction contracts and other agreements relating to the construction of the Project will contain provisions to the effect that the Project Contractor will look solely to the County for payment of all sums coming due thereunder. The County shall pay 100 percent of all construction costs relating to the Project, including the costs of Waterline Improvements. The County shall also pay 100 percent of all other District Waterline Costs (except to the extent that any District internal administrative or employee costs exceed the amount set forth on Exhibit "D" attached hereto).

6.06 Acceptance.

(a) Upon completion of construction of the Project, the County shall obtain the approval of the District prior to acceptance and final payment of retainage to the Project Contractor.

(b) Within 30 days after completion of construction and prior to final payment to the engineers for the Project, the County will cause the Project engineers to provide to the District a concurrence letter from the Project engineers certifying that the construction of the Waterline Improvements have been completed in accordance with the approved plans, specifications and change orders, that the facilities have been tested and approved for use in accordance with the approved contract documents, and that such facilities are properly located within Replacement Easements.

(c) Within 60 days after substantial completion of construction of the Project, the County will cause the Project engineers to provide to the District a copy of the final "record" drawings of the completed Waterline Improvements in an electronic format requested by the District.

6.07 Warranties. The County agrees to cause the Project Contractor to repair all defects in materials, equipment or workmanship appearing within one year from the date of acceptance of the Waterline Improvements. Upon receipt of written notice from the District of the discovery of any defects during this period, the County shall promptly cause the Project Contractor to remedy the defects and repair or replace any property damaged as a result thereof.

6.08 Continuation of Service.

(a) The County agrees that the Project shall be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the permanent loss of water service to any such customers. In the event that the construction of the

Roadway Improvements or Waterline Improvements requires any water service lines to be replaced or relocated, the County will undertake and perform the replacement and/or relocation of the service lines as part of the Waterline Improvements at the County's sole cost and expense, regardless of whether such service lines are identified in Exhibit "E" to this Agreement.

(b) The District agrees to abandon the Existing 2-Inch Waterline Improvements so that the County will not incur the cost of relocation of such improvements. Abandonment of the Existing 2-Inch Waterline Improvements will require that the customers that currently receive water service from the Existing 2-Inch Waterline Improvements be connected to the Existing 6-Inch Waterline Improvements, the Waterline Improvements, and/or other District facilities. The design for the Waterline Improvements shall include all improvements required to accomplish such disconnection and connection. The County shall pay all costs and expenses associated therewith as District Waterline Costs.

VII. CONVEYANCE

7.01 Conveyance. Within thirty (30) days after receipt of the engineer's concurrence letter pursuant to Section 6.06(b) above, the County will convey the Waterline Improvements to the District by Bill of Sale and Assignment in the form attached hereto as Exhibit "C".

7.02 Risks Pending Conveyance. The County agrees that, until conveyance, it will maintain, or cause to be maintained, insurance in such amounts as are reasonable and prudent on the Waterline Improvements. If any part, whether substantial or minor, of the Waterline Improvements are destroyed or rendered useless by fire, flood, wind, or other casualty after completion but prior to conveyance to the District, the County will make repairs and replacements to restore the Waterline Improvements to their prior condition.

7.03 Ownership Interests. After conveyance, the District shall hold an 100% undivided ownership interest in the Waterline Improvements. The County shall own an 100% undivided ownership interest in the Roadway Improvements.

VIII. DISPUTES

8.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

(d) The Parties agree that this Agreement constitutes a written contract for goods and services for purposes of Subchapter I, Chapter 271, Texas Local Government Code.

8.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 8.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

8.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

8.04 Attorneys' Fees. In the event of any suit or other adjudication between the Parties to enforce any claim arising out of this Agreement or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable and necessary attorney's fees, expert witness fees, and all other costs and expenses incurred in resolving the suit or adjudication from the non-prevailing Party as provided by Texas Local Government Code § 271.159.

IX. GENERAL PROVISIONS

9.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

9.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

9.03 Assignment. Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Party. All

of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.

9.04 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

9.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

9.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

9.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

9.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

9.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT:

Chisholm Trail Special Utility District
851 FM 970
Florence, Texas 76527
Attn: General Manager
Telephone: (254) 793-3103

COUNTY:

Williamson County
710 Main Street, Suite 101
Attn: Judge Dan A. Gattis
Telephone: (512) 943-1577

9.10 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit A -	Project Area
Exhibit B -	Description of Waterline Improvements
Exhibit C-	Form of Bill of Sale
Exhibit D-	Budget for Internal District Waterline Costs
Exhibit E-	Existing Waterline Improvements
Exhibit F-	Existing Easements

Exhibit G- Replacement Easements

9.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

9.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

ATTEST:

**CHISHOLM TRAIL SPECIAL UTILITY
DISTRICT:**

Secretary

By: _____
Printed Name: _____
Title: President

Date: _____

ATTEST:

WILLIAMSON COUNTY:

County Clerk

By: _____
Printed Name: _____
Title: County Judge

Date: _____

EXHIBIT "A"

PROJECT AREA



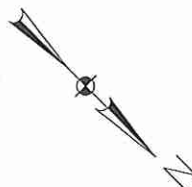
EXHIBIT A
PROJECT AREA
CR 245 & RM 2338

Project No.:	28129
Issued:	04/27/11
Drawn By:	BC
Checked By:	NS
Scale:	1"=200'
Sheet Title	

HALF ASSOCIATES, INC.
ENGINEERS - SURVEYORS - ARCHITECTS
PRELIMINARY - FOR INTERIM REVIEW ONLY

These documents are for interim review only and are not to be used for construction. Permit, bidding or construction purposes. They were prepared by or under the supervision of:

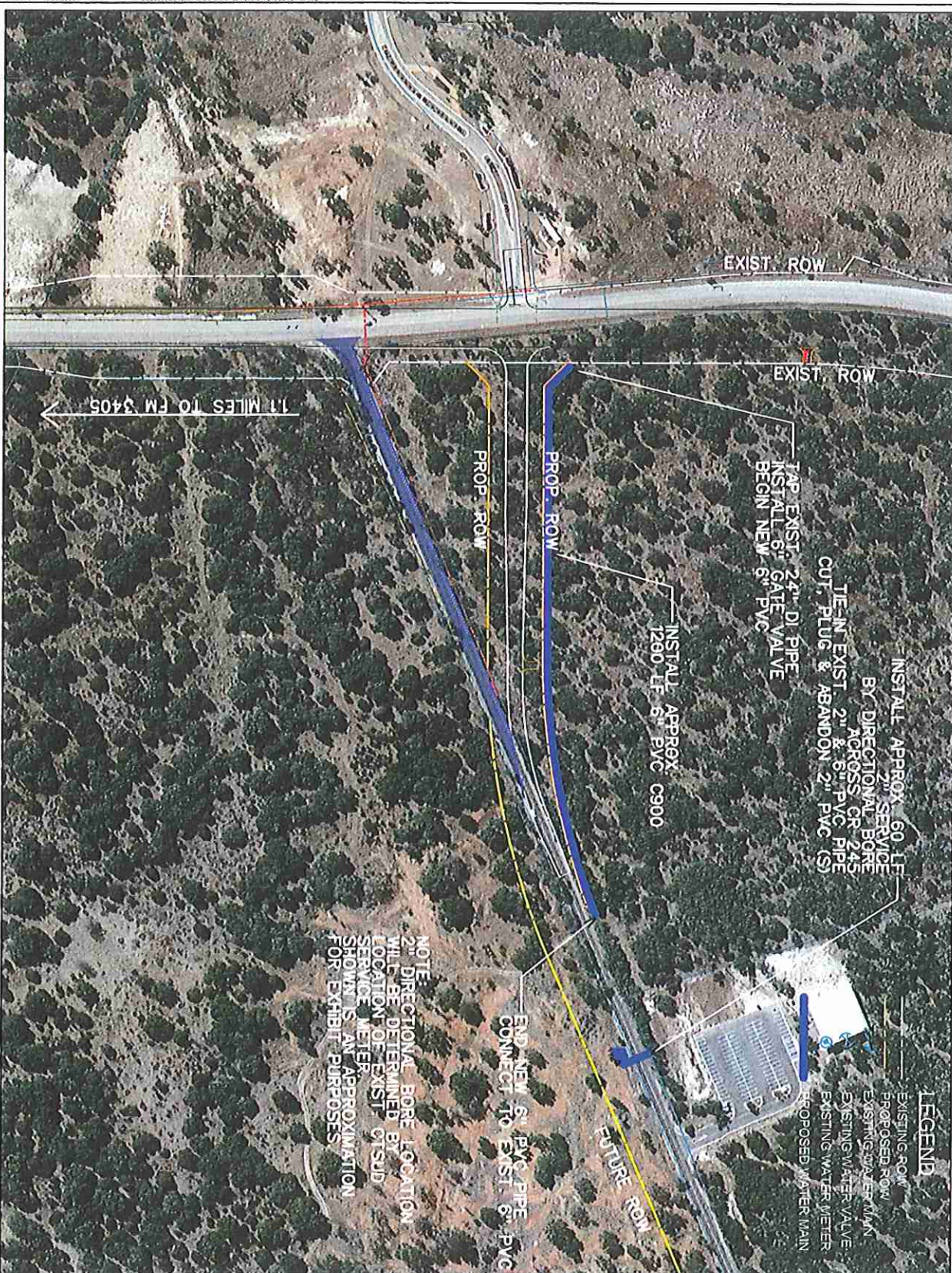
Naiah S. Shalifer	107772	4/27/11
Type or Project Name	PC*	Date



CR 245 REALIGNMENT
AT RM 2338
CTSUD AND WILLIAMSON COUNTY, TX ILA

EXHIBIT "B"

DESCRIPTION OF WATERLINE IMPROVEMENTS



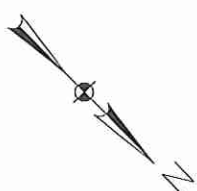
NOTE:
2" DIRECTIONAL BORE LOCATION
WILL BE DETERMINED BY
LOCATION OF EXIST. CTSUD
SERVICE METER.
SHOWN IS AN APPROXIMATION
FOR EXHIBIT PURPOSES

LEGEND

- EXISTING ROW
- PROPOSED ROW
- EXISTING WATER MAIN
- EXISTING WATER VALVE
- EXISTING WATER METER
- PROPOSED WATER MAIN



CR 245 REALIGNMENT AT RM 2338 CTSUD AND WILLIAMSON COUNTY, TX ILLA



HALFF & ASSOCIATES, INC.
ENGINEERS & ARCHITECTS
PRELIMINARY - FOR INTERIM REVIEW ONLY
These documents are the property of Halff & Associates, Inc. and are not to be distributed, copied, or used for any other purpose without the written consent of Halff & Associates, Inc.
North & Shafter
10722
42711
PC

Project No.:	28129
Issued:	04/27/11
Drawn By:	8C
Checked By:	NS
Scale:	1"=200'
Sheet Title	

EXHIBIT B
WATER IMPROVEMENTS
CR 245 & RM 2338

EXHIBIT "C"
FORM BILL OF SALE AND ASSIGNMENT

BILL OF SALE AND ASSIGNMENT

Date: _____

Grantor: Williamson County, Texas

Grantor's Mailing Address (including county):

Grantee: _____

Grantee's Mailing Address (including county):

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee.

Facilities: See Exhibit "A" attached hereto.

Intangible Assets: See Exhibit "B" attached hereto.

Grantor, for the consideration herein expressed, sells, assigns, and transfers to Grantee:

- a) the Facilities as described on Exhibit "A"; and,
- b) the Intangible Assets described on Exhibit "B."

Reference is hereby made to that certain "Interlocal Agreement Regarding Relocation of Water System Improvements" dated _____, 2011, between Grantor and Grantee ("Agreement"). The covenants and representations set forth in the Agreement are hereby incorporated herein by reference as if such covenants and representations were fully set out herein.

Grantor agrees to hereafter cooperate with Grantee, take such actions and execute such other specific documents as may be necessary or appropriate to accomplish the transfers contemplated in the Agreement and this document.

When the context requires, singular nouns and pronouns include the plural. References to defined terms shall refer to those terms as defined in the Agreement.

Executed effective _____.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

GRANTEE:

CHISHOLM TRAIL SPECIAL UTILITY DISTRICT

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "D"

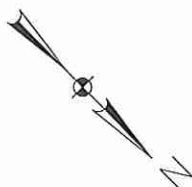
BUDGET FOR INTERNAL DISTRICT WATERLINE COSTS

The District's administrative and employee costs for the Project will not exceed \$100,000 without prior written approval from the County. This exhibit shall not be construed to limit the County's obligation to reimburse the District Waterline Costs incurred for outside consultants, including those for legal fees and costs incurred under the Engineering Services Agreement.

EXHIBIT "E"
EXISTING WATERLINE IMPROVEMENTS



CR 245 REALIGNMENT
AT RM 2338
CTSUD AND WILLIAMSON COUNTY, TX ILA

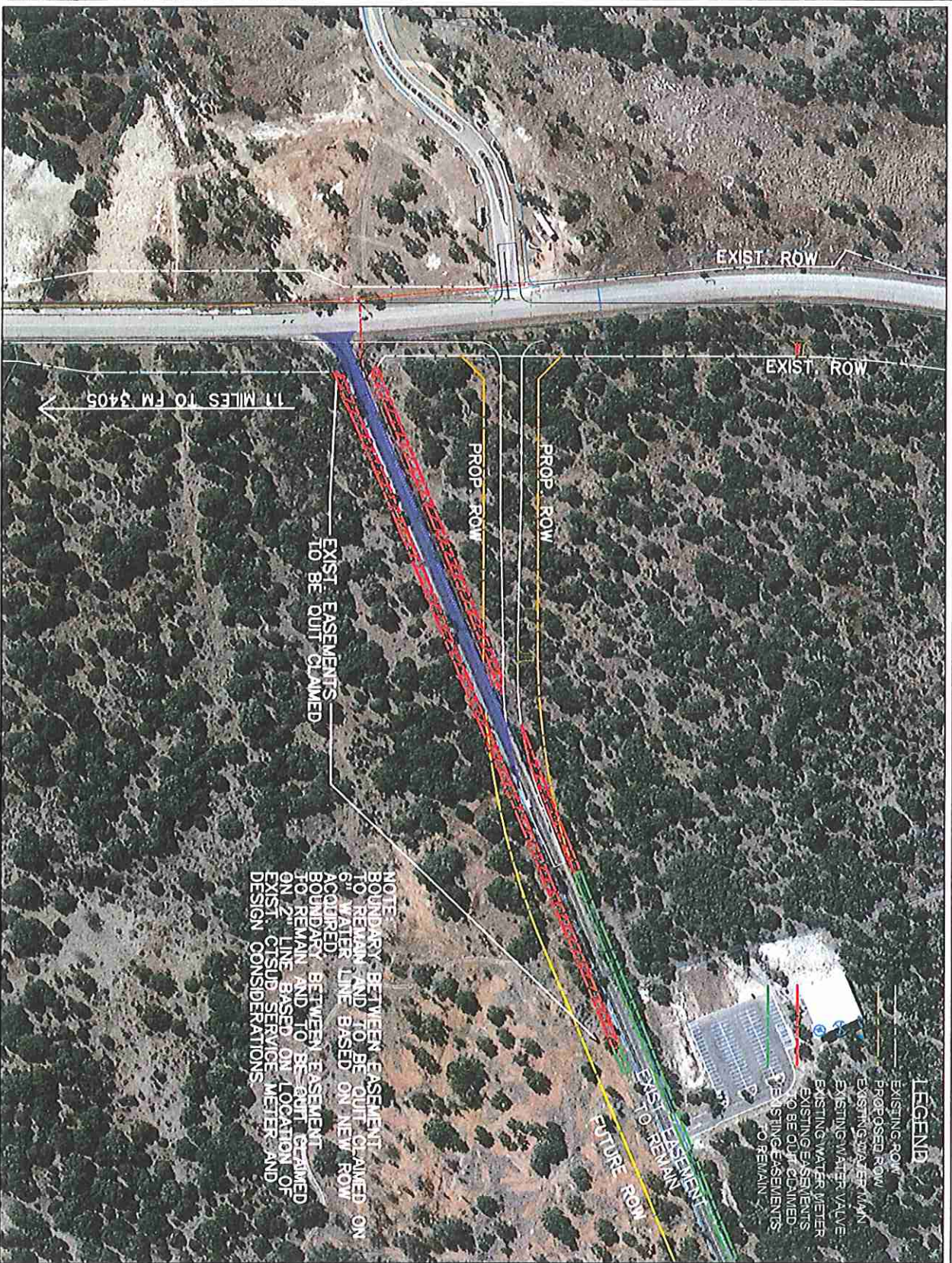


HALF ASSOCIATES, INC. ENGINEERS - SURVEYORS - SCIENTISTS PRELIMINARY - FOR INTERIM REVIEW ONLY	These documents are for interim review only and are not to be used for legal purposes. Permit, Bidding, or Construction purposes. They were prepared by or under the supervision of:	107720	4/27/11
Noah S. Shaffer			
Type of Print Name	PC		DO76

Project No.:	28129
Issued:	04/27/11
Drawn By:	BC
Checked By:	NS
Scale:	1"=200'
Sheet Title	

EXHIBIT E
EXISTING IMPROVEMENTS
CR 245 & RM 2338

EXHIBIT "F"
EXISTING EASEMENTS



NOTE
BOUNDARY BETWEEN EASEMENT
TO REMAIN AND TO BE QUIT CLAIMED ON
6" WATER LINE BASED ON NEW ROW
ACQUIRED.
BOUNDARY BETWEEN EASEMENT
TO REMAIN AND TO BE QUIT CLAIMED
ON 2" LINE BASED ON LOCATION OF
EXIST. CTSUD SERVICE METER AND
DESIGN CONSIDERATIONS.

LEGEND
EXISTING ROW
PROPOSED ROW
EXISTING WATER MAIN
EXISTING WATER VALVE
EXISTING WATER METER
EXISTING EASEMENTS
TO BE QUIT CLAIMED
EXISTING EASEMENTS
TO REMAIN

<p>HALFF 4033 WEST BRAVER LANE, SUITE 400 ALBUQUERQUE, TEXAS 77195-4336 TEL (512) 252-4146 FAX (512) 252-4161</p> <p>CR 245 REALIGNMENT AT RM 2338 CTSUD AND WILLIAMSON COUNTY, TX ILA</p>		<p>HALFF ASSOCIATES, INC. REGISTERED PROFESSIONAL ENGINEERS PRELIMINARY - FOR INTERIM REVIEW ONLY These documents are for internal review only and are not to be used for construction purposes. They were prepared under the supervision of: Nash S. Shalizi 107722 4/27/11 Type of Project: Roadway Date</p>	<p>Project No.: 28129 Issued: 04/27/11 Drawn By: BC Checked By: NS Scale: 1"=200' Sheet Title EXHIBIT F EXISTING EASEMENTS CR 245 & RM 2338</p>
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EXHIBIT "G"
REPLACEMENT EASEMENTS

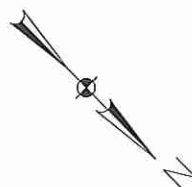


LEGEND

- EXISTING ROW
- PROPOSED ROW
- EXISTING WATER MAIN
- EXISTING WATER VALVE
- REPLACEMENT EASEMENTS



CR 245 REALIGNMENT AT RM 2338 CTSUD AND WILLIAMSON COUNTY, TX ILLA



DESIGNED BY: JONSONSON, INC.
PRELIMINARY - FOR INTERIM REVIEW ONLY
These documents are for internal review only.
They are not to be used for construction purposes.
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They are not to be used for any other purpose.
John S. Jonson, Inc.
187722 4/27/11
Type of Project: Road

Project No.: 28129
Issued: 04/27/11
Drawn By: BC
Checked By: NS
Scale: 1"=200'
Sheet Title

EXHIBIT G
REPLACEMENT
EASEMENTS
CR 245 & RM 2338

School Based Diversion Program Resolution Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: John Pelczar, Juvenile Services
Submitted For: Scott Matthew
Department: Juvenile Services
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and approve School Based Diversion Program Resolution for Juvenile Services Department

Background

First year requested funding for the School Based Diversion Program grant in the amount of \$50,000, from the Governor's Office. The money received from this grant will be used to hire one full-time employee to coordinate this program. The School Based Diversion Coordinator will recruit, train, and manage county-wide volunteers that will help divert first-time truancy offenders from involvement with the Juvenile Justice System. This is a three year decreasing percentage grant, and as outlined in the department's MOU with the school districts, Title I money will be used in future years to fund this position.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [School-Based Diversion Program Resolution](#)

Form Routing/Status

Form Started By: John Pelczar
Started On: 06/30/2011 10:14 AM
Final Approval Date: 06/30/2011

RESOLUTION

STATE OF TEXAS

COUNTY OF WILLIAMSON

Whereas, the Williamson County Commissioners Court finds it is in the best interest of the citizens of Williamson County, that Williamson County Juvenile Services accept funding for the three year descending percentage General Juvenile Justice and Delinquency Prevention Program grant, School Based Diversion Program, Application Number 2463501; and

Whereas, the Williamson County Commissioners Court has considered the proposed application for State and Federal Assistance for said project, in the amount of \$50,0000 to be submitted to the office of the Governor, Criminal Justice Division, Fund JJDP Program; and

Whereas, the Williamson County Commissioners Court agrees in the event of loss or misuse of the Criminal Justice Division funds, the Williamson County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full; and

Whereas, the Williamson County Commissioners Court has agreed that a designation of the title of an authorized official who is given the power to apply for, accept, reject, alter, or terminate a grant is hereby identified as the Williamson County Judge.

Therefore Be It Resolved that the Williamson County Commissioners Court approves submission of the grant application for the General Juvenile Justice and Delinquency Prevention Program, School-Based Diversion Program, Application Number 2463501, to the Office of the Governor, Criminal Justice Division.

Signed by the County Judge _____
Dan A. Gattis

Passed and Approved on this the 12th day of July, 2011.

Attest: Signed by the County Clerk _____
Nancy Rister

Leslie Lang, LPC, LSOTP Service Agreement Contract Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: John Pelczar, Juvenile Services
Submitted For: Scott Matthew
Department: Juvenile Services
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving Service Agreement Contract with Leslie Lang, LPC, LSOTP

Background

The purpose of this Agreement is to provide individual/family/group counseling services to include sex offender treatment to youth under supervision with Williamson County Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Link: [Leslie Lang Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Hal Hawes	Lucille D'Elia	07/01/2011 09:10 AM	APRV
2	Jim Gilger	Jim Gilger	07/01/2011 12:52 PM	APRV
3	County Judge Exec Asst.	Wendy Coco	07/05/2011 09:54 AM	APRV

Form Started By: John Pelczar
 Started On: 07/01/2011 08:38 AM
 Final Approval Date: 07/05/2011

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

LESLIE LANG, LPC, LSOTP

This agreement is entered into by and between Williamson County at the request of and on behalf of Williamson County Juvenile Services (collectively referred to as "Juvenile Probation") and Leslie Lang, LPC, LSOTP, a Texas corporation located at 821 Grand Avenue Parkway # 107, Pflugerville, Texas, 78660.

ARTICLE I
PURPOSE

- 1.01 The purpose of this Agreement is to provide individual/family/group counseling services to include sex offender treatment to youth under supervision with Williamson County Juvenile Services.

ARTICLE II
TERM

- 2.01 The term of this Agreement is for three (3) months, commencing 07/01/2011, and ending 09/30/2011. It shall be automatically renewed for one year terms unless one party notifies the other in writing of its intention to not renew this Agreement, at least thirty (30) days prior to the expiration of said term.

ARTICLE III
SERVICES

- 3.01 Service Provider will perform the following services: Individual and Family Counseling, Sex Offender Assessments and Sex Offender Treatment Programs.

Individual and Family Counseling:

- \$75/session
- 45 – 50 minute sessions
- Progress notes submitted to supervision officer as well as monthly progress reports

Sex Offender Treatment Program:

- Group sessions \$35 for one and one-half hour sessions
- Individual/Family sessions \$75 for 45 – 50 minute sessions
- Progress notes submitted to supervision officer as well as monthly progress reports

ARTICLE IV
EVALUATION CRITERIA

- 4.01 The performance of Service Provider in achieving the goals of Juvenile Probation will be evaluated on the basis of the output and outcome measures contained in this section. Juvenile Probation, at its discretion, may use other means or additional measures to evaluate the performance of Service Provider in fulfilling the terms and conditions of the Agreement.

- A. Juvenile Probation shall evaluate Service Provider's performance under this Agreement according to the following specific performance goals for Service Provider:
1. Timeliness of initiating service upon referral
 2. Timeliness of generating progress notes and monthly reports
 3. Accuracy of written reports
- 4.02 Service Provider shall be monitored on a monthly basis to Juvenile Probation as to each of the foregoing output and outcome measures. These reports will reviewed by Juvenile Probation in order to monitor Service Provider for programmatic compliance with this Agreement.

ARTICLE V COMPENSATION

- 5.01 For and in consideration for the above-mentioned services, Juvenile Probation agrees to pay Service Provider...

Individual and Family Counseling:

- \$75/session for 45 – 50 minute sessions

Sex Offender Treatment Program:

- Group sessions \$35 for one and one-half hour sessions
- Individual/Family sessions \$75 for 45 – 50 minute sessions

- 5.02 Service Provider agrees to reduce the amount of each invoice for services by that amount received from other sources for said services. (Reimbursement terms for contractors NOT serving clients)
- OR
- 5.02 Service Provider must use its best efforts to seek and obtain all benefits available from other sources for eligible children. It must initiate and complete any appropriate Medicaid application and complete all necessary documentation to obtain reimbursement for children who may be eligible for Medicaid. Any income received by Service Provider toward the support of a child from sources other than this Agreement, including but not limited to Medicaid, Social Security, medical insurance coverage, or contributions from parents or others must be documented as to each child for whom a billing is submitted and deducted from the invoice submitted to Juvenile Probation. Documentation must include the name(s) of the parties receiving the services, the dates and times services were provided. (Reimbursement terms for contractors serving clients)
- 5.03 Service Provider will submit an invoice for payment of services to the Juvenile Probation Fiscal Officer on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to the hours worked, attributed to specific clients if appropriate; date service was rendered; the hourly rate; the total daily cost; and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.

- 5.04 Service Provider agrees to make claims for payment or direct any payment disputes to the Juvenile Probation Fiscal Officer. Service Provider will not contact other Juvenile Probation employees regarding any claims for payment.
- 5.05 Service Provider agrees and understands that all financial obligations of Juvenile Probation provided for in this Agreement for which current revenue is not available will be contingent on the availability of appropriated funds to meet said obligations.

ARTICLE VI
EXAMINATION AND RETENTION OF RECORDS

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this Agreement and/or to review its records periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall retain and make available to Juvenile Probation all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a minimum of three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for Juvenile Probation's inspection, all contractual agreements with Service Provider's subcontractors for services related to this Agreement.
- 6.03 Service Provider understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service provider will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement Service Provider enters into in which funds received under this Agreement form all or part of the consideration.

ARTICLE VII
CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to juveniles involved in Juvenile Probation, and shall not re-disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VIII
DUTY TO REPORT

- 8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that is under the supervision of Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:
- A. Local law enforcement agency (such as the Williamson County Sheriff's Office); and

- B. Texas Juvenile Probation Commission by submitting a TJPC Incident Report Form to facsimile number 1-512-424-6717 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and
- C. Williamson County Juvenile Probation Department to facsimile number (512)-943 -3209.

ARTICLE IX
DISCLOSURE OF INFORMATION

- 9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;
 - B. Any and all litigation filed against the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;
 - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles;
 - D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
 - E. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
 - F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

ARTICLE X
EQUAL OPPORTUNITY

- 10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XI
ASSIGNMENT & SUBCONTRACT

- 11.01 Service Provider may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Juvenile Probation.

ARTICLE XII
OFFICIALS NOT TO BENEFIT

- 12.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIII
DEFAULT

- 13.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement as it deems appropriate, in any one of the following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
 - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms.
 - C. In either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
- 13.02 Any default by Service Provider, regardless of whether the default results in termination, will jeopardize Service Provider's ability to contract with Juvenile Probation in the future, and may result in the refund of compensation received under this Agreement.

ARTICLE XIV
TERMINATION

- 14.01 This Agreement may be terminated:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
 - B. Upon expenditure of available funds.
- 14.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XV
WAIVER OF SUBROGATION

- 15.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVI
INDEMNIFICATION

- 16.01 It is further agreed that Service Provider will indemnify and hold harmless Williamson County and Juvenile Probation against any and all negligence, liability, loss, costs, claims, or expenses arising out of wrongful and negligent act(s) of commission or omission of Service Provider, its agents, servants, or employees arising from activities under this Agreement. Service Provider shall have no obligation to indemnify and hold harmless Williamson County and Juvenile Probation for any act(s) of commission or omission of Williamson County's or Juvenile Probation's agents, servants, or employees arising from or related to this Agreement for which a claim or other action is made.

ARTICLE XVII
SOVEREIGN IMMUNITY

- 17.01 This Agreement is expressly made subject to Williamson County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Williamson County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XVIII
REPRESENTATIONS & WARRANTIES

- 18.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
 - B. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Williamson, or any political subdivision thereof;
 - C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement; and
 - D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Probation Commission administrative rules regarding abuse, neglect and exploitation allegations.

ARTICLE XIX
TEXAS LAW TO APPLY

- 19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

ARTICLE XX
VENUE

- 20.01 Exclusive venue for any litigation arising from this Agreement shall be in Williamson County, Texas.

ARTICLE XXI
ADDITIONAL TERMS

- 21.01 Service Provider shall comply with all applicable federal and state laws and regulations, Juvenile Probation policies, and Texas Juvenile Probation Commission standards pertinent to services provided under this Agreement.
- 21.02 Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 21.03 Service Provider is hereby notified that state funds are used to pay for services rendered to Juvenile Probation. For this reason, Service Provider shall account separately for the receipt and expenditure of all funds received from Juvenile Probation, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting and auditing of such funds.

ARTICLE XXII
LEGAL CONSTRUCTION

- 22.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

ARTICLE XXIII
PRIOR AGREEMENTS SUPERSEDED

- 23.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

ARTICLE XXIV
AMENDMENTS

- 24.01 Juvenile Probation may amend, modify or alter the terms of this Agreement and specify an effective date thereof. Juvenile Probation will then notify Service Provider in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by Service Provider will signify its acceptance of these changes. If Service Provider declines to accept changes made by Juvenile Probation, Service Provider may terminate this Agreement subject to the conditions herein.

ARTICLE XXV
INDEPENDENT CONTRACTOR CLAUSE

- 25.01 Both parties hereto, in the performance of this contract, shall acting an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one

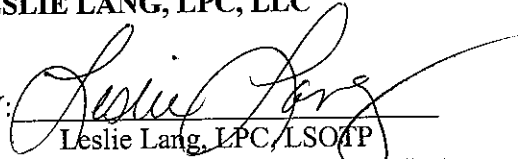
party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the contractor's employees.

EXECUTED IN DUPLICATE EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

WILLIAMSON COUNTY, TEXAS

BY: _____
Williamson County Judge Dan Gattis

LESLIE LANG, LPC, LLC

BY:  _____
Leslie Lang, LPC, LSOTP
821 Grand Avenue Parkway # 107
Pflugerville, Texas, 78660

Date: _____
As Authorized by Williamson County
Commissioners Court

Research Activities for WCCF Commissioners Court - Regular Session

Date: 07/12/2011
Submitted By: Gary Boyd, Parks
Submitted For: Gary Boyd
Department: Parks
Agenda Category: Regular Agenda Items

Information

Agenda Item

Review recommendation of Williamson County Conservation Foundation (WCCF) and take appropriate action on Work Authorization for year 2 research activities.

Background

At its June 15 board meeting, the WCCF voted to recommend this research proposal and work authorization in continuation of research activities on the Georgetown salamander. This proposal covers the second year of research as outline below. Funds will come from WCCF reserves.

As a part of the Habitat Conservation Plan, the WCCF is committed to a five-year research and monitoring project that focuses on better delineating the range of the Georgetown salamander (*Eurycea naufragia*), gathering baseline data on water quality and quantity at salamander spring sites, and monitoring salamander presence/abundance at selected spring sites. After completion of the first two years of the program, a status review will be prepared describing an appropriate conservation strategy for the species. Water quality monitoring and salamander presence/abundance monitoring will continue through Year 6 of the plan. At the end of the five-year research and monitoring program, if the Georgetown salamander is still a candidate species, the Foundation will investigate the feasibility of developing a Candidate Conservation Agreement with Assurances.

A Candidate Conservation Agreement with the US Fish and Wildlife Service provides for an agreed upon plan to keep the subject species from being listed as endangered.

Dr. Ben Pierce, Professor and holder of the Lillian Nelson Pratt Chair, Department of Biology, Southwestern University (SWU), will be the lead researcher for this project. Dr. Pierce will be assisted by SWCA Environmental Consultants and by senior level students from the SWU biology department.

A copy of the Proposal is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: WCCF salamander research year 2

Form Routing/Status

Form Started By: Gary
Boyd

Started On: 06/17/2011 09:51
AM

Final Approval Date: 06/23/2011



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.

Austin Office
4407 Monterey Oaks Boulevard,
Bldg. 1, Suite 110
Austin, TX 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

3 June 2011

Williamson County Conservation Foundation
350 Discovery Boulevard
Cedar Park, Texas 78613

**Re: Proposal for Georgetown Salamander (*Eurycea naufragia*) Research for the
Williamson County Regional Habitat Conservation Plan – Year 2**

SWCA Environmental Consultants (SWCA) appreciates the opportunity to provide the Williamson County Conservation Foundation with this proposal to conduct Georgetown salamander (*Eurycea naufragia*) research as called for in the Williamson County Regional Habitat Conservation Plan.

The proposed work tasks are described in greater detail in the attached scope of services. If you have any questions about the included scope of services, feel free to contact me at our office at (512) 476-0891 or by e-mail at ccrawford@swca.com.

Respectfully,

Craig Crawford, P.G.
Project Manager

INTRODUCTION

The Georgetown salamander (*Eurycea naufragia*) is an amphibian in the Plethodontidae family that is endemic to springs flowing from the northern segment of the Edwards Aquifer near Georgetown, Texas. This species is considered by the U.S. Fish and Wildlife Service (USFWS) as a candidate for Federal listing (66 FR 54807). Georgetown salamanders are thought to be threatened by habitat loss as many of the springs where this species formerly lived have been degraded. In fact, the species name *naufragia* means remnants in Latin and refers to the few remaining remnants of habitat for this salamander. While the USFWS considers listing of the Georgetown salamander to be warranted, publication of a proposal to list the species has been precluded by other, higher priority listing actions (USFWS 2004). In their 2008 Candidate Notice of Review (73 FR 75176), the USFWS lowered the listing priority number (LPN) for this species from a 2 to an 8. It is their opinion that current and planned conservation actions taken by Williamson County reduced the magnitude of the threat to the Georgetown salamander to a moderate level. Their rationale includes:

Williamson County and the Williamson County Conservation Fund are currently actively working to protect habitat and acquire land within the contributing watershed for the Georgetown salamander. Also, they are planning to conduct monitoring and data-collecting activities in an effort that is expected to lead to the development of a conservation strategy for this species. Although this species still meets our definition of a candidate, these conservation actions reduce the magnitude of the threat to the Georgetown salamander to a moderate level by reducing the amount of development occurring in the portion of the watershed that affects the species. Thus, we have changed the LPN for this species.

The overarching objective of SWCA Environmental Consultant's (SWCA) proposal is to characterize salamander habitat utilization of the open space at Twin Springs and one other reference population, to describe and monitor this habitat for water quality and quantity on a seasonal and annual basis, to determine short- and long-term Georgetown salamander population trends, and to make recommendations designed to ensure minimal conflict between development and the ecological health of the salamander and its habitat.

BACKGROUND AND SCOPE OF SERVICES

Background

The Georgetown salamander is a small (less than 3 inches long) salamander that inhabits springs and spring runs within the San Gabriel watershed. The species is known to occur only in Williamson County, Texas, where it has been found at springs in association with the South, Middle, and North Forks of the San Gabriel River, The Cowan and Berry Creek drainages, and in one cave (Bat Well) near the Sun City Development. Habitat for the Georgetown salamander and *Eurycea* salamanders in general, is described as shallow pools of well-oxygenated, sediment-free water that occur in caves and at springs and spring runs. The USFWS identifies the primary threats to the Georgetown salamander as degradation of water quality and quantity due to urbanization.

The Georgetown salamander is entirely aquatic and, based on similarities with other *Eurycea* species, it is expected that water quality degradation from various contaminants, decreased dissolved oxygen, increased sediments, and increased nutrients can cause disease and deformities, which could then result in salamander population declines. Urbanization and increases in impervious cover can increase contaminant loads in springs and groundwater, as well as alter local hydrologic regimes by increasing storm runoff and decreasing baseflows in drainages. Increased storm runoff may result in a decrease in aquifer recharge, increased variability in water availability and flow, and decreased water quality. Decreases in baseflow result in a decrease in water availability at spring locations with decreased spring flow especially problematic during periods of drought.

A total of 15 Georgetown salamander locations are currently known, all of which are in Williamson County and given the rapid rate of urban development and current lack of understanding of existing habitat conditions, perceived threats and long-term ecological needs of this species, federal listing within the next few years is a distinct possibility. To the extent possible it is in the best interests of Williamson County to develop proactive habitat management and monitoring plans that strive to remove threats and conserve populations to the maximum extent practicable.

The following scope of services proposes to utilize the best available scientific information to evaluate, protect, and monitor Georgetown salamanders and their habitat on the Twin Springs Preserve property.

Scope of Services

SWCA proposes to accomplish project objectives through implementation of three work tasks:

- water quality and quantity assessment,
- monthly surface counts, and
- to map and characterize habitat.

SWCA will coordinate efforts with Dr. Benjamin A. Pierce, a local Southwestern University professor and expert on amphibians and salamanders.

Task I Water Quality/Quantity Assessment

SWCA will establish a water quality/quantity monitoring station for quarterly site visits at Twin Springs and Swinbank Springs, where physical, chemical, and meteorological parameters will be considered for inclusion in a long-term monitoring program and include:

1. Physical environment: air and water temperatures, precipitation rates (frequency and duration), groundwater flow quantity (flow meter) and quality.
2. Hydrologic / meteorological data: quarterly spring discharge; and water velocity.
3. Water Quality: pH, dissolved oxygen concentration, water temperature, and total dissolved solids (TDS).
4. Water Chemistry: anionic composition, e-coli, fecal coliform, organochlorine pesticides, chlorinated herbicides, organophosphorus pesticides, atrazine, and biological oxygen demand (BOD).

The physical environment, hydrologic, and water quality data will be collected on-site during the quarterly site visits by utilizing HACH handheld pH, dissolved oxygen, and TDS meters. Water velocity and discharge data will be collected with a Global Water digital flow probe. Water samples will be collected quarterly at both sites and submitted to the Lower Colorado River Authority (LCRA) Environmental Services laboratory for water chemistry analysis. Additional samples will be collected in the event of a significant precipitation event, or if any noticeable alterations or disturbances are observed.

Cost for Task I \$16,558.00

Task II Monthly Visual Encounter Surveys¹

Monthly or bimonthly visual encounter surveys (surface counts) have been conducted at Twin Springs Preserve for the past 2.5 years and at a reference site (Swinbank Spring) for the past 4 years. These surveys provide relative estimates of surface abundance of salamanders at these sites, along with information about the distribution of salamanders within the spring run. Over the past 12 months, recaptures of salamanders marked in the summer of 2010 have been providing information on growth rates and movement of salamanders within the spring run. Visual encounter surveys and salamander recapture studies will be continued at these two sites over the next 12 months (July 2011 through June 2012).

Monthly visual encounter surveys will be conducted by Dr. Pierce and his students at Southwestern University. For each visual encounter survey, a transect is established along the spring run, beginning at the spring outflow and extending 25 to 30 meters downstream. All potential cover objects that are submerged in the spring run will be overturned to look for salamanders. The number of salamanders observed will be recorded, as well as the position of each salamander along the transect. Based on visual observation, each salamander is placed into one of three size classes (<2.5 cm, 2.2 to 5.1 cm, or >5.1 cm). Attempts are made to capture each salamander with a dip net. Captured salamanders are observed for the presence of color marks applied in the summer of 2010, and all marked salamanders are anesthetized and photographed for later measurement of size. Each captured salamander is also observed for the presence of eggs. The salamanders are then returned to the point at which they were captured in spring. At the conclusion of each visual encounter survey, temperature (°C), oxygen concentration (mg/l), and specific conductivity are measured at 1-m intervals along the transect.

Objectives

1. Conduct monthly visual encounter surveys of *E. naufugia* at Twin Springs Preserve and Swinbank Spring.
2. Monitor status of salamanders at each site.
3. Based on recaptures of salamanders marked in the summer of 2010, estimate movement and growth of salamanders at each site.
4. Gather abundance and ecological data that can be used in development of conservation management strategies.

Cost for Task II \$9,193.00

¹ Task II will be performed by Dr. Pierce of Southwestern University as a sub-contractor to SWCA.

Task III Locate Additional Populations of *Eurycea Naufugia*²

Presently, *Eurycea naufragia* is known from only 15 sites in Williamson County; viable populations of salamanders may no longer be present at some of these sites. Within the past year, Dr. Pierce and Andy Gluesenkamp of the Texas Parks and Wildlife Department have located two additional sites where salamanders are found (Cedar Hollow and Walnut Springs). Salamanders are likely found at additional sites that have not yet been examined for their presence. Better delineation of the geographic range of the species and accurate information about the number of existing populations is imperative for developing a long-term conservation strategy for the species.

Most of the likely locations for additional populations are on private land. Dr. Pierce and a student will use maps, scientific databases, historical records, and personal contacts to identify potential spring sites where salamanders might be found. Landowners will be identified from county tax records and contacted for permission to visit the site. After obtaining permission from the landowner, the site will be visited and a visual encounter survey conducted there. In addition, general habitat features of the site will be recorded and a water sample taken. We anticipate obtaining permission to survey six to 10 sites over the next 12 months.

Objectives

1. Identify additional *E. naufragia* populations.
2. Better delineate geographic range and abundance of the species in Williamson County.

Cost for Task III \$10,233.00

² Task III will be performed by Dr. Pierce of Southwestern University as a sub-contractor to SWCA.

Task IV Map and Characterize Habitat of *Eurycea Naufugia*³

Detailed habitat information is essential for developing long-range conservation and management plans for the Georgetown salamander. We will undertake a detailed assessment of the physical and biological characteristics of salamander habitat at Twin Springs Preserve and Swinbank Spring. This information will provide a baseline for monitoring long-term changes to the physical and biological habitats where the salamanders are found. Changes in invertebrate communities, for example, are often associated with habitat degradation and can signal alterations in the habitat that may have long-term effects on the salamanders.

Habitat mapping and invertebrate surveys will be carried out by Dr. Romi Burks and her students at Southwestern University. They will establish a transect down the spring run at each site and carry out detailed mapping of the physical habitat including total wetted surface area; water depth; percent of habitat type (riffle, pool, bedrock glide); embeddedness; substrate type, size, and percent; aquatic vegetation; canopy cover; and surrounding vegetation within 10 m of the spring run. To provide a quantitative assessment of invertebrates, they will conduct a monthly sampling routine at the two locations (Twin Springs and Swinbank Spring) from July 2011 through June 2012. Field sampling will include establishing composite sites to sample each month at each site. Individual sites will not be resampled due to the short colonization period. At each location, four sites will be selected to examine the expected spatial heterogeneity of the invertebrate assemblage. The four sites will be located across a gradient of flow:

1. near the outflow,
2. within 1 to 3 m of the outflow,
3. within 5 to 10 m of the outflow, and
4. within 10 to 20 m of the outflow.

Sampling at composite sites will include a combination of techniques including turnover of rocks, quadrat sampling, collection of moss and/or leaf litter, and drift nets where possible. Subsamples from different techniques will be placed in Whirl-Pak bags with spring water and then taken to the lab and refrigerated until they can be thoroughly examined for invertebrates.

Dr. Burks and students will identify all invertebrates at least to the level of Family (with the exception of chironomids, i.e. midges, which will be identified to Tribe). Alongside sampling in the spring months (February through May), the team will also set out emergence traps to capture adult invertebrates required for species identification.

³ Task IV will be performed by Dr. Pierce of Southwestern University as a sub-contractor to SWCA.

Outcomes of the invertebrate sampling will include a taxa list for each location and quantification of species richness, community diversity, and invertebrate abundance at each location throughout the year.

Objectives

1. Provide basic ecological data on habitat of *E. naufugia* that can be used to develop long-range conservation and management plans for the species.
2. Assess and quantify habitat characteristics of *E. naufugia* at Twin Springs and Swinbank Spring.
3. Assess and quantify invertebrate communities of *E. naufugia* at Twin Springs and Swinbank Spring.
4. Provide baseline data on physical and biological habitats of *E. naufugia* that can be used to assess long-term changes at sites where salamanders occur.

Cost for Task IV \$14,018.00

Total Cost \$50,002.00



**Re: Proposal for Georgetown Salamander (*Eurycea naufragia*) Research for the
Williamson County Regional Habitat Conservation Plan – Year 2**

WCCF Work Authorization

~~~~~

Passed in Commissioners Court this \_\_\_\_\_ day of June, 2011

By \_\_\_\_\_

Title \_\_\_\_\_



**Discuss and take appropriate action on purchasing telecommunication equipment for the Parks Administrative Office in the Southwest Regional Park.**

**Commissioners Court - Regular Session**

**Date:** 07/12/2011  
**Submitted By:** Jim Rodgers, Parks  
**Submitted For:** Jim Rodgers  
**Department:** Parks  
**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss and take appropriate action on purchasing telecommunication equipment for the Parks Administrative Office in the Southwest Regional Park.

**Background**

We have been working with Jay Schade & Jeff Smith on methodology to provide county IT services to the Parks Administrative Office in the Southwest Regional Park. The equipment will be placed on the tower located just behind the office and will then provide the office with all telecommunication services. Our IT folks pursued all other options but due to the somewhat remote location of the park this was the only option. The equipment will cost \$ 26,281.71 will be paid out of 2006 park bond dollars.

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**Fiscal Impact**

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|----------|-------------|--------|----------|
|---------|----------|-------------|--------|----------|

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**Attachments**

Link: [Equip Quote](#)

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**Form Routing/Status**

Form Started By: Jim Rodgers      Started On: 06/27/2011 04:04 PM  
 Final Approval Date: 07/06/2011

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Consolidated Telecom Services  
PO Box 2110  
Round Rock, TX 78680  
Phone (512) 477-4287  
Fax (512) 495-9473  
Email: [dlogterman@ccc411.com](mailto:dlogterman@ccc411.com)

Customer Williamson County IT Department  
Address 301 S.E. Inner Loop  
City/State/Zip Georgetown, TX  
Phone 512.818.0470  
Contact Jeff Smith  
Email [jsmith@wilco.org](mailto:jsmith@wilco.org)

Date 5/16/2011

Quote : Wilco Parks and Recreation (Parks and Rec. to CP Annex)

CTS DIR CONTRACT NUMBER -- DIR-SDD-1020

| Item | Qty/Hrs | Nomenclature Description                                                     | List Price   | Unit Price   | Extended Price |
|------|---------|------------------------------------------------------------------------------|--------------|--------------|----------------|
| 1    | 1       | WB3864AA PTP 58600 Full Connectorised - Link Complete                        | \$ 19,995.00 | \$ 15,995.00 | \$ 15,995.00   |
| 2    | 2       | RDH4508A 2-ft.(0.6m), High Performance Dual-pol, 5.25 - 5.85 GHz             | \$ 1,200.00  | \$ 1,050.00  | \$ 2,100.00    |
| 3    | 4       | JMPRS N Male to N Male 6' Jumpers                                            | \$ 90.25     | \$ 81.50     | \$ 326.00      |
| 4    | 2       | WB2907AA LPU End Kit PTP400/600 (2 kits required per Link)                   | \$ 300.00    | \$ 269.00    | \$ 538.00      |
| 5    | 1       | WB3175A Cable reel - 1000 ft. bulk clad cable for PTP                        | \$ 395.00    | \$ 347.00    | \$ 347.00      |
| 6    | 2       | WB3177A Connectors - pack of 25                                              | \$ 10.00     | \$ 9.23      | \$ 18.46       |
| 7    | 1       | RFMNT Non-penetrating roof mount for Cedar Park Annex install                | \$ 640.00    | \$ 596.00    | \$ 596.00      |
| 8    | 1       | MISC Miscellaneous Hardware for grounding, zip ties, mounting brackets, etc. | \$ 1,500.00  | \$ 1,337.00  | \$ 1,337.00    |
|      |         |                                                                              |              |              |                |
|      |         |                                                                              |              |              |                |
|      |         | Equipment Total                                                              |              |              | \$ 21,257.46   |
| 29   |         | Configure, Installation, Program and Optimization                            | \$ 173.25    |              | \$ 5,024.25    |
|      |         | Sales Tax @ 8.25% (Resell Tax Certificate Required)                          |              |              | EXEMPT         |
|      |         |                                                                              |              |              |                |
|      |         | TOTAL                                                                        |              |              | \$ 26,281.71   |
|      |         |                                                                              |              |              |                |

#### Quote Comments

- QUOTES ARE EXCLUSIVE OF ALL INSTALLATION AND PROGRAMMING CHARGES (UNLESS EXPRESSLY STATED) AND ALL APPLICABLE TAXES, IF APPLICABLE.
- PURCHASER WILL BE RESPONSIBLE FOR SHIPPING COSTS, WHICH WILL BE ADDED TO THE INVOICE (UNLESS EXPRESSLY STATED)
- PURCHASER IS RESPONSIBLE FOR PROVIDING A TOWER WITH STRUCTURAL CAPACITY AND INTEGRITY TO SUPPORT THE INSTALLATION OF THE PROPOSED EQUIPMENT.
- TITLE WILL PASS UPON SHIPMENT, RISK OF LOSS WILL PASS UPON DELIVERY TO PURCHASER FACILITY
- TERMS OF SALE - PAYMENT UPON DELIVERY (FIRST TIME PURCHASE) CASH WITH ORDER (5% DISCOUNT ON EQUIPMENT) -- CREDIT CARD (VISA-MASTERCARD-AMEX) 1.5% 15 DAYS (ON EQUIPMENT) -- 0% 30 DAYS
- PRICES QUOTED ARE VALID FOR THIRTY (30) DAYS FROM THE DATE OF THIS QUOTE
- UNLESS OTHERWISE STATED, PAYMENT WILL BE DUE WITHIN THIRTY (30) DAYS AFTER INVOICE
- MOTOROLA'S STANDARD EQUIPMENT WARRANTY (WHICH WILL BE FURNISHED UPON REQUEST) APPLIES TO ALL ORDERED EQUIPMENT
- MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS, OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE
- MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR COSEQUENTIAL DAMAGES
- THESE ITEMS WILL PREVAIL OVER ANY INCONSISTENT OR ADDITIONAL TERMS ON ANY PURCHASE ORDER SUBMITTED BY PURCHASER

**COMMENTS/  
ASSUMPTIONS**

- Based on DIR pricing  
- PTP ODU and antenna will be grounded to existing grounding system at Cedar Park Annex  
Grounding system assumed to be adequate

**PRINTED NAME:**

**Darrell Logterman**

**TITLE:**

**Account Manager**

**DATE:**

**May 16, 2011**

BEFORE SIGNING, PLEASE READ THIS PROPOSAL CAREFULLY. YOUR SIGNATURE IS AN OFFER TO PURCHASE THE PRODUCTS AND SERVICES LISTED ABOVE, WHICH IF ACCEPTED BY CTS WILL BE A PURCHASE CONTRACT

**CUSTOMER  
ACCEPTANCE:**

**PRINTED NAME:**

**TITLE:**

**PURCHASE  
METHOD:**

**DATE:**

## Discuss and take appropriate action on funding and contract approval with Pedernales Electric Cooperative (PEC) to provide electricity for the Parks A Commissioners Court - Regular Session

**Date:** 07/12/2011  
**Submitted By:** Jim Rodgers, Parks  
**Submitted For:** Jim Rodgers  
**Department:** Parks  
**Agenda Category:** Regular Agenda Items

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### Information

#### Agenda Item

Discuss and take appropriate action on funding and contract approval with Pedernales Electric Cooperative (PEC) to provide electricity for the Parks Administrative Office in the Southwest Regional Park.

#### Background

Funding and contract approval is requested for Pedernales Electric Cooperative (PEC) to provide electric service to the Parks Administrative Office in the Southwest Regional Park. The building contractor has trenched and laid pipe for the service. PEC will supply and pull primary underground cable as well as install a new pole with transformers along CR175. The total estimated costs from PEC are \$13,519.25. This cost includes \$3,614.65 for the overhead and \$9,924.60 for the underground. Funding is proposed from 2006 parks bonds.

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### Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|----------|-------------|--------|----------|
|---------|----------|-------------|--------|----------|

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### Attachments

*No file(s) attached.*

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### Form Routing/Status

Form Started By: Jim Rodgers  
 Started On: 06/30/2011 07:35 AM  
 Final Approval Date: 07/06/2011

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## Hutto Centennial Celebration 2011

### Commissioners Court - Regular Session

**Date:** 07/12/2011  
**Submitted By:** Linda Wipff, Commissioner Pct. #4  
**Submitted For:** Ron Morrison  
**Department:** Commissioner Pct. #4  
**Agenda Category:** Consent

#### Information

##### Agenda Item

Discuss and take appropriate action on paperwork for the Hutto Centennial Parade.

##### Background

Hutto, TX will celebrate its centennial July 15, 16 and 17, 2011. There will be a parade at 9:00am on Saturday, July 16, 2011 sponsored by the 1911 Foundation. The Williamson County Hutto Annex parking lot, located at 350 Exchange Blvd., will be used to stage the parade. The 1911 Foundation will use the Williamson County Hutto Annex parking lot from approximately 8:00am to 10:00am on July 16, 2011.

The use of the Williamson County Hutto Annex parking lot will be contingent upon the 1911 Foundation supplying the Certificate of Insurance to Williamson County before the July 12, 2011 Commissioner's Court session.

The Authorized User Agreement has been attached. In addition, a Hutto Police Department form is also attached to inform Hutto Police Department that Williamson County has given permission to the 1911 Foundation to use the Williamson County Hutto Annex parking lot.

#### Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|----------|-------------|--------|----------|
|---------|----------|-------------|--------|----------|

#### Attachments

Link: [Authorized User Agreement](#)

Link: [Hutto Police Department](#)

#### Form Routing/Status

| Route Seq | Inbox                   | Approved By | Date                | Status |
|-----------|-------------------------|-------------|---------------------|--------|
| 1         | County Judge Exec Asst. | Wendy Coco  | 07/06/2011 11:15 AM | APRV   |
| 4         | Commissioner Pct. 4     | Linda Wipff | 07/07/2011 09:59 AM | APRV   |

Form Started By: Linda Wipff  
 Started On: 06/24/2011 02:05 PM  
 Final Approval Date: 07/07/2011

## **AUTHORIZED USER AGREEMENT**

This Authorized User Agreement (the "Agreement") is made between Williamson County, Texas, a political subdivision of the State of Texas ("County") and the party named as user on the execution page of this Agreement ("USER").

### **RECITALS**

**WHEREAS**, COUNTY has the right to operate and use the area or real property described in Exhibit A; and

**WHEREAS**, USER desires to use the area or real property described in Exhibit A.

### **AGREEMENT**

**NOW THEREFORE**, and in consideration of the following promises, covenants, and conditions, the COUNTY and USER (the "Parties") agree as follows:

1. USE:

In exchange for the fee described on Exhibit A hereto (the "License Fee"), the COUNTY does hereby grant, subject to the terms and provisions hereof, to USER permission to use the area specified in Exhibit A (the "Authorized Area"), for the use described in Exhibit A hereto, and no other purpose (the "Permitted Use").

2. CANCELLATION:

USER's cancellation or failure to occupy the Authorized Area, as set forth herein, will result in the forfeiting of the License Fee. Furthermore, in the event USER fails to utilize the Authorized Area reserved herein on the date and at the time specified and for the use specified, COUNTY shall have the right to elect, in its sole and absolute discretion, in addition to any other remedy available at law or in equity, to terminate this Agreement.

3. SERVICES AND AMENITIES:

In the event that COUNTY provides, or causes to be provided, the following amenities and services (if such amenities and services are available at the Authorized Area), USER shall be obligated, within ten (10) days of USER's use of the Authorized Area, to pay the actual costs incurred by COUNTY for such amenities and services:

- i. Heating, air conditioning, and ventilation as reasonably required for comfortable use and occupancy of the fully enclosed portion, if any, of the Authorized Area.



- ii. Electric current adequate for the Permitted Use.
- iii. Ordinary repair and maintenance of the interior and exterior of the Authorized Area made necessary by normal wear and tear.

USER hereby acknowledges that the above described amenities and services may not be available at or on the Authorized Area. USER is hereby given notice that it shall be USER's responsibility to inspect the Authorized Area prior to executing this Agreement in order to ensure that the Authorized Area and the Permitted Use is suitable for USER's intended use and purpose. Furthermore, no interruption or malfunction of any service shall constitute an eviction or disturbance of USER's use and possession of the Authorized Area or breach by COUNTY of any of its obligations hereunder or render COUNTY liable for damages or entitle USER to be relieved of any obligation hereunder. In the event of any such interruption, COUNTY shall use reasonable diligence to restore such service.

4. CLEANING OF AUTHORIZED AREA:

USER shall provide any and all janitorial and cleaning services immediately after USER's use of the Authorized Area so that the Authorized Area is cleaned and restored to the condition in which the same was found before USER used such area.

5. PAYMENT REQUIREMENTS:

- (a) All payments are to be made payable to Williamson County and shall be paid upon the USER's execution and delivery of this Agreement to the COUNTY.
- (b) In the event of a cancellation, as set forth above, all License Fees and payments will not be refunded. All additional costs for labor and services supplied must be paid for by USER directly if a deposit has not been paid at the time of the cancellation.
- (c) All deposits and payments will be credited against costs when invoiced. Incidental costs and balance of any fees that may be due, if any, are due upon receipt of invoice.

6. CERTIFICATE OF INSURANCE:

**USER shall provide COUNTY with a certificate of insurance evidencing comprehensive liability and property damage insurance with coverage of at least one million dollars (\$1,000,000) combined single limit. The coverage must be on a per occurrence basis and must be issued by a company licensed to provide such coverage in the State of Texas. The COUNTY shall be named as an additional insured.**

**All insurance provided by USER shall provide that the same is, in relation to any insurance maintained by COUNTY, primary and such other insurance maintained by COUNTY shall be excess or non-contributory.**

7. PARKING:

All vehicles and all equipment parked in, on or around the Authorized Area shall be parked in accordance with COUNTY's requirements, state law and/or local municipal ordinances.

8. INTERRUPTION OR TERMINATION OF PERMITTED USE

COUNTY shall retain the rights to cause the interruption of any Permitted Use in the interest of public safety, and to likewise cause the termination of such Permitted Use when, in the sole judgment of COUNTY, such act is necessary in the interests of public safety.

9. MANAGEMENT AND SAFETY:

In permitting the occupancy of Authorized Area by USER, COUNTY retains and does not relinquish the right to issue and enforce such rules, regulations and directives as it may deem necessary for the safe, orderly and commercially sound operation of the Authorized Area. COUNTY employees and agents may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties. COUNTY reserves the right to eject any objectionable person or persons from the Authorized Area, including and upon the exercise of this authority through COUNTY, its agents or officers, **the USER, on behalf of itself, its agents and employees, hereby waives any rights and all claims for damages against COUNTY arising from such occurrences.** The USER agrees that it will not allow any person at, in or about the Authorized Area who shall, upon reasonable nondiscriminatory grounds, be objected to by COUNTY. Such person's right to use the Authorized Area and the Authorized Area therein may be revoked by COUNTY. Unless otherwise specified in writing, COUNTY shall be entitled to schedule other events similar to the Permitted Uses both before and after the date of this Agreement without notice to USER.

USER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the USER's use of the Authorized Area. USER shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to USER and/or its agents, contractors, employees, patrons, performers or guests, all other persons in, on or around the Authorized Area and all property in, on or around the Authorized Area, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.



USER shall erect and maintain, as required by existing conditions and the intended use of the Authorized Area, all reasonable safeguards including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. USER shall protect adjacent properties from any damage caused by acts of USER, and shall pay for any repairs to same made necessary by any acts of USER.

10. COOPERATION WITH ALL OTHER USERS:

USER acknowledges that COUNTY will make available, for use by others, such portions, areas and facilities of the Authorized Area that are not subject to this Agreement. The USER agrees to cooperate in good faith with COUNTY and those persons using other portions and areas of the Authorized Area.

11. ALCOHOLIC BEVERAGES:

USER hereby acknowledges and agrees that **no** alcoholic beverages shall consumed or possessed by USER its agents, contractors, employees, patrons, performers or guests while in, on or about the Authorized Area.

12. ASSUMPTION OF RISK:

**USER, in using the Authorized Area and other facilities of the Authorized Area and equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. COUNTY shall not be liable for any damages to property or damages arising from personal injuries sustained by USER or any of its agents, contractors, employees, patrons, performers or guests, in, on or about the Authorized Area, or of any other portion of the Authorized Area, including buildings, parking area walkways of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct. USER assumes full responsibility for any property damage or injury which may occur to USER, its agents, contractors, employees, patrons, performers or guests in, on or about the Authorized Area or other portion of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct.**

13. INDEMNIFICATION:

**USER shall conduct its activities upon the Authorized Area so as not to endanger any person thereon and USER agrees to indemnify, defend, and hold harmless COUNTY and its respective officials, officers, agents, employees and representatives (collectively, the "Indemnified Persons") from and against any and all liability, losses, claims, demands, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and litigation expenses) to which any of the Indemnified Persons may become subject by reason of, or in any way related to, (i) the use of the Authorized Area by USER or its agents, contractors,**

employees, patrons, performers or guests or breaches of applicable codes, laws, rules and regulations by the USER or its agents, contractors, employees, patrons, performers or guests, (ii) any action, omission or negligence, whether in whole or in part, of the USER or its agents, contractors, employees, patrons, performers or guests.

The Indemnified Persons shall not be liable or responsible for, and the USER hereby releases and forever discharges the Indemnified Persons from, any loss, damage or injury to any person or property of USER or its agents, contractors, employees, patrons, performers or guests in, on or around the Authorized Area or other portion of the Authorized Area resulting from any cause whatsoever, including but not limited to theft and vandalism. In no event shall any Indemnified Persons be liable to USER or its agents, contractors, employees, patrons, performers or guests for any consequential, special, exemplary or punitive damages suffered or incurred by USER or its agents, contractors, employees, patrons, performers or guests as a result of the actions or omissions of any Indemnified Person.

14. CAPACITY:

USER shall not permit, nor admit a larger number of persons than can safely or freely move about the Authorized Area.

15. STATUTES/PERMITS:

USER hereby acknowledges that COUNTY requires the full compliance of all Federal, State and local statutes and regulations as they may pertain to any and all activities conducted in, on or around the Authorized Area. This compliance includes sales activities and the mandated collection and remittance of all appropriate State and local sales taxes and purchase of business, parade or other types of permits.

16. NON-DISCRIMINATION:

The USER shall not discriminate against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

17. INFLAMMABLE MATERIALS:

USER shall not, without the prior written permission of COUNTY, use open flames, or use or store oils, burning fluids, camphene, kerosene, naphtha or gasoline or other gases for either mechanical or other purposes. USER shall file with COUNTY a written application for such use prior to USER obtaining COUNTY'S written permission therefor.



18. USE OF VEHICLES:

Except during specified move-in and move-out periods, the USER shall not drive or cause to be driven any vehicle on the Authorized Area without the written consent of the COUNTY.

19. LEGAL RECOURSE:

In the event the USER violates any of the terms or conditions of this Agreement, COUNTY shall have, in addition to any other legal recourse, the right to terminate this Agreement and obtain possession of the entire Authorized Area, and to remove and exclude the USER there from, all without service of notice or resort and without any legal liability on its part.

20. COMPLIANCE WITH LAW:

USER, at its sole cost and expense, shall comply and secure compliance with requirements, including, but not limited to, wage and hour guidelines, and shall faithfully observe and secure observance in the use of the Authorized Area of all municipal ordinances and State and Federal Statutes now in force or which may hereafter be in force.

21. NO SUBLETTING AND ASSIGNMENT:

USER shall not sublet, nor assign, pledge, hypothecate or mortgage this Agreement or any of its rights hereunder, without the prior written consent of the COUNTY.

22. LIENS:

USER agrees to pay promptly the costs, expenses and other charges incidental to the use and occupation of the Authorized Area authorized herein **and to hold the Indemnified Persons harmless from, and to indemnify and defend them against, any such expenses and charges and from all claims, demands and liens of whatever character arising by reason of contract, express or implied, or any part of any other act of omission on the part of any person other than the Indemnified Persons.** Such costs shall include all expenses and attorneys' fees incurred by the Indemnified Persons in connection with any asserted claim, demand or lien.

23. FORCE MAJEURE:

In the event COUNTY's obligations to the USER under this Agreement should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of

regulation which becomes effective after the date of this Agreement or any other cause beyond COUNTY's reasonable control, COUNTY shall not be liable to perform. The USER hereby waives any claim for damages or compensation for such delay or failure to perform, other than a return to it of any monies paid directly to COUNTY, but no other.

24. CANCELLATION BY COUNTY:

This Agreement may be canceled without liability to COUNTY, under any of the following conditions: (a) if the USER is found to have provided false or misleading information to COUNTY, (b) if COUNTY finds that the use or proposed use will be detrimental to the health, safety or morals of COUNTY or to the efficient operation of the Authorized Area for the public welfare, (c) should any individual or group (members or guests) willfully or negligently mistreat or damage the equipment or Authorized Area or violate any of the policies, rules, regulations, terms and conditions established for use of the Authorized Area, (d) for failure to notify COUNTY of cancellation of any date or dates covered by the Agreement, (e) if USER defaults on any or has not completed all conditions and requirements for use of Authorized Area within twenty (20) days prior to USER's use of the Authorized Area, (f) in case the Authorized Area or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, wars or acts of military authorities, shall render the fulfillment of the contract difficult or impossible to perform, (g) if the Authorized Area is needed for public necessity or emergency use as determined by COUNTY or (h) upon thirty (30) days' written notice to USER.

25. GOVERNING LAW, VENUE:

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

26. BINDING EFFECT, ASSIGNABILITY:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns subject, in the case of USER, to the provisions of Section 21 above.

27. SEVERABILITY:

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable



any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

28. INDEMNIFICATION BY COUNTY:

USER acknowledges and agrees that under the Constitution and the laws of the State of Texas, COUNTY cannot enter into an agreement whereby COUNTY agrees to indemnify or hold harmless any other party, including but not limited to USER.

29. NOTICE:

Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

USER: As set forth on below USER's execution herein below

COUNTY: Williamson County Judge  
Dan A. Gattis (or successor)  
301 S.E. Inner Loop, Ste. 109  
Georgetown, Texas 78626

30. THIRD PARTY BENEFICIARIES:

This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

31. REPORTS OF ACCIDENTS:

Within 24 hours after USER becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the USER), whether or not it results from or involves any action or failure to act by the USER or any employee or agent of the USER and which arises in any manner relating to the USER's use of the Authorized Area, the USER shall send a written report of such accident or other event to the COUNTY, setting forth a full and concise statement of the facts pertaining thereto. The USER shall also

immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the USER, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the USER's use of the Authorized Area under this Agreement.

32. CONSTRUCTION:

Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

33. RELATIONSHIP OF THE PARTIES:

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

34. NO WAIVER:

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

35. OWNERSHIP OF PRODUCTION; PHOTOGRAPHY

If USER use of the Authorized Area is for the production of photography (including without limitation by means of motion picture, still or videotape photography), all rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by USER and its successors, assigns and licensees, and neither COUNTY nor any tenant or other party now or hereafter having an interest in the Authorized Area shall have any right of action against USER or any other party arising out of any use of said still pictures, motion pictures, videotapes, photographs and/or sound recordings. In connection with USER's user of the Authorized Area and the production of photography, USER may refer to the Authorized Area or any part thereof by any fictitious name and may attribute any fictitious events as occurring on the Authorized Area. COUNTY irrevocably grants to USER and USER's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the Authorized Area and to use such duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the film, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing; provided, however, the Authorized Area

shall not be used for the production of any movie or scene that would be considered to be obscene pursuant to state and federal laws.

36. ENTIRETY OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

37. RETURN OF AGREEMENT

USER's Executed Agreement must be returned to the office of the Williamson County Judge at least twenty (20) days prior to the date that USER's intends to use of the Authorized Area, accompanied by payment of all fees and other conditions then due or this Agreement will be deemed null and void.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

**AS ACCEPTED AND EXECUTED:**

**COUNTY:**

\_\_\_\_\_  
Dan A. Gattis, Williamson County Judge

DATED \_\_\_\_\_, 20\_\_

**USER:**

\_\_\_\_\_  
Company / Organization

Authorized Signer: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Representative Capacity: \_\_\_\_\_

DATED \_\_\_\_\_, 20\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ 78 \_\_\_\_\_

Phone No.: (\_\_\_\_) \_\_\_\_\_



## EXHIBIT A

### DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The COUNTY does hereby grant, subject to the terms and provisions hereof, to USER, permission to use the following specified area(s), ingress and egress thereto via corridors and public areas devoted to ingress and egress, (the "Authorized Area"), for the following use and no other purpose (the "Permitted Use"):

**Date(s):**

From - \_\_\_\_\_, 20\_\_

To - \_\_\_\_\_, 20\_\_

**Hours:**

\_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

**Permitted Use (Description of Use):**

\_\_\_\_\_  
\_\_\_\_\_

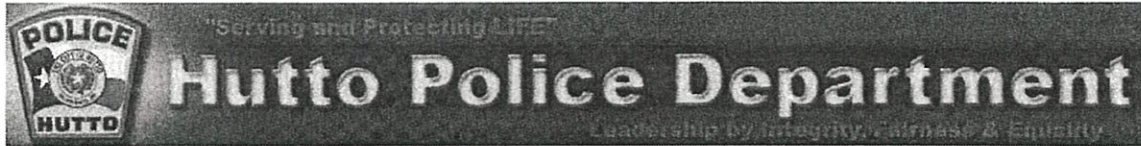
**Authorized Area (Location):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ 78 \_\_\_\_\_

**License Fee:**

\$ \_\_\_\_\_

**\*Total License Fee shall be due and paid no later than twenty (20) days prior to the date of use.**



Date: \_\_\_\_\_

I hereby grant the Applicant and any affiliated organization permission to use my property in connection with the Parade to wit:

Property location 350 Exchange Blvd., Hutto, TX. 78634

Williamson County - Hutto Annex, Precinct 4

By signing below I hereby swear or affirm I am in care custody and control of the property(s) described above.

Property Owner (print) \_\_\_\_\_

Property Owner Signature: \_\_\_\_\_

\_\_\_\_\_  
Phone number



## Consider extension of completion date for six propane stations Commissioners Court - Regular Session

**Date:** 07/12/2011  
**Submitted By:** Patrick Strittmatter, Purchasing  
**Submitted For:** Gary Wilson  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Consider approving a 60-day extension, accepting a new completion date of October 28, 2011 for Ferrellgas to complete Construction and Installation of Six HD-5 Propane Stations for Williamson County Facilities, Bid # 11WC901.

#### Background

### Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---------|----------|-------------|--------|
|---------|----------|-------------|--------|

### Attachments

Link: [Ferrellgas Extension Request Letter](#)

### Form Routing/Status

| Route Seq | Inbox                              | Approved By | Date                | Status |
|-----------|------------------------------------|-------------|---------------------|--------|
| 1         | Hal Hawes                          | Hal Hawes   | 06/29/2011 11:17 AM | APRV   |
| 2         | Jim Gilger                         | Jim Gilger  | 06/29/2011 03:05 PM | APRV   |
| 3         | County Judge Exec Asst. Wendy Coco | Wendy Coco  | 06/30/2011 09:10 AM | APRV   |

Form Started By: Patrick Strittmatter  
 Started On: 06/29/2011 10:28 AM  
 Final Approval Date: 06/30/2011



Gary Wilson  
Project Manager  
Williamson County

June 16, 2011

Gary,

The purpose of this letter is to request for a 60 day extension for the WILCO project involving 6 dispenser stations with an original completion date of August 29, 2011. With the unforeseen circumstances involving the fire at Cleanfuels, the possible damage to the skids is going to push the project back because Cleanfuels wants to ensure 100% satisfaction with their product. Cleanfuels is sending the equipment back to the manufacturer for assessment and/or improvement and this process is going to take 30 days. With an approval of 60 days, the new completion date will be October 28, 2011.

Kent C. Boeckman  
Jurisdictional Systems Manager  
Ferrellgas

A handwritten signature of Kent C. Boeckman, consisting of stylized initials 'KC' followed by a surname, written in black ink over a horizontal line.

Judge Dan A. Gattis  
Judge  
Williamson County

A horizontal line intended for the signature of Judge Dan A. Gattis.

## Authorizing advertising and setting date for annual bids Commissioners Court - Regular Session

**Date:** 07/12/2011  
**Submitted By:** Brenda Fuller, Purchasing  
**Department:** Purchasing  
**Agenda Category:** Regular Agenda Items

### Information

#### Agenda Item

Consider authorizing advertising and setting date of August 2, 2011 at 2:00pm in the Purchasing Department to receive annual bids for various departments for fiscal year 2012-complete list attached.

#### Background

### Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|----------|-------------|--------|----------|
|---------|----------|-------------|--------|----------|

### Attachments

Link: [summary bids](#)  
 Link: [Bid packet EMS Medical](#)  
 Link: [EMS Medical Specs](#)  
 Link: [EMS Protective Clothing bid packet](#)  
 Link: [Fac HVAC bid packet](#)  
 Link: [Fac Landscape bid packet](#)  
 Link: [Fleet Fuel Card bid packet](#)  
 Link: [Juvenile Clothing bid packet](#)  
 Link: [Juvenile Uniforms bid packet](#)  
 Link: [SO Body Armor bid packet](#)  
 Link: [Parks Landscape Svs bid packet](#)  
 Link: [Parks Landscape twelve months update](#)  
 Link: [Parks Landscape mowing areas](#)

### Form Routing/Status

| Route Seq                       | Inbox                   | Approved By | Date                            | Status |
|---------------------------------|-------------------------|-------------|---------------------------------|--------|
| 1                               | Purchasing              | Bob Space   | 07/07/2011 09:28 AM             | APRV   |
| 2                               | County Judge Exec Asst. | Wendy Coco  | 07/07/2011 09:38 AM             | APRV   |
| Form Started By: Brenda Fuller  |                         |             | Started On: 07/07/2011 08:35 AM |        |
| Final Approval Date: 07/07/2011 |                         |             |                                 |        |

## FY2012 ANNUAL BIDS

Tuesday, August 2, 2011 – 2:00pm

| Name of Bid                                   | Department        |
|-----------------------------------------------|-------------------|
| Medical Supplies                              | EMS               |
| Protective Clothing                           | EMS               |
| Name of Bid                                   | Department        |
| HVAC Services                                 | FAC               |
| Landscape Maintenance                         | FAC               |
| Name of Bid                                   | Department        |
| Fuel Card Services                            | Fleet             |
| Name of Bid                                   | Department        |
| Clothing                                      | Juvenile Services |
| Uniforms                                      | Juvenile Services |
| Name of Bid                                   | Department        |
| Body Armor for Law Enforcement<br>Departments | Sheriff's Office  |
| Name of Bid                                   | Department        |
| Landscape Services                            | Parks             |



WILLIAMSON COUNTY  
PURCHASING DEPARTMENT  
301 SE INNER LOOP - SUITE 106  
GEORGETOWN, TEXAS 78626

<http://www.wilcogov.org/purchasing>

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## INVITATION FOR BIDS

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### MEDICAL SUPPLIES FOR WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES

**BID NUMBER: 12WCA021**

**BIDS MUST BE RECEIVED ON OR BEFORE: August 2, 2011 – 1:30 PM**

**BIDS WILL BE PUBLICLY OPENED: August 2, 2011 – 2:00 PM**

#### **BID SUBMISSION**

**DEADLINE:** Bids must be received in the Purchasing Department on or before **Tuesday, August 2, 2011 at 1:30PM. Bids will be publicly opened at 2:00 PM or soon thereafter** in the Williamson County Purchasing Department, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

**METHODS:** Sealed bids may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Kerstin Hancock, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626.*

**FAX/EMAIL:** Facsimile and electronic mail transmittals will not be accepted.

#### **BID REQUIREMENTS**

**TRIPLICATE:** All bids must be submitted in quadruplicate (1 original complete bid set, 2 copies of the bid set AND one CD including all required information). The bid sets should be marked “original” or “copy”. A “bid set” consists of the COMPLETED AND SIGNED Bid Form and any other required documentation. All copies should have the same attachments as the original.

**SEALED:** All bids must be returned in a sealed envelope with the bidder’s name, address, bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bidder’s name, address, bid name, number, opening date and time should be clearly marked on the outside of the delivery service envelope.

**REFERENCES:** Williamson County may require bidder to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5) years. Include name of firm, address, telephone number and name of representative.

**LEGIBILITY:** Bids must be legible and of a quality that can be reproduced.

**FORMS:** All bids will be submitted on the forms provided in this bid document. Changes to bid forms made by bidders may disqualify the bid. Bids cannot be altered or amended after submission deadline.

**LATE BID:** Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

**RESPONSIBILITY:** It is expected that a prospective bidder will be able to affirmatively demonstrate bidder’s responsibility. A prospective bidder should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder’s ability to meet these minimum standards listed above.

## AWARD

**THIRTY DAYS:** Awards should be made approximately thirty (30) days after the bid opening date. Results maybe obtained by contacting the Purchasing Contact.

**REJECTION OR ACCEPTANCE:** No more than one bid will be awarded for any item, single department or area. Bids may be rejected for some items, departments or areas, even though awards are made for others. A primary, secondary, and/or tertiary award may be made for this bid. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County. In determining the overall best bid, the County may exercise the following option granted to local governments under the Texas Local Government Code.

TLGC § 271.907. This option allows the County to evaluate bids and give preference to goods and/or services of a vendor that demonstrates that the vendor meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the bidder should provide information in narrative form indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

**CONTRACT:** This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County.

The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

**CONTRACT ADMINISTRATION:** Under this contract, Kenny Schnell, EMS Director, Williamson County EMS, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

**CONTRACT PERIOD(S):** The Initial Contract Period is October 1, 2011 through September 30, 2012. Possible extensions include:

October 1, 2012 through September 30, 2013  
October 1, 2013 through September 30, 2014

**CONTRACT EXTENSIONS:** At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the latest index published one hundred and eighty (180) days prior to the end of the contract year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

## BID CONTACTS

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by 5:00 PM on Wednesday, July 26, 2011**. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

All submitted questions with their answers will be posted to the Williamson County portal, <http://wilco-online.org/ebids/bids.aspx>. If you do not have access to email or internet please call the Purchasing contact below:

### PURCHASING CONTACT:

Kerstin Hancock  
301 SE Inner Loop – Suite 106  
Georgetown, TX 78626  
(512) 943-1546  
[wmsncntybids@wilco.org](mailto:wmsncntybids@wilco.org)

### TECHNICAL CONTACT:

Butch Dennis, Capt., Support Services  
508 Holly St.  
Georgetown, TX 78626  
(512) 563-0812  
[Bdennis@wilco.org](mailto:Bdennis@wilco.org)

Joe Granberry, Director of Operations  
303 Martin Luther King Jr. St.  
Georgetown, TX 78626  
(512) 943-1260  
[Jgranberry@wilco.org](mailto:Jgranberry@wilco.org)



## MISCELLANEOUS

**FOB DESTINATION:** All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

**FIRM PRICING:** All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the Bid expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2012. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.

**ESTIMATED QUANTITIES:** The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

**FUNDING:** Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2011 thru September 30, 2012 fiscal year.

**SALES TAX:** Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

**DELIVERY:** The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages. The delivery date is an evaluating factor in the awarding process. **Please note exceptions to stated delivery times.**

**PURCHASE ORDER:** If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful bidder for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

**PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract

MEDICAL SUPPLIES FOR EMS BID

Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, or 943-1558 or Debbie Frazier 943-1538.

**CONFLICT OF INTEREST:** No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendors are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

***The Williamson County Conflict of Interest Statement is included as Attachment A of this IFB. This form should be completed, signed, and submitted with your bid.***

**ETHICS:** The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

**DOCUMENTATION:** Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

**TERMINATION FOR CAUSE:** In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Bidder's bid, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Bidder may be given reasonable time to cure its breach or default prior to Williamson County's termination under

this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**COMPLIANCE WITH LAWS:** The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the

profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

## **WORKERS' COMPENSATION**

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the bidder provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Division of Workers' Compensation requirements.

## BID SPECIFICATIONS

- Prices are to be F.O.B. destination (freight included).
- Delivery:  
Individual packages are to be shipped by UPS only.  
Pallet sized orders are to be shipped by ABF or Central Freight truck shipping. Palletized loads must be delivered by a truck with lift gate. No fork lift available.
- Samples are to be provided upon request. Requested samples will be provided within five (5) days from date of request.
- The County requires at least a one (1) year expiration date on those products with a limited shelf life.
- Provide a catalog or a fact sheet (with pictures preferred) of all items bid. This will allow for positive identification of items bid.
- Brand name or County approved equivalent: Any Catalog, brand name or manufacturer's reference used in a bid invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. Bids on brand of like nature and quality will be considered. If bid is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.
- Notate on bid the product number, stock number, or catalog number to be used when product is ordered and indicate how product is shipped (each, dozen, box, case, etc.).
- In the event of a disaster, the county reserves the right to have disaster supplies drop shipped to the disaster site.
- During the contract period, if a product is discontinued, the county is to be notified immediately so that substitutions or other arrangements can be made.

### **WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES:**

Shipping Address for UPS Deliveries: 508 Holly St.  
Georgetown, TX 78626

Shipping Address for Truck Deliveries (pallets): 508 Holly St.  
Georgetown, TX 78626

Billing Address: P O Box 873  
Georgetown, Tx 78627

Point Of Contact: Kenny Schnell 512/943-1264  
Butch Dennis 512/943-3734

State delivery time after receipt of purchase order\_\_\_\_\_.

**Delivery time shall be a consideration in the evaluation process.**

**Awarded bidder is to notify the County immediately if a product is not going to be shipped in time to be received by the County in the above stated time frame.**

Williamson County reserves the right to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any or all bids or waive any informality or technicality in bids received.

## ATTACHMENT A



### WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

**Printed name of person submitting form:**

**Name of Company:**

**Date:**

**Signature of person submitting form:**

Notarized:

**Sworn and subscribed before me**  
**by:** \_\_\_\_\_

**on** \_\_\_\_\_  
**(date)**

**WILLIAMSON COUNTY BID FORM**  
**MEDICAL SUPPLIES FOR WILLIAMSON COUNTY**  
**EMERGENCY MEDICAL SERVICES**

**BID NUMBER: 12WCA021**

NAME OF BIDDER: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Mobile Phone: (\_\_\_\_\_) \_\_\_\_\_

**SEE ATTACHED PRICE SHEET (PAGES 1 – 13).**

CHECK ONE OF THE FOLLOWING:

- ☐ low item basis. (Will accept award on "any or all" items.)
- ☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

By signing this form:

- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

\_\_\_\_\_  
Signature of Person Authorized to Sign Bid

Date of Bid: \_\_\_\_\_

Printed Name and Title of Signer: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

**RETURN PAGES BEGINNING WITH PAGE 5 THROUGH THIS PAGE AND ATTACHED PRICING SHEET WITH THIS BID PACKAGE AND ALL REQUIRED INFORMATION**

# Williamson County Inner Loop Annex

## Address:

**301 SE Inner Loop  
Georgetown, TX 78626**

## Directions:

### From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

### From North (Georgetown, Jarrell)

Take IH-35 Southbound

Exit 259

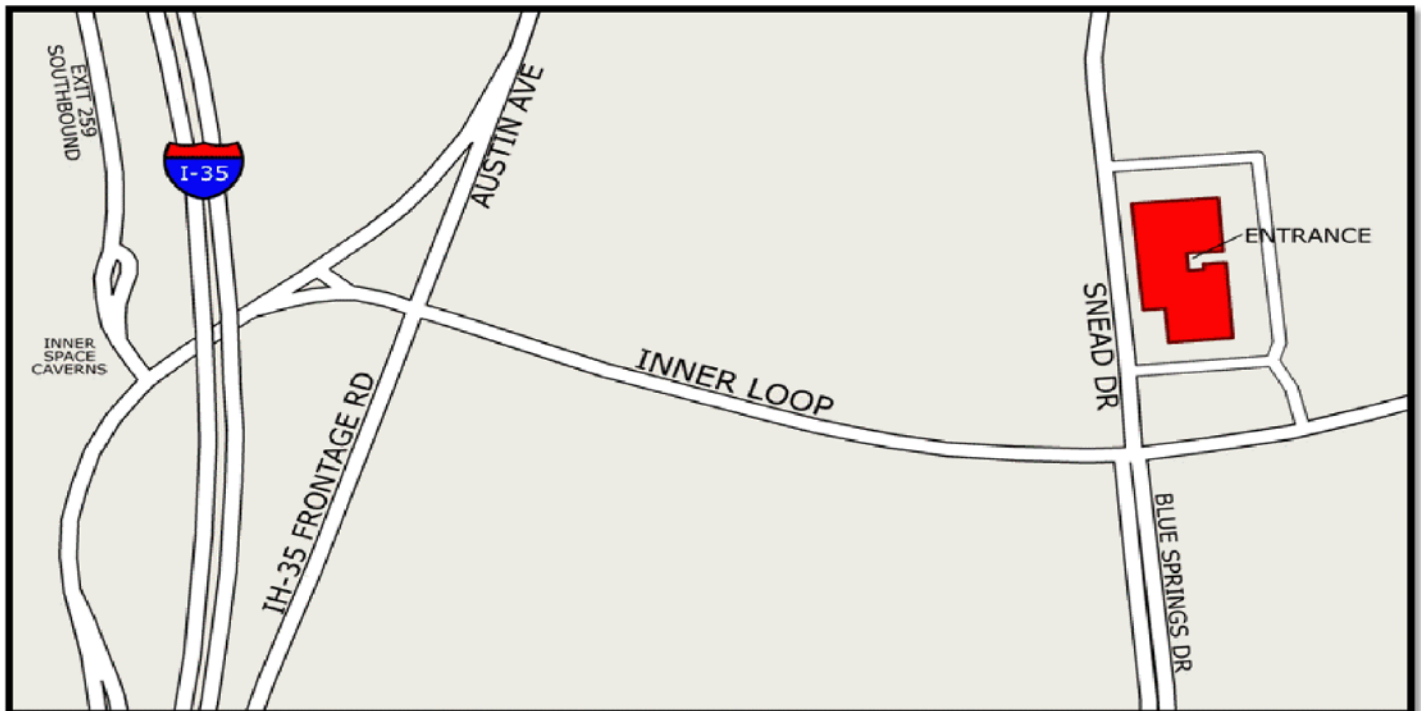
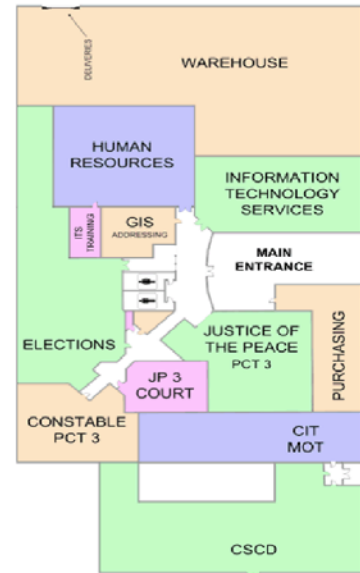
At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

**INNER LOOP ANNEX FLOOR PLAN**





|    | ESTIMATED QUANTITY<br>PER YEAR | DESCRIPTION OF PRODUCT                                                                                                                                                                                                                                                                                  | Vendor Catalog<br>Number | HOW<br>SUPPLIED<br>(50/box/ea<br>ch/100/cas | UNIT COST | COST PER BOX/CASE |
|----|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------|-----------|-------------------|
| 1  | 500 EA                         | 1 GALLON BIOHAZARD INFECTION WASTE BAGS; prefer 10 to 50 bags on a roll or in a bundle. Not more than 50 per package.                                                                                                                                                                                   |                          |                                             |           |                   |
| 2  | 500 EA                         | 10 GALLON BIOHAZARD INFECTION WASTE BAGS; prefer 10 to 50 bags on a roll or in a bundle. Not more than 50 per package.                                                                                                                                                                                  |                          |                                             |           |                   |
| 3  | 500 EA                         | 4 X 4 STERILE GAUZE                                                                                                                                                                                                                                                                                     |                          |                                             |           |                   |
| 4  | 2500 EA                        | 4" X 4" NON-STERILE SPONGES 8 PLY                                                                                                                                                                                                                                                                       |                          |                                             |           |                   |
| 5  |                                | 4-WAY STOPCOCK W/ SWIVEL MALE LUER LOCK                                                                                                                                                                                                                                                                 |                          |                                             |           |                   |
| 6  | 10 EA                          | AVIVA GLUCOMETER (NO SUBSTITUTES)                                                                                                                                                                                                                                                                       |                          |                                             |           |                   |
| 7  | 300 BOTTLES                    | AVIVA GLUCOMETER TEST STRIPS, BOTTLES (NO SUBSTITUTES)                                                                                                                                                                                                                                                  |                          |                                             |           |                   |
| 8  | 100 SETS                       | AVIVA GLUCOMETER, ACCURACY TESTING SUPPLIES (FOR ABOVE GLUCOMETER - SET TO TEST HIGH AND LOW RANGE)                                                                                                                                                                                                     |                          |                                             |           |                   |
| 9  | 400 EA                         | ADENOCARD 6mg / 2ml VIALS                                                                                                                                                                                                                                                                               |                          |                                             |           |                   |
| 10 | 200 EA                         | ALBUTEROL 0.083 % UNIT DOSE (30 DOSES PER BOX)                                                                                                                                                                                                                                                          |                          |                                             |           |                   |
| 11 | 200 BX                         | ALCOHOL PREP PADS @ 200 PER BOX                                                                                                                                                                                                                                                                         |                          |                                             |           |                   |
| 12 | 250 EA                         | AMIODARONE (or GENERIC - Bidder to specify which) 150MG / 3ML VIALS (w/ Benzyl Alcohol) IN DARK COLORED VIALS/BOTTLES TO PROTECT FROM LIGHT. NO AMPULES ACCEPTED                                                                                                                                        |                          |                                             |           |                   |
| 13 | 100 BTL                        | ASPIRIN, ADULT LOW DOSE, 81mg; CHEWABLE TABLETS.                                                                                                                                                                                                                                                        |                          |                                             |           |                   |
| 14 | 500 EA                         | ATROPINE 1MG/10ML, PFS (NEEDLELESS)                                                                                                                                                                                                                                                                     |                          |                                             |           |                   |
| 15 | 600 EA                         | ATROPINE 1MG/1ML VIAL                                                                                                                                                                                                                                                                                   |                          |                                             |           |                   |
| 16 | 25 EACH                        | BACK BOARDS - PEDI IMMOBILIZATION DEVICE; W/ VELCRO ATTACHMENTS                                                                                                                                                                                                                                         |                          |                                             |           |                   |
| 17 | 50 EA                          | BACK BOARDS - PEDI; PLASTIC W/O PINS. (Prefer a small version of an adult coffin board)                                                                                                                                                                                                                 |                          |                                             |           |                   |
| 18 | 50 EA                          | BACK BOARDS (PLASTIC) -ADULT - 72" L x (min.)16"W. W/ ADULT AND (MIN. OF 6) CHILD STRAPPING LOCATIONS. CONCAVE SHAPE PREFERRED. W/O SPEED CLIPS. W/ LARGE GLOVE COMPATABLE HANDHOLDS; MINIMUM 450 LBS. LOAD CAPACITY. GRAPHICS: Imprinted with "W C E M S" on top surface in minimum of 2 inch letters. |                          |                                             |           |                   |
| 19 | 1000 EA                        | BACKBOARD RESTRAINT STRAPS: TWO PIECE, 5 ft, LIMITED USE POLYPROPYLENE WOVEN MATERIAL, W/ PLASTIC SIDE RELEASE BUCKLE. W/ PERMANENT STOP ON END OF STRAP TO PREVENT IT FROM COMING OFF OF THE BUCKLE. (BLACK)                                                                                           |                          |                                             |           |                   |
| 20 | 1000 EA                        | BACKBOARD RESTRAINT STRAPS: TWO PIECE, 5 ft, LIMITED USE POLYPROPYLENE WOVEN MATERIAL, W/ PLASTIC SIDE RELEASE BUCKLE. W/ PERMANENT STOP ON END OF STRAP TO PREVENT IT FROM COMING OFF OF THE BUCKLE. (ORANGE)                                                                                          |                          |                                             |           |                   |
| 21 | 600 EA                         | BAG VALVE MASK WITH RESERVOIR-DISPOSABLE, ADULT WITH O2 TUBING (LATEX FREE) AMBU SPUR REQUIRED                                                                                                                                                                                                          |                          |                                             |           |                   |
| 22 | 200 EA                         | BAG VALVE MASK WITH RESERVOIR-DISPOSABLE, CHILD, WITH O2 TUBING (LATEX FREE) AMBU SPUR REQUIRED                                                                                                                                                                                                         |                          |                                             |           |                   |

Bidder's Name: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

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|    | ESTIMATED QUANTITY<br>PER YEAR | DESCRIPTION OF PRODUCT                                                                                                                                                                                              | Vendor Catalog<br>Number | HOW<br>SUPPLIED<br>(50/box/ea<br>ch/100/cas | UNIT COST | COST PER BOX/CASE |
|----|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------|-----------|-------------------|
| 23 | 100 EA                         | BAG VALVE MASK WITH RESERVOIR-DISPOSABLE, INFANT, WITH O2 TUBING (LATEX FREE) AMBU SPUR REQUIRED                                                                                                                    |                          |                                             |           |                   |
| 24 | 50 BX                          | "BAND-AID" BRAND ADHESIVE BANDAGES ; 3/4" X 3" FLEXIBLE FABRIC W/ NON-STICK PAD. (30 to 50 per box)                                                                                                                 |                          |                                             |           |                   |
| 25 | 100 EA                         | BED PANS, FRACTURE STYLE                                                                                                                                                                                            |                          |                                             |           |                   |
| 26 | 750 EA                         | BENADRYL (DIPHENHYDRAMINE - BIDDER TO SPECIFY WHICH) 50 MG / 1ML VIALS                                                                                                                                              |                          |                                             |           |                   |
| 27 |                                | BLANKETS - DISPOSABLE, POLYESTER, GRAY OR WHITE: 40" X 80" (Send Sample)                                                                                                                                            |                          |                                             |           |                   |
| 28 | 500 EA                         | BLANKETS - DISPOSABLE POLYESTER; COT, 60" X 90" APPROX. SIZE: WHITE OR GRAY. (Send Sample)                                                                                                                          |                          |                                             |           |                   |
| 29 | 500 EA                         | BLANKETS - DISPOSABLE, GRAY OR WHITE: POLYESTER KNIT W/ WATERPROOF POLY BACKING: TO BE USED AS PRIMARY BLANKET AND WEATHER/WIND RESISTANT LAYER - The Thicker the Better. Approximate 60" X 80" size. (Send sample) |                          |                                             |           |                   |
| 30 | 3000 EA                        | BLOOD COLLECTION TUBES ( <u>PLASTIC TUBES ONLY</u> ); GREEN TOP W/ 68 UNITS LITHIUM HEPRIN, 4 ML DRAW <u>GLASS TUBES WILL NOT BE ACCEPTED!</u>                                                                      |                          |                                             |           |                   |
| 31 | 3000 EA                        | BLOOD COLLECTION TUBES, ( <u>PLASTIC TUBES ONLY</u> ) - RED TOP, 5 ML DRAW <u>GLASS TUBES WILL NOT BE ACCEPTED!</u>                                                                                                 |                          |                                             |           |                   |
| 32 | 100 EA                         | BLOOD PRESSURE CUFF, ADULT: MABIS 508-01-149-011 ONLY                                                                                                                                                               |                          |                                             |           |                   |
| 33 | 25 EACH                        | BLOOD PRESSURE CUFF, ADULT: NON-LATEX                                                                                                                                                                               |                          |                                             |           |                   |
| 34 | 30 EA                          | BLOOD PRESSURE CUFF, CHILD: MABIS 508-01-149-015 ONLY                                                                                                                                                               |                          |                                             |           |                   |
| 35 | 50 EA                          | BLOOD PRESSURE CUFF, INFANT: MABIS 508-01-149-013                                                                                                                                                                   |                          |                                             |           |                   |
| 36 | 50 EA                          | BLOOD PRESSURE CUFF, LARGE ADULT: MABIS 508-01-149-016 ONLY                                                                                                                                                         |                          |                                             |           |                   |
| 37 | 25 EA                          | BLOOD PRESSURE CUFF, THIGH: MABIS 508-01-149-017 ONLY                                                                                                                                                               |                          |                                             |           |                   |
| 38 | 1000 EA                        | BLOOD TRANSFER DEVICE, HOLDER W/ PREATTACHED MULTIPLE SAMPLE <u>FEMALE</u> LUER ADAPTER (BECTON, DICKINSON, AND CO. only) REF. 364880 <u>To Draw Blood from Syringe</u>                                             |                          |                                             |           |                   |
| 39 | 1000 EA                        | BLOOD TRANSFER DEVICE, HOLDER W/ PREATTACHED MULTIPLE SAMPLE <u>MALE</u> LUER ADAPTER (BECTON, DICKINSON, AND CO. PREFERRED) <u>To Draw Blood from I.V. Catheter</u>                                                |                          |                                             |           |                   |
| 40 | 2000 EA                        | BLUNT CANNULA - PLASTIC; FOR NEEDLELESS IV USE. (BAXTER IV-3345)                                                                                                                                                    |                          |                                             |           |                   |
| 41 | 250 EA                         | BULB SYRINGE 2 OZ, STERILE IN SEALED PACKAGE. FOR NASAL AND ORAL ASPERATION IN NEWBORNS AND INFANTS.                                                                                                                |                          |                                             |           |                   |
| 42 | 200 EA                         | CALCIUM CHLORIDE 10%, 1gm/10ml VIAL SINGLE DOSE UNIT                                                                                                                                                                |                          |                                             |           |                   |
| 43 | 100 EA                         | CARPOJECT INJECTOR                                                                                                                                                                                                  |                          |                                             |           |                   |
| 44 | 250 EA                         | CHARCOAL, ACTIVATED, w/o Sorbital - 50 GM (BOTTLES ONLY)                                                                                                                                                            |                          |                                             |           |                   |
| 45 | 20 EA                          | CHILD TRANSPORT SEAT, "FERNO PEDI MATE"                                                                                                                                                                             |                          |                                             |           |                   |

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|    | ESTIMATED QUANTITY<br>PER YEAR | DESCRIPTION OF PRODUCT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Vendor Catalog<br>Number | HOW<br>SUPPLIED<br>(50/box/ea<br>ch/100/cas | UNIT COST | COST PER BOX/CASE |
|----|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------|-----------|-------------------|
| 46 | 1500 EA                        | CID - MULTI GRIP, ADULT ROUND, DISPOSABLE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |                                             |           |                   |
| 47 | 2000 EA                        | CLIP LOCK CANNULA, SAFELINE: TO BE SHIPPED IN BOXES OF 100. (PLASTIC)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                          |                                             |           |                   |
| 48 | 500 EA                         | CONFORMING ROLLER BANDAGE - STERILE 4" X 75"; individual wrapped                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                          |                                             |           |                   |
| 49 |                                | 3-set O2-RESQ™ SYSTEM. Includes Adult-Medium sized BiTrac ED™Mask, 72" Corrugated Anti-Asphyxia Circuit hose. 3-set Peep Valve 5.0, 7.5, 10.0 cm/h20 Valve and fixed flow generator (fixed flow Venturi device, Built in filter) Disposable, Latex free. Single Use. Pulmodyne Part Number 313-7056EA.                                                                                                                                                                                                                                                                     |                          |                                             |           |                   |
| 50 |                                | Patient Mask. Size: Adult-Large. BiTrac ED™ Mask. For use with Pulmodyne CPAP system. Multi-positioning; OmniClip™ with Silicone Forehead Pad. Head Strap -Attachment Clip to Mask. Disposable, Latex free. Single Use. Pulmodyne Part Number 313-7030EA.                                                                                                                                                                                                                                                                                                                  |                          |                                             |           |                   |
| 51 |                                | Patient Mask. Size: Adult-Small BiTrac ED™ Mask. For use with Pulmodyne CPAP system. Multi-positioning; OmniClip™ with Silicone Forehead Pad. Head Strap -Attachment Clip to Mask. Disposable, Latex free. Single Use. Pulmodyne Part Number 313-7028EA.                                                                                                                                                                                                                                                                                                                   |                          |                                             |           |                   |
| 52 |                                | T-Adapter. Disposable, Latex free. Single Use. Pulmodyne Part Number 313-2230EA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                          |                                             |           |                   |
| 53 |                                | OXYGEN QUICK DISCONNECT: W/OHMEDA MALE AND OHMEDA FEMALE QUICK CONNECT W/6 IN Pigtail<br>(example: Bound Tree part # 2320-10506)                                                                                                                                                                                                                                                                                                                                                                                                                                           |                          |                                             |           |                   |
| 54 |                                | <u>CONTINUOUS POSITIVE AIRWAY PRESSURE SYSTEM (CPAP):</u> SUPPLIED AS A SINGLE PATIENT UNIT, INCLUDING FACE MASK, HARNESS, OXYGEN SUPPLY TUBING AND FLOW ACCELERATOR W/ MINIMUM THREE SIZES AVAILABLE (SM, MED, & LG). THE UNIT MUST BE COMPLETELY SELF CONTAINED, PORTABLE AND DISPOSABLE (A SEPARATE PRESSURE GENERATOR IS UNACCEPTABLE), NO EXCEPTIONS. THE SYSTEM MUST BE "FULLY OPEN" TO ALLOW ORAL SUCTIONING AND APPLICATION OF NEBULIZED MEDICATIONS WITHOUT INTERRUPTION OF CPAP THERAPY IN ORDER TO PREVENT OR MINIMIZE POSITIVE END EXPIRATORY PRESSURE (PEEP). |                          |                                             |           |                   |
| 55 |                                | DESTROSE 25GM VIALS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          |                                             |           |                   |
| 56 | 1000 EA                        | DEXTROSE 25GM/50ML; PFS @ 10 to a Pack. (NEEDLELESS)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |                                             |           |                   |
| 57 | 100 EA                         | DILTIAZEM 25MG/5ML POWDER (NON REFRIGERATED) - as a kit with Normal Saline or Sterile Water for Dilutant. For Bolus use, not continuous infusion                                                                                                                                                                                                                                                                                                                                                                                                                           |                          |                                             |           |                   |
| 58 | 250 EA                         | DILTIAZEM 25MG/5ML REFRIGERATED VIALS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                          |                                             |           |                   |
| 59 |                                | DISPENSING PIN, MICRO PIN; FOR WITHDRAWAL OR INJECTION OF MEDICATION FROM RUBBER-STOPPERED VIALS. LUER LOCK CONNECTOR. LATEX FREE: B. BRAUN # 519-415019 ONLY                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                                             |           |                   |

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|----|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------|-----------|-------------------|
| 60 |                                | DISPENSING PIN, PLASTIC; FOR WITHDRAWAL OR INJECTION OF MEDICATION FROM RUBBER-STOPPERED VIALS, LUER LOCK CONNECTOR. LATEX FREE. PREFER 3/4" TO 1" PIN LENGTH (Send sample)                     |                          |                                             |           |                   |
| 61 |                                | DUAL CANNULA DEVICE W/O SYRINGE. WITH 2 CANNULAS IN ONE UNIT, STEEL CANNULA FOR SYRINGE FILLING & PLASTIC BLUNT CANNULA FOR ACCESS INTO A SPLIT SEPTUM.                                         |                          |                                             |           |                   |
| 62 | 1000 EA                        | DISPOSABLE SICKNESS (EMESIS) BAG, MEDLINE INDUSTRIES # NON70600 @ 25 per package NON LATEX <u>NO SUBSTITUTIONS.</u>                                                                             |                          |                                             |           |                   |
| 63 | 250 EA                         | DOPAMINE PREMIX 400MG / 250ML BAG                                                                                                                                                               |                          |                                             |           |                   |
| 64 | 10 EA                          | DRUG CASE, PELICAN HARD SIDED; INCLUDING CLEAR POCKETS W/ MULTI POCKET ELASTIC POUCHES ATTACHED TO LID TO STORE CONTENTS. SIZE = 20.5"L x 16.75"W x 8.5"D (OUTSIDE DIMENSIONS). COLOR = ORANGE. |                          |                                             |           |                   |
| 65 | 200 Pkg.                       | ECG ELECTRODES, PEDI; 10/PKG. AMBU BLUE SENSOR SP (REF: SP-OO-S/10) (Non-Latex)                                                                                                                 |                          |                                             |           |                   |
| 66 | 250 EA                         | EMESIS WASH BASINS, DISPOSABLE, LARGE "7 1/4 QUART" (NOT THE 500 CC BASINS)                                                                                                                     |                          |                                             |           |                   |
| 67 | 200 EA                         | EMS SHEARS with SAFETY BANDAGE TIP (PLASTIC TIP, such as Atwater Carey) 7 1/2" (No shorter)                                                                                                     |                          |                                             |           |                   |
| 68 | 200 EA                         | EMS SHEARS with SAFETY BANDAGE TIP (STRAIGHT METAL TIP, not bent) 7 1/2" (no shorter)                                                                                                           |                          |                                             |           |                   |
| 69 | 200 EA                         | EMS SHEARS with SAFETY BANDAGE TIP (w/ BANDAGE LIFTER TIP) 7 1/2" (no shorter)                                                                                                                  |                          |                                             |           |                   |
| 70 | 1500 EA                        | EPINEPHRINE 1:10,000 1MG/10ML; PFS @ 10 to a Package. (NEEDLELESS)                                                                                                                              |                          |                                             |           |                   |
| 71 | 250 EA                         | EPINEPHRINE 1:1000 1MG/1ML VIAL PREFERRED. SINGLE DOSE UNIT                                                                                                                                     |                          |                                             |           |                   |
| 72 | 250 EA                         | ESOPHAGEAL INTUBATION DETECTION DEVICE, AMBU TUBECHEK-B (BULB VERSION)                                                                                                                          |                          |                                             |           |                   |
| 73 | 200 EA                         | ET TUBE INTRODUCER, FLEXIBLE TUBING THAT WILL REMAIN IN DESIRED SHAPE WHILE BEING USED. 15fr. DIAMETER With BEND APPROX. 2CM FROM END AND MARKINGS TO INDICATE INTUBATION DEPTH. (send sample)  |                          |                                             |           |                   |
| 74 | 100 EA                         | ET TUBE INTRODUCER: FLEXIBLE TUBING THAT WILL REMAIN IN DESIRED SHAPE WHILE BEING USED. 10fr. DIAMETER With BEND APPROX. 2CM FROM END AND MARKINGS TO INDICATE INTUBATION DEPTH. (send sample)  |                          |                                             |           |                   |
| 75 | 250 EA                         | ET TUBE RESTRAINT, ADULT, (THOMAS BRAND STYLE) (NO SUBSTITUTES)                                                                                                                                 |                          |                                             |           |                   |
| 76 | 100 EA                         | ET TUBE RESTRAINT, CHILD, (THOMAS BRAND STYLE) (NO SUBSTITUTES)                                                                                                                                 |                          |                                             |           |                   |
| 77 | 100 EA                         | ET TUBE; CUFFED, SIZES - 6.0, 7.0, & 8.0mm (without expiration dates) (LATEX FREE)                                                                                                              |                          |                                             |           |                   |
| 78 | 100 EA                         | ET TUBE, UNCUFFED: SIZE 2.0 WITH NO GREATER THAN 2.7MM OD (SUNMED, MURPHY TUBE)                                                                                                                 |                          |                                             |           |                   |
| 79 | 100 EA                         | ET TUBE; UNCUFFED, SIZE RANGES - 3.5,4.0,4.5,5.0 & 5.5mm (without expiration dates) (LATEX FREE)                                                                                                |                          |                                             |           |                   |
| 80 | 500 EA                         | EXTRICATION COLLAR, "THE X COLLAR" by EmeGEAR, LLC                                                                                                                                              |                          |                                             |           |                   |
| 81 | 200 EA                         | EXTRICATION COLLAR, 2 PIECE FOR INFANT/PEDIATRIC PATIENTS (UNDER 20KG) NOT STANDARD "PHILLY" COLLARS.                                                                                           |                          |                                             |           |                   |

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| 82  | 200 EA                         | EXTRICATION CERVICAL COLLAR, HARD PLASTIC; ADJUSTABLE: INFANT AND PEDI. (AMBU)                                                                           |                          |                                             |           |                   |
| 83  | 500 EA                         | EXTRICATION CERVICAL COLLAR, HARD PLASTIC; 16 SIZE - ADJUSTABLE: ADULT (AMBU)                                                                            |                          |                                             |           |                   |
| 84  | 750 EACH                       | FENTANYL: 0.05MG/ML IN 2ML AMPULE (total 100mcg. per ampule)                                                                                             |                          |                                             |           |                   |
| 85  | 500 EA                         | FLUIDSHIELD MASK WITH VISOR                                                                                                                              |                          |                                             |           |                   |
| 86  |                                | GLOVES, POWDER FREE; NON-LATEX. SIZES: XTRA SMALL THRU XXXTRA LARGE. MUST MEET OR EXCEED EMERGENCY MEDICAL GLOVE REQUIREMENTS OF NFPA 1999, 2003 EDITION |                          |                                             |           |                   |
| 87  | 200 BOXES EACH                 | GLOVES, POWDER FREE-CHLOROPRENE, NEOPRO EC: SIZES: XTRA SMALL THRU XXXTRA LARGE (Must be MICROFLEX Brand, no substitution allowed)                       |                          |                                             |           |                   |
| 88  | 200 EA                         | GLUCAGEN (GLUCAGON) AS A BOXED SET W/ 1 MG VIAL (POWDER) AND 1ML VIAL STERILE WATER FOR RECONSTITUTION (BEDFORD LABS NDC 55390-004-01)                   |                          |                                             |           |                   |
| 89  | 5000 EA                        | HAND SANITIZER, ANTISEPTIC TOWELETTES W/ 0.5% CHLOROXYLENOL (VIONEX, by METREX ONLY) reorder # 10-1510 NO SUBSTITUTIONS                                  |                          |                                             |           |                   |
| 90  | 250 EA                         | HAND SANITIZER, PURELL INSTANT LIQUID (with Moisturizer) by GOJO, IN 2 OZ. BOTTLES ONLY (not 4 oz.) NO SUBSTITUTIONS                                     |                          |                                             |           |                   |
| 91  | 200 EA                         | HUBER NEEDLE, SURECAN SAFETY W/ PASSIVE SAFETY CLIP: 20 Ga. X 1 in. (REF. NUMBER 471745) by B. BRAUN - NO SUBSTITUTIONS                                  |                          |                                             |           |                   |
| 92  | 3000 EA                        | I.V. ADMIN. SET 15 GTT. WITH 1 SAFELINE INJECTION SITE AND I CLAVE INJECTION SITE. approx. 100" LENGTH (Latex Free)                                      |                          |                                             |           |                   |
| 93  | 250 EA                         | I.V. ADMIN. SET 60 GTT W/ 1 CLAVE INJECTION SITE (Latex Free)                                                                                            |                          |                                             |           |                   |
| 94  | 200 EA                         | I.V. CATHETER 10ga X 3"; BD ANGIOCATH                                                                                                                    |                          |                                             |           |                   |
| 95  | 200 EA                         | I.V. CATHETER 12ga X 3"; BD ANGIOCATH                                                                                                                    |                          |                                             |           |                   |
| 96  | 30 BX                          | I.V. CATHETER 14 GA X 1.25"; PROTECTIV (by CRITIKON)                                                                                                     |                          |                                             |           |                   |
| 97  | 10 BX                          | I.V. CATHETER 14 GA X 1.25"; JELCO CONVENTIONAL CATHETER                                                                                                 |                          |                                             |           |                   |
| 98  | 100 BX                         | I.V. CATHETER 16 GA X 1.25"; PROTECTIV (by CRITIKON)                                                                                                     |                          |                                             |           |                   |
| 99  | 100 BX                         | I.V. CATHETER 18 GA X 1.25"; PROTECTIV (by CRITIKON)                                                                                                     |                          |                                             |           |                   |
| 100 | 100 BX                         | I.V. CATHETER 20 GA X 1.25"; PROTECTIV (by CRITIKON)                                                                                                     |                          |                                             |           |                   |
| 101 | 30 BX                          | I.V. CATHETER 22 GA X 1.00"; PROTECTIV (by CRITIKON)                                                                                                     |                          |                                             |           |                   |
| 102 | 30 BX                          | I.V. CATHETER 24 GA X .75"; PROTECTIV (by CRITIKON)                                                                                                      |                          |                                             |           |                   |
| 103 |                                | IV CATHETER, "VANISHING POINT" STYLE, WITH SPRING-LOADED PUSH-BUTTON NEEDLE RETRACTION. PREFER 14 ga. TO 24 ga. CATHS. VENDOR TO STATE SIZES AVAILABLE.  |                          |                                             |           |                   |

Bidder's Name: \_\_\_\_\_

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|     | ESTIMATED QUANTITY<br>PER YEAR | DESCRIPTION OF PRODUCT                                                                                                                                                                                            | Vendor Catalog<br>Number | HOW<br>SUPPLIED<br>(50/box/ea<br>ch/100/cas | UNIT COST | COST PER BOX/CASE |
|-----|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------|-----------|-------------------|
| 104 | 4000 EA                        | I.V. INJECTION SITE TUBING, with REMOVEABLE CLAVE INJECTION SITE; 7" LENGTH; <u>LARGE BORE only</u><br>(example: B. BRAUN MEDICAL "NF 1322" style) (Latex Free)                                                   |                          |                                             |           |                   |
| 105 | 100 EA                         | I.V. PRESSURE INFUSER BAG W/ GAUGE, DISPOSABLE: for 1000cc Bags.                                                                                                                                                  |                          |                                             |           |                   |
| 106 | 200 EA                         | INFECTION ISOLATION KIT, UNI-SIZE WITH LONG SLEEVED PERSONAL PROTECTIVE GOWN, N-95 TYPE MASK (universal size), HEAD BOUFFANT, SHOE COVERS, AND INFECTIOUS WASTE BAG IN A PROTECTIVE BAG OR POUCH. (COMERCIAL KIT) |                          |                                             |           |                   |
| 107 | 1200 EA                        | INSTANT GLUCOSE 15 GRAMS (TUBE ONLY)                                                                                                                                                                              |                          |                                             |           |                   |
| 108 | 400 EA                         | INSTANT ICE PACKS 6" X 9"                                                                                                                                                                                         |                          |                                             |           |                   |
| 109 | 300 EA                         | IPRATROPIUM BROMIDE (ATROVENT - BIDDER TO SPECIFY WHICH) 0.02 % IN 2.5 ML UNIT DOSE                                                                                                                               |                          |                                             |           |                   |
| 110 | 50 EA                          | KING LTS-D AIRWAY, SIZE 3 W/ YELLOW CONNECTOR - KLTSD403 (Tube only, not a kit)                                                                                                                                   |                          |                                             |           |                   |
| 111 | 100 EA                         | KING LTS-D AIRWAY, SIZE 4 W/ RED CONNECTOR - KLTSD404 (Tube only, not a kit)                                                                                                                                      |                          |                                             |           |                   |
| 112 | 50 EA                          | KING LTS-D AIRWAY, SIZE 5 W/ PURPLE CONNECTOR - KLTSD405 (Tube only, not a kit)                                                                                                                                   |                          |                                             |           |                   |
| 113 |                                | KING LTS-D AIRWAY, ASSORTED SIZES; KIT                                                                                                                                                                            |                          |                                             |           |                   |
| 114 | 25 BX                          | K Y JELLY .09 OZ FOIL PACK                                                                                                                                                                                        |                          |                                             |           |                   |
| 115 | 10 EA                          | KENDRICK EXTRICATION DEVICE, such as FERNO MODEL 125                                                                                                                                                              |                          |                                             |           |                   |
| 116 | 75 BX                          | LANCETS - SINGLE USE WITH AUTOMATIC SPRING LOADED LANCET RETRACTION AFTER USE<br>(Surgilance One-Step safety lancet SLN 240100 {ORANGE} ) - NO SUBSTITUTIONS                                                      |                          |                                             |           |                   |
| 117 | 10 EA                          | LARYNGOSCOPE HANDLE, RUSCH, LARGE                                                                                                                                                                                 |                          |                                             |           |                   |
| 118 | 10 EA                          | LARYNGOSCOPE HANDLE, RUSCH, SMALL                                                                                                                                                                                 |                          |                                             |           |                   |
| 119 | 600 EA                         | LIDOCAINE (XYLOCAINE - Bidder to specify which) 2% 100MG/5ML; PFS (NEEDLELESS)                                                                                                                                    |                          |                                             |           |                   |
| 120 |                                | LIDOCAINE 2%: 100MG VIAL                                                                                                                                                                                          |                          |                                             |           |                   |
| 121 | 100 EA                         | LIDOCAINE PREMIX: 2GM/500ML CONCENTRATION IN 500ML. BAGS                                                                                                                                                          |                          |                                             |           |                   |
| 122 | 25 EA                          | MAGILL FORCEPS, ADULT                                                                                                                                                                                             |                          |                                             |           |                   |
| 123 | 25 EA                          | MAGILL FORCEPS, PEDI                                                                                                                                                                                              |                          |                                             |           |                   |
| 124 | 150 EA                         | MAGNESIUM SULFATE PREMIX, 4GM/50ML CONCENTRATION IN 50ML. BAGS ONLY                                                                                                                                               |                          |                                             |           |                   |
| 125 |                                | MAGNESIUM SULFATE, 1 GM VIALS                                                                                                                                                                                     |                          |                                             |           |                   |
| 126 | 100 EA                         | MALE URINAL, PLASTIC                                                                                                                                                                                              |                          |                                             |           |                   |

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|     | ESTIMATED QUANTITY<br>PER YEAR | DESCRIPTION OF PRODUCT                                                                                                                                                                                                            | Vendor Catalog<br>Number | HOW<br>SUPPLIED<br>(50/box/ea<br>ch/100/cas | UNIT COST | COST PER BOX/CASE |
|-----|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------|-----------|-------------------|
| 127 | 200 EA                         | MELKER EMERGENCY CRICOTHYROTOMY CATHETER SET, CUFFED, W/ 5MM AIRWAY CATHETER INNER DIAMETER. (GPN # G26924; REORDER #: C-TCCSB-500-SPOPS) NO SUBSTITUTIONS. (SPECIAL OPERATIONS SETS, CUSTOM PACKAGED IN SLIP PEEL-POUCH DESIGN.) |                          |                                             |           |                   |
| 128 | 250 EA                         | METHYLPREDNISOLONE (SOLUMEDROL) 125 mg/2 ML ACT-O-VIAL WITH STERILE WATER DILUENT (SELF CONTAINED UNIT)                                                                                                                           |                          |                                             |           |                   |
| 129 | 200 EA                         | MULTI TRAUMA DRESSING 10" X 30"                                                                                                                                                                                                   |                          |                                             |           |                   |
| 130 | 200 EA                         | N95 COMPLIANT FACE MASK, MEDIUM: that meets or exceeds CDC and NIOSH requirements for Tuberculosis protection.                                                                                                                    |                          |                                             |           |                   |
| 131 | 5 EA                           | N95 FIT TEST KIT (to match above masks).                                                                                                                                                                                          |                          |                                             |           |                   |
| 132 | 100 BX                         | NAIL POLISH REMOVER PACKS                                                                                                                                                                                                         |                          |                                             |           |                   |
| 133 | 750 EA                         | NALOXONE (NARCAN - Bidder to specify which) 2MG/2ML; PFS (NEEDLELESS)                                                                                                                                                             |                          |                                             |           |                   |
| 134 |                                | NALOXONE (NARCAN - Bidder to specify which) 2MG/2ML FLIP TOP VIAL                                                                                                                                                                 |                          |                                             |           |                   |
| 135 | 4000 EA                        | NASAL CANNULA, ADULT, CURVED TIP (LATEX FREE)                                                                                                                                                                                     |                          |                                             |           |                   |
| 136 | 100 EA                         | NASOPHARYNGEAL AIRWAYS, SIZE RANGES - #14, 18, 20, 22, 24, 26, 30, 32, & 36 (non sterile, w/o expiration dates) ROUSH BRAND #'s 123114 THRU 123136 (Latex Free)                                                                   |                          |                                             |           |                   |
| 137 |                                | NEEDLE, 21ga. X 1"; LUER LOCK, W/ BD SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED POINT SAFETY NEEDLE (NO SUBSTITUTION)                                                                                                     |                          |                                             |           |                   |
| 138 | 1000 EA                        | NEEDLE, 21ga. X 1.5"; LUER LOCK, W/ BD SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED POINT SAFETY NEEDLE (NO SUBSTITUTION)                                                                                                   |                          |                                             |           |                   |
| 139 | 2500 EA                        | NEEDLE, 25 ga. X 5/8"; LUER LOCK, W/ BD SAFETYGLYDE OR KENDALL MONOJECT MAGELLAN PROTECTED POINT SAFETY NEEDLE (NO SUBSTITUTION)                                                                                                  |                          |                                             |           |                   |
| 140 | 100 EA                         | NEOTECH MECONIUM ASTIRATOR, DISPOSABLE (CAT# N0101)                                                                                                                                                                               |                          |                                             |           |                   |
| 141 |                                | NITRO -BID FOILPAKS: NDC 0168-0326-08                                                                                                                                                                                             |                          |                                             |           |                   |
| 142 | 200 EACH                       | NITRO TABLETS, 0.4mg @ 25 per bottle. EACH BOTTLE TO BE INDIVIDUALLY PACKAGED SO AS TO BE IDENTIFIED WHEN OPENED.                                                                                                                 |                          |                                             |           |                   |
| 143 | 10000 EA                       | NON REBREATHING MASK (TOTAL) ADULT, WITH RESERVOIR & TUBING (LATEX FREE)                                                                                                                                                          |                          |                                             |           |                   |
| 144 | 1000 EA                        | NON REBREATHING MASK, PEDI; WITH RESERVOIR AND TUBING (LATEX FREE)                                                                                                                                                                |                          |                                             |           |                   |
| 145 | 500 EA                         | NORMAL SALINE FOR INJECTION, 0.9%; 10 ML SINGLE DOSE VIAL                                                                                                                                                                         |                          |                                             |           |                   |
| 146 | 5000 EA                        | NORMAL SALINE, 0.9%, PREFILLED SYRINGE, 5ML VOLUME IN 5ML SYRINGE (LUER LOCK)                                                                                                                                                     |                          |                                             |           |                   |
| 147 |                                | NORMAL SALINE, 100 CC BAGS (BAXTER 2B1307; NDC 0338-0049-48)                                                                                                                                                                      |                          |                                             |           |                   |
| 148 | 2000 EA                        | NORMAL SALINE, 1000 CC BAGS                                                                                                                                                                                                       |                          |                                             |           |                   |
| 149 | 2000 EA                        | NORMAL SALINE, 500 CC BAGS                                                                                                                                                                                                        |                          |                                             |           |                   |

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|     | ESTIMATED QUANTITY<br>PER YEAR | DESCRIPTION OF PRODUCT                                                                                                                                                                                                                  | Vendor Catalog<br>Number | HOW<br>SUPPLIED<br>(50/box/ea<br>ch/100/cas | UNIT COST | COST PER BOX/CASE |
|-----|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------|-----------|-------------------|
| 150 | 150 EA                         | NUBAIN; 10MG/1ML VIAL -NOT AMPULES                                                                                                                                                                                                      |                          |                                             |           |                   |
| 151 | 50 EA                          | OB KIT, W/ SEALED POUCH AND CARDBOARD BOX CONTAINER. MORRISON MEDICAL PRODUCTS (stock # 0967NL) ONLY, NO SUBSTITUTIONS.                                                                                                                 |                          |                                             |           |                   |
| 152 | 100 EA                         | ORAL PHARYNGEAL AIRWAYS - SIZE RANGES: 50,60,70, 80,& 100, MM (Latex Free)                                                                                                                                                              |                          |                                             |           |                   |
| 153 | 200 EA                         | OXYGEN - <u>BAG VALVE MASK TO NEBULIZER CONNECT KIT</u> : to CONTAIN ALL COMPONENTS NEEDED TO SUPPLY NEBULIZED MEDICATIONS TO NON-BREATHING PATIENTS VIA A BAG VALVE MASK (resuscitator). (EMERGENCY MEDICAL PRODUCTS # "EMPNEB1" ONLY) |                          |                                             |           |                   |
| 154 | 100 EA                         | OXYGEN: "D" CYLINDER WRENCH, SMALL, ALUMINUM ONLY (NOT PLASTIC)                                                                                                                                                                         |                          |                                             |           |                   |
| 155 | 50 EA                          | OXYGEN: "K" CYLINDER REGULATOR WRENCH, ALUMINUM, (w/ slotted mounting holes)                                                                                                                                                            |                          |                                             |           |                   |
| 156 | 25 EA                          | OXYGEN: CYLINDER SLEEVE, SOFT BAG, WITH VELCRO ATTACHMENTS TO FIT "D" CYL.                                                                                                                                                              |                          |                                             |           |                   |
| 157 | 50 EA                          | OXYGEN: PRECISION FLOW CONTROL VALVE/ FIXED FLOW RATE SETTINGS; (0-25 LPM) with PREATTACHED MALE QUICK CONNECT FITTING W/ 1/8" MALE PIPE FOR AMBULANCE WALL MOUNTING (NOT FLOW TUBE).                                                   |                          |                                             |           |                   |
| 158 | 30 EA                          | OXYGEN: FLOW METER; <u>REPLACEMENT OXYGEN TREE</u> - PLASTIC                                                                                                                                                                            |                          |                                             |           |                   |
| 159 | 500 EA                         | OXYGEN: <u>NEBULIZER W/ MASK - CHILD SIZE</u> (HUDSON RCI # 1886, 1707, or 1713 ONLY) (Latex Free)                                                                                                                                      |                          |                                             |           |                   |
| 160 | 500 EA                         | OXYGEN: <u>NEBULIZER W/ MASK - ADULT SIZE</u> (HUDSON RCI # 1885, 1706, or 1710 ONLY) (Latex Free)                                                                                                                                      |                          |                                             |           |                   |
| 161 | 400 EA                         | OXYGEN: <u>NEBULIZER, WITH TUBING, MOUTH PIECE, OXYGEN SUPPLY TUBE, AND RESERVOIR TUBE.</u> (HUDSON MICROMIST KIT # 1883 only) (Latex Free)                                                                                             |                          |                                             |           |                   |
| 162 |                                | OXYGEN, <u>PRESSURE REGULATOR FOR "D" SIZE TANK</u> , 0-25 LPM CONSTANT FLOW - STANDARD BARB; W/ 1 STANDARD DISS OUTLET WITH CHECK VALVE, BRASS CORE FOR REDUCED WEIGHT; WITH                                                           |                          |                                             |           |                   |
| 163 | 50 EA                          | OXYGEN: <u>PRESSURE REGULATOR FOR "D" SIZE TANK</u> , 0-25 LPM CONSTANT FLOW NON ALUMINUM CONSTRUCTION W/ PROTECTED CONTENTS GAUGE, W/ 5 YEAR OR LONGER WARRANTY (example = LSP RHINO BRASS REGULATOR)                                  |                          |                                             |           |                   |
| 164 | 10 EA                          | OXYGEN: <u>PRESSURE REGULATOR</u> , HIGH FLOW; FOR "K" - SIZE OXYGEN TANKS ON TRUCKS.                                                                                                                                                   |                          |                                             |           |                   |
| 165 | 1000 EA                        | OXYGEN: <u>SUPPLY TUBING</u> , UNIVERSAL (APPROX. 7 feet length)                                                                                                                                                                        |                          |                                             |           |                   |
| 166 | 500 EA                         | PARA SHIELD FACE SHIELD WITH MASK                                                                                                                                                                                                       |                          |                                             |           |                   |
| 167 | 400 EA                         | PENLIGHT, DISPOSABLE:W/ POCKET CLIP AND WHITE LIGHT.                                                                                                                                                                                    |                          |                                             |           |                   |
| 168 |                                | PHILIPS EtCO2 ADULT SENSOR, NON-INTUBATED, M2526A                                                                                                                                                                                       |                          |                                             |           |                   |
| 169 |                                | PHILIPS EtCO2 PEDI SENSOR, NON INTUBATED; M2524A                                                                                                                                                                                        |                          |                                             |           |                   |
| 170 |                                | PHILIPS EtCO2 SENSOR, ADULT/PEDI INTUBATED; M1920                                                                                                                                                                                       |                          |                                             |           |                   |
| 171 |                                | PHILIPS EtCO2 SENSOR, NEONATE/INFANT INTUBATED M1923                                                                                                                                                                                    |                          |                                             |           |                   |

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|     | ESTIMATED QUANTITY<br>PER YEAR | DESCRIPTION OF PRODUCT                                              | Vendor Catalog<br>Number | HOW<br>SUPPLIED<br>(50/box/ea<br>ch/100/cas | UNIT COST | COST PER BOX/CASE |
|-----|--------------------------------|---------------------------------------------------------------------|--------------------------|---------------------------------------------|-----------|-------------------|
| 172 |                                | PHILIPS MRX; EXTERNAL MULTIFUNCTION CABLES; PLUG STYLE W/ Q-CPR     |                          |                                             |           |                   |
| 173 |                                | PHILIPS MRX; Q-CPR COMPRESSION SENSOR                               |                          |                                             |           |                   |
| 174 |                                | PHILIPS MRX; Q-CPR REPLACEMENT ADHESIVE PADS                        |                          |                                             |           |                   |
| 175 |                                | PHILIPS MRX; CHEST ECG CABLE SET W/ 5 WIRE GRABBERS                 |                          |                                             |           |                   |
| 176 |                                | PHILIPS MRX; LIMB ECG CABLE SET W/ 5 WIRE GRABBERS                  |                          |                                             |           |                   |
| 177 |                                | PHILIPS MRX; 10 LEAD ECG TRUNK CABLE, 12 PIN CONNECTOR: SHORT CABLE |                          |                                             |           |                   |
| 178 |                                | PHILIPS RX; AC POWER MODULE                                         |                          |                                             |           |                   |
| 179 |                                | PHILIPS MRX; ECG 75MM CHEMICAL THERMAL PAPER (80 ROLLS/CASE)        |                          |                                             |           |                   |
| 180 |                                | PHILIPS MRX; LITHIUM ION BATTERY MODULE                             |                          |                                             |           |                   |
| 181 |                                | PHILIPS MRX; MBP INTERCONNECT TUBING, 1.5M                          |                          |                                             |           |                   |
| 182 |                                | PHILIPS MRX; NON-INTUBATED CIRCUIT, ADULT                           |                          |                                             |           |                   |
| 183 |                                | PHILIPS MRX; NON-INTUBATED CIRCUIT, PEDI                            |                          |                                             |           |                   |
| 184 |                                | PHILIPS MRX; REUSABLE SpO2 SENSOR, ADULT FINGER                     |                          |                                             |           |                   |
| 185 |                                | PHILIPS MRX; REUSABLE SpO2 SENSOR, PEDI/SMALL ADULT FINGER          |                          |                                             |           |                   |
| 186 |                                | PHILIPS MRX; SpO2 DISPOSABLE SENSOR: ADULT/PEDI                     |                          |                                             |           |                   |
| 187 |                                | PHILIPS MRX; SpO2 DISPOSABLE SENSOR: NEONATE/INFANT                 |                          |                                             |           |                   |
| 188 |                                | PHILIPS MRX; TEST LOAD FOR USE W/ M3506A                            |                          |                                             |           |                   |
| 189 |                                | PHILIPS NBP, INFANT NON-DISPOSABLE: SIZE RANGE 10-19CM              |                          |                                             |           |                   |
| 190 |                                | PHILIPS NBP, PEDI NON-DISPOSABLE: SIZE RANGE 18-26CM                |                          |                                             |           |                   |
| 191 |                                | PHILIPS NBP, ADULT NON-DISPOSABLE: SIZE RANGE 25-35CM               |                          |                                             |           |                   |
| 192 |                                | PHILIPS NBP, LARGE ADULT NON-DISPOSABLE: SIZE RANGE 33-47CM         |                          |                                             |           |                   |
| 193 |                                | PHILIPS NBP, THIGH NON-DISPOSABLE: SIZE RANGE 46-66CM               |                          |                                             |           |                   |
| 194 |                                | PHILIPS NECLOR SpO2 ADAPTER CABLE                                   |                          |                                             |           |                   |
| 195 |                                | PHILIPS MULTI FUNCTION ELECTRODE PADS, ADULT PLUS                   |                          |                                             |           |                   |

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|     | ESTIMATED QUANTITY<br>PER YEAR | DESCRIPTION OF PRODUCT                                                                                                                                                                                | Vendor Catalog<br>Number | HOW<br>SUPPLIED<br>(50/box/ea<br>ch/100/cas | UNIT COST | COST PER BOX/CASE |
|-----|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------|-----------|-------------------|
| 196 |                                | PHILIPS MULTI FUNCTION ELECTRODE PADS, PEDI PLUS                                                                                                                                                      |                          |                                             |           |                   |
| 197 |                                | PHILIPS HEARTSTART FR-2+ AED, REPLACEMENT BATTERY                                                                                                                                                     |                          |                                             |           |                   |
| 198 | 2000 EA                        | PILLOW CASES, DISPOSABLE - PAPER COVERED PATIENT SIDE W/ FLUID RESISTANT BARRIER                                                                                                                      |                          |                                             |           |                   |
| 199 | 1000 EA                        | PILLOWS, DISPOSABLE: (large size) 24 oz. or larger. Send sample.                                                                                                                                      |                          |                                             |           |                   |
| 200 | 100 EA                         | PILLOWS, DISPOSABLE; INFLATEABLE                                                                                                                                                                      |                          |                                             |           |                   |
| 201 | 150 EA                         | PITOCIN (OXYTOCIN) 10 UNITS VIAL Non Refrigerated Style only                                                                                                                                          |                          |                                             |           |                   |
| 202 | 50 BX                          | PROVIDINE IODINE PREP PADS                                                                                                                                                                            |                          |                                             |           |                   |
| 203 | 30 EA                          | RAINCOATS W/ HOODS AND EMS LOGO, 48" PVC VINYL or longer: Sizes - Sm to XXL; COLOR YELLOW.                                                                                                            |                          |                                             |           |                   |
| 204 | 500 EA                         | RAZOR, SHAVE PREP, 2 SIDED, NON STERILE, FIXED HEAD Medline # DYND70835H ONLY. NO SUBSTITUTIONS                                                                                                       |                          |                                             |           |                   |
| 205 | 20 EA                          | REPLACEMENT MANOMETER, FOR BP CUFF                                                                                                                                                                    |                          |                                             |           |                   |
| 206 | 10 EA                          | RING CUTTER                                                                                                                                                                                           |                          |                                             |           |                   |
| 207 | 100 EACH                       | ROCURONIUM 10MG/ML IN 10ML VIALS (TOTAL 100MG PER VIAL)                                                                                                                                               |                          |                                             |           |                   |
| 208 | 100 EA                         | SALEM SUMP TUBES, DOUBLE LUMEN, SIZES: 12FR and 18FR. (w/o expiration date). (Latex Free) NOT LEVIN TUBE!                                                                                             |                          |                                             |           |                   |
| 209 | 10 EA                          | SCOOP STRETCHER: FERNO MODEL 65                                                                                                                                                                       |                          |                                             |           |                   |
| 210 | 500 EA                         | SHARPS CONTAINER - 5 QUART, KENDALL SHARPS-A-GATOR, POINT OF USE: SHARPS CONTAINMENT SYSTEM (#4838)                                                                                                   |                          |                                             |           |                   |
| 211 | 500 EA                         | SHARPS CONTAINER - 8 QUART, KENDALL SHARPS-A-GATOR POINT OF USE: SHARPS CONTAINMENT SYSTEM                                                                                                            |                          |                                             |           |                   |
| 212 | 50 EA                          | SHARPS CONTAINER HIDDEN BRACKET W/ INDIVIDUAL KEY - TO FIT KENDALL, SHARPS-A-GATOR SYSTEM: (#4841-HK)                                                                                                 |                          |                                             |           |                   |
| 213 | 1000 EA                        | SHARPS SHUTTLE, by SAGE: SINGLE USE CONTAINERS (1" X 6")                                                                                                                                              |                          |                                             |           |                   |
| 214 | 500 EA                         | SODIUM BICARB. 8.4 % 50 ML; (NEEDLELESS) W/ LUER LOCK PFS                                                                                                                                             |                          |                                             |           |                   |
| 215 |                                | SODIUM BICARB. 8.4 % 50 ML FLIP TOP VIAL                                                                                                                                                              |                          |                                             |           |                   |
| 216 | 100 EA                         | SOFT TIP SUCTION CATHETERS; SIZES 8FR, 10, 14FR, & 18FR. (without expiration date)                                                                                                                    |                          |                                             |           |                   |
| 217 | 100 ea                         | SPLINT, MULTI-PURPOSE EMERGENCY.WATERPROOF, MALLEABLE POLYVINYL/ALUMINUM CONSTRUCTION, WASHABLE, REUSEABLE, X-RAY TRANSLUCENT WITH USE INSTRUCTIONS PRINTED ON SPLINT (ORIGINAL Sam Splint PREFERRED) |                          |                                             |           |                   |
| 218 | 200 EA                         | SPLINTS 15"-18", PADDED WOOD BOARD (not I.V. Arm Board)                                                                                                                                               |                          |                                             |           |                   |

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|     | ESTIMATED QUANTITY<br>PER YEAR | DESCRIPTION OF PRODUCT                                                                                                                                                                              | Vendor Catalog<br>Number | HOW<br>SUPPLIED<br>(50/box/ea<br>ch/100/cas | UNIT COST | COST PER BOX/CASE |
|-----|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------|-----------|-------------------|
| 219 | 200 EA                         | SPLINTS 36", PADDED WOOD BOARD                                                                                                                                                                      |                          |                                             |           |                   |
| 220 | 200 EA                         | SPLINTS 54", PADDED WOOD BOARD                                                                                                                                                                      |                          |                                             |           |                   |
| 221 | 200 EA                         | SPLINTS 9", PADDED I.V. ARM BOARD                                                                                                                                                                   |                          |                                             |           |                   |
| 222 |                                | STERILE WATER FOR INJECTION, 10ML VIAL                                                                                                                                                              |                          |                                             |           |                   |
| 223 | 1000 EA                        | STERILE WATER FOR IRRIGATION, not for INJECTION: 250 CC BOTTLES BAXTER 2F7112 (NDC # 0338-0004-02)                                                                                                  |                          |                                             |           |                   |
| 224 | 100 EA                         | STETHOSCOPE DUAL HEAD, GENERIC                                                                                                                                                                      |                          |                                             |           |                   |
| 225 | 100 EA                         | STETHOSCOPE, PEDIATRIC SERIES                                                                                                                                                                       |                          |                                             |           |                   |
| 226 | 25 EA                          | STRETCHER NET FOR FERNO MODEL 93 ES (HARTWELL MEDICAL CATCH ALL - only)                                                                                                                             |                          |                                             |           |                   |
| 227 | 100 EA                         | STRETCHER REPLACEMENT STRAP; TO SECURE WAIST AND FEET/LEGS. 2 PIECE, MINIMUM 80" EXTENDED LENGTH. (BLACK)                                                                                           |                          |                                             |           |                   |
| 228 | 50 EA                          | STRETCHER REPLACEMENT STRAP; CHEST HARNESS STRAP w/ SHOULDER STRAPS. BOTH SIDES OF CHEST HARNESS STRAPS MUST BE ADJUSTABLE. (BLACK)                                                                 |                          |                                             |           |                   |
| 229 | 5000 EA                        | STRETCHER SHEET, FLAT TOP W/ POLY BACKING FOR FLUID BARRIER; DISPOSABLE: APPROX. 40" X 90" .                                                                                                        |                          |                                             |           |                   |
| 230 |                                | STRETCHER SHEET W/ POLY BACKING, TO FIT STRYKER POWER PRO XL STRETCHER: (MATTRESS = 18W X 75 L) MUST HAVE ELASTIC CORNERS WITH TAPERED ENDS TO FIT SNUG AND MINIMUM 300 LBS. PATIENT WEIGHT RATING. |                          |                                             |           |                   |
| 231 | 5000 EA                        | STRETCHER SHEET W/ POLY BACKING FOR FLUID BARRIER; SNUGFIT, NON-WOVEN, FITTED BOTTOM WITH ELASTIC CORNERS, DISPOSABLE; 30" X 84" w/ MINIMUM PATIENT WEIGHT RATING OF 300 LBS.                       |                          |                                             |           |                   |
| 232 | 250 EA                         | SUCCINYLCHOLINE (ANECTINE) 200 MG / 10ML VIALS (MUST BE SHIPPED REFRIGERATED)                                                                                                                       |                          |                                             |           |                   |
| 233 | 200 EA                         | SUCTION CONTAINERS; DISPOSABLE 1200 CC CANISTERS W/ 6" DIAMETER (BEMIS SYSTEM II)                                                                                                                   |                          |                                             |           |                   |
| 234 | 300 EA                         | SUCTION TIP, Hi-D "BIG STICK" by SSCOR part # 44241 W/ CONTROL VENT (NON LATEX)                                                                                                                     |                          |                                             |           |                   |
| 235 | 300 EA                         | SUCTION TUBING 5/16" (inside diameter tubing) X 6' W/ MOLDED FEMALE CONNECTORS & MALE CONNECTOR (NON LATEX)                                                                                         |                          |                                             |           |                   |
| 236 | 10 EA                          | SUCTION, BATTERY POWERED: S-SCORT III MODEL 74000, W/ TWO- POSITION REGULATOR (RED COLOR)                                                                                                           |                          |                                             |           |                   |
| 237 | 5 EA                           | SUCTION, REPLACEMENT BATTERY FOR S-SCORT III [both square (80633-1) and rectangular (80638) batteries]                                                                                              |                          |                                             |           |                   |
| 238 | 10 EA                          | SUCTION, REPLACEMENT CHARGER (110VAC TO 12VDC) FOR S-SCORT III                                                                                                                                      |                          |                                             |           |                   |
| 239 | 1000 EA                        | SYRINGE, 1 CC - SLIP TIP without needle, packaged 5 to a strip, 100 to a box - w/o expiration dates                                                                                                 |                          |                                             |           |                   |
| 240 | 2000 EA                        | SYRINGE, 10/12 CC - LUER LOCK without needle; packaged 5 to a strip & 100 to a box. w/o expiration dates                                                                                            |                          |                                             |           |                   |
| 241 | 2000 EA                        | SYRINGE, 20 CC - SLIP TIP, without needle; packaged (MINIMUM) 40 to a box. w/o expiration dates                                                                                                     |                          |                                             |           |                   |

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|     | ESTIMATED QUANTITY<br>PER YEAR | DESCRIPTION OF PRODUCT                                                                                | Vendor Catalog<br>Number | HOW<br>SUPPLIED<br>(50/box/ea<br>ch/100/cas | UNIT COST | COST PER BOX/CASE |
|-----|--------------------------------|-------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------|-----------|-------------------|
| 242 | 1000 EA                        | SYRINGE, 3 CC - LUER LOCK without needle, packaged 5 to a strip, 100 to a box. w/o expiration dates   |                          |                                             |           |                   |
| 243 | 500 EA                         | SYRINGE, 30/35 CC - SLIP TIP without needle. w/o expiration dates                                     |                          |                                             |           |                   |
| 244 | 500 EA                         | SYRINGE, 60 CC - CATHETER TIP without needle. w/o expiration dates                                    |                          |                                             |           |                   |
| 245 | 500 EA                         | SYRINGE, 60 CC - LUER LOCK without needle. w/o expiration dates                                       |                          |                                             |           |                   |
| 246 | 200 EA                         | SYRINGE, 60CC - SLIP TIP without needle. w/o expiration dates                                         |                          |                                             |           |                   |
| 247 | 100 BX                         | TAPE 1" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)                                                         |                          |                                             |           |                   |
| 248 | 200 BX                         | TAPE 2" HYPOALLERGENIC CLOTH (NOT PAPER TAPE)                                                         |                          |                                             |           |                   |
| 249 | 1000 EA                        | THERMOMETER COVERS, for ELECTRONIC (DIGITAL) THERMOMETER                                              |                          |                                             |           |                   |
| 250 | 50 EA                          | THERMOMETER, ELECTRONIC (DIGITAL), W/ BLUE MARKINGS INDICATING ORAL USE ONLY.                         |                          |                                             |           |                   |
| 251 | 50 EA                          | THERMOMETER, ELECTRONIC (DIGITAL), W/ RED MARKINGS INDICATING RECTAL USE ONLY.                        |                          |                                             |           |                   |
| 252 | 30 EA                          | THERMOMETER, TEMPORAL ARTERY: EXERGEN TAT-2000C (NO SUBSTITUTIONS)                                    |                          |                                             |           |                   |
| 253 | 200 EA                         | TINCTURE OF BENZOIN; SWAB AMPULES                                                                     |                          |                                             |           |                   |
| 254 | 200 EA                         | TINCTURE OF BENZOIN; SWABSTICKS                                                                       |                          |                                             |           |                   |
| 255 | 2000 EA                        | TOURNIQUET, NON-LATEX (PRE-PACKAGED IN BUNDLES OF 50)                                                 |                          |                                             |           |                   |
| 256 |                                | TRACTION SPLINT, KENDRICK STYLE: ADJUSTABLE/FOLDABLE                                                  |                          |                                             |           |                   |
| 257 | 5000 EA                        | TRIANGULAR BANDAGES, MUSLIN CLOTH 54" X 27" (W / O SAFETY PINS) (PRE-PACKAGED IN BUNDLES OF 12)       |                          |                                             |           |                   |
| 258 | 100 EA                         | TUBEX INJECTOR                                                                                        |                          |                                             |           |                   |
| 259 | 300 EA                         | VALIUM (DIAZEPAM - BIDDER TO SPECIFY WHICH) 10MG/2ML CONCENTRATION IN 2 ML. P.F.S. (NEEDLELESS)       |                          |                                             |           |                   |
| 260 | 2000 EA                        | VENI-GARD (BRAND) ADULT 3" X 2.5" IV SITE SECURING DEVICE                                             |                          |                                             |           |                   |
| 261 | 250 EA                         | VERSED (MIDAZOLAM - BIDDER TO SPECIFY WHICH) 10MG/2ML CONCENTRATION IN 2 ML. VIALS SINGLE DOSE UNITS. |                          |                                             |           |                   |
| 262 | 250 EA                         | ZOFRAN (ONDANSETRON) 4MG/2ML VIALS - SINGLE DOSE UNITS                                                |                          |                                             |           |                   |

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WILLIAMSON COUNTY  
PURCHASING DEPARTMENT  
301 SE INNER LOOP - SUITE 106  
GEORGETOWN, TEXAS 78626

<http://www.wilco-online.org/ebids/>

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## INVITATION FOR BIDS

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### PROTECTIVE CLOTHING FOR WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES

**BID NUMBER: 12WCA051**

**BIDS MUST BE RECEIVED ON OR BEFORE: August 2, 2011 – 1:30PM**

**BIDS WILL BE PUBLICLY OPENED: August 2, 2011 – 2:00PM**

#### **BID SUBMISSION**

**DEADLINE:** Bids must be received in the Williamson County Purchasing Department on or before **1:30 pm on Tuesday, August 2, 2011**. Bids will be publicly opened at 2:00 pm or soon thereafter in the Williamson County Purchasing Department, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

**METHODS:** Sealed bids may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Kerstin Hancock, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626*.

**FAX/EMAIL:** Facsimile and electronic mail transmittals are acceptable. For instructions regarding electronic submissions, please visit:

<http://www.wilco.org/vendorinfo>

Failure to follow these instructions may cause your bid to be rejected.

#### **BID REQUIREMENTS**

**SUBMITTAL:** TRIPLICATE: Bids are to be submitted in triplicate (1 original complete bid set and 1 copy of the bid set AND 1 CD including all required documents). The bid sets should be marked "original" or "copy". A "bid set" consists of the COMPLETED AND SIGNED Bid Form and any other required documentation. All copies should have the same attachments as the original.

**SEALED:** All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bid name, number, opening date

and time must be clearly marked on the outside of the delivery service envelope.

**REFERENCES:** Williamson County may require bidder to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5) years. Include name of firm, address, phone number and name of representative

**LEGIBILITY:** Bids must be legible and of a quality that can be reproduced.

**FORMS:** All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after submission deadline.

**LATE BID:** Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

**RESPONSIBILITY:** It is expected that a prospective bidder will be able to affirmatively demonstrate bidder's responsibility. A prospective bidder should be able to meet the following requirements:

- have adequate financial resources, or the ability to obtain such resources as required;
- be able to comply with the required or proposed delivery schedule;
- have a satisfactory record of performance;
- be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

## **AWARD**

**THIRTY DAYS:** Awards should be made approximately thirty (30) days after the bid opening date. Results maybe obtained by contacting the Purchasing Contact.

**REJECTION OR ACCEPTANCE:** No more than one bid will be awarded for any item, single department or area. Bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County. In determining the overall best bid, the County may exercise the following option granted to local government's under the Texas Local Government Code.

TLGC § 271.907. This option allows the County to evaluate bids and give preference to goods and/or services of a vendor that demonstrates that the vendor meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the bidder should provide information in narrative form indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

**CONTRACT:** This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County.

The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

**CONTRACT ADMINISTRATION:** Under this contract, Kenny Schnell, EMS Director, Williamson County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

**CONTRACT PERIOD(S):** The Initial Contract Period is October 1, 2011 through September 30, 2012.

Possible extensions include:

October 1, 2012 through September 30, 2013

October 1, 2013 through September 30, 2014

**CONTRACT EXTENSIONS:** At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the latest index published and available one-hundred-and eighty (180) days prior to the end of the contract year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

## **BID CONTACTS**

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by 5:00 PM on Tuesday, July 26, 2011**. Every effort will be made to answer questions as soon as possible with an email response.

All submitted questions with their answers will be posted to the Williamson County portal,

<http://wilco-online.org/ebids/bids.aspx>

If you do not have access to email or internet please call the Purchasing contact below.

### **PURCHASING CONTACT:**

Kerstin Hancock  
301 SE Inner Loop – Suite 106  
Georgetown, TX 78626  
(512) 943-1546  
khancock@wilco.org

**TECHNICAL CONTACT:**

Kenny Schnell  
303 Martin Luther King  
Georgetown, TX 78626  
(512) 943-1264  
Kschnell@wilco.org

**MISCELLANEOUS**

**FOB DESTINATION:** All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

**FIRM PRICING:** All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the Bid expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2012. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.

**ESTIMATED QUANTITIES:** The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

**FUNDING:** Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2011 thru September 30, 2012 fiscal year.

**SALES TAX:** Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

**DELIVERY:** The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages. The delivery date is an evaluating factor in the awarding process. **Please note exceptions to stated delivery times.**

**PURCHASE ORDER:** If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful bidder for products

and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

**PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker 943-1558.

**CONFLICT OF INTEREST:** No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

***The Williamson County Conflict of Interest Statement is included as Attachment A of this IFB. This form should be completed, signed, and submitted with your bid.***

**ETHICS:** The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

**DOCUMENTATION:** Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

**TERMINATION FOR CAUSE:** In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Bidder's bid, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Bidder may be given reasonable time to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these

specifications shall be made on the basis of this statement.

**COMPLIANCE WITH LAWS:** The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

## **WORKERS' COMPENSATION**

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the bidder provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Division of Workers' Compensation requirements.

## **BID SPECIFICATIONS**

- Prices are to be F.O.B. destination (freight included).
- Brand name or County approved equivalent: Any Catalog, brand name or manufacturer's reference used in a bid invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. Bids on brand of like nature and quality will be considered. If bid is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.
- Bidder must provide a full demonstration sample for inspection with bid. Pieces or cut-away demo models shall not be submitted. Bidder will be responsible for return of equipment within forty-five (45) days after award of bid.
- The successful bidder must be able to size, manufacture, and deliver the clothing/equipment to Williamson County EMS within eight (8) weeks after receipt of purchase order.
- Provide a catalog or fact sheet (with pictures preferred) of all items bid.

## **1. Hip Length EMS Jacket with Crosstech® EMS Fabric**

### **1.1 Shell Fabric**

The outer shell shall be constructed of 6 ounce Nomex® FR 111A, plain weave with Sheltite™ water and stain repellant finish for enhanced weather resistance.

**Does Your Bid Comply?**

\_\_\_\_\_ **Yes**

\_\_\_\_\_ **No**

### **1.2 Permanent Waterproof-Breathable Lining**

The permanent waterproof-breathable lining shall consist of Crosstech® waterproof-breathable membrane laminated to a woven polyester fabric (W.L. Gore US101) resulting in a dry cleanable and washable waterproof material with high moisture vapor transmission, blood-borne pathogen resistance, and common chemical resistance.

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

### 1.3 Removable Liner

Jacket shall have a removable Polar Fleece® winter liner. Liner shall be attached the outer shell with zippers and constructed in such a manner that it may also be utilized as separate stand alone jacket.

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

### 1.4 Protective Barrier Access

Each sleeve on the parka shell will be equipped with an under the arm zipper, measuring a minimum of 9 inches long, to allow for visual inspection of the protective barrier and seams.

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

### 1.5 Closure

The jacket front closure shall consist of zipper and double storm flap. The storm flap shall close over the right jacket body panel and shall be secured by hook and loop tape measuring not less than one inch wide.

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

### 1.6 Reflective Trim

Each jacket shall have 1 ½" trim bands in a lime yellow color, with a silver middle stripe. The jacket shall have a circumferential band around the chest and around each sleeve.

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

### 1.7 Back Lettering

Each jacket shall have lettering as follows: "Williamson County EMS" centered on the upper-middle back constructed of the same material as the reflective trim. There shall be a name placket attached at the bottom of each jacket and placket will be permanently sewn to the jacket. Hook and Loop closure will not be accepted. Lettering of names to be done upon successful award of bid. All lettering shall be a minimum of 3 inches high and will consist of Last Name, First Initial.

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

### 1.8 Pockets

#### Lower Pockets

Each parka shall have a double entry, pleated cargo/handwarmer pocket, measuring approximately 8"X8" and closure shall consist of two pieces of hook and loop measuring approximately 1"X2"/

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

#### Radio Pocket

A radio pocket, measuring approximately 1"X4"X9" and constructed from the same fabric as the outer shell, will be Provided with a hook and loop closure.

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

### 1.9 Removable Hood

Jacket shall be equipped with a removable hood constructed of Nomex® 111A with a Crosstech® EMS Fabric protective barrier. The hood shall be proportionate to jacket size.

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**



## 2. Parka with Crosstech® EMS Fabric

### 2.1 Shell Fabric

The outer shell shall be constructed of 6 ounce Nomex® FR 111A, plain weave with Sheltite™ water and stain repellant finish for enhanced weather resistance.

Does Your Bid Comply? \_\_\_\_\_ Yes \_\_\_\_\_ No

### 2.2 Permanent Waterproof-Breathable Lining

The permanent waterproof-breathable lining shall consist of Crosstech® waterproof-breathable membrane laminated to a woven polyester fabric (W.L Gore US101) resulting in a dry cleanable and washable waterproof material with high moisture vapor transmission, blood-borne pathogen resistance, and common chemical resistance.

Does Your Bid Comply? \_\_\_\_\_ Yes \_\_\_\_\_ No

### 2.3 Removable Liner

Jacket shall have a removable Polar Fleece® winter liner. Liner shall be attached to the outer shell with zippers and constructed in such a manner that it may also be utilized as separate stand alone jacket.

Does Your Bid Comply? \_\_\_\_\_ Yes \_\_\_\_\_ No

### 2.4 Protective Barrier Access

Each sleeve on the parka shell will be equipped with an under the arm zipper, measuring a minimum of 9 inches long, to allow for visual inspection of protective barrier and seams.

Does Your Bid Comply? \_\_\_\_\_ Yes \_\_\_\_\_ No

### 2.5 Closure

The jacket front closure shall consist of zipper and double storm flap. The storm flap shall close over the right jacket body panel and shall be secured by hook and loop tape measuring not less than one inch wide.

Does Your Bid Comply? \_\_\_\_\_ Yes \_\_\_\_\_ No

### 2.6 Reflective Trim

Each jacket shall have 1 ½" trim bands in a lime yellow color, with a silver middle stripe. The jacket shall have a circumferential band around the chest and around each sleeve.

Does Your Bid Comply? \_\_\_\_\_ Yes \_\_\_\_\_ No

### 2.7 Back Lettering

Each jacket shall have lettering as follows: "Williamson County EMS" centered on the upper-middle back constructed if the same material as the reflective trim. There shall be a name placket attached at the bottom of each jacket and placket will be permanently sewn to the jacket. Hook and Loop closure will not be accepted. Lettering of names to be done upon successful award of bid. All lettering shall be a minimum of 3 inches high.

Does Your Bid Comply? \_\_\_\_\_ Yes \_\_\_\_\_ No

### 2.8 Pockets

#### Lower Pockets

Each parka shall have a double entry, pleated cargo/handwarmer pocket, measuring approximately 8" X 8" and stitched to each of the lower front panels of the outer shell. The pocket flaps shall be double layered, and the closure shall consist of two pieces of hook and loop measuring approximately 1"X 2".

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

#### **Radio Pocket**

A radio pocket, measuring approximately 1" X 4" X 9" and constructed from the same fabric as the outer shell, Will be provided on the right chest. The pocket flap will be constricted of two layers of outer shell fabric, and shall be provided with a hook and loop closure.

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

#### **2.9 Removable Hood**

Jacket shall be equipped with a removable hood constructed of Nomex® 111A with a Crosstech® EMS Fabric protective barrier. The hood shall be proportionate to jacket size.

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

### **3. All-Condition Pants with Crosstech® EMS Fabric**

#### **3.1 Trouser Specifications**

The pants shall be designed with an elastic waist to prevent undue exposure. Pants that utilize front bibs or multi-layered fly assemblies shall not be considered. All points of stress or areas requiring reinforcement such as pockets, fly, pocket flaps, etc. shall be bartacked. All seams shall be of lock stitch construction.

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

#### **3.2 Shell Fabric**

The outer shell shall be constructed of 6 ounce Nomex® FR 111A, plain weave with Sheltite™ water and stain repellant finish for enhanced weather resistance.

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

#### **3.3 Permanent Waterproof-Breathable Lining**

The permanent waterproof-breathable lining shall consist of Crosstech® waterproof-breathable membrane laminated to a woven polyester fabric (W.L Gore US101) resulting in a dry cleanable and washable waterproof material with high moisture vapor transmission, blood-borne pathogen resistance, and common chemical resistance.

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

#### **3.4 Knee Area**

The knee shall be reinforced with a double layer of outer shell material for abrasion resistance.

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

#### **3.5 Reflective Trim**

Each trouser leg shall have 1 ½" trim bands in a lime yellow color, with a silver middle stripe. The bands of trim shall be located approximately 2 inches above the trouser cuff.

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

### **3.6 Pockets**

Each trouser shall have thigh pockets constructed of outer shell fabric and measuring approximately 9"X 8 ½". The pocket flaps will be constructed of two layers of outer shell fabric, and shall be provided with a hook and loop closure.

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

### **3.7 Suspenders**

All-Conditions pant will come with adjustable suspenders with the button-type attachments to the pants.

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

## **4. OTHER REQUIREMENTS – ALL GARMENTS**

### **4.1 Country of Origin**

The garment must be manufactured entirely in the United States of America

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

### **4.2 NFPA 1999 (1997 Edition) Certification**

The garments shall meet the Emergency Medical Garment requirements of the NFPA 1999, STANDARD ON PROTECTIVE CLOTHING FOR EMERGENCY MEDICAL OPERATIONS, 1997 Edition. The garment shall have the required labeling as contained in this standard.

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

### **4.3 Sizing**

Various Sizes of the garment will be required for Williamson County EMS employees. To the extent possible, standard sizes will be accepted, however, individual measurement and sizing of the garment will be done by the successful bidder upon award of the bid.

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

### **4.4 Color**

The color of the garments shall be Navy Blue and will match the color of garments that Williamson County EMS currently owns.

**Does Your Bid Comply?**

### **4.5 Time limit**

The successful bidder must be able to size, manufacture, and deliver the clothing/equipment to Williamson County EMS within eight (8) weeks after receipt of purchase order.

**Does Your Bid Comply?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

### **4.6 Sample or Demonstration Equipment**

Bidder must provide a full demonstration sample for inspection with bid. Pieces or cut-away demo models shall not be submitted. Bidder will be responsible for return of equipment within forty-five (45) days after award of bid.

## 5. ONE OR MORE PROTECTIVE BOOTS (BUNKER-STYLE)

### 5.1 Type of Construction

Vulcanized layered rubber or one-piece injection molded construction to eliminate seams. May be constructed of high viscosity and flexible PVC alloy that is injection molded to prevent seams.

Does Your Bid Comply? \_\_\_\_\_ Yes \_\_\_\_\_ No

### 5.2 Compliance Regulations

Must meet requirement for optional chemical and biological certification. Must meet NFPA 1991, 2000 Editions for Chemical permeation resistance requirements; AMSI – Z41-1999; OSHA – 1988 CFR 1910.36, 1910.156 and Appendix E; CSA – standard for Dielectric footwear.

Does Your Bid Comply? \_\_\_\_\_ Yes \_\_\_\_\_ No

### 5.3 Upper Boot Construction

May be constructed of Rubber formulation that is fire resistant, resistant to cracking and oxidation. May also be constructed of PVC alloy material that meets the above compliance regulations.

Does Your Bid Comply? \_\_\_\_\_ Yes \_\_\_\_\_ No

### 5.4 Lining Material

Lining material may be constructed of 2 ounce Gray Felt or Non-absorbent polyester. This will facilitate ease of cleaning and quick drying.

Does Your Bid Comply? \_\_\_\_\_ Yes \_\_\_\_\_ No

## 6. ONE OR MORE GEAR BAGS

### 6.1 Bag Design

Gear bag shall be designed to stow bunker boots, pants, coat, helmet and gloves. The minimum dimensions shall be 24”L X 18”H 15”W.

Does Your Bid Comply? \_\_\_\_\_ Yes \_\_\_\_\_ No

### 6.2 Materials

The gear bag shall be made of at least 1000 Denier Cordura or similar material that is abrasion and tear resistant.

Does Your Bid Comply? \_\_\_\_\_ Yes \_\_\_\_\_ No

### 6.3 Color

Color shall be Royal or Navy Blue

Does Your Bid Comply? \_\_\_\_\_ Yes \_\_\_\_\_ No

### 6.4 Logo

A White Star of Life logo and the letters Williamson County EMS (white color) shall be sewn or screen printed on each side of the bag. The dimensions of the logo shall be a minimum of 6 inches. Lettering size shall be a minimum of 3”.

**Does Your Bid Comply?**

\_\_\_\_\_ **Yes**

\_\_\_\_\_ **No**

**6.5 Straps**

Straps will be of heavy duty webbing material sewn to the bag and fully encircles the bag to facilitate further strength of the bag and/or straps. Straps will be black in color.

**Does Your Bid Comply?**

\_\_\_\_\_ **Yes**

\_\_\_\_\_ **No**

**6.6 Closure**

The bag shall have a heavy duty nylon zipper that spans a minimum of the entire length of the bag for ease of removing and placing equipment I the bag. Zipper ends will be double-sewn and bartacked for durability and excessive strain.

**Does Your Bid Comply?**

\_\_\_\_\_ **Yes**

\_\_\_\_\_ **No**

**6.7 Sample of Demonstration Equipment**

Bidder must provide a full demonstration sample for inspection with bid. Pieces or cut-away demo models shall not be submitted. Bidder will be responsible for return of equipment within forty-five (45) days after award of bid.

**Does Your Bid Comply?**

\_\_\_\_\_ **Yes**

\_\_\_\_\_ **No**

## ATTACHMENT A



### WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

**Printed name of person submitting form:**

**Name of Company:**

**Date:**

**Signature of person submitting form:**

Notarized:

**Sworn and subscribed before me**  
**by:** \_\_\_\_\_

**on** \_\_\_\_\_  
**(date)**

**WILLIAMSON COUNTY BID FORM**  
**PROTECTIVE CLOTHING FOR WILLIAMSON COUNTY**  
**EMERGENCY MEDICAL SERVICES**  
**ANNUAL CONTRACT**  
**BID NUMBER: 12WCA051**

NAME OF BIDDER: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

**PRICING**

| DESCRIPTION                                                                                                                                   | UNIT | UNIT COST |
|-----------------------------------------------------------------------------------------------------------------------------------------------|------|-----------|
| Jacket                                                                                                                                        | Each |           |
| Parka                                                                                                                                         | Each |           |
| All-Conditions Pants w/Suspenders                                                                                                             | Each |           |
| Boots<br>Is there any difference in cost for non-standard sizing?<br>YES _____ NO _____<br>If yes, list the breakdown in cost per size below: | Pair |           |
| Gear Bag                                                                                                                                      | Each |           |

Williamson County reserves the right to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any or all bids or waive any informality or technicality in bids received.

CHECK ONE OF THE FOLLOWING:

- ☐ low item basis. (Will accept award on "any or all" items.)
- ☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

By signing this form:

- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

\_\_\_\_\_  
Signature of Person Authorized to Sign BID

Date of BID: \_\_\_\_\_

Printed Name and Title of Signer: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

**RETURN PAGES BEGINNING WITH PAGE 4 THROUGH THIS PAGE WITH YOUR BID PACKAGE  
AND ALL REQUIRED INFORMATION**



# Williamson County Inner Loop Annex

## Address:

**301 SE Inner Loop**  
**Georgetown, TX 78626**

## Directions:

### From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

### From North (Georgetown, Jarrell)

Take IH-35 Southbound

Exit 259

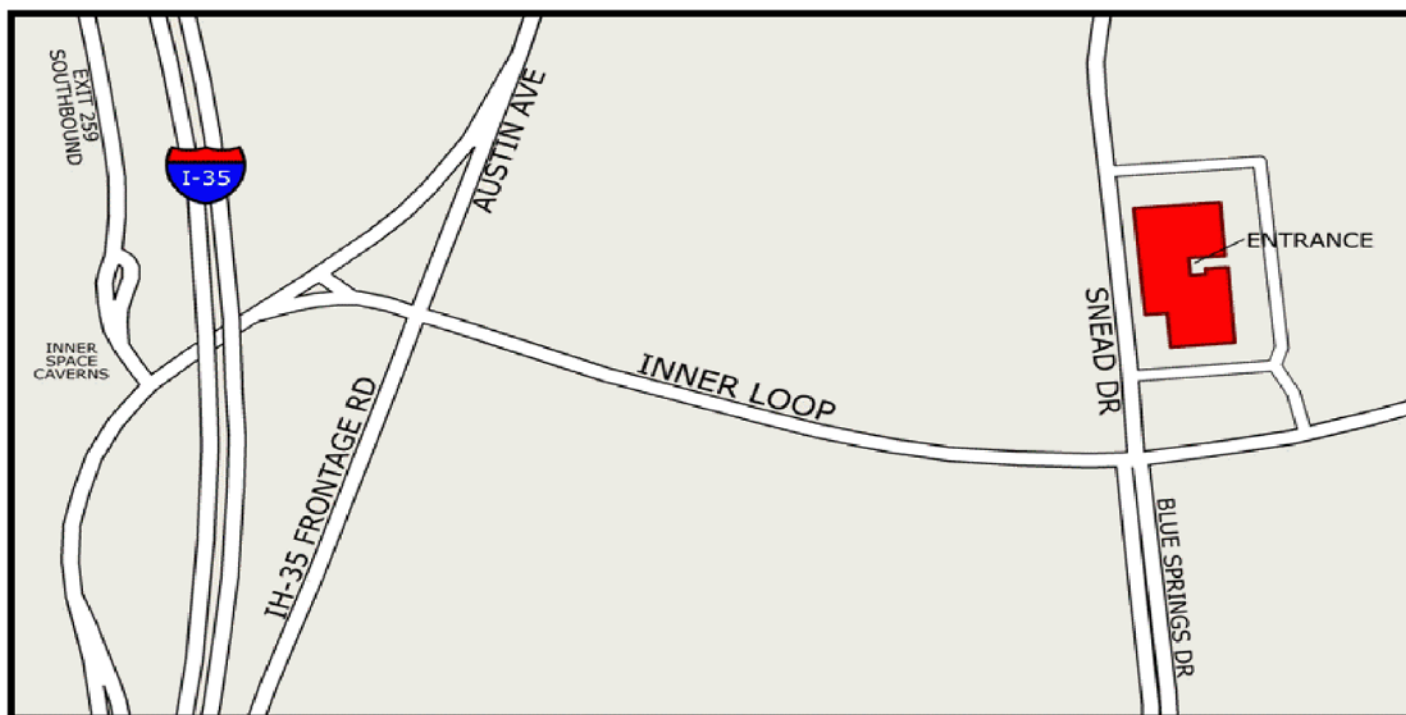
At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

**INNER LOOP ANNEX FLOOR PLAN**





WILLIAMSON COUNTY PURCHASING DEPARTMENT  
301 SE INNER LOOP - SUITE 106  
GEORGETOWN, TEXAS 78626

<http://www.wilco-online.org/ebids/>

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## INVITATION FOR BIDS

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### HVAC SERVICES TO INCLUDE REFRIGERATION, KITCHEN EQUIPMENT, AND DUCT CLEANING ANNUAL CONTRACT

**BID NUMBER: 12WCA001**

**BIDS MUST BE RECEIVED ON OR BEFORE: August 2, 2011 – 1:30 PM**

**BIDS WILL BE PUBLICLY OPENED: August 2, 2011 – 2:00 PM**

#### **BID SUBMISSION**

**DEADLINE:** Bids must be received in the Williamson County Purchasing department on or **before Tuesday, August 2, 2011 – 1:30 pm.** Bids will be publicly opened at 2:00 pm or soon thereafter in the Williamson County Purchasing Department, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

**METHODS:** Sealed bids may be hand-delivered or mailed to the *Williamson County Purchasing Department*  
Attn: Kerstin Hancock – Purchasing, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626.

**FAX/EMAIL:** Facsimile and electronic mail transmittals are acceptable. For instructions regarding electronic submissions, please visit:

<http://www.wilco.org/vendorinfo> Failure to follow these instructions may cause your bid to be rejected.

#### **BID REQUIREMENTS**

**TRIPLICATE:** All bids must be submitted in triplicate (one (1) original complete bid set, one (1) copy of the bid set) AND one (1) CD (including all required documents). The bid sets should be marked “original” or “copy”. The original set must contain original signatures. A “bid set” consists of the COMPLETED AND SIGNED Bid sheet and **any other required documentation.**

**SEALED:** All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used,** the bid name, number, opening date

and time must be clearly marked on the outside of the delivery service envelope.

**REFERENCES:** Williamson County may require bidder to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5) years. Include name of firm, address, telephone number and name of representative.

**LEGIBILITY:** Bids must be legible and of a quality that can be reproduced.

**FORMS:** All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after submission deadline.

**LATE BID:** Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

**RESPONSIBILITY:** It is expected that a prospective bidder will be able to affirmatively demonstrate bidder's responsibility. A prospective bidder should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

## **AWARD**

**THIRTY DAYS:** Awards should be made approximately thirty (30) days after the bid opening date. Results maybe obtained by contacting the Purchasing Contact.

**REJECTION OR ACCEPTANCE:** No more than one bid will be awarded for any item, single department or area. Bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County. In determining the overall best bid, the County may exercise the following option granted to local governments under the Texas Local Government Code.

TLGC § 271.907. This option allows the County to evaluate bids and give preference to goods and/or services of a vendor that demonstrates that the vendor meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the bidder should provide information in narrative form indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

**CONTRACT:** This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County.

The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

**CONTRACT ADMINISTRATION:** Under this contract, Gary Wilson, Facilities Director, Williamson County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

**CONTRACT PERIOD(S):** The Initial Contract Period is October 1, 2011 through September 30, 2012.

Possible extensions include:

October 1, 2012 through September 30, 2013

October 1, 2013 through September 30, 2014

**CONTRACT EXTENSIONS:** At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the latest index published and available one-hundred-and eighty (180) days prior to the end of the contract year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

## **BID CONTACTS**

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by 5:00 PM on Tuesday, July 26, 2011**. Every effort will be made to answer questions as soon as possible with an email response.

All submitted questions with their answers will be posted to the Williamson County portal, <http://wilco-online.org/ebids/bids.aspx>. If you do not have access to email or internet please call the Purchasing contact below.

### **PURCHASING CONTACT:**

Kerstin Hancock  
301 SE Inner Loop – Suite 106  
Georgetown, TX 78626  
(512) 943-1546  
K Hancock@wilco.org

### **TECHNICAL CONTACT:**

Gary Wilson  
3101 SE Inner Loop  
Georgetown, TX 78626  
(512) 943-1636  
facilities@wilco.org

## MISCELLANEOUS

**FOB DESTINATION:** All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

**FIRM PRICING:** All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the Bid expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2012. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.

**ESTIMATED QUANTITIES:** The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

**FUNDING:** Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2011 thru September 30, 2012 fiscal year.

**SALES TAX:** Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

**DELIVERY:** The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages.

**PURCHASE ORDER:** If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful bidder for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

**PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received

OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, 943-1558.

**CONFLICT OF INTEREST:** No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendors are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

***The Williamson County Conflict of Interest Statement is included as Attachment A of this IFB. This form should be completed, signed, and submitted with your bid.***

**ETHICS:** The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

**DOCUMENTATION:** Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

**TERMINATION FOR CAUSE:** In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Bidder's bid, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Bidder may be given reasonable time to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be

construed as negating the basis for termination for non-performance.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**COMPLIANCE WITH LAWS:** The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

## **WORKER'S COMPENSATION**

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061. The information provided below is a result of this rule. By submitting your bid to the county, you are acknowledging that this rule is a part of these bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your bid or proposal be accepted by the Williamson County Commissioners' Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address, prior to beginning work:

Kerstin Hancock  
Williamson County Purchasing Office  
301 SE Inner Loop – Suite 106  
Georgetown, TX 78626

If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1546, or you may call the Texas Workers' Compensation Commission at (512) 804-4000.

### **Workers' Compensation Insurance Coverage:**

A. Definitions: Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project;

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.



G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the

coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

## BID SPECIFICATIONS

The Service will be on an "on call basis" for all Williamson County buildings.

The Contractor shall be responsible for responding to telephone calls from Williamson County Maintenance Department Personnel ONLY.

1. Contractor will supply all necessary personnel, tools, and equipment to accomplish installation, service, and/or repair of Heating, Ventilating, and Air Conditioning (HVAC) units, systems, and Chilled Water systems, pumps, air handlers, Service and/or repair kitchen equipment, to include but not limited to such items as walk-in/reach-in refrigerators and freezers, stoves, steam kettles, steam ovens, mixers, meat slicer, brazing pans etc, on an "ON CALL" basis. This is to include refrigerant recovery, recycle, or reclaim equipment necessary for compliance with the Clean Air Act and all current environmental and State regulations. All costs associated with the installation, service, and/or repair of HVAC units, systems, and chilled water systems, pumps, and air handlers must be

HVAC SERVICES FOR COUNTY BID

included in the hourly rate. EXCEPT for repair parts and materials supplied by the Contractor which will be billed separately from the labor.

2. Duct cleaning cost must be entered on a separate pricing schedule. Contractor will provide all necessary personnel, tools, equipment and supplies.
3. Contractor will provide back ground checks on all employees that will be responding to services calls
4. Response time after receiving a call for service will be no longer than two (2) hours from the time contact has been made with the Contractor or the Contractors answering service until time of arrival at the specified service call location.
5. The hourly rate for the service call will commence when the Contractor arrives at the specified location and contacts the appropriate County personnel.
6. Contractor will be fully licensed to perform HVAC work in the State of Texas as defined in the Texas Air Conditioning and Refrigeration Contractors License Law, Articles 8861 and 9100, and follow the most current Uniform Mechanical Code or the Standard Mechanical Code and the Standard Gas Code Book, 1994 Edition or later. A COPY OF ALL BUSINESS LICENSES MUST BE INCLUDED AND ATTACHED TO THIS INVITATION TO BID.
7. Contractor and all technicians will each have the required licenses and certifications for Environmental Air Conditioning and Commercial Refrigeration and Process Cooling and Heating. A COPY OF LICENSES AND CERTIFICATIONS MUST BE FURNISHED UPON REQUEST.
8. Contractor will be required to furnish a copy of Certificate of Insurance from an admitted company or an eligible surplus lines carrier, as defined in the Texas Insurance Code, Article 1.14-2. A COPY MUST BE INCLUDED AND ATTACHED TO THIS INVITATION FOR BID.
9. Contractor will be required to furnish Statutory Workers Compensation. A COPY OF THE CERTIFICATE OF INSURANCE MUST BE PROVIDED PRIOR TO STARTING WORK.
10. Technician's Helper: When service conditions require a Helper, a licensed Technician must supervise the helper.
11. Contractor will bid an hourly rate for normal working hours (7:00 AM - 5:00 PM); after hours (5:00 PM - 10:00 PM); and Weekends and Holidays. Hourly rates will be bid for performance of work in the following categories:
  - a. An experienced, qualified technician for installation, service, and/or repair of HVAC units, systems, and chilled water systems, pumps, and air handlers, refrigerators/freezers and kitchen equipment.

| HOURS         | HOURLY RATE |
|---------------|-------------|
| Regular Hours |             |
| After Hours   |             |
| Weekends      |             |
| Holidays      |             |

- b. A Technician's Helper:

| HOURS         | HOURLY RATE |
|---------------|-------------|
| Regular Hours |             |
| After Hours   |             |
| Weekends      |             |
| Holidays      |             |

12. Prices for parts will be Discount-from-List. The Discount percentage (%) will be \_\_\_\_\_. The County reserves the right to conduct random audits on the above pricing.
13. Award of this contract will be based on, but is not limited to the lowest hourly rates, ability to meet response time requirements, and the Discount-from-List percentage.

## DUCT CLEANING SPECIFICATIONS

All labor, equipment, and products required to clean all existing HVAC ductwork systems and air handlers in all Williamson County buildings on an as needed basis.

### 1.1 SCOPE OF WORK

- 1.1.1 Clean all air conditioning system housing surfaces, designated ductwork risers and other related components. Housing surfaces shall be cleaned inside and outside. The HVAC system includes any interior surface of the facility's air distribution system for conditioned spaces and/or occupied zones. This includes the entire heating, air conditioning and ventilation system from the points where the air enters the system to the points where the air is discharged from the system. The return air grilles, return air ducts (except ceiling plenums and mechanical rooms) to the air handling unit, the interior surfaces of the AHU, mixing box, coil compartment, condensate drain pans, humidifiers and dehumidifiers, supply air ducts, fans, fan housings, reheat coils, and supply diffusers are all considered part of the HVAC system. The HVAC system also includes other components such as dedicated exhaust and ventilation components and make-up air systems.
- 1.1.2 Work Schedules: Unless otherwise noted, all work will be accomplished after normal business hours and weekends. Contractor will schedule clean-up and system start-up at such times as to prevent any interruption to the normal operation of the building. This will be at 6:00 AM unless prior approval in writing is received from the Facilities Maintenance coordinator.
- 1.1.3 Contractor will remove all grease, debris, particulates, and dust by physical contact cleaning or with a duct sweeper, duct auger, and/or duct crawler combined with appropriate vacuums and negative air. The contractor will be responsible to take precautions that debris removed from the system during the cleaning process is collected and not otherwise dispersed outside of the HVAC system. Particulate collection equipment shall be capable of HEPA filtration with 99.97% collection efficiency for 0.3-micron size or greater.
- 1.1.3.1 Remove and/or render harmless the bacterial, algae or fungal growths occurring anywhere within the air conditioning system being cleaned.
- Treat all surfaces contaminated with microbial growth with the appropriate EPA registered sanitizing agent. Lubricate all the units, related door or hatchway hinges and lockdowns, dampers, actuators, roll filter assemblies and fan bearings. Do not lubricate any motor bearings.



- 1.1.3.2 Seal all interior insulated duct surfaces with appropriate duct sealant.
- 1.1.3.3 Spray all interior duct surfaces with a deodorizer to eliminate offensive odors.
- 1.1.4 Interior ductwork: clean both large and small ductwork as follows:
  - 1.1.4.1 Large ducts (those large enough to crawl through): clean interior surface of all types of contaminants with approved cleaners, degrease and industrial vacuum and collector.
  - 1.1.4.2 Small ducts (those too small to crawl through) clean interior surface by mechanical means using the duct sweeper, duct auger, or duct crawler then treat with a biocide or EPA approved anti-microbial.

## 1.2 PRICING SCHEDULE

- 1.2.1 List the cost per opening to provide the service required by the above guidelines. The contractor is cautioned to keep in mind the price quoted will cover expenses to clean all trunk and lateral lines to the openings. This price will include labor, equipment, and materials to perform this service. An opening is intended to mean supply and/or return.

\$\_\_\_\_\_ per opening

- 1.2.2 List the cost to clean the equipment listed below using the above stated guidelines. The contractor is cautioned to keep in mind the price quoted will cover all required materials, labor and equipment. An item price will cover an air handling unit, and/or a roof top unit.

\$\_\_\_\_\_ per unit, 1 ton through 5 ton

\$\_\_\_\_\_ per unit, 6 ton through 10 ton

\$\_\_\_\_\_ per unit, 11 ton through 25 ton

\$\_\_\_\_\_ per unit, 26 ton through 40 ton

\$\_\_\_\_\_ per unit, 41 ton through 60 ton

## ATTACHMENT A



### WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

**Printed name of person submitting form:**

**Name of Company:**

**Date:**

**Signature of person submitting form:**

Notarized:

**Sworn and subscribed before me**  
**by:** \_\_\_\_\_

**on** \_\_\_\_\_  
**(date)**

**WILLIAMSON COUNTY BID FORM**  
**HVAC SERVICES**  
**TO INCLUDE REFRIGERATION, KITCHEN EQUIPMENT, AND DUCT CLEANING**  
**ANNUAL CONTRACT**  
**BID NUMBER: 12WCA001**

NAME OF BIDDER: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

CHECK ONE OF THE FOLLOWING:

- ☐ low item basis. (Will accept award on "any or all" items.)
- ☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

By signing this form:

- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

\_\_\_\_\_  
Signature of Person Authorized to Sign BID

Date of BID: \_\_\_\_\_

Printed Name and Title of Signer: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

**RETURN PAGES BEGINNING WITH PAGE 6 THROUGH THIS PAGE WITH YOUR BID PACKAGE  
AND ALL REQUIRED INFORMATION**

# Williamson County Inner Loop Annex

## Address:

**301 SE Inner Loop**  
**Georgetown, TX 78626**

## Directions:

### From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

### From North (Georgetown, Jarrell)

Take IH-35 Southbound

Exit 259

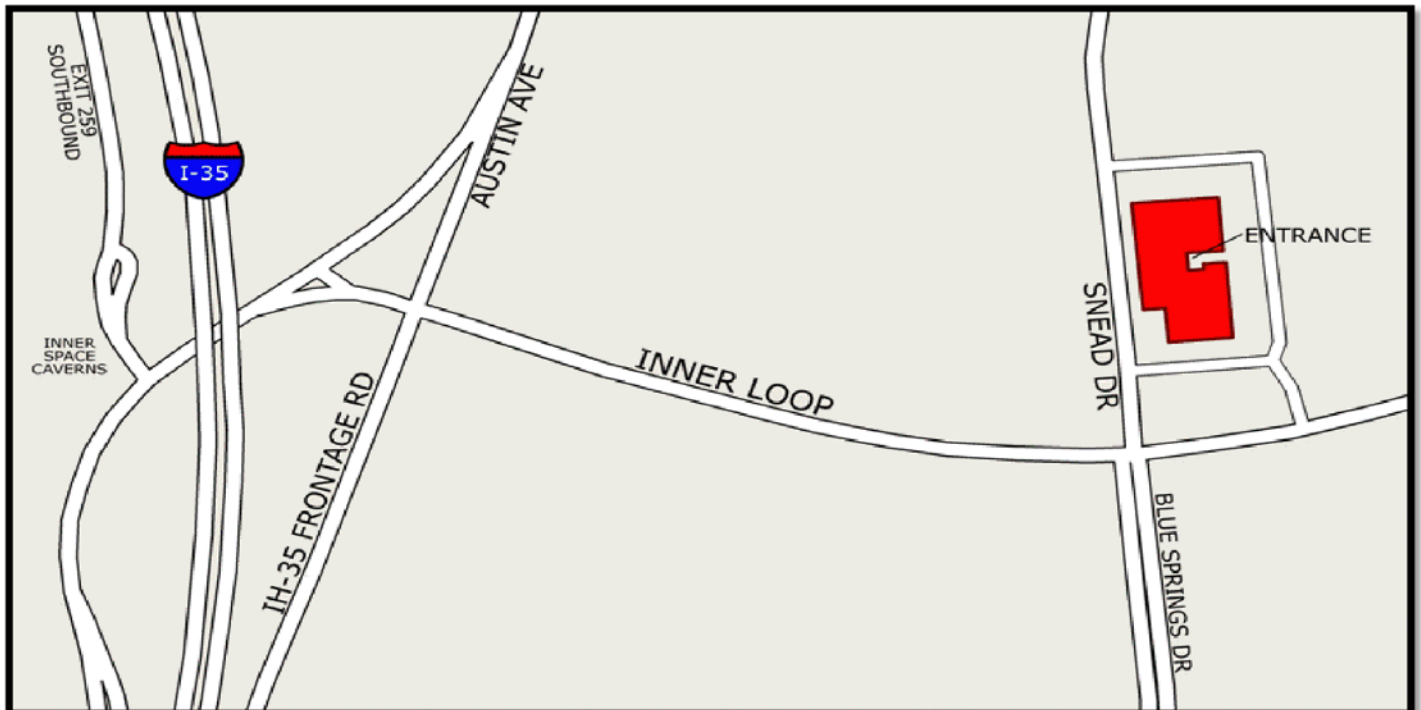
At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

**INNER LOOP ANNEX FLOOR PLAN**





WILLIAMSON COUNTY  
PURCHASING DEPARTMENT  
301 SE INNER LOOP - SUITE 106  
GEORGETOWN, TEXAS 78626

<http://www.wilco-online.org/ebids/>

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## INVITATION FOR BIDS

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### LANDSCAPE MAINTENANCE FOR WILLIAMSON COUNTY

### ANNUAL CONTRACT

**BID NUMBER: 12WCA018**

**BIDS MUST BE RECEIVED ON OR BEFORE: August 2, 2011 – 1:30 PM**

**BIDS WILL BE PUBLICLY OPENED: August 2, 2011 – 2:00 PM**

**A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON JULY 19, 2011 AT 10:00 A.M. IN THE WILLIAMSON COUNTY HUMAN RESOURCES DEPT., 301 SE INNER LOOP – SUITE 108 GEORGETOWN, TEXAS.**

### BID SUBMISSION

**DEADLINE:** Bids must be received in the Williamson County Purchasing Department **on or before 1:30pm on Tuesday, August 02, 2011. Bids will be publicly opened at 2:00 pm or soon thereafter** in the Williamson County Purchasing Department, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

**METHODS:** Sealed bids may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Kerstin Hancock – Purchasing, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626.*

**FAX/EMAIL:** Facsimile and electronic mail transmittals are acceptable. For instructions regarding electronic submissions, please visit:

<http://www.wilco.org/vendorinfo> Failure to follow these instructions may cause your bid to be rejected.

### BID REQUIREMENTS

**SUBMITTAL:** An original bid must be submitted. The bid consists of the COMPLETED AND SIGNED Bid Form and any other required documentation.

**SEALED:** All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bid name, number, opening date  
LANDSCAPE MAINTENANCE FOR COUNTY BID

and time must be clearly marked on the outside of the delivery service envelope.

**REFERENCES:** Williamson County may require bidder to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5) years. Include name of firm, address, telephone number, name of representative and dates services performed.

**LEGIBILITY:** Bids must be legible and of a quality that can be reproduced.

**FORMS:** All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after submission deadline.

**LATE BID:** Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

**RESPONSIBILITY:** It is expected that a prospective bidder will be able to affirmatively demonstrate bidder's responsibility. A prospective bidder should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;

- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

## **AWARD**

**THIRTY DAYS:** Awards should be made approximately thirty (30) days after the bid opening date. Results may be obtained by contacting the Purchasing Contact.

**REJECTION OR ACCEPTANCE:** No more than one bid will be awarded for any item, single department or area. Bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County. In determining the overall best bid, the County may exercise the following option granted to local governments under the Texas Local Government Code.

TLGC § 271.907. This option allows the County to evaluate bids and give preference to goods and/or services of a vendor that demonstrates that the vendor meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the bidder should provide information in narrative form indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

**CONTRACT:** This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County.

The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

**CONTRACT ADMINISTRATION:** Under this contract, Gary Wilson, Facilities Director, Williamson County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance,

inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

**CONTRACT PERIOD(S):** The Initial Contract Period is October 1, 2011 through September 30, 2012. Possible extensions include:

October 1, 2012 through September 30, 2013  
October 1, 2013 through September 30, 2014

**CONTRACT EXTENSIONS:** At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the latest index published and available one-hundred-and eighty (180) days prior to the end of the contract year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

## **BID CONTACTS**

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by 5:00 PM on Tuesday, July 26, 2011**. Every effort will be made to answer questions as soon as possible with an email response.

All submitted questions with their answers will be posted to the Williamson County portal, <http://wilco-online.org/ebids/bids.aspx>. If you do not have access to email or internet please call the Purchasing contact below.

**PURCHASING CONTACT:**

Kerstin Hancock  
301 SE Inner Loop – Suite 106  
Georgetown, TX 78626  
(512) 943-1546  
[khancock@wilco.org](mailto:khancock@wilco.org)

**TECHNICAL CONTACT:**

Christi Stromberg  
3101 SE Inner Loop  
Georgetown, TX 78626  
(512) 943-3377  
[cstromberg@wilco.org](mailto:cstromberg@wilco.org)

**MISCELLANEOUS**

**FOB DESTINATION:** All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

**FIRM PRICING:** All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the Bid expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2012. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.

**ESTIMATED QUANTITIES:** The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

**FUNDING:** Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2011 thru September 30, 2012 fiscal year.

**SALES TAX:** Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

**DELIVERY:** The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages.

**PURCHASE ORDER:** If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful bidder for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

**PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, 943-1558.

**CONFLICT OF INTEREST:** No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendors are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

***The Williamson County Conflict of Interest Statement is included as Attachment C of this IFB. This form should be completed, signed, and submitted with your bid.***

**ETHICS:** The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

**DOCUMENTATION:** Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

**TERMINATION FOR CAUSE:** In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Bidder's bid, Williamson County reserves the right to enforce the performance of this contract or any



additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Bidder may be given reasonable time to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**COMPLIANCE WITH LAWS:** The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

## **WORKER'S COMPENSATION**

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061. The information provided below is a result of this rule. By submitting your bid to the county, you are acknowledging that this rule is a part of these bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your bid or proposal be accepted by the Williamson County Commissioners' Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address, prior to beginning work:

Kerstin Hancock  
Williamson County Purchasing Department  
301 SE Inner Loop, Ste 106  
Georgetown, TX 78626

If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1546, or you may call the Texas Workers' Compensation Commission at (512) 804-4000.

### **Workers' Compensation Insurance Coverage:**

A. Definitions: Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of LANDSCAPE MAINTENANCE FOR COUNTY BID

authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project;

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing



extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

# BID SPECIFICATIONS

## GENERAL INSTRUCTIONS:

- The work to be performed by the Contractor shall consist of furnishing any and all necessary personnel and equipment, supplies and other expenses necessary to provide adequate landscaping services.
- All bids submitted must be valid for a period of ninety (90) days after bid opening date.
- The successful bid once awarded in Williamson County Commissioner's Court will become a part of the contract between Williamson County and the successful Vendor.
- Prior to submitting bid, bidders are required to examine the bidder instructions, specifications, bid contract, and bid forms carefully. Failure to do so will be at the bidder's risk.
- All costs directly or indirectly related to the preparation of a response to this bid or any oral presentation required by Williamson County to supplement and/or clarify a bid shall be the sole responsibility of the vendor.
- All certificates of insurance coverage must be provided to the following individual within ten (10) days after receipt of award notification AND PRIOR TO beginning work:
  - Kerstin Hancock
  - Assistant Purchasing Agent
  - Williamson County Purchasing Department
  - 301 SE Inner Loop – Suite 106
  - Georgetown, Texas 78626
- Bidder must provide a list of at least three (3) commercial references where landscape maintenance has been provided that is a minimum of 50,000 square feet and similar in scope. (see attachment B)
- Bidder shall provide a list of experience and certifications. This list shall contain a complete account of all industry certifications, association memberships, applicable training, and personnel education for evaluation. This list should clearly demonstrate the Bidder's capacity to perform the scope of work. (see attachment A)
- The Bidder shall visit the sites where the grounds are to be maintained. (see attachment A)
- During the term of this contract additional properties may be added to this bid. Please explain how you calculate properties if added during the contract term (see attachment B)
- The successful bidder shall be responsible for calling the Facilities Landscape Specialist to schedule a meeting in order to discuss the schedule and servicing the sites.
- The successful bidder must provide his own labor, tools, equipment, fertilizers, pesticides, transportation, etc. Preferred equipment includes propane, electric, bio-diesel, or natural gas powered mowers, edging or trimming devices. Williamson County will not provide storage space for the Vendor's equipment. The Contractor will dispose of all trimmings and dead growth. Environmentally approved vegetation killers are permissible in all areas to the extent that they do not adversely affect the plants and trees which have been planted, but must be approved by Williamson County prior to application.
- The Vendor must coordinate fertilizer and herbicide applications with Facilities Landscape Specialist. The Vendor may be asked to provide a grounds maintenance checklist for each site on day work is completed. Such list will be provided at a post award meeting. Problem conditions that are encountered during the normal duties of the vendor shall be reported. Conditions may include, but are not limited to turf grass diseases, fire ant or other pest problems, and necessary irrigation system maintenance.

- The Contract Administrator or designee shall be responsible for acceptability of work. If at any time the Vendor's performance fails to meet expectations the Vendor will be placed on probation for a period of thirty (30) days. The average score must be 3.0 or better. If performance does not improve the contract will be cancelled and the landscape maintenance will be put back out for bid.

**Example of Performance Evaluation:**

**Score scale 1-4:**

- 1-unacceptable
- 2- needs improvement
- 3-good
- 4-superior

**MAINTENANCE PROCEDURE:**

**SCORE**

|                                              |       |
|----------------------------------------------|-------|
| Turf Areas Mowed                             | _____ |
| Walks Edged                                  | _____ |
| Line Trimming                                | _____ |
| Tree Trimming (clearance and sucker removal) | _____ |
| Shrub Trimming                               | _____ |
| Beds Weed-free                               | _____ |
| Three-inch layer of mulch maintained         | _____ |
| Tree wells weed free                         | _____ |
| Debris, trash removal                        | _____ |
| Hard surface weeds removed                   | _____ |

**Timely procedures:**

|                               |       |
|-------------------------------|-------|
| Turf Fertilized               | _____ |
| Trees Fertilized              | _____ |
| Shrubs Fertilized             | _____ |
| Pre-emergent Applied properly | _____ |

- If inclement weather or Ozone Action Days prevents the Vendor from performing a scheduled visit, the work shall be performed as soon as possible at the mutual agreement of the Landscape Specialist and the Vendor.
- On the days declared as an Ozone Action Day, the Vendor shall reschedule at the earliest date, any services requiring the use of gas operated equipment. This does not however relieve the Vendor from performing other scheduled duties of that day where this type of equipment is not required.
- For information regarding ozone action days please refer to the TCEQ website:  
[www.tceq.texas.gov/airquality/monops/forecast\\_today.html](http://www.tceq.texas.gov/airquality/monops/forecast_today.html) or [www.tceq.state.tx.us/cgi-bin/compliance/monops/ozone\\_actionday.pl](http://www.tceq.state.tx.us/cgi-bin/compliance/monops/ozone_actionday.pl)  
 To sign up for ozone watch/warning alerts go to [www.cleanairforce.org](http://www.cleanairforce.org)
- Contractor will be required to submit Certificates of Insurance within ten (10) days after receipt of written notification of award of contract and prior to beginning work on the project. Please indicate amount of insurance coverage carried by your firm:

|    |                                                                                                                                            |                               |
|----|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| .1 | Worker's Compensation                                                                                                                      | Statutory                     |
| .2 | Commercial General Liability<br>(including "umbrella coverage")<br>combined single limit bodily and<br>personal injury and property damage | \$1,000,000<br>Per Occurrence |
| .3 | Automobile Liability<br>(including "umbrella coverage")<br>combined single limit bodily and<br>personal injury and property damage         | \$ 500,000<br>Per Occurrence  |

.4 Employer's Liability

\$ 500,000  
Per Occurrence

The deductible for the insurance policy required shall not exceed \$100,000.

- Contractor personnel will carry contractor identification at all times while on Williamson County property. Contractor personnel will show identification when asked by Williamson County employees or law enforcement officers.
- Contractor vehicles shall be properly marked on outside identifying the company logo, etc. any time a site visit is made.
- The Bidder shall be licensed to do business in the State of Texas and shall provide copy of Licensure with bid.
- All spent chemical and fertilizer containers shall be disposed of in an approved environmentally safe and acceptable manner.
- The Contractor shall accept full responsibility for and shall defend, indemnify and save harmless claims for all loss or damage to property and injury to persons resulting from the negligent execution or performance of this contract as well as for any claims made by or on behalf of Contractor's agents, servants, and/or employees arising out of their employment or work pertaining to the operation.
- The Vendor shall make minor repairs or replace any irrigation equipment damaged due to vendor negligence. Replace any damaged plants due to vendor negligence, with same type and size. Correct defective work or damages to any part of the grounds, when caused by the vendor's employees, equipment or supplies.
- The vendor must comply with all Immigration and Naturalization Laws as are currently in force on each potential employee or Subcontractor to work under this contract on Williamson County property and will not employ or subcontract individuals who are not properly registered with the United States Citizenship and Immigration Service. Employees and subcontractors are subject to background check at any time.
- For auditing purposes, Vendor may be asked to give break out of costs for a specific property or properties.
- The Vendor must first consult and receive final approval from the Landscape Specialist before performing any requests deviating from specifications. Requests are often made by other county employees and the general public and must go through the Facilities Department first.

## I. SPECIFICATIONS FOR CLASS-A PROPERTIES:

### Turf Area Maintenance

- A. Mowing  
All turf areas shall be inspected and policed for litter and debris prior to each mowing, and disposed of. Mowing shall be in accordance with attached schedule. Mowing shall occur as often as necessary to keep all turf areas looking crisp, clean and well-groomed. Mow St. Augustine grass and buffalo grass at a 2 to 3 inch height and mow Bermuda grass at 1 to 1.5 inch height. Mow Zoysiagrass at 1.5 to 2 inch height. Lift mower height, as seasonal growth requires, preventing scalping of the lawn. Make every effort to position and operate equipment such that cutting and debris picked up by rotating assemblies will be directed away from vehicles and buildings. Mowing direction will alternate with each visit to the site.
- B. Edging  
All sidewalks curb lines, concrete slabs, bed edges and the immediate high visual areas shall be mechanically edged as needed to maintain a neat, clean appearance. Mechanical edgers will be used at all possible locations.
- C. Trimming or Weed Eating  
Trimming shall be performed around all road signs, guard posts, trees, shrubs, utility poles and other obstacles paying special care not to damage trees and shrubs. The grass to be trimmed shall not be trimmed to less than the desired height of cut determined by the mowing operation.
- D. Turf Fertilization  
Turf shall be fertilized with a well-balanced slow release fertilizer. Fertilize all lawns in the first two weeks of April with 3-1-2 or 2-0-1 ratio fertilizer with iron additive at a rate of 1.0 pound of actual nitrogen per 1,000 sq. ft (using a slow release source of nitrogen.) Notify the Landscape Specialist prior to application so that we can water the lawn thoroughly after applying the fertilizer. A second application of the same fertilizer should be made the first two weeks in October. Only irrigated areas with established turfgrass will be fertilized.
- E. Weed Control  
Pre-emergent for control of winter weeds (i.e. Rescue grass, poa annua, bur clover, etc) shall be applied one time per year, in the fall (by September 15th. Only irrigated turfgrass will receive pre-emergent applications. The pre-emergent herbicide needs to be watered in after application for good control, so Landscape Specialist must be notified prior to application. Vendor shall provide surveillance for detection of all weed infestations in turf areas and shall take timely measures to treat same with appropriate herbicide. All precautions shall be taken in the handling and application of all sprays as stated on the herbicide label. One application with follow up applications as required to attain a kill of 90% of broadleaved weeds shall be required. All irrigation valve boxes are to be kept grass and weed free.
- F. Debris Removal  
Contractor shall remove grass clippings from walk, curbs and paving. Grass clippings are to be removed from lawns if in wind rows or if unsightly clumps are left on the lawn (normally created by the inability to mow on schedule because of rain). Fallen limbs or branches shall be removed from sidewalks and lawn areas. Blowers must be turned off when pedestrians are in vicinity. Vendor may be asked by owner employees to cease operation of any equipment in certain areas when needed. Resume when instructed or area is clear.

## Tree and Shrub Care

Maintain trees and shrubs in a healthy, growing condition by following accepted horticultural practices and performing all necessary operations including, but not limited to, the following:

- A. Fertilizing of all shrubs, ground cover and other ornamentals to be done once a year with a well-balanced slow release fertilizer. Notify Landscape Specialist prior to application so that proper water may be applied.
- B. Basins (Tree Wells)  
Maintain a basin around plants large enough (12"-18" shrubs; 18"-24" trees) to minimize competition for water and nutrients by grass and ground cover and eliminate mechanical injury from mowers and string trimmers. Tree wells may be chemically contained in the event there is no wind to cause drift, and all suckers have been removed prior. Keep herbicide off tree trunks. Keep mulch 6 inches away from root collar.
- C. Pruning of Trees  
All cuts shall be made clean and outside the branch collar leaving no stubs or tearing bark. All oak trees must be sealed with pruning paint immediately after the cut is made. Remove branches touching buildings, and those blocking pedestrian and vehicular traffic. Remove dead branches. All suckers are to be continually removed from trees. All major pruning shall take place in the dormant season.
- D. Pruning of Ornamental Plants  
Minimal pruning shall be done to enhance natural growth. All major pruning shall be done during the plants dormant season unless an early flowering plant, then prune immediately after flowering. Dead, damaged and diseased portions of the plant will be removed. Pruned shrubbery to maintain proper size in relationship to adjacent plantings and intended function. Prune groundcover plantings as required to restrain perimeter growth to within planting beds areas where adjacent to walks and curbs. Tip prune selected branches of low growing shrub or groundcover masses to maintain even overall heights and promote fullness. Perennials should be cut back after going dormant and trimmed periodically through growing season to maintain manicured look and avoid woody growth. Ornamental grasses shall be pruned back once per year in the dormant season prior to spring growth. Remove growth protruding over sidewalks.
- E. Clearance And Visibility  
Trees and shrubs shall be pruned in such a way to avoid blocking the clear view of signs, illumination by light fixtures, the flow of air vents and air conditioner compressors as well as pedestrian and vehicular traffic. Remove lower limbs when obstructing vehicular or pedestrian clearances.
- F. Staking  
Maintain tree alignment, provided by guying or staking, in sound condition; periodically check all ties to ensure against injury to the cambium layer. Remove tree stakes and guys when the trees are able to support themselves, typically after a year. Reset and stake trees that have been windblown and are leaning.
- G. Weed Control  
Keep basins and shrub beds free of weeds. Avoid excessive soil cultivation which destroys shallow roots and contributes to soil erosion. Bed edges are to be kept clean and weed defined. Control of weed and undesirable grasses shall occur through mechanical means and post-emergence chemicals.
- H. Mulch  
Maintain a 3-inch layer of mulch in all plant beds. All planter beds in high traffic areas will be raked through once per quarter to remove debris and promote an attractive appearance. Replace any mulch that has been knocked or washed out of beds.

- I. Debris, Litter & Trash  
Litter will be removed from landscape areas, sidewalks and parking lots on each visit. All debris, litter and trash will be disposed of by the use of dumpsters on site, when available. Fallen limbs and branches should be removed from landscaped areas and sidewalks.

#### **Irrigation Equipment**

Needs for repairs of irrigation system shall be reported to Facilities Landscape Specialist. Care should be taken around spray heads, rotors and bubblers when using string trimmers.

#### **Parking Lot and Hard Surface Weed Control**

Building maintenance strips, concrete expansion joints, curbs, gutters, utility poles, signs and graveled or paved areas will be kept weed and grass free with the use of herbicides which inhibit or eradicate growth.

#### **Miscellaneous**

Ditches, retention ponds and ROW must be maintained as if they are part of the property. Volunteer trees, vines and weeds along property lines and fences are to be eradicated. The vendor shall pick up all accumulated litter and debris and remove and dispose of properly.

#### **Emergencies**

In the event of severe storm damage on properties such as broken or fallen tree limbs, the Vendor must be available "as needed" to help County Maintenance workers cut and remove the debris and the Vendor may charge additional fees for such services.

## LANDSCAPE MAINTENANCE SCHEDULE CLASS A PROPERTIES

| FUNCTION                                                    | JAN                                                                                       | FEB | MAR    | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC       |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----|--------|-----|-----|-----|-----|-----|-----|-----|-----|-----------|
| Mowing Turf Areas                                           | Bi-weekly                                                                                 |     | Weekly |     |     |     |     |     |     |     |     | Bi-Weekly |
| Edge Walks                                                  | Bi-weekly                                                                                 |     | Weekly |     |     |     |     |     |     |     |     | Bi-weekly |
| Line Trim                                                   | Bi-weekly                                                                                 |     | Weekly |     |     |     |     |     |     |     |     | Bi-weekly |
| Tree Trimming                                               | Major pruning in dormant season; seasonal growth removed when not meeting specifications. |     |        |     |     |     |     |     |     |     |     |           |
| Shrub Trimming                                              | Major pruning in dormant season; seasonal growth removed when not meeting specifications  |     |        |     |     |     |     |     |     |     |     |           |
| Manual Weed Beds                                            | weekly if necessary                                                                       |     |        |     |     |     |     |     |     |     |     |           |
| Fertilize Turf                                              | Twice a Year (April & October)                                                            |     |        |     |     |     |     |     |     |     |     |           |
| Fertilize Shrubs & Ornamentals                              | Once a Year                                                                               |     |        |     |     |     |     |     |     |     |     |           |
| Weed/Grass around tree wells/ signs/ irrigation boxes, etc. | weekly if necessary                                                                       |     |        |     |     |     |     |     |     |     |     |           |
| Pre-emergent                                                | Once a Year (by September 15th)                                                           |     |        |     |     |     |     |     |     |     |     |           |
| Property lines, ditches, retention ponds, etc.              | Weekly if necessary                                                                       |     |        |     |     |     |     |     |     |     |     |           |

### CLASS-A PROPERTIES INCLUDED FOR ABOVE SPECIFICATIONS:

1. Courthouse – 710 Main Street, Georgetown (Under no circumstances may work be performed on Tuesday at Courthouse during Commissioners Court.)
2. Sheriff Administration/Jail, 508 S Rock St, Georgetown
3. Criminal Justice Center, 405 MLK, Georgetown
4. Parking Garage for CJC/Jail, 305 W. 4<sup>th</sup>, Georgetown
5. Georgetown Tax Office, 904 S. Main, Georgetown
6. Inner Loop Annex, 301 SE Inner Loop, Georgetown (irrigated areas only for fertilizer and preemergents)
7. Juvenile Justice Center, 1821 SE Inner Loop, Georgetown (irrigated areas only for fertilizer & preemergents) (alternate mowing obstacle course & fenced recreation yard)
8. Central Maintenance Facility, 3151 SE Inner Loop, Georgetown (around building only for fertilizer & preemergents)
9. Children's Advocacy Center, 1811 SE Inner Loop, Georgetown
10. Cedar Park Annex, 350 Discovery Blvd, Cedar Park (around building only and front for fertilizer & preemergents)
11. Jester Round Rock Annexes, 1781 & 1801 E. Old Settlers Rd., Round Rock
12. Taylor Annex, 412 Vance St, Taylor
13. JP Pct # 4, 211 West 6<sup>th</sup> Street, Taylor
14. Hutto Annex, 350 Exchange Blvd, Hutto (around building only)
15. Facilities Services Center, 3101 SE Inner Lp., Georgetown (irrigated areas only for fertilizer & preemergents)

### ANIMAL SHELTER

Animal Shelter, 1855 SE Inner Loop, Georgetown (irrigated areas only for fertilizer & preemergents)



## **II. SPECIFICATIONS FOR CLASS-B PROPERTIES:**

### **Grass Areas:**

Mowing and edging must be done every other week, March through October. Mowing must not remove more than one-third of the above ground growth. Mowing height should be determined by type of grass and adjusted accordingly to maintain a healthy turf especially during hot, dry weather conditions. Mowing and edging from November through February will be done once a month to maintain a manicured look. Make every effort to position and operate equipment such that cutting and debris picked up by rotating assemblies will be directed away from vehicles and buildings. Mowing direction will alternate with each visit to the site.

### **Shrubs and Ground Cover Beds:**

Flowerbeds and ground cover beds are to be maintained weed-free. Maintain 3 inch layer of mulch in beds. Hedge type shrubbery must be trimmed and pruned as necessary to maintain a manicured appearance, and to prevent obstructed view of signs. All other types of shrubs must be trimmed and pruned as necessary in accordance with the best horticultural practice and the desired manicured look.

### **Trees:**

Prune trees to remove dead, diseased, or dangerous, branches. Must be pruned and shaped during December or January and maintaining an eight-foot clearance above ground level especially over sidewalks and parking spaces throughout the year. Limbs obstructing view of signs should be removed at trunk or pruned to intersecting branches for best visual appearance. Sucker growth on trees should be kept pruned off at all times. Tree wells should be maintained weed-free of competing grass and broadleaved weeds. Mulch must remain 6 inches from root flare on trunk. Oak trees require pruning paint immediately after pruning cuts are made.

### **Debris, Trash and Litter:**

All accumulated litter and debris must be removed and disposed of properly from all lawns, flowerbeds, sidewalks, parking lots, curbs and landscape areas prior to mowing. Contractor shall remove grass clippings from walk, curbs and paving. Grass clippings are to be removed from lawns if in wind rows or if unsightly clumps are left on the lawn (normally created by the inability to mow on schedule because of rain).

### **Parking Lot and Hard Surface Weed Control:**

Building maintenance strips, concrete expansion joints, curbs, gutters, and graveled or paved areas will be kept weed and grass free with the use of herbicides which inhibit or eradicate growth. Trimming shall be performed around all road signs, guard posts, trees, shrubs, utility poles and other obstacles paying special care not to damage trees and shrubs.

### **Miscellaneous:**

Ditches, ROW and retention ponds must be maintained as if they are part of the property. Volunteer trees, vines and weeds along property lines and fences are to be eradicated.

### **Emergencies:**

In the event of severe storm damage on properties such as broken or fallen tree limbs, the Vendor must be available "as needed" to help County Maintenance workers cut and remove the debris and the Vendor may charge additional fees for such services.

## LANDSCAPE MAINTENANCE SCHEDULE CLASS B PROPERTIES

| FUNCTION                                                    | JAN                                                                                       | FEB | MAR       | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC     |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----|-----------|-----|-----|-----|-----|-----|-----|-----|-----|---------|
| Mowing Turf Areas                                           | Monthly                                                                                   |     | Bi-Weekly |     |     |     |     |     |     |     |     | Monthly |
| Edge Walks                                                  | Monthly                                                                                   |     | Bi-Weekly |     |     |     |     |     |     |     |     | Monthly |
| Line Trim                                                   | Monthly                                                                                   |     | Bi-Weekly |     |     |     |     |     |     |     |     | Monthly |
| Tree Trimming                                               | Major pruning in dormant season; seasonal growth removed when not meeting specifications. |     |           |     |     |     |     |     |     |     |     |         |
| Shrub Trimming                                              | Major pruning in dormant season; seasonal growth removed when not meeting specifications  |     |           |     |     |     |     |     |     |     |     |         |
| Manual Weed Beds                                            | Bi-weekly if necessary                                                                    |     |           |     |     |     |     |     |     |     |     |         |
| Weed/Grass around tree wells/ signs/ irrigation boxes, etc. | Bi-weekly if necessary                                                                    |     |           |     |     |     |     |     |     |     |     |         |
| Property lines, ditches, retention ponds, etc.              | Bi-Weekly if necessary                                                                    |     |           |     |     |     |     |     |     |     |     |         |

### CLASS-B PROPERTIES INCLUDED FOR ABOVE SPECIFICATIONS:

1. Georgetown Health Dept, 100 W 3rd St, Georgetown
2. DPS Driver's License, 516 Pine St, Georgetown
3. TABC/Game Warden, 517 Pine St., Georgetown
4. Lott Building, 107 S Holly, Georgetown
5. Health Dept Environmental, 303 S Main St, Georgetown
6. EMS Headquarters, 305 MLK, Georgetown
7. EMS Administration, 303 MLK, Georgetown
8. Health Dept. Administration, 312 S Main St, Georgetown
9. LifeSteps, 311 S Main St, Georgetown
10. Wireless Radio Shop/EMS Warehouse, 508 Holly, Georgetown
11. Belford Square, 306, 308 & 310 W. 7<sup>th</sup> St., Georgetown
12. Round Rock Annex Bldg A, 211 Commerce Cove, Round Rock
13. Round Rock Annex Bldg B, 211 Commerce Cove, Round Rock
14. Medic #12, 3800 CR 123, Round Rock
15. Taylor Health Dept, 115 W 6th St, Taylor
16. Constable Pct #4, 2501 Mallard Ln, Taylor
17. Medic 41, 2604 Northlawn, Taylor
18. Medic 42, 1427 N. Main St., Taylor

### **III. SPECIFICATIONS FOR CLASS-C PROPERTIES:**

#### **Grass Areas:**

Mowing and edging must be done once a month. Make every effort to position and operate equipment such that cutting and debris picked up by rotating assemblies will be directed away from vehicles and buildings.

#### **Trees:**

Prune trees to remove dead, diseased, or dangerous, branches. Must be pruned and shaped during December or January and maintaining an eight-foot clearance above ground level especially over sidewalks and parking spaces throughout the year. Limbs obstructing view of signs should be removed at trunk or pruned to intersecting branches for best visual appearance. Sucker growth on trees should be kept pruned off at all times. Tree wells should be maintained weed-free of competing grass and broadleaved weeds. Mulch must remain 6 inches from root flare on trunk. Oak trees require pruning paint immediately after pruning cuts are made.

#### **Debris, Trash and Litter:**

All accumulated litter, debris, and fallen limbs must be removed and disposed of properly from all lawns, sidewalks, parking lots, curbs and landscape areas prior to mowing. Contractor shall remove grass clippings from walk, curbs and paving. Grass clippings are to be removed from lawns if in wind rows or if unsightly clumps are left on the lawn (normally created by the inability to mow on schedule because of rain).

#### **Parking Lot and Hard Surface Weed Control:**

Building maintenance strips, concrete expansion joints, curbs, gutters, and graveled or paved areas will be kept weed and grass free with the use of herbicides which inhibit or eradicate growth. Trimming shall be performed around all road signs, guard posts, trees, shrubs, utility poles and other obstacles paying special care not to damage trees and shrubs.

#### **Miscellaneous:**

Ditches, ROW and retention ponds must be maintained as if they are part of the property. Volunteer trees, vines and weeds along property lines and fences are to be eradicated.

#### **Emergencies:**

In the event of severe storm damage on properties, the Vendor must be available "as needed" to help County Maintenance workers cut and remove the debris and the Vendor may charge additional fees for such services.

## LANDSCAPE MAINTENANCE SCHEDULE CLASS C PROPERTIES

| FUNCTION                                                    | JAN                                                                                       | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|-------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Mowing Turf Areas                                           | Monthly                                                                                   |     |     |     |     |     |     |     |     |     |     |     |
| Edge Walks                                                  | Monthly                                                                                   |     |     |     |     |     |     |     |     |     |     |     |
| Line Trim                                                   | Monthly                                                                                   |     |     |     |     |     |     |     |     |     |     |     |
| Tree Trimming                                               | Major pruning in dormant season; seasonal growth removed when not meeting specifications. |     |     |     |     |     |     |     |     |     |     |     |
| Weed/Grass around tree wells/ signs/ irrigation boxes, etc. | Monthly                                                                                   |     |     |     |     |     |     |     |     |     |     |     |
| Property lines, ditches, retention ponds, etc.              | Monthly                                                                                   |     |     |     |     |     |     |     |     |     |     |     |

### CLASS-C PROPERTIES INCLUDED FOR ABOVE SPECIFICATIONS:

1. Block south of Jail/SO
2. Parking lot on MLK, south of Criminal Justice Center
3. Parking lot on MLK next to Warehouses
4. EMS Training, 321 W. 8<sup>th</sup> St, Georgetown
5. SO Narcotics, 323 W. 8<sup>th</sup> St., Georgetown
6. Blue Storage Warehouse, 401 W. 8<sup>th</sup> St., Georgetown
7. Brown Storage Warehouse, 402 W. 7<sup>th</sup> St., Georgetown
8. Carquest Bldg., 909 S. Austin Ave., Georgetown

**BID EVALUATION:**

Evaluation of the bids received will be based on, but is not limited to the following:

- Lowest and Reasonable Price
- Three (3) commercial references for similar contracts in size and scope (minimum 50,000 square feet) in the past three (5) years
- One commercial reference shall be for an equal (or higher) valued contract as that contained in this bid
- Availability of manpower
- On site Inspection of Vendor's equipment for capability to perform; if in the County's judgment the Vendor cannot perform adequately, then Vendor must show proof of intent to purchase equipment necessary to perform
- Company Qualifications and Experience (length of time in business, licenses, certifications)
- Methodology (how Vendor will calculate cost of property's added to or removed from contract)

**LIST OF MACHINERY AND EQUIPMENT**

It is required that a Vendor be able to perform landscape maintenance services as specified in this document. It is represented as part of this bid that all of the equipment listed on Attachment C is available for use on the work covered by this Bid.

As a part of the bid evaluation a team from the Facilities Maintenance Department will inspect the availability and capability of the equipment of the Vendor(s) submitting the apparent low bid(s).

## ATTACHMENT A

## BIDDER LIST OF EXPERIENCE AND CERTIFICATIONS

[illegible]

## Pre-Bid Inspection

Prior to this submittal, I \_\_\_\_\_ (print) have visually inspected and am familiar with all landscaping areas contained in this bid. Any discrepancies or questions have been reported in writing to the Facilities Maintenance Department. (Copy attached)

Printed name

Signature

Title

Company Name

Date \_\_\_\_\_

## ATTACHMENT B

### REFERENCES

Bidder must submit **three (3)** commercial references for similar contracts in size and scope (minimum 50,000 square feet) in the past three (5) years, Bidder must submit **One (1)** commercial reference which shall be for an equal (or higher) valued contract as that contained in this bid

1.     Company Name \_\_\_\_\_  
       Contact \_\_\_\_\_  
       Title     \_\_\_\_\_  
       Phone    \_\_\_\_\_
2.     Company Name \_\_\_\_\_  
       Contact \_\_\_\_\_  
       Title     \_\_\_\_\_  
       Phone    \_\_\_\_\_
3.     Company Name \_\_\_\_\_  
       Contact \_\_\_\_\_  
       Title     \_\_\_\_\_  
       Phone    \_\_\_\_\_
4.     Company Name \_\_\_\_\_  
       Contact \_\_\_\_\_  
       Title     \_\_\_\_\_  
       Phone    \_\_\_\_\_

### PROPERTIES ADDED OR REMOVED DURING CONTRACT PERIOD

Please explain how you will calculate cost of properties added to or removed from contract

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## ATTACHMENT C

## UNITS

## TYPE OF EQUIPMENT

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Printed name

**Signature**

## Title

Date \_\_\_\_\_



## ATTACHMENT D



### WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

**Printed name of person submitting form:**

**Name of Company:**

**Date:**

**Signature of person submitting form:**

Notarized:

**Sworn and subscribed before me**

**by:** \_\_\_\_\_

**on** \_\_\_\_\_  
**(date)**

**WILLIAMSON COUNTY BID FORM**  
**LANDSCAPE MAINTENANCE FOR WILLIAMSON COUNTY**  
**ANNUAL CONTRACT**  
**BID NUMBER: 12WCA018**

NAME OF BIDDER: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

EmailAddress: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

**ALL PROPERTIES EXCLUDING ANIMAL SHELTER**

**Total amount bid for a twelve (12) month period** \_\_\_\_\_  
WRITTEN AMOUNT

\_\_\_\_\_  
NUMERICAL AMOUNT

**Employees available for these properties** \_\_\_\_\_  
WRITTEN AMOUNT

\_\_\_\_\_  
NUMERICAL AMOUNT

**ANIMAL SHELTER:**

**Total amount bid for a twelve (12) month period** \_\_\_\_\_  
WRITTEN AMOUNT

\_\_\_\_\_  
NUMERICAL AMOUNT

**Employees available for this property** \_\_\_\_\_  
WRITTEN AMOUNT

\_\_\_\_\_  
NUMERICAL AMOUNT

Total amount of employees designated for this contract \_\_\_\_\_

WRITTEN AMOUNT

\_\_\_\_\_  
NUMERICAL AMOUNT

Number of Years Company has been in business \_\_\_\_\_

WRITTEN AMOUNT

\_\_\_\_\_  
NUMERICAL AMOUNT

CHECK ONE OF THE FOLLOWING:

☐ low item basis. (Will accept award on "any or all" items.)

☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

By signing this form:

- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

\_\_\_\_\_  
Signature of Person Authorized to Sign BID

Date of BID: \_\_\_\_\_

Printed Name and Title of Signer: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

**RETURN PAGES BEGINNING WITH PAGE 16 THROUGH THIS PAGE WITH YOUR BID  
PACKAGE AND ALL REQUIRED INFORMATION**

# Williamson County Inner Loop Annex

## Address:

**301 SE Inner Loop**  
**Georgetown, TX 78626**

## Directions:

### From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

### From North (Georgetown, Jarrell)

Take IH-35 Southbound

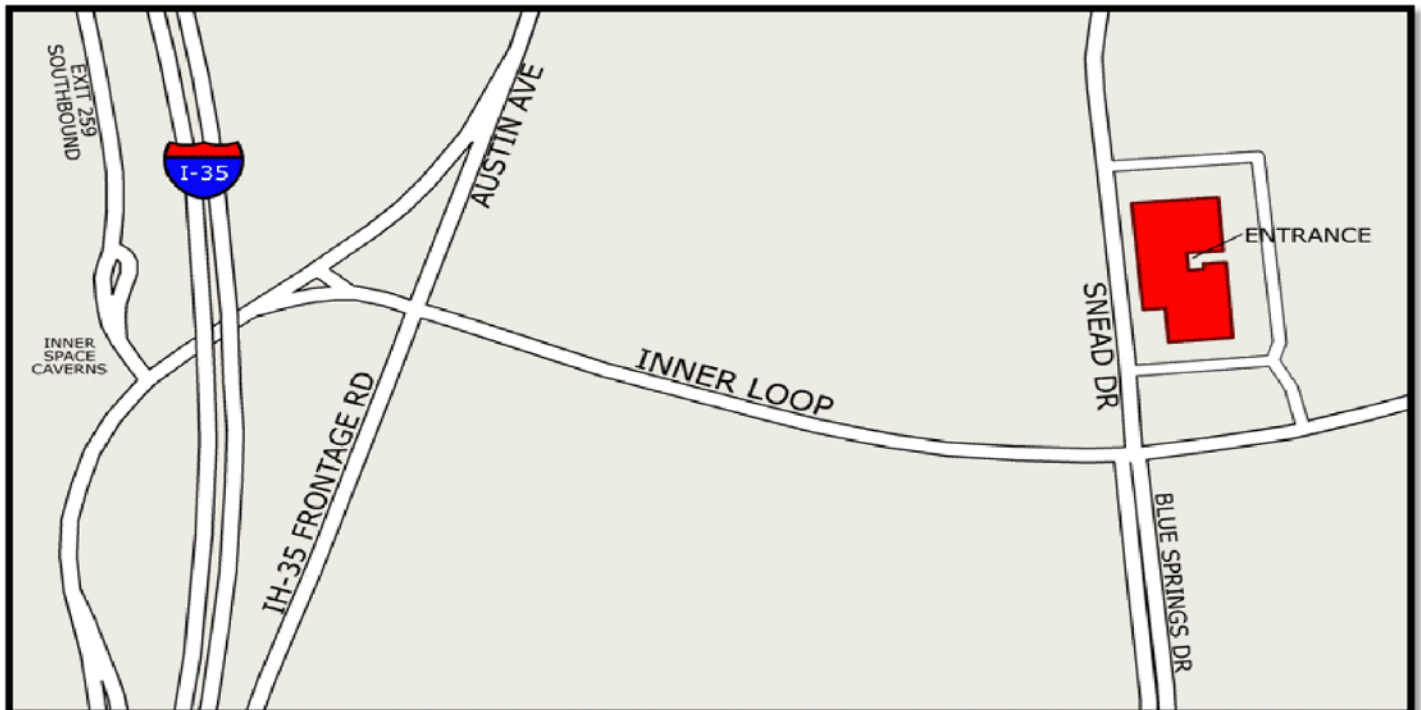
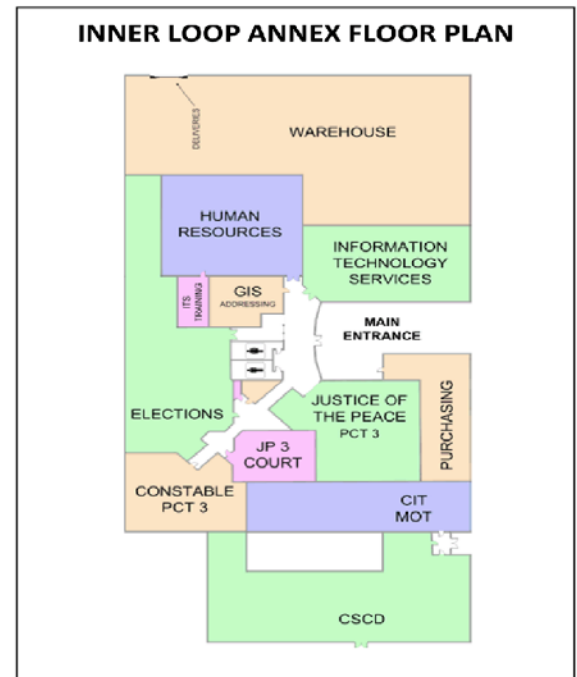
Exit 259

At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles





WILLIAMSON COUNTY  
PURCHASING DEPARTMENT  
301 SE INNER LOOP - SUITE 106  
GEORGETOWN, TEXAS 78626

<http://www.wilco-online.org/ebids/>

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## INVITATION FOR BIDS

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### FUELING CARD PROGRAM FOR WILLIAMSON COUNTY FLEET SERVICES

#### ANNUAL CONTRACT

**BID NUMBER: 12WCA015**

**BIDS MUST BE RECEIVED ON OR BEFORE: August 2, 2011 – 1:30 PM**

**BIDS WILL BE PUBLICLY OPENED: August 2, 2011 – 2:00 PM**

#### BID SUBMISSION

**DEADLINE:** Bids must be received in the Williamson County Purchasing Department on or before **1:30 pm on Tuesday, August 2, 2011**. Bids will be publicly opened at 2:00 pm or soon thereafter in the Williamson County Purchasing Office, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

**METHODS:** Sealed bids may be hand-delivered or mailed to the *Williamson County Purchasing Office, Attn: Brenda Fuller, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626.*

**FAX/EMAIL:** Facsimile and electronic mail transmittals are acceptable. For instructions regarding electronic submissions, please visit: <http://www.wilco.org/vendorinfo>. Failure to follow these instructions may cause your bid to be rejected.

#### BID REQUIREMENTS

**SUBMITTAL: TRIPLICATE:** Bids are to be submitted in triplicate (1 original complete bid set and 1 copy of the bid set AND 1 CD including all required documents). The bid sets should be marked "original" or "copy". A "bid set" consists of the COMPLETED AND SIGNED Bid Form and any other required documentation. All copies should have the same attachments as the original.

**SEALED:** All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bid name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

FUEL FOR FLEET SERVICES BID

**REFERENCES:** Williamson County may require bidder to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5) years. Include name of firm, address, phone number and name of representative

**LEGIBILITY:** Bids must be legible and of a quality that can be reproduced.

**FORMS:** All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after submission deadline.

**LATE BID:** Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

**RESPONSIBILITY:** It is expected that a prospective bidder will be able to affirmatively demonstrate bidder's responsibility. A prospective bidder should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

## **AWARD**

**THIRTY DAYS:** Awards should be made approximately thirty (30) days after the bid opening date. Results may be obtained by contacting the Purchasing Contact.

**REJECTION OR ACCEPTANCE:** No more than one bid will be awarded for any item, single department or area. Bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County. In determining the overall best bid, the County may exercise the following option granted to local government's under the Texas Local Government Code.

TLGC § 271.907. This option allows the County to evaluate bids and give preference to goods and/or services of a vendor that demonstrates that the vendor meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the bidder should provide information in narrative form indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

**CONTRACT:** This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County.

The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

**CONTRACT ADMINISTRATION:** Under this contract, Mike Fox, Fleet Services Director, Williamson County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

**CONTRACT PERIOD(S):** The Initial Contract Period is October 1, 2011 through September 30, 2012. Possible extensions include:

October 1, 2012 through September 30, 2013  
October 1, 2013 through September 30, 2014

**CONTRACT EXTENSIONS:** At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the latest index published and available one-hundred-and eighty (180) days prior to the end of the contract year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

## **BID CONTACTS**

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by 5:00 PM on Tuesday, July 26, 2011**. Every effort will be made to answer questions as soon as possible with an email response.

All submitted questions with their answers will be posted to the Williamson County portal,  
<http://wilco-online.org/ebids/bids.aspx>  
If you do not have access to email or internet please call the Purchasing contact below.

### **PURCHASING CONTACT:**

Brenda Fuller  
301 SE Inner Loop – Suite 106  
Georgetown, TX 78626  
(512) 943-1607  
[BrendaFuller@wilco.org](mailto:BrendaFuller@wilco.org)

### **TECHNICAL CONTACT:**

Ed Pospisil  
3151 SE Inner Loop  
Georgetown, TX 78626  
(512) 943-3343  
[epospisil@wilco.org](mailto:epospisil@wilco.org)

## MISCELLANEOUS

**FOB DESTINATION:** All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

**FIRM PRICING:** All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the Bid expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2012. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.

**ESTIMATED QUANTITIES:** The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

**FUNDING:** Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2011 thru September 30, 2012 fiscal year.

**SALES TAX:** Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

**DELIVERY:** The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages.

**PURCHASE ORDER:** If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful bidder for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

**PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received

OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker 943-1558.

**CONFLICT OF INTEREST:** No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

***The Williamson County Conflict of Interest Statement is included as Attachment A of this IFB. This form should be completed, signed, and submitted with your bid.***

**ETHICS:** The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

**DOCUMENTATION:** Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

**FOR CAUSE:** In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Bidder's bid, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Bidder may be given reasonable time to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default

or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**COMPLIANCE WITH LAWS:** The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

## **WORKER'S COMPENSATION**

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the bidder provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.



# BID SPECIFICATIONS

## FUELING CARD PROGRAM

Williamson County currently has 542 vehicles that operate under the Fleet Fueling card program. These vehicles generate an estimated yearly average fuel consumption of 195,000 gallons of unleaded and 79,000 gallons of diesel.

Successful vendor shall provide sufficient number of sites to adequately service Williamson County locally and nationally and shall submit detailed information on locations as to hours of service and diesel availability.

Each County Department using fuel shall be billed separately. Billing shall include all applicable taxes and freight charges minus federal excise tax. Once the Department Head signs off on the bill it will then be submitted for payment.

The cost to the County for fuel and fuel management reporting OFF SITE; The cost will be the actual Refiner's Rack price for that site as reported by the Thursday posting of the Oil Pricing Information Service. Prices are adjusted weekly using this Thursday posting of OPIS to calculate cost at each fueling location for that week (Sunday night midnight to Sunday night midnight), please state any additional costs that may be applicable. If freight is an additional cost, please state how it applies to our cost.

The successful bidder will be required to provide a 24 hour, 7 day a week computer monitored and controlled fuel system. The absence of human intervention guarantees no ticket manipulation as the computer secures exact gallon accounting and billing.

The successful bidder will not assign, sell, or otherwise transfer this contract without written permission of the Williamson County Commissioners Court.

### Access Cards

The Successful Bidder will issue to subscriber, at the Bidder's expense, all Fleet Fueling cards for each of the County's vehicles and PIN numbers for each driver. Replacement cards/PINS will be provided at no charge as well. The access cards are to provide the following.

- a. Vehicle and driver identification
- b. Security code ID
- c. Fuel type information
- d. Tank capacity limitation
- e. Daily limits on fuel, oil, and maintenance
- f. Weekly limits on fuel, oil, and maintenance
- g. Time of day fuel restrictions
- h. Site restrictions

### Management Controls Online

As a part of the bid, the Successful Bidder agrees to provide all County card information and fuel transaction reporting online for County use. At the Bidder's password-protected Web Site, County will be able to view and make changes to County's account at no additional cost:

- a. Issue, reissue, replace, renew and deactivate cards.
- b. Add, edit, lock, and unlock employees
- c. Create PINS for new employees
- d. Add, edit, lock and unlock vehicles
- e. View transactions
- f. Print management reports and invoices
- g. View sites

### Weekly Fleet Management Reports And Interface

The Successful bidder will be responsible for providing a Fuel Interface that will allow fuel consumption reports to be submitted electronically and interface with the County's Fleet Management Software. Any costs incurred for the interface to function will be the responsibility of the Vendor.

The Successful Bidder agrees to furnish weekly and daily Fleet Management reports to County at no additional costs. These reports detail the fuel and maintenance transactions per vehicle giving the following information:

- a. Vehicle description
- b. Driver name
- c. Date and time of fueling
- d. Location of fueling
- e. Odometer Reading
- f. Miles per gallon per vehicle
- g. Gallons, current, and extended price
- h. Total consumption for the week
- i. Description of any service item purchased (the only service that Williamson County allows is a car wash.)

Fuel consumption reports are to be transmitted to County electronically (IBM compatible) and via printed program reporting. Weekly Motor Fuel Management Reports are to be made available on a weekly basis. Other reports include monthly motor fuel summary reports, maintenance reports, and other custom reports as needed.

## ATTACHMENT A



### WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

**Printed name of person submitting form:**

**Name of Company:**

**Date:**

**Signature of person submitting form:**

Notarized:

**Sworn and subscribed before me**  
**by:** \_\_\_\_\_

**on** \_\_\_\_\_  
**(date)**

**WILLIAMSON COUNTY BID FORM**  
**FUEL CARD PROGRAM**  
**FOR WILLIAMSON COUNTY FLEET SERVICES**  
**ANNUAL CONTRACT**  
**BID NUMBER: 12WCA015**

NAME OF BIDDER: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

**FUELING CARD**

**PRICE ALL ITEMS EXCLUSIVE OF TAXES BASED ON PUBLISHED THURSDAY OPIS PRICE**

**FOR THIS BID TABULATION, USE OPIS DATED APRIL 14, 2011, SHELL BRANDED RACK, AUSTIN, TEXAS AREA**

PLEASE NOTE DESPITE USING SHELL RACK FOR BID TABULATION, THE COST OF FUEL AT EACH OFF-SITE LOCATION IS THE ACTUAL REFINER'S RACK PRICE FOR THAT SITE ACCORDING TO THE THURSDAY POSTING OF OPIS.

**PRICE ALL ITEMS PER GALLON.**

**GAS CARD USERS**

| ITEM # | DESCRIPTION                     | SHELL b | VENDOR MARK-UP | FREIGHT | FIRM DISCOUNT | COST TO COUNTY |
|--------|---------------------------------|---------|----------------|---------|---------------|----------------|
| 1      | Regular Unleaded Gasoline       |         |                |         |               |                |
| 2      | Middle-Grade Unleaded Gasoline  |         |                |         |               |                |
| 3      | Super/Supreme Unleaded Gasoline |         |                |         |               |                |
| 4      | Diesel # 2 Fuel                 |         |                |         |               |                |

CHECK ONE OF THE FOLLOWING:

☐ low item basis. (Will accept award on "any or all" items.)

☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

By signing this form:

- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

\_\_\_\_\_  
Signature of Person Authorized to Sign BID

Date of BID: \_\_\_\_\_

Printed Name and Title of Signer: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

**RETURN PAGES BEGINNING WITH PAGE 7 THROUGH THIS PAGE WITH YOUR BID PACKAGE  
AND ALL REQUIRED INFORMATION**

# Williamson County Inner Loop Annex

## Address:

**301 SE Inner Loop**  
**Georgetown, TX 78626**

## Directions:

### From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

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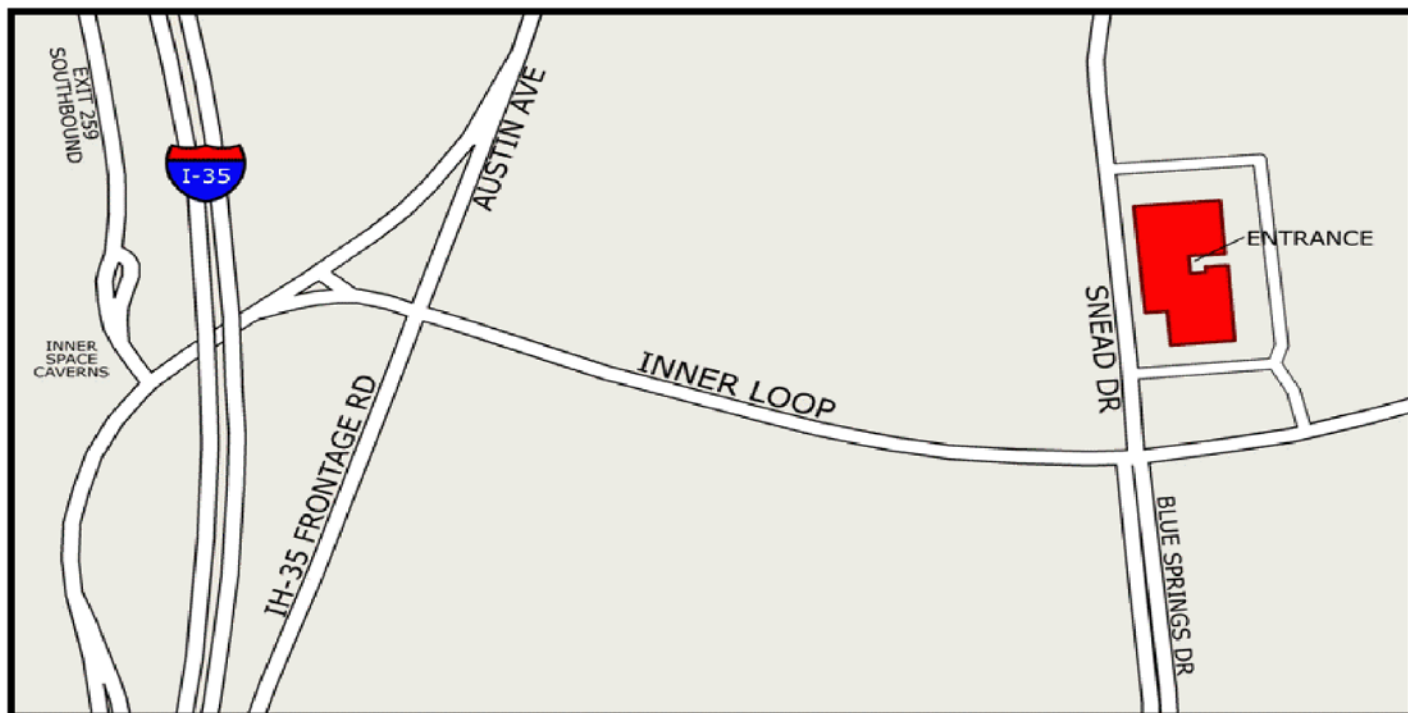
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At stop stay straight onto Inner Loop

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**INNER LOOP ANNEX FLOOR PLAN**





WILLIAMSON COUNTY  
PURCHASING DEPARTMENT  
301 SE INNER LOOP - SUITE 106  
GEORGETOWN, TEXAS 78626

<http://www.wilco-online.org/ebids/>

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## INVITATION FOR BIDS

---

### CLOTHING FOR WILLIAMSON COUNTY JUVENILE SERVICES

### ANNUAL CONTRACT

**BID NUMBER: 12WCA055**

**BIDS MUST BE RECEIVED ON OR BEFORE: August 2, 2011 – 1:30 PM**

**BIDS WILL BE PUBLICLY OPENED: August 2, 2011 – 2:00 PM**

### BID SUBMISSION

**DEADLINE:** Bids must be received in the Williamson County Purchasing Department on or before **1:30 pm on Tuesday, August 2, 2011**. Bids will be publicly opened at 2:00 pm or soon thereafter in the Williamson County Purchasing Department; Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

**METHODS:** Sealed bids may be hand-delivered or mailed to the Williamson County Purchasing Department, Attn: Kerstin Hancock, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626.

**FAX/EMAIL:** Facsimile and electronic mail transmittals are acceptable. For instructions regarding electronic submissions, please visit:  
<http://www.wilco.org/vendorinfo>  
Failure to follow these instructions may cause your bid to be rejected.

### BID REQUIREMENTS

**SUBMITTAL:** TRIPLICATE: Bids are to be submitted in triplicate (1 original complete bid set and 1 copy of the bid set AND 1 CD including all required documents). The bid sets should be marked "original" or "copy". A "bid set" consists of the COMPLETED AND SIGNED Bid Form and any other required documentation. All copies should have the same attachments as the original.

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## **AWARD**

**THIRTY DAYS:** Awards should be made approximately thirty (30) days after the bid opening date. Results may be obtained by contacting the Purchasing Contact.

**REJECTION OR ACCEPTANCE:** No more than one bid will be awarded for any item, single department or area. Bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County. In determining the overall best bid, the County may exercise the following option granted to local government's under the Texas Local Government Code.

TLGC § 271.907. This option allows the County to evaluate bids and give preference to goods and/or services of a vendor that demonstrates that the vendor meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the bidder should provide information in narrative form indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

**CONTRACT:** This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County.

The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

**CONTRACT ADMINISTRATION:** Under this contract, Robyn Murray, Business Manager, Williamson County Juvenile Services, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

**CONTRACT PERIOD(S):** The Initial Contract Period is October 1, 2011 through September 30, 2012. Possible extensions include:

October 1, 2012 through September 30, 2013  
October 1, 2013 through September 30, 2014

**CONTRACT EXTENSIONS:** At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the latest index published and available one-hundred-and eighty (180) days prior to the end of the contract year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

## **BID CONTACTS**

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by 5:00 PM on Tuesday, July 26, 2011**. Every effort will be made to answer questions as soon as possible with an email response.

All submitted questions with their answers will be posted to the Williamson County portal, <http://wilco-online.org/ebids/bids.aspx>. If you do not have access to email or internet please call the Purchasing contact below.

### **PURCHASING CONTACT:**

Kerstin Hancock  
301 SE Inner Loop – Suite 106  
Georgetown, TX 78626  
(512) 943-1546  
[wmsncntybids@wilco.org](mailto:wmsncntybids@wilco.org)

### **TECHNICAL CONTACT:**

Linda Straley  
1821 S. E. Inner Loop  
Georgetown, TX 78626  
(512) 943-3276  
[lstraley@wilco.org](mailto:lstraley@wilco.org)



## MISCELLANEOUS

**FOB DESTINATION:** All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

**FIRM PRICING:** All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the Bid expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2012. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.

**ESTIMATED QUANTITIES:** The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

**FUNDING:** Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2011 thru September 30, 2012 fiscal year.

**SALES TAX:** Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

**DELIVERY:** The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages.

**PURCHASE ORDER:** If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful bidder for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

**PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than

thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, 943-1558 or Debbie Frazier, 943-1538.

**CONFLICT OF INTEREST:** No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

***The Williamson County Conflict of Interest Statement is included as Attachment A of this IFB. This form should be completed, signed, and submitted with your bid.***

**ETHICS:** The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

**DOCUMENTATION:** Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

**TERMINATION FOR CAUSE:** In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Bidder's bid, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Bidder may be given reasonable time to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to

cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws

and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

## **WORKER'S COMPENSATION**

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the bidder provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.

## **BID SPECIFICATIONS**

This specification establishes the minimum requirements for the purchase of Juvenile uniforms.

Clothing will be purchased on an "As Needed" basis. Vendor must have in-stock availability of all sizes and types of garments listed in this Bid. All precautions will be taken to ensure that no seconds are delivered.

The vendor must submit with Bid a size range availability chart for each item bid.

The vendor must submit with Bid a written return/exchange policy. Policy should indicate no charge for restocking returned/exchanged garments.

Requested samples will be provided at no cost to the County within seventy-two (72) hours from the date of request. If requested samples are to be returned bidder must provide a return shipping label.

Drop Shipping is not allowed. Williamson County may not pay for items delivered via drop shipping.

**WILLIAMSON COUNTY BID FORM**  
**UNIFORMS FOR WILLIAMSON COUNTY JUVENILE SERVICES**  
**ANNUAL CONTRACT**  
**BID NUMBER: 12WCA055**

NAME OF BIDDER: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Bidder is to bid all items according to the specifications listed below. Bidder **must** use the unit of measure (UOM) provided in the specifications. If a substitute is offered write "see attached" in the price column of that item and provide item description, sizes available, brand name, stock #, UOM, and price on a separate sheet of paper.

State delivery time: \_\_\_\_\_ if additional space is needed write "see attached" in space provided and state delivery time(s) on a separate sheet of paper. Delivery time(s) **must** be provided.

| Item # | Item Description                                                 | Sizes    | Brand Bid | Stock # | UOM  | Price |
|--------|------------------------------------------------------------------|----------|-----------|---------|------|-------|
| 1      | Shorts, No Logo, Gray, 50% Cotton                                | Small    |           |         | Each |       |
| 2      | Shorts, No Logo, Gray, 50% Cotton                                | Medium   |           |         | Each |       |
| 3      | Shorts, No Logo, Gray, 50% Cotton                                | Large    |           |         | Each |       |
| 4      | Shorts, No Logo, Gray, 50% Cotton                                | X-Large  |           |         | Each |       |
| 5      | Compression Shorts, Black,                                       | Small    |           |         | Each |       |
| 6      | Compression Shorts, Black,                                       | Medium   |           |         | Each |       |
| 7      | Compression Shorts, Black,                                       | Large    |           |         | Each |       |
| 8      | Compression Shorts, Black,                                       | X-Large  |           |         | Each |       |
| 9      | Compression Shorts, Black,                                       | XX-Large |           |         | Each |       |
| 10     | T-shirts, No Logo, Gray, Short Sleeve, 50% Cotton, 50% Polyester | Small    |           |         | Each |       |
| 11     | T-shirts, No Logo, Gray, Short Sleeve, 50% Cotton, 50% Polyester | Medium   |           |         | Each |       |

| Item # | Item Description                                                                       | Sizes   | Brand Bid | Stock # | UOM   | Price |
|--------|----------------------------------------------------------------------------------------|---------|-----------|---------|-------|-------|
| 12     | T-shirts, No Logo, Gray, Short Sleeve, 50% Cotton, 50% Polyester                       | Large   |           |         | Each  |       |
| 13     | T-shirts, No Logo, Gray, Short Sleeve, 50% Cotton, 50% Polyester                       | X-Large |           |         | Eeach |       |
| 14     | Sweatshirts, No Logo, Gray, Long Sleeve, 50% Cotton, 50% Polyester                     | Small   |           |         | Each  |       |
| 15     | Sweatshirts, No Logo, Gray, Long Sleeve, 50% Cotton, 50% Polyester                     | Medium  |           |         | Each  |       |
| 16     | Sweatshirts, No Logo, Gray, Long Sleeve, 50% Cotton, 50% Polyester                     | Large   |           |         | Each  |       |
| 17     | Sweatshirts, No Logo, Gray, Long Sleeve, 50% Cotton, 50% Polyester                     | X-Large |           |         | Each  |       |
| 18     | Sweatpants, No Logo, Gray, Draw String Waist, Elastic Ankle, 50% Cotton, 50% Polyester | Small   |           |         | Each  |       |
| 19     | Sweatpants, No Logo, Gray, Draw String Waist, Elastic Ankle, 50% Cotton, 50% Polyester | Medium  |           |         | Each  |       |
| 20     | Sweatpants, No Logo, Gray, Draw String Waist, Elastic Ankle, 50% Cotton, 50% Polyester | Large   |           |         | Each  |       |
| 21     | Sweatpants, No Logo, Gray, Draw String Waist, Elastic Ankle, 50% Cotton, 50% Polyester | X-Large |           |         | Each  |       |
| 22     | Knit Cap, Black, 100% Wool                                                             | All     |           |         | Each  |       |
| 23     | Slip On PVC Sandals, Whole Sizes                                                       | 15-Jun  |           |         | Pair  |       |
| 24     | Shoe, Black Canvas, Low Top, Whole Sizes                                               | 5 to 15 |           |         | Pair  |       |
| 25     | VNeck Shirt, Khaki, Tristitch, 65% Polyester 35% Cotton                                | Small   |           |         | Each  |       |

| Item # | Item Description                                        | Sizes    | Brand Bid | Stock # | UOM  | Price |
|--------|---------------------------------------------------------|----------|-----------|---------|------|-------|
| 26     | VNeck Shirt, Khaki, Tristitch, 65% Polyester 35% Cotton | Medium   |           |         | Each |       |
| 27     | VNeck Shirt, Khaki, Tristitch, 65% Polyester 35% Cotton | Large    |           |         | Each |       |
| 28     | VNeck Shirt, Khaki, Tristitch, 65% Polyester 35% Cotton | X-Large  |           |         | Each |       |
| 29     | VNeck Shirt, Khaki, Tristitch, 65% Polyester 35% Cotton | XX-Large |           |         | Each |       |
| 30     | VNeck Shirt, Khaki, Tristitch, 65% Polyester 35% Cotton | 3X-Large |           |         | Each |       |
| 31     | VNeck Shirt, Khaki, Tristitch, 65% Polyester 35% Cotton | 4X-Large |           |         | Each |       |
| 32     | VNeck Shirt, Khaki, Tristitch, 65% Polyester 35% Cotton | 5X-Large |           |         | Each |       |
| 33     | Trousers, Khaki, Tristitch, 65% Polyester 35% Cotton    | Small    |           |         | Each |       |
| 34     | Trousers, Khaki, Tristitch, 65% Polyester 35% Cotton    | Medium   |           |         | Each |       |
| 35     | Trousers, Khaki, Tristitch, 65% Polyester 35% Cotton    | Large    |           |         | Each |       |
| 36     | Trousers, Khaki, Tristitch, 65% Polyester 35% Cotton    | X-Large  |           |         | Each |       |
| 37     | Trousers, Khaki, Tristitch, 65% Polyester 35% Cotton    | XX-Large |           |         | Each |       |
| 38     | Trousers, Khaki, Tristitch, 65% Polyester 35% Cotton    | 3X-Large |           |         | Each |       |
| 39     | Trousers, Khaki, Tristitch, 65% Polyester 35% Cotton    | 4X-Large |           |         | Each |       |
| 40     | Trousers, Khaki, Tristitch, 65% Polyester 35% Cotton    | 5X-Large |           |         | Each |       |
| 41     | Men's Khaki Twill Dress Pants, Cotton/Poly Blend        | Small    |           |         | Each |       |

| Item # | Item Description                                                       | Sizes    | Brand Bid | Stock # | UOM   | Price |
|--------|------------------------------------------------------------------------|----------|-----------|---------|-------|-------|
| 42     | Men's Khaki Twill Dress Pants, Cotton/Poly Blend                       | Medium   |           |         | Each  |       |
| 43     | Men's Khaki Twill Dress Pants, Cotton/Poly Blend                       | Large    |           |         | Each  |       |
| 44     | Men's Khaki Twill Dress Pants, Cotton/Poly Blend                       | X-Large  |           |         | Each  |       |
| 45     | Men's Khaki Twill Dress Pants, Cotton/Poly Blend                       | XX-Large |           |         | Each  |       |
| 46     | Men's Khaki Twill Dress Pants, Cotton/Poly Blend                       | 3X-Large |           |         | Each  |       |
| 47     | Men's Khaki Twill Dress Pants, Cotton/Poly Blend                       | 4X-Large |           |         | Each  |       |
| 48     | Men's Khaki Twill Dress Pants, Cotton/Poly Blend                       | 5X-Large |           |         | Each  |       |
| 49     | Briefs, White, Poly/Cotton, Men's Sizes, medium to heavy weight fabric | Small    |           |         | Dozen |       |
| 50     | Briefs, White, Poly/Cotton, Men's Sizes, medium to heavy weight fabric | Medium   |           |         | Dozen |       |
| 51     | Briefs, White, Poly/Cotton, Men's Sizes, medium to heavy weight fabric | Large    |           |         | Dozen |       |
| 52     | Briefs, White, Poly/Cotton, Men's Sizes, medium to heavy weight fabric | X-Large  |           |         | Dozen |       |
| 53     | Briefs, White, Poly/Cotton, Men's Sizes, medium to heavy weight fabric | XX-Large |           |         | Dozen |       |
| 54     | Briefs, White, Poly/Cotton, Men's Sizes, medium to heavy weight fabric | 3X-Large |           |         | Dozen |       |
| 55     | Briefs, White, Poly/Cotton, Men's Sizes, medium to heavy weight fabric | 4X-Large |           |         | Dozen |       |

|    |                                                                        |          |  |  |       |  |
|----|------------------------------------------------------------------------|----------|--|--|-------|--|
| 56 | Briefs, White, Poly/Cotton, Men's Sizes, medium to heavy weight fabric | 5X-Large |  |  | Dozen |  |
| 57 | Panties, 100% Cotton, medium to heavy weight fabric                    | 5        |  |  | Dozen |  |
| 58 | Panties, 100% Cotton, medium to heavy weight fabric                    | 6        |  |  | Dozen |  |
| 59 | Panties, 100% Cotton, medium to heavy weight fabric                    | 7        |  |  | Dozen |  |
| 60 | Panties, 100% Cotton, medium to heavy weight fabric                    | 8        |  |  | Dozen |  |
| 61 | Panties, 100% Cotton, medium to heavy weight fabric                    | 9        |  |  | Dozen |  |
| 62 | Panties, 100% Cotton, medium to heavy weight fabric                    | 10       |  |  | Dozen |  |
| 63 | Panties, 100% Cotton, medium to heavy weight fabric                    | 11       |  |  | Dozen |  |
| 64 | Panties, 100% Cotton, medium to heavy weight fabric                    | 12       |  |  | Dozen |  |
| 65 | T-Shirt, 100% Cotton, White, Crew Neck, medium to heavy weight fabric  | Small    |  |  | Dozen |  |
| 66 | T-Shirt, 100% Cotton, White, Crew Neck, medium to heavy weight fabric  | Medium   |  |  | Dozen |  |
| 67 | T-Shirt, 100% Cotton, White, Crew Neck, medium to heavy weight fabric  | Large    |  |  | Dozen |  |
| 68 | T-Shirt, 100% Cotton, White, Crew Neck, medium to heavy weight fabric  | X-Large  |  |  | Dozen |  |
| 69 | T-Shirt, 100% Cotton, White, Crew Neck, medium to heavy weight fabric  | XX-Large |  |  | Dozen |  |
| 70 | T-Shirt, 100% Cotton, Black, Crew Neck, medium to heavy weight fabric  | Small    |  |  | Dozen |  |



|    |                                                                       |          |  |  |       |  |
|----|-----------------------------------------------------------------------|----------|--|--|-------|--|
| 71 | T-Shirt, 100% Cotton, Black, Crew Neck, medium to heavy weight fabric | Medium   |  |  | Dozen |  |
| 72 | T-Shirt, 100% Cotton, Black, Crew Neck, medium to heavy weight fabric | Large    |  |  | Dozen |  |
| 73 | T-Shirt, 100% Cotton, Black, Crew Neck, medium to heavy weight fabric | X-Large  |  |  | Dozen |  |
| 74 | T-Shirt, 100% Cotton, Black, Crew Neck, medium to heavy weight fabric | XX-Large |  |  | Dozen |  |
| 75 | T-Shirt, Cotton/Poly Blend, Navy                                      | Small    |  |  | Dozen |  |
| 76 | T-Shirt, Cotton/Poly Blend, Navy                                      | Medium   |  |  | Dozen |  |
| 77 | T-Shirt, Cotton/Poly Blend, Navy                                      | Large    |  |  | Dozen |  |
| 78 | T-Shirt, Cotton/Poly Blend, Navy                                      | X-Large  |  |  | Dozen |  |
| 79 | T-Shirt, Cotton/Poly Blend, Navy                                      | XX-Large |  |  | Dozen |  |
| 80 | Polo Shirts, Cotton/Poly Blend, Navy                                  | Small    |  |  | Dozen |  |
| 81 | Polo Shirts, Cotton/Poly Blend, Navy                                  | Medium   |  |  | Dozen |  |
| 82 | Polo Shirts, Cotton/Poly Blend, Navy                                  | Large    |  |  | Dozen |  |
| 83 | Polo Shirts, Cotton/Poly Blend, Navy                                  | X-Large  |  |  | Dozen |  |
| 84 | Polo Shirts, Cotton/Poly Blend, Navy                                  | XX-Large |  |  | Dozen |  |
| 85 | Polo Shirts, Cotton/Poly Blend, Black                                 | Small    |  |  | Dozen |  |
| 86 | Polo Shirts, Cotton/Poly Blend, Black                                 | Medium   |  |  | Dozen |  |
| 87 | Polo Shirts, Cotton/Poly Blend, Black                                 | Large    |  |  | Dozen |  |
| 88 | Polo Shirts, Cotton/Poly Blend, Black                                 | X-Large  |  |  | Dozen |  |
| 89 | Polo Shirts, Cotton/Poly Blend, Black                                 | XX-Large |  |  | Dozen |  |
| 90 | Polo Shirts, Cotton/Poly Blend, White                                 | Small    |  |  | Dozen |  |
| 91 | Polo Shirts, Cotton/Poly Blend, White                                 | Medium   |  |  | Dozen |  |

|     |                                                              |              |  |  |       |  |
|-----|--------------------------------------------------------------|--------------|--|--|-------|--|
| 92  | Polo Shirts, Cotton/Poly Blend, White                        | Large        |  |  | Dozen |  |
| 93  | Polo Shirts, Cotton/Poly Blend, White                        | X-Large      |  |  | Dozen |  |
| 94  | Polo Shirts, Cotton/Poly Blend, White                        | XX-Large     |  |  | Dozen |  |
| 95  | White Socks, Tube, 80% Cotton, medium to heavy weight fabric | One Fits All |  |  | Dozen |  |
| 96  | White, Low Cut Ankle Socks                                   | One Fits All |  |  | Dozen |  |
| 97  | White Sport Bras, Two-Ply Lycra/Cotton Constr                | Medium       |  |  | Dozen |  |
| 98  | White Sport Bras, Two-Ply Lycra/Cotton Constr                | Large        |  |  | Dozen |  |
| 99  | White Sport Bras, Two-Ply Lycra/Cotton Constr                | X-Large      |  |  | Dozen |  |
| 100 | White Sport Bras, Two-Ply Lycra/Cotton Constr                | XX-Large     |  |  | Dozen |  |
| 101 | Orange Jacket, Water Resistant, Snap Up                      | Medium       |  |  | Each  |  |
| 102 | Orange Jacket, Water Resistant, Snap Up                      | Large        |  |  | Each  |  |
| 103 | Orange Jacket, Water Resistant, Snap Up                      | X-Large      |  |  | Each  |  |
| 104 | Orange Jacket, Water Resistant, Snap Up                      | XX-Large     |  |  | Each  |  |
| 105 | Winter Jacket, Cotton/Poly Blend                             | Small        |  |  | Each  |  |
| 106 | Winter Jacket, Cotton/Poly Blend                             | Medium       |  |  | Each  |  |
| 107 | Winter Jacket, Cotton/Poly Blend                             | Large        |  |  | Each  |  |
| 108 | Winter Jacket, Cotton/Poly Blend                             | X-Large      |  |  | Each  |  |
| 109 | Winter Jacket, Cotton/Poly Blend                             | XX-Large     |  |  | Each  |  |
| 110 | Isolation/Suicide Cell Jumpsuit                              | Small        |  |  | Each  |  |
| 111 | Isolation/Suicide Cell Jumpsuit                              | Medium       |  |  | Each  |  |
| 112 | Isolation/Suicide Cell Jumpsuit                              | Large        |  |  | Each  |  |
| 113 | Isolation/Suicide Cell Jumpsuit                              | X-Large      |  |  | Each  |  |

CHECK ONE OF THE FOLLOWING:

☐ low item basis. (Will accept award on "any or all" items.)

☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

By signing this form:

- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

\_\_\_\_\_  
Signature of Person Authorized to Sign BID

Date of BID: \_\_\_\_\_

Printed Name and Title of Signer: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

**RETURN PAGES BEGINNING WITH PAGE 6 THROUGH PAGE 10 WITH YOUR BID PACKAGE  
AND ALL REQUIRED INFORMATION**

## ATTACHMENT A



### WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

**Printed name of person submitting form:**

**Name of Company:**

**Date:**

**Signature of person submitting form:**

Notarized:

**Sworn and subscribed before me**  
**by:** \_\_\_\_\_

**on** \_\_\_\_\_  
**(date)**

# Williamson County Inner Loop Annex

**Address:**

**301 SE Inner Loop  
Georgetown, TX 78626**

**Directions:**

**From South (Austin, Round Rock)**

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

**From North (Georgetown, Jarrell)**

Take IH-35 Southbound

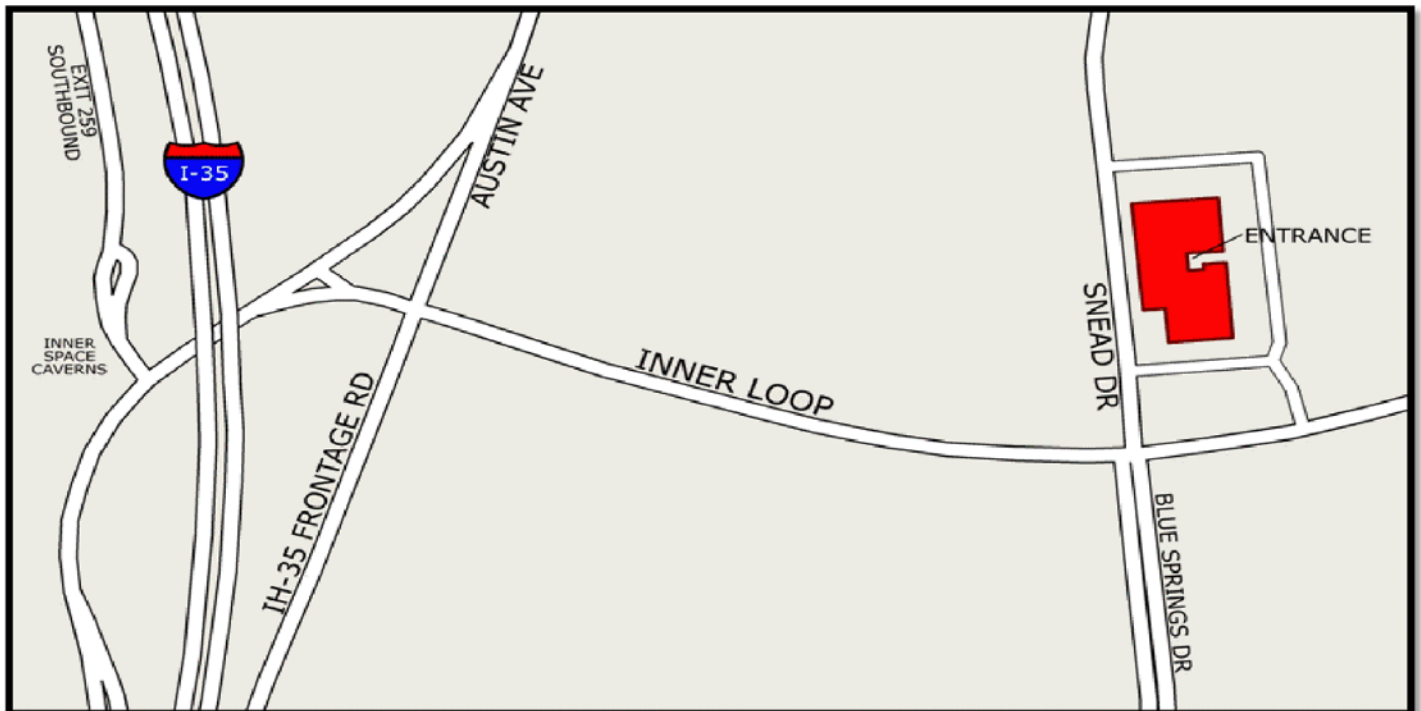
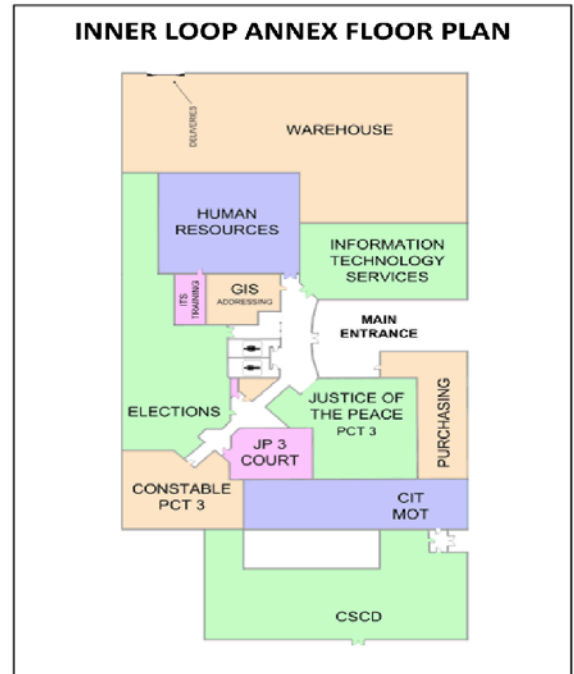
Exit 259

At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles





WILLIAMSON COUNTY  
PURCHASING DEPARTMENT  
301 SE INNER LOOP - SUITE 106  
GEORGETOWN, TEXAS 78626

<http://www.wilco-online.org/ebids/>

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## INVITATION FOR BIDS

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### UNIFORMS FOR WILLIAMSON COUNTY JUVENILE SERVICES

### ANNUAL CONTRACT

**BID NUMBER: 12WCA054**

**BIDS MUST BE RECEIVED ON OR BEFORE: August 2, 2011 – 1:30 PM**

**BIDS WILL BE PUBLICLY OPENED: August 2, 2011 – 2:00 PM**

### BID SUBMISSION

**DEADLINE:** Bids must be received in the Williamson County Purchasing Department on or before **1:30 PM on Tuesday, August 2, 2011**. Bids will be publicly opened at 2:00 pm or soon thereafter in the Williamson County Purchasing Department; Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

**METHODS:** Sealed bids may be hand-delivered or mailed to the Williamson County Purchasing Department, Attn: Kerstin Hancock, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626.

**FAX/EMAIL:** Facsimile and electronic mail transmittals are acceptable. For instructions regarding electronic submissions, please visit:  
<http://www.wilco.org/vendorinfo>  
Failure to follow these instructions may cause your bid to be rejected.

### BID REQUIREMENTS

**SUBMITTAL:** TRIPLICATE: Bids are to be submitted in triplicate (1 original complete bid set and 1 copy of the bid set AND 1 CD including all required documents). The bid sets should be marked "original" or "copy". A "bid set" consists of the COMPLETED AND SIGNED Bid Form and any other required documentation. All copies should have the same attachments as the original.

**SEALED:** All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery service is used**, the bid name, number, opening date and time should be clearly marked on the outside of the delivery service envelope.

**REFERENCES:** Williamson County may require bidder to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5) years. Include name of firm, address, phone number and name of representative

**LEGIBILITY:** Bids must be legible and of a quality that can be reproduced.

**FORMS:** All bids will be submitted on the forms provided in this bid document. Changes to bid forms made by bidders may disqualify the bid. Bids cannot be altered or amended after submission deadline.

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- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
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Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

## AWARD

**THIRTY DAYS:** Awards should be made approximately thirty (30) days after the bid opening date. Results may be obtained by contacting the Purchasing Contact.

**REJECTION OR ACCEPTANCE:** No more than one bid will be awarded for any item, single department or area. Bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County. In determining the overall best bid, the County may exercise the following option granted to local government's under the Texas Local Government Code.

TLGC § 271.907. This option allows the County to evaluate bids and give preference to goods and/or services of a vendor that demonstrates that the vendor meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the bidder should provide information in narrative form indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

**CONTRACT:** This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County.

The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

**CONTRACT ADMINISTRATION:** Under this contract, Robyn Murray, Business Manager, Williamson County Juvenile Services, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

**CONTRACT PERIOD(S):** The Initial Contract Period is October 1, 2011 through September 30, 2012. Possible extensions include:

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**CONTRACT EXTENSIONS:** At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the latest index published and available one-hundred-and eighty (180) days prior to the end of the contract year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

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Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by 5:00 PM on Tuesday, July 26, 2011**. Every effort will be made to answer questions as soon as possible with an email response.

All submitted questions with their answers will be posted to the Williamson County portal,  
<http://wilco-online.org/ebids/bids.aspx>  
If you do not have access to email or internet please call the Purchasing contact below.

### PURCHASING CONTACT:

Kerstin Hancock  
301 SE Inner Loop – Suite 106  
Georgetown, TX 78626  
(512) 943-1546  
[wmsncntybids@wilco.org](mailto:wmsncntybids@wilco.org)

### TECHNICAL CONTACT:

Linda Straley  
1821 S. E. Inner Loop  
Georgetown, TX 78626  
(512) 943-3276  
[lstraley@wilco.org](mailto:lstraley@wilco.org)



## MISCELLANEOUS

**FOB DESTINATION:** All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

**FIRM PRICING:** All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the Bid expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2012. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.

**ESTIMATED QUANTITIES:** The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

**FUNDING:** Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2011 thru September 30, 2012 fiscal year.

**SALES TAX:** Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

**DELIVERY:** The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages.

**PURCHASE ORDER:** If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful bidder for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

**PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received

OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, 943-1558 or Debbie Frazier, 943-1538.

**CONFLICT OF INTEREST:** No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

***The Williamson County Conflict of Interest Statement is included as Attachment A of this IFB. This form should be completed, signed, and submitted with your bid.***

**ETHICS:** The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

**DOCUMENTATION:** Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

**TERMINATION FOR CAUSE:** In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Bidder's bid, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Bidder may be given reasonable time to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be



construed as negating the basis for termination for non-performance.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the

profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

## **WORKER'S COMPENSATION**

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the bidder provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.

## **BID SPECIFICATIONS**

This specification establishes the minimum requirements for the purchase of Juvenile uniforms.

Uniforms will be purchased on an "As Needed" basis. Vendor must have in-stock availability of all sizes and types of garments listed in this Bid. All precautions will be taken to ensure that no seconds are delivered.

The vendor must submit with Bid a size range availability chart for each item bid.

The vendor must submit with Bid a written return/exchange policy. Policy should indicate no charge for restocking returned/exchanged garments.

Requested samples will be provided at no cost to the County within seventy-two (72) hours from the date of request. If requested samples are to be returned bidder must provide a return shipping label.

Drop Shipping is not allowed. Williamson County may not pay for items delivered via drop shipping.

**WILLIAMSON COUNTY BID FORM**  
**UNIFORMS FOR WILLIAMSON COUNTY JUVENILE SERVICES**  
**ANNUAL CONTRACT**  
**BID NUMBER: 12WCA054**

NAME OF BIDDER: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Bidder is to bid all items according to the specifications listed below. Bidder **must** use the unit of measure (UOM) provided in the specifications. If a substitute is offered write "see attached" in the price column of that item and provide item description, sizes available, brand name, stock #, UOM, and price on a separate sheet of paper.

State delivery time: \_\_\_\_\_ if additional space is needed write "see attached" in space provided and state delivery time(s) on a separate sheet of paper. Delivery time(s) must be provided.

| Item # | Item Description                                                                                                              | Sizes   | Brand Bid | Stock # | UOM  | Price |
|--------|-------------------------------------------------------------------------------------------------------------------------------|---------|-----------|---------|------|-------|
| 1      | Knit Cap, Black, 100% Wool                                                                                                    | All     |           |         | Each |       |
| 2      | Adjustable Fatigue Woodland Cap, 55% Cotton/45% Polyester, to meet standards of US Military, built to last through rugged use | All     |           |         | Each |       |
| 3      | Gloves, Black, Thinsulate, Water Proof                                                                                        | All     |           |         | Pair |       |
| 4      | Short Pants, Propper Brand or equal, Woodland Pattern, 9500 Casual short, Zip Fly, 6 Pocket, 100% Cotton                      | Small   |           |         | Each |       |
| 5      | Short Pants, Propper Brand or equal, Woodland Pattern, 9500 Casual short, Zip Fly, 6 Pocket, 100% Cotton                      | Medium  |           |         | Each |       |
| 6      | Short Pants, Propper Brand or equal, Woodland Pattern, 9500 Casual short, Zip Fly, 6 Pocket, 100% Cotton                      | Large   |           |         | Each |       |
| 7      | Short Pants, Propper Brand or equal, Woodland Pattern, 9500 Casual short, Zip Fly, 6 Pocket, 100% Cotton                      | X-Large |           |         | Each |       |

| Item # | Item Description                                                                                                                      | Sizes            | Brand Bid | Stock # | UOM  | Price |
|--------|---------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------|---------|------|-------|
| 8      | Poncho, Rain Gear, Green with Hood and Drawstring, Snaps around edges                                                                 | Large            |           |         | Each |       |
| 9      | Boots, Combat, Altima or Equal, Black, All Leather, Speedlace, Must have size embossed stamped on bottom, Whole sizes, Regular        | 5 to 14          |           |         | Pair |       |
| 10     | Boots, Combat, Altima or Equal, Black, All Leather, Leather,Speedlace, Must have size embossed stamped on bottom, Half sizes, Regular | 5.5 to 13.5      |           |         | Pair |       |
| 11     | Trousers, Woodland Camouflage Pattern, Combat 6 Pocket, Button Fly, 60% Cotton, 40% Polyester Ripstop                                 | Small Short      |           |         | Each |       |
| 12     | Trousers, Woodland Camouflage Pattern, Combat 6 Pocket, Button Fly, 60% Cotton, 40% Polyester Ripstop                                 | Small Regular    |           |         | Each |       |
| 13     | Trousers, Woodland Camouflage Pattern, Combat 6 Pocket, Button Fly, 60% Cotton, 40% Polyester Ripstop                                 | Small Long       |           |         | Each |       |
| 14     | Trousers, Woodland Camouflage Pattern, Combat 6 Pocket, Button Fly, 60% Cotton, 40% Polyester Ripstop                                 | Medium Regular   |           |         | Each |       |
| 15     | Trousers, Woodland Camouflage Pattern, Combat 6 Pocket, Button Fly, 60% Cotton, 40% Polyester Ripstop                                 | Medium Long      |           |         | Each |       |
| 17     | Trousers, Woodland Camouflage Pattern, Combat 6 Pocket, Button Fly, 60% Cotton, 40% Polyester Ripstop                                 | Large Regular    |           |         | Each |       |
| 18     | Trousers, Woodland Camouflage Pattern, Combat 6 Pocket, Button Fly, 60% Cotton, 40% Polyester Ripstop                                 | Large Long       |           |         | Each |       |
| 19     | Trousers, Woodland Camouflage Pattern, Combat 6 Pocket, Button Fly, 60% Cotton, 40% Polyester Ripstop                                 | X-Large Regular  |           |         | Each |       |
| 20     | Trousers, Woodland Camouflage Pattern, Combat 6 Pocket, Button Fly, 60% Cotton, 40% Polyester Ripstop                                 | XX-Large Regular |           |         | Each |       |

| Item # | Item Description                                                                                            | Sizes             | Brand Bid | Stock # | UOM  | Price |
|--------|-------------------------------------------------------------------------------------------------------------|-------------------|-----------|---------|------|-------|
| 21     | Trousers, Woodland Camouflage Pattern, Combat 6 Pocket, Button Fly, 60% Cotton, 40% Polyester Ripstop       | XXX-Large Regular |           |         | Each |       |
| 22     | Coat, Woodland Camouflage Pattern, Combat 4 Pocket, Long 3 Button Sleeve, 60% Cotton, 40% Polyester Ripstop | Small Short       |           |         | Each |       |
| 23     | Coat, Woodland Camouflage Pattern, Combat 4 Pocket, Long 3 Button Sleeve, 60% Cotton, 40% Polyester Ripstop | Small Regular     |           |         | Each |       |
| 24     | Coat, Woodland Camouflage Pattern, Combat 4 Pocket, Long 3 Button Sleeve, 60% Cotton, 40% Polyester Ripstop | Small Long        |           |         | Each |       |
| 25     | Coat, Woodland Camouflage Pattern, Combat 4 Pocket, Long 3 Button Sleeve, 60% Cotton, 40% Polyester Ripstop | Medium Regular    |           |         | Each |       |
| 26     | Coat, Woodland Camouflage Pattern, Combat 4 Pocket, Long 3 Button Sleeve, 60% Cotton, 40% Polyester Ripstop | Medium Long       |           |         | Each |       |
| 27     | Coat, Woodland Camouflage Pattern, Combat 4 Pocket, Long 3 Button Sleeve, 60% Cotton, 40% Polyester Ripstop | Large Regular     |           |         | Each |       |
| 28     | Coat, Woodland Camouflage Pattern, Combat 4 Pocket, Long 3 Button Sleeve, 60% Cotton, 40% Polyester Ripstop | Large Long        |           |         | Each |       |
| 29     | Coat, Woodland Camouflage Pattern, Combat 4 Pocket, Long 3 Button Sleeve, 60% Cotton, 40% Polyester Ripstop | X-Large Regular   |           |         | Each |       |
| 30     | Coat, Woodland Camouflage Pattern, Combat 4 Pocket, Long 3 Button Sleeve, 60% Cotton, 40% Polyester Ripstop | XX-Large Regular  |           |         | Each |       |
| 31     | Coat, Woodland Camouflage Pattern, Combat 4 Pocket, Long 3 Button Sleeve, 60% Cotton, 40% Polyester Ripstop | XXX-Large Regular |           |         | Each |       |
| 32     | Field Jacket, Woodland Camouflage Pattern, Combat 4 Pocket Snap, Velcro Tabbed Sleeve, Drawstring Waist,    | Medium            |           |         | Each |       |

| Item # | Item Description                                                                                         | Sizes   | Brand Bid | Stock # | UOM  | Price |
|--------|----------------------------------------------------------------------------------------------------------|---------|-----------|---------|------|-------|
| 33     | Field Jacket, Woodland Camouflage Pattern, Combat 4 Pocket Snap, Velcro Tabbed Sleeve, Drawstring Waist, | Large   |           |         |      |       |
| 34     | Field Jacket, Woodland Camouflage Pattern, Combat 4 Pocket Snap, Velcro Tabbed Sleeve, Drawstring Waist, | X Large |           |         |      |       |
| 35     | Belt, Utility, OD Green (Pistol Belt)                                                                    |         |           |         | Each |       |
| 36     | Canteen, Water, Plastic, OD Green                                                                        |         |           |         | Each |       |
| 37     | Cover, Canteen, OD Green                                                                                 |         |           |         | Each |       |

CHECK ONE OF THE FOLLOWING:

☐ low item basis. (Will accept award on "any or all" items.)

☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

By signing this form:

- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

\_\_\_\_\_  
Signature of Person Authorized to Sign BID

Date of BID: \_\_\_\_\_

Printed Name and Title of Signer: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

**RETURN PAGES BEGINNING WITH PAGE 6 THROUGH PAGE 10 WITH YOUR BID PACKAGE  
AND ALL REQUIRED INFORMATION**

## ATTACHMENT A



### WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

**Printed name of person submitting form:**

**Name of Company:**

**Date:**

**Signature of person submitting form:**

Notarized:

**Sworn and subscribed before me**  
**by:** \_\_\_\_\_

**on** \_\_\_\_\_  
**(date)**

# Williamson County Inner Loop Annex

**Address:**

**301 SE Inner Loop  
Georgetown, TX 78626**

**Directions:**

**From South (Austin, Round Rock)**

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

**From North (Georgetown, Jarrell)**

Take IH-35 Southbound

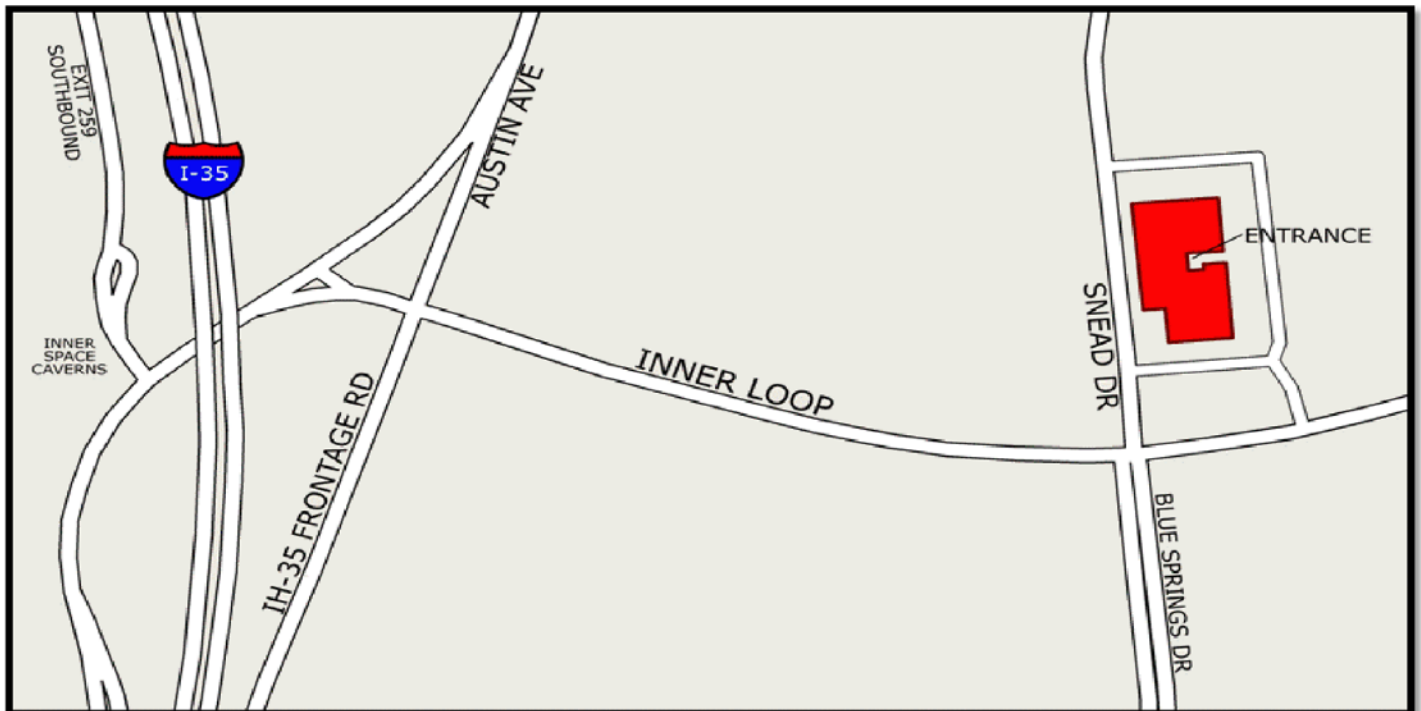
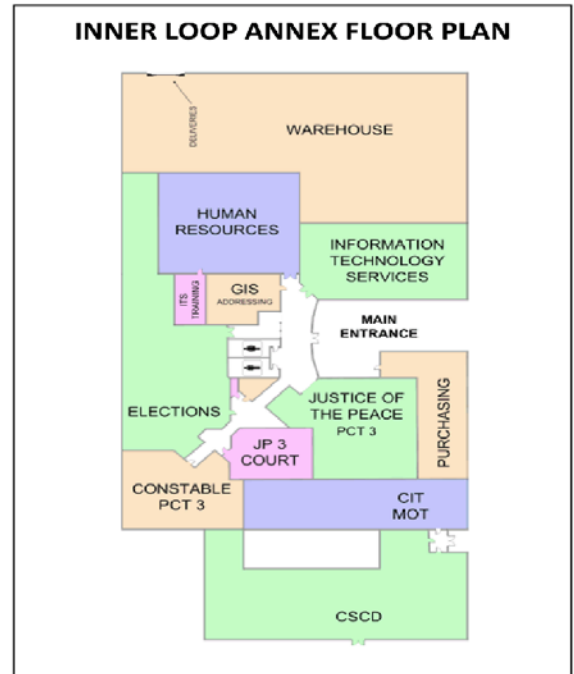
Exit 259

At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles







WILLIAMSON COUNTY  
PURCHASING DEPARTMENT  
301 SE INNER LOOP - SUITE 106  
GEORGETOWN, TEXAS 78626

<http://www.wilco-online.org/ebids/>

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## INVITATION FOR BIDS

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### BODY ARMOR FOR WILLIAMSON COUNTY LAW ENFORCEMENT DEPARTMENTS

### ANNUAL CONTRACT

**BID NUMBER: 12WCA060**

**BIDS MUST BE RECEIVED ON OR BEFORE: August 2, 2011 – 1:30 PM**

**BIDS WILL BE PUBLICLY OPENED: August 2, 2011 – 2:00 PM**

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The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

**CONTRACT ADMINISTRATION:** Under this contract, Patrick Erickson, Lt. Special Operations, Williamson County Sheriff's Office, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

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### **PURCHASING CONTACT:**

Kerstin Hancock  
301 SE Inner Loop – Suite 106  
Georgetown, TX 78626  
(512) 943-1546  
[khancock@wilcpo.org](mailto:khancock@wilcpo.org)

### **TECHNICAL CONTACT:**

Lt. Patrick Erickson  
1821 S. E. Inner Loop  
Georgetown, TX 78626  
(512) 943-1347  
[perickson@wilco.org](mailto:perickson@wilco.org)

## MISCELLANEOUS

**FOB DESTINATION:** All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

**FIRM PRICING:** All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the Bid expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2012. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.

**ESTIMATED QUANTITIES:** The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

**FUNDING:** Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2011 thru September 30, 2012 fiscal year.

**SALES TAX:** Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

**DELIVERY:** The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages.

**PURCHASE ORDER:** If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful bidder for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

**PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract

UNIFORMS/CLOTHING FOR JUVENILES BID

Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, 943-1558 or Debbie Frazier, 943-1538.

**CONFLICT OF INTEREST:** No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

***The Williamson County Conflict of Interest Statement is included as Attachment A of this IFB. This form should be completed, signed, and submitted with your bid.***

**ETHICS:** The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

**DOCUMENTATION:** Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

**TERMINATION FOR CAUSE:** In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Bidder's bid, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Bidder may be given reasonable time to cure its breach or default prior to Williamson County's termination under

this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws

and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

## **WORKER'S COMPENSATION**

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the bidder provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.

## **BID SPECIFICATONS**

Williamson County is requesting sealed bids from qualified firms for Level IIIA Body Armor, ABA Xtreme - HP or County Approved Equivalent.

### **A. Scope**

This product specification details the style and quality of concealable soft body armor vests intended for use by male or female members of the Williamson County Law Enforcement Departments. All vests shall provide protection against labeled projectile penetration while reducing resultant blunt trauma and vest distortion to acceptable levels.

The concealable body armor shall be in compliance with the NIJ 2005 Interim Requirements for Bullet-Resistant Body Armor threat Level 3A. Bids based on body armor models made by manufacturers must be clearly identified as such; those bidders must include: full product descriptions, drawings and/or photos, technical specifications, as well as a list of at least ten (10) law enforcement agencies currently using the model armor for reference with their bid.

Where the apparent low bidder has proposed an alternate product, that bidder shall demonstrate product equivalency to the satisfaction of the County. Evidence of equivalency shall be presented for each requirement of this specification, and the burden of such equivalency rests entirely on the vendor. Any bidder may be required, at any time during the procurement process, to provide documentation proving compliance with any or all the terms of this specification.

Only body armor models which have been tested by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC), and found to meet or exceed the most recent and up-to-date version of the NIJ Bullet Resistant Body Armor Standard for threat level 3A. Armor shall be submitted under this specification, **no exceptions.**

Bidders with multiple models as alternates may be considered. Bidders must provide test results of any and all rounds that exceed NIJ 2005 Interim Requirements for Bullet-Resistant Body Armor threat Level 3A. This NIJ abbreviated testing is commonly known as "special Threat" testing; testing of such rounds must be conducted by an NIJ approved laboratory. Documentation must be provided with bid.

Williamson County is not responsible for any costs incurred by the vendor for the preparation or distribution of their bid.

### **B. Silence of Specifications**

Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the ballistic performance or integrity of the soft body armor being offered shall be addressed in writing submitted with the bid.

### **C. Applicable Documents**

The following list of standards and specifications in effect on the date of this solicitation shall form a part of this specification.

1. Compliance Status for the most recent NIJ Body Armor Standards
2. MIL-STD-662, V50 Ballistic Test for Armor
3. Federal Standard as required for Stitches, Seams and Stitching.
4. ANSI/ASQC – Q9000 Quality Standard, dated August 1994
5. Additional test reports of "Special Threat Testing" from a Certified NIJ Laboratory (if applicable) are required.

### **D. Purchase Requirements**

The successful bidder must be a recognized wholesaler/retailer or manufacturer of soft body armor. The successful bidder shall maintain a convenient location for measurement, fitting and service during regular business hours Monday through Friday, Any manufacturers bidding direct must include a detailed service proposal with bid as to how measuring, re-works and customer service will be maintained without local distribution.

## **E. Specific Quantity**

The County has the right to determine quantity, if not otherwise specified in the procurement document. Of the total quantity purchased, both male and female products will be represented. The County retains the right to adjust the total quantities, while maintaining the accepted bid price.

## **F. Design Requirements**

This product specification details the style and quality of concealable soft body armor vests intended for use by male and female officers. The vests are intended for daily wear as an undergarment and occasional use as an outer garment for special operations. Therefore, vests shall be designed and constructed to provide:

1. Provide protection against labeled projectiles in accordance with the NIJ 2005 Interim Requirements for Bullet-Resistant Body Armor threat Level 3A
2. Light and thin NIJ Requirement for Bullet Resistant Body Armor certified armor in Level 3A.
3. A high degree of concealment and physical comfort.
4. Minimum restriction of motion or mobility.
5. Removable washable garments or carriers for ease of cleaning and color changes
6. Optional garments or carriers that quickly and easily convert the standard ballistic panels for over-the-clothes wear
7. Vests will need to be available in various colors. Examples: tan/brown and navy blue.

## **G. General Design**

The soft body armor will be designed to be worn comfortably while being concealed under a lightweight shirt and, shall also be designed for wearing as an external over-the-clothes vest, by way of optional "outer garment".

The general armor configuration shall be a slip-on design that covers the majority of the upper torso. Four to six elastic straps with hook and loop fasteners shall be provided for proper adjustment and fit at the waist and shoulders. These straps shall be designed in such a way as to prevent the front, back or sides from "riding up" or slipping down on the wearer during periods of intense physical activity such as running jumping or climbing. The entire vest perimeter shall be curved. No sharp corners or straight edges shall be allowed.

The front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain conceal ability when wearing an open collar shirt, extend downward to the waist but not far enough to "push up into the throat" when the wearer is seated, and extend around the sides to provide side protection. The biceps/chest region shall be cut with sufficient space to minimize irritation and restriction of arm movement during common duties such as the operation of motor vehicles.

The rear ballistic panel shall cover the back of the torso from just above the shoulder blades down to a position above the waist belt. The sides of the torso shall be covered by having side coverage from both the front and rear panels to maximize both coverage and comfort. Accordingly, armor which maintains side coverage from only the front or rear panels shall be rejected.

Panels and carriers shall be equipped with an internal suspension system, which prevents ballistic panels from sagging, ensuring full protection.

The ballistic components must be removable in order to facilitate laundering of the carrier or garment.

Each piece of armor or vest shall include the following:

1. One (1) set of ballistic panels (1 front & 1 back)
2. Two (2) complete washable carriers.
3. One (1) 5" x 8" soft trauma plate.

## **H. Options**

1. 5" x 8" Trauma Plate
2. Additional Nylon Mesh Warp Knit outer carrier.
3. Quilted outer carrier.
4. Tactical outer carrier.

## I. Ballistic Panel Materials

All materials shall be new, unused and without flaws that may affect durability and function. Both front and back ballistic panels are to contain high performance bullet-resistant materials.

The ballistic panels shall be constructed of a matrix that includes the following materials:

1. Microlaminate Twaron
2. Gold Shield
3. Dyneema

## J. Panel construction, thickness, weight and wear ability rating the ballistic panels shall be constructed of two or more of the following:

1. Microlaminate Twaron
2. Gold Shield
3. Dyneema

There shall be no stitching completely through the entire ballistic panel(s). No exceptions.

All vests that are submitted shall represent armor, which in layer count, are uniform throughout the ballistic panel. Accordingly, any ballistic panel not uniform in layer count throughout the entire ballistic package shall be rejected. If the manufacturer contends that such feathering of the armor is advantageous, then the armor shall be tested utilizing the least number of layers, which exist in any part of the ballistic package. Failure to submit such testing shall be cause for rejection.

It is the intent of the agency to procure the lightest weight, best performing personal armor available in relation to area density, therefore, a vest section of 12" x 12" (one square foot) [30.5cm x 30.5cm], must not exceed the following:

| Threat Level | Maximum Weight | Maximum Thickness |
|--------------|----------------|-------------------|
| -----        | -----          | -----             |
| 3A           | 1.02 lbs. SF   | .26 inches        |

## K. Ballistic Panel Performance

### V50 Performance Testing

The V50 performance testing shall be performed in accordance with MIL-STD-622F using the NIJ 2005 Interim Requirements for Bullet-Resistant Body Armor threat Level 3A 9mm 124 grain FMJ test projectiles. The test must be performed by an independent laboratory approved by the National Institute of Justice (NIJ National Law Enforcement Center (NLETCF) for testing in accordance with NIJ 2005 Interim Requirements for Bullet-Resistant Body Armor threat Level 3A . The vest must be tested under protocol contained in the new NIJ 2005 Interim Requirements for Bullet-Resistant Body Armor threat Level 3A. The V50 test shall be against clay backing. V50 reports, which represent testing without clay backing, will be rejected. Vendor shall provide written certification that all V50 testing is accomplished with clay backing. Failure to provide certification shall be cause for rejection.

Test reports submitted by the bidder shall reflect the following minimum test results:

| Threat Level | Bullet Description   | V50 Velocity (Minimum) |
|--------------|----------------------|------------------------|
| -----        | -----                | -----                  |
| 3A           | 9mm, 124 grain FMJRN | 1816 fps               |

Bid submissions not including NIJ required baseline V50 reported **shall be rejected.**

In addition to the NIJ 2005 Interim Requirements for Bullet-Resistant Body Armor threat Level 3A required 9mm/V50 test report, each bidder must provide NIJ Base Line Test Reports on the following minimum test results:

| Threat Level | Bullet Description   | V50 Velocity (Minimum) |
|--------------|----------------------|------------------------|
| -----        | -----                | -----                  |
| 3A           | 44 Mag. 240 Gr. SJHP | 1640 fps               |

#### L. Relative Performance Index (RPI)

It has been determined that the relative strength to weight ratio of a ballistic design is important in determining its comfort/performance characteristics. The strength to weight ratio is calculated by dividing the Areal Weight (lbs. per square foot) into the performance V50 value. A high strength to weight ratio or Relative Performance Index (RPI) indicates a high degree of comfort and performance. Therefore, the minimum RPI shall be **no lower than:**

| Threat Level | Bullet Description      | Relative Performance Index (RPI) |
|--------------|-------------------------|----------------------------------|
| 3A           | 9mm, 124 grain FMJRN 3A | 1763 fps                         |
| 3A           | 44 Mag. 240 Gr. SJHP    | 1592 fps                         |

#### M. Trauma Performance (BFS)

Blunt trauma reduction is an important aspect of armor design. Low back face signature (BFS) should result in reduced blunt trauma injury. Therefore, the back face signature (BFS) results of the NIJ 2005 Interim Requirement for Bullet Resistant Body Armor certification test reports shall reflect BFS **no higher than:**

| Threat Level | Bullet Description   | Back Face Signature<br>(BFS Maximum) |
|--------------|----------------------|--------------------------------------|
| 3A           | 9MM, 124 GRAIN FMJRN | 28mm                                 |
| 3A           | 44 Mag. 240 Gr. SJHP | 42MM                                 |

Bid submissions not meeting or containing the back face for the above rounds, **will be rejected**.

#### N. Ballistic Panel Cover Material

Each ballistic panel shall be covered in 100% nylon treated for water repellency. Construction 70 denier and sized 110" x 85" [279cm x 215cm]. Inner cover material will be stain-resistant, odor and mildew resistant. Material shall have no visible fabric or color flaws.

#### O. Ballistic Panel Labeling

Each ballistic panel will be labeled in strict compliance with the requirements as set forth in the most current NIJ Requirement for Bullet Resistant Body Armor. The ballistic panel shall include, but not be limited to the following:

1. Name Of Manufacturer
2. Level Of Protection
3. Compliance Status for most recent NIJ Body Armor Standard
4. Date Of Fabrication
5. Size
6. Serial Number
7. Model Of Vest
8. Care Instructions
9. Lot Number

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor or carrier.

#### P. Vest Garment or Carrier - Color And Materials

The outer machine washable carrier shall be removable from the ballistic panels for laundering by way of zippers integrated into the outside of the garment. Carrier shall come with removable waist and shoulder straps. Carrier shall come with 6 point fixed strap attachment system. Outer vest material shall be nylon/cotton rip stop. The inner carrier material shall be Nylon Mesh Warp Knit. Carrier shall have 5x8 trauma plate pockets on the inside front of the carrier. All fabrics shall have no visible fabric or color flaws.



## **Q. Trauma Insert**

A trauma reduction insert plate constructed of bullet resistant material cut five inch by eight inch (5" x 8") [12.7 x 20.3 cm] shall be provided. The trauma reduction insert shall be placed in a nylon cover, which shall be tucked into one end of the ballistic material and sewn shut through to hold it in place and be placed in the carrier.

## **R. Manufacturer's Quality Assurance (QA) Program**

The organizations documented Quality Assurance Program is designed to ensure the integrity and quality of raw materials and manufactured products. The quality assurance program shall provide for:

1. Control of all manufacturing processes and incoming raw materials.
2. Have an in-house ballistic laboratory capable of performing ballistic testing on incoming raw materials and in-process samples.
3. Have the capability of performing testing in accordance with MIL-STD-662 and the most current NIJ Standard.
4. All incoming ballistic material shall undergo V-50 ballistic lot tests in accordance with MIL-STD-662.
5. Every vest panel shall be inspected for material defects and proper ballistic panel stitching and be weighted on a scale capable of measurements to one one-hundredth of a pound.
6. Vest panels shall be subsequently inspected for proper ballistic panel stitching and be weighted on a scale capable of measurements to one one-hundredth of a pound.
7. Covers/garments and accessories will be inspected for defects at each production stage during manufacturing to assure the absence of defects in the final item.
8. Each vest shall receive a final inspection prior to shipment. This inspection shall include a review of the quality control check sheet and confirm the product against the customer's order.
9. Shall have personnel assigned whose sole responsibility's quality control check sheet and confirm the product against the customer's order.
10. Each vest shall have an individual serial number. Each vest shall be traceable to its original ballistic material lot number and its ballistic material mill rolls number.

## **S. Continued Vest Testing**

The manufacturer will maintain a used-vest evaluation program, VestCheck™. The VestCheck™ program will include the physical inspection and ballistic testing of vests worn by officers during normal duty. The VestCheck™ program also includes an in-depth, on-going review of individual officer wear, storage and maintenance habits. If an officer's vest is chosen for the VestCheck™ program the manufacturer will send a free replacement vest to the participating officer prior to collecting the participating officer's vest.

## **T. Measurements and fitting**

Unless otherwise stated, individual measurements will be taken of each user. Each delivered vest shall fit in accordance with the following guidelines:

1. The side edges of the front and back ballistic panels shall meet or overlap.
2. The bottom edge of the front ballistic panel shall be within one-inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in a relaxed seated position.
3. The bottom edge of the back panel shall be within one-inch (1") of the highest waist belt (usually the duty belt) measurement when the wearer is in the standing position.
4. Female sizes are determined based on individual measurements including bust size and are confirmed through the use of sizing/fit simples in conjunction with tape measure, and a certified Size Right™ Program.

The Size Right™ program shall consist of a structured course of study that includes classroom training and hands-on demonstration of product knowledge. Individuals participating in a Size Right™ program will be tested on product knowledge with both a written and practical examination. Only students who demonstrate competency in sizing armored vests shall be awarded "Certified Size Right™ Technician" status.

## **U. Adjustments and Alterations**

The manufacturer shall perform all required alterations of more than one inch within 30 days after original shipment of the product at no charge. Adjustments of an inch or less than an inch can be accomplished by utilizing the adjustable strap feature on the vest.

## **V. Product Liability Insurance**

Vest manufacturer shall agree to provide a minimum of \$20,000,000 (USD) product liability insurance coverage on delivered vests.

## **W. Warranty**

### **Ballistic Panels:**

For five (5) years after date of purchase the manufacturer warrants the ballistic panels against defects in materials and workmanship.

### **Removable Covers:**

Removable machine washable covers shall be fully warranted for twelve (12) months after the date of purchase against any defects in the material and/or workmanship.

## **X. Packaging**

All soft body armor shall be packaged and shipped consistent with good commercial practices or by contract instructions.

Shipping Cartons: The soft body armor shall be packed into a suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

## **Y. Award**

Williamson County reserves the right to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any or all bids or waive any informality or technicality in bids received.

# WILLIAMSON COUNTY BID FORM

## BODY ARMOR FOR THE WILLIAMSON COUNTY LAW ENFORCEMENT DEPARTMENTS

**BID NUMBER: 12WCA060**

NAME OF BIDDER: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Bidder agrees to provide and deliver Level II and Level IIIA Body Armor or County approved equivalent in accordance with the specifications, terms and conditions of this Invitation for Bid at the below bid prices.

| Level IIIA Body Armor | Unit Cost | Brand Bid |
|-----------------------|-----------|-----------|
|-----------------------|-----------|-----------|

ABA Xtreme-HP or County approved equivalent

Each piece of soft body armor shall include the following:

1. One (1) set of ballistic panels (1 front, 1 rear).
2. Two (2) complete washable carriers.
3. One (1) trauma reduction inserts.

Colors available: \_\_\_\_\_

**Options for Level IIIA Body Armor**

- |                                        |           |
|----------------------------------------|-----------|
| 1. Trauma plate                        | Unit Cost |
| 2. Additional removable outer carrier. | Unit Cost |
| 3. Quilted outer carrier.              | Unit Cost |
| 4. Tactical outer carrier.             | Unit Cost |

**CHECK ONE OF THE FOLLOWING:**

- ☐ low item basis. (Will accept award on "any or all" items.)
- ☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

By signing this form:

- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

\_\_\_\_\_  
Signature of Person Authorized to Sign BID

Date of BID: \_\_\_\_\_

Printed Name and Title of Signer: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

**RETURN PAGES BEGINNING WITH PAGE 11 THROUGH PAGE 13 WITH YOUR BID PACKAGE  
AND ALL REQUIRED INFORMATION**

## ATTACHMENT A



### WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

**Printed name of person submitting form:**

**Name of Company:**

**Date:**

**Signature of person submitting form:**

Notarized:

**Sworn and subscribed before me**  
**by:** \_\_\_\_\_

**on** \_\_\_\_\_  
**(date)**

# Williamson County Inner Loop Annex

## Address:

**301 SE Inner Loop**  
**Georgetown, TX 78626**

## Directions:

### From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

### From North (Georgetown, Jarrell)

Take IH-35 Southbound

Exit 259

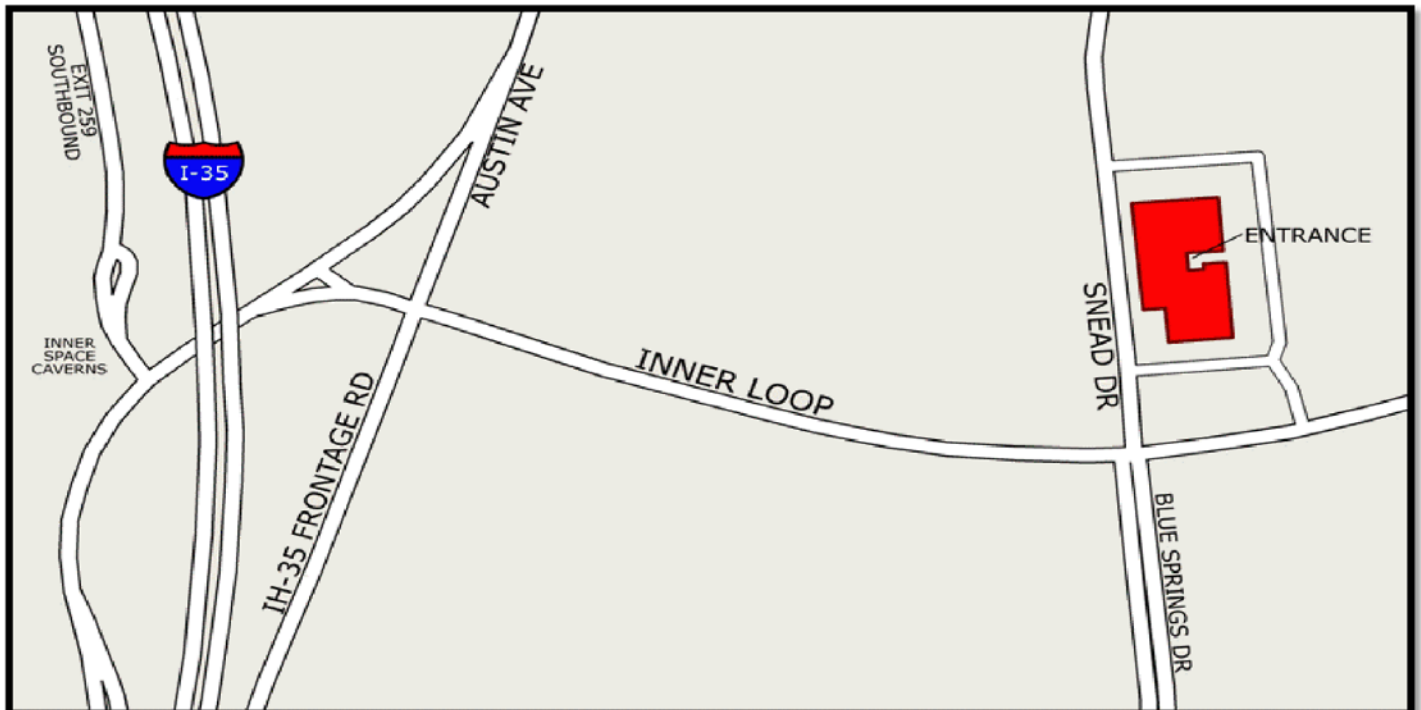
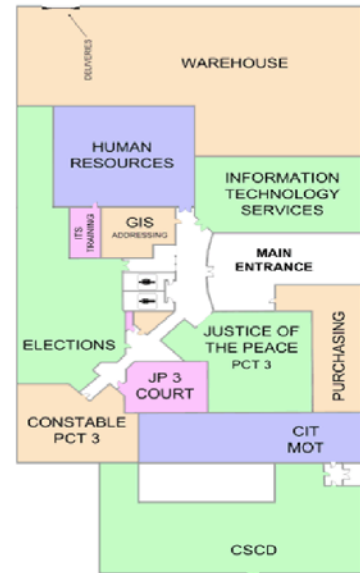
At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

**INNER LOOP ANNEX FLOOR PLAN**





WILLIAMSON COUNTY  
PURCHASING DEPARTMENT  
301 SE INNER LOOP - SUITE 106  
GEORGETOWN, TEXAS 78626

<http://www.wilco-online.org/ebids/>

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## INVITATION FOR BIDS

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### PARKS LANDSCAPE SERVICES

### ANNUAL CONTRACT

**BID NUMBER: 12WCA052**

**BIDS MUST BE RECEIVED ON OR BEFORE: August 2, 2011 – 1:30 PM**

**BIDS WILL BE PUBLICLY OPENED: August 2, 2011 – 2:00 PM**

**A NON- MANDATORY PRE-BID CONFERENCE WILL BE HELD ON FRIDAY, JULY 22, 2011 AT 10:00 AM—MEETING WILL BE AT THE FLAGPOLE- AT WILLIAMSON COUNTY SOUTHWEST REGIONAL PARK, 3005 CR 175, LEANDER, TX**

### BID SUBMISSION

**DEADLINE:** Bids must be received in the Williamson County Purchasing Department on or before **1:30pm on Tuesday, August 2, 2011**. Bids will be publicly opened on **at 2:00 pm** or soon thereafter in the Williamson County Purchasing Department, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

**METHODS:** Sealed bids may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Kerstin Hancock, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626*.

**FAX/EMAIL:** Facsimile and electronic mail transmittals are acceptable. For instructions regarding electronic submissions, please visit:  
<http://www.wilco.org/vendorinfo>  
Failure to follow these instructions may cause your bid to be rejected.

### BID REQUIREMENTS

**SUBMITTAL:** An original bid must be submitted. The bid consists of the COMPLETED AND SIGNED Bid Form and any other required documentation.

**SEALED:** All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. **If an overnight delivery**

**service is used**, the bid name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

**REFERENCES:** Williamson County may require bidder to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5) years. Include name of firm, address, telephone number and name of representative.

**LEGIBILITY:** Bids must be legible and of a quality that can be reproduced.

**FORMS:** All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after submission deadline.

**LATE BID:** Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

**RESPONSIBILITY:** It is expected that a prospective bidder will be able to affirmatively demonstrate bidder's responsibility. A prospective bidder should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

## **AWARD**

**THIRTY DAYS:** Awards should be made approximately thirty (30) days after the bid opening date. Results maybe obtained by contacting the Purchasing Contact.

**REJECTION OR ACCEPTANCE:** No more than one bid will be awarded for any item, single department or area. Bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County. In determining the overall best bid, the County may exercise the following option granted to local government's under the Texas Local Government Code.

TLGC § 271.907. This option allows the County to evaluate bids and give preference to goods and/or services of a vendor that demonstrates that the vendor meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the bidder should provide information in narrative form indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

**CONTRACT:** This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County.

The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

**CONTRACT ADMINISTRATION:** Under this contract, Jim Rodgers, Williamson County Parks & Recreation Director, shall be the contract administrator with designated responsibility to ensure compliance with

PARKS LANDSCAPE SERVICES BID

contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

**CONTRACT PERIOD(S):** The Initial Contract Period is October 1, 2011 through September 30, 2012. Possible extensions include:

October 1, 2012 through September 30, 2013  
October 1, 2013 through September 30, 2014

**CONTRACT EXTENSIONS:** At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index, All urban consumers (CPI-U), US City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics. The yearly increase in the CPI shall be the latest index published and available one-hundred-and eighty (180) days prior to the end of the contract year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

## **BID CONTACTS**

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email, and are **due by 5:00 PM on Wednesday, July 26, 2011**. Every effort will be made to answer questions within 24 hours of receiving them, with an email response.

All submitted questions with their answers will be posted to the Williamson County portal,

<http://wilco-online.org/ebids/bids.aspx>

If you do not have access to email or internet please call the Purchasing contact below:

### **PURCHASING CONTACT:**

Kerstin Hancock  
301 SE Inner Loop – Suite 106  
Georgetown, TX 78626  
(512) 943-16546  
[khancock@wilco.org](mailto:khancock@wilco.org)



**TECHNICAL CONTACT:**

Randy Bell  
Parks & Recreation  
350 Discovery Blvd. – Suite 201  
Cedar Park, TX 78613  
(512) 260-6517  
[randybell@wilco.org](mailto:randybell@wilco.org)

**MISCELLANEOUS**

**FOB DESTINATION:** All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

**FIRM PRICING:** All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the Bid expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2012. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.

**ESTIMATED QUANTITIES:** The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

**FUNDING:** Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2011 thru September 30, 2012 fiscal year.

**SALES TAX:** Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

**STATEMENTS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

**DELIVERY:** The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages.

**PURCHASE ORDER:** If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful bidder for products and/or services. If a purchase order is issued the

purchase order number must appear on all itemized invoices and/or requests for payment.

**PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, 943-1558.

**CONFLICT OF INTEREST:** No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendors are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

***The Williamson County Conflict of Interest Statement is included as Attachment C of this IFB. This form should be completed, signed, and submitted with your bid.***

**ETHICS:** The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

**DOCUMENTATION:** Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

**TERMINATION FOR CAUSE:** In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with

the Bidder's bid, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Bidder may be given reasonable time to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

**SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**COMPLIANCE WITH LAWS:** The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

## **WORKER'S COMPENSATION**

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061. The information provided below is a result of this rule. By submitting your bid to the county, you are acknowledging that this rule is a part of these bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your bid or proposal be accepted by the Williamson County Commissioners' Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address, prior to beginning work:

Kerstin Hancock  
Williamson County Purchasing Department  
301 SE Inner Loop, Ste. 106  
Georgetown, TX 78626

If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1546, or you may call the Texas Workers' Compensation Commission at (512) 804-4000.

### **Workers' Compensation Insurance Coverage:**

PARKS LANDSCAPE SERVICES BID

A. Definitions: Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in S406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project;

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

# BID SPECIFICATIONS

## General Conditions

### 1.0 PURPOSE AND CLASSIFICATION

#### 1.1 Purpose

Williamson County, hereinafter referred to as the County, seeks bids from landscape maintenance firms, trained, experienced, and qualified in providing professional landscape maintenance services.

#### 1.2 Classification

The landscape maintenance services will be performed at:

- Williamson County's Regional Park located at 3005 CR 175, Leander
- Champion Park located at 3900 Brushy Creek Road, Cedar Park
- Lake Creek Trail located at 9505 Braes Valley, Austin
- Berry Springs Park located 1801 CR 152, Georgetown

### 2.0 SCOPE OF WORK

- 2.1 The landscape maintenance services shall be provided as deemed necessary to meet the contract requirements. The contractor shall provide landscape maintenance services as described herein and shall provide all labor, material, and equipment. Contractor's services shall provide clean, attractive, and safe areas for the locations described herein.
- 2.2 The schedule of work hours for accomplishment of the maintenance service will not interfere with the normal work of County employees and be coordinated with Parks staff.
- 2.3 The Contractor shall furnish and maintain all equipment necessary for the proper maintenance of each location. Contractor shall provide an equipment inventory list to be submitted with the bid, identifying all equipment by age and condition to be used in the performance of this contract. The County reserves the right to make inspection of equipment to be used in the performance of this contract. Any equipment found to be in poor condition must be pulled from service and replaced at the Contractor's expense.
- 2.4 Materials and supplies used by the Contractor shall conform to the requirements listed herein. No material shall be used which will damage the turf, trees, shrubs, or fixtures. Where a specific product is specified there shall be no deviation without the express permission of the County, in which case samples of all materials proposed for use shall be submitted and approval thereof received before the material represented by the samples are used in the work to be performed. Upon request, the Contractor shall submit a list of all materials to be used in providing the landscape services. (The County may approve or disapprove any product prior to or during the term of the contract period.). All spent chemical and fertilizer containers shall be disposed of in an approved environmentally safe and acceptable manner.
- 2.5 The Contractor shall comply with all county, state, and federal regulations applicable to performing work within public thoroughfares and right-of-ways. The Contractor shall be licensed to do business in the State of Texas and shall provide copy of License with bid.

### 3.0 DEFINITIONS

- 3.1 Inspector shall mean the duly authorized representative of the Director of Parks and Recreation who shall monitor the contractor's progress.
- 3.2 Trash and Litter shall mean any debris within the grounds such as paper, bottles, cans, limbs three (3) inches or smaller in diameter, rocks etc. which is not intended to be present as part of the landscape. Inclusive of the parks, medians and triangles, streets, sidewalks, curbs, hillsides, ditches, etc. Removal of debris will require sweeping of hard surface areas such as sidewalks and curbs.

- 3.3 Trimming shall refer to the proper cutting or removal of all plant material immediately adjacent to or under park structures, trees, poles, tables, signs, fences, and shrub bed. Also includes removal of all plant material from expansion joints and any other cracks in curbs, sidewalks, driveways, and any other hard or concrete surface.
- 3.4 Shrub Beds shall mean any area purposefully planted in domestic or ornamental plant growth.
- 3.5 Foreign Growth shall include all weeds, thickets, and noxious plants.

#### 4.0 FIELD and PARK MAINTENANCE

##### 4.1 Mowing and Trimming

- The contractor shall mow and trim all turf areas as indicated by work schedule, Attachment A.
- The contractor shall remove all litter from the entire area prior to initiating any mowing of the turf area.
- All game fields shall be mowed with a reel mower or an approved equal.
- All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the blades of the grass.
- All grass on ball fields shall be cut at a height of one (1) inch.
- Grass in the general areas may be cut at a height of 2-3 inches
- All park structures, trees, poles, tables, signs, fences, and shrub beds are to be trimmed. Special care should be given to trimming around small trees as not to inflict damage to the bark of the trees.
- All trimming must be accomplished concurrently with mowing operations.
- Turf shall be cut in a professional manner varying mowing patterns.
- Any material discharged onto any paved surface such as streets, curb and gutters, parking lots, sidewalks, and/or onto adjacent properties shall be removed immediately prior to proceeding with mowing of other areas (all trash and litter removed shall be disposed of by the contractor to an off-site location).
- All plant growth in cracks, seams and joints of paved areas such as sidewalks curbs, medians, triangles, and driveways shall be cut down to the pavement surface during the completion of each mowing cycle. The use of herbicides to control such growth may be permitted, with prior written approval and in accordance with all federal, state and local regulations.

##### 4.2 Shrub and Bed Maintenance

- Contractor will be responsible throughout the contract period to clean basins & berms, to manually remove all foreign growth from shrub beds, to fertilize shrubs & trees. Attachment A indicates all services to be provided.

#### 5.0 LOCATIONS

The attached park diagram indicates where work is to be performed. The successful bidder shall perform landscape services to all areas in the frequency indicated in attachment A. General turf areas shall be mowed once a week. All roadways, trails, fields, abutting general or native areas shall be mowed once a week with 24-48 inch width adjacent to the roadway or trail.

#### 6.0 CONTRACTOR PERSONNEL

- 6.1 Contractor personnel will carry contractor identification at all times while on Williamson County property. Contractor personnel will show identification when asked by Williamson County employees or law enforcement Officers.
- 6.2 The vendor must comply with all Immigration and Naturalization Laws as are currently in force on each potential employee.  
Employee or Subcontractors are to be registered with the United States Citizenship and Immigration Service. The successful bidder will provide a photocopy of the Alien Registration Card to Williamson County prior to any of its employees/subcontractors being permitted to work under this contract on

Williamson County Property. The vendor must also inform Williamson County of all Immigration and Naturalization status changes and arrests of its employee/subcontractors working under this contract on County property for the duration of the contract.

6.3 Employees and subcontractors are subject to background check at any time

## 7.0 OMISSION

It is the intent of this specification to acquire complete Landscape Maintenance services for the specified areas in the Regional Park. Any services that have been omitted from this specification which are clearly necessary for complete Landscape Services shall be considered a requirement although not directly specified or called for in this specification.

## 8.0 CONTACT ON MOWING DAYS

The contractor must make contact with the assigned Inspector or designated alternate on the days that the contractor will be performing services under this contract. This contact is for the purpose of discussing areas to be maintained, contractor's work schedule for the day, areas that need to be inspected for approval, possible rain postponements, and work orders that need to be signed. Failure to contact the assigned inspector or designated alternate on a daily basis will constitute a breach of contract.

## 9.0 DAMAGE TO PROPERTY

Any property (trees, turf, irrigation heads, etc.) damaged by the contractor's actions shall be repaired, reimbursed, or subtracted from payment in an amount equal to the damage.

The Contractor shall accept full responsibility for and shall defend, indemnify and save harmless claims for all loss or damage to property and injury to persons resulting from the negligent execution or performance of this contract as well as for any claims made by or on behalf of Contractor's agents, servants, and/or employees arising out of their employment or work pertaining to the operation.

## 10.0 INSURANCE

Contractor will be required to submit Certificates of Insurance within ten (10) days after receipt of written notification of award of contract and prior to beginning work on the project. Please indicate amount of insurance coverage carried by your firm:

|      |                                                                                                                                            |                               |
|------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| 10.1 | Worker's Compensation                                                                                                                      | Statutory                     |
| 10.2 | Commercial General Liability<br>(including "umbrella coverage")<br>combined single limit bodily and<br>personal injury and property damage | \$1,000,000<br>Per Occurrence |
| 10.3 | Automobile Liability<br>(including "umbrella coverage")<br>combined single limit bodily and<br>personal injury and property damage         | \$1,000,000<br>Per Occurrence |
| 10.4 | Employer's Liability                                                                                                                       | \$500,000<br>Per Occurrence   |

The deductible for the insurance policy required shall not exceed \$100,000.

## 11.0 MOWING SCHEDULE

The attached spreadsheet indicates planned mowing schedules **NOTE:** The contract manager has the authority to cancel or alter the scheduled mowing cycle on a week-to-week basis. The cancellation will be based upon need, prevailing weather conditions, and available funding.

## 12.0 PRE-BID INSPECTION

Prior to the submittal, bidders must visually inspect and be familiar with all park areas for which they intend to bid. If in the pre-bid inspection the bidder determines any discrepancies he/she should inform the Parks and Recreation Department.

## 13.0 ACCEPTABILITY OF WORK

The Parks and Recreation Department shall be the undisputed judge of the acceptability of all work performed. If conditions are not acceptable, the Contractor will be requested to visit the facility and review and correct all problem areas immediately. Please note attached LANDSCAPING MAINTENANCE INSPECTION CHECKSHEET as an example of requirements.

## 14.0 CONTRACTOR'S REPRESENTATIVE

Contractor shall designate a responsible representative or representatives who will be accessible during the Contractor's opening hours. The Contractor will be required to contact the Parks and Recreation Department representative on the days that the Contractor will be performing services under this contract for review and inspection of work performed.

## 15.0 MAINTENANCE AGREEMENT TERM

The term of this agreement shall be for one (1) year, beginning on the date of Commissioners Court approval of this contract. This agreement may be extended for up to two (2) additional one (1) year periods, subject to the approval of the Contractor and the County.

## 16.0 BID EVALUATION

Evaluation of the bids received will be based on the following criteria. Criteria must be met to be considered for bid.

- Lowest and Reasonable Mowing Price
- Three (3) commercial references for similar services in the past three (3) years;
- One commercial reference shall be for an equal (or higher) valued contract as that contained in this bid.
- On site Inspection of Contractor's equipment for capability to perform; if in the County's judgment the Contractor cannot perform adequately, then Contractor must show proof of intent to purchase equipment necessary to perform.

## ATTACHMENT A

## LIST OF MACHINERY AND EQUIPMENT

It is required that a Contractor be able to perform landscape maintenance services as specified in this document. It is represented as part of this proposal that all of the equipment listed below is available for use on the work covered by the General Conditions.

As a part of the bid evaluation a team from the Parks and Recreation Department will inspect the availability and capability of the equipment of the Contractor(s) submitting the apparent low bid(s).

## UNITS

## TYPE OF EQUIPMENT

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page, typical of notebook or legal stationery. There are no margins, text, or other markings present.

\_\_\_\_\_ (signed)

\_\_\_\_\_ (date)



# LANDSCAPING MAINTENANCE INSPECTION CHECKSHEET

Area: \_\_\_\_\_ Date: \_\_\_\_\_

Sample Draft

| Grass Area      | Standard                             | Yes | No  | %   |
|-----------------|--------------------------------------|-----|-----|-----|
| Litter          | All litter picked up before mowing?  | ___ | ___ | ___ |
|                 | After mowing?                        | ___ | ___ | ___ |
| Height of grass | All grass cut at appropriate height? | ___ | ___ | ___ |
|                 | Any scalping?                        | ___ | ___ | ___ |
| Edging          | Areas crisply edged?                 | ___ | ___ | ___ |
| Trimming        | Neatly trimmed?                      | ___ | ___ | ___ |
|                 | Damaged trees?                       | ___ | ___ | ___ |
|                 | Grass in concrete joints?            | ___ | ___ | ___ |
| Appearance      | Grass clumps?                        | ___ | ___ | ___ |
|                 | Tree limbs?                          | ___ | ___ | ___ |
|                 | Tracks or ruts?                      | ___ | ___ | ___ |
|                 | Curb line neat?                      | ___ | ___ | ___ |
|                 | Overall?                             | ___ | ___ | ___ |
| Equipment       | Clean cut, neat appearance?          | ___ | ___ | ___ |
|                 | Blades sharp?                        | ___ | ___ | ___ |
|                 | Leaking fluids?                      | ___ | ___ | ___ |
| Herbicides      | Used this cycle?                     | ___ | ___ | ___ |
| Safety          | Any problems noticed?                | ___ | ___ | ___ |
| Personnel       | Neat, Productive, Polite?            | ___ | ___ | ___ |
| Comments:       |                                      |     |     |     |

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## ATTACHMENT B

### Pre-Bid Inspection

Prior to this submittal, I \_\_\_\_\_ (print) have visually inspected and am familiar with all park areas contained in this bid. Any discrepancies or questions have been reported in writing to the Parks and Recreation Department. (Copy attached)

\_\_\_\_\_ (signed)

\_\_\_\_\_ (company)

\_\_\_\_\_ (date)

### REFERENCES

Bidder must submit **three (3)** commercial references for similar contracts in size and scope in the past three (5) years, Bidder must submit **One (1)** commercial reference which shall be for an equal (or higher) valued contract as that contained in this bid

1. Company Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Phone \_\_\_\_\_
2. Company Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Phone \_\_\_\_\_
3. Company Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Phone \_\_\_\_\_
4. Company Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_  
Phone \_\_\_\_\_

## ATTACHMENT C



### WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

**Printed name of person submitting form:**

**Name of Company:**

**Date:**

**Signature of person submitting form:**

Notarized:

**Sworn and subscribed before me**  
**by:** \_\_\_\_\_

**on** \_\_\_\_\_  
**(date)**

**WILLIAMSON COUNTY BID FORM  
PARKS LANDSCAPE SERVICES  
ANNUAL CONTRACT  
BID NUMBER: 12WCA052**

NAME OF BIDDER: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

**BID AMOUNT**

Total Amount Bid \_\_\_\_\_

WRITTEN AMOUNT

\_\_\_\_\_

NUMERICAL AMOUNT

CHECK ONE OF THE FOLLOWING:

☐ low item basis. (Will accept award on "any or all" items.)

☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

By signing this form:

- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

\_\_\_\_\_  
Signature of Person Authorized to Sign BID

Date of BID: \_\_\_\_\_

Printed Name and Title of Signer: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

**RETURN PAGES BEGINNING WITH PAGE 10 THROUGH THIS PAGE WITH YOUR BID  
PACKAGE AND ALL REQUIRED INFORMATION**

# Williamson County Inner Loop Annex

## Address:

**301 SE Inner Loop**  
**Georgetown, TX 78626**

## Directions:

### From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

### From North (Georgetown, Jarrell)

Take IH-35 Southbound

Exit 259

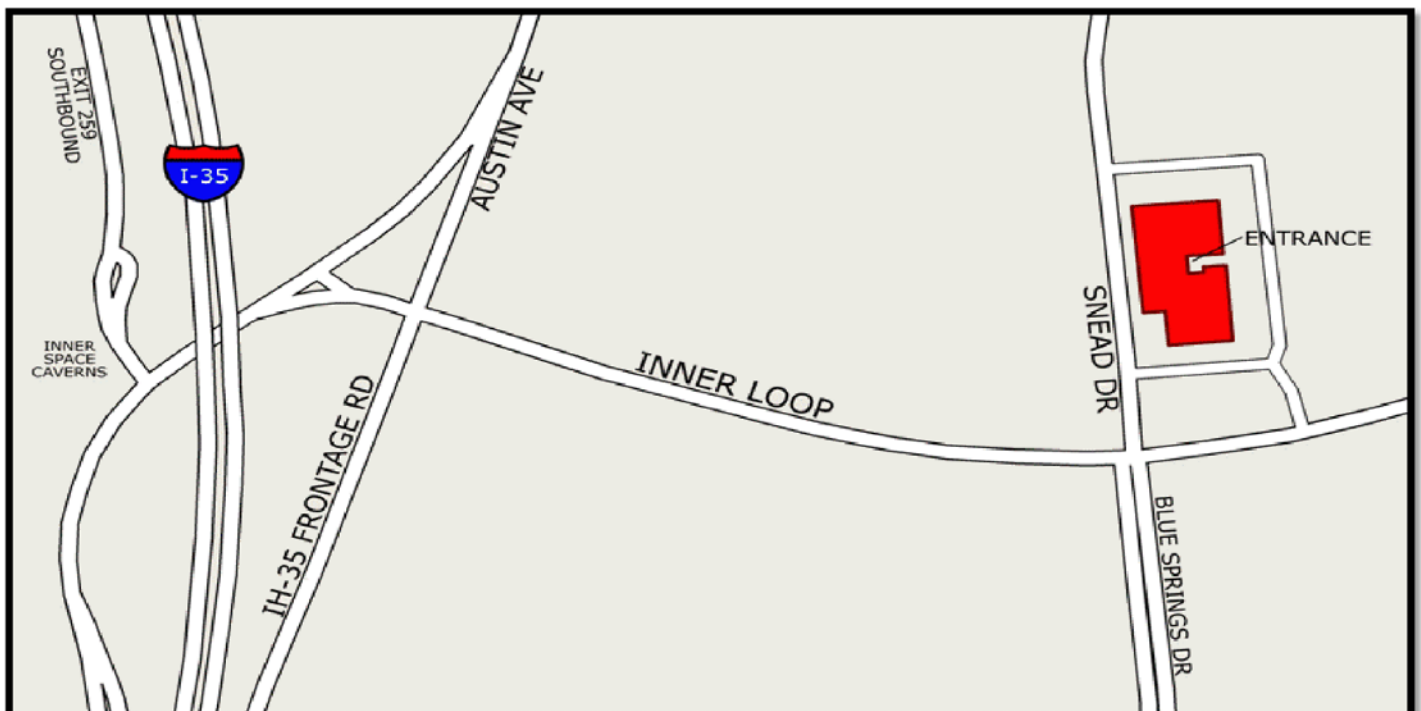
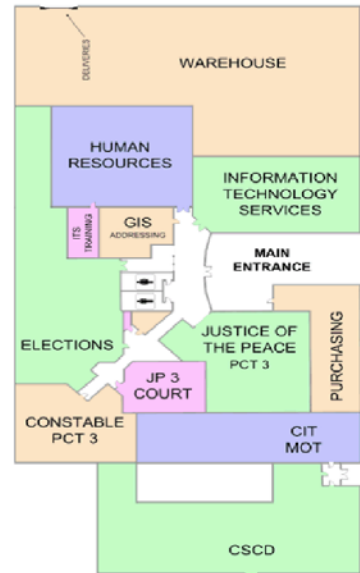
At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

**INNER LOOP ANNEX FLOOR PLAN**



Williamson County  
Regional Park  
Landscape Work Schedule  
Attachment A

|                                  | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|----------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| <b>GENERAL</b>                   |     |     |     |     |     |     |     |     |     |     |     |     |
| supervisory inspection           |     | 1   | 4   | 5   | 4   | 5   | 4   | 4   | 4   | 5   | 2   |     |
| full service visits by crew      |     | 1   | 4   | 5   | 4   | 5   | 4   | 4   | 4   | 5   | 2   |     |
|                                  |     |     |     |     |     |     |     |     |     |     |     |     |
|                                  |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Turf</b>                      |     |     |     |     |     |     |     |     |     |     |     |     |
| mow, edge, trim ( common SF1-5)  |     |     | 4   | 10  | 8   | 8   | 10  | 8   | 8   | 8   | 4   |     |
| mow, edge, trim ( tif SF6-11)    |     |     | 4   | 10  | 8   | 8   | 10  | 8   | 8   | 8   | 4   |     |
| mow, edge, trim ( Baseball 1-2)  |     |     | 4   | 10  | 8   | 8   | 10  | 8   | 8   | 8   | 4   |     |
| medians on 175                   |     |     | 2   | 2   | 2   | 2   | 2   | 1   | 2   | 2   | 1   |     |
|                                  |     |     |     |     |     |     |     |     |     |     |     |     |
|                                  |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>TREES,SHRUBS,BEDS</b>         |     |     |     |     |     |     |     |     |     |     |     |     |
| clean basins/berms               |     | 1   | 4   | 5   | 4   | 4   | 5   | 4   | 4   | 5   | 2   |     |
| pruning shrubs(hedge)            |     |     | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   | 1   |     |
| weed control                     |     | 1   | 4   | 4   | 4   | 4   | 4   | 4   | 4   | 4   | 2   |     |
|                                  |     |     |     |     |     |     |     |     |     |     |     |     |
|                                  |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>DEBRIS DISPOSAL</b>           |     |     |     |     |     |     |     |     |     |     |     |     |
| grass clippings                  |     | 1   | 4   | 5   | 4   | 4   | 5   | 4   | 4   | 5   | 2   |     |
| twigs, branches, leaves          |     | 1   | 4   | 5   | 4   | 4   | 5   | 4   | 4   | 5   | 2   |     |
|                                  |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>PARKING LOTS</b>              |     |     |     |     |     |     |     |     |     |     |     |     |
| gutter/curb blowing              |     | 1   | 4   | 5   | 4   | 4   | 5   | 4   | 4   | 5   | 2   |     |
| spray cracks                     |     |     |     | 2   | 2   | 2   | 2   | 2   | 2   | 2   |     |     |
|                                  |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>IRRIGATION</b>                |     |     |     |     |     |     |     |     |     |     |     |     |
| visual inspection                |     | 1   | 4   | 5   | 4   | 4   | 5   | 4   | 4   | 5   | 2   |     |
|                                  |     |     |     |     |     |     |     |     |     |     |     |     |
|                                  |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Alternate A</b>               |     | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| mow, edge, trim ( Cricket Field) |     | 1   | 4   | 5   | 6   | 4   | 5   | 4   | 4   | 5   | 2   |     |
| <b>Alternate B</b>               |     |     |     |     |     |     |     |     |     |     |     |     |
| mow, edge, trim ( Commons Area)  |     | 1   | 3   | 4   | 4   | 4   | 3   | 3   | 3   | 3   | 2   |     |
|                                  |     |     |     |     |     |     |     |     |     |     |     |     |
| <b>Alternate C</b>               |     |     |     |     |     |     |     |     |     |     |     |     |
| Champion Park                    |     | 1   | 4   | 5   | 5   | 4   | 4   | 4   | 4   | 5   | 2   |     |

Williamson County  
Regional Park  
Landscape Work Schedule  
Attachment A

|       |
|-------|
| TOTAL |
|       |
| 38    |
| 38    |
|       |
|       |
|       |
| 68    |
| 68    |
| 68    |
| 16    |
|       |
|       |
|       |
| 38    |
| 9     |
| 35    |
|       |
|       |
|       |
| 38    |
| 38    |
|       |
|       |
| 38    |
| 14    |
|       |
|       |
| 38    |
|       |
|       |
|       |
| 40    |
|       |
| 30    |
|       |
|       |
| 38    |



① Disc Golf is 2 miles x 75' (avg.) width



② Medians along CR 175 from CR 179 to FM 1431

③ Along track of Cedar Rock Railroad

④ Along Granite trail

⑤ Fields - 11 soccer, 2 softball, plus (at) cricket

⑥ Common area oval

⑦ Along paved roads

⑧ Parking area - Splash





① Mower with either side of trail

② Regional trail - from bridge to park boundary on north east

③ Mower with along internal trails

④ ~~the~~ marked area

⑤ Along parking lot



①



②

- ① AROUND PARKING LOT; then six foot either side of trail with boundary with Town & Country Park
- ② From end of street to far end of dam





Berry Springs -

All area inside described perimeter;  
"rough cut," approx every two weeks.

## Commissioners Court - Regular Session

**Date:** 07/12/2011  
**Submitted By:** Wendy Coco, County Judge  
**Submitted For:** Hal Hawes  
**Department:** County Judge  
**Agenda Category:** Consent

### Information

#### Agenda Item

Discuss and take appropriate action approving an Engagement Letter Agreement from The Law Office of Randy T. Leavitt to provide legal counsel and advice to Williamson County and the members of the Williamson County Commissioners Court in relation to litigation matters and non-litigation matters.

#### Background

At the Williamson County Commissioners Court's June 28, 2011 session, the court approved retaining The Law Office of Randy T. Leavitt to provide legal counsel and advice to Williamson County and the members of the Williamson County Commissioners Court in relation to litigation matters and non-litigation matters and exempted such attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services. The proposed engagement letter sets forth the terms of the legal representation that will be provided by The Law Office of Randy T. Leavitt.

### Fiscal Impact

| From/To | Acct No. | Description | Amount | Sort Seq |
|---------|----------|-------------|--------|----------|
|---------|----------|-------------|--------|----------|

### Attachments

*No file(s) attached.*

### Form Routing/Status

Form Started By: Wendy  
 Coco  
 Started On: 07/07/2011 04:37  
 PM  
 Final Approval Date: 07/07/2011