

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JULY 16TH, 2013
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 Division.
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 – 20)

5. Discuss and consider approving a line item transfer for the All County Courts

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0425-004131	All Cty Cts/Family Cases	\$13,000		
To	0100-0425-004136	All Cty Cts/MH Cases	\$13,000		

6. Discuss and consider approving a line item transfer for Non Departmental

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0409-004998	Non Dept/Contingencies	\$3,288.24		

To	0100-0409-003006	Non Dept/Office Equip	\$3,288.24		
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7. Discuss and consider approving a line item transfer for animal services (WCRAS)

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	01.0545.004975	Animal Medical Care	\$10,000		
To	01.0545.004968	Care of Animals	\$10,000		
From	01.0545.004100	Professional Care	\$4,000		
To	01.0545.003200	Medical Supplies	\$4,000		
From	01.0545.004976	Animal Disposal	\$861		
To	01.0545.004300	Courier Service	\$861		

8. Discuss and consider approving a line item transfer for JP 4.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0454.001100	Salaries	\$2,246.56		
To	0100.0454.001107	Temp Labor	\$2,246.56		
From	0100.0454.004190	Autopsies	\$1,090.00		
To	0100.0454.004192	Transportation/Autopsies	\$1,090.00		

9. Discuss and consider approving line item transfer for Tax Assessor Collector.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100-0499-004350	Printed forms	\$2800.00		
To	0100-0499-004621	Copier rentals	\$2800.00		

10. Discuss and consider approving a line item transfer for the Budget Office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0491.003010	Computer equipment	476.74		
From	0100.0491.004350	Printed Materials and Binding	117.88		
To	0100.0491.004232	Training,Conferences,Seminars	594.62		

11. Discuss and consider approving a line item transfer for the Elections Office.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0492.004251	Election Supplies	\$9,000.00		
To	0100.0492.004212	Postage	\$8,000.00		
To	0100.0492.004621	Copier Rental & Supplies	\$1,000.00		

12. Discuss and consider approving a line item transfer for Emergency Communications.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	100-0581-004500	Maintenance Contracts	7900.00		
To	100-0581-004430	Utilities	7900.00		
From	100-0581-004500	Maintenance Contracts	500.00		
To	100-0581-004541	Vehicle Repairs & Maintenance	500.00		

13. To discuss and consider approving a line item transfer for JP2 to move funds to the Training, Conference, and Seminars line item.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100.0452.003100	Office Supplies	293.00		
To	0100.0452.004232	Training, Conf., Seminars	293.00		

14. Acknowledge and enter into the official minutes of the Commissioner's Court the line item transfers from merit pool monies to various departments approved by the Budget Office from April 2013 through June 2013.
15. Acknowledge report on Emergency Services Operations Center building project P136; Vaughn Construction Change Order 43 in the amount of \$0 (zero).
16. Consider approving Justice of the Peace 4, JUNE 2013, Monthly Report in compliance with Code of Criminal Procedure 103.005(b).
17. Discuss and consider accepting a donation from Scientel Wireless, LLC in the amount of \$10,000.00 for the purchase of exercise equipment and related materials for the new Emergency Services Operations Center.
18. Discuss and take appropriate action on approving the execution of a Deed without Warranty from Williamson County, Texas to Martin Benavides pertaining to 1.02 acres, more or less, being Lots 1, 2, 7 and 8, Block 61, ARB Bartlett, City of Bartlett, Williamson County, Texas pursuant to Section 34.05 (a) and (h) of the Texas Property Tax Code.
19. Discuss and take appropriate action on approving the execution of a Deed without Warranty from Williamson County, Texas to Ray Mitchell pertaining to the West 54' of Lots 1 and 2, Block 10, City of Bartlett, Williamson County, Texas pursuant to Section 34.05 (a) and (h) of the Texas Property Tax Code.

20. Discuss and consider approval of Day's Acres - an amended plat of Lot 67 Brushy Bend Park - Pct 1

REGULAR AGENDA

21. Discuss and take appropriate action regarding a Resolution recognizing the international award received by Matthew Janecka, Mark Janecka, and Daniel Kelton, members of the Georgetown 4-H Club Rocket Challenge Team.

TO BE FOLLOWED BY A BRIEF RECEPTION IN THE HISTORIC DISTRICT COURTROOM HONORING THE ROCKET CHALLENGE TEAM.
22. Recognition of Williamson County EMS New Members successful completion of training academy.
23. Hear the July 2013 Construction Summary Report for Road Bond and Pass Through Financing projects.
24. To discuss and take appropriate action on the Department of Infrastructure's projects and issues update.
25. Discuss and consider approving HDR Engineering, Inc. Professional Service Agreement (PSA) for the IH 35 corridor between SH45 and RM1431 Operational Study.
26. Consider approving Change Order No. 11 in the amount of \$2,827.18 for Hero Way, a Road Bond project in Precinct Two.
27. Consider approving Change Order No. 2 in the amount of \$25,000.00 for IH 35 Northbound Frontage Road, a Pass Through Financing project in Precinct Three.
28. Consider approving Change Order No. 3 in the amount of \$134,242.61 for IH 35 Northbound Frontage Road, a Pass Through Financing project in Precinct Three.
29. Consider approving Change Order No. 8 in the amount of \$25,224.57 for SH 29 Two-Way Left Turn Lane, a Road Bond project in Precinct Two.
30. To discuss and take appropriate action on "SUPPLEMENT AND CLARIFICATION OF THE 2009 WILLIAMSON COUNTY LANDFILL OPERATION AGREEMENT"
31. Discuss and take appropriate action on a Commercial Real Estate Listing Agreement between Williamson County and Georgetown Commercial Properties, LLC regarding a tract of land owned by Williamson County and being situated near Blue Springs Road, Georgetown, Texas.
32. Discuss and consider Williamson County's participation in the pilot program for countywide election day polling places for the elections scheduled for November 5, 2013.
33. Receive post-election report on the use of election day countywide vote centers on May 11, 2013.
34. Discuss and consider approving the Early Voting Polling Locations and Schedule for the November 5, 2013 uniform election date.

35. Consider authorizing advertising and setting date of August 06, at 3:30 PM in the Purchasing Department to receive bids for Towing Services for the Williamson County Sheriff's Office.
36. Consider authorizing advertising and setting date of August 14, 2013 at 3:00 PM in the Purchasing Department to receive formal Proposals (RFP's) for Benefit Broker Consultant, 14RFP00203.
37. Consider rejecting bids received for Rural County Road Seal Coat (IFB #13IFB00120) .
38. Consider authorizing the renewal of contract #11WCP1009 Snack and Beverage Vending Machines for Williamson County with McLiff Vending and Office Coffee Service for the term of October 1, 2013 through September 30, 2014, with no changes to the terms or conditions of the current contract.
39. Consider rejecting bids submitted for IFB# 13IFB00128 General Roadway Cast-In-Place Concrete for the Road & Bridge Division.
40. Consider authorizing advertising and setting date of August 06, 2013 at 10:00AM in the Purchasing
41. Consider rejecting bids submitted for IFB#13IFB00127 Ready Mix Concrete for the Road & Bridge Division.
42. Consider authorizing advertising and setting date of August 06, 2013 at 11:00AM in the Purchasing Department to receive bids for IFB#13IFB00134 Ready Mix Concrete for Road & Bridge.
43. Consider declaring an emergency and approving a budget amendment to acknowledge additional revenue

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
	0100-0435-004998	All Dist Cts/Contingencies	\$339,492		

44. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0000.367403	Park Donations	\$206.00	01	

45. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge use of Park Donations:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0510.003670	Use of Donations	\$206.00	01	

46. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for 911 Communications:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367400	Donations	\$10,000.00	01

47. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for 911 Communications:

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0581.003670	Use of Donations	\$10,000.00	01

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)."

48. Discuss economic development issues (EXECUTIVE SESSION as per VTCA Gov't Code Section 551.076 Deliberation regarding economic development project, to-wit, Project Techie.)
49. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 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 or lease of property by the County:
 - a) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
 - b) 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.
 - c) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 projects.
 - d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd.
 - e) Discuss proposed acquisition of property for proposed SH 29 project.
 - f) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
 - g) Discuss proposed acquisition of property for right-of-way along CR 258.
 - h) Discuss proposed acquisition and/or sale of property for Arterial H.
 - i) Discuss proposed acquisition of property for right-of-way for the Pond Springs Rd. project.
 - j) Discuss proposed acquisition of property for right-of-way for future parkland in Precinct 2.
 - k) Discuss proposed Gattis School road wall claim
 - l) Discuss proposed acquisition of property for right-of-way for Pearson Blvd.
 - m) Discuss proposed acquisition of property for right-of-way for FM 1460.
 - n) Discuss County owned real estate adjacent to and near Inner Loop, Georgetown, Texas.
 - o) Discuss County owned real estate adjacent to and near RM 2338 at Booty's Crossing.
 - p) Discuss the abandonment of Old Quarry Rd. at Lakeline Blvd.
 - q) Discuss possible acquisition of property with endangered species for mitigation purposes.

r) Discuss Clearwater Ranch Public Improvement District # 1 and # 2

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) 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
 - d) 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
 - e) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
 - f) 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
 - g) Employment related matters.
 - h) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - i) Civil Action No. 1:11-cv-907, Sarah Doe et al. v. Jerald Neveleff et al., In the United States District Court for the Western District of Texas Austin Division
 - j) Mortgage Electronic Recording Systems (MERS) litigation.
 - k) American Arbitration Association # 70 110 Y 00385 13; Williamson County, Texas v. Faulkner USA, Inc.
 - l) Civil Action No. A12CV0062LY; Kevin Jones v. Williamson County Sheriff's Office; In the United States District Court for the Western District of Texas, Austin Division.
 - m) Civil Action No. 1:12-CV-190-LY; Steven Hester v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division.
 - n) Cause No. 12-0721-C277; W. Paul Reed et al. v. Williamson County et al.; In the District Court of Williamson County, Texas; 277th District Court
 - p) Civil Action No. A12CV00543; Kevin Jones v. Williamson County and Williamson County Sheriff's Office; In the United States District Court for the Western District of Texas, Austin Division.
 - q) Legal matters regarding the Williamson County ESOC Project.
 - r) Cause No. 1:12-CV-011222LY; Lance Brown v. Williamson County, Williamson County Sheriff's Office, Sheriff James Wilson and Shawn Wilson in the United States District Court for the Western District of Texas, Austin Division
- 50.
51. Discuss and take appropriate action concerning economic development matters.
52. Discuss and take appropriate action on real estate.

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) 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
- d) 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
- e) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
- f) 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
- g) Employment related matters.
- h) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client

53. relationship clearly conflicts with Chapter 551 of the Texas Government Code.
- i) Civil Action No. 1:11-cv-907, Sarah Doe et al. v. Jerald Neveleff et al., In the United States District Court for the Western District of Texas Austin Division
 - j) Mortgage Electronic Recording Systems (MERS) litigation.
 - k) American Arbitration Association # 70 110 Y 00385 13; Williamson County, Texas v. Faulkner USA, Inc.
 - l) Civil Action No. A12CV0062LY; Kevin Jones v. Williamson County Sheriff's Office; In the United States District Court for the Western District of Texas, Austin Division.
 - m) Civil Action No. 1:12-CV-190-LY; Steven Hester v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division.
 - n) Cause No. 12-0721-C277; W. Paul Reed et al. v. Williamson County et al.; In the District Court of Williamson County, Texas; 277th District Court
 - p) Civil Action No. A12CV00543; Kevin Jones v. Williamson County and Williamson County Sheriff's Office; In the United States District Court for the Western District of Texas, Austin Division.
 - q) Legal matters regarding the Williamson County ESOC Project.
 - r) Cause No. 1:12-CV-011222LY; Lance Brown v. Williamson County, Williamson County Sheriff's Office, Sheriff James Wilson and Shawn Wilson in the United States District Court for the Western District of Texas, Austin Division

54. 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 _____, 2013 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session

5.

Meeting Date: 07/16/2013

Line Item Transfer

Submitted By: Ashlie Blaylock, Budget Office

Department: Budget Office

Agenda: Consent

Category:

Information

Agenda Item

Discuss and consider approving a line item transfer for the All County Courts

Background

MH Cases have increased thus creating a higher demand for court appointed attorneys in this area.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0425-004131	All Cty Cts/Family Cases	\$13,000	
To	0100-0425-004136	All Cty Cts/MH Cases	\$13,000	

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Blaylock

Final Approval Date: 07/02/2013

Reviewed By

Wendy Coco

Date

07/02/2013 03:18 PM

Started On: 07/02/2013 11:04 AM

Commissioners Court - Regular Session

6.

Meeting Date: 07/16/2013

Line Item Transfer

Submitted By: Ashlie Blaylock, Budget Office

Department: Budget Office

Agenda: Consent

Category:

Information

Agenda Item

Discuss and consider approving a line item transfer for Non Departmental

Background

The projector in the Commissioners' Courtroom needs to be replaced. This will cover the cost of a new projector.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004998	Non Dept/Contingencies	\$3,288.24	
To	0100-0409-003006	Non Dept/Office Equip	\$3,288.24	

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Blaylock

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:36 PM

Started On: 07/07/2013 10:14 AM

Commissioners Court - Regular Session

7.

Meeting Date: 07/16/2013

line item transfer for Animal Services (WCRAS)

Submitted For: Cheryl Schneider

Submitted By:

Cheryl Schneider, Animal
Services

Department: Animal Services

Agenda Consent

Category:

Information

Agenda Item

Discuss and consider approving a line item transfer for animal services (WCRAS)

Background

Requestion line item transfers to cover anticipated shortages in the following line items:

Courier Service - Requested amount to cover increased costs due to a change in the Courier company and contract.

Medical Supplies - to cover expenses for almost 100 additional spay/neuter surgeries over the previous budget.

Care of Animals - to cover expenses for increased costs of additional animals coming into the shelter as well as a change in costs of microchips and cat litter.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	01.0545.004975	Animal Medical Care	\$10,000	
To	01.0545.004968	Care of Animals	\$10,000	
From	01.0545.004100	Professional Care	\$4,000	
To	01.0545.003200	Medical Supplies	\$4,000	
From	01.0545.004976	Animal Disposal	\$861	
To	01.0545.004300	Courier Service	\$861	

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Cheryl Schneider

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:36 PM

Started On: 07/08/2013 10:07 AM

Commissioners Court - Regular Session

8.

Meeting Date: 07/16/2013

Line Item Transfer

Submitted By: Jessica Schmidt, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Consent

Category:

Information

Agenda Item

Discuss and consider approving a line item transfer for JP 4.

Background

JP 4 is requesting a line item transfer to Temporary Labor to cover labor expenses for Temp - we have Temp in Collections Enforcement Officer position on a probationary basis and to cover outstanding invoices for Transportation/Autopsies.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0454.001100	Salaries	\$2,246.56	
To	0100.0454.001107	Temp Labor	\$2,246.56	
From	0100.0454.004190	Autopsies	\$1,090.00	
To	0100.0454.004192	Transportation/Autopsies	\$1,090.00	

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jessica Schmidt

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:36 PM

Started On: 07/09/2013 10:06 AM

Commissioners Court - Regular Session

9.

Meeting Date: 07/16/2013

Discuss and consider approving line item transfer for Tax Assessor Collector

Submitted For: Deborah Hunt

Submitted

Kathryn Morehouse, County Tax Assessor

By:

Collector

Department: County Tax Assessor Collector

Agenda Consent

Category:

Information

Agenda Item

Discuss and consider approving line item transfer for Tax Assessor Collector.

Background

The copier line item is in the red at this time from overage copying at our Cedar Park annex. We are working on the issue to come up with a different solution to not have overage charges.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0499-004350	Printed forms	\$2800.00	
To	0100-0499-004621	Copier rentals	\$2800.00	

Form Review

Inbox

Reviewed By

Date

County Judge Exec Asst.

Wendy Coco

07/11/2013 03:36 PM

Form Started By: Kathryn Morehouse

Started On: 07/09/2013 10:16 AM

Final Approval Date: 07/11/2013

Commissioners Court - Regular Session

10.

Meeting Date: 07/16/2013

LIT

Submitted For: Ashlie Blaylock

Submitted By:

Rebecca Clemons, Budget
Office

Department: Budget Office

Agenda Consent

Category:

Information

Agenda Item

Discuss and consider approving a line item transfer for the Budget Office.

Background

Additional funds are needed to attend a conference.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0491.003010	Computer equipment	476.74	
From	0100.0491.004350	Printed Materials and Binding	117.88	
To	0100.0491.004232	Training, Conferences, Seminars	594.62	

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:37 PM

Started On: 07/09/2013 02:48 PM

Meeting Date: 07/16/2013

request line item transfer

Submitted For: Kay Eastes

Submitted By:

Kay Eastes, Elections

Department: Elections

Agenda Consent

Category:

Information

Agenda Item

Discuss and consider approving a line item transfer for the Elections Office.

Background

As a result of the large volume of voter registration applications submitted during the 2012 November election cycle, post election mailing of voter certificates, address confirmation cards, and statement of residence forms, there is not adequate postage remaining in the budget line to meet the mailing needs for the rest of the year. We anticipate working with Votec Corporation, the County's voter registration vendor, to perform the NCOA processing of the voter rolls in August. Several thousand address confirmation cards will need to be mailed in connection with NCOA. This process helps to clean up the voter registration rolls which will result in a monetary savings when the Elections Office must perform the biannual mailing of voter certificates at the end of the calendar year. The NCOA has to be completed during the current fiscal year due to upcoming election deadlines connected to the 2013 November elections. The current mailing of 3,363 voter registration certificates will almost deplete the remaining postage in the postage machine.

Some funds were budgeted to take into consideration any overage and payment for color copies. Due to the high volume demand for copies incidental to the 2012 presidential election, the B&W Meter and Color Meter for the Annual Overage exceeded the budget. Sufficient funds are not available in the budget to cover all remaining monthly rental Billing Periods for the current fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0492.004251	Election Supplies	\$9,000.00	
To	0100.0492.004212	Postage	\$8,000.00	
To	0100.0492.004621	Copier Rental & Supplies	\$1,000.00	

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kay Eastes

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:38 PM

Started On: 07/11/2013 09:34 AM

Commissioners Court - Regular Session

12.

Meeting Date: 07/16/2013

Line Item Transfer

Submitted For: Scott Parker

Submitted
By:

Melissa Pogue, Emergency Communications

Department: Emergency Communications

Agenda Consent

Category:

Information

Agenda Item

Discuss and consider approving a line item transfer for Emergency Communications.

Background

4541-Due to unforeseen repairs to vehicles.

4430-Due to new T-1 lines for radio system at the new ESOC .

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	100-0581-004500	Maintenance Contracts	7900.00	
To	100-0581-004430	Utilities	7900.00	
From	100-0581-004500	Maintenance Contracts	500.00	
To	100-0581-004541	Vehicle Repairs & Maintenance	500.00	

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Melissa Pogue

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:38 PM

Started On: 07/11/2013 10:17 AM

Commissioners Court - Regular Session

13.

Meeting Date: 07/16/2013

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

Submitted For: Edna Staudt

Submitted By:

Melissa East, J.P. Pct.
#2

Department: J.P. Pct. #2

Agenda Consent

Category:

Information

Agenda Item

To discuss and consider approving a line item transfer for JP2 to move funds to the Training, Conference, and Seminars line item.

Background

We need to move money in order to pay for an upcoming training on applying the new rules for the Civil Court Clerk to attend.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100.0452.003100	Office Supplies	293.00	
To	0100.0452.004232	Training, Conf., Seminars	293.00	

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Melissa East

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:38 PM

Started On: 07/11/2013 11:36 AM

Commissioners Court - Regular Session

14.

Meeting Date: 07/16/2013

merit Q3

Submitted For: Ashlie Koenig

Submitted By:

Rebecca Clemons, Budget
Office

Department: Budget Office

Agenda Consent

Category:

Information

Agenda Item

Acknowledge and enter into the official minutes of the Commissioner's Court the line item transfers from merit pool monies to various departments approved by the Budget Office from April 2013 through June 2013.

Background

During the FY12/13 budget process, the Commissioner's Court approved the Budget Office to approve line item transfers as needed for departments as they utilized their merit funds budgeted. The Court requested these transfers be on the agenda quarterly for review.

Attachments

[merit 1](#)

[merit 2](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:38 PM

Started On: 07/11/2013 10:04 AM

Merit Line Item Transfer

Summary - No Fica and Retirement Changes

Approved by Williamson County Budget Office

Per Commissioner's Court

Fund	Dept	Object	Department Name	To	From	Original Merit Budget	Remaining Merit Monies
0385	0385	001130	COUNTY CLERK RECORDS		\$1,260.11	\$1,299.98	\$39.87
0385	0385	001100		\$1,260.11			
0200	0210	001130	UNIFIED ROAD SYSTEMS		\$4,612.40	\$14,558.60	\$9,946.20
0200	0210	001100		\$4,612.40			
0100	0576	001130	JUVENILE SERVICES		\$1,050.00	\$42,626.50	\$41,576.50
0100	0576	001100		\$1,050.00			
0100	0495	001130	COUNTY AUDITOR		\$1,826.65	\$21,653.21	\$19,826.56
0100	0495	001100		\$1,826.65			
0100	0453	001130	JUSTICE OF THE PEACE PCT. #3		\$674.13	\$674.13	\$0.00
0100	0453	001100		\$674.13			
0100	0576	001130	JUVENILE SERVICES		\$2,975.00	\$41,576.50	\$38,601.50
0100	0576	001100		\$2,975.00			
0100	0495	001130	COUNTY AUDITOR		\$1,170.89	\$19,826.52	\$18,655.63
0100	0495	001100		\$1,170.89			
0100	0510	001130	PARKS		\$662.94	\$668.41	\$5.47
0100	0510	001100		\$662.94			

Merit Line Item Transfer

Summary - Including Fica and Retirement Changes

Approved by Williamson County Budget Office

Per Commissioner's Court

Fund	Dept	Object	Department Name	To	From	Original Merit Budget	Remaining Merit Monies
0100	8003	001130	Sheriff's Office		\$1,326.27	9059.33	\$7,733.06
0100	8003	002010			\$101.46	3960.76	\$3,859.30
0100	8003	002020			\$161.61	6308.75	\$6,147.14
0100	0570	001100	Jail	\$1,326.27			
0100	0570	002010		\$101.46			
0100	0570	002020		\$161.61			
0100	8006	001130	INFRASTRUCTURE		\$1,229.98	3130.61	\$1,900.63
0100	8006	002010			\$94.09	241.18	\$147.09
0100	8006	002020			\$149.87	384.16	\$234.29
0100	0509	001100	Facilities	\$1,229.98			
0100	0509	002010		\$94.09			
0100	0509	002020		\$149.87			
0100	8002	001130	COUNTY CLERK		\$923.07	4193.01	\$3,269.94
0100	8002	002010			\$70.61	416.03	\$345.42
0100	8002	002020			\$112.48	662.66	\$550.18
0100	0404	001100	COUNTY CLERK JUDICIAL	\$923.07			
0100	0404	002010		\$70.61			
0100	0404	002020		\$112.48			
0100	8004	001130	EMERGENCY SERVICES		\$3,147.60	50883.15	\$47,735.55
0100	8004	002010			\$240.79	3960.76	\$3,719.97
0100	8004	002020			\$383.54	6308.75	\$5,925.21
0100	0581	001100	911 COMMUNICATIONS	\$3,147.60			
0100	0581	002010		\$240.79			
0100	0581	002020		\$383.54			
0100	8003	001130	Sheriff's Office		\$1,463.62	7733.06	\$6,269.44
0100	8003	002010			\$111.97	3960.76	\$3,848.79
0100	8003	002020			\$178.34	6308.75	\$6,130.41

0100	0570	001100	Jail	\$1,463.62		
0100	0570	002010		\$111.97		
0100	0570	002020		\$178.34		
0100	8004	001130	EMERGENCY SERVICES	\$15,695.78	47735.55	\$32,039.77
0100	8004	002010		\$1,200.73	3960.76	\$2,760.03
0100	8004	002020		\$1,912.53	6308.75	\$4,396.22
0100	0581	001100	911 COMMUNICATIONS	\$15,695.78		
0100	0581	002010		\$1,200.73		
0100	0581	002020		\$1,912.53		
0100	8003	001130	Sheriff's Office	\$1,463.62	6269.44	\$4,805.82
0100	8003	002010		\$111.97	3960.76	\$3,848.79
0100	8003	002020		\$178.34	6308.75	\$6,130.41
0100	0570	001100	Jail	\$1,463.62		
0100	0570	002010		\$111.97		
0100	0570	002020		\$178.34		
0100	8004	001130	EMERGENCY SERVICES	\$5,701.82	32039.77	\$26,337.95
0100	8004	002010		\$436.19	3960.76	\$3,524.57
0100	8004	002020		\$694.77	6308.75	\$5,613.98
0100	0540	001100	EMS	\$5,701.82		
0100	0540	002010		\$436.19		
0100	0540	002020		\$694.77		
0100	8004	001130	EMERGENCY SERVICES	\$787.49	26337.95	\$25,550.46
0100	8004	002010		\$60.24	3960.76	\$3,900.52
0100	8004	002020		\$95.96	6308.75	\$6,212.79
0100	0341	001100	Mobile Outreach	\$787.49		
0100	0341	002010		\$60.24		
0100	0341	002020		\$95.96		

Commissioners Court - Regular Session

15.

Meeting Date: 07/16/2013

Report on Emergency Services Operations Center P136 Vaughn Change Order 43

Submitted For: Gary Wilson

Submitted By:

Shirley Taylor, Facilities
Maintenance

Department: Facilities Maintenance

Agenda Consent

Category:

Information

Agenda Item

Acknowledge report on Emergency Services Operations Center building project P136; Vaughn Construction Change Order 43 in the amount of \$0 (zero).

Background

Attachments

P136 ESOC Vaughn Change Order 43

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Shirley Taylor

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:38 PM

Started On: 07/11/2013 09:13 AM

VAUGHN

CONSTRUCTION

2001 S.E. Inner Loop
Georgetown, TX 78626
Phone: (512) 230-6282
Fax: (512) 681-9752

July 11, 2013

Gary Wilson
Williamson County, Texas
710 Main Street #101
Georgetown, TX 78626

Re: Williamson County Emergency Services Operations Center CM

Job No: 172201

Subj: Change Proposal No. 172201-0043

Gentlemen:

We respectfully submit our proposal for an increase to our contract in the amount of \$0 (zero) dollars to provide adding 6 days to the contract due to the rain that occurred on June 18th, July 1st, and July 8th for the above referenced project.

Our price is valid for Ten (10) days

Please indicate your acceptance of this change proposal by signing and returning one copy of the attached Form B breakdown of our cost.

Very truly yours,
VAUGHN CONSTRUCTION



Doug Boram

Attachments:

CC: File

FORM B

PROJECT: Williamson County Emergency Services Operations Center CM

CHANGE PROPOSAL NO: 172201-0043

QUOTATION :

Item	Labor	Materials	Subs	Total
adding 6 days to the contract due to the rain that occurred on June 18th , July 1st, and July 8th	\$0.00	\$0.00	\$0.00	\$0.00

Totals \$0.00 \$0.00 \$0.00 \$0.00

Insurance, Tax, Benefits on Labor \$0.00

Overhead \$0.00

Fee on Subs \$0.00

Fee on JTV \$0.00

Bond \$0.00

Remodel Tax \$0.00

TOTAL \$0.00

TIME EXTENSION TO CONTRACT: 6 Days

Submitted Date: 7/11/2013

Accepted

VAUGHN CONSTRUCTION

By: 

By: 
Doug Boram

Date 7-11-13

Proposal Valid for 10 Days

Commissioners Court - Regular Session

16.

Meeting Date: 07/16/2013

Justice of the Peace 4 JUNE 2013 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Consent

Category:

Information

Agenda Item

Consider approving Justice of the Peace 4, JUNE 2013, Monthly Report in compliance with Code of Criminal Procedure 103.005(b).

Background

Attachments

JP4 JUNE 2013 EOM REPORT

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

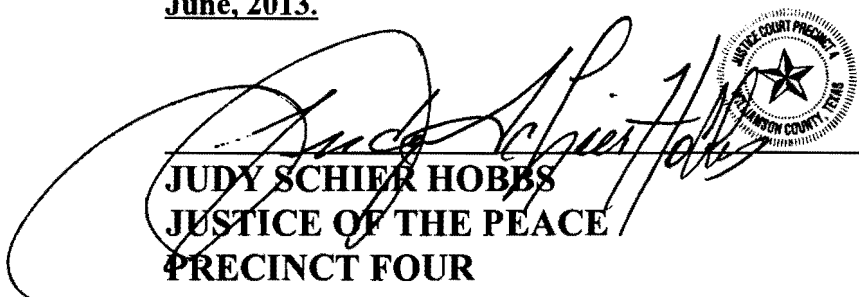
07/11/2013 03:36 PM

Started On: 07/08/2013 01:25 PM


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

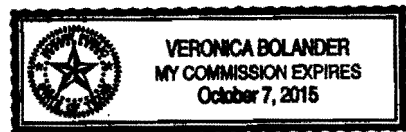
**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

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, 2013.


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

5th day of July, 2013 to certify which witness my hand and seal of office.


NOTARY PUBLIC in and for the State of Texas



TRAN NO.	DATE PAID	CASE NUMBER	FILING FEES	ABSTR AC OF JUDGM	WRITS	OUT OF COUNT	MISC.	COURT REPORT	CIVIL LEGAL SERVICE	PCT4 CONST AB	PCT1 CONST AB	PCT2 CONST AB	PCT3 CONST AB	ALL OTHER	TOTAL
15535	06/06/2013	EV130284	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 HOUSING AUTHORITY															
15536	06/06/2013	EV130340	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
COLONIAL VILLAGE AT SIERRA VISTA															
15537	06/06/2013	EV130341	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
COLONIAL VILLAGE AT SIERRA VISTA															
15538	06/06/2013	EV130342	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
ELIZABETH WHITWORTH															
15539	06/06/2013	SC130031	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
JOE O. RODRIGUEZ JR.															
15540	06/07/2013	EV130343	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
PARK PLACE APARTMENTS															
15541	06/07/2013	EV130344	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
LAURA TALLEY															
15542	06/07/2013	SC130032	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
FAST PROCESS SERVICE															
15543	06/07/2013	SC130032	(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)
FAST PROCESS SERVICE															
15544	06/07/2013	JC130169	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
FAST PROCESS SERVICE															
15545	06/10/2013	EV130345	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
MITCH & WENDY GLASER															
15546	06/10/2013	JC130170	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
PROFESSIONAL CIVIL PROCESS															
15547	06/10/2013	JC130171	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															
15548	06/11/2013	EV130346	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 STAR RANCH COUNTRY CLUB															

Payment Register: CIVIL
Williamson County Justice of the Peace, Pct. 4
By Date 06/01/2013-06/28/2013

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
15563	06/11/2013	EV130359	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															
15564	06/11/2013	EV130360	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															
15565	06/11/2013	EV130361	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															
15566	06/11/2013	EV130362	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															
15567	06/11/2013	EV130363	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															
15568	06/11/2013	EV130364	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															
15569	06/11/2013	EV130365	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															
15570	06/11/2013	EV130366	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															
15571	06/11/2013	EV130367	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															
15572	06/11/2013	EV130368	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															
15573	06/11/2013	EV130369	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															
15574	06/11/2013	EV130370	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															
15575	06/11/2013	EV130371	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															
15576	06/11/2013	EV130372	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															
15577	06/11/2013	EV130373	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															

211 W. 6th St.

P.O. Box 588

Taylor, Texas 76574

Payment Register: CIVIL

Williamson County Justice of the Peace, Pct. 4

By Date 06/01/2013-06/28/2013

Page No: 5

Date Printed: 6/28/2013

Time Printed: 5:41:25PM

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
15578	06/11/2013	EV130374	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															
15579	06/11/2013	EV130375	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															
15580	06/11/2013	EV130376	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															
15581	06/11/2013	EV130377	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															
15582	06/11/2013	EV130378	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															
15583	06/11/2013	SC130001	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
NOVAREA O'BRIEN DBA O'BRIEN MEAT															
15584	06/13/2013	EV130278	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
REAL STAR PROPERTY MANAGEMENT															
15585	06/13/2013	EV130379	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
A-TX PROP. MGMT															
15586	06/13/2013	EV130380	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
CODILIS & STAWIARSKI															
15587	06/13/2013	SC130027	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
SHAWN AND KARA DALTON-WERNER															
15588	06/14/2013	EV130381	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
MARCIA HAGLER															
15589	06/14/2013	EV130382	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
MARCIA HAGLER															
15590	06/14/2013	EV130383	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
SEAN SHAFER															
15591	06/14/2013	EV130384	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
BOWMAN'S WALK APARTMENTS															

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
15592	06/14/2013	EV130385	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
TWELVE OAKS APARTMENTS															
15593	06/14/2013	EV130386	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
TWELVE OAKS APARTMENTS															
15594	06/14/2013	EV130387	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
TWELVE OAKS APARTMENTS															
15595	06/14/2013	EV130388	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
YELDUD PROPERTIES LLC															
15596	06/14/2013	EV130389	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
YELDUD PROPERTIES LLC															
15597	06/17/2013	EV130390	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
KYONG FLOWERS															
15598	06/17/2013	EV130391	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
COLONIAL GRAND AT ASHTON OAKS															
15599	06/17/2013	EV130392	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
PARK PLACE EAPARTMENTS															
15600	06/17/2013	EV130393	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
PARK PLACE VENTURES															
15601	06/17/2013	IN130081	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
VINH M TRAN, ATT. AT LAW															
15602	06/17/2013	EV130394	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
HUGHES WATTERS ET AL															
15603	06/17/2013	EV130395	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
PRIME PROPERTIES															
15604	06/17/2013	JC130172	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
FAST PROCESS SERVICE															
15605	06/17/2013	JC130173	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															
15606	06/17/2013	JC130174	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															

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
15607	06/17/2013	JC130175	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															
15608	06/17/2013	EV130396	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
JOSH PRINCE															
15609	06/17/2013	EV130397	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															
15610	06/18/2013	EV130398	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
ANDERSON HOWARD JR.															
15611	06/18/2013	EV130399	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
MONTELENA APARTMENTS															
15612	06/18/2013	EV130400	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
MONTELENA APARTMENTS															
15613	06/18/2013	EV130401	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
MONTELENA APARTMENTS															
15614	06/18/2013	EV130402	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
MONTELENA APARTMENTS															
15615	06/18/2013	EV130403	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
TOWNHOMES AT DOUBLE CREEK															
15616	06/18/2013	EV130404	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
TOWNHOMES AT DOUBLE CREEK															
15617	06/18/2013	EV130405	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
TOWNHOMES AT DOUBLE CREEK															
15618	06/18/2013	EV130406	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
TOWNHOMES AT DOUBLE CREEK															
15619	06/18/2013	EV130407	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
TOWNHOMES AT DOUBLE CREEK															
15620	06/20/2013	EV130408	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
DALE O'DELL															
15621	06/20/2013	EV130409	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
STEVEN LUCAS															

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
15622	06/20/2013	EV130410	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.															
15623	06/20/2013	EV130279	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															
15624	06/21/2013	EV130411	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
MONTELENA APARTMENTS HOMES															
15625	06/21/2013	SC130033	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
JONATHAN & WILMA GONYOA															
15626	06/21/2013	JC080050	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
JANICE E. COHEN, ATT.AT LAW															
15627	06/21/2013	EV130412	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
JACK O'BOYLE & ASSOC.															
15628	06/21/2013	EV130413	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 FRAPPIER TURNER & ENGEL, LLP															
15629	06/24/2013	EV130329	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
JOHN JONES DBA IMPROVED PROPERTIES															
15630	06/24/2013	EV130414	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
GRANGER HOUSING AUTHORITY															
15631	06/24/2013	EV130415	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
KENNETH HUNT															
15632	06/24/2013	EV130259	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 PLEX, INC															
15633	06/25/2013	JC130176	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															
15634	06/25/2013	JC130177	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															
15635	06/25/2013	JC130178	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															
15636	06/25/2013	JC130179	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															

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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 CONST AB	ALL OTHER	TOTAL
15637	06/25/2013	JC080194	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
WEINSTEIN & RILEY PS															
15638	06/27/2013	EV130416	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
AP DELL RANCH MANSION LLC															
15639	06/27/2013	EV130229	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
MIKE SPIVEY															
15640	06/27/2013	JC130180	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
PROFESSIONAL CIVIL PROCESS															
15641	06/27/2013	EV130417	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
TRCKA FARMS															
15642	06/27/2013	EV130293	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
AP DELL RANCH MANSIONS, LLC															
15645	06/28/2013	EV130418	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
FAIRWAYS AT STAR RANCH															
															0.00 \$0.00
CUMULATIVE TOTALS :			2,650.00	20.00	55.00	0.00	0.00	0.00	636.00	9,630.00	0.00	0.00	0.00	5.00	\$12,996.00

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Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 06/01/2013-06/28/2013

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Time Printed: 5:41:25PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	4	20.00	20.00	10.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
EVICTON	EVICTON FILING FEE	82	2,050.00	2,050.00	450.00	1,375.00	0.00	0.00	225.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	110	636.00	636.00	114.00	450.00	12.00	0.00	60.00	0.00	0.00	0.00	0399-0000-208822
JUSTICE	JUSTICE CIVIL FILING FEE	19	475.00	475.00	25.00	400.00	50.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
SERVE 4	CONSTABLE PRECINCT 4 SEF	116	7,980.00	7,980.00	1,750.00	5,320.00	0.00	0.00	910.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	9	125.00	125.00	0.00	100.00	0.00	0.00	25.00	0.00	0.00	0.00	0100-0000-341804
WRIT EXEC	WRIT OF EXECUTION	1	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	10	50.00	50.00	5.00	35.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	11	1,650.00	1,650.00	150.00	1,200.00	0.00	0.00	300.00	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	1	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY	363	12,996.00	12,996.00	2,504.00	8,900.00	62.00	0.00	1,530.00	\$0.00	0.00	0.00	0.00	
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Direct Deposit	\$0.00												
Cash	\$2,504.00												
Checks	\$8,900.00												
Money Orders	\$62.00												
Credit Cards :	\$1,530.00												
		Escrow Payments	\$0.00		Transaction Fee	\$0.00		Non-Monetary	\$0.00				

TOTAL CURRENCY	\$12,996.00	ESCROW PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL	\$0.00	TOTAL PAID	\$0.00				
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Taylor, Texas 76574

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 06/01/2013-06/28/2013

Date Printed: 6/28/2013
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GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	TOTALS
0100-0000-341804		2,470.00	260.00	0.00	0.00	2,730.00
0100-0000-341904		8,420.00	1,210.00	0.00	0.00	9,630.00
0399-0000-208822		576.00	60.00	0.00	0.00	636.00
TOTALS :		11,466.00	1,530.00	0.00	0.00	12,996.00

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
156585	06/03/2013	TR131541	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	65.10	\$265.00
DESIREE MARINDA TAYLOR																			
156586	06/03/2013	TR131402	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	51.90	95.10	\$155.00
ROBERT MICHAEL KRIEG																			
156587	06/03/2013	TR123763	0.00	0.00	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	25.00	\$130.00
SOPHIA ORTA MEDINA																			
156588	06/03/2013	TR123773	0.00	184.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$184.50
OMAR A ACOSTA																			
156589	06/03/2013	TR131300	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	1.00	95.10	\$104.10
JULIE LYNNEA REYNOLDS																			
156590	06/03/2013	TW130255	0.00	0.00	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
CRISTINA MARIE DONOHUE																			
156591	06/03/2013	TW130256	0.00	0.00	0.00	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
CRISTINA MARIE DONOHUE																			
156592	06/03/2013	TR131664	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	95.10	\$113.00
GEORGE RALPH RICHEY																			
156593	06/03/2013	TR130872	0.00	0.00	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	25.00	\$60.00
ROBERT GARCIA																			
156594	06/03/2013	TR131357	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.00	0.00	\$49.00
CHARLES GERALD RAPPELET																			
156595	06/03/2013	TR131543	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	103.90	95.10	\$207.00
ANA TERESA WHATLEY																			
156596	06/03/2013	TR121684	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	90.00	\$96.00
LEAH ROCHELLE CALDWELL																			
156597	06/03/2013	TR123398	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	145.10	\$250.00
HENRRI CAMPOS-HERNANDEZ																			
156598	06/03/2013	TR131370	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	65.00	\$71.00
MAGDALENE OCHOA MARTINEZ																			
156599	06/03/2013	NT130190	0.00	0.00	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	60.00	\$260.00
RODERICK D HOUSTON																			

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
156600	06/03/2013	TR131446	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
NAKIA LANE WAY																			
156601	06/03/2013	TR122750	0.00	0.00	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
ANGELICA MARIA MARTINEZ																			
156602	06/03/2013	TR131258	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	65.00	\$100.00
MARTIN EDUARDO MENCHACA																			
156603	06/03/2013	TR130889	0.00	0.00	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
CHARLES FULTON CLIFTON																			
156604	06/03/2013	TR071142	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	31.00	146.00	\$185.00
JASON COLE CLOER																			
156605	06/03/2013	TR071142	0.00	0.00	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
JASON COLE CLOER																			
156606	06/03/2013	TR123044	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	145.10	\$230.00
JERRY JOE SELUCKY																			
156607	06/03/2013	TR131589	0.00	0.00	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	115.00	\$615.00
JERRY JOE SELUCKY																			
156608	06/03/2013	TR122297	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	170.10	\$678.00
JOE CLEVELAND WOODS																			
156609	06/03/2013	TR122298	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	170.10	\$330.00
JOE CLEVELAND WOODS																			
156610	06/03/2013	TR130720	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	199.90	0.00	\$199.90
DANIEL ALLEN RANEY																			
156611	06/03/2013	TW130150	0.00	0.00	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
COURTNEY MARSHY WATTS																			
156612	06/03/2013	TR121760	0.00	0.00	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	75.00	\$573.00
ZAKIYA JAMILIA STRANGE																			
156613	06/03/2013	TR131616	0.00	0.00	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	70.10	\$265.00
JOSE G MEDINA																			
156614	06/03/2013	TR131312	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	95.00	\$135.00
ENRIQUE VAZQUEZ-MARTINEZ																			

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
156615	06/03/2013	TR121216	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	33.00	0.00	\$33.00
AUGUSTINE VELA																			
156616	06/03/2013	NT130002	0.00	0.00	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
MANUEL PEREZ																			
156617	06/03/2013	TR123655	0.00	0.00	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
CAMESHIA JEWELL MASON																			
156618	06/03/2013	TR123711	0.00	0.00	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
TATRINA SASHAWN BAILEY																			
156619	06/03/2013	NT120133	0.00	0.00	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
RAYLEEN LOMELI																			
156620	06/03/2013	TR122735	0.00	0.00	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
DEBORA BRYANT ALLEN																			
156621	06/03/2013	TR123919	0.00	0.00	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
LONNIE WAYNE ANDERSON																			
156622	06/03/2013	NT120241	0.00	0.00	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
STEVEN FRANKLIN SHARPE																			
156623	06/03/2013	TR131496	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	95.10	\$180.00
KEVIN DAVID TALBOT																			
156624	06/03/2013	TW120465	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.90	\$5.90
CARL ALLEN PIERCE																			
156625	06/03/2013	TW120466	0.00	0.00	0.00	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
CARL ALLEN PIERCE																			
156626	06/03/2013	TR131662	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	95.10	\$113.00
PAUL STUART WILLIAMSON																			
156627	06/03/2013	TW130031	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	46.00	100.60	\$146.60
MIGDALIA PENA																			
156628	06/03/2013	TW130032	0.00	0.00	0.00	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
MIGDALIA PENA																			
156629	06/03/2013	TR124151	0.00	0.00	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
TERRI LYNN YOUNG																			

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
156630	06/03/2013	TR131436	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	0.00	95.00	\$103.00
VIRGINIA GALE KERLEY																			
156631	06/03/2013	JV130063	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
ANDREW MAURICE SMITH																			
156632	06/03/2013	JV130022	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
ABBIGAYLE ALEXIS TORRES																			
156633	06/03/2013	NT130056	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
JANELLE GONZALES																			
156634	06/03/2013	TR131110	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	0.00	95.10	\$103.10
BRYCE MILLER POULIN																			
156635	06/04/2013	TR131699	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	95.10	\$180.00
ALFREDO VEGA-RODRIGUEZ																			
156636	06/04/2013	TR131700	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	65.10	\$265.00
ALFREDO VEGA-RODRIGUEZ																			
156637	06/04/2013	TR131452	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	65.00	\$105.00
JOHN LEWIS KIRSTEIN																			
156638	06/04/2013	TR131451	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	95.00	\$135.00
JOHN LEWIS KIRSTEIN																			
156639	06/04/2013	NT130189	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	500.00	65.00	\$570.00
AMY LOUISE SEGGERN																			
156640	06/04/2013	TR131360	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	95.00	\$153.00
JOHN CHRISTIAN REININGER																			
156641	06/04/2013	TR122581	0.00	0.00	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	0.00	\$350.00
KANEISHA LASHON GRIFFIN																			
156642	06/04/2013	TR130213	0.00	0.00	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
MARIELLE DAOUD																			
156643	06/04/2013	TR122397	0.00	0.00	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
CANDY ELAYNE BURGE																			
156644	06/04/2013	TR131708	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
MOHAMMAD HASIB CHOUDHARY																			

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
156645	06/04/2013	TR074124	0.00	0.00	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
KENNETH NUNEZ																			
156646	06/04/2013	TR131176	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	95.00	\$153.00
GAY LOUISE VARBLE																			
156647	06/04/2013	TR130531	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	160.00	140.00	\$300.00
DENZEL CARLTON BELLINGER																			
156648	06/04/2013	TR124158	0.00	0.00	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
STEVE WAYNE DANIELS																			
156649	06/04/2013	TR131291	0.00	0.00	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
BETH LOUISE PEREZ																			
156650	06/04/2013	NT120166	0.00	0.00	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
JAMES CODY WILLIAMS																			
156651	06/04/2013	TR130439	0.00	0.00	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
MANUEL LOPEZ-MARQUEZ																			
156652	06/04/2013	TR131665	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	95.10	\$180.00
CODY AUSTIN DUDLEY																			
156653	06/04/2013	TR130764	0.00	0.00	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	25.00	\$40.00
LUCUS GARCIA-LARA																			
156654	06/04/2013	LW110233	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	150.00	110.00	\$265.00
EDUARDO CAZARES AVILA																			
156655	06/04/2013	LW120026	0.00	0.00	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
EDUARDO CAZARES AVILA																			
156656	06/04/2013	TR130954	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	65.00	\$420.00
JAMIE BRYAN WALTON																			
156657	06/06/2013	TR131639	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	95.10	\$180.00
JEREMY DUANE PUTNAM																			
156658	06/06/2013	TR131642	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	199.90	120.10	\$328.00
ERICH CHRISTIAN BROWN																			
156659	06/06/2013	TR131569	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	199.90	95.10	\$303.00
GNANAPRABHU GNANAM																			

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
156660	06/06/2013	TR121238	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	152.77	0.13	\$152.90
MARION DEWAYNE SOWERS																			
156661	06/06/2013	TR122725	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	223.00	0.00	\$223.00
FERNANDO JR LOPEZ																			
156662	06/06/2013	TR131574	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	1.00	95.10	\$104.10
MONICA DELGADO																			
156663	06/06/2013	TR131618	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	65.00	\$105.00
MARTIN BALDERAS AGUILLON																			
156664	06/06/2013	JV120099	0.00	0.00	0.00	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
AARON PAYNE																			
156665	06/06/2013	TR130629	0.00	0.00	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
MARY GARRETT MITCHELL																			
156666	06/06/2013	TW130216	0.00	0.00	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	85.00	\$150.00
SADIE ELIZA MCKESSON																			
156667	06/06/2013	TR131545	0.00	0.00	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	0.00	\$65.00
JAMES CURTIS REDIC																			
156668	06/06/2013	TR131554	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	95.10	\$113.00
ANITA SUE SIMPSON																			
156669	06/06/2013	TR121708	0.00	0.00	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	0.00	\$498.00
MARIA TERESA RODRIGUEZ																			
156670	06/06/2013	TR110938	0.00	0.00	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	25.00	\$249.00
FRANCISCO JOSE MORONES																			
156671	06/06/2013	TW120354	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.00	26.00	\$75.00
SEMEKA LASHEA BURNETT																			
156672	06/06/2013	TW130025	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72.00	25.00	\$97.00
CRYSTAL LEE LIRA																			
156673	06/06/2013	TW130025	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	33.00	64.00	\$97.00
CRYSTAL LEE LIRA																			
156674	06/06/2013	TW130025	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	36.90	\$36.90
CRYSTAL LEE LIRA																			

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
156675	06/06/2013	TW130083		0.00	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
LORNE SCOTT GOODMAN																			
156676	06/06/2013	TR121837		0.00	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
RIZWAN N IMAM																			
156677	06/06/2013	TW130001		0.00	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
ASHLEY LADORIAN BELL																			
156678	06/06/2013	TR120867		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	170.00	\$205.00
KATHRYN LENNETTE DUFRESNE																			
156679	06/06/2013	TR131640		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	95.10	\$113.00
MATTHEW GARRETT HEATHMAN																			
156680	06/06/2013	TR120867		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)	(170.00)	(\$205.00)
KATHRYN LENNETTE DUFRESNE																			
156681	06/06/2013	TW110770		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.00	0.00	\$49.00
NICOLE SHARLINDA TRAPHAN																			
156682	06/06/2013	TW130201		0.00	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
SPARKLE DANDREA DAVIS																			
156683	06/06/2013	TR111955		0.00	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
VALERIE MAXINE JOHNSON																			
156684	06/06/2013	TR120867		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	170.00	\$205.00
KATHRYN LENNETTE DUFRESNE																			
156685	06/06/2013	TR120724		0.00	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	0.00	\$45.00
DOMINIQUE JACOBY KING																			
156686	06/06/2013	TR124197		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	62.00	0.00	\$62.00
ALBERT RENE SLOSS																			
156687	06/06/2013	TR131520		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	65.00	\$100.00
CESAR MOSES RUIZ																			
156688	06/06/2013	TR123895		0.00	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
GLEN RAY MASON																			
156689	06/06/2013	TR113242		0.00	0.00	0.00	0.00	0.00	2.19	0.00	0.00	0.00	3.65	0.00	0.00	0.00	87.80	157.36	\$251.00
JUAN RAMON ARTEAGA																			

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156690	06/06/2013	TR131552		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	95.10	\$180.00
DANA JO BLOCK																			
156691	06/06/2013	TR120353		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	140.00	\$180.00
MATTHEW T MARGERISON																			
156692	06/06/2013	TR112448		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	185.00	\$540.00
STEPHANIE LEEANN SALDANA																			
156693	06/06/2013	TR114395		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	135.00	\$490.00
ALCESTEE M DRISDALE																			
156694	06/06/2013	TR114395		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)	(135.00)	(\$490.00)
ALCESTEE M DRISDALE																			
156695	06/06/2013	TR114395		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	135.00	\$490.00
ALCESTEE M DRISDALE																			
156696	06/06/2013	TR121766		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	115.00	\$470.00
ERIC RENE ALANIZ																			
156697	06/07/2013	PW130045		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	65.00	\$170.00
NATHAN CLAY THONIG																			
156698	06/07/2013	TR120757		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	340.00	50.00	\$390.00
OMAR RODRIGUEZ																			
156699	06/07/2013	TR131663		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	95.00	\$153.00
ROY KENNETH MONTGOMERY																			
156700	06/07/2013	TR131645		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	95.10	\$180.00
SELENA MERCEDES OLGUIN																			
156701	06/07/2013	TW120546		0.00	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
JEFFREY MAURICE CRANFORD																			
156702	06/07/2013	TR131619		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	95.10	\$113.00
ANGEL PACHICANO RAMIREZ																			
156703	06/07/2013	TW130023		0.00	0.00	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
DIANA ELIDIA LESPRON																			
156704	06/07/2013	TR131544		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	95.10	\$257.00
JONATHAN DAVID 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
156705	06/07/2013	TR131230	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	65.00	\$109.00
LAZARO A DELGADO																			
156706	06/07/2013	TR131247	0.00	0.00	0.00	0.00	0.00	0.00	0.30	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	9.20	\$10.00
MICHAEL SCOTT STUCZYNSKI																			
156707	06/07/2013	TR131247	0.00	0.00	0.00	0.00	0.00	0.00	2.70	0.00	0.00	0.00	4.50	0.00	0.00	0.00	32.00	85.80	\$125.00
MICHAEL SCOTT STUCZYNSKI																			
156708	06/07/2013	TR120332	0.00	54.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	349.00	9.80	\$413.50
MARY MARGARET NEELY																			
156709	06/07/2013	TR131558	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	95.10	\$180.00
JASON CONNOR MEYER																			
156710	06/07/2013	TR131559	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
JASON CONNOR MEYER																			
156711	06/07/2013	TR131345	0.00	0.00	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
LAYNE BRYANT HILDEBRANDT																			
156712	06/07/2013	TW120571	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	46.00	101.00	\$147.00
MARIA NARCEDALIA JIMENEZ																			
156713	06/07/2013	TW120571	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.80	\$0.80
MARIA NARCEDALIA JIMENEZ																			
156714	06/07/2013	NT120223	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	200.00	\$555.00
DAMION DESHON MILLIGAN																			
156715	06/07/2013	NT120223	0.00	0.00	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
DAMION DESHON MILLIGAN																			
156716	06/07/2013	NT120262	0.00	0.00	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	200.00	\$550.00
DAMION DESHON MILLIGAN																			
156717	06/07/2013	NT120262	0.00	0.00	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
DAMION DESHON MILLIGAN																			
156718	06/07/2013	TR122745	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	200.10	\$250.00
DAMION DESHON MILLIGAN																			
156719	06/07/2013	TR122745	0.00	0.00	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
DAMION DESHON MILLIGAN																			

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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
156720	06/07/2013	TW130086	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	95.00	\$95.00
JOSEPH MICHAEL BARRETT																			
156721	06/07/2013	TR114075	0.00	0.00	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
MARGARITO ESPARZA RAMIREZ																			
156722	06/07/2013	TR122366	0.00	20.64	0.00	0.00	0.00	0.00	0.93	0.00	0.00	0.00	1.55	0.00	0.00	0.00	25.90	44.98	\$94.00
ANNA MARIE TORRES																			
156723	06/07/2013	NT120201	0.00	0.00	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
PEDRO MAYA-CARMANO																			
156724	06/07/2013	TR131553	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
AMY ELIZABETH CORDERO																			
156725	06/07/2013	NT130167	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	237.00	0.00	\$237.00
JAMES ANTHONY MALDONADO																			
156726	06/07/2013	NT130167	0.00	0.00	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
JAMES ANTHONY MALDONADO																			
156727	06/07/2013	TR131637	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	95.10	\$113.00
TORY JOE HEGTVEDT																			
156728	06/07/2013	TR130292	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	155.00	0.00	\$155.00
CHRISTINE GUADALUPE BRIONES																			
156729	06/07/2013	JV130014	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	85.00	\$106.00
JOSEFINA MARTINEZ CHAIRES																			
156730	06/07/2013	TR123447	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	95.10	\$180.00
TRACY ANN LONG																			
156731	06/07/2013	TR131533	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	95.10	\$113.00
FRANK JAMES SMITH																			
156732	06/07/2013	TR130520	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	115.00	0.00	\$115.00
AUDRIEANNA LEONAR TAISLER																			
156733	06/10/2013	TR131620	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	65.10	\$115.00
GABRIELLE MICHEAL LOPEZ																			
156734	06/10/2013	TR124110	0.00	0.00	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
LATISHA JOVAN TREJO																			

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
156735	06/10/2013	TR131633	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
FABIAN OVALLE YBARRA																			
156736	06/10/2013	TR114387	0.00	0.00	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
JAMES RODNEY JOHNSON																			
156737	06/10/2013	TR130311	0.00	0.00	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
MILLICENT ANN MILLER																			
156738	06/10/2013	NT130093	0.00	0.00	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 ANN DETUNCQ																			
156739	06/10/2013	TR131347	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
MICHAEL CHARLES OMEARA																			
156740	06/10/2013	TR124130	0.00	0.00	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
MARIACORINA A AGUIRRE																			
156741	06/10/2013	NT120359	0.00	0.00	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
AUGUSTIN MEDINA																			
156742	06/10/2013	TR131380	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	95.00	\$135.00
RICKY L BAILEY																			
156743	06/10/2013	JV120092	0.00	0.00	0.00	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
BRANDIN JAMES WILLIAMS																			
156744	06/10/2013	TR130889	0.00	0.00	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
CHARLES FULTON CLIFTON																			
156745	06/10/2013	TR123021	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	298.00	0.00	\$298.00
KRISTEN RENEE ORNELAS																			
156746	06/10/2013	TR131555	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	95.00	\$135.00
RYAN ROGER OLSON																			
156747	06/10/2013	NT130089	0.00	0.00	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
STEPHANIE GARZA																			
156748	06/10/2013	NT130090	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	70.00	70.00	\$160.00
VICTOR GASPAR																			
156749	06/10/2013	TR131573	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	95.10	\$113.00
JACOB TAYLOR BOWMAN																			

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
156750	06/10/2013	TR121672	0.00	0.00	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
KRYSTYNE NICOLE BIVENS																			
156751	06/10/2013	TW130310	0.00	0.00	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	166.80	\$416.80
DANA COLLINS																			
156752	06/10/2013	TW130310	0.00	0.00	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)	(166.80)	(\$416.80)
DANA COLLINS																			
156753	06/10/2013	TW130309	0.00	0.00	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	166.80	\$416.80
DANA COLLINS																			
156754	06/10/2013	TW130310	0.00	0.00	0.00	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
DANA COLLINS																			
156755	06/10/2013	TW130345	0.00	0.00	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	166.80	\$416.80
ENRIQUE ESTRADA SALINAS																			
156756	06/10/2013	TW130346	0.00	0.00	0.00	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
ENRIQUE ESTRADA SALINAS																			
156757	06/10/2013	TW130343	0.00	0.00	0.00	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
CURTIS MARK PARKER																			
156758	06/10/2013	TR130458	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	15.00	90.00	\$110.00
MARCO VILLANUEVA																			
156759	06/10/2013	TW130342	0.00	0.00	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	166.80	\$416.80
CURTIS MARK PARKER																			
156760	06/10/2013	TW130312	0.00	0.00	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	166.80	\$416.80
JASON EDWARD CROWDER																			
156761	06/10/2013	TW130313	0.00	0.00	0.00	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
JASON EDWARD CROWDER																			
156762	06/10/2013	TW130313	0.00	0.00	0.00	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
JASON EDWARD CROWDER																			
156763	06/10/2013	TR121218	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	10.00	85.00	\$100.00
LAURIE ANN ROBLES																			
156764	06/10/2013	TW130322	0.00	0.00	0.00	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
COY LEE FOUST																			

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
156765	06/10/2013	TW130237	0.00	0.00	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	25.00	\$50.00
TOMASA REYNA FARMER																			
156766	06/10/2013	TW130058	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.10	125.90	\$149.00
CLINT RUSSELL STRAND																			
156767	06/10/2013	TR131479	0.00	0.00	0.00	0.00	0.00	0.00	0.30	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	9.20	\$10.00
MARA LYNN GRAEBERT																			
156768	06/10/2013	TR131479	0.00	0.00	0.00	0.00	0.00	0.00	2.70	0.00	0.00	0.00	0.00	0.00	4.50	0.00	32.00	85.80	\$125.00
MARA LYNN GRAEBERT																			
156769	06/10/2013	TR122982	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	180.10	\$688.00
CLEVELAND JOSEPH SHINN																			
156770	06/10/2013	TR123953	0.00	0.00	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
JESSE ANTHONY GOMEZ																			
156771	06/10/2013	TR130631	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	34.90	65.10	\$105.00
VENUSTIANO P CERVANTES																			
156772	06/10/2013	TR130631	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	160.00	0.00	\$160.00
VENUSTIANO P CERVANTES																			
156773	06/10/2013	JV120110	0.00	0.00	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
TYLER R KING																			
156774	06/10/2013	TR130463	0.00	0.00	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
LUIS VASQUEZ ARROYO																			
156775	06/10/2013	TW130207	0.00	0.00	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	170.60	\$420.60
PEDRO APARICIO GALLARDO																			
156776	06/10/2013	TW130208	0.00	0.00	0.00	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
PEDRO APARICIO GALLARDO																			
156777	06/10/2013	TW130208	0.00	0.00	0.00	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
PEDRO APARICIO GALLARDO																			
156778	06/10/2013	TR131650	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	95.10	\$180.00
JEFFREY MORGAN ANGELO																			
156779	06/11/2013	TR130239	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	196.90	0.00	\$196.90
DONOVAN BRADLEY KILLIAN																			

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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
156780	06/11/2013	NT130078	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
KERRI HEBERT																			
156781	06/11/2013	NT130077	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
PAUL HEBERT																			
156782	06/11/2013	NT130076	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
ANTHONY HEBERT																			
156783	06/11/2013	TR131560	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	95.00	\$135.00
MICHAEL PATRICK LUDLOW																			
156784	06/11/2013	TR130127	0.00	0.00	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
MARIANA REITER TARTT																			
156785	06/11/2013	TR131488	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	95.10	\$113.00
DARRIAN JNAYE MCCLENDON																			
156786	06/11/2013	TR083354	0.00	0.00	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	106.00	\$606.00
MARK ANTHONY LOPEZ																			
156787	06/11/2013	TR131213	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	65.00	\$71.00
AMBER DEANNE JACKSON																			
156788	06/11/2013	TR131246	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	95.10	\$603.00
CHRISTOPHER SAMUEL BALDERAS																			
156789	06/11/2013	TR131677	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	95.00	\$135.00
LARRY WAYNE ROBERTS																			
156790	06/11/2013	TR131678	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	51.90	95.10	\$155.00
LARRY WAYNE ROBERTS																			
156791	06/11/2013	NT130071	0.00	0.00	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
CRISTI MARIE WOOLRIDGE																			
156792	06/11/2013	NT130071	0.00	0.00	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
CRISTI MARIE WOOLRIDGE																			
156793	06/11/2013	NT120230	0.00	0.00	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
WAYNE LYNN IRELAND																			
156794	06/11/2013	NT120133	0.00	0.00	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
RAYLEEN LOMELI																			

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
156795	06/11/2013	TR131291	0.00	0.00	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
BETH LOUISE PEREZ																			
156796	06/11/2013	TR131711	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
MATTHEW HOCHMAN BENN																			
156797	06/11/2013	TR131517	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	95.10	\$113.00
DIANE MARTIN																			
156798	06/11/2013	TR131393	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
MARTY DUWAIN MONTGOMERY																			
156799	06/11/2013	TR131691	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	139.90	65.10	\$210.00
FILIBERTO VALVERDE-REBOLLOR																			
156800	06/11/2013	TR131691	0.00	0.00	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	0.00	\$55.00
FILIBERTO VALVERDE-REBOLLOR																			
156801	06/11/2013	TR130725	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	90.00	\$195.00
APRIL LYNN LOPEZ																			
156802	06/11/2013	NT130126	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70.00	0.00	\$70.00
GUADALUPE MEZA																			
156803	06/11/2013	TR131602	0.00	0.00	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	115.00	\$615.00
BRANDON TANNER WALTON																			
156804	06/11/2013	TR123463	0.00	0.00	0.00	0.00	0.00	0.00	2.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	147.06	\$150.00
BRANDON TANNER WALTON																			
156805	06/11/2013	TR131658	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	95.10	\$113.00
JUSTIN RYAN COSTILLA																			
156806	06/13/2013	TR131567	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	199.90	95.10	\$303.00
KLIPHON JOEL TAYLOR																			
156807	06/13/2013	TR131361	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	95.00	\$153.00
JACOB NATHAN VANNIEUWENHOVEN																			
156808	06/13/2013	TR131564	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
HOLDEN TAYLOR SCHROEDER																			
156809	06/13/2013	TR131374	0.00	0.00	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
AMANDA CRYSTAL LOPEZ																			

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
156810	06/13/2013	TR131501	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	51.90	95.10	\$155.00
HANS DERRICK VANWEST																			
156811	06/13/2013	TR131742	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	95.10	\$180.00
DAGOBERTO SANCHEZ-HERRERA																			
156812	06/13/2013	TR131743	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	65.10	\$265.00
DAGOBERTO SANCHEZ-HERRERA																			
156813	06/13/2013	TR124146	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	440.00	0.00	\$440.00
ROCKY GILBERT CANALES																			
156814	06/13/2013	TW120432	0.00	0.00	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	100.60	\$199.60
JUAN HUMBERTO DELEON																			
156815	06/13/2013	LW130166	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	104.00	65.00	\$174.00
FRANCISCO MORENO MENDOZA																			
156816	06/13/2013	TR131539	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	65.00	\$71.00
DESIREE MONIQUE ZACHARY																			
156817	06/13/2013	TR130163	0.00	0.00	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
SALLY ANNE MCGARY																			
156818	06/13/2013	TR131624	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	95.10	\$113.00
BRENDA CRISTINA LUNA																			
156819	06/13/2013	TR131721	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	95.10	\$113.00
TINA KAY RIPLEY																			
156820	06/13/2013	NT110164	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	85.00	\$385.00
AARON C WILSON																			
156821	06/13/2013	TW120306	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	59.60	\$59.60
ADAN RIOS																			
156822	06/13/2013	JV130045	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	0.00	42.50	\$52.50
AUDRY KOLINEK																			
156823	06/13/2013	JV130045	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	0.00	42.50	\$52.50
AUDRY KOLINEK																			
156824	06/13/2013	TR131631	0.00	0.00	0.00	0.00	0.00	0.00	2.34	0.00	0.00	0.00	3.90	0.00	0.00	0.00	0.00	73.76	\$80.00
MARK ANTHONY GARCIA																			

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
156825	06/13/2013	TR131631	0.00	0.00	0.00	0.00	0.00	0.00	0.66	0.00	0.00	0.00	1.10	0.00	0.00	0.00	1.00	21.34	\$24.10
MARK ANTHONY GARCIA																			
156826	06/13/2013	TW130349	0.00	0.00	0.00	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
HEATHER LEE SANDERS																			
156827	06/13/2013	TW130348	0.00	0.00	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	165.90	\$415.90
HEATHER LEE SANDERS																			
156828	06/13/2013	TR130667	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58.00	14.00	\$72.00
JORGE ZAVALA																			
156831	06/13/2013	TW110050	0.00	0.00	0.00	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
CHRISTI DENISHA MCDONALD																			
156832	06/14/2013	TR020455	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	87.00	25.00	\$112.00
JESSICA NAVEJAR																			
156833	06/14/2013	TR131614	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	100.10	\$113.00
ASHLEIGH JARNEA MUMPHORD																			
156834	06/14/2013	TW130258	0.00	0.00	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	170.90	\$420.90
EIRIC DEVON SMITH																			
156835	06/14/2013	TW130041	0.00	0.00	0.00	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
DAVID ANTHONY WYNN																			
156836	06/14/2013	TR121942	0.00	0.00	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
JUAN CARLOS MOLINA-ORTIZ																			
156837	06/14/2013	TR131267	0.00	0.00	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
JOHN ANDREW GILBREATH																			
156838	06/14/2013	TR131784	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	95.10	\$300.00
LINDA PURSLEY POTTS																			
156839	06/14/2013	TW130011	0.00	0.00	0.00	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
JAYMAR TRIVASKIE DAVIS																			
156840	06/14/2013	TR131613	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	100.10	\$113.00
RHONDA DANELL KITCHENS																			
156841	06/14/2013	TR131549	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	103.90	95.10	\$207.00
MARK MATTHEW POE																			

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
156842	06/14/2013	TR123399	0.00	0.00	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	50.00	\$100.00
SUSIE GOMEZ ANDRADE																			
156843	06/14/2013	TR131254	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	1.00	100.10	\$104.10
JORGE GAYOSSO OLIVARES																			
156844	06/14/2013	TR131255	0.00	0.00	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	70.10	\$71.10
JORGE GAYOSSO OLIVARES																			
156845	06/14/2013	TR113145	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	1.00	140.10	\$149.10
SCOTT MICHAEL HALL																			
156846	06/14/2013	LW130167	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	65.00	\$175.00
FREDERICK NEAL FISCHER																			
156847	06/14/2013	TW130339	0.00	0.00	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
BENJAMIN LUCIO																			
156848	06/14/2013	TW130340	0.00	0.00	0.00	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
BENJAMIN LUCIO																			
156849	06/14/2013	TR122513	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	140.00	\$495.00
MONICA MACHAEL DAVIS																			
156850	06/14/2013	NT130027	0.00	0.00	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
WILEY DOUGLAS MITCHELL																			
156851	06/14/2013	JV100075	0.00	0.00	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
TANIA ARAUJO																			
156852	06/14/2013	JV090295	0.00	0.00	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	9.00	\$509.00
TANIA ARAUJO																			
156853	06/14/2013	TR131028	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	2.00	120.00	\$130.00
LOUIE MARCELLIOUS DRIVER																			
156854	06/14/2013	TR111145	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	183.00	0.00	\$183.00
REBECCA RODRIGUEZ BELL																			
156855	06/14/2013	TR122022	0.00	0.00	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
THOMAS EDWARD LLOYD																			
156856	06/14/2013	TR113167	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	230.00	\$230.00
NICOLE MICHELLE BSSAESO																			

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
156857	06/14/2013	TW130174	0.00	0.00	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	25.00	\$50.00
LAUREN ELIZABETH BROWN																			
156858	06/14/2013	NT130194	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
MARISELA BERWICK																			
156859	06/14/2013	TR111145	0.00	0.00	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
REBECCA RODRIGUEZ BELL																			
156860	06/14/2013	NT120166	0.00	0.00	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
JAMES CODY WILLIAMS																			
156861	06/14/2013	TR131698	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
ROLANDO ROBLEDO																			
156862	06/14/2013	TR111145	0.00	0.00	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)
REBECCA RODRIGUEZ BELL																			
156863	06/14/2013	TR111145	0.00	0.00	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
REBECCA RODRIGUEZ BELL																			
156864	06/14/2013	NT130069	0.00	0.00	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
BENNIE SANCHEZ																			
156865	06/14/2013	TW120504	0.00	0.00	0.00	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
DAVID ROMAN MENDOZA																			
156866	06/14/2013	TR124302	0.00	0.00	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
MARION DEWAYNE SOWERS																			
156867	06/14/2013	TR130764	0.00	0.00	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
LUCUS GARCIA-LARA																			
156868	06/14/2013	TR113167	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(230.00)	(\$230.00)
NICOLE MICHELLE BSSAESO																			
156869	06/14/2013	TR113167	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$230.00
NICOLE MICHELLE BSSAESO																			
156870	06/17/2013	TR131685	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	65.00	\$100.00
SAINT JUAN MEDRANO																			
156871	06/17/2013	TR130245	0.00	0.00	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
RUDY ESTRADA LOZANO																			

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
156872	06/17/2013	LW130163	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	65.00	\$269.00
REGINALD LAVERN JACKSON																			
156873	06/17/2013	TR131517	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	187.00	0.00	\$187.00
DIANE MARTIN																			
156874	06/17/2013	JV130037	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
ESMERALDA CAMACHO																			
156875	06/17/2013	TR131684	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	95.10	\$300.00
SAINT JUAN MEDRANO																			
156876	06/17/2013	TR122960	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	193.00	25.00	\$218.00
JORGE FRANCISCO FLORES																			
156877	06/17/2013	TR120865	0.00	0.00	0.00	0.00	0.00	0.00	1.35	0.00	0.00	0.00	2.25	0.00	0.00	0.00	0.00	78.40	\$82.00
JORGE FRANCISCO FLORES																			
156878	06/17/2013	TR093125	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	205.00	\$405.00
BRYAN PAUL JENKINS																			
156879	06/17/2013	TR094306	0.00	0.00	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	205.00	\$705.00
BRYAN PAUL JENKINS																			
156880	06/17/2013	TR123348	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	180.10	\$265.00
AMANDA JEAN BURROW																			
156881	06/17/2013	TR124435	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	160.10	\$315.00
AMANDA JEAN BURROW																			
156882	06/17/2013	TR131581	0.00	0.00	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	125.00	\$625.00
AMANDA JEAN BURROW																			
156883	06/17/2013	TR121346	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	125.00	\$480.00
JESUS JAVIER GUILLEN																			
156884	06/17/2013	TR121392	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	199.90	155.10	\$363.00
JESUS JAVIER GUILLEN																			
156885	06/17/2013	TR121393	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	125.10	\$325.00
JESUS JAVIER GUILLEN																			
156886	06/17/2013	TR131545	0.00	0.00	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	0.00	\$65.00
JAMES CURTIS REDIC																			

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
156887	06/17/2013	TR121394	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	125.00	\$480.00
JESUS JAVIER GUILLEN																			
156888	06/17/2013	TR130813	0.00	0.00	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	125.00	\$625.00
JESUS JAVIER GUILLEN																			
156889	06/17/2013	TR121684	0.00	0.00	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
LEAH ROCHELLE CALDWELL																			
156890	06/17/2013	TR130136	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	874.00	0.00	\$874.00
NORMAN PATRICK FONSECA																			
156891	06/17/2013	TR130136	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(874.00)	0.00	(\$874.00)
NORMAN PATRICK FONSECA																			
156892	06/17/2013	TR130136	0.00	0.00	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
NORMAN PATRICK FONSECA																			
156893	06/17/2013	NT130070	0.00	0.00	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	25.00	\$124.00
KRISTY LYNN MADDUX																			
156894	06/17/2013	TW130016	0.00	0.00	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
CHANDA DEMETRIA JACKSON																			
156895	06/17/2013	TR131579	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	65.10	\$71.00
MARIO ALBERTO MOLINA-MENDEZ																			
156896	06/17/2013	TR131580	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	65.00	\$71.00
MARIO ALBERTO MOLINA-MENDEZ																			
156897	06/17/2013	TR131762	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	95.10	\$255.00
LAUREN R BARNEBEY																			
156898	06/17/2013	TR123749	0.00	0.00	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
JUSTIN DOUGLAS HENDERSON																			
156899	06/17/2013	TW120184	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.00	1.00	\$50.00
BOBBIE HANDSEL HOLCOMB																			
156900	06/17/2013	TR124386	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	186.00	0.00	\$186.00
RAYMOND OLGUIN																			
156901	06/17/2013	TR123282	0.00	0.00	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
MELISSA ANN VOTRUBA																			

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156902	06/17/2013	TR123414	0.00	0.00	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
MARGARITO REYES CALDERON																			
156903	06/17/2013	TR123711	0.00	0.00	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
TATRINA SASHAWN BAILEY																			
156904	06/17/2013	TR112660	0.00	0.00	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
FREDDIE AVELLANEDA																			
156905	06/17/2013	TR130716	0.00	0.00	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
LEOBARDO GALLEGOS CANDELARIO																			
156906	06/17/2013	TW130375	0.00	0.00	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
LEE THAO																			
156907	06/17/2013	TW130376	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34.00	\$34.00
LEE THAO																			
156908	06/17/2013	TW130376	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.00	\$31.00
LEE THAO																			
156909	06/17/2013	TW130378	0.00	0.00	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
JOHN KEITH THOMPSON																			
156910	06/17/2013	TW130379	0.00	0.00	0.00	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
JOHN KEITH THOMPSON																			
156911	06/17/2013	TR130323	0.00	0.00	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
LUIS FERNANDO LINARES																			
156912	06/17/2013	TR130694	0.00	0.00	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	0.00	\$131.00
PAMELA RIVERA																			
156913	06/17/2013	TW130357	0.00	0.00	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
JESSIE DON LOPEZ																			
156914	06/17/2013	TW130358	0.00	0.00	0.00	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
JESSIE DON LOPEZ																			
156915	06/17/2013	TW130318	0.00	0.00	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
AARON NAAM DUSATKO																			
156916	06/17/2013	TW130319	0.00	0.00	0.00	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
AARON NAAM DUSATKO																			

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156917	06/17/2013	TR123305	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	48.00	0.00	\$48.00
RYAN SHANE GNATOWSKI																			
156918	06/17/2013	TR123306	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	90.00	\$96.00
RYAN SHANE GNATOWSKI																			
156919	06/17/2013	TW130318	0.00	0.00	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
AARON NAAM DUSATKO																			
156920	06/17/2013	TR124145	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	175.00	0.00	\$175.00
CHRISTOPHER DAVID GIBSON																			
156921	06/17/2013	TR131220	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	403.00	0.00	\$403.00
THOMAS JAMES HARTNAGEL																			
156922	06/17/2013	JV120133	0.00	0.00	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
MICHAEL G STELL																			
156923	06/17/2013	TR122710	0.00	0.00	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
GREGORY D CONRAD																			
156924	06/17/2013	TR131615	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	100.10	\$113.00
NICHOLAS A WRIGHT																			
156925	06/18/2013	TR114256	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	274.00	50.00	\$324.00
RANDI JERE PARTEE																			
156926	06/18/2013	NT130159	0.00	0.00	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	70.00	\$570.00
DARRELL GUS RANDALL																			
156927	06/18/2013	TR131487	0.00	0.00	0.00	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
ALNITA MARIE FOOTE																			
156928	06/18/2013	TW120388	0.00	0.00	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
JOSE LAGUNA VELEZ																			
156929	06/18/2013	TR130977	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	196.90	0.00	\$196.90
NERARI CASTRO MORALES																			
156930	06/18/2013	TW120388	0.00	0.00	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)
JOSE LAGUNA VELEZ																			
156931	06/18/2013	TW120387	0.00	0.00	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	25.00	\$125.00
JOSE LAGUNA VELEZ																			

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
156932	06/18/2013	TR131232	0.00	0.00	0.00	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
JERI R PUTNAM																			
156933	06/18/2013	TR124311	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	263.00	0.00	\$263.00
CYNTHIA CACHERINE BRIONES																			
156934	06/18/2013	TR122116	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	133.00	50.00	\$183.00
DAVID LANCE PEDROZA																			
156935	06/18/2013	TR120445	0.00	0.00	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	50.00	\$149.00
DAVID LANCE PEDROZA																			
156936	06/18/2013	TR122116	0.00	0.00	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
DAVID LANCE PEDROZA																			
156937	06/18/2013	TR130726	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	90.00	\$96.00
APRIL LYNN LOPEZ																			
156938	06/18/2013	TR114256	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(274.00)	(50.00)	(\$324.00)
RANDI JERE PARTEE																			
156939	06/18/2013	TR114256	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	274.00	50.00	\$324.00
RANDI JERE PARTEE																			
156940	06/18/2013	TR130889	0.00	0.00	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	25.00	\$50.00
CHARLES FULTON CLIFTON																			
156941	06/18/2013	TR131291	0.00	0.00	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	25.00	\$50.00
BETH LOUISE PEREZ																			
156942	06/18/2013	TW130038	0.00	0.00	0.00	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
BRYAN CHARLES SCANLON																			
156943	06/18/2013	TR131085	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	63.00	25.00	\$88.00
JOSE ALBERTO CASTRO																			
156944	06/18/2013	TW120514	0.00	0.00	0.00	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
BILLY MARVIN MORRIS																			
156945	06/18/2013	TR074124	0.00	0.00	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
KENNETH NUNEZ																			
156946	06/18/2013	TW130171	0.00	0.00	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
LATOYA SHONTE CHILDS																			

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
156947	06/18/2013	NT130205	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	75.00	\$195.00
RAUL NUNEZ																			
156948	06/18/2013	TR131761	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	95.10	\$113.00
DEVEN GROVER																			
156949	06/18/2013	NT130186	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	220.00	0.00	\$220.00
BRENDA PALACIOS																			
156950	06/18/2013	TR131779	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	100.10	\$113.00
KUTHANAPILLIL VARKEY MANI																			
156951	06/18/2013	NT130207	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	75.00	\$96.00
TAYLOR SHEYANNE MAYNARD																			
156952	06/18/2013	TR131539	0.00	0.00	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
DESIREE MONIQUE ZACHARY																			
156953	06/20/2013	TR131621	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	95.10	\$180.00
LORETTA SANDIFER DOMEL																			
156954	06/20/2013	TR131638	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
DARYL TRAVIS NIXON																			
156955	06/18/2013	TR122116	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(133.00)	(50.00)	(\$183.00)
DAVID LANCE PEDROZA																			
156956	06/18/2013	TR120445	0.00	0.00	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)	(50.00)	(\$149.00)
DAVID LANCE PEDROZA																			
156957	06/20/2013	TR120445	0.00	0.00	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	50.00	\$149.00
DAVID LANCE PEDROZA																			
156958	06/20/2013	TR122116	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	133.00	50.00	\$183.00
DAVID LANCE PEDROZA																			
156959	06/20/2013	TR131813	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	95.10	\$113.00
ARTHUR JAMES CRAMER																			
156960	06/20/2013	TR120445	0.00	0.00	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)	(50.00)	(\$149.00)
DAVID LANCE PEDROZA																			
156961	06/18/2013	TR120445	0.00	0.00	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	50.00	\$149.00
DAVID LANCE PEDROZA																			

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	
156962	06/20/2013	TR122116		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(133.00)	(50.00)	(\$183.00)
DAVID LANCE PEDROZA																				
156963	06/18/2013	TR122116		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	133.00	50.00	\$183.00
DAVID LANCE PEDROZA																				
156964	06/20/2013	TR131131		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	1.00	95.10	\$104.10
JEREMY RICHARD FAVER																				
156965	06/20/2013	NT130138		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	125.00	\$145.00
LINDA SOSA																				
156966	06/20/2013	NT130124		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	70.00	\$91.00
YVONNE TOLEDO																				
156967	06/20/2013	TR131495		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	95.10	\$113.00
JUAN GABRIEL CONTRERAS																				
156968	06/20/2013	TR131495		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	42.00	0.00	\$42.00
JUAN GABRIEL CONTRERAS																				
156969	06/20/2013	TR131659		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	0.00	\$10.00
CHARLES TOBY ALLEN																				
156970	06/20/2013	TW130120		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	108.40	125.60	\$234.00
RICARDO MORENO																				
156971	06/20/2013	TR131688		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	95.10	\$104.00
HILARIA YSABEL MEDINA																				
156972	06/20/2013	TR120296		0.00	0.00	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	50.00	\$548.00
ALISA CAROLYN RICHARDSON																				
156973	06/20/2013	TR113326		0.00	0.00	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
SHERRIE RENEE DOWNING																				
156974	06/20/2013	TR130546		0.00	0.00	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
MELVIN DOUGLAS THOMAS																				
156975	06/20/2013	TW130298		0.00	0.00	0.00	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
BEVERLY RENEE ALLEN																				
156976	06/20/2013	TW120568		0.00	0.00	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
TERRY SETH EVANS																				

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
156977	06/20/2013	JV130039	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
DANIELLA DELGADO																			
156978	06/20/2013	TR072353	0.00	104.70	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	147.30	\$460.00
KELLY LYNN GEVA																			
156979	06/20/2013	TR084795	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26.00	120.00	\$146.00
NOY RENO DUDLEY																			
156980	06/20/2013	NT130158	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	210.00	25.00	\$235.00
WESTIN GERALD BRAUER																			
156981	06/20/2013	NT130126	0.00	0.00	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
GUADALUPE MEZA																			
156982	06/20/2013	TR130979	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	95.10	\$104.00
SAUL TABAREZ URIAS																			
156983	06/20/2013	NT130079	0.00	0.00	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	0.00	\$131.00
CHRISTOPHER REY GARZA																			
156984	06/20/2013	TR131200	0.00	0.00	0.00	0.00	0.00	0.00	1.50	0.00	0.00	0.00	2.50	0.00	0.00	0.00	0.00	48.00	\$52.00
GERALD THOMAS ANDERSON																			
156985	06/20/2013	TR131200	0.00	0.00	0.00	0.00	0.00	0.00	1.50	0.00	0.00	0.00	2.50	0.00	0.00	0.00	0.90	47.10	\$52.00
GERALD THOMAS ANDERSON																			
156986	06/21/2013	TR131661	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
STEPHANIE ELISE STRUSS-HASCALL																			
156987	06/21/2013	TR131660	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	95.10	\$105.00
STEPHANIE ELISE STRUSS-HASCALL																			
156988	06/21/2013	TR131631	0.00	0.00	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
MARK ANTHONY GARCIA																			
156989	06/21/2013	TR131694	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	95.10	\$105.00
MARGIE ANN GONZALEZ																			
156990	06/21/2013	TR131693	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	95.10	\$113.00
LINDA PETTY WRINKLE																			
156991	06/21/2013	TR130341	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	52.00	25.00	\$77.00
TIFFANY NENAI DA SALINAS																			

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
156992	06/21/2013	TR131713	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	95.10	\$255.00
JOHN DAVID RINN																			
156993	06/21/2013	TR122366	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51.00	25.00	\$76.00
ANNA MARIE TORRES																			
156994	06/21/2013	TR121827	0.00	39.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	116.00	29.40	\$184.50
NICHOLE JEAN HUSO																			
156995	06/21/2013	TR123638	0.00	0.00	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
PRISCILLA OLIVAREZ LUCIO																			
156996	06/21/2013	TR131447	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	1.00	95.10	\$104.10
TESSIE M LEYENDECKER																			
156997	06/21/2013	TR122497	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	105.00	90.00	\$200.00
CHRISTOPHER COREY HUFF																			
156998	06/21/2013	TR131628	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	1.00	100.10	\$104.10
ELIZABETH ANTOINETTE PITTMAN																			
156999	06/21/2013	TR131483	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	95.00	\$153.00
NICHOLAS DAVID THOMPSON																			
157000	06/21/2013	TW130378	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	174.80	0.00	\$174.80
JOHN KEITH THOMPSON																			
157001	06/21/2013	TR131286	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	201.00	120.10	\$329.10
JENNIFER SUE BOLLMAN																			
157002	06/21/2013	TR131758	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	65.10	\$265.00
HORACIO MATA																			
157003	06/21/2013	TR071612	0.00	0.00	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
HARRY A MORALES																			
157004	06/21/2013	TR131655	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	65.10	\$265.00
SAMUEL MARQUEZ-ALVAREZ																			
157005	06/21/2013	TR130259	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	65.10	\$265.00
LUIS FERNANDO-AGUILAR																			
157006	06/21/2013	TR130719	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	175.00	0.00	\$175.00
ANDREA FLORES SALCEDO																			

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
157007	06/21/2013	TR130504	0.00	0.00	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
SONNY DALE HILL																			
157008	06/21/2013	TR131059	0.00	0.00	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
LOTOYA MARIE KELLY																			
157009	06/21/2013	TR131714	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	9.90	95.10	\$113.00
MELANIE ANN KLOTZ																			
157010	06/21/2013	NT120079	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	472.00	0.00	\$472.00
ROSLYN DAWN CABALLERO																			
157011	06/21/2013	TR075004	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	36.00	136.00	\$180.00
JEREMY DANIEL GASAWAY																			
157012	06/21/2013	TR080552	0.00	0.00	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
JEREMY D GASAWAY																			
157013	06/21/2013	TR120865	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.82	0.00	0.00	0.00	0.00	28.68	\$30.00
JORGE FRANCISCO FLORES																			
157014	06/21/2013	TR120865	0.00	0.00	0.00	0.00	0.00	0.00	1.13	0.00	0.00	0.00	1.89	0.00	0.00	0.00	0.00	66.98	\$70.00
JORGE FRANCISCO FLORES																			
157015	06/21/2013	TR130295	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	155.00	90.00	\$250.00
KRYSTAL NICOLE JUAREZ																			
157016	06/21/2013	TR130571	0.00	0.00	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
ANGELICA CABELLO																			
157017	06/21/2013	NT120297	0.00	0.00	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	115.00	\$215.00
JASON BARRETT																			
157018	06/21/2013	NT120133	0.00	0.00	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
RAYLEEN LOMELI																			
157019	06/21/2013	LW130153	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	65.00	\$109.00
ROBERT S BENFIELD																			
157020	06/21/2013	NT110305	0.00	0.00	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	60.00	\$209.00
ALMA ROSA AGUILAR																			
157021	06/21/2013	TR120724	0.00	0.00	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
DOMINIQUE JACOBY KING																			

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
157022	06/24/2013	TR121154	0.00	0.00	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
ROSEMARY BESA HERNANDEZ																			
157023	06/24/2013	TW130451	0.00	0.00	0.00	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
WARREN KEITH PAYNES																			
157024	06/24/2013	TR073754	0.00	42.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26.20	31.44	\$100.00
JESSE JAMES SLUDER																			
157025	06/24/2013	TW130454	0.00	0.00	0.00	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
CARISSA MICHELLE RANEY																			
157026	06/24/2013	TR131087	0.00	0.00	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	25.00	\$165.00
OBED VAZQUEZ GOMEZ																			
157028	06/24/2013	TW130447	0.00	0.00	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
KOREY WHITMAN MANUEL																			
157029	06/24/2013	TW130448	0.00	0.00	0.00	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
KOREY WHITMAN MANUEL																			
157030	06/24/2013	TW130328	0.00	0.00	0.00	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
TRAVIS JACK GLOSSON																			
157031	06/24/2013	TR123245	0.00	0.00	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
CAREY JOHN BROWN																			
157032	06/24/2013	TW130415	0.00	0.00	0.00	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
NATHAN ABBOTT																			
157033	06/24/2013	JV130072	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	10.00	70.00	\$100.00
DANA BERWICK																			
157034	06/24/2013	TR131683	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	95.10	\$180.00
JAMES ANTHONY PHILIPPUS																			
157035	06/24/2013	TW130387	0.00	0.00	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
CHRISTOPHER M WILLIAMS																			
157036	06/24/2013	TW130388	0.00	0.00	0.00	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
CHRISTOPHER M WILLIAMS																			
157038	06/24/2013	NT130137	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	125.00	\$145.00
LINDSEY SOSA																			

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
157039	06/24/2013	PW130041	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	127.50	22.50	65.00	\$220.00
JIMMY LEE PRATT																			
157040	06/24/2013	TR123248	0.00	0.00	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
GERZON D MACEDO-JIMENEZ																			
157041	06/24/2013	TR131847	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	95.10	\$155.00
MARIA G ARELLANO-GARCIA																			
157042	06/24/2013	TR131848	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	65.10	\$265.00
MARIA G ARELLANO-GARCIA																			
157043	06/24/2013	TR130849	0.00	0.00	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
ARETHA THOMAS LYONS																			
157044	06/24/2013	TW130387	0.00	0.00	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	36.00	\$285.00
CHRISTOPHER M WILLIAMS																			
157045	06/24/2013	TR131688	0.00	0.00	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
HILARIA YSABEL MEDINA																			
157046	06/24/2013	TR130527	0.00	0.00	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	140.00	\$141.00
CATALINA SANCHEZ-PINA																			
157047	06/24/2013	TR040907	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	180.00	0.00	\$180.00
SAMUEL GACHOU RIVERA																			
157048	06/24/2013	TR130889	0.00	0.00	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
CHARLES FULTON CLIFTON																			
157049	06/24/2013	TW130496	0.00	0.00	0.00	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
SAMUEL MATTHEW BERGARA																			
157050	06/24/2013	TW130478	0.00	0.00	0.00	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
JASON LEE KLOTZ																			
157051	06/24/2013	TR123839	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	166.00	0.00	\$166.00
ERIC VALENTINE																			
157052	06/24/2013	TW130333	0.00	0.00	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
TIMOTHY CHRISTIAN MEADOWS																			
157053	06/24/2013	TR122772	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	145.00	0.00	\$145.00
CHRISTOPHER PAUL ELLIOTT																			

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
157054	06/24/2013	TW130505	0.00	0.00	0.00	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
RACHEL D ESCOBEDO																			
157055	06/24/2013	TR084309	0.00	0.00	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	120.00	\$121.00
JOHN PAUL RIVERA																			
157056	06/24/2013	TW130493	0.00	0.00	0.00	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
MEGAN ASHLY HALPHEN																			
157057	06/24/2013	TW130484	0.00	0.00	0.00	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	\$25.00
CHRISTINA LYNN SHEFF																			
157058	06/24/2013	TW130484	0.00	0.00	0.00	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	\$40.00
CHRISTINA LYNN SHEFF																			
157059	06/24/2013	TW130288	0.00	0.00	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	171.80	\$421.80
DAVID LEE NEJTEK																			
157060	06/24/2013	TW130289	0.00	0.00	0.00	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
DAVID LEE NEJTEK																			
157061	06/24/2013	TW130289	0.00	0.00	0.00	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
DAVID LEE NEJTEK																			
157062	06/24/2013	TR123399	0.00	0.00	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
SUSIE GOMEZ ANDRADE																			
157063	06/24/2013	TW130480	0.00	0.00	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	165.60	\$415.60
BECKY CULVER LITTLE																			
157064	06/24/2013	TW130481	0.00	0.00	0.00	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
BECKY CULVER LITTLE																			
157065	06/24/2013	TW130481	0.00	0.00	0.00	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
BECKY CULVER LITTLE																			
157066	06/24/2013	NT130195	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	5.00	75.00	\$100.00
DIANA GONZALEZ-LOPEZ																			
157067	06/24/2013	NT130195	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	295.00	0.00	\$295.00
DIANA GONZALEZ-LOPEZ																			
157068	06/24/2013	TR131867	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	95.00	\$153.00
TRAVIS TIMOTHY AUSTAD																			

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
157069	06/24/2013	TR131238	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	65.10	\$115.00
JUAN JR CEPEDA																			
157070	06/24/2013	TW130400	0.00	0.00	0.00	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
JOHNNY HARRELL																			
157071	06/24/2013	TR120865	0.00	0.00	0.00	0.00	0.00	0.00	0.02	0.00	0.00	0.00	0.04	0.00	0.00	0.00	96.90	1.04	\$98.00
JORGE FRANCISCO FLORES																			
157072	06/24/2013	TR120865	0.00	0.00	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
JORGE FRANCISCO FLORES																			
157073	06/24/2013	TR124143	0.00	0.00	0.00	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	\$150.00
JORGE FRANCISCO FLORES																			
157074	06/24/2013	TR113683	0.00	0.00	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
GARLAND A GATEWOOD																			
157075	06/24/2013	TR131712	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	95.10	\$113.00
BENITO CRUZ																			
157076	06/24/2013	TR131239	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	95.10	\$255.00
JUAN JR CEPEDA																			
157077	06/25/2013	TR130681	0.00	0.00	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
JESSICA LEE AZUA																			
157078	06/25/2013	TR130817	0.00	0.00	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	0.00	\$131.00
ELOY MARTINEZ																			
157079	06/25/2013	TR130550	0.00	0.00	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
STACEY LEE HUSEBY																			
157080	06/25/2013	TR131846	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	95.10	\$200.00
ALFREDO RODRIGUEZ																			
157081	06/25/2013	TR131845	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	65.10	\$265.00
ALFREDO RODRIGUEZ																			
157082	06/25/2013	TR131701	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	65.00	\$420.00
ALFREDO VEGA-RODRIGUEZ																			
157083	06/25/2013	TW130330	0.00	0.00	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
TYERICA CHANTAY MCGREW																			

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
157084	06/25/2013	TW120340	0.00	0.00	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	175.60	\$425.60
SHARLA NOEL MAREK																			
157085	06/25/2013	TR131367	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	65.00	\$71.00
NATALIA CARRIZALES																			
157086	06/25/2013	TR131689	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	95.00	\$135.00
ANNDRANEKEYA KOMBREA MILLER																			
157087	06/25/2013	TR131291	0.00	0.00	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
BETH LOUISE PEREZ																			
157088	06/25/2013	TR131370	0.00	0.00	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
MAGDALENE OCHOA MARTINEZ																			
157089	06/25/2013	TW130216	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45.90	\$45.90
SADIE ELIZA MCKESSON																			
157090	06/25/2013	JV130075	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	75.00	\$80.00
MICHAEL E HAWLEY																			
157091	06/25/2013	NT120359	0.00	0.00	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	25.00	\$85.00
AUGUSTIN MEDINA																			
157092	06/25/2013	JV130074	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	65.00	\$70.00
JOHNATHAN PARKER TADLOCK																			
157093	06/25/2013	JV130073	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80.00	\$80.00
HERNAN I JUAREZ																			
157094	06/25/2013	TW130198	0.00	0.00	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	70.00	\$71.00
JAMES COY MELANCON																			
157095	06/25/2013	TR020175	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	38.00	115.00	\$175.00
ALVIN PATRICK JOHNSON																			
157096	06/25/2013	TR020176	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	175.00	115.00	\$312.00
ALVIN PATRICK JOHNSON																			
157097	06/25/2013	TR030386	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
ALVIN P JOHNSON																			
157098	06/25/2013	TR111799	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	24.90	155.25	\$183.15
GILLERMINA MARTINEZ MEDRANO																			

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
157099	06/25/2013	TR121929	0.00	0.00	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	125.00	\$625.00
GILLERMINA MARTINEZ MEDRANO																			
157100	06/25/2013	TR131686	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	65.00	\$105.00
GAVIN BRENT PELLO																			
157101	06/25/2013	TR120919	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
JOHNATHAN DAVID RICE																			
157102	06/24/2013	NT130195	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(295.00)	0.00	(\$295.00)
DIANA GONZALEZ-LOPEZ																			
157103	06/27/2013	TR131738	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	100.00	95.00	\$203.00
ROBYN CAROL SMITH																			
157104	06/27/2013	TR131714	0.00	0.00	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
MELANIE ANN KLOTZ																			
157105	06/27/2013	TR131535	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	95.10	\$180.00
FRANCISCO GARCIA-HERNANDEZ																			
157106	06/27/2013	TR131536	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	65.10	\$265.00
FRANCISCO GARCIA-HERNANDEZ																			
157107	06/27/2013	TR131725	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	129.90	65.10	\$200.00
CLAUDIA RAMIREZ-CASTANEDA																			
157108	06/27/2013	TR131725	0.00	0.00	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	0.00	\$65.00
CLAUDIA RAMIREZ-CASTANEDA																			
157109	06/27/2013	TR131469	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	101.00	125.00	\$226.00
CHRISTOPHER REED BROWN																			
157110	06/27/2013	LW120164	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	155.00	\$213.00
FRANCISCO J CASTILLO																			
157111	06/27/2013	LW120164	0.00	0.00	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
FRANCISCO J CASTILLO																			
157112	06/27/2013	NT130065	0.00	0.00	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
TRISTON CHAVEZ																			
157113	06/27/2013	TR124130	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	78.00	0.00	\$78.00
MARIACORINA A AGUIRRE																			

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
157114	06/27/2013	TR130695	0.00	0.00	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
PAMELA RIVERA																			
157115	06/27/2013	TW130477	0.00	0.00	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
JASON LEE KLOTZ																			
157116	06/27/2013	TW130327	0.00	0.00	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
TRAVIS JACK GLOSSON																			
157117	06/27/2013	TR130506	0.00	0.00	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
JONNA NICHOLE DALY																			
157118	06/27/2013	NT130198	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
GABRIEL VENCES																			
157119	06/27/2013	TR131674	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	65.00	\$420.00
GABRIEL VENCES																			
157120	06/27/2013	TR131675	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	65.00	\$270.00
GABRIEL VENCES																			
157121	06/27/2013	TR131676	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
GABRIEL VENCES																			
157122	06/27/2013	TR131768	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	95.10	\$113.00
ARCHER PAUL SCHERER																			
157123	06/27/2013	LW130091	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	800.00	65.00	\$870.00
CARDELL CLAY																			
157124	06/27/2013	NT120331	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	105.00	75.00	\$200.00
JESSICA VOIGT																			
157125	06/27/2013	TW120109	0.00	0.00	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	235.60	\$485.60
VICTORIA N MONSIVAIS																			
157126	06/27/2013	TW130465	0.00	0.00	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
ANGELINA M KINARD																			
157127	06/27/2013	TW130466	0.00	0.00	0.00	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
ANGELINA M KINARD																			
157128	06/27/2013	TR130719	0.00	0.00	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	25.00	\$175.00
ANDREA FLORES SALCEDO																			

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
157129	06/27/2013	TR131936	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	95.10	\$113.00
MELVIN EUGENE RISENHOOVER																			
157130	06/27/2013	NT120287	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	10.00	\$310.00
MARTIN HERNANDEZ																			
157131	06/27/2013	TR131877	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	95.00	\$135.00
NATHANIEL BOYD SMITH																			
157132	06/27/2013	TR131396	0.00	0.00	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
ALANNA LOUIS WALTERS																			
157133	06/27/2013	NT130188	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80.00	0.00	\$80.00
DESIRAE ELANE MUNGUIA																			
157134	06/27/2013	TR131741	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	95.10	\$145.00
SIDNEY RICE SMITH																			
157135	06/27/2013	TR121155	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.00	0.00	\$30.00
DEBORAH REED PAUDA																			
157136	06/27/2013	NT120166	0.00	0.00	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
JAMES CODY WILLIAMS																			
157137	06/27/2013	TR130495	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	208.00	0.00	\$208.00
ALBERT BRIAN SULAK																			
157138	06/27/2013	LW010834	0.59	0.00	4.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.47	0.00	0.00	118.53	\$125.00
ANDREW TOBAR																			
157139	06/27/2013	TR131872	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	65.10	\$265.00
JOSE L MARTINEZ																			
157140	06/27/2013	TR124387	0.00	0.00	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
IRMA LYDIA LOPEZ																			
157141	06/27/2013	LW130014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	385.00	115.00	\$500.00
OBED GONATAN GONZALEZ																			
157142	06/27/2013	LW130014	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	115.00	0.00	\$115.00
OBED GONATAN GONZALEZ																			
157143	06/27/2013	NT120310	0.00	0.00	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	5.00	\$205.00
RENEE VASQUEZ																			

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
157144	06/27/2013	JV120115	0.00	0.00	0.00	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
SAMANTHA D QUINTANILLA																			
157145	06/27/2013	TR131833	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	95.10	\$180.00
CARL ANTHONY JAMES																			
157146	06/27/2013	NT130071	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	145.00	0.00	\$145.00
CRISTI MARIE WOOLRIDGE																			
157147	06/27/2013	TR131752	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	95.10	\$603.00
JERRY DON WALLACE																			
157148	06/27/2013	TR131750	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	95.00	\$135.00
JERRY DON WALLACE																			
157149	06/27/2013	TR131749	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	65.00	\$71.00
JERRY DON WALLACE																			
157150	06/27/2013	TR121000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	110.00	0.00	\$110.00
MARSHALL MARIN BOTELLO																			
157151	06/27/2013	TR131749	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	34.00	0.00	\$34.00
JERRY DON WALLACE																			
157152	06/27/2013	TR121330	0.00	0.00	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
KARLA GONZALEZ CARDONA																			
157153	06/27/2013	TR131088	0.00	0.00	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
ESMERALDA G GONZALEZ																			
157154	06/27/2013	TR093323	0.00	45.00	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	110.00	\$195.00
ORLANDO YSASSI																			
157155	06/27/2013	TR130991	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	120.10	\$180.00
JORGE ARMANDO FRANCO																			
157156	06/27/2013	TR130866	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	155.00	25.00	\$180.00
WHITNEY LEA LOEVE																			
157157	06/27/2013	TR131857	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	95.10	\$113.00
RICARDO H NIGAGLIONI																			
157158	06/27/2013	TR131706	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	95.10	\$155.00
JESUS CAZARES CASTILLO																			

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
157159	06/27/2013	TR122621	0.00	0.00	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
JUNIOR MOISES HERNANDEZ																			
157160	06/27/2013	TR130837	0.00	0.00	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
JACQUI HARDY MARQUI																			
157161	06/27/2013	TR131960	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	95.10	\$113.00
LUIS FERNANDO GONZALEZ																			
157162	06/28/2013	TR131740	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	100.90	95.10	\$204.00
PAMELA RAE HARMON																			
157163	06/28/2013	TR124345	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	74.00	0.00	\$74.00
YANCY P GUTIERREZ																			
157164	06/28/2013	TW130387	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.80	\$65.80
CHRISTOPHER M WILLIAMS																			
157165	06/28/2013	TR131545	0.00	0.00	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	0.00	\$65.00
JAMES CURTIS REDIC																			
157166	06/28/2013	TR131975	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	95.00	\$153.00
JOSEPH M STACHOWSKI																			
157167	06/28/2013	TR121665	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	155.00	\$213.00
ANDREW JAMES DAVIS																			
157168	06/28/2013	TR121666	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	155.10	\$663.00
ANDREW JAMES DAVIS																			
157169	06/28/2013	TR130435	0.00	0.00	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	125.00	\$625.00
ANDREW JAMES DAVIS																			
157170	06/28/2013	NT130040	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	500.00	135.00	\$640.00
GABRIEL A MELANT																			
157171	06/28/2013	NT130148	0.00	0.00	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	125.00	\$625.00
GABRIEL A MELANT																			
157172	06/28/2013	TR131792	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	65.00	\$100.00
EDY ALEJANDRO CASTILLO																			
157173	06/28/2013	TR131579	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	97.00	0.00	\$97.00
MARIO ALBERTO MOLINA-MENDEZ																			

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
157174	06/28/2013	TR131254	0.00	0.00	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
JORGE GAYOSSO OLIVARES																			
157175	06/28/2013	TR131991	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	95.00	\$153.00
MARTIN DALE VOTRUBA																			
157176	06/28/2013	TW130231	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.00	\$21.00
DETRA DESHONNE HUNTER																			
157177	06/28/2013	NT130027	0.00	0.00	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
WILEY DOUGLAS MITCHELL																			
157178	06/28/2013	TR124040	0.00	0.00	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	0.00	\$173.00
REAGON BRIONNE SHOAF																			
157179	06/28/2013	TW130231	0.00	0.00	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	49.00	\$50.00
DETRA DESHONNE HUNTER																			
157180	06/28/2013	TW130504	0.00	0.00	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
RACHEL D ESCOBEDO																			
157181	06/28/2013	TR131964	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	95.10	\$113.00
KEITH ALLEN FRANK																			
157182	06/28/2013	TR131925	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	95.00	\$135.00
MARY BRUCE CAVETT																			
157183	06/28/2013	JV120082	0.00	0.00	0.00	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
NATHANIEL L. ALDERETE																			
157184	06/28/2013	TW130264	0.00	0.00	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	25.00	\$150.00
LEONARD DALE COLEMAN																			
157185	06/28/2013	TR131099	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	125.00	\$328.00
LOUIE MARCELLIOUS DRIVER																			
157186	06/28/2013	TW130265	0.00	0.00	0.00	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
LEONARD DALE COLEMAN																			
157187	06/28/2013	TR130291	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80.00	0.00	\$80.00
ARNETA JIZEL BYRD																			
157188	06/28/2013	TR131785	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	95.10	\$180.00
GISELE CYNTHELIA HOUSSEL																			

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
157189	06/28/2013	LW130171	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	150.00	65.00	\$220.00
LARRY JERRELL AUGURSON																			
157190	06/28/2013	TR131982	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	95.10	\$113.00
IRFAN NAZARALI BADARPURA																			
157191	06/28/2013	TR131722	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	95.10	\$113.00
YOLANDA MARIA ONTIVEROS																			
157192	06/28/2013	TR131767	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	95.10	\$113.00
PATRICK KERN EDE																			
157193	06/28/2013	TR131709	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	65.10	\$265.00
DAVID LEE COLLINS																			
157194	06/28/2013	TW120327	0.00	0.00	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	245.90	\$495.90
TRAVIS JOHN WHITBY																			
157195	06/28/2013	TR131969	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	95.10	\$113.00
JEANNE MARIE COOPER																			
157196	06/28/2013	TR131994	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	95.10	\$113.00
NICOLE MICHELLE ROEGLIN																			
157197	06/28/2013	TR131631	0.00	0.00	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
MARK ANTHONY GARCIA																			
157198	06/28/2013	NT120287	0.00	0.00	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
MARTIN HERNANDEZ																			
157199	06/28/2013	TR131705	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	95.10	\$255.00
RIGOBERTO NINO-OVIEDO																			
157200	06/28/2013	JV130070	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80.00	\$80.00
DAVID LOPEZ																			
157201	06/28/2013	TR131734	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	95.10	\$113.00
JACKIE LEE HUFF																			
157202	06/28/2013	TR113145	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	75.90	0.00	\$75.90
SCOTT MICHAEL HALL																			
157203	06/28/2013	TR124143	0.00	0.00	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
JORGE FRANCISCO FLORES																			

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

Payment Register: OLDREP
Williamson County Justice of the Peace, Pct. 4
By Date 06/01/2013-06/28/2013

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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
157204	06/28/2013	TR124143	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	0.00	\$300.00
JORGE FRANCISCO FLORES																			
157205	06/28/2013	TR124143	0.00	0.00	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
JORGE FRANCISCO FLORES																			
157206	06/28/2013	TW130453	0.00	0.00	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
CARISSA MICHELLE RANEY																			
157207	06/28/2013	TR131760	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	95.10	\$155.00
ARTHUR WILLIAM DINGEE																			
																		0.00	\$0.00
CUMULATIVE TOTALS :			6.59	491.00	49.41	0.00	0.00	0.00	399.06	400.00	306.90	130.00	655.20	10.00	301.47	212.50	58,752.3	36,523.9	\$98,238.45

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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 06/01/2013-06/28/2013

Date Printed: 6/28/2013
Time Printed: 6:24:06PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	140	655.20	615.20	211.14	0.00	118.20	0.00	285.86	40.00	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	62	301.47	276.47	60.00	0.00	91.47	0.00	125.00	25.00	0.00	0.00	0399-0000-208400
AFPPWA	PARKS & WILDLIFE ARREST	2	10.00	10.00	5.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0399-0000-208400
CS	CHILD SAFETY	21	400.00	400.00	180.00	0.00	20.00	0.00	200.00	0.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	4	49.41	4.41	0.00	0.00	4.41	0.00	0.00	45.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	13	130.00	130.00	50.00	0.00	50.00	0.00	30.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	7	491.00	491.00	0.00	0.00	170.34	0.00	320.66	0.00	0.00	0.00	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	31	306.90	306.90	69.30	0.00	148.50	0.00	89.10	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	576	58,652.37	49,705.97	15,014.20	0.00	9,526.40	0.00	25,165.37	8,946.40	0.00	0.00	0100-0000-351304
FINEOMRE	FINE OMR Entity With out licen	1	100.00	100.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	01-0399-0000-20862
JCPT	JUDICIAL COURT PERSONNE	4	6.59	0.59	0.00	0.00	0.59	0.00	0.00	6.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	2	212.50	212.50	85.00	0.00	0.00	0.00	127.50	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	143	399.06	381.06	105.68	0.00	97.92	0.00	177.46	18.00	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
ABSTRACT	ABSTRACT OF JUDGMEN	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
AFC3.	CONTABLE ARREST FEE	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341913
AFC4.	CONTABLE ARREST FEE	15	64.90	54.90	15.00	0.00	5.00	0.00	34.90	10.00	0.00	0.00	0100-0000-341914
AFTPD	TAYLOR POLICE DEPART	2	10.00	10.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
BOND	CASH BOND	2	400.00	400.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
C1W.	CONSTABLE 1 WARRANT	9	250.00	250.00	100.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	3	150.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0100-0000-341913
C4W.	CONSTABLE 4 WARRANT	39	1,701.30	1,601.30	500.00	0.00	402.34	0.00	698.96	100.00	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT	331	12,354.70	11,543.70	4,005.34	0.00	1,978.75	0.00	5,559.61	811.00	0.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	331	932.29	866.29	300.38	0.00	148.90	0.00	417.01	66.00	0.00	0.00	0360-0000-341150
CHS2A	COURTHOUSE SECURITY	327	307.47	288.47	100.13	0.00	49.34	0.00	139.00	19.00	0.00	0.00	0361-0000-341154
CMI	CORRECTIONAL MANAG	4	1.65	0.15	0.00	0.00	0.15	0.00	0.00	1.50	0.00	0.00	0399-0000-208730
COM	COMMITMENT	39	180.00	65.00	29.14	0.00	15.00	0.00	20.86	115.00	0.00	0.00	0100-0000-341804
CSF	CHILD SAFETY FUND	1	25.00	25.00	0.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	0365-0000-341161
CSS	SAFETY SEAT SYSTEMS I	1	0.15	0.00	0.00	0.00	0.00	0.00	0.00	0.15	0.00	0.00	0399-0000-208721
CWF	WILLIAMSON COUNTY W	42	1,523.70	823.70	291.88	0.00	401.20	0.00	130.62	700.00	0.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIO	4	16.47	1.47	0.00	0.00	1.47	0.00	0.00	15.00	0.00	0.00	0399-0000-208170
GWF	GRANGER POLICE DEPA	1	50.00	50.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
HWF	HUTTO POLICE DEPART	1	0.13	0.13	0.00	0.00	0.00	0.00	0.13	0.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	322	606.46	568.46	196.25	0.00	96.68	0.00	275.53	38.00	0.00	0.00	0399-0000-208703
JCD	JUVENILE CRIME & DELI	4	1.65	0.15	0.00	0.00	0.15	0.00	0.00	1.50	0.00	0.00	0399-0000-208180
JCM	JUVENILE CASE MANAGI	296	1,422.50	1,342.50	471.50	0.00	228.05	0.00	642.95	80.00	0.00	0.00	0103690000370000
JCTF	JUSTICE COURT TECHNO	331	1,243.06	1,155.06	400.51	0.00	198.54	0.00	556.01	88.00	0.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	327	1,229.88	1,153.88	400.51	0.00	197.36	0.00	556.01	76.00	0.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	327	1,836.34	1,722.34	596.76	0.00	294.04	0.00	831.54	114.00	0.00	0.00	0399-0000-208352
JURY FEE	JURY TRIAL FEE	2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
MV	STATE CIVIL JUSTICE DA	129	12.40	11.80	3.23	0.00	2.95	0.00	5.62	0.60	0.00	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	1	87.65	87.65	0.00	0.00	87.65	0.00	0.00	0.00	0.00	0.00	0399-0000-208850
OVER	OVER PAYMENT OF FINE	2	20.30	20.30	0.00	0.00	20.30	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
REL	RELEASE	39	180.00	65.00	29.14	0.00	15.00	0.00	20.86	115.00	0.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	3	150.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	15	3,300.00	3,300.00	950.00	0.00	750.00	0.00	1,600.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	143	3,990.60	3,810.60	1,056.82	0.00	979.20	0.00	1,774.58	180.00	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	1	5.00	5.00	0.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	60	279.00	264.00	125.00	0.00	8.50	0.00	130.50	15.00	0.00	0.00	0100-0000-341914
THWF	THRALL POLICE DEPART	1	50.00	50.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
TP	TIME PAYMENT	79	1,721.65	1,571.65	520.69	0.00	275.60	0.00	775.36	150.00	0.00	0.00	0399-0000-208860
TWF	TAYLOR POLICE DEPART	2	100.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0100-0000-341804
TWFIN	TOLLWAY FINE	100	2,309.70	2,309.70	711.30	0.00	6.90	0.00	1,591.50	0.00	0.00	0.00	0100-0000-207027

TOTALS SUMMARY		4345	98,468.45	86,292.30	26,993.90	0.00	16,495.90	0.00	42,802.50	\$12,176.15	0.00	0.00	
Direct Deposit		\$0.00											
Cash		\$26,993.90					CSR Credit		\$0.00				
Checks		\$0.00					Jail Credit		\$12,176.15		Post for Refund \$0.00		
Money Orders		\$16,495.90					Non-Monetary		\$0.00		Over Payments \$0.00		
Credit Cards :		\$42,802.50											
		Escrow Payments		\$0.00		Transaction Fee		\$0.00					
TOTAL CURRENCY		\$86,292.30		ESCROW PAID		\$0.00		TRAN. FEES		\$0.00		TOTAL \$12,176.15	
												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
By Date 06/01/2013-06/28/2013

Date Printed: 6/28/2013
Time Printed: 6:24:06PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	TOTALS
01-0100-0000-207008		400.00	0.00	0.00	0.00	400.00
0100-0000-209600		85.00	127.50	0.00	0.00	212.50
0100-0000-209700		20.30	0.00	0.00	0.00	20.30
0100-0000-341804		3,542.10	2,659.89	1,238.00	0.00	7,439.99
0100-0000-341911		100.00	150.00	0.00	0.00	250.00
0100-0000-341913		0.00	5.00	150.00	0.00	155.00
0100-0000-341914		1,060.84	864.36	125.00	0.00	2,050.20
0100-0000-351304		24,540.60	25,165.37	8,946.40	0.00	58,652.37
0360-0000-341150		449.28	417.01	66.00	0.00	932.29
0361-0000-341154		149.47	139.00	19.00	0.00	307.47
0365-0000-341161		0.00	25.00	0.00	0.00	25.00
0372-0000-341144		599.05	556.01	88.00	0.00	1,243.06
0399-0000-208160		5,984.09	5,559.61	811.00	0.00	12,354.70
0399-0000-208170		1.47	0.00	15.00	0.00	16.47
0399-0000-208180		0.15	0.00	1.50	0.00	1.65
0399-0000-208235		597.87	556.01	76.00	0.00	1,229.88
0399-0000-208300		4.41	0.00	45.00	0.00	49.41
0399-0000-208352		890.80	831.54	114.00	0.00	1,836.34
0399-0000-208400		156.47	130.00	25.00	0.00	311.47
0399-0000-208425		2,036.02	1,774.58	180.00	0.00	3,990.60
0399-0000-208500		0.59	0.00	6.00	0.00	6.59
0399-0000-208730		0.15	0.00	1.50	0.00	1.65
0399-0000-208850		87.65	0.00	0.00	0.00	87.65
0399-0000-208860		796.29	775.36	150.00	0.00	1,721.65
0399-0000-208703		292.93	275.53	38.00	0.00	606.46
0399-0000-208721		0.00	0.00	0.15	0.00	0.15
0399-0000-208415		6.18	5.62	0.60	0.00	12.40
0100-0000-207027		718.20	1,591.50	0.00	0.00	2,309.70
01.0100.0000.207017	DLQ FEE	170.34	320.66	0.00	0.00	491.00
0103690000370000	JUVENILE CASE MANAGER FUND	699.55	642.95	80.00	0.00	1,422.50
01-0399-0000-208620	01-0399-0000-208620	100.00	0.00	0.00	0.00	100.00
0100-0454-004002	JUROR PAYMENT	0.00	230.00	0.00	0.00	230.00
TOTALS :		43,489.80	42,802.50	12,176.15	0.00	98,468.45

Commissioners Court - Regular Session

17.

Meeting Date: 07/16/2013

ESOC Donation 07-16-2013

Submitted For: David Dukes

Submitted By:

Lisa Moore, County Auditor

Department: County Auditor

Agenda Consent

Category:

Information

Agenda Item

Discuss and consider accepting a donation from Scientel Wireless, LLC in the amount of \$10,000.00 for the purchase of exercise equipment and related materials for the new Emergency Services Operations Center.

Background

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lisa Moore

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:37 PM

Started On: 07/09/2013 12:57 PM

Meeting Date: 07/16/2013

Deed without Warranty

Submitted For: Craig Morgan

Submitted By:

Hal Hawes, County
Judge

Department: County Judge

Agenda Consent

Category:

Information

Agenda Item

Discuss and take appropriate action on approving the execution of a Deed without Warranty from Williamson County, Texas to Martin Benavides pertaining to 1.02 acres, more or less, being Lots 1, 2, 7 and 8, Block 61, ARB Bartlett, City of Bartlett, Williamson County, Texas pursuant to Section 34.05 (a) and (h) of the Texas Property Tax Code.

Background

This is a property that is being held in trust by Williamson County for the use and benefit of itself and other taxing entities that the property is subject to. The consideration paid by the grantee is equal to the total amount of the judgment against the subject property and this conveyance is being made pursuant to Section 34.05(a) and (h) of the Texas Property Tax Code.

Section 34.05 (h) In lieu of a sale pursuant to Subsections (c) and (d) of this section, the taxing unit that purchased the property may sell the property at a private sale. Consent of each taxing unit entitled to receive proceeds of the sale under the judgment is not required. Property sold under this subsection may not be sold for an amount that is less than the lesser of: (1) the market value specified in the judgment of foreclosure; or (2) the total amount of the judgments against the property.

Attachments

Deed to Benavides

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 07/02/2013

Reviewed By

Wendy Coco

Date

07/02/2013 03:18 PM

Started On: 07/01/2013 04:08 PM

DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

§

THAT The County of Williamson, Texas, TRUSTEE, acting by and through the County Judge of the Williamson County Commissioners Court, Grantor, for and in consideration of the sum of EIGHT THOUSAND AND 00/100S (\$8,000.00), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to **Martin Benavides**, whose address is P.O. Box 252, Bartlett, Texas 76511, the following described Property, to wit:

1.02 Acres, more or less, being Lots 1, 2, 7 and 8, Block 61, ARB Bartlett, City of Bartlett, Williamson County, Texas being that property more particularly described in Document 2011058622 of the Official Public Records, Williamson County, Texas (Tax Account #000000036688)

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions, conditions and limitations stated below, to Grantee **Martin Benavides**, his successors and assigns forever, without warranty of any kind.

The Grantor and all the taxing units involved in this conveyance exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor. This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.

Grantor(s) have not made, and do not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the Property, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the Property. This Property is sold "as is" with all faults.

The consideration paid by the grantee(s) being equal to the total amount of the judgments against the property, this conveyance is made pursuant to Section 34.05 (a) and (h) of the Texas Property Tax Code.

IN TESTIMONY WHEREOF the County of Williamson, Texas, Trustee, joined herein by Donohoe Creek Water Shed, the City of Bartlett and Bartlett Independent School District, have caused these presents to be executed on this the ____ day of _____, 2013.

Commissioners Court of Williamson County, Texas

By

County Judge

THE STATE OF TEXAS

§

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COUNTY OF WILLIAMSON

§

BEFORE ME, the undersigned authority, on this day personally appeared Dan A. Gattis, Williamson County Texas, Judge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2013.

Notary Public, State of Texas

My commission expires _____

After recording, return to:
Martin Benavides
P.O. Box 252
Bartlett, Texas 76511

Meeting Date: 07/16/2013

Deed w/o Warranty

Submitted For: Craig Morgan

Submitted By:

Hal Hawes, County
Judge

Department: County Judge

Agenda Consent

Category:

Information

Agenda Item

Discuss and take appropriate action on approving the execution of a Deed without Warranty from Williamson County, Texas to Ray Mitchell pertaining to the West 54' of Lots 1 and 2, Block 10, City of Bartlett, Williamson County, Texas pursuant to Section 34.05 (a) and (h) of the Texas Property Tax Code.

Background

This is a property that is being held in trust by Williamson County for the use and benefit of itself and other taxing entities that the property is subject to. The consideration paid by the grantee is equal to the total amount of the judgment against the subject property and this conveyance is being made pursuant to Section 34.05(a) and (h) of the Texas Property Tax Code.

Section 34.05 (h) In lieu of a sale pursuant to Subsections (c) and (d) of this section, the taxing unit that purchased the property may sell the property at a private sale. Consent of each taxing unit entitled to receive proceeds of the sale under the judgment is not required. Property sold under this subsection may not be sold for an amount that is less than the lesser of: (1) the market value specified in the judgment of foreclosure; or (2) the total amount of the judgments against the property.

Attachments

Deed to Mitchell

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 07/02/2013

Reviewed By

Wendy Coco

Date

07/02/2013 03:18 PM

Started On: 07/01/2013 04:19 PM

DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

§

THAT The County of Williamson, Texas, TRUSTEE, acting by and through the County Judge of the Williamson County Commissioners Court, Grantor, for and in consideration of the sum of TWO THOUSAND AND 00/100S (\$2,000.00), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to **Ray Mitchell**, whose address is P.O. Box 789, Bartlett, Texas 76511-4204, the following described Property, to wit:

The West 54' of Lots 1 and 2, Block 10, City of Bartlett, Williamson County, Texas being that property more particularly described in Document 2011058623 of the Official Public Records, Williamson County, Texas (Tax Account #R007536)

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions, conditions and limitations stated below, to Grantee **Ray Mitchell**, his successors and assigns forever, without warranty of any kind.

The Grantor and all the taxing units involved in this conveyance exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor. This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.

Grantor(s) have not made, and do not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the Property, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the Property. This Property is sold "as is" with all faults.

The consideration paid by the grantee(s) being equal to the total amount of the judgments against the property, this conveyance is made pursuant to Section 34.05 (a) and (h) of the Texas Property Tax Code.

IN TESTIMONY WHEREOF the County of Williamson, Texas, Trustee, joined herein by Donohoe Creek Water Shed, the City of Bartlett and Bartlett Independent School District, have caused these presents to be executed on this the ____ day of _____, 2013.

Commissioners Court of Williamson County, Texas

By

County Judge

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

BEFORE ME, the undersigned authority, on this day personally appeared Dan A. Gattis, Williamson County Texas, Judge, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2013.

Notary Public, State of Texas

My commission expires _____

After recording, return to:

Ray Mitchell

P.O. Box 789

Bartlett, Texas 76511-04204

Commissioners Court - Regular Session

20.

Meeting Date: 07/16/2013

Discuss and consider approval of Day's Acres - an amended plat of Lot 67 Brushy Bend Park - Pct 1

Submitted For: Joe England

Submitted By: Patrick Hughes, Unified Road System

Department: Unified Road System

Agenda: Consent

Category:

Information

Agenda Item

Discuss and consider approval of Day's Acres - an amended plat of Lot 67 Brushy Bend Park - Pct 1

Background

Attachments

Amended Plat - Day's Acres

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 07/11/2013

Reviewed By

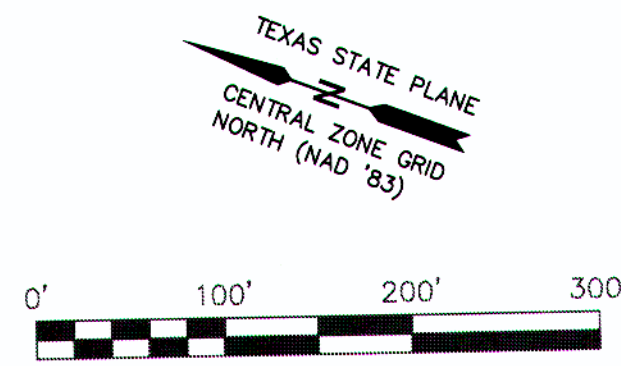
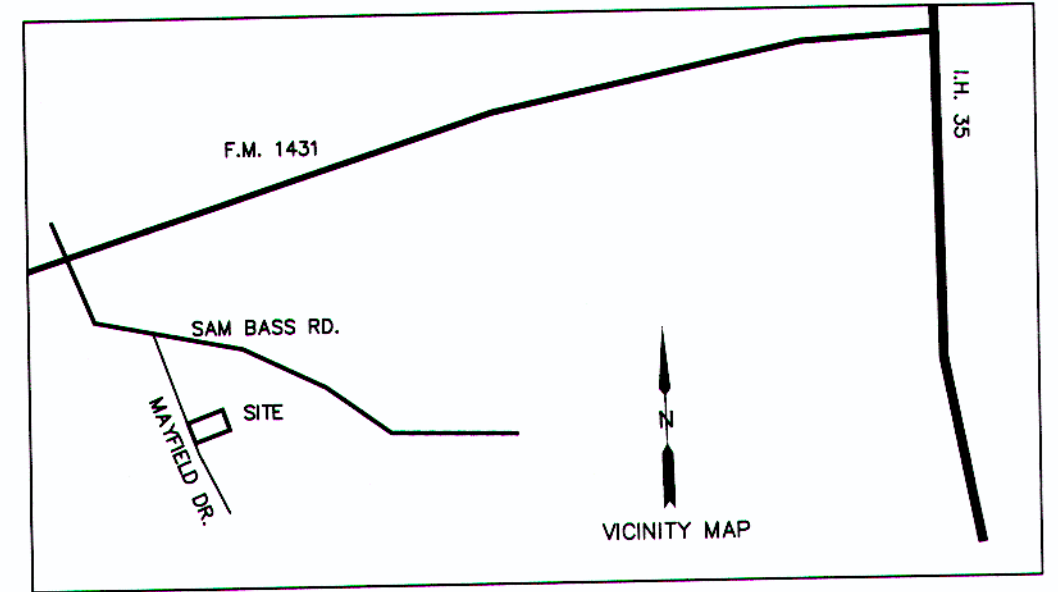
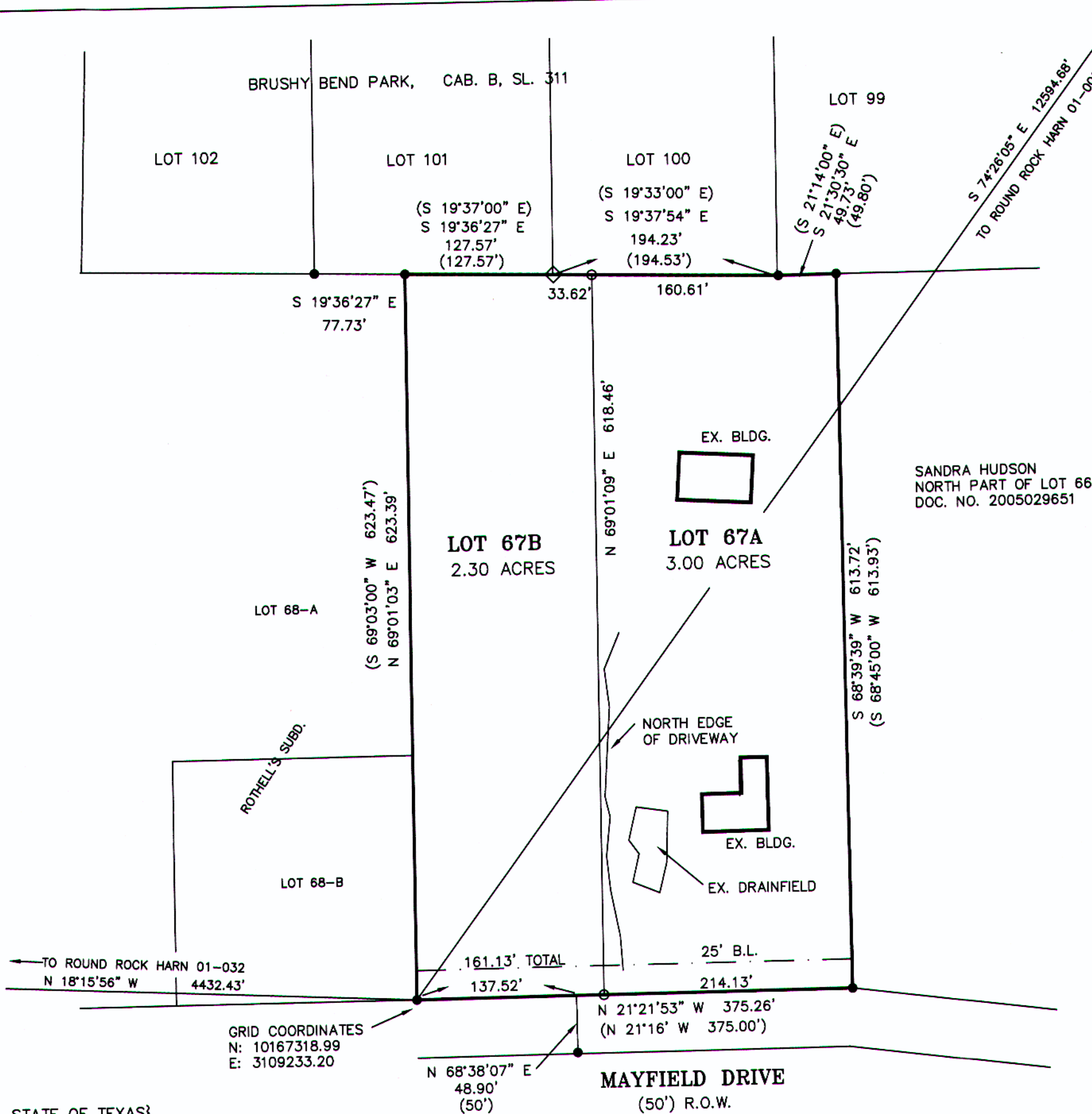
Wendy Coco

Date

07/11/2013 03:38 PM

Started On: 07/11/2013 10:29 AM

DAY'S ACRES, AN AMENDED PLAT OF LOT 67, BRUSHY BEND PARK, SECTION 2, PHASE 2



PLAT SUBMISSION & REVISION DATA:
PLAT ORIGINALLY SUBMITTED
1ST REVISION MADE ON JUNE 27, 2013
2ND REVISION MADE ON JULY 10, 2013

MAP SYMBOLS:
B.L. BUILDING LINE
1/2" REBAR FOUND
1/2" REBAR SET
CAPPED "HARRIS GRANT"
COMPUTED POINT
RECORD DATA FROM
PLAT
R.O.W. RIGHT-OF-WAY

STATE OF TEXAS
COUNTY OF WILLIAMSON
KNOW ALL PERSONS BY THESE PRESENTS

THAT, Michael N. and Karen A. Day, the owners of Lot 67, Brushy Bend Park, Section II, Phase II as recorded in Cabinet C, Slide 123, of the Plat Records of Williamson County, Texas, as conveyed to them by a Deed recorded in Volume 2127, Page 440 of the Official Records Williamson County, Texas, DOES, hereby Resubdivide Lot 67, as shown hereon, subject to any easements, restrictions, and conditions heretofore granted and not previously released, and do consent and agree to all plat notes, easements, rights of way, or other public places shown heron, and acknowledge that it is the responsibility of the property owner, not the County, to assure compliance with all Federal, State and Local Laws and Regulations, including Environmental. This plat does not dedicate or provide, in any way, additional Easements, Right of Way, or Public Places. This Plat and resubdivision of Lot 67 shall be known as "DAY'S ACRES, AN AMENDED PLAT OF LOT 67, BRUSHY BEND PARK, SECTION 2, PHASE 2".

TO CERTIFY WHICH, WITNESS OUR HANDS THIS THE 10th DAY OF July 2013

Michael Day
Michael Day
2201 Mayfield Drive
Round Rock, Texas
78681
512-930-5832

Karen Day
Karen Day
2201 Mayfield Drive
Round Rock, Texas
78681
512-930-5832

STATE Texas
COUNTY OF WILLIAMSON

THIS Instrument was acknowledged before me by Michael N. Day and Karen A. Day for the purposes and considerations and in the capacities there in expressed on the 10th Day of July 2013.

Rita J. Rexrode
RITA J. REXRODE
Notary Public, State of Texas
My Commission Expires
March 08, 2017

Address Assignment and Road Name verified this the 11 day of July 2013
Cindy Budge
Williamson County Addressing Coordinator

HEALTH DISTRICT APPROVAL
Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after review of the survey as represented by the engineer or surveyor, I find that this survey complies with the requirements of the Edwards Aquifer Regulations for Williamson County and Williamson County On-site Sewage Facility Regulations. The Williamson County and Cities Health District (WCCHD) and Williamson County disclaim any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this survey and the documents associated with it.

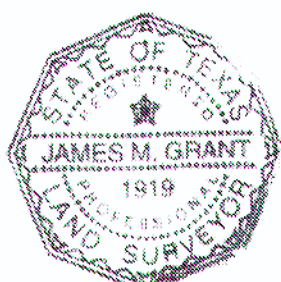
Deborah L. Marlow, R.S. 07/11/2013
Deborah L. Marlow, RS, OS0029596
Assistant Deputy Director, Environmental Health Services, WCCHD

I, JAMES M. GRANT, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE CITY OF GEORGETOWN REGULATIONS.

THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS THIS 20TH DAY OF MARCH, 2013. REVISED JUNE 27, 2013. REVISED JULY 10, 2013.

JAMES M. GRANT, REGISTERED PROFESSIONAL SURVEYOR NO. 1919, STATE OF TEXAS
HARRIS-GRANT SURVEYING, INC.
P.O. BOX 807, MANCHACA, TEXAS 78652
(512) 444-1781



James M. Grant

NOTES

- This Resubdivision is adjacent and abutting the existing ROW of Mayfield Drive, a County maintained Public Road. No additional Road ROW or Easements are contained or dedicated by this plat.
 - The County assumes no responsibility for the correctness of any representations made by other persons or entities made by or in support of this Plat. Floodplane or other criteria may change in the future and have an unknown future affect.
 - No lot in this subdivision is encroached by any special flood hazard areas inundated by the 100 year flood as identified by the U.S. Federal Emergency Management Agency boundary map, (Flood Insurance Rate Map), Community Panel No. 48491C0470E, revised date September 26, 2008, for Williamson County, Texas.
 - No structure or land contained on the lots shown on this plat may be altered without first obtaining any applicable permits or certificates from the appropriate county or city authority. This resubdivision is subject to the Stormwater Management Controls of Williamson County or its successor authority.
 - Water service for this resubdivision will be obtained from the Brushy Creek MUD. Lot 67 is currently supplied water by the Brushy Creek MUD. Sewer service to be provided by OSSF.
 - Any lot utilizing an OSSF shall obtain a permit from the Williamson County and Cities Health District or its successor prior to starting any construction or alteration of the land. All driveways providing access to a county maintained road shall obtain a permit from the County Engineer or a successor authority.
 - Impervious cover shall not exceed 20% without the approval of the TCEQ or its successor, if applicable at that time. A change of use from residential shall require the approval of TCEQ or its successor authority.
 - All previously recorded easements and restrictions previously granted by plat or other instrument, and not previously released or voided, shall continue to be applicable, until released by a recorded instrument.
 - No construction in this subdivision may begin until the Texas Commission on Environmental Quality (TCEQ) has approved the Water Pollution Abatement Plan (WPAP) in writing.
 - On-Site Sewage Facilities must be designed by a Registered Professional Engineer or Registered Sanitarian.
- This Resubdivision contains:
Area - 5.29 acres
Lots - 2
Length of Streets - 0 (none)

STATE OF TEXAS }
COUNTY OF WILLIAMSON } KNOW ALL PERSONS BY THESE PRESENTS

That I, Dan A. Gattis, County Judge of Williamson County, Texas Do hereby certify that this Plat of DAY'S ACRES, with Field Notes attached thereon, having been fully presented to the Commissioners Court of Williamson County, Texas, and by the Court duly considered, were on this day approved and the Plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Dan A. Gattis, County Judge Date

STATE OF TEXAS }
COUNTY OF WILLIAMSON } KNOW ALL PERSONS BY THESE PRESENTS

THAT, I, Nancy Rister, Clerk of the County Court of Williamson County, Do hereby certify that the foregoing instrument, with its certificate of authentication, was filed for record in my office on the 11th day of July, 2013, at 10 o'clock AM, and duly recorded on the 11th day of July, 2013, at 10 o'clock AM in the Plat Records as Document Number 43774.

TO CERTIFY WHICH, WITNESS my Hand and Seal at the County Court of Williamson County, at my office in Georgetown, Texas, on the last date stated above.

Nancy Rister, Clerk of the Williamson County Court

By _____ Deputy

Commissioners Court - Regular Session

21.

Meeting Date: 07/16/2013

Resolution honoring Rocket Challenge Team

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and take appropriate action regarding a Resolution recognizing the international award received by Matthew Janecka, Mark Janecka, and Daniel Kelton, members of the Georgetown 4-H Club Rocket Challenge Team.

TO BE FOLLOWED BY A BRIEF RECEPTION IN THE HISTORIC DISTRICT COURTROOM HONORING THE ROCKET CHALLENGE TEAM.

Background

Attachments

[Resolution for Rocket Challenge Team](#)

Form Review

Form Started By: Peggy Vasquez

Started On: 07/10/2013 10:52 AM

Final Approval Date: 07/10/2013

STATE OF TEXAS *
COUNTY OF WILLIAMSON *

THE COMMISSIONERS COURT OF
WILLIAMSON COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENT that on this, the 16th day of July, 2013, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas, and at said meeting, among other business, the Court considered the following

RESOLUTION

Whereas, Matthew Janecka, Mark Janecka, and Daniel Kelton, members of the Georgetown 4-H Club Rocket Challenge Team, qualified at the local level to advance with the top 100 teams out of 725 teams across the nation to the 2013 National Team America Rocketry Challenge in The Plains, Virginia; and

Whereas, the Rocket Challenge Team placed first at the 2013 National Team America Rocketry Challenge by launching closest to the required specifications of 750 feet high with a flight time of 48 – 50 seconds and returning the horizontally placed egg safely to the ground, earning them the lowest and winning score; and

Whereas, the Rocket Challenge Team qualified to advance to the 2013 International Rocketry Challenge in Paris, France; and

Whereas, the Rocket Challenge Team placed first at the 2013 International Rocketry Challenge against France and Great Britain in both the presentation and the launch portions of the contest;

Now therefore, the Williamson County Commissioners Court hereby resolves to recognize the outstanding achievement of the Georgetown 4-H Club Rocket Challenge Team, including Matthew Janecka, Mark Janecka, and Daniel Kelton earning the distinguished title of the 2013 International Rocketry Challenge Champions and acknowledge the outstanding contribution they have made to the community and to Williamson County.

RESOLVED this 16th day of July, 2013.

Dan A. Gattis, County Judge

Attest:

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session

22.

Meeting Date: 07/16/2013

WCEMS Recognition of new members

Submitted For: Kenny Schnell

Submitted By:

Kenny Schnell, EMS

Department: EMS

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Recognition of Williamson County EMS New Members successful completion of training academy.

Background

WCEMS would like to introduce our newest members to the court and recognize their successful completion of their initial phase of training academy.

Form Review

Inbox

Reviewed By

Date

County Judge Exec Asst.

Wendy Coco

07/11/2013 03:36 PM

Form Started By: Kenny Schnell

Started On: 07/05/2013 01:13 PM

Final Approval Date: 07/11/2013

Commissioners Court - Regular Session

23.

Meeting Date: 07/16/2013

Road Bond and Pass Through Financing Construction Summary Report

Submitted By: Tiffany Mcconnell, Road Bond

Department: Road Bond

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Hear the July 2013 Construction Summary Report for Road Bond and Pass Through Financing projects.

Background

Attachments

July 2013 CSR

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tiffany Mcconnell

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:38 PM

Started On: 07/11/2013 10:39 AM



ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

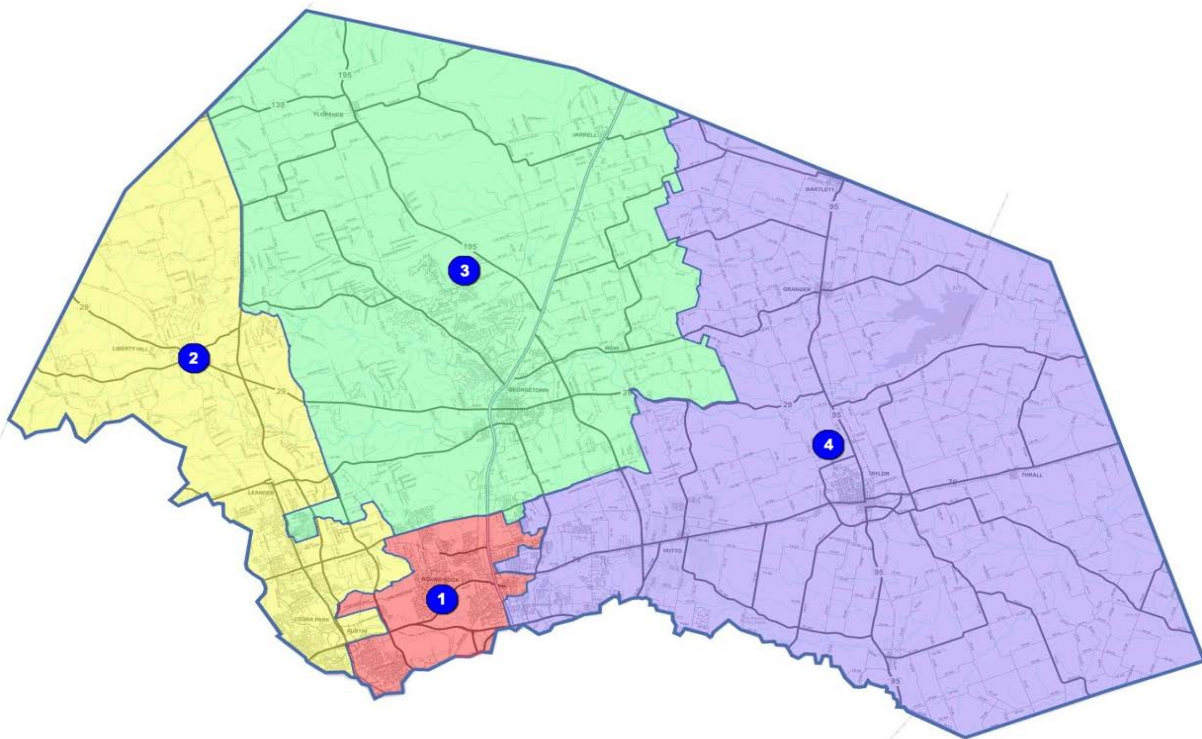
County Judge
Dan Gattis

Commissioners
Lisa Birkman
Cynthia Long
Valerie Covey
Ron Morrison

July 2013

WWW.ROADBOND.ORG

Volume XII - Issue No. 7



Presented By:



PRIME
STRATEGIES,
INC.

HNTB

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WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2013

Precinct 1

- Pond Springs Road (signal) – Jul 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- RM 620, Phase 1 – Jan 2009
- Pond Springs Road – Sep 2010
- CR 174 @ Brushy Creek – Jun 2011
- O'Connor Drive Extension – Apr 2012
- King of Kings Crossing – Aug 2012
- South Great Oaks Extension – Dec 2012

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop Project 2 – Jun 2004
- Georgetown Inner Loop East Extension – Aug 2004
- CR 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 @ SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop @ FM 1460 – Nov 2009
- CR 111 (Westinghouse Road) – Jun 2010
- Williams Drive – April 2011
- CR 104, Phase II – May 2011
- RM 2338 (PTF) – Dec 2011
- SH 29 @ Park Pl & Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – June 2013

Precinct 2

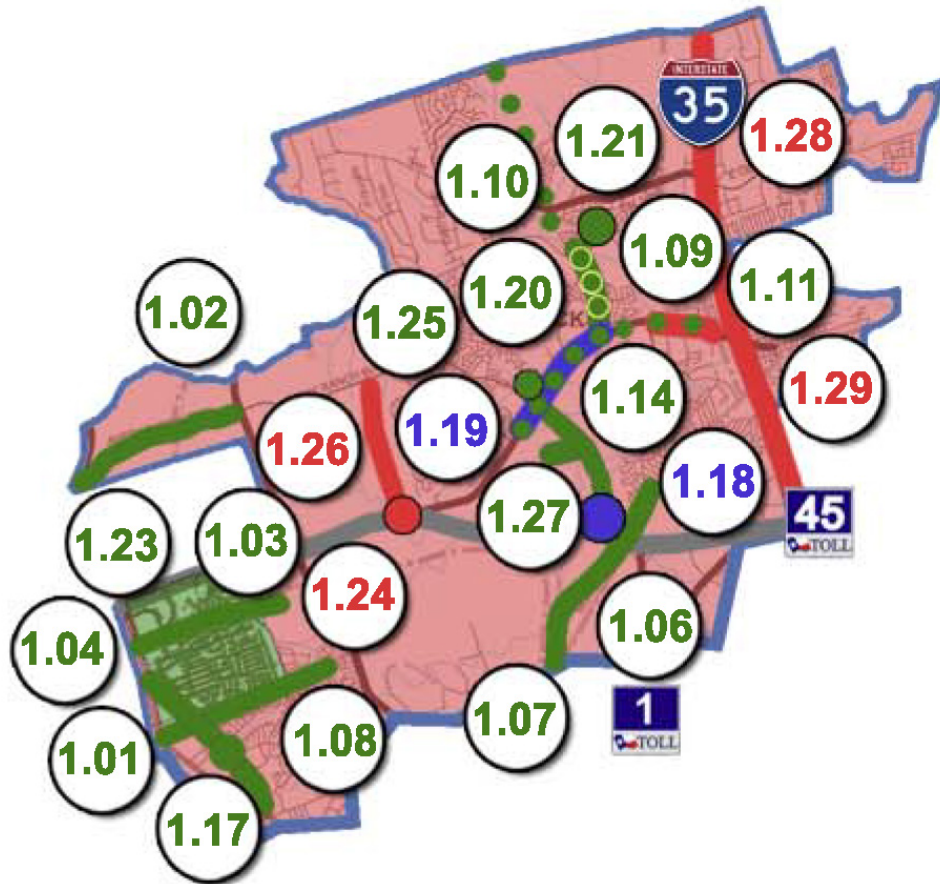
- FM 1869 @ SH 29 (signal) – Aug 2002
- County Road 175 – Jun 2003
- River Bend Oaks – Aug 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd North Ph. 1 – Sep 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 @ San Gabriel Pkwy – Feb 2008
- CR 175 Phase 2A – Jan 2010
- US 183 @ FM 3405 Traffic Signal – Feb 2010
- US 183 @ FM 3405 Left Turn Lanes – May 2010
- CR 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. II – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- CR 260/266 – April 2013

Precinct 4

- Wooden Bridges (CR 390, 406 & 427) – Nov 2002
- County Road 412 – Aug 2003
- CR 368 & 369 – Aug 2003
- County Road 300 – Dec 2003
- CR 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – Jul 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – Mar 2008
- Limmer Loop, Ph. 1C – Oct 2008
- Gattis School Road – Jun 2010
- US 79, Section 5B (PTF) – Aug 2010
- Chandler Rd, Ph. 3B – Oct 2010
- US 79, Section 5A (PTF) – Dec 2010
- FM1660 @ Landfill Rd. – Sep 2011
- BUS 79 Drainage Improvements – Dec 2011
- US 79 Section 3 (PTF) – Jul 2012
- CR 351 @ Donahoe Creek – Dec 2012
- Chandler Rd, Ph. 3A – Dec 2012
- Second Street Roadway Improvements – Feb 2013
- CR 138 – June 2013

PRECINCT 1

COMMISSIONER BIRKMAN



Completed/Open to Traffic

- 1.01 Anderson Mill Rd.
- 1.02 Avery Ranch Blvd. (183 to Parmer Lane)
- 1.03 Lake Creek Drainage – Phase 1
- 1.04 Lake Creek Drainage – Phase 2
- 1.06 McNeil Road – Phase 1
- 1.07 McNeil Road – Phase 2
- 1.08 Pond Springs at Turtle Rock Signal
- 1.09 RM 620 Feasibility Study
- 1.10 Wyoming Springs North Study
- 1.11 RM 620 Interim Improvements – Phase 1
- 1.14 O'Connor Extension
- 1.17 Pond Springs Road
- 1.20 Wyoming Springs (620 to Brightwater Blvd.)
- 1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
- 1.23 Forest North Drainage Study
- 1.25 King of Kings Crossing
- 1.27 South Great Oaks Extension

Under Construction / Bidding

- 1.18 O'Connor Overpass @ SH 45
- 1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)

In Design

- 1.24 Pearson Ranch Underpass @ SH 45/RM 620
- 1.26 Pearson Ranch Road
- 1.28 IH 35 Operational Analysis
- 1.29 RM 620 Overpass @ Railroad / Chisholm Trail

O'Connor Drive Extension (RM 620 to SH 45)
Project No. 11WC906

Original Contract Price = \$5,742,529.92

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/15/2010	2/8/2011	4/4/2011	4/6/2011	4/30/2012		365	20	385	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	4/1/2011	4/30/2011	17	\$286,628.40	\$286,628.40	\$31,847.60	\$31,847.60	5	4
2	5/1/2011	5/31/2011	31	\$560,496.09	\$847,124.49	\$62,277.34	\$94,124.94	16	12
3	6/1/2011	6/30/2011	30	\$402,076.47	\$1,249,200.96	\$44,675.17	\$138,800.11	23	20
4	7/1/2011	7/31/2011	31	\$484,153.08	\$1,733,354.04	\$53,794.78	\$192,594.89	32	28
5	8/1/2011	8/31/2011	31	\$248,273.47	\$1,981,627.51	\$27,585.94	\$220,180.83	36	36
6	9/1/2011	9/30/2011	30	\$1,380,757.82	\$3,362,385.33	-\$43,213.18	\$176,967.65	58	44
7	10/1/2011	10/31/2011	31	\$482,955.73	\$3,845,341.06	\$25,418.72	\$202,386.37	67	52
8	11/1/2011	11/30/2011	30	\$356,504.94	\$4,201,846.00	\$18,763.42	\$221,149.79	73	60
9	12/1/2011	12/31/2011	31	\$243,808.39	\$4,445,654.39	\$12,832.02	\$233,981.81	77	68
10	1/1/2012	1/31/2012	31	\$206,548.83	\$4,652,203.22	\$10,870.99	\$244,852.80	81	76
11	2/1/2012	2/29/2012	29	\$279,064.48	\$4,931,267.70	\$14,687.61	\$259,540.41	86	84
12	3/1/2012	3/31/2012	31	\$252,559.08	\$5,183,826.78	\$13,292.58	\$272,832.99	90	92
13	4/1/2012	4/30/2012	30	\$400,396.37	\$5,584,223.15	\$21,073.49	\$293,906.48	97	99
14	5/1/2012	5/31/2012	N/A	\$192,745.79	\$5,776,968.94	-\$176,009.15	\$117,897.33	97	-
15	6/1/2012	6/1/1931	N/A	\$20,556.48	\$5,797,525.42	\$419.52	\$118,316.85	98	-
16	8/1/2012	8/30/2012	N/A	\$30,781.69	\$5,828,307.11	\$628.19	\$118,945.04	98	-
17	9/1/2012	9/30/2012	N/A	\$2,352.00	\$5,830,659.11	\$48.00	\$118,993.04	98	-
18	10/1/2012	10/31/2012	N/A	\$20,853.71	\$5,851,512.82	\$425.59	\$119,418.63	98	-
19	11/1/2012	11/30/2012	N/A	\$45,364.20	\$5,896,877.02	\$925.80	\$120,344.43	99.2	-
20	12/1/2012	12/31/2012	N/A	\$27,825.72	\$5,924,702.74	\$567.87	\$120,912.30	99.7	-

6/28/2013 Comments - Substantial Completion was granted effective 4/30/2012. The GEC coordinated with the County and Dan Williams regarding vegetation establishment and project completion. PE Structural is finalizing the Final Report regarding the bridge deck sealing at Lake Creek. A Work Authorization for the deck sealing and construction inspection is being prepared. Klotz is preparing a design for bridge corrections.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	8/4/2011	7,113.00	7,113.00

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order provides payment to the Contractor to relocate the existing safety lighting (2 poles) and conduit to a new location out of the way of the roadway improvements in the newly reconstructed center median on O'Connor Drive, north of RM 620.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	8/19/2011	15,000.00	22,113.00

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds the requirements of Item 420.4.14, Concrete Structures, Mass Placements to the contract. This work will be tracked and paid by force account.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	12/12/2011	142,720.32	164,833.32

6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). This Change Order changes the project limits on the south end of the project to add two driveways, turn lane, and median break requested during the ROW acquisition negotiations. This Change Order also adds a storm sewer from the RM 620 Project so that the new pavement and raised concrete median will not be disturbed during the construction of the RM 620 Project. 1A: Design Error or Omission. Incorrect PS&E. This Change Order corrects various contract quantities for roadway, signal, striping, bridge items to match the design. Quantities for Excavation and Post Tensioning will be adjusted on a future change order. 4B: Third Party Accommodation. Third party requested work. This Change Order adds environmental remediation work required by TCEQ.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/23/2012	-3,842.95	160,990.37

3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order provides for changes to the signal and roadway work at the intersection of O'Connor and RM 620 to match the future widening of RM 620 and minimize rework. 3F: County Convenience. Additional work desired by the County. This Change Order adjusts the alignment of the roadway and the width of the center median so that the striping layout of the lanes south of RM 620 line up with the striping layout of the lanes north of RM 620. 4B: Third Party Accommodation. Third party requested work. This Change Order also compensates the Contractor for changing the landscape paver pattern on O'Connor, north of RM 620, at the request of the Neighborhood Association.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	6/5/2012	12,324.24	173,314.61

6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). This Change Order adds a new Contract item for asphalt driveways to account for the three Robinson Ranch driveways which were added by the ROW acquisition agreement. 3E: County Convenience. Reduction of Future Maintenance. This Change Order adds a new Contract item to replace landscape pavers in the center median with concrete rip rap in order to reduce future maintenance. 3F: County Convenience. Additional Work Desired by the County. This Change Order documents revisions to the final rip rap quantities and adds 225 LF of guardrail to protect the slopes at the Haz Mat Traps. Twenty (20) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	8/8/2012	22,598.26	195,912.87

3M: County Convenience. Other. As required by Item 341, this Change Order adds a pay item to adjust the amount of compensation to be paid to the Contractor in proportion to the quality of the asphalt pavement produced and placed on the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	9/28/2012	79,203.21	275,116.08

1A: Design Error or Omission. Incorrect PS&E. This Change Order corrects the Contract quantity of roadway excavation. 2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable) (Item 9). Preliminary adjustment of quantities to meet field conditions.

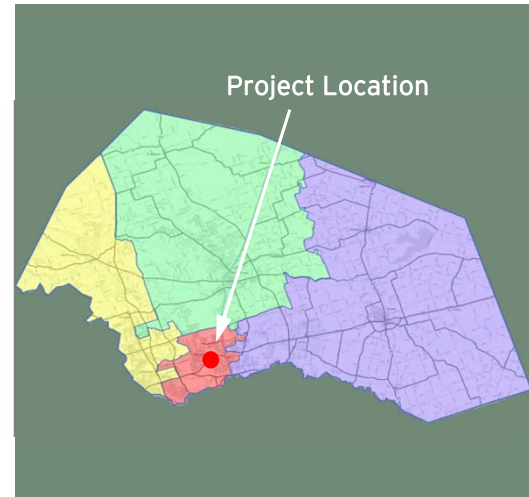
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	12/4/2012	30,000.00	305,116.08

3F: County Convenience. Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order adds a new Contract item for soil retention blankets to be installed in various locations on the project to minimize the erosion of topsoil along the roadway, as needed to address final field conditions.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	12/18/2012	16,307.55	321,423.63

3E: County Convenience. Reduction of future maintenance. This Change Order adds rock rip rap in the right ditchline from Sta. 65+00 to 68+00 to minimize future erosion from the drainage of the offsite water quality pond.

Adjusted Price = \$6,063,953.55



RM 620 SAFETY IMPROVEMENTS

(Cornerwood Dr. to Wyoming Springs Dr.)

Project Length: 2.1 Miles

Roadway Classification: Major Urban Arterial

Roadway Section: Four-lane Divided

Structures: Three Bridge Class Culverts

Project Schedule: February 2013 - September 2014

Estimated Construction Cost: \$11.3 Million



JUNE 2013 IN REVIEW

06/07/2013: CF Jordan continued excavating for Water Quality Pond (WQP) A and continued roadway excavation for the eastbound lanes west of Wyoming Springs. The Contractor continued crushing rock from the excavated areas and placing the material as embankment. CF Jordan began final grading west of O'Connor for embankment and laying RCP, installed manholes & inlets, and formed and poured concrete aprons around drop inlets.

06/14/2013: CF Jordan continued excavating for WQP A and excavating for the eastbound lanes. Embankment between Cornerwood and O'Connor was completed and the Contractor began processing first course flex base. CF Jordan excavated and installed RCP, manholes, and inlets on Storm Line H and continued excavating and installing pipe on Storm Line M. Subcontractor Hayward Baker drilled probe holes and Subcontractor Austin Traffic Signal installed temporary signals at Wyoming Springs.

06/28/2013: CF Jordan removed the existing east concrete driveway to Beck Funeral Home and paved the new driveway which was opened to traffic. The Contractor began forming the footing of the MSE wall near Culvert 1, poured the wingwalls and headwall on Culvert 4, and excavated & set Curb Inlet M-2. CF Jordan completed the City of Round Rock waterline.



Design Engineer: Halff
Contractor: CF Jordan Construction
Construction Observation:
Darren Muenster, Atkins

Williamson County
Road Bond Program



PRIME
STRATEGIES,
INC.

RM 620 Safety Improvements (Cornerwood to Wyoming Springs)**Project No. 12IFB00036**

Original Contract Price = \$11,281,112.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
10/17/2012	12/4/2012	2/4/2013	2/7/2013	9/28/2014		587	0	587
	<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
	1	2/11/2013	2/28/2013	9	\$480,434.00	\$480,434.00	4	2
	2	3/1/2013	3/31/2013	31	\$282,266.70	\$762,700.70	7	7
	3	4/1/2013	4/30/2013	30	\$653,237.30	\$1,415,938.00	13	12
	4	5/1/2013	5/31/2013	31	\$719,137.75	\$2,135,075.75	19	17
	5	6/1/2013	6/30/2013	30	\$745,487.08	\$2,880,562.83	26	22
Adjusted Price = \$11,281,112.60								

PRECINCT 2

COMMISSIONER LONG

Completed/Open to Traffic

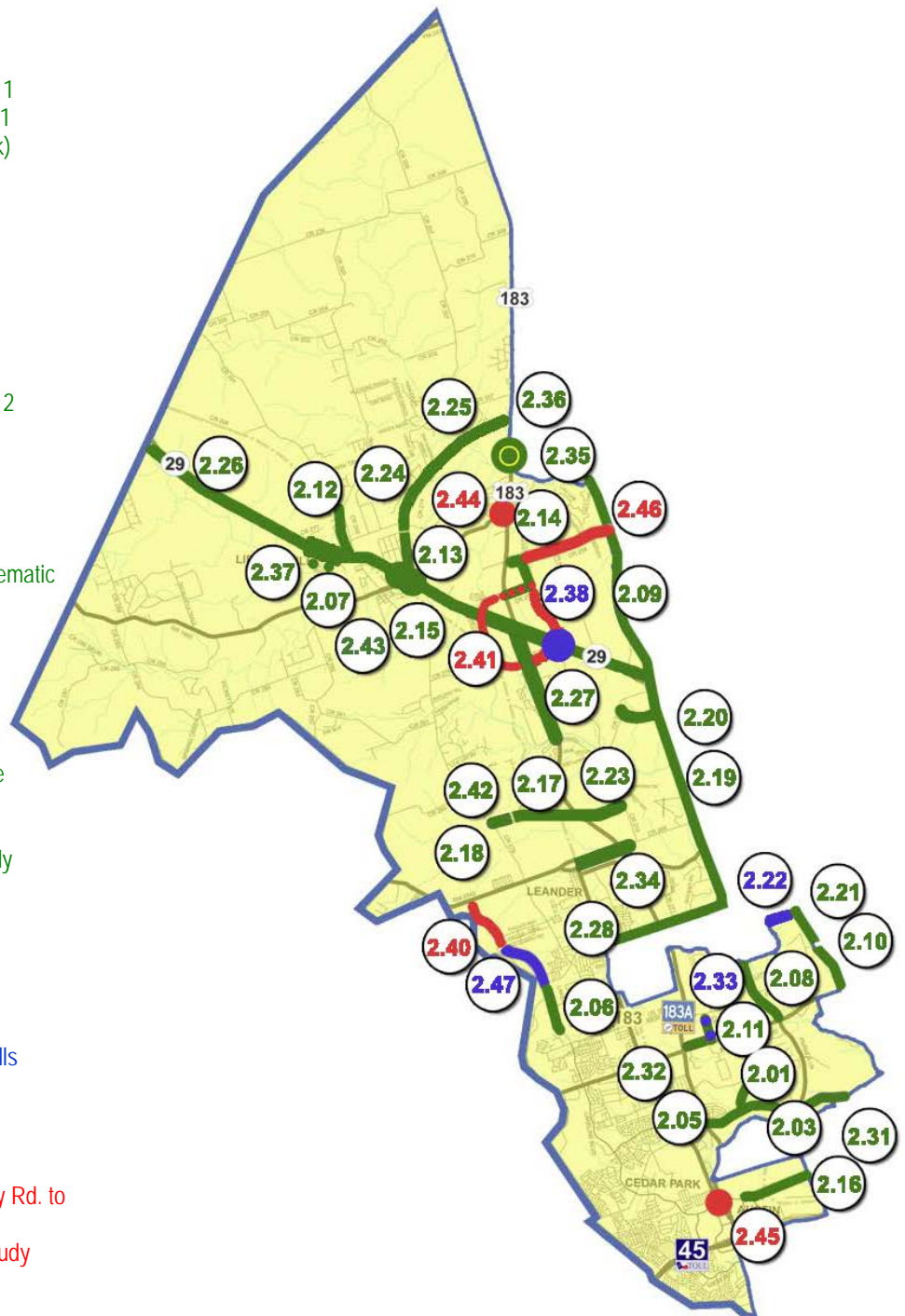
- 2.01 Vista Ridge Blvd.
- 2.03 Brushy Creek Road
- 2.05 Cypress Creek Road
- 2.06 Lakeline Blvd.
- 2.07 River Bend Oaks Subdivision
- 2.08 Ronald W. Reagan South – Phase 1
- 2.09 Ronald W. Reagan North – Phase 1
- 2.10 CR 175 (FM 1431 to Regional Park)
- 2.11 CR 185
- 2.12 CR 200 (CR 201 to Lackey Creek)
- 2.13 CR 214 (SH 29 to Rolling Hills Dr.)
- 2.14 CR 258 (US 183 to Sunset Ridge)
- 2.15 SH 29 @ RM 1869 (Signal)
- 2.16 Lakeline Blvd.
- 2.17 San Gabriel Parkway – Phase 1
- 2.18 US 183 Widening at CR 274
- 2.19 Ronald W. Reagan South – Phase 2
- 2.20 Kauffman Loop
- 2.21 CR 175 Extension – Phase 2A
- 2.23 San Gabriel Parkway – Phase 2
- 2.24 CR 214 – Phase 2A
- 2.25 CR 214 – Phase 2B Schematic
- 2.26 SH 29 Improvements Study & Schematic
- 2.27 US 183 (PTF)
- 2.28 CR 272
- 2.31 Brushy Creek Road
- 2.32 RM 1431
- 2.34 Hero Way
- 2.35 US 183 @ FM 3405 Traffic Signal
- 2.36 US 183 @ FM 3405 Left Turn Lane
- 2.37 SH 29 TWLTL in Liberty Hill
- 2.42 San Gabriel Parkway West
- 2.43 SH 29 @ CR 214 Intersection Study

Under Construction / Bidding

- 2.22 CR 179
- 2.33 Cottonwood Creek Trail (CR 185)
- 2.38 CR 260 / CR 266 @ SH 29
- 2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)

In Design

- 2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
- 2.41 Seward Junction Improvements Study
- 2.44 US 183 @ RM 1869
- 2.45 Lakeline Blvd. @ US 183
- 2.46 CR 258 (Sunset Ridge to Reagan Blvd.)



PASS THROUGH FINANCING: US 183 (Riva Ridge Rd to SH 29)
Project No. 09WC720 TxDOT CSJ: 0151-04-063
Original Contract Price = \$14,677,727.84

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
8/24/2009	8/25/2009	12/21/2009	12/23/2009	4/6/2012		627	0	627
	<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
	1	12/21/2009	12/31/2009	0	\$135,503.26	\$135,503.26	1	0
	2	1/1/2010	1/31/2010	0	\$519,553.82	\$655,057.08	4	0
	3	2/1/2010	2/28/2010	0	\$336,428.93	\$991,486.01	6	0
	4	3/1/2010	3/31/2010	0	\$1,038,867.35	\$2,030,353.36	13	0
	5	4/1/2010	4/30/2010	0	\$1,182,431.16	\$3,212,784.52	20	0
	6	5/1/2010	5/31/2010	0	\$524,006.54	\$3,736,791.06	23	0
	7	6/1/2010	6/30/2010	8	\$488,883.31	\$4,225,674.37	26	1
	8	7/1/2010	7/31/2010	21	\$531,298.23	\$4,756,972.60	30	5
	9	8/1/2010	8/31/2010	22	\$1,365,257.56	\$6,122,230.16	38	8
	10	9/1/2010	9/30/2010	21	\$668,797.43	\$6,791,027.59	42	11
	11	10/1/2010	10/31/2010	22	\$431,568.09	\$7,222,595.68	45	15
	12	11/1/2010	11/30/2010	21	\$830,315.07	\$8,052,910.75	50	18
	13	12/1/2010	12/31/2010	22	\$392,245.23	\$8,445,155.98	53	22
	14	1/1/2011	1/31/2011	20	\$475,168.87	\$8,920,324.85	56	25
	15	2/1/2011	2/28/2011	22	\$583,560.35	\$9,503,885.20	59	29
	16	3/1/2011	3/31/2011	23	\$935,998.66	\$10,439,883.86	65	32
	17	4/1/2011	4/30/2011	21	\$915,360.63	\$11,355,244.49	71	36
	18	5/1/2011	5/31/2011	21	\$293,898.01	\$11,649,142.50	73	39
	19	6/1/2011	6/30/2011	22	\$384,991.77	\$12,034,134.27	75	42
	20	7/1/2011	7/31/2011	20	\$248,589.58	\$12,282,723.85	76	46
	21	8/1/2011	8/31/2011	23	\$389,024.74	\$12,671,748.59	79	49
	22	9/1/2011	9/30/2011	21	\$374,029.87	\$13,045,778.46	81	53
	23	10/1/2011	10/31/2011	21	\$1,084,707.51	\$14,130,485.97	88	56
	24	11/1/2011	11/30/2011	23	\$881,115.44	\$15,011,601.41	93	60
	25	12/1/2011	12/31/2011	22	\$419,636.28	\$15,431,237.69	96	63
	26	1/1/2012	1/31/2012	22	\$132,405.50	\$15,563,643.19	97	67
	27	2/1/2012	2/29/2012	21	\$28,995.55	\$15,592,638.74	97	70
	28	3/1/2012	3/31/2012	22	\$128,762.45	\$15,721,401.19	98	74
	29	4/1/2012	4/30/2012	5	\$24,680.18	\$15,746,081.37	98	74
	30	5/1/2012	7/31/2012	0	\$5,331.97	\$15,751,413.34	98	74
	31	8/1/2012	11/30/2012	0	\$115,451.60	\$15,866,864.94	99	74
	32	12/1/2012	12/31/2012	0	\$50,619.31	\$15,917,484.25	99	74
	33	1/1/2013	2/28/2013	0	\$24,959.37	\$15,942,443.62	99	74

6/28/2013 Comments - The final balancing change order has been sent to Dan Williams for signature. All punchlist items are complete and TxDOT's acceptance was received on 4/17/13, effective as of 3/19/13 and the Certificate of Completion was issued on 5/2/2013.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/4/2010	\$39,057.66	39,057.66

1B: Design Error or Omission. Other. Existing water lines have been identified at nine locations requiring relocation from newly acquired ROW to private property. The lines are required to be cased when crossing under the proposed new roadway. Additionally, the existing meters will need to be relocated onto private property. In the existing condition the water meters are inside the right of way with private waterlines above ditch lines or within the pavement section.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	4/19/2010	\$1,250.00	40,307.66

1B: Design Error or Omission. Other. Plans required 5 foot long core holes in each Abutment and Bent location of the two bridges to confirm bearing materials (Sheet No. S of the General Notes). Payment is set by Standard Specifications, Item 416.5.C at \$125 each. No bid item was included for this activity.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	5/17/2010	\$25,000.00	65,307.66

3F: County Convenience. Additional work desired by the County. Revising safety work/measures desired by the County. This Change Order will add a bid item to cover expenses associated with reimbursement for Law Enforcement when required by the Construction Inspector during certain construction activities. Payment for this bid item will be made based on actual invoices prepared by Law Enforcement agencies plus a 5% markup as allowed by TxDOT specifications.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	6/23/2010	\$25,000.00	90,307.66

1A: Design Error or Omission. Incorrect PS&E. This Change Order provides payment to reimburse the Contractor for maintenance, repair, or reinstallation of erosion control devices and features which are not subsidiary to pertinent items. No bid item(s) was included for these activities. The change order is as described in the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, Item 506.6 Temporary Erosion, Sedimentation, and Environmental Controls, Payment, and Article 9.5, Force Account.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	7/1/2010	\$78,417.60	168,725.26
1A: Design Error or Omission. Incorrect PS&E. 4D: Third Party Accommodation. Other. This Change Order provides payment to reimburse the Contractor for costs associated with constructing the revised Retaining Wall C (Rock Nailed/Facia) located at the southern terminus of the project limits. New design details and additional components typically supplied by TxDOT were added to the design of the Rock Nail Wall. This redesign will require the pre-cast fascia panel fabricator to redesign the wall panel layout and recast new panels to replace those that are unusable. Quantities of rock nails, Class C miscellaneous concrete and anti-graffiti coating are being adjusted per the reduction overall square footage of the wall.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	1/26/2011	5,548.91	174,274.17
1A: Design Error or Omission. Incorrect PS&E. This Change Order provides payment to reimburse the Contractor for costs associated with constructing special shoring for the bore pit of box culvert CC-5 adjacent to SH 29. 2I: Differing Site Conditions (unforeseeable). Additional safety needs (unforeseeable). This Change Order provides payment to reimburse the Contractor for additional costs associated with the Mourning Dove Lane reconstruction detour.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	2/11/2011	56,647.61	230,921.78
2E: Differing Site Conditions. Miscellaneous differences in site conditions (unforeseeable). This Change Order provides payment to reimburse the Contractor for costs associated with addressing unanticipated soil conditions in Parcel 1. The work items included construction of a French drain, over-excavating the area and replacing the upper layer of high plasticity materials with low plasticity materials directly under the pavement section, and pumping water from the over-excavation of saturated clays until the French drain was in service.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	2/11/2011	2,061.71	232,983.49
1A: Design Error or Omission. Incorrect PS&E. This Change Order provides payment to reimburse the Contractor for costs associated with constructing Water Quality Pond No. 3. The pond was originally excavated using 100% submittal construction plans. After the pond was excavated, it was determined the plans had not been updated with revised offsets to allow for the HazMat Trap linear trench that was added.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	2/11/2011	5,063.90	238,047.39
2J: Differing Site Conditions (unforeseeable). Other. This Change Order provides payment to reimburse the Contractor for costs associated with the removal and repair of Metal Beam Guard Fence at the southeast corner of the existing South San Gabriel River bridge, which was damaged by a errant driver on August			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	2/11/2011	-10,227.50	227,819.89
3H: County Convenience. Cost savings discovered during construction. The originally designed pavement sections for driveways required 2 inches of Stone Matrix Asphalt (SMA) as a surface layer. It was determined that Type C Hot Mix Asphalt Concrete could be substituted at a cost savings, while providing a more typical pavement section for the driveways.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	2/11/2011	13,768.16	241,588.05
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). The original bore for the 30 inch encasement pipe for Waterline C had to be abandoned under CR 263 due to relocation of Waterline C 19 LF to the east to avoid the new construction crossing underneath the existing live waterline near the Mourning Dove intersection. Relocation of the CR 263 encasement would be safer and more cost efficient as it is a straight linear segment, and does not require additional fittings or hand excavation under the existing waterline.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	2/11/2011	235,322.81	476,910.86
1A: Design Error or Omission; Incorrect PS&E. This Change Order compensates the Contractor for the work associated with the placement of hot mix asphalt concrete and embankment for temporary pavement on the project. The contract documents have no provisions for payment of construction of the required temporary pavement. These are plan items that were inadvertently omitted from the bid quantities by the design engineer, not additional work added after construction commenced.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	3/8/2011	15,366.89	492,277.75
3F: County Convenience. Additional work desired by the County. To improve northbound traffic flow, a left turn bay will be added to the Signal Hill Northbound Detour. The addition of the left turn bay will be accomplished by revising striping to shift the two northbound lanes to the east. The change order cost includes all items to place the striping back to its original configuration at the time the detour is removed.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
14	4/8/2011	1,824.60	494,102.35
4B: Third Party Accommodation. Third Party requested work. This Change Order will compensate the Contractor for placing a six inch thick cap over an existing 18" waterline in the west ditchline. The cap is required by CTSUD, where they have determined the new ditchlines do not provide the 36 inches of cover they require and will allow the 18" waterline to remain in place without being lowered.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
15	4/8/2011	19,950.00	514,052.35
3I: County Convenience. Implementation of improved technology or better process. This Change Order will compensate the Contractor for installing soil retention blankets to further strengthen and supplement the erosion control measures on the project. The original contract SW3P plans did not include the use of soil retention blankets.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
16	5/5/2011	8,337.84	522,390.19
1A: Design Error or Omission. Incorrect PS&E. This Change Order will compensate the Contractor to salvage, install and remove box culverts at the south end of the new double 24" RCP cross culvert under the new Mourning Dove Lane crossover, including replacing the pavement temporarily to maintain access.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
17	5/13/2011	28,718.40	551,108.59
2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for repairing, lowering and encasing a portion of a CTSUD waterline damaged during construction of Detour 1. The existing 12" waterline location and elevation was in conflict with both the flowline of the ditches for the Detour and the subgrade under the Detour 1 pavement.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
18	5/24/2011	1,384.23	552,492.82
1B: Design Error or Omission. Other. This Change Order is to compensate the Contractor by lump sum for the reconstruction of the American Dream RV driveway on Crider Lane, which was inadvertently left out of the design plans.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
19	5/24/2011	17,868.14	570,360.96
2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). Detour 1 was widened to four lanes and traffic was switched to two-way in order to avoid conflicts with AT&T. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order will compensate the Contractor for detour changes associated with River Run, Detour 2, Signal Hill, and Detour 1. Changes included the reduction of pavement thickness, the lengthening of the RCP, and the addition of modified MBGF and box culverts.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
20	5/24/2011	18,810.49	589,171.45
2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order will compensate the Contractor for additional temporary signs and traffic control devices necessary for added Traffic Control Plan Phase 2, Steps 4 and 5.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
21	5/25/2011	36,654.00	625,825.45
2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This change order will compensate the Contractor for relocating the existing CTSUD 18-inch Waterline between Structures 4 and 5 that was found to be in conflict with the drainage ditchline.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
22	5/26/2011	34,265.85	660,091.30
4B: Third Party Accommodation. Third Party requested work. This Change Order provides payment to the Contractor for work and materials needed to remove the existing illumination and to install the revised illumination. CTRMA requested changes to the illumination plans for the intersection of US 183 and South Gabriel Drive/Green Valley Drive.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
23	5/24/2011	11,264.05	671,355.35
2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order will compensate the Contractor for pavement striping related work items due to delays in utility adjustments and unknown utility conflicts which necessitated revisions to the Traffic Control Plans, including the installation of work zone, water based, non-removable striping, arrows, words, and yield triangles. Also included is the addition of removable arrows and words			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
24	6/24/2011	15,057.00	686,412.35
1A: Design Error or Omission. Incorrect PS&E. This Change Order provides payment to the Contractor for work to add an encasement pipe to Waterline D under the entrance to First Texas Bank and to relocate the water service. These items were inadvertently left out of the original design plans.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
25	8/19/2011	17,325.00	703,737.35
2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for the construction of Waterline I, which was not included in the original project plans. Waterline I is a portion of the existing 18-inch CTSUD waterline found to be in conflict with the drainage ditch grades in front of Water Quality Pond No. 3.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
26	8/19/2011	2,542.57	706,279.92
1A: Design Error or Omission. Incorrect PS&E. This Change Order compensates the Contractor for additional excavation necessary for the construction of Retaining Wall C due to changes to the original design plans. The final design plan for Retaining Wall C (revised Plan Sheet 310) was issued after the construction contract had been awarded.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
27	8/19/2011	3,721.69	710,001.61
2G: Differing site conditions. Unadjusted Utility (unforeseeable). This Change Order compensates the Contractor for work to install a 12" water line valve to an water line that was in conflict with the project grading. This allowed the owner to abandon the water line in conflict so the contractor could remove it. The owner provided the 12" valve, but additional items were required. This Change Order provides a lump sum for the labor, equipment and material required.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
28	8/19/2011	864.69	710,866.30
2I: Differing Site Conditions (unforeseeable). Additional Safety Concerns (unforeseeable). This Change Order will compensate the Contractor for work associated with the removal, and replacement of a crash cushion that was damaged by a vehicle on or about 12-16-10. A police report is available for the accident.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
29	8/19/2011	9,664.52	720,530.82
2I: Differing Site Conditions (unforeseeable). Additional Safety Needs (unforeseeable). This Change Order will compensate the Contractor for work associated with removing and rebuilding a crash cushion that was damaged by an unknown vehicle on or about 12-4-10.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
30	8/19/2011	1,693.92	722,224.74
2I: Differing Site Conditions (unforeseeable). Additional safety needs (unforeseeable). This Change Order will compensate the Contractor for work associated with the removal, and rebuild of a crash cushion that was damaged by a vehicle on or about 9-24-10. A police report is available for the accident.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
31	9/13/2011	40,021.92	762,246.66
3F: County Convenience. Additional work desired by the County. This Change Order provides for the installation of permanent traffic counters to quantify traffic on Northbound and Southbound US 183 for Williamson County reimbursement in accordance with the Pass Through Financing Agreement with TxDOT.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
32	9/20/2011	37,975.66	800,222.32
2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional pavement striping items required by changes in the phasing of the Traffic Control Plans due to unadjusted utilities. The changes in phasing allowed the Contractor to continue construction and avoid the unresolved utility conflicts. 1A: Design Error or Omission. Incorrect PS&E. This Change Order compensates the Contractor for pavement striping related work items that were not included in the original contract quantities to provide for temporary tabs during SMA paving operations.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
33	10/11/2011	-49,326.01	750,896.31
2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the Contractor for work associated with the redesign of Cross Culvert No. CC6. The original design of the culvert could not be used because an unknown existing 4x2 box culvert crossed under SH 29 where it would be in conflict with the bore for the new RCP drain pipe. Instead, the existing 4x2 box culvert will be incorporated into a new design to drain the area. Also included are the cost of restocking the 36 inch diameter pipe that was to be used for the bore under SH 29 and the costs associated with dewatering and filling back in the bore pit that had been dug to perform the bore.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
34	10/25/2011	2,613.54	753,509.85
1A: Design Error. Incorrect PS&E. This Change Order adds a pay item for the installation of the associated siphon pipe for the two HMTs associated with the SB Bridge, not included in the original contract items. 2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for shortening the previously installed RCP culvert under Green Valley due to the relocation of the planned location of Hazardous Material Tank in the ditchline north of Green Valley Drive. The installation required relocation from the original design location due to existing telephone lines.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
35	1/27/2012	998.21	754,508.06
2I: Differing Site Conditions (unforeseeable). Additional safety concerns (unforeseeable). This Change Order compensates the Contractor for work associated with the removal and replacement of a crash cushion that was damaged by a vehicle on 4/8/2011. A police report is available for the accident. At the time of the incident, the crash cushion was located at the north end of CTB at approximately Sta 1046+67 on US 183 per Sheet 73 of Phase II Step 2 of the Traffic Control Plans.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
36	1/27/2012	966.06	755,474.12
2I: Differing Site Conditions (unforeseeable). Additional safety needs (unforeseeable). This Change Order compensates the Contractor for work associated with the removal and replacement of a crash cushion that was damaged by a vehicle on 2/9/2011. A police report is available for the accident. At the time of the incident, the crash cushion was located at the north end of CTB at approximately Sta 19+80 on SH 29 per Sheet 58A of Phase II Step 1A of the Traffic Control Plans.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
37	2/7/2012	23,118.52	778,592.64
1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a new Contract item to compensate the Contractor for costs associated with the cut and restore of pavement over drainage structures CC1, CC3, CC7 and CC9. In the original plans, an item was not included for payment of cutting and restoring pavement during the installation of cross culverts in areas under traffic.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
38	2/7/2012	291,200.20	1,069,792.84
2J: Differing Site Conditions (unforeseeable). Other. This Change Order compensates the Contractor for material costs associated with quantity overruns of the Type B and Type C HMA utilized in the portions of the project which required crown correction and overlay. 5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. This Change Order allows for the substitution of 1-inch D-GR HMA and 1-inch CMHB-F for the Contract specified 2-inches of SMA-C HMA.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
39	3/5/2012	38,496.27	1,108,289.11
1A: Design Error or Omission. Incorrect PS&E. This Change Order finalizes the compensation to the Contractor for the work associated with the embankment and removal of the temporary pavement on the project. Where applicable, the existing pay items were used to pay for the additional work. Where the work was deemed not similar in the scope of the original contract, the work was performed under force account. Additionally, the estimated quantities of hot mix asphalt and embankment for temporary pavement added by Change Order No. 12 have been adjusted to match field conditions.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
40	3/23/2012	67,003.19	1,175,292.30
6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). This Change Order provides for compensation to the contractor for the work associated with the changes to the driveway pavements and associated drainage due to added driveways and widened driveways at various locations due to ROW acquisitions. 3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order also provides for compensation to the Contractor for the widening, striping and drainage changes to River Run, which relocated the intersection with US 183 to the location of the River Run detour. In addition, a few driveways were changed from a flex base & hot mix asphalt section to an asphalt overlay.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
41	3/23/2012	8,130.50	1,183,422.80
2I: Differing Site Conditions (unforeseeable). Additional Safety Needs (unforeseeable). This Change Order adds a new Contract item to provide for restocking of additional crash cushions obtained by the Contractor that were not required to be used the project. On 4-18-2011, an accident on the project required using the last available crash cushion on the site for replacement of the damaged cushion. This was the sixth accident on a crash cushion and the project was about to start Traffic Control Plans (TCP) Phase II, steps A and B, which would have required two crash cushions on concrete traffic barrier. Subsequently, the TCP was revised and the crash cushions and concrete traffic barrier were removed. No more crash cushions were damaged by accidents, so the project did not use these additional crash cushions.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
42	8/30/2012	105,227.89	1,288,650.69
3M: County Convenience. Other. This change order allows Williamson County to adjust the amount of compensation to be paid to the contractor in proportion to the quality of the asphalt pavements produced and placed on the project.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
43	9/28/2012	1,025.74	1,289,676.43
2J: Differing site conditions. Additional safety needs (unforeseeable). This Change Order adds a new Contract item to compensate the Contractor for work associated with the removal and repair of metal beam guard fence (MBGF) at the northeast corner of South Gabriel Drive and northbound US 183. The MBGF was damaged by a vehicle on April 12, 2012. A police report is available for the accident.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
44	9/28/2012	71,999.51	1,361,675.94
1A. Design Error or Omission. Incorrect PS&E. This Change Order adds additional sign quantities and new Contract items to provide for additional signage installation as required per RFI Nos. 45 & 46 and as identified by TxDOT.			
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
45	2/8/2013	25,000.00	1,386,675.94
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order adds a new force account item to the Contract to account for additional erosion control devices and efforts required to provide permanent stabilization to the areas near the northbound and southbound bridges at the South San Gabriel River.			

Adjusted Price = \$16,064,403.78

Hero Way (US 183 to CR 269)
Project No. 10WC823

Original Contract Price = \$4,232,522.80

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/28/2010	12/15/2011	1/23/2012	2/3/2011	2/15/2013		365	0	365	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	2/1/2011	2/28/2011	0	\$188,841.24	\$188,841.24	\$20,982.36	\$20,982.36	5	0
2	3/1/2011	3/31/2011	0	\$184,032.05	\$372,873.29	\$20,448.01	\$41,430.37	10	0
3	4/1/2011	4/30/2011	0	\$152,816.07	\$525,689.36	\$16,979.56	\$58,409.93	14	0
4	5/1/2011	5/31/2011	0	\$174,343.03	\$700,032.39	\$19,371.45	\$77,781.38	18	0
5	6/1/2011	6/30/2011	0	\$409,176.00	\$1,109,208.39	\$45,464.00	\$123,245.38	29	0
6	7/1/2011	7/31/2011	0	\$60,186.25	\$1,169,394.64	\$6,687.36	\$129,932.74	30	0
7	8/1/2011	8/31/2011	0	\$132,146.49	\$1,301,541.13	\$14,682.94	\$144,615.68	34	0
8	9/1/2011	9/30/2011	0	\$37,783.92	\$1,339,325.05	\$4,198.21	\$148,813.89	35	0
9	10/1/2011	10/31/2011	0	\$67,271.94	\$1,406,596.99	\$7,474.67	\$156,288.56	37	0
10	11/1/2011	11/30/2011	0	\$223,440.76	\$1,630,037.75	\$24,826.75	\$181,115.31	42	0
11	12/1/2011	12/31/2011	0	\$221,063.08	\$1,851,100.83	\$24,562.56	\$205,677.87	48	0
12	1/1/2012	1/31/2012	9	\$70,609.37	\$1,921,710.20	\$7,845.54	\$213,523.41	50	2
13	2/1/2012	2/29/2012	29	\$392,182.74	\$2,313,892.94	-\$91,739.57	\$121,783.84	57	10
14	3/1/2012	3/31/2012	31	\$369,630.44	\$2,683,523.38	\$19,454.23	\$141,238.07	66	19
15	4/1/2012	4/30/2012	30	\$77,041.81	\$2,760,565.19	\$4,054.83	\$145,292.90	68	27
16	5/1/2012	5/31/2012	31	\$181,706.87	\$2,942,272.06	\$9,563.52	\$154,856.42	73	36
17	6/1/2012	6/30/2012	30	\$379,618.58	\$3,321,890.64	\$19,979.93	\$174,836.35	82	44
18	7/1/2012	7/31/2012	31	\$37,727.16	\$3,359,617.80	\$1,985.64	\$176,821.99	83	52
19	8/1/2012	9/30/2012	61	\$35,210.80	\$3,394,828.60	\$1,853.20	\$178,675.19	84	69
20	10/1/2012	10/31/2012	31	\$127,153.61	\$3,521,982.21	\$6,692.29	\$185,367.48	87	78
21	11/1/2012	11/30/2012	30	\$218,622.45	\$3,740,604.66	\$11,506.45	\$196,873.93	92	86
22	12/1/2012	12/31/2012	31	\$20,363.25	\$3,760,967.91	\$1,071.75	\$197,945.68	93	94
23	1/1/2013	1/31/2013	31	\$25,136.57	\$3,786,104.48	\$1,322.98	\$199,268.66	93	103
24	2/1/2013	2/28/2013	15	\$52,962.79	\$3,839,067.27	\$2,787.51	\$202,056.17	95	107

6/28/2013 Comments - The Ribbon Cutting Ceremony was held on 3/1/13. DNT has completed all punchlist items. The GEC is processing the final change orders and waiting on final contract deliverables from DNT. The Certificate of Completion is being prepared.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	4/26/2011	10,399.12	10,399.12
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This change order provides payment to the Contractor for installing woven wire fencing instead of barbed wire fencing due to the type of adjacent livestock. The Contractor will also install additional fencing for the Temporary Grading Easement and three water gaps across Brushy Creek to prevent the livestock from accessing the ROW during construction.			
1A: Design Error or Omission. Incorrect PS&E. The contract quantity for Temporary Sediment Control Fence is being increased to match the quantity shown on the SW3P plans.			
02	7/26/2011	-94,751.66	-84,352.54
1A: Design Error or Omission. Incorrect PS&E. This change order revises the contract quantities to utilize a flexible pavement section at the CR 269 tie-in, in lieu of the concrete pavement section quantified in the plans. This change order also corrects a quantity error in the Ty A hot mix, providing a significant cost savings to the County.			
03	8/2/2011	16,661.05	-67,691.49
1A: Design Error or Omission. Incorrect PS&E. This Change Order corrects the contract quantity of rip rap to match the designed quantity on the plans and summary sheet. 3H: County Convenience. Cost savings opportunity discovered during construction. The standard for curb inlets was changed from the specified TxDOT San Antonio District Standards to the TxDOT Austin District Standards. The City of Leander concurs with the change in inlet standards.			
04	8/2/2011	36,278.03	-31,413.46
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides compensation to the Contractor to expand Pond A and raise the pond elevation due to groundwater that was encountered during excavation to the proposed plan grade. The design of the vertical alignment of Storm Drain Line A was also adjusted. These changes have been approved by TCEQ.			
05	8/2/2011	550.00	-30,863.46
2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order provides compensation for additional work by the Contractor to cap an existing sanitary sewer line vent pipe, which is located in the middle of the proposed roadway.			

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	10/18/2011	11,790.00	-19,073.46

2G: Differing Site Conditions (unforeseeable). Unadjusted Utility (unforeseeable). This Change Order provides payment to the Contractor to upgrade the existing 12 inch waterline on the east side of the railroad tracks. The existing waterline is old and contains several bends, making it difficult to be installed with the proposed split encasement. The old line will be removed, the new waterline will be placed in the encasement, and then the entire section will be set back in line with the existing waterline. This will allow for the City of Leander to tie-in to the new section when they upgrade the rest of the existing line.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	5/24/2012	24,344.00	5,270.54

2J: Differing Site Conditions (unforeseeable). Other. This Change Order provides payment for lime treating subgrade on CR 269. 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds four months of Barricades, Signs and Traffic Handling to the contract to account for a portion of the project construction duration when utilities were not clear.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	7/19/2012	21,921.02	27,191.56

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). The existing material in the area where Bridge Class Structure #1 was to be extended was unsuitable due to running water under the existing culvert. It was determined that the material would have to be removed and rock would have to be placed to stabilize the area for the box extension. 1B: Design Error or Omission. Other. Plan quantities for the T101 Rail and the C411 Rail were quantified incorrectly.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	11/27/2012	10,007.50	37,199.06

2I: Additional safety needs (unforeseeable). This Change Order adds a new Contract item to compensate the Contractor for work associated with the removal and replacement of a crash cushion attenuator that was damaged by a vehicle during the weekend of August 11-12, 2012. 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds four months of Barricades, Signs and Traffic Handling to the Contract to account for a portion of the project construction duration when utilities were not clear.

Adjusted Price = \$4,269,721.86

SH 29 Two-Way Left Turn Lane at Liberty Hill
Project No. 11WC915

Original Contract Price = \$2,981,784.92

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
7/21/2011	8/31/2011	12/2/2011	12/17/2011	12/4/2012		260	94	354
	<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
	1	11/1/2011	11/30/2011	0	\$66,105.50	\$66,105.50	2	0
	2	12/1/2011	12/31/2011	15	\$104,377.00	\$170,482.50	6	4
	3	1/1/2012	1/31/2012	31	\$209,552.00	\$380,034.50	12	13
	4	2/1/2012	2/29/2012	29	\$372,594.00	\$752,628.50	24	21
	5	3/1/2012	3/31/2012	31	\$155,562.60	\$908,191.10	29	30
	6	4/1/2012	4/30/2012	30	\$54,359.00	\$962,550.10	31	38
	7	5/1/2012	5/31/2012	31	\$91,928.00	\$1,054,478.10	34	47
	8	6/1/2012	6/30/2012	30	\$419,262.40	\$1,473,740.50	48	56
	9	7/1/2012	7/31/2012	31	\$89,731.90	\$1,563,472.40	51	64
	10	8/1/2012	8/31/2012	31	\$361,244.18	\$1,924,716.58	62	73
	11	9/1/2012	9/30/2012	30	\$74,729.50	\$1,999,446.08	65	82
	12	10/1/2012	10/31/2012	31	\$131,441.55	\$2,130,887.63	69	90
	13	11/1/2012	11/30/2012	30	\$860,538.39	\$2,991,426.02	97	99
	14	12/1/2012	12/31/2012	4	\$40,367.08	\$3,031,793.10	98	100
	15	1/1/2013	2/28/2013	0	\$20,561.99	\$3,052,355.09	99	100
	16	3/1/2013	6/30/2013	0	\$51,225.74	\$3,103,580.83	100	100

6/28/2013 Comments - The Ribbon Cutting Ceremony was held on 12/13/12. Coordinating with TxDOT for acceptance of project so completion can be issued. GEC is processing the final balancing CO for signatures and Court approval.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	5/18/2012	18,000.00	18,000.00

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order increases the plan quantities for excavation and embankment on the project due to unsuitable subgrade material encountered in areas of the roadway widening. The unsuitable material will be excavated out and replaced with suitable embankment material from other areas the project. The Contractor will be compensated based upon actual field measurements of the areas of unsuitable material.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/4/2012	23,206.60	41,206.60

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a new Item to the Contract for Temporary Special Shoring necessary to construct the box culvert extensions that are part of the plans due to steep slopes that could not be benched due to the proximity of the roadway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	8/24/2012	16,900.00	58,106.60

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a Contract Item to compensate the Contractor to expose and adjust the location of the existing AT&T phone line at Driveways 15, 17 and 18 during installation of the driveway culvert pipes. The Change Order also adds additional days to the Contract time due to delays caused by AT&T not relocating the additional unadjusted existing utility line in conflict schedule critical items on the project. Fifty-four (54) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	8/24/2012	5,427.24	63,533.84

1A: Design Error or Omission. Incorrect PS&E. This Change Order extends the culverts for Driveways 15 and 17 to create one continuous culvert instead of two separate structures, since there would be no separation between the culverts SETs once the culverts were adjusted to be centered on the existing driveway locations. 2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). This Change Order deletes rip rap that is no longer needed due to the construction of right turn lanes to the new Liberty Hill High School by others in the same locations where concrete rip rap was specified. The Change Order also add a driveway at Sta 335+40 Left that was not evident in the field.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	11/27/2012	10,274.00	73,807.84

4B: Third Party Accommodation. Third party requested work. This Change Order adds a driveway and driveway culvert at Sta 318+20 Left that was not evident in the field at the request of the property owner. This Change Order also adds additional time to procure & deliver materials and construct both additional driveways at Sta 318+20 and Sta 335+40. Forty (40) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	5/7/2013	-313.92	73,493.92

4B: Third Party Accommodation. Third party requested work. This Change Order adds a hot mix overlay to six (6) driveways on the project to match the other driveways within the project limits. 2E: Differing Site Conditions (unforeseeable). Miscellaneous Differences in site conditions (unforeseeable). This Change Order documents overruns and underruns to various existing bid items due to actual field conditions.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	6/25/2013	35,077.42	108,571.34

3M: County Convenience. Other. As required by Item 341, this Change Order adds Contract items to adjust the amount of compensation to be paid to the Contractor in proportion to the quality of the asphalt pavement produced and placed on the project. As required by Item 585, this Change Order also adds a Contract item to adjust the amount of compensation to be paid to the Contractor in proportion to the ride quality of the final asphalt surface on the project.

Adjusted Price =	\$3,090,356.26
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CR 260/266 @ SH 29
Project No. 12IFB00005

Original Contract Price = \$568,980.50

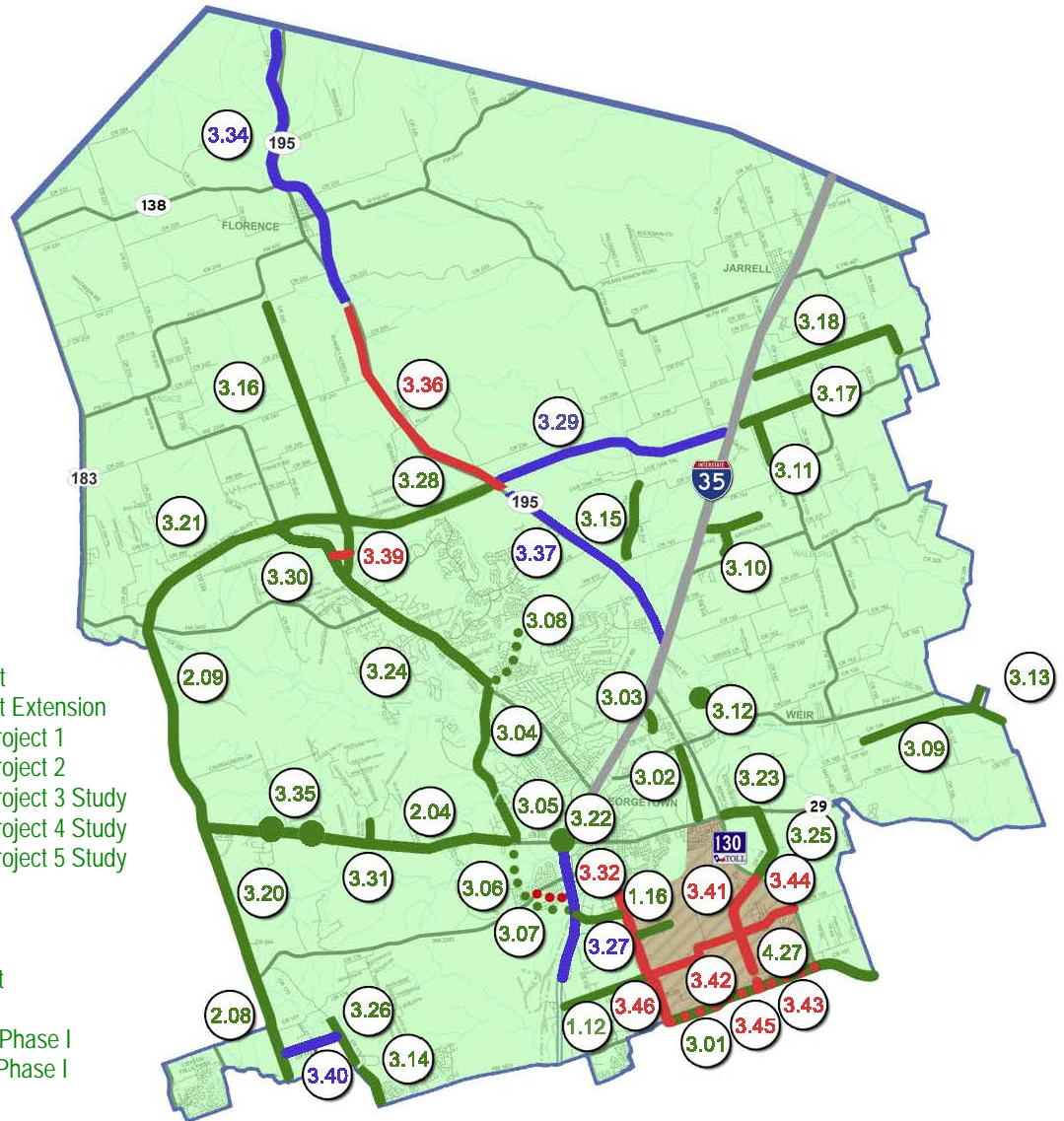
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
7/11/2012	7/31/2012	10/5/2012	10/15/2012	4/9/2013		150	0	150	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	10/15/2012	11/30/2012	47	\$74,562.75	\$74,562.75	\$8,284.75	\$8,284.75	15	31
2	12/1/2012	1/31/2013	62	\$22,815.00	\$97,377.75	\$2,535.00	\$10,819.75	19	73
3	2/1/2013	2/28/2013	28	\$221,641.20	\$319,018.95	\$24,626.80	\$35,446.55	62	91
4	3/1/2013	3/31/2013	31	\$99,640.64	\$418,659.59	\$11,071.18	\$46,517.73	82	112
5	4/1/2013	4/30/2013	9	\$79,640.68	\$498,300.27	\$8,848.97	\$55,366.70	97	118
6/28/2013	Comments -	The Ribbon Cutting Ceremony was held on 5/3/2013. Patin has completed the punchlist items except vegetative establishment. GEC awaiting final quantity invoice in order to prepare balancing Change Order. Change Order No. 1 been issued to the Contractor for signature which adds the removal of an existing driveway and preliminary quantity adjustments.							
						Adjusted Price =		\$568,980.50	

PRECINCT 3

COMMISSIONER COVEY

Completed/Open to Traffic

- 2.04 Cedar Hollow @ SH 29
- 3.01 Chandler Rd. – Phase 1
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop – Project 1
- 3.05 Georgetown Inner Loop – Project 2
- 3.06 Georgetown Inner Loop – Project 3 Study
- 3.07 Georgetown Inner Loop – Project 4 Study
- 3.08 Georgetown Inner Loop – Project 5 Study
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 2.08 Ronald W. Reagan South – Phase I
- 2.09 Ronald W. Reagan North – Phase I
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.20 Ronald W. Reagan South - Phase 2
- 3.21 Ronald W. Reagan North - Phase 2
- 4.27 Chandler Rd. – Phase 2
- 3.22 IH-35 @ SH 29 Turnarounds (PTF)
- 3.23 SH 29/CR 104 – Phase 1
- 1.12 CR 111 (Westinghouse Rd.)
- 1.16 SE Inner Loop at FM 1460
- 3.24 Williams Drive (RM 2338)
- 3.25 CR 104 – Phase 2
- 3.26 CR 175 Extension - Phase 2A
- 3.28 Ronald W. Reagan North - Phase 3
- 3.30 RM 2338 (PTF)
- 3.31 SH 29 Improvements Study & Schematic
- 3.35 SH 29 @ Park Place Dr. & Jack Nicklaus Blvd.



Under Construction / Bidding

- 3.27 IH-35 Northbound Frontage Rd. and Ramps (PTF)
- 3.29 Ronald W. Reagan North - Phase 4
- 3.34 SH 195 Project 1
- 3.37 SH 195 Project 3
- 3.40 CR 179

In Design

- 3.32 SW Bypass Planning Study
- 3.36 SH 195 Project 2
- 3.39 CR 245 Realignment
- 3.41 CR 110 / Arterial A Study Area
- 3.42 CR 111 (FM 1460 to SH 130)
- 3.43 Chandler Road Expansion
- 3.44 CR 110 North Schematic (North of CR 107 to Inner Loop)
- 3.45 CR 110 Middle (North of Limmer Loop to CR 107)
- 3.46 FM 1460 North

Williams Drive (DB Wood Rd to FM 3405)
Project No. 09WC706

Original Contract Price = \$11,464,068.41

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
12/17/2008	1/20/2009	3/2/2009	3/16/2009	4/13/2011		570	133	703
	<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
	1	3/1/2009	3/31/2009	16	\$409,766.45	\$409,766.45	3	2
	2	4/1/2009	4/30/2009	30	\$275,352.93	\$685,119.38	5	7
	3	5/1/2009	5/31/2009	30	\$780,300.96	\$1,465,420.34	11	11
	4	6/1/2009	6/30/2009	30	\$409,988.45	\$1,875,408.79	14	15
	5	7/1/2009	7/31/2009	30	\$439,814.28	\$2,315,223.07	17	19
	6	8/1/2009	8/31/2009	31	\$748,866.19	\$3,064,089.26	22	24
	7	9/1/2009	9/30/2009	30	\$1,044,554.30	\$4,108,643.56	30	28
	8	10/1/2009	10/31/2009	31	\$560,440.65	\$4,669,084.21	34	32
	9	11/1/2009	11/30/2009	28	\$489,651.00	\$5,158,735.21	38	36
	10	12/1/2009	12/31/2009	30	\$347,909.60	\$5,506,644.81	40	41
	11	1/1/2010	1/31/2010	30	\$236,560.28	\$5,743,205.09	42	45
	12	2/1/2010	2/28/2010	28	\$255,322.06	\$5,998,527.15	44	49
	13	3/1/2010	3/31/2010	31	\$258,010.86	\$6,256,538.01	46	53
	14	4/1/2010	4/30/2010	30	\$212,301.25	\$6,468,839.26	47	58
	15	5/1/2010	5/31/2010	30	\$417,038.91	\$6,885,878.17	51	62
	16	6/1/2010	6/30/2010	30	\$528,804.07	\$7,414,682.24	54	66
	17	7/1/2010	7/31/2010	30	\$252,045.70	\$7,666,727.94	56	70
	18	8/1/2010	8/31/2010	31	\$849,838.78	\$8,516,566.72	62	75
	19	9/1/2010	9/30/2010	29	\$726,706.61	\$9,243,273.33	68	79
	20	10/1/2010	10/31/2010	31	\$974,180.24	\$10,217,453.57	75	83
	21	11/1/2010	11/30/2010	29	\$1,146,780.24	\$11,364,233.81	83	87
	22	12/1/2010	12/31/2010	30	\$786,049.59	\$12,150,283.40	89	92
	23	1/1/2011	1/31/2011	30	\$297,612.45	\$12,447,895.85	91	96
	24	2/1/2011	2/28/2011	28	\$245,840.70	\$12,693,736.55	93	100
	25	3/1/2011	3/31/2011	31	\$172,843.13	\$12,866,579.68	94	104
	26	4/1/2011	4/30/2011	13	\$152,128.70	\$13,018,708.38	95	106
	27	6/1/2011	6/30/2011	0	\$94,473.54	\$13,113,181.92	96	106
	28	7/1/2011	7/31/2011	0	\$33,774.00	\$13,146,955.92	96	106
	29	8/1/2011	11/30/2011	0	\$53,780.25	\$13,200,736.17	97	106
	30	12/1/2011	1/31/2012	0	\$14,491.52	\$13,215,227.69	97	106
	31	2/1/2012	2/29/2012	0	\$33,235.20	\$13,248,462.89	97	106
	32	3/1/2012	3/31/2012	0	\$32,649.25	\$13,281,112.14	97	106
	33	6/1/2012	6/30/2012	0	\$12,221.00	\$13,293,333.14	97	106
	34	7/1/2012	12/31/2012	0	\$9,331.30	\$13,302,664.44	98	0

6/28/2013 Comments - The Ribbon Cutting Ceremony was held on 12/16/10. Punchlist items are complete and the Certificate of Completion is being prepared. GEC issued the balancing change order & final pay estimate for signature, and is preparing the files for close out.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/9/2009	-22,295.80	-22,295.80

3H: County Convenience. Cost savings opportunity discovered during construction. This change order adds Item 351, Flexible Pavement Structure Repair (4") to the contract, which will be in lieu of the original Item 351, Flexible Structure Repair (10"). The pavement condition of Williams Drive does not warrant the 10" repair and can be accomplished with a 4" repair.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/15/2009	818,430.82	796,135.02

4B: Third Party Accommodation. Third party requested work. This change order upgrades the proposed Chisholm Trail Special Utility District (CTSUD) waterline (Segments A and C) from an 18" waterline to a 24" waterline. This will be funded in full by CTSUD. Thirty-three (33) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	10/27/2009	6,018.38	802,153.40

4B: Third Party Accommodation. Third party requested work. 6C: Untimely ROW/Utilities. Utilities not clear. This change order pays the Contractor for various items of extra work necessary to install the Chisholm Trail Special Utility District (CTSUD) waterline and for one day of idle equipment due to a request by CTSUD not to work on in the vicinity of their waterline.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	3/9/2010	-243,410.00	558,743.40

3H: County Convenience. Cost savings opportunity discovered during construction. This change order documents the revisions to the pay quantities due to a change in the method of installation of the waterline encasement pipe and adjustment of quantities to meet field conditions. Encasement pipe installation was changed from a bore to an open cut at various locations.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	3/4/2010	6,191.26	564,934.66

6C: Untimely ROW/Utilities. Utilities Not Clear. This Change Order sets up a force account item for Contractor payment. Verizon telephone conduits were in conflict with CTSUD Waterline D. Lowering the profile of waterline D was the solution. This extra work was due to additional excavation required.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	3/9/2010	126,046.65	690,981.31

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). 3F: County Convenience. Additional work desired by the County. 1A: Design Error or Omission. Incorrect PS&E. This change order documents changes to the driveway pay items, adds a pay item for Concrete Driveways, adds culvert pipe bypasses at electrical poles and telephone manholes and changes the slope on pipe culverts that are parallel to the roadway from 3:1 to 6:1.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	3/23/2010	18,759.00	709,740.31

4B: Third Party Accommodation. Third party requested work. This change order adds a 24" gate valve to the project at the request of Chisholm Trail Special Utility District on Waterline D at Sta. 8+20.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	3/23/2010	6,427.15	716,167.46

2: Differing Site Conditions. 2D: Environmental remediation 2G: Unadjusted utility (unforeseeable). This change order adds items to pay for work necessary to clear existing features for installation of the CTSUD 24" Waterline C. The waterline installation encountered an unknown geological feature at Sta. 559+00 Right, and an abandoned City wastewater manhole and City waterline vault near Sta. 601+00 at Woodlake Drive.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	3/23/2010	2,307.03	718,474.49

6C: Untimely ROW/Utilities. Utilities not clear. This change order adds a pay item for backfilling holes in the new roadway alignment (in the future shoulder) that were left behind when the telephone poles were removed.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	7/1/2010	8,051.71	726,526.20

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order compensates the Contractor for additional work to excavate and backfill an existing trench that is in conflict with the proposed 24" waterline assignment of Waterline C from Sta. 92+00 to 96+00. CTSUD has approved and agreed to pay for this work.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	8/18/2010	9,165.00	735,691.20

2C: Differing Site Conditions (unforeseeable). New development (conditions changing after PS&E completed). and 3L. County Convenience. Revising safety work/measures desired by the County. This change order adds the removal of existing concrete valley gutters at the intersections of: (1) Williams Drive and Woodlake Drive and (2) Williams Drive and Wildwood Drive.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	9/13/2010	24,846.25	760,537.45

4B. Third Party Accommodation. Third party requested work. The change order establishes a force account pay item for installation of landscape pavers in the center medians of four (4) driveways at the request of the City of Georgetown. The change order also changes the construction material of the HEB and Bank of America driveways from asphalt to concrete at the request of the City of Georgetown.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	9/13/2010	24,200.00	784,737.45

3E. County Convenience. Reduction of future maintenance. This change order adds a pay item for a soil retention blanket, including the grass seed, to control erosion along the side of the roadway and to facilitate grass establishment. The amount of drill seeding is reduced by the same area of added blanket.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
14	9/13/2010	3,600.00	788,337.45

4B. Third Party Accommodation. Third party requested work. This change order adds a pay item to haul Portable Concrete Traffic Barrier from the project to the TxDOT storage yard located at IH 35 and Parmer instead of the yard at IH 35 and Westinghouse Road. TXDOT requested the PCTB be delivered for storage to the Parmer location after use.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
15	11/9/2010	676,011.22	1,464,348.67

4B: Third Party Accommodation. Third party requested work. At the request of the City of Georgetown, this change order deletes the strain pole signals and adds mast arm signal assemblies, adds a fiber optic interconnection between the signals, and adds roadway improvements at the intersection of Williams Drive and DB Wood/Shell Road to match a City improvement project on DB Wood/Shell Road. Sixty-five (65) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
16	1/31/2011	4,500.00	1,468,848.67

3F: County Convenience. Additional work desired by the County. This change order compensates the Contractor for signal maintenance on the existing signals that remained in use during the project. 3F: County Convenience. (Related to) Additional work desired by City of Georgetown. This change order adds 35 days to the contract due to a delay in the availability of materials for the additional signals. Refers to Change Order 15.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
17	5/10/2011	86,291.48	1,555,140.15

3M: County Convenience. Other. This change order allows Williamson County to adjust the amount of compensation to be paid to the Contractor in proportion to the quality of the asphalt pavement produced and placed on the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
18	5/10/2011	3,638.38	1,558,778.53

3L: County Convenience. Revising safety work / measures desired by the County. This change order documents the locations on the project where the City/County Change Order Review Team approval a proposal to use Type B hot mix asphalt in lieu of flex base to increase the safety of the traveling public through the minimization of disruptions to traffic operations and long-term lane closures during the construction of the side streets.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
19	6/15/2011	35,863.48	1,594,642.01

2C: New development (conditions changing after PS&E were completed). This change order pays the Contractor for revisions to the project drainage and the Bank of America driveway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
20	6/20/2011	61,255.50	1,655,897.51

3F: County Convenience. Additional work desired by County. 4B: Third Party Accommodation. Third party requested work. The change order adds safety illumination at the intersections of Williams Drive and FM 3405 and Williams Drive and Jim Hogg Drive. Adding safety illumination at these intersections was requested by the Texas Department of Transportation and Williamson County due to the high volume of traffic at each intersection.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
21	6/24/2011	77,292.75	1,733,190.26

3L: County Convenience. Revising safety work / measures desired by the County. This change order documents overruns to metal beam guard fence and concrete rip rap pay items. These items were increased to protect and stabilize steep slopes along the roadway.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
22	6/24/2011	168,550.30	1,901,740.56

3F: Third Party Accommodation. Additional work desired by the County. This change order documents overruns and underruns to items related to driveway, storm sewer pipe, safety end treatments and area inlets.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
23	6/24/2011	40,694.60	1,942,435.16

4B: Third Party Accommodation. Third Party requested work. This change order documents overruns and under runs to existing pay items for the Chisholm Trail Special Utility District and the City of Georgetown waterlines.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
24	6/24/2011	65,088.88	2,007,524.04

3F: County Convenience. Additional work desired by the County. 3L: Revising safety work/measures desired by the County. 4B: Third Party Accommodation. Third party requested work. This change order provides for balancing the overruns and under runs to the contract bid item quantities as a result of addressing field conditions not accounted for in the original plans. This change order documents overruns and under runs to final pay quantities on the roadway construction pay items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
25	10/25/2011	53,780.25	2,061,304.29

3M: County Convenience. Other. As required by Item 341, this Change Order adjusts the amount of compensation paid to the Contractor based upon the quality of the remaining hot mix asphalt surface produced and placed on the project. The Contractor has met the requirements to receive an asphalt production & placement bonus for the remaining hot mix asphalt surface on the project.

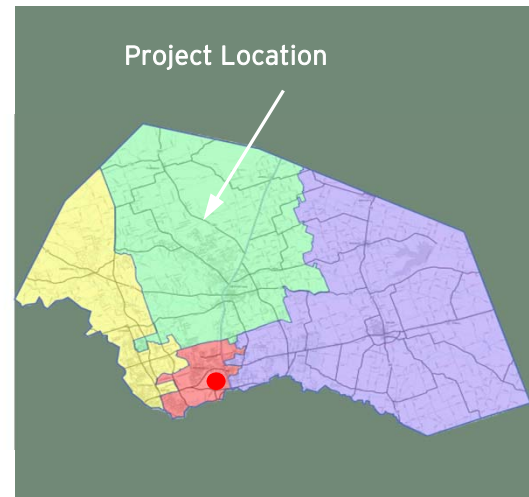
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
26	12/6/2011	83,476.00	2,144,780.29

1A: Design Error or Omission. Incorrect PS&E. This Change Order compensates the Contractor for the cost of additional metal beam guardrail and related items that have been added to the project to protect traffic from a steep side slope located in the clear zone near Old Oak Drive. 3L: County Convenience. Revising safety work/measures desired by the County. One lightpole foundation will be removed and the Contractor will adjust the slope of the adjacent ground around three other foundations to improve safety for the traveling public.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
27	3/23/2012	25,870.26	2,170,650.55

1A: Design Error or Omission. Incorrect PS&E. This Change Order provides compensation to the Contractor to modify the cross slope of the pedestrian crosswalk at the intersection of Wildwood and Williams Drive to meet ADA requirements. This work includes removing and replacing the asphalt surface to change the cross slope of the cross walk and removing and replacing the pedestrian ramps to match the new pavement slopes. 4B: Third Party Accommodation. Third party requested work. TXDOT requested additional signs on FM 3405.

Adjusted Price = \$13,634,718.96



RONALD W. REAGAN BLVD. NORTH, PHASE 3

(RM 2338 TO South of SH 195)

Project Length: 5.01 Miles
 Roadway Classification: Urban Arterial
 Roadway Section: Two-lanes and shoulders
 Structures: One two-lane bridge

Project Schedule: March 2011 - June 2013
 Estimated Construction Cost: \$9.6 Million



JUNE 2013 IN REVIEW

06/07/2013: Subcontractor DIJ completed installation of pavement markings on Reagan Blvd and FM 2338. Subcontractor N-Line completed installation of small signs and placed electronic message boards on CR 245, and on Reagan Blvd approaching SH 195 to provide additional warning for the new stop signs at the intersection with Reagan. Subcontractor BMP watered for vegetation establishment. The Ribbon Cutting Ceremony was held at intersection of Ronald Reagan Blvd and Sun City Blvd. Reagan Boulevard was opened to traffic from SH 195 to RM 2338.

06/14/2013: Ranger Excavating and their subcontractors began working on anticipated punchlist items.

06/21/2013: Ranger and their subcontractors continued general project clean up. BMP watered for vegetation establishment.

06/28/2013: Ranger backfilled and graded around small signs at various locations. Punchlist activities will continue until vegetation is established.



Design Engineer: Stanley/Cobb Fendley
 and TBG Partners
 Contractor: Ranger
 Construction Observation:
 Benji May, CP&Y

Williamson County
 Road Bond Program



PRIME
 STRATEGIES,
 INC.

Ronald Reagan Blvd. North Phase 3 (RM 2338 to SH 195)
Project No. 11WC902

Original Contract Price = \$9,449,782.66

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/8/2010	2/16/2011	5/23/2011	3/31/2011	June 2013		630	0	630	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	4/1/2011	4/30/2011	0	\$210,016.80	\$210,016.80	\$23,335.20	\$23,335.20	2	0
2	5/1/2011	5/31/2011	0	\$718,268.12	\$928,284.92	\$79,807.57	\$103,142.77	11	0
3	6/1/2011	6/30/2011	28	\$848,230.38	\$1,776,515.30	\$94,247.82	\$197,390.59	20	4
4	7/1/2011	7/31/2011	31	\$418,465.80	\$2,194,981.10	\$46,496.20	\$243,886.79	25	9
5	8/1/2011	8/31/2011	31	\$356,504.40	\$2,551,485.50	\$39,611.60	\$283,498.39	29	14
6	9/1/2011	9/30/2011	30	\$560,341.80	\$3,111,827.30	\$62,260.20	\$345,758.59	36	19
7	10/1/2011	10/31/2011	31	\$527,944.35	\$3,639,771.65	\$58,660.48	\$404,419.07	42	24
8	11/1/2011	11/30/2011	30	\$405,323.99	\$4,045,095.64	\$45,036.00	\$449,455.07	47	29
9	12/1/2011	12/31/2011	31	\$35,120.41	\$4,080,216.05	\$3,902.27	\$453,357.34	47	34
10	1/1/2012	2/29/2012	60	\$1,237.50	\$4,081,453.55	\$137.50	\$453,494.84	47	43
11	3/1/2012	3/31/2012	31	\$493,983.51	\$4,575,437.06	\$54,887.06	\$508,381.90	53	48
12	4/1/2012	4/30/2012	30	\$768,931.31	\$5,344,368.37	\$85,436.81	\$593,818.71	62	53
13	5/1/2012	5/31/2012	31	\$364,456.51	\$5,708,824.88	\$19,181.92	\$613,000.63	66	58
14	6/1/2012	6/30/2012	30	\$175,130.56	\$5,883,955.44	\$9,217.40	\$622,218.03	68	63
15	7/1/2012	7/31/2012	31	\$585,821.65	\$6,469,777.09	-\$281,703.45	\$340,514.58	71	67
16	8/1/2012	8/31/2012	31	\$339,921.15	\$6,809,698.24	\$17,890.59	\$358,405.17	74	72
17	9/1/2012	9/30/2012	30	\$297,292.56	\$7,106,990.80	\$15,646.98	\$374,052.15	78	77
18	10/1/2012	10/31/2012	31	\$544,192.78	\$7,651,183.58	\$28,641.72	\$402,693.87	84	82
19	11/1/2012	11/30/2012	30	\$387,662.43	\$8,038,846.01	\$20,403.29	\$423,097.16	88	87
20	12/1/2012	12/31/2012	31	\$242,796.96	\$8,281,642.97	\$12,778.79	\$435,875.95	90	92
21	1/1/2013	1/31/2013	31	\$80,650.91	\$8,362,293.88	\$4,244.78	\$440,120.73	91	97
22	2/1/2013	2/28/2013	12	\$63,772.41	\$8,426,066.29	\$3,356.44	\$443,477.17	92	99
23	3/1/2013	3/31/2013	0	\$266,576.30	\$8,692,642.59	-\$266,076.30	\$177,400.87	92	99
24	4/1/2013	4/30/2013	0	\$32,752.68	\$8,725,395.27	\$668.42	\$178,069.29	92	99
25	5/1/2013	5/31/2013	0	\$258,557.93	\$8,983,953.20	\$5,276.69	\$183,345.98	95	99

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	7/12/2011	32,550.00	32,550.00

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).

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/20/2011	1,314.05	33,864.05

1A: Design Error or Omission. Incorrect PS&E. This Change Order corrects the quantity for the length of the bridge beams at Berry Creek and adds a pay item for drill shaft cores.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	10/25/2011	75,804.00	109,668.05

3F: County Convenience. Additional work desired by the County. The Change Order compensates the Contractor for installing fencing along the ROW where property was donated for the project (Madison). This Change Order also adds quantities to the Prep ROW, Excavation, Embankment, and Curb & Gutter Items in the Contract for the portion of the roadway north of SH 195; which were inadvertently omitted by the Engineer during the bidding process.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	12/12/2011	41,952.68	151,620.73

2D: Differing Site Conditions (unforeseeable). Environmental remediation. This Change Order provides payment to the Contractor for investigating and backfilling karst features discovered during construction. The features are to backfilled according to a plan approved by the TCEQ. 3F: County Convenience. Additional work desired by the County. This Change Order also adds a drop inlet to the project at Sta. 1104+90 to improve drainage.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	12/20/2012	40,000.00	191,620.73

3F: County Convenience. Additional work desire by County. This Change Order adds locations of rock riprap and rock berms to the project, as recommended by the designer. 2D: Differing Site Conditions (unforeseeable). Environmental remediation. This Change Order also adds a Contract Item to compensate the Contractor by force account for maintenance of the rock berms where grass has not been established due to the drought conditions.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	5/18/2012	-220,543.62	-28,922.89

3M: County Convenience. Other. This Change Order removes the portion of the project north of Sta. 1144+00 (south of the original approach to the Yearwood Bridge) to north of SH 195 from the Contract. 3F: County Convenience. Additional Work Desired by the County. This Change Order also adds a Contract Item for the engineering design and materials delivery of the revised Yearwood Tunnel to Contech which has been included in the Reagan North Phase 4 Construction Contract.

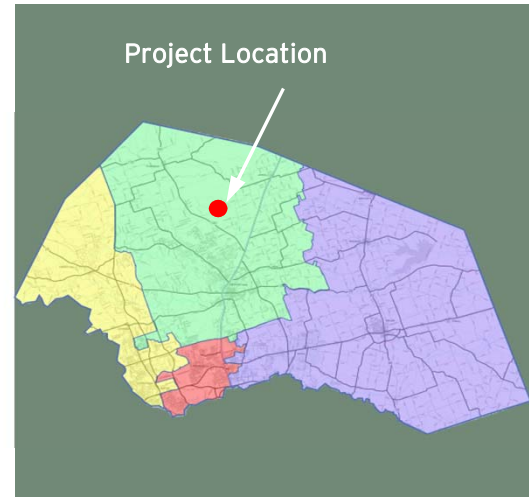
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	4/23/2013	32,921.10	3,998.21

4B: Third Party Accommodations. Third party requested work. This Change Order adds a new Contract Item to install a driveway at Sta 1129+81 for Madison who donated ROW for the project. 2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order also adds new Contract items for the Contractor to install a 4" conduit & 2" waterline across the roadway to maintain an existing private waterline in conflict with the construction at Sommerset.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	4/23/2013	182,875.44	186,873.65

3F: County Convenience. Additional work desired by the County. This Change Order adds a 10 LF widening of the new pavement of Ronald Reagan Blvd at the intersections with RM 2338 and CR 245 (both north and south approaches) to provide a left turn lane while maintaining 7 LF wide shoulders. The addition of the left turn lane will increase the safety of the traveling public and the 7 LF wide shoulders will promote safety for the bicyclists using the shoulders at these intersections.

Adjusted Price = \$9,636,656.31



RONALD W. REAGAN BLVD. NORTH, PHASE 4

(South of SH 195 to CR 237)

Project Length: 5.99 Miles
 Roadway Classification: Urban Arterial
 Roadway Section: Two-lanes and shoulders
 Structures: Three two-lane bridges

Project Schedule: May 2012 - November 2013
 Estimated Construction Cost: \$14.2 Million



JUNE 2013 IN REVIEW

06/14/2013: Ranger continued to finish final flex base ahead of priming and paving operations from the CR 234 intersection to one mile north and excavated and placed flex base at CR 234. Subcontractor Greater Austin (GAD) placed slab forms on the Tributary to Dry Berry Creek Bridge. Subcontractor DIJ placed final pavement markings on SH 195. Subcontractor N-Line completed installing small signs south of SH 195 and Subcontractor BMP completed placing the remaining topsoil, mulch, and seed south of SH 195 and watered for vegetation establishment. Subcontractor JBK extended utility sleeves and installed culvert pipe at various locations.

06/28/2013: Ranger switched traffic from CR 239 to Regan Blvd for a portion of the roadway located approximately one mile north of SH 195 to north of SH 195. The Contractor began constructing driveways from the CR 239 right of way, obliterated a portion of existing CR 239, and embanked material for side slopes along the new roadway. Ranger placed remaining flex base on the north end of the project. GAD continued to place slab forms for the bridge deck on the Tributary to Dry Berry Creek Bridge located north of CR 234. JBK continued installing remaining driveway culvert pipes. DIJ placed pavement markings and N-Line placed barricades and small signs for CR 239 traffic switch. Subcontractor BMP began placing final topsoil near SH 195.



Design Engineer: AECOM
 Contractor: Ranger
 Construction Observation:
 Benji May, CP&Y

Williamson County
 Road Bond Program



Ronald Reagan Blvd. North Phase 4 (South of SH 195 to CR 237)
Project No. 12IFB00010

Original Contract Price = \$14,032,624.33

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
1/31/2012	3/20/2012	5/11/2012	5/13/2012	11/14/2013		539	0	539	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	5/1/2012	5/31/2012	6	\$185,451.30	\$185,451.30	\$20,605.70	\$20,605.70	1	1
2	6/1/2012	6/30/2012	30	\$22,476.60	\$207,927.90	\$2,497.40	\$23,103.10	2	7
3	7/1/2012	7/31/2012	31	\$235,781.64	\$443,709.54	\$26,197.96	\$49,301.06	3	12
4	8/1/2012	8/31/2012	31	\$237,153.96	\$680,863.50	\$26,350.44	\$75,651.50	5	18
5	9/1/2012	9/30/2012	30	\$600,754.30	\$1,281,617.80	\$66,750.48	\$142,401.98	10	24
6	10/1/2012	10/31/2012	31	\$949,120.02	\$2,230,737.82	\$105,457.78	\$247,859.76	17	29
7	11/1/2012	11/30/2012	30	\$950,458.23	\$3,181,196.05	\$105,606.47	\$353,466.23	25	35
8	12/1/2012	12/31/2012	31	\$772,630.33	\$3,953,826.38	\$85,847.81	\$439,314.04	31	41
9	1/1/2013	1/31/2013	31	\$1,089,043.38	\$5,042,869.76	\$121,262.25	\$560,576.29	39	47
10	2/1/2013	2/28/2013	28	\$1,146,496.06	\$6,189,365.82	\$127,388.45	\$687,964.74	48	52
11	3/1/2013	3/31/2013	31	\$1,161,198.99	\$7,350,564.81	-\$300,970.97	\$386,993.77	54	58
12	4/1/2013	4/30/2013	30	\$692,536.29	\$8,043,101.10	\$36,449.28	\$423,443.05	59	63
13	5/1/2013	5/31/2013	31	\$860,329.21	\$8,903,430.31	\$45,280.48	\$468,723.53	66	69

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	9/28/2012	40,000.00	40,000.00

2D: Differing Site Conditions (unforeseeable). Environmental remediation. This Change Order adds a force account to pay for additional work necessary to mitigate two (2) karst features discovered during excavation for the Yearwood Tunnel.

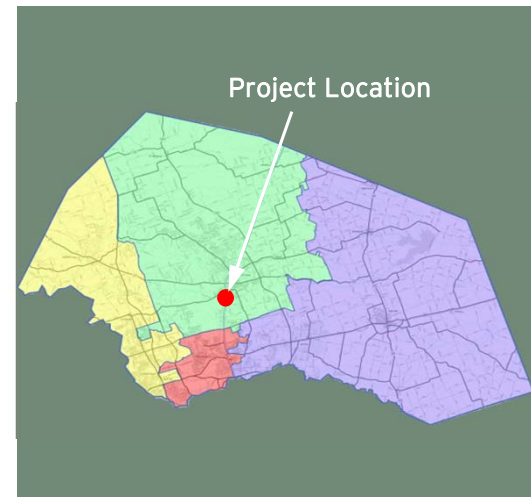
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	3/26/2013	80,283.40	120,283.40

1A: Design Error/Omission. Incorrect PS&E. This Change Order adds driveways for the Yearwood property that were not included in the PS&E to maintain access to the ranch road which was cut off with the acquisition of the Reagan ROW. 3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order adds new Contract items for encasement pipe with a thinner wall thickness. This change has been approved by CTSUD's design engineer. 6B. Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). This change order adds steel encasement sleeves for the Irvine and Austin White Lime properties per the ROW acquisition requirements.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	5/13/2013	100,020.20	220,303.60

3F: County Convenience. Additional work desired by County. This Change Order adds a hot mix asphalt overlay and striping on CR 237 from the end of the Ronald Reagan North Phase 4 project limits to the southbound IH 35 Frontage Road.

Adjusted Price = \$14,252,927.93



IH 35 NORTHBOUND FRONTAGE ROAD (Westinghouse to SH 29)

Project Length: 3.6 Miles
Roadway Classification: Interstate Frontage Road
Roadway Section: Two or Three Lanes with Auxiliary Lanes
Structures: Three Bridges

Project Schedule: February 2013 - November 2014
Estimated Construction Cost: \$18.7 Million



JUNE 2013 IN REVIEW

06/14/2013: Hunter is fine grading the final course of flex base on the proposed westbound half of Inner Loop. Subcontractor HL Chapman continues milling to subgrade north of FM 2243. Hunter continues to haul and place this material in the fill sections south of FM 2243 and north of W Fork Smith Branch. Subcontractor McKinney Drilling completed the abutment drill shafts on the east side of IH 35 and all but the wingwall drill shafts on the west side of IH 35. Hunter formed and poured the final two columns on Bent 4 of the South San Gabriel River Bridge. Subcontractor Royal Vista excavated and installed the 18in RCP, 24in RCP, and curb inlets on Storm System 1 and began installing 18in RCP, 24in RCP, and curb inlets on Storm System 2.

06/28/2013: Subcontractor Royal Vista formed and poured inlet lids on Storm System A and the backless inlet on the north side of Inner Loop. Royal Vista also excavated and installed the 24in RCP on Culvert NBN260, and installed the remaining 18in RCP on System B. The Contractor processed first course flex base south of FM 2243 and north of W Fork Smith and Hunter began hauling and placing final course flex base. Hunter poured the cap on Bent 2, poured Abutment 1 on the South San Gabriel Bridge, and is tying steel, setting forms, and pouring the web walls at Bent 5.



Design Engineer: HNTB
Contractor: Hunter Industries
Construction Observation:
HDR

Williamson County
Pass Through Financing Program



PRIME
STRATEGIES,
INC.

IH 35 Northbound Frontage Road (Pass Through Financing)**Project No. 13IFB00108**

Original Contract Price = \$18,690,161.52

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
11/28/2012	12/18/2012	2/11/2013	4/1/2013	9/30/2014		548	0	548
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>	
1	2/25/2013	3/31/2013	0	\$9,421.00	\$9,421.00	0	0	
2	4/1/2013	4/30/2013	30	\$1,464,965.65	\$1,474,386.65	8	5	
3	5/1/2013	5/31/2013	31	\$1,407,888.24	\$2,882,274.89	15	11	

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/4/2013	102,415.22	102,415.22

3F: County Convenience. Additional work desired by the County. This Change Order adds a new Contract item for the permanent and a temporary crossing of the existing Georgetown Railroad by the northbound Frontage Road.

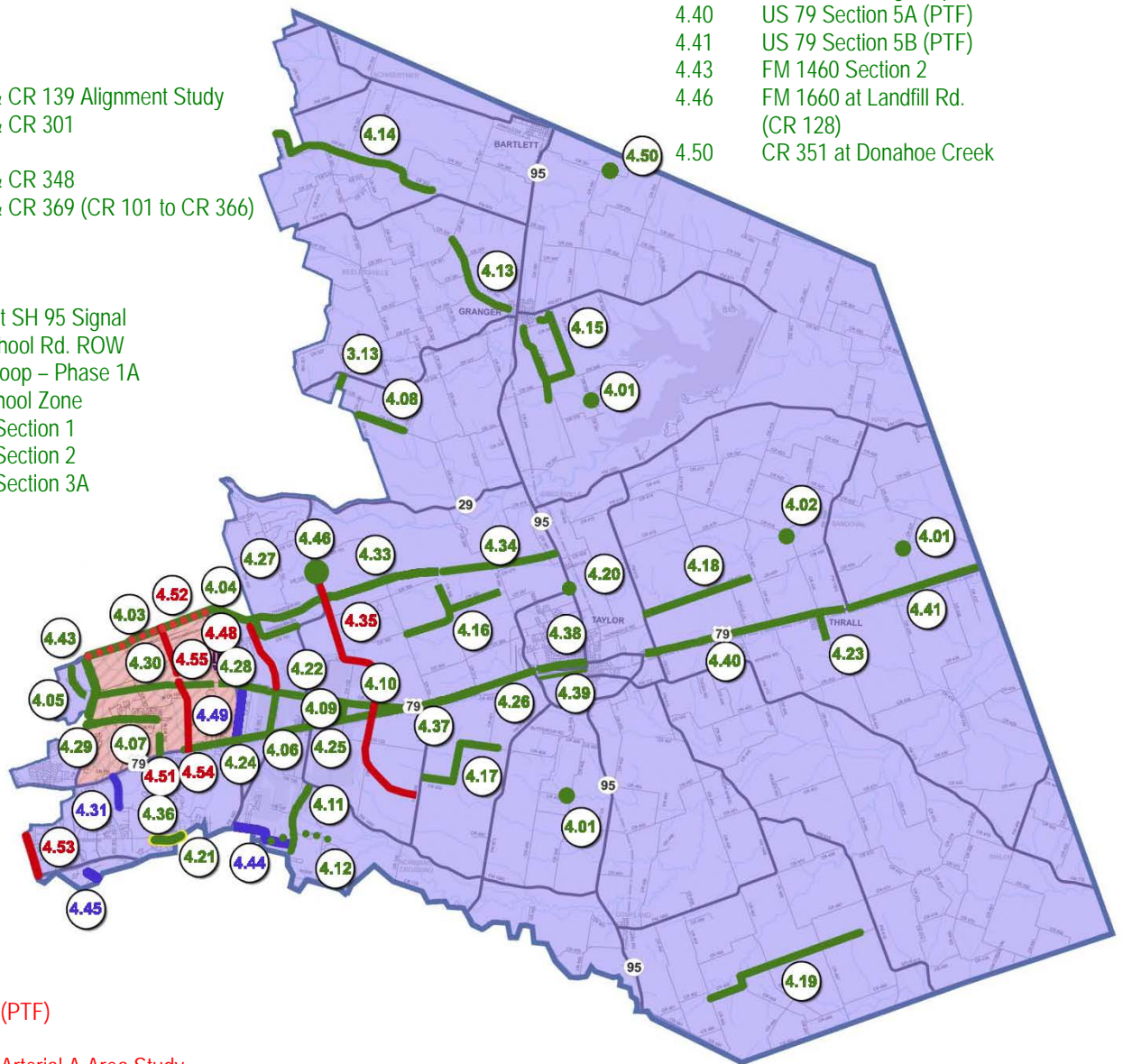
Adjusted Price = \$18,792,576.74

PRECINCT 4

COMMISSIONER MORRISON

Completed/Open to Traffic

- | | | | |
|------|---|------|-------------------------------------|
| 4.01 | Bridge Replacements Phase 1
(CR 406, CR 390, CR 427) | 4.27 | Chandler Rd. – Phase 2 |
| 4.02 | Bridge Replacements Ph. 2A (CR 424) | 4.28 | Limmer Loop – Phase 1B |
| 4.03 | Chandler Rd. – Phase 1 | 4.29 | CR 113 / Old Settlers Blvd. |
| 4.04 | CR 100 | 4.30 | Limmer Loop – Phase 1C |
| 4.05 | CR 112 – Phase 1 | 4.33 | Chandler Rd. – Phase 3A |
| 4.06 | CR 119 | 4.34 | Chandler Rd. – Phase 3B |
| 4.07 | CR 122 at US 79 | 4.36 | Gattis School Road |
| 4.08 | CR 124 | 4.37 | US 79 - Section 3 (PTF) |
| 3.13 | CR 157 | 4.38 | 2 nd Street Improvements |
| 4.09 | CR 132 | 4.39 | BUS 79 Drainage Improvements |
| 4.10 | CR 136 | 4.40 | US 79 Section 5A (PTF) |
| 4.11 | CR 137 | 4.41 | US 79 Section 5B (PTF) |
| 4.12 | CR 138 & CR 139 Alignment Study | 4.43 | FM 1460 Section 2 |
| 4.13 | CR 300 & CR 301 | 4.46 | FM 1660 at Landfill Rd.
(CR 128) |
| 4.14 | CR 302 | 4.50 | CR 351 at Donahoe Creek |
| 4.15 | CR 347 & CR 348 | | |
| 4.16 | CR 368 & CR 369 (CR 101 to CR 366) | | |
| 4.17 | CR 404 | | |
| 4.18 | CR 412 | | |
| 4.19 | CR 466 | | |
| 4.20 | FM 397 at SH 95 Signal | | |
| 4.21 | Gattis School Rd. ROW | | |
| 4.22 | Limmer Loop – Phase 1A | | |
| 4.23 | Thrall School Zone | | |
| 4.24 | US 79 – Section 1 | | |
| 4.25 | US 79 – Section 2 | | |
| 4.26 | US 79 – Section 3A | | |



In Design

- 4.35 FM 1660 (PTF)
- 4.48 CR 119
- 4.51 CR 110 / Arterial A Area Study
- 4.52 Chandler Road Expansion
- 4.53 IH 35 Operational Analysis
- 4.54 CR 110 South (US 79 to Limmer Loop)
- 4.55 CR 110 Middle (North of Limmer Loop to CR 107)

Under Construction/Bidding

- 4.31 Kenney Fort Boulevard – Phase 1
- 4.44 CR 138
- 4.45 CR 170
- 4.49 CR 108

Second Street Roadway Improvements (US 79 West of Taylor to SH 95 in the City of Taylor)

Project No. 10WC821

Original Contract Price = \$8,973,072.80

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/28/2010	12/15/2010	2/17/2011	2/19/2011	2/7/2013		530	177	707	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	2/1/2011	2/28/2011	0	\$61,343.32	\$61,343.32	\$6,815.92	\$6,815.92	1	0
2	3/1/2011	3/31/2011	27	\$651,589.55	\$712,932.87	\$72,398.84	\$79,214.76	8	4
3	4/1/2011	4/30/2011	30	\$378,020.47	\$1,090,953.34	\$42,002.28	\$121,217.04	12	8
4	5/1/2011	5/31/2011	31	\$262,721.42	\$1,353,674.76	\$29,191.27	\$150,408.31	15	12
5	6/1/2011	6/30/2011	30	\$348,273.39	\$1,701,948.15	\$38,697.04	\$189,105.35	19	17
6	7/1/2011	7/31/2011	31	\$243,961.94	\$1,945,910.09	\$27,106.88	\$216,212.23	22	21
7	8/1/2011	8/31/2011	31	\$250,164.25	\$2,196,074.34	\$27,796.03	\$244,008.26	25	25
8	9/1/2011	9/30/2011	30	\$280,868.21	\$2,476,942.55	\$31,207.58	\$275,215.84	28	30
9	10/1/2011	10/31/2011	31	\$437,074.04	\$2,914,016.59	\$48,563.78	\$323,779.62	33	34
10	11/1/2011	11/30/2011	30	\$413,934.17	\$3,327,950.76	\$45,992.69	\$369,772.31	38	38
11	12/1/2011	12/31/2011	31	\$311,627.83	\$3,639,578.59	\$34,625.31	\$404,397.62	42	43
12	1/1/2012	1/31/2012	31	\$287,888.06	\$3,927,466.65	\$31,987.56	\$436,385.18	45	47
13	2/1/2012	2/29/2012	29	\$408,497.72	\$4,335,964.37	-\$208,176.53	\$228,208.65	47	51
14	3/1/2012	3/31/2012	31	\$414,584.16	\$4,750,548.53	\$21,820.22	\$250,028.87	51	56
15	4/1/2012	4/30/2012	30	\$306,823.02	\$5,057,371.55	\$16,148.58	\$266,177.45	55	60
16	5/1/2012	5/31/2012	31	\$330,501.27	\$5,387,872.82	\$17,394.80	\$283,572.25	58	64
17	6/1/2012	6/30/2012	30	\$452,399.63	\$5,840,272.45	\$23,810.51	\$307,382.76	63	68
18	7/1/2012	7/31/2012	31	\$249,183.80	\$6,089,456.25	\$13,114.94	\$320,497.70	66	73
19	8/1/2012	8/31/2012	31	\$440,577.54	\$6,530,033.79	\$23,188.29	\$343,685.99	71	77
20	9/1/2012	9/30/2012	30	\$403,202.52	\$6,933,236.31	\$21,221.18	\$364,907.17	75	81
21	10/1/2012	10/31/2012	31	\$304,120.24	\$7,237,356.55	\$16,006.33	\$380,913.50	78	86
21A	11/1/2012	11/30/2012	0	\$213,699.55	\$7,451,056.10	\$11,247.35	\$392,160.85	81	86
22	11/1/2012	11/30/2012	30	\$497,575.21	\$7,948,631.31	\$26,188.17	\$407,101.67	86	90
23	12/1/2012	12/31/2012	31	\$331,951.51	\$8,280,582.82	\$17,471.13	\$424,572.80	90	94
24	1/1/2013	1/31/2013	31	\$773,271.07	\$9,053,853.89	-\$251,047.62	\$173,525.18	95	99
25	2/8/2013	4/16/2013	0	\$85,991.85	\$9,139,845.74	\$1,754.93	\$175,280.11	96	99
26	4/17/2013	5/31/2013	0	\$248,999.67	\$9,388,845.41	\$5,081.63	\$180,361.74	98	99

6/28/2013 Comments - A Ribbon Cutting Ceremony was held on 3/7/13 at the Howard Theater in Taylor, TX. FTWoods is watering for vegetative establishment and completing remaining punchlist items. Subcontractor Joe Bland completed the additional side street paving on Vance, Talbot, Victoria, and Sloan Streets. Oncor has begun to pull wire for the illumination throughout the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	7/26/2011	100,915.00	100,915.00

4B: Third Party Accommodation. Third party requested work. The City of Taylor has requested additional work (see attached) be added to the contract. This additional work will be paid for by the City of Taylor as part of the ILA with Williamson County. Twelve (12) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	7/26/2011	(\$26,176.60)	74,738.40

2C: Differing Site Conditions. New development (conditions changing after PS&E completed). This change order adjusts the contract quantities to accommodate an adjacent City of Taylor project on Sloan Street. Improvements at Sloan Street will be included in the City's project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	10/27/2011	-89,324.55	-14,586.15

3M: County Convenience. Other. After discussions between Williamson County and the City of Taylor regarding illumination for the proposed roadway, it was determined that the number of illumination poles will be reduced from eighty-four (84) to fifty-eight (58).

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	10/27/2011	99,145.75	84,559.60

4B: Third Party Accommodation. Third party requested work. The City of Taylor has requested additional utility work under existing contract items be added to the portion of the contract reimbursed by the City. The additions to contract quantities include: additional 8" waterline on Talbot Street and Vance Street, additional 12" waterline on Fowler Street, additional 8" wastewater line south of Annie Street, additional 16" steel encasement on Vance Street, an additional water service for the Custom Trucks property, and additional fire hydrants throughout the project. The Contractor will provide as-built markups of the additional utility line and appurtenances installed per the City of Taylor's direction in the field. Thirty-five (35) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	2/14/2012	44,204.92	128,764.52

4B: Third Party Accommodation. Third party requested work. The City of Taylor has requested the Contractor to install a fireline connection consisting of three water vaults for the Taylor ISD building at the 2nd Street/Park Street intersection that was not identified during the development of the project. This additional utility work will be added to the portion of the Contract reimbursed by the City. Seven (7) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	9/11/2012	99,966.85	228,731.37

4B: Third Party Accommodation. Third party requested work. The City of Taylor has requested additional quantities of existing utility items and new items be added to the contract. Items include: waterlines and fittings, wastewater lines and materials, and coring manholes for additional wastewater services not included in the plans. Sixty-nine (69) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
07	9/20/2012	-16,558.50	212,172.87

5B: Contractor Convenience. Contractor requested change in the sequence and/or method of work. 3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order adds a new Contract Item to allow the Contractor to place one 4" lift of Ty B HMAC in lieu of two 2" lifts of Ty C HMAC, as requested by the Contractor. This change will shorten the impact and inconvenience of paving operations to adjacent property owners by speeding up the placement of these four inches of HMAC and will save the County \$1.50/ton.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	12/18/2012	16,138.00	228,310.87

4B: Third Party Accommodation. Third party requested work. The City of Taylor has requested the Contractor install additional drainage items and upsize existing items to eliminate flooding concerns for the Reese property located between Victoria Street and Howard Street on the north side of 2nd Street. The additional drainage facility up to the alley behind the Reese property and the cost of upsizing the drainage facilities will be reimbursed by the City of Taylor. Ten (10) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
09	12/18/2012	9,414.85	237,725.72

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order adds new Contract Items for five (5) 18"x18" area inlets in various locations, one (1) Ty C 10' curb inlet, and one (1) Ty AD inlet in order to eliminate ponding that would occur between the sidewalk and the ROW limit on the north side of 2nd Street due runoff from adjacent properties into the ROW not accounted for in the original design. Small amounts of 18" RCP and PVC pipe will also be added in order to connect these new inlets to the proposed 2nd Street drainage system. Six (6) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
10	12/18/2012	82,445.37	320,171.09

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adjusts the Contract quantities to account for a plan revision to reroute Wastewater Line D down Talbot and 1st Street to tie into the original location, bypassing three existing AT&T duct banks. The plans for Wastewater Line D showed an existing AT&T duct bank with a given elevation that allowed the proposed wastewater line to be installed underneath. However, there were another two duct banks beneath the one identified on the plans. These additional duct bank will not allow the Contractor to install Wastewater Line D per the original plans. 4B: Third Party Accommodation. Third party requested work. The City of Taylor has requested the installation of an 8"x8" tapping sleeve and valve to tie the Taylor Bedding building fire line into the recently installed waterline. Twenty-six (26) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
11	12/18/2012	6,616.00	326,787.09

4B: Third Party Accommodation. Third party requested work: This Change Order adds a new Contract Item to install a fire line connection and lead off of the new water main for the Taylor Volunteer Fire Department building at the City of Taylor's request. Two (2) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
12	12/18/2012	104,108.25	430,895.34

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable) (Item 9): This Change Order adjusts the quantity of concrete pavement removal in the Contract due to encountering a subsurface section of 6" unreinforced concrete pavement 68' wide by 1365' long inside the limits of the roadway excavation. The quantity added for concrete pavement removal will be deducted from the Contract excavation quantity. 1A: Design Error or Omission. Incorrect PS&E. The Change Order also adjusts the Contract quantities to account for an area shown on the plans as existing asphalt paving to be removed when in fact it was concrete paving. The quantity added for concrete pavement removal will be deducted from the Contract asphalt pavement removal quantity.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
13	2/19/2013	17,408.50	448,303.84

4B: Third Party Accommodation. Third party requested work. The City of Taylor has requested additional driveways be constructed for various properties throughout the project and for various proposed driveways to be widened to more closely match existing conditions. As driveways are added or widened, the sidewalk quantity will be reduced.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
14	2/19/2013	48,644.40	496,948.24

4B: Third Party Accommodation. Third party requested work. The City of Taylor has requested additional wastewater work (installation of: manhole, clean out, drop connection, & pipe) on Sloan Street be installed by the Contractor along with the installation of additional water and wastewater services throughout 2nd Street. This additional work will be reimbursed by the City of Taylor per the ILA with Williamson County. Ten (10) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
15	2/19/2013	-1,925.75	495,022.49

3H: County Convenience. Cost savings opportunity discovered during construction. The proposed street sign post/assemblies are designed for highway use and do not match existing posts/assemblies in Taylor. New Contract Items will be added to match the existing posts/assemblies and the original proposed quantities will be deleted from the Contract. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). New Contract Items will also be added to address miscellaneous differences in the field conditions including the addition of concrete aprons around some of the yard drains, adjusting & lowering one yard drain to improve drainage flow, and creating saw tooth curb for pedestrian and vehicular safety.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
16	4/2/2013	254,081.30	749,103.79

4B: Third Party Accommodation. Third party requested work: The City of Taylor has requested full width reconstruction of the pavement on S. Talbot Street, S. Vance Street, S. Victoria Street, and S. Sloan Street, including 10 inches of Grade 4 flex base and 2" of Type C hot mix asphalt, in lieu of only repairing the utility trench crossing. Attached is a sketch of the side streets to be reconstructed and the parameters. This work will be reimbursed in full by the City of Taylor.

Adjusted Price = \$9,722,176.59

Chandler Road Phase 3A (FM 1660 to Chandler Road Ph. 3B)
Project No. 10WC822

Original Contract Price = \$6,654,874.15

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
9/20/2012	10/20/2010	11/7/2011	11/17/2011	12/14/2012		365	30	395	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	6/1/2011	8/31/2011	0	\$52,950.60	\$52,950.60	\$5,883.40	\$5,883.40	1	0
2	9/1/2011	11/30/2011	13	\$273,459.65	\$326,410.25	\$30,384.40	\$36,267.80	5	3
3	12/1/2011	12/31/2011	31	\$129,632.18	\$456,042.43	\$14,403.58	\$50,671.38	7	11
4	1/1/2012	1/31/2012	31	\$143,910.00	\$599,952.43	\$15,990.00	\$66,661.38	9	19
5	2/1/2012	2/29/2012	29	\$324,902.41	\$924,854.84	\$36,100.27	\$102,761.65	14	26
6	3/1/2012	3/31/2012	31	\$559,702.13	\$1,484,556.97	\$62,189.12	\$164,950.77	23	34
7	4/1/2012	4/30/2012	30	\$597,470.22	\$2,082,027.19	\$66,385.58	\$231,336.35	32	42
8	5/1/2012	5/31/2012	31	\$515,519.87	\$2,597,547.06	\$57,279.99	\$288,616.34	40	50
9	6/1/2012	6/30/2012	30	\$679,972.59	\$3,277,519.65	\$75,552.51	\$364,168.85	50	57
10	7/1/2012	7/31/2012	31	\$324,540.27	\$3,602,059.92	\$36,060.03	\$400,228.88	55	65
11	8/1/2012	8/31/2012	31	\$424,546.07	\$4,026,605.99	\$47,171.78	\$447,400.66	62	73
12	9/1/2012	9/30/2012	30	\$321,635.66	\$4,348,241.65	\$35,737.30	\$483,137.96	67	81
13	10/1/2012	10/31/2012	31	\$1,141,558.05	\$5,489,799.70	-\$194,201.13	\$288,936.83	80	88
14	11/1/2012	11/30/2012	30	\$74,430.94	\$5,564,230.64	\$3,917.41	\$292,854.24	81	96
15	12/1/2012	12/31/2012	14	\$1,132,606.36	\$6,696,837.00	\$59,610.86	\$352,465.10	98	99
16	1/1/2013	1/31/2013	0	\$243,864.42	\$6,940,701.42	-\$210,818.13	\$141,646.97	98	99
17	2/1/2013	2/28/2013	0	\$62,930.55	\$7,003,631.97	\$1,284.29	\$142,931.26	99	99
18	3/1/2013	3/31/2013	0	\$63,894.50	\$7,067,526.47	\$1,303.97	\$144,235.23	100	99

6/28/2013 Comments - The Ribbon Cutting Ceremony was held on 12/20/12. Substantial Completion was granted effective 12/14/12. Chasco continues to water for vegetation establishment and completed all concrete erosion controls. Subcontractor Matoka has completed the rock rip rap controls. No work has begun on the additional erosion control blanket added by Change Order #5. Coordinating with Chasco for pricing on Change Order to adjust roadway grades at the FM 1660 intersection in advance of TxDOT switching the stop condition to FM 1660.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	3/29/2012	210,914.46	210,914.46

6B: Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). This Change Order adds driveways, culverts, and utility sleeves at various locations along the project as a requirement of the right of way acquisition agreements between the County and the adjacent land owners. In addition, the 200 LF of roadway not constructed in the previous Chandler Road Ph 3B Project due to the delay in ROW acquisition has been added to this project and the quantities included in this Change Order. 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adjusts the vertical profile of the roadway in response to Atmos requirements for clearance over a pair of high pressure gas lines, quantified with existing Contract items.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	3/29/2012	77,374.50	288,288.96

3F: County Convenience. Additional work desired by the County. This Change Order adds the relocation and encasement of the Jonah waterlines at two locations on the project, plans for which were not available at the time the construction contract was bidding. The Jonah waterlines will be encased where they cross the new roadway both near the intersection of FM 1660 and near the intersection of CR 101 to meet the requirements of the utility accommodation policy.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	10/30/2012	111,703.50	399,992.46

4B: Third Party Accommodation. Third party requested work. This Change Order adjusts quantities and adds new Contract items to revise the drainage and the profile grade of Chandler Road in the vicinity of CR 101 at the request of adjacent property owners. 4C: Third Party Accommodation. Compliance requirements of new laws and/or policies. This Change Order changes four (4) driveways on the project that are now in the Taylor City Limits from asphalt to concrete due to City requirements. Thirty (30) days were added to the Contract schedule.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
04	12/18/2012	52,634.44	452,626.90

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds erosion control measures to the project to address locations where runoff from the adjacent fields drains into the ROW, adds guardrail from Sta. 63+50 to 68+20 along the north side of the roadway due to slopes steeper than 3:1, and adds a driveway culvert pipe at Driveway O to minimize ponding water. 3F: County Convenience. Additional work desired by the County. This Change Order also changes the seed mix to a custom County standard as directed by the County Engineer and changes the application method to drill seeding, which generates a cost savings to the County. The new seed mix contains a higher concentration of Bermuda grass seed and is much more resistant to the herbicides utilized by the adjacent farmers.

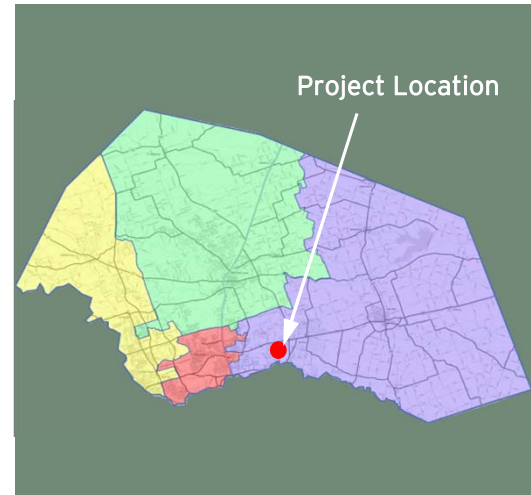
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	4/30/2013	43,850.00	496,476.90

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds additional quantities of various erosion control measures to the project to address locations where runoff from the adjacent fields drains onto the project.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
06	5/17/2013	65,196.47	561,673.37

3M: County Convenience. Other. As required by Item 341, this Change Order adds Contract items to adjust the amount of compensation to be paid to the Contractor inproportion to the quality of the asphalt pavement produced and placed on the project.

Adjusted Price =	\$7,216,547.52
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CR 138

(SH 130 to CR 137)

Project Length: 1.9 Miles

Roadway Classification: Rural Collector

Roadway Section: Two-lane Undivided

Project Schedule: October 2012 - June 2013

Estimated Construction Cost: \$2.5 Million



JUNE 2013 IN REVIEW

06/07/2013: Subcontractor Wheeler completed driveway paving and completed final course paving on the mainlanes and intersections.

06/14/2013: Aaron Concrete requested Substantial Completion as of 6/10/2013. Striping was completed except for the stop bar at the side streets and centerline buttons.

06/21/2013: Subcontractor RSI began non-regulatory street sign installation. Substantial Completion will be granted as of 6/17/2013 when all lane closures were completed.

06/28/2013: Aaron began working on punchlist items.



Design Engineer: Baker-Aicklen
Contractor: Aaron Concrete
Construction Observation:
Ryan Rivera, HNTB

Williamson County
Road Bond Program

CR 138 (SH 130 to CR 137)**Project No. 12IFB00004**

Original Contract Price = \$2,470,871.13

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
6/29/2012	7/24/2012	9/21/2012	10/1/2012	6/30/2013		270	3	273

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	10/1/2012	11/30/2012	61	\$476,026.56	\$476,026.56	\$52,891.84	\$52,891.84	21	22
2	12/1/2012	12/31/2012	31	\$361,797.83	\$837,824.39	\$40,199.76	\$93,091.60	37	34
3	1/1/2013	1/31/2013	31	\$315,132.30	\$1,152,956.69	\$35,014.70	\$128,106.30	51	45
4	2/1/2013	2/28/2013	28	\$295,520.82	\$1,448,477.51	\$32,835.65	\$160,941.95	64	55
5	3/1/2013	3/31/2013	31	\$313,929.48	\$1,762,406.99	-\$68,183.69	\$92,758.26	74	67
6	4/1/2013	4/30/2013	30	\$138,352.25	\$1,900,759.24	\$7,281.70	\$100,039.96	80	78

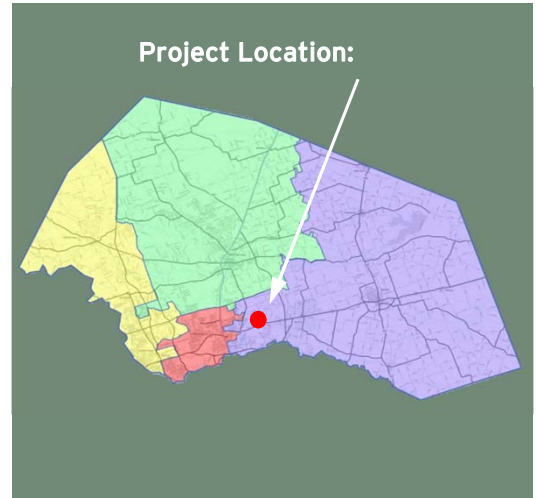
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	2/26/2013	13,145.00	13,145.00

3F. County Convenience. Additional work desired by the County. This Change Orders adds a new Contract item to remove two property fences that encroach into the CR 138 ROW on both sides of Greenridge Drive and install new fences along the ROW. 4B. Third Party Accommodation. Third party requested work. This Change Order also adds a new Contract item for the installation of two new water services on the reimbursable Manville WSC waterline relocations which were not included in the original design plans.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	6/25/2013	20,408.62	33,553.62

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds eight (8) driveway culverts with SETs at driveway locations that had existing culverts under the driveways but were not specified to be replaced in the original plans. Additional new mailbox stands will be installed at the existing locations since the conditions of the existing mailbox stands will not allow them to be relocated. This Change Order also adds a new Contract item to lower a 4" waterline under a driveway in order to reduce the driveway grade, which exceeded County criteria. 3E: County Convenience. Reduction of future maintenance. This Change Order adds a new Contract item for soil retention blankets along the edges of the roadway, in ditches, & on steep backslopes and additional quantity of concrete rip rap to minimize erosion. 2E: Differing Site Conditions (unforeseeable). Miscellaneous differences in site conditions (unforeseeable)

Adjusted Price = \$2,504,424.75



CR 108

(US 79 to Limmer Loop)

Project Length: 1.7 Miles

Roadway Classification: Minor Arterial

Roadway Section: Two-lane Undivided

Project Schedule: March 2013 - November 2013

Estimated Construction Cost: \$3.2 Million



JUNE 2013 IN REVIEW

06/07/2013: DNT continued working subgrade and began placing & processing first course base from Limmer Loop to Station 43+00. Subcontractor Greater Austin (GAD) continued forming & pouring curb inlets for Storm Lines C and D and formed & poured the upstream wingwall at Culvert H.

06/14/2013: DNT cut to subgrade from Sta 43+00 to 23+00 and compacted the subgrade. The Contractor placed and processed first course flex base in the same limits and began placing & processing second course flex base from Sta 73+00 to 43+00. GAD continues forming & pouring curb inlets for Storm Lines A and B and poured the downstream wingwall of Culvert H.

06/21/2013: DNT cut subgrade from Station 23+00 to 8+00. Second course flex base was placed and processed from Station 43+00 to 23+00, and third course flex base was placed and processed from Limmer Loop to Station 43+00. GAD completed installation of all storm system inlets.

06/28/2013: DNT dumped base south of Sta. 23+00, processed second course base from Sta 23+50 to 44+50, and began working final course flex base from Sta 7+00 to 23+00.



Design Engineer: K. Friesen
Contractor: DNT Construction
Construction Observation:
Ryan Rivera, HNTB

Estimated Completion Date:
November 2013

CR 108 (US 79 to Limmer Loop)
Project No. 13IFB00118

Original Contract Price = \$3,187,303.97

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
12/31/2012	2/5/2013	2/7/2013	2/22/2013	Fall 2013		270	0	270	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>
1	3/1/2013	3/31/2013	27	\$44,458.91	\$44,458.91	\$4,939.88	\$4,939.88	2	10
2	4/1/2013	4/30/2013	30	\$320,056.05	\$364,514.96	\$35,561.78	\$40,501.66	13	21
3	5/1/2013	5/31/2013	31	\$432,660.07	\$797,175.03	\$48,073.34	\$88,575.00	28	33
4	6/1/2013	6/30/2013	30	\$488,513.65	\$1,285,688.68	\$54,279.30	\$142,854.30	45	44
Adjusted Price =									\$3,187,303.97

Commissioners Court - Regular Session

24.

Meeting Date: 07/16/2013

To discuss and take appropriate action on the Department of Infrastructures projects and issues update

Submitted For: Robert Daigh

Submitted By:

Lydia Linden, Unified
Road System

Department: Unified Road System

Agenda Regular Agenda Items

Category:

Information

Agenda Item

To discuss and take appropriate action on the Department of Infrastructure's projects and issues update.

Background

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 06/20/2013

Reviewed By

Wendy Coco

Date

06/20/2013 03:20 PM

Started On: 06/20/2013 01:24 PM

Meeting Date: 07/16/2013

IH35 Operational Analysis HDR PSA

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and consider approving HDR Engineering, Inc. Professional Service Agreement (PSA) for the IH 35 corridor between SH45 and RM1431 Operational Study.

Background

This project has an executed Advance Funding Agreement (AFA) between the County and TxDOT where the costs will be allocated based on 80% Federal Funding and 20% Local Government funding.

Attachments

IH35OperationalAnalysis_HDR_PSA

IH35OperationalAnalysis_HDR_WA1

Form Review

Inbox

Hal Hawes

Jalyn Morris

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 07/11/2013

Reviewed By

Hal Hawes

Jalyn Morris

Wendy Coco

Date

07/11/2013 08:23 AM

07/11/2013 08:38 AM

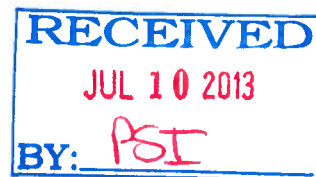
07/11/2013 03:37 PM

Started On: 07/10/2013 06:27 PM

Contract No. IH35 Operational Analysis
(FM1431-SH45)

HDR Engineering

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 *RFQ process with interview*
 - ☐ 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

Contract No. _____

Notices (as applicable)

- ☐ 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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EXHIBIT III	<i>Compensation for Additional Professional Services</i>
EXHIBIT IV	<i>Production Schedule</i>
EXHIBIT V	<i>Procedures for Termination or Suspension</i>
EXHIBIT VI	<i>Standard DOT Title VI Assurances</i>
EXHIBIT VII	<i>Insurance Requirements</i>
APPENDIX A	<i>Scope of Services</i>
APPENDIX B	<i>Engineer's Qualification Statement</i>

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

WHEREAS, **County** proposes to conduct an operational study focusing on vehicular and freight traffic studies to enhance connectivity to IH35, identify congestion mitigation recommendations, and prepare preliminary exhibits and cost estimates;

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.

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.

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 2011 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. International Building Code, current edition as updated
 - i. National Electrical Code, latest edition
 - j. Williamson County Design Criteria & Project Development Manual, latest edition
 - k. 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 1,825 calendar days, unless terminated earlier as provided for herein. **Engineer** shall complete all work as described in the Scope of Services within 1,825 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 and/or as set-out in a Work Authorization issued by County. ✓
- 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 Agreement, 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: Rashed Islam, P.E.
Vice President
HDR Engineering
504 Lavaca Street, Suite 1175
Austin, TX

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

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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: Director of Contract Services
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

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M 7/10/2013

- 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 _____, 201 ____.

THE ENGINEER:

HDR Engineering, Inc.

BY: 

Printed Name: Rashed Islam, P.E.

Title: Vice President

WILLIAMSON COUNTY:

BY: _____

Dan A. Gattis, Williamson County Judge

OK
my 7/12/2013

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 \$1,812,500.00.
- 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 \$1,812,500.00, 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 2011-2012 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. ____ (TEMPLATE)

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 HDR Engineering, 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 _____, 201__.

ENGINEER:
HDR Engineering, Inc.

COUNTY:
Williamson County, Texas

By: _____
Signature

By: _____
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 *(based on approved rates in PSA Exhibit II executed by Commissioners Court action – additional/new rates cannot be added through a Work Authorization)*

EXHIBIT II
HOURLY RATES

	HDR Engineering, Inc.	UT-CTR	CP&Y	K. Friese/Assoc's	GRAM
Project Principal	\$230.00	\$230.00	\$230.00	\$230.00	\$230.00
Sr. Project Manager	\$210.00	\$210.00	\$215.00	\$210.00	\$210.00
Sr. Traffic Engineer	\$175.00	\$177.00		\$175.00	\$175.00
Sr. Engineer			\$170.00		
Project Engineer	\$125.00	\$96.00	\$130.00	\$125.00	\$125.00
Sr. Environmental Project	\$150.00	\$150.00		\$150.00	\$150.00
Environmental Manager			\$165.00		
Sr. Environmental Specialist			\$125.00		
Environmental Specialist			\$90.00		
Design Engineer	\$120.00	\$120.00	\$115.00	\$120.00	\$120.00
EIT	\$110.00		\$100.00	\$110.00	\$110.00
Sr. CADD Operator	\$110.00		\$95.00	\$90.00	\$90.00
GIS Analyst			\$80.00		
Clerical	\$80.00	\$45.00	\$80.00	\$80.00	\$80.00
GRA		\$56.00			
UGRA		\$13.00			

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my 7/17/2013

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 Production Schedule set out in Appendix A and/or as set out in a Work Schedule provided in a particular Work Authorization for Fee Services or Work-Ordered Based 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

STANDARD DOT TITLE VI ASSURANCES

During the performance of this Agreement, the Engineer, for itself, its assignees and successors in interest agrees as follows:

(1) Compliance with Regulations: The **Engineer** shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The **Engineer**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The **Engineer** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the **Engineer** for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the **Engineer** of the **Engineer's** obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The **Engineer** shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the **Engineer's** noncompliance with the nondiscrimination provisions of this Agreement, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the **Engineer** under the contract until the

Engineer complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The **Engineer** shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **Engineer** shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation 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 supplier as a result of such direction, the **Engineer** may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the **Engineer** may request the United States to enter into such litigation to protect the interests 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 \$2,000,000.00 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.

HDR Engineering, Inc. (ENGINEER) will conduct operational studies as directed by Williamson County (COUNTY) and the City of Round Rock (CoRR). The studies will focus on vehicular and freight traffic to enhance connectivity to IH 35, identify congestion mitigation recommendations, and prepare preliminary exhibits and cost estimates. The general study area will consist of the IH 35 corridor between SH 45 and RM 1431.

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

ENGINEER will provide project management and administration services including:

- 1.1 Prepare monthly progress reports, invoices, and billings for the duration of the project.
- 1.2 Attend quarterly progress meetings with COUNTY and the City of Round Rock.
- 1.3 Establish and maintain project schedules for each assignment.
- 1.4 Coordinate with COUNTY, CoRR, TxDOT and other governmental agencies, as needed.
- 1.5 Administer and coordinate with sub-consultants during development of the project.
- 1.6 Attend other pertinent meetings and make presentations as appropriate.

Deliverables:

- Project Schedules (updates as needed)
- Progress Reports
- Invoices
- Correspondence/Meeting Documents

TASK 2: ANALYSIS OF EXISTING CONDITIONS, REVIEW OF PROPOSED PROJECTS AND DEVELOPMENT OF ALTERNATIVES

At locations directed by COUNTY and/or the City of Round Rock, review existing transportation concerns and conditions, review proposed projects and/or develop alternative solutions. The following tasks will be completed for each assignment as appropriate:

- 2.1 Review the results of the existing conditions analysis to identify/confirm problem locations.
- 2.2 Review Transportation and Thoroughfare Plan(s) covering the study area.
- 2.3 Identify project goals to be used as a guide throughout the alternatives analyses. Project goals may include but are not limited to: improved mobility and connectivity of arterial streets, frontage road operations, improved roadway and intersection capacity and safety, improved transit/freight/HOV movements, opportunities for economic development and identification of cost-effective projects.
- 2.4 Develop evaluation decision matrices to be used to analyze and rank proposed alternatives. Evaluation criteria to be agreed upon with COUNTY and CoRR staff.

Deliverables:

- Draft and Final Conceptual Alternatives Development Technical Memorandum and exhibits, as requested.
- Draft and Final Evaluation Matrices Development Process, as requested.

TASK 3: UPDATE AND REFINE DYNAMIC TRAFFIC ASSIGNMENT AND VISSIM MODELS

The ENGINEER will conduct a Dynamic Traffic Assignment (DTA) analysis for the study area consisting of City of Round Rock and surrounding areas. This work will include data collection, the review of existing conditions and the refining of travel demand forecasts. The DTA model will cover City of Round Rock limits to the west, SH 130 on the north and east and SH 45 on the south and will be developed for the AM and PM peak periods. The following tasks will be completed:

- 3.1 ENGINEER will review and validate system and traffic data for model appropriateness and coverage.
- 3.2 ENGINEER will conduct the DTA sub area analysis for the existing conditions and identify current congestion issues including connectivity to IH 35.
- 3.3 ENGINEER will update the study area (sub area) network and DTA models every 18 months for a total of 3 updates including the initial model. Updated model results will be provided to COUNTY and the City of Round Rock every 18 months. This task will be accomplished by UT-CTR (sub-consultant to the ENGINEER for this study).
 - a. The network will be amended as new streets of functional classes are added or proposed.
 - b. Incorporate any new development projects that come on line through City of Round Rock.
 - c. All DTA forecasts will undergo a QA/QC process and the model will be tuned through comparison to new traffic counts as they become available during the 1,825 calendar days service time frame.
 - d. ENGINEER/UT-CTR will furnish DTA based traffic forecasts as requested during the service time frames.
- 3.4 Develop 3D animation files as necessary illustrating intersection operations with the operational improvements of selected alternatives from the VISSIM models for use by COUNTY.

Deliverables:

- Draft and Final Dynamic Traffic Assignment Model Development Technical Memorandum. In addition, the QA/QC copy of the memorandum may be requested.

TASK 4: FREIGHT STUDY

ENGINEER will prepare a freight study for the IH 35 corridor and intersecting and parallel roadways to identify strategies that can minimize impact of freight operations on commuter traffic. The following tasks will be completed:

- 4.1 Compile and review existing studies conducted by federal, state and local agencies related to freight operations within the study area corridors, including the recent TxDOT NAFTA

- study.
- 4.2 Identify the existing freight patterns utilizing the IH 35 corridor and study area roadway network through origin-destination surveys.
 - 4.3 ENGINEER will perform freight surveys and interviews with major suppliers and distributors in the study area in order to determine industry trends, current practices and future plans. The extent of this data collection will include one field trip and will only be used to supplement the information provided in the recent TxDOT NAFTA study.
 - 4.4 Explore long-term options for freight by quantifying existing rail capacity through the region, considering freight shuttle options, etc.
 - 4.5 Based on review of the existing efforts, freight patterns and future needs, develop strategies that will enhance IH 35 commuter traffic operation without negatively impacting freight operations.
 - 4.6 Prepare a freight study report documenting study findings and recommendations.

Deliverables:

- Draft and Final Freight Study Technical Memorandum.

TASK 5: PREPARATION OF FINAL REPORT

The ENGINEER will provide a report that briefly summarizes the work performed and compile individual assignment reports.

SERVICES TO BE PROVIDED BY COUNTY

Williamson County shall furnish to ENGINEER the following items as available:

Route and Design Studies

1. Furnish available existing “as-built” information, interface data, and construction documents for Williamson County projects adjacent to, crossing, and/or within limits.
2. Assistance to ENGINEER to obtain required data and information from other local, regional, State and federal agencies.
3. Timely review and decisions necessary for ENGINEER to maintain the contracted project schedule.
4. Roadway design requirements.
5. Approval of TxDOT district and statewide design standard drawings to be utilized.
6. Available existing geotechnical information.
7. Preliminary pavement design, for both permanent and temporary pavements.
8. Information regarding known current or future development within the project corridor that may affect the development of the schematic.
9. Organization for, preparation for, and conduct of public meetings (if required).
10. Assistance with obtaining available Accident Data, Crash Records Information System (CRIS) from TxDOT.

11. Available existing traffic counts and design year traffic projections necessary to develop traffic studies.
12. Available AM and PM peak period traffic counts for the signalized intersections.
13. Available signal timing information and plans for the signalized intersections within the study area as identified in the data collection plan.
14. Available SH 130 toll transaction information to identify truck operations along SH 130.

Social, Economic and Environmental Studies and Public Involvement

1. Organization of, preparation for, and conducting of public meetings (if required).
2. Provide available records which would assist in the completion of the environmental services.
3. Available environmental studies completed within the project corridor.
4. Provide available engineering data which would assist in the completion of the environmental services.
5. Assist in the coordination of site visits, scheduling and right of entry, if needed.
6. Review recommendations offered by ENGINEER and approve or reject work performed under this Agreement.
7. Review progress of work and provide final acceptance of all documents.
8. Submit any required documentation to regulatory agencies for review and comment.
9. Provide the ENGINEER with all comments regarding review of the environmental services completed.

Field Surveying and Photogrammetry

1. Available survey information:
 - Available horizontal control points.
 - Available benchmark elevations and descriptions for vertical control.
2. Available right-of-way (ROW) maps.
3. Available overhead and underground utility locations.
4. Available topographic maps.
5. Available recent aerial photo.

WORK SCHEDULE/PRODUCTION SCHEDULE

1. A draft of the final report is due to COUNTY for comments three (3) months prior to the end of the contract period of 1,825 calendar days. Comments will be submitted by COUNTY to ENGINEER within forty-five (45) days of receipt of the draft.
2. The final report is due to COUNTY by the end of the contract period.

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT



Project Name: IH35 Operational Analysis (FM1431-SH45)

ATTACHMENT A

WORK AUTHORIZATION NO. 1

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 HDR Engineering, Inc. (*the "Engineer"*).

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

IH 35 Operational Study - SH 45 to RM 1431 - of vehicular and freight traffic to enhance connectivity to IH 35, identify congestion mitigation recommendations, and prepare preliminary exhibit and cost estimate

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$1,812,498.85.

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

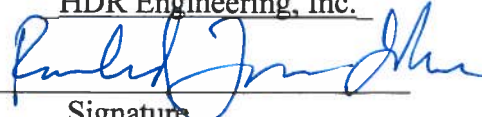
Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on August 1, 2018, unless extended by a Supplemental Work Authorization.

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

Project Name: IH35 Operational Analysis (FM1431-SH45)

ATTACHMENT A (con't.)

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

ENGINEER:
HDR Engineering, Inc.
By: 
Signature
RASHED ISLAM, P.E.
Printed Name
VICE PRESIDENT
Title
7/10/13
Date

COUNTY:
Williamson County, Texas
By: _____
Signature
Dan A. Gattis
Printed Name
County Judge
Title

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 – additional/new rates cannot be added through a Work Authorization)*

*OK
my 7/10/2013*

EXHIBIT A - SERVICES TO BE PROVIDED BY COUNTY

Williamson County shall furnish to ENGINEER the following items as available:

Route and Design Studies

1. Furnish available existing “as-built” information, interface data, and construction documents for Williamson County projects adjacent to, crossing, and/or within limits.
2. Assistance to ENGINEER to obtain required data and information from other local, regional, State and federal agencies.
3. Timely review and decisions necessary for ENGINEER to maintain the contracted project schedule.
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6. Available existing geotechnical information.
7. Preliminary pavement design, for both permanent and temporary pavements.
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12. Available AM and PM peak period traffic counts for the signalized intersections.
13. Available signal timing information and plans for the signalized intersections within the study area as identified in the data collection plan.
14. Available SH 130 toll transaction information to identify truck operations along SH 130.

Social, Economic and Environmental Studies and Public Involvement

1. Organization of, preparation for, and conducting of public meetings (if required).
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3. Available environmental studies completed within the project corridor.
4. Provide available engineering data which would assist in the completion of the environmental services.
5. Assist in the coordination of site visits, scheduling and right of entry, if needed.
6. Review recommendations offered by ENGINEER and approve or reject work performed under this contract.
7. Review progress of work and provide final acceptance of all documents.
8. Submit any required documentation to regulatory agencies for review and comment.
9. Provide the ENGINEER with all comments regarding review of the environmental services completed.

Field Surveying and Photogrammetry

1. Available survey information:
 - Available horizontal control points.
 - Available benchmark elevations and descriptions for vertical control.
2. Available right-of-way (ROW) maps.
3. Available overhead and underground utility locations.
4. Available topographic maps.
5. Available recent aerial photo.

EXHIBIT B – SERVICES TO BE PROVIDED BY ENGINEER

SCOPE OF SERVICES

HDR Engineering, Inc. (ENGINEER) will conduct operational studies as directed by Williamson County (COUNTY) and the City of Round Rock (CoRR). The studies will focus on vehicular and freight traffic to enhance connectivity to IH 35, identify congestion mitigation recommendations, and prepare preliminary exhibits and cost estimates. The general study area will consist of the IH 35 corridor between SH 45 and RM 1431.

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

ENGINEER will provide project management and administration services including:

- 1.1 Prepare monthly progress reports, invoices, and billings for the duration of the project.
- 1.2 Attend quarterly progress meetings with COUNTY and the City of Round Rock.
- 1.3 Establish and maintain project schedules for each assignment.
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- 1.5 Administer and coordinate with sub-consultants during development of the project.
- 1.6 Attend other pertinent meetings and make presentations as appropriate.

Deliverables:

- Project Schedules (updates as needed)
- Progress Reports
- Invoices
- Correspondence/Meeting Documents

TASK 2: ANALYSIS OF EXISTING CONDITIONS, REVIEW OF PROPOSED PROJECTS AND DEVELOPMENT OF ALTERNATIVES

At locations directed by COUNTY and/or the City of Round Rock, review existing transportation concerns and conditions, review proposed projects and/or develop alternative solutions. The following tasks will be completed for each assignment as appropriate:

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- 2.4 Develop evaluation decision matrices to be used to analyze and rank proposed alternatives. Evaluation criteria to be agreed upon with COUNTY and CoRR staff.

Deliverables:

- Draft and Final Conceptual Alternatives Development Technical Memorandum and exhibits, as requested.
- Draft and Final Evaluation Matrices Development Process, as requested.

TASK 3: UPDATE AND REFINE DYNAMIC TRAFFIC ASSIGNMENT AND VISSIM MODELS

The ENGINEER will conduct a Dynamic Traffic Assignment (DTA) analysis for the study area consisting of City of Round Rock and surrounding areas. This work will include data collection, the review of existing conditions and the refining of travel demand forecasts. The DTA model will cover City of Round Rock limits to the west, SH 130 on the north and east and SH 45 on the south and will be developed for the AM and PM peak periods. The following tasks will be completed:

- 3.1 ENGINEER will review and validate system and traffic data for model appropriateness and coverage.
- 3.2 ENGINEER will conduct the DTA sub area analysis for the existing conditions and identify current congestion issues including connectivity to IH 35.
- 3.3 ENGINEER will update the study area (sub area) network and DTA models every 18 months for a total of 3 updates including the initial model. Updated model results will be provided to COUNTY and the City of Round Rock every 18 months. This task will be accomplished by UT-CTR (sub-consultant to the ENGINEER for this study).
 - a. The network will be amended as new streets of functional classes are added or proposed.
 - b. Incorporate any new development projects that come on line through City of Round Rock.
 - c. All DTA forecasts will undergo a QA/QC process and the model will be tuned through comparison to new traffic counts as they become available during the five year service time frame.
 - d. ENGINEER/UT-CTR will furnish DTA based traffic forecasts as requested during the service time frames.
- 3.4 Develop 3D animation files as necessary illustrating intersection operations with the operational improvements of selected alternatives from the VISSIM models for use by COUNTY.

Deliverables:

- Draft and Final Dynamic Traffic Assignment Model Development Technical Memorandum. In addition, the QA/QC copy of the memorandum may be requested.

TASK 4: FREIGHT STUDY

ENGINEER will prepare a freight study for the IH 35 corridor and intersecting and parallel roadways to identify strategies that can minimize impact of freight operations on commuter traffic. The following tasks will be completed:

- 4.1 Compile and review existing studies conducted by federal, state and local agencies related to freight operations within the study area corridors, including the recent TxDOT NAFTA study.
- 4.2 Identify the existing freight patterns utilizing the IH 35 corridor and study area roadway network through origin-destination surveys.
- 4.3 ENGINEER will perform freight surveys and interviews with major suppliers and distributors in the study area in order to determine industry trends, current practices and future plans. The extent of this data collection will include one field trip and will only be used to supplement the information provided in the recent TxDOT NAFTA study.
- 4.4 Explore long-term options for freight by quantifying existing rail capacity through the region, considering freight shuttle options, etc.
- 4.5 Based on review of the existing efforts, freight patterns and future needs, develop strategies that will enhance IH 35 commuter traffic operation without negatively impacting freight operations.
- 4.6 Prepare a freight study report documenting study findings and recommendations.

Deliverables:

- Draft and Final Freight Study Technical Memorandum.

TASK 5: PREPARATION OF FINAL REPORT

The ENGINEER will provide a report that briefly summarizes the work performed and compile individual assignment reports.

EXHIBIT C – WORK SCHEDULE

1. A draft of the final report is due to COUNTY for comments three (3) months prior to the end of the contract period of five (5) years. Comments will be submitted by COUNTY to ENGINEER within forty-five (45) days of receipt of the draft.
2. The final report is due to COUNTY by the end of the contract period.

EXHIBIT D – FEE SCHEDULE
BASIS OF ESTIMATE OF MAXIMUM FEE

PRIME PROVIDER NAME: HDR ENGINEERING, INC.

PROJECT NAME: Williamson County, IH 35 Operational Study, SH 45 to RM 1431

Provider Name	TOTAL COST
HDR Engineering, Inc.	\$743,552.50
UT-CTR	\$906,242.00
CP&Y	\$74,999.35
K-Friese	\$35,001.00
GRAM	\$52,704.00
Total Lump Sum Fee	\$1,812,498.85

Exhibit III - Page 1 of 6

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EXHIBIT C, Page 2 of 6 (HDR)

EXHIBIT C FEE SCHEDULE												
PRIME PROVIDER NAME: HDR ENGINEERING, INC.												
PROJECT NAME: Williamson County, IH 35 Operational Study, SH 45 to RM 1431												
TASK	TASK DESCRIPTION	PROJECT PRINCIPAL	SR PROJECT MANAGER	SENIOR TRAFFIC ENGINEER	PROJECT ENGINEER	SR ROADWAY ENGINEER	DESIGN ENGINEER	ET	SENIOR CADD OPERATOR	CLERICAL	TOTAL LABOR HRS.	TOTAL LABOR COST
1	PROJECT MANAGEMENT AND ADMINISTRATION	4	180	200	40		40			40	504	\$86,720.00
2	EXISTING CONDITION ANALYSIS AND DEVELOPMENT OF ALTERNATIVES	26	212	360	940	300	520	420	400	40	3218	\$431,800.00
3	UPDATE/REFINE DYNAMIC TRAFFIC ASSIGNMENT AND VISSIM MODELS	6	80	140	440		400		120		1186	\$158,880.00
4	FREIGHT STUDY	4	40	40				40			124	\$20,720.00
5	PREPARATION OF FINAL REPORT	4	8	40	40		80	40	80	8	300	\$38,040.00
HOURS SUB-TOTALS		44	620	780	1480	300	1040	500	600	88	6332	\$736,160.00
CONTRACT RATE		\$230.00	\$210.00	\$175.00	\$125.00	\$150.00	\$120.00	\$110.00	\$110.00	\$90.00		
TOTAL LABOR COSTS		\$10,120.00	\$109,200.00	\$136,500.00	\$182,500.00	\$45,000.00	\$124,800.00	\$55,000.00	\$66,000.00	\$7,040.00		\$736,160.00
SUBTOTAL												\$736,160.00

Direct Cost	Contract Rate	Unit	Quantity	Amount
Standard Postage	0.46	each	0	\$0.00
Hazardous Materials Database Search	\$2,000	each	0	\$0.00
CADD Plotting	\$7.50	LF	600	\$4,500.00
Mylar Plots	\$3.00	LF	0	\$0.00
Digital Ortho Plotting	\$7.50	LF	125	\$937.50
8 1/2"x11" B/W Paper Copies	\$0.10	Sheet	4000	\$400.00
8 1/2"x11" Color Paper Copies	\$1.00	Sheet	400	\$400.00
11"x17" B/W Paper Copies	\$0.15	Sheet	4000	\$600.00
Turning Movement Counts	\$40.00	Hour		\$0.00
Roadway Tube (per counter/24 Hours)	\$110.00	each/day		\$0.00
Mileage	\$0.555	Per Mile	1,000.00	\$555.000

SUB-TOTAL DIRECT COST	\$7,392.50
SUB-TOTAL LABOR	\$736,160.00
TOTAL COST	TOTAL UNIT PRICE FEE \$743,552.50

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EXHIBIT C, Page 3 of 6 (UT-CTR)

EXHIBIT C

FEE SCHEDULE

SUB PROVIDER NAME: UT-CTR

PROJECT NAME: Williamson County, IH 35 Operational Study, SH 45 to RM 1431

FUNC	TASK DESCRIPTION	PROJECT PRINCIPAL	SR PROJECT MANAGER	SENIOR TRAFFIC ENGINEER	PROJECT ENGINEER	SR ENVIRONM ENTAL	DESIGN ENGINEER	GRA	UGRA	CLERICAL	TOTAL LABOR HRS.	TOTAL LABOR COST
1	PROJECT MANAGEMENT AND ADMINISTRATION										0	\$0.00
2	EXISTING CONIDION ANALYSIS AND DEVELOPMENT OF ALTERNATIVES			130	950			200		200	1480	\$134,410.00
3	UPDATE/REFINE DYNAMIC TRAFFIC ASSIGNMENT AND VISSIM MODELS			407	3650			400	520	600	5577	\$478,599.00
4	FREIGHT STUDY			230	400			2000		300	2930	\$204,610.00
5	PREPARATION OF FINAL REPORT			105	201			260		633	1199	\$80,926.00
HOURS SUB-TOTALS		0	0	872	5201	0	0	2860	520	1733	11186	\$898,545.00
CONTRACT RATE		\$230.00	\$210.00	\$177.00	\$98.00	\$150.00	\$120.00	\$58.00	\$13.00	\$45.00		
TOTAL LABOR COSTS		\$0.00	\$0.00	\$154,344.00	\$499,296.00	\$0.00	\$0.00	\$160,160.00	\$6,760.00	\$77,985.00		\$898,545.00
SUBTOTAL												\$898,545.00

Direct Cost	Contract Rate	Unit	Quantity	Amount
Supplies	0.46	each		\$2,750.00
Hazardous Materials Database Search	\$2,000	each		\$0.00
CADD Plotting	\$7.50	LF		\$0.00
Mylar Plots	\$3.00	LF		\$0.00
Digital Ortho Plotting	\$7.50	LF		\$0.00
8 1/2"x11" B/W Paper Copies	\$0.10	Sheet		\$0.00
8 1/2"x11" Color Paper Copies	\$1.00	Sheet		\$0.00
11"x17" B/W Paper Copies	\$0.15	Sheet		\$0.00
Turning Movement Counts	\$40.00	Hour		\$0.00
Roadway Tube (per counter/24 Hours)	\$110.00	each/day		\$0.00
Travel, as needed out of WILCO area	\$500.000	Per trip	9.89	\$4,947.000

SUB-TOTAL DIRECT COST		\$7,697.00
SUB-TOTAL LABOR		\$898,545.00
TOTAL COST		\$906,242.00

OK
my

EXHIBIT C, Page 4 of 6 (CP&Y)

EXHIBIT C

FEE SCHEDULE

SUB PROVIDER NAME: CP&Y

PROJECT NAME: Williamson County, IH 35 Operational Study, SH 45 to RM 1431

FUNC	TASK DESCRIPTION	PROJECT PRINCIPAL	SR PROJECT MGR.	SENIOR ENGINEER	PROJECT ENGINEER	ENVIRONMENTAL MANAGER	DESIGN ENGINEER	ET	SENIOR CADD OPERATOR	SR ENV SPECIALIST	ENV SPECIALIST	GIS ANALYST	CLERICAL	TOTAL LABOR HRS.	TOTAL LABOR COST
1	PROJECT MANAGEMENT AND ADMINISTRATION													0	\$0.00
2	EXISTING CONDITION ANALYSIS AND DEVELOPMENT OF ALTERNATIVES		4	60	120	20	160	80	80	41	40		20	625	\$74,285.00
3	UPDATE/REFINE DYNAMIC TRAFFIC ASSIGNMENT AND VISSIM MODELS													0	\$0.00
4	FREIGHT STUDY													0	\$0.00
5	PREPARATION OF FINAL REPORT													0	\$0.00
HOURS SUB-TOTALS		0	4	60	120	20	160	80	80	41	40	0	20	625	\$74,285.00
CONTRACT RATE		\$230.00	\$215.00	\$170.00	\$130.00	\$165.00	\$115.00	\$100.00	\$95.00	\$125.00	\$90.00	\$80.00	\$80.00		
TOTAL LABOR COSTS		\$0.00	\$860.00	\$10,200.00	\$15,600.00	\$3,300.00	\$18,400.00	\$8,000.00	\$7,600.00	\$5,125.00	\$3,600.00	\$0.00	\$1,600.00		\$74,285.00
SUBTOTAL															\$74,285.00

Direct Cost	Contract	Unit	Quantity	Amount
Standard Postage	0.46	each	0	\$0.00
Hazardous Materials Database Search	\$2,000	each	0	\$0.00
CADD Plotting	\$7.50	LF	0	\$0.00
Mylar Plots	\$3.00	LF	0	\$0.00
Digital Ortho Plotting	\$7.50	LF	0	\$0.00
8 1/2"x11" B/W Paper Copies	\$0.10	Sheet	450	\$45.00
8 1/2"x11" Color Paper Copies	\$1.00	Sheet	500	\$500.00
11"x17" B/W Paper Copies	\$0.15	Sheet	500	\$75.00
Turning Movement Counts	\$40.00	Hour	0	\$0.00
Roadway Tube (per counter/24 Hours)	\$110.00	each/day	0	\$0.00
Mileage	\$0.555	Per Mile	170.00	\$94.350

SUB-TOTAL DIRECT COST

\$714.35

SUB-TOTAL LABOR

\$74,285.00

TOTAL COST

TOTAL SUBMITTAL FEE

\$74,999.35

OK
my

EXHIBIT C, Page 5 of 6 (K. Friese & Associates)

EXHIBIT C FEE SCHEDULE												
SUB PROVIDER NAME: K-Friese												
PROJECT NAME: Williamson County, IH 35 Operational Study, SH 45 to RM 1431												
FUNC	TASK DESCRIPTION	PROJECT PRINCIPAL	SR. PROJECT MGR.	SENIOR TRAFFIC ENGR	PROJECT ENGINEER	SR. ENV. PROJECT SCIENTIST	DESIGN ENGINEER	BT	SR. CADD OPERATOR	CLERICAL	TOTAL LABOR HRS.	TOTAL LABOR COST
1	PROJECT MANAGEMENT AND ADMINISTRATION											0
2	EXISTING CONDITION ANALYSIS AND DEVELOPMENT OF ALTERNATIVES		40		120			100		4		34720
3	UPDATE/REFINE DYNAMIC TRAFFIC ASSIGNMENT AND VISSIM MODELS											0
4	FREIGHT STUDY											0
5	PREPARATION OF FINAL REPORT											0
HOURS SUB-TOTALS		0	40	0	120	0	0	100	0	4	264	\$34,720.00
CONTRACT RATE		\$230.00	\$210.00	\$175.00	\$125.00	\$150.00	\$120.00	\$110.00	\$90.00	\$90.00		
TOTAL LABOR COSTS		\$0.00	\$8,400.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$11,000.00	\$0.00	\$320.00		\$34,720.00
SUBTOTAL												\$34,720.00

Direct Cost	Contract Rate	Unit	Quantity	Amount
Standard Postage	0.45	each	0	\$0.00
Hazardous Materials Database Search	\$2,000	each	0	\$0.00
CADD Plotting	\$7.50	LF	0	\$0.00
Mylar Plots	\$3.00	LF	0	\$0.00
Digital Ortho Plotting	\$7.50	LF	0	\$0.00
8 1/2"x11" B/W Paper Copies	\$0.10	Sheet	200	\$20.00
8 1/2"x11" Color Paper Copies	\$1.00	Sheet	120	\$120.00
11"x17" B/W Paper Copies	\$0.15	Sheet	200	\$30.00
Turning Movement Counts	\$40.00	Hour	0	\$0.00
Roadway Tube (per counter/24 Hours)	\$110.00	each/day	0	\$0.00
Mileage	\$0.555	Per Mile	200.00	\$111.000
SUB-TOTAL DIRECT COST				\$281.00
SUB-TOTAL LABOR				\$34,720.00
TOTAL COST				\$35,001.00

OK
M

EXHIBIT C, Page 6 of 6 (GRAM)

EXHIBIT C FEE SCHEDULE

SUB PROVIDER NAME: GRAM

PROJECT NAME: Williamson County, IH 35 Operational Study, SH 46 to RM 1431

FUNC	TASK DESCRIPTION	PROJECT PRINCIPAL	SR PROJECT MGR	SENIOR TRAFFIC ENGINEER	PROJECT ENGINEER	SR ENV'L PROJECT SCIENTIST	DESIGN ENGINEER	EIT	SR CADD OPERATOR	CLERICAL	TOTAL LABOR HRS.	TOTAL LABOR COST
1	PROJECT MANAGEMENT AND ADMINISTRATION										0	0
2	EXISTING CONDITION ANALYSIS AND DEVELOPMENT OF ALTERNATIVES						20	20		40	80	7800
3	UPDATE/REFINE DYNAMIC TRAFFIC ASSIGNMENT AND VISSIM MODELS										0	0
4	FREIGHT STUDY										0	0
5	PREPARATION OF FINAL REPORT										0	0
HOURS SUB-TOTALS		0	0	0	0	0	20	20	0	40	80	\$7,800.00
CONTRACT RATE		\$230.00	\$210.00	\$175.00	\$125.00	\$150.00	\$120.00	\$110.00	\$90.00	\$80.00		
TOTAL LABOR COSTS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,400.00	\$2,200.00	\$0.00	\$3,200.00		\$7,800.00
SUBTOTAL												\$7,800.00

Direct Cost	Contract Rate	Unit	Quantity	Amount
Standard Postage	0.46	each	0	\$0.00
Origin Destination Survey	\$25,000	each	1	\$25,000.00
CADD Plotting	\$7.50	LF	0	\$0.00
Mylar Plots	\$3.00	LF	0	\$0.00
Digital Ortho Plotting	\$7.50	LF	0	\$0.00
8 1/2"x11" B/W Paper Copies	\$0.10	Sheet	0	\$0.00
8 1/2"x11" Color Paper Copies	\$1.00	Sheet	0	\$0.00
11"x17" B/W Paper Copies	\$0.15	Sheet	0	\$0.00
Turning Movement Counts	\$40.00	Hour	360	\$14,400.00
Roadway Tube (per counter/24 Hours)	\$110.00	each/day	46	\$5,060.00
Mileage	\$0.555	Per Mile	800.00	\$444.000

SUB-TOTAL DIRECT COST		\$44,904.00
SUB-TOTAL LABOR		\$7,800.00
TOTAL COST		\$52,704.00

OK
m

Meeting Date: 07/16/2013

10WC823 Hero Way Change Order No. 11

Submitted By: Tiffany Mcconnell, Road Bond

Department: Road Bond

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Consider approving Change Order No. 11 in the amount of \$2,827.18 for Hero Way, a Road Bond project in Precinct Two.

Background

This Change Order adds new Contract items for pavement surface preparation which were inadvertently omitted by the Engineer and are required for the placement of pavement markings on concrete pavement. This Change Order also adds a new Contract item for installing a 12 inch drain pipe at a location in which the plans specified to be graded to drain. The area cannot be graded to drain so it is necessary to install the pipe and tie it into a curb inlet on the storm sewer system. This installation will prevent water from backing up into the roadway.

This Change Order also adjusts various Contract item quantities to provide payment for additional work by the Contractor to adjust the striping at the tie-ins to 183A to match the CTRMA's current plans and to add an additional left turn lane at future Main Street. CTRMA eliminated the signals at the intersections of Hero Way and the 183A Northbound and Southbound Frontage Roads. The City of Leander requested that the County add an additional left turn bay for the future Main Street intersection.

Attachments

Hero Way CO 11

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tiffany Mcconnell

Final Approval Date: 07/11/2013

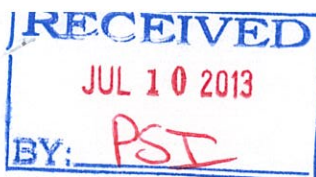
Reviewed By

Wendy Coco

Date

07/11/2013 03:37 PM

Started On: 07/11/2013 08:21 AM



WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 11

Received

JUL 03 2013

HNTB Corp.
Round Rock

1. CONTRACTOR: DNT Construction
2. Change Order Work Limits: Sta. 1+13 to Sta. 63+83
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 1A, 2E, 4B (3 Max. - In order of importance - Primary first)

Project: 10WC823

Roadway: Hero Way

Purchase Order Number: _____

5. Describe the work being revised:

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds new Contract items for pavement surface preparation which were inadvertently omitted by the Engineer and are required for the placement of pavement markings on concrete pavement.


2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order adds a new Contract item for installation of an additional 12" drainage pipe to allow an area adjacent to the roadway to drain into the storm sewer system since it cannot be graded to drain naturally as specified in the original plans.

4B: Third Party Accommodation. Third Party Requested Work. The striping specified on the plans has been adjusted to match the 183A plans at the request of CTRMA at the intersections with the 183A frontage roads. An additional left turn bay was added at the request of the City of Leander for the future Main Street connection.

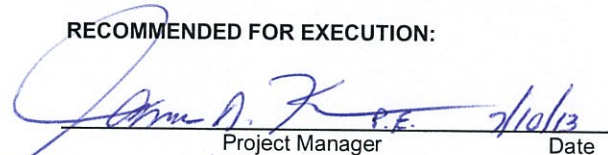
6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: Sheets 168-173
8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

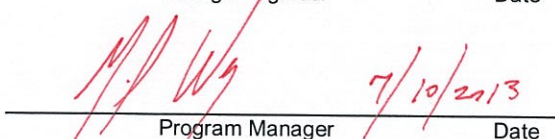
Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<small>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.</small>		The following information must be provided	
THE CONTRACTOR	Date <u>7/13/13</u>	Time Ext. #: <u>N/A</u>	Days added on this CO: <u>0</u>
By 		Amount added by this change order:	<u>\$2,827.18</u>
Typed/Printed Name <u>SETH JEWELL</u>			
Typed/Printed Title <u>PROJECT MGR.</u>			

RECOMMENDED FOR EXECUTION:

 7/10/13
Project Manager Date

N/A
Design Engineer Date

 7/10/2013
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

☐ APPROVED County Judge Date

Project # 10WC823

[illegible]

ORIGINAL + PREVIOUSLY				NEW				
ITEM	DESCRIPTION	UNIT	UNIT PRICE	REVISED		ADD or (DEDUCT)		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	ITEM COST	
666-2003	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	LF	\$0.50	2,718.00	\$1,359.00	192.00	\$1,455.00	\$96.00
666-2012	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	LF	\$0.40	2,333.00	\$933.20	560.00	\$1,167.20	\$224.00
666-2036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	\$0.80	2,372.00	\$1,897.60	1,133.00	\$2,804.00	\$908.40
666-2042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	\$3.00	195.00	\$585.00	5.00	\$600.00	\$15.00
666-2048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	\$6.00	518.00	\$3,108.00	312.00	\$4,980.00	\$1,872.00
666-2054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	\$77.00	21.00	\$1,617.00	(3.00)	\$1,386.00	(\$231.00)
666-2105	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	\$0.50	165.00	\$77.50	165.00	\$82.50	\$95.00
666-2108	REFL PAV MRK TY I (Y) 4" (DOT) (100MIL)	LF	\$1.80	60.00	\$108.00	(60.00)	\$0.00	(\$108.00)
666-2111	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	\$0.40	16,639.00	\$6,655.60	(1,609.00)	\$6,072.00	(\$643.60)
666-2123	REFL PAV MRK TY I (Y) 8" (SLD) (100MIL)	LF	\$0.80	510.00	\$408.00	0.00	\$0.00	(\$408.00)
666-2132	REFL PAV MRK TY II (W) 24" (SLD) (100MIL)	LF	\$5.25	2,024.00	\$10,626.00	(1,329.00)	\$3,648.75	(\$6,977.25)
666-2142	REFL PAV MRK TY II (W) 4" (BRK)	LF	\$0.20	2,718.00	\$543.60	(118.00)	\$520.00	(\$23.60)
666-2145	REFL PAV MRK TY II (W) 4" (SLD)	LF	\$0.20	2,333.00	\$466.60	726.00	\$145.00	(\$321.60)
666-2153	REFL PAV MRK TY II (W) 8" (SLD)	LF	\$0.25	2,372.00	\$593.00	(94.00)	\$569.50	(\$23.50)
666-2155	REFL PAV MRK TY II (W) 12" (SLD)	LF	\$1.00	195.00	\$195.00	(195.00)	\$0.00	(\$195.00)
666-2157	REFL PAV MRK TY II (W) 24" (SLD)	LF	\$1.85	518.00	\$958.30	(62.00)	\$843.80	(\$114.70)
666-2160	REFL PAV MRK TY II (W) (ARROW)	EA	\$32.00	21.00	\$672.00	(16.00)	\$160.00	(\$512.00)
666-2169	REFL PAV MRK TY II (W) (RR XING)	EA	\$36.00	4.00	\$384.00	(2.00)	\$192.00	(\$192.00)
666-2173	REFL PAV MRK TY II (W) (WORD)	EA	\$37.00	18.00	\$666.00	(12.00)	\$222.00	(\$444.00)
666-2176	REFL PAV MRK TY II (Y) 4" (BRK)	LF	\$0.20	155.00	\$31.00	105.00	\$52.00	\$21.00
666-2177	REFL PAV MRK TY II (Y) 4" (DOT)	LF	\$0.40	60.00	\$24.00	(60.00)	\$0.00	(\$24.00)
666-2178	REFL PAV MRK TY II (Y) 4" (SLD)	LF	\$0.15	16,639.00	\$2,495.85	(1,567.00)	\$2,260.80	(\$235.05)
666-2182	REFL PAV MRK TY II (Y) 8" (SLD)	LF	\$0.25	510.00	\$127.50	(510.00)	\$0.00	(\$127.50)
666-2185	REFL PAV MRK TY II (Y) 24" (SLD)	LF	\$1.60	1,999.00	\$3,198.40	(1,255.00)	\$1,190.40	(\$2,008.00)
TOTALS					\$37,730.15		\$28,358.25	(\$9,371.90)

10WC823

10WC823

[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

**Hero Way
Williamson County Project No. 10WC823**

Change Order No. 11

Reason for Change

This Change Order adds new Contract items for pavement surface preparation which were inadvertently omitted by the Engineer and are required for the placement of pavement markings on concrete pavement. This Change Order also adds a new Contract item for installing a 12 inch drain pipe at a location in which the plans specified to be graded to drain. The area cannot be graded to drain so it is necessary to install the pipe and tie it into a curb inlet on the storm sewer system. This installation will prevent water from backing up into the roadway.

This Change Order also adjusts various Contract item quantities to provide payment for additional work by the Contractor to adjust the striping at the tie-ins to 183A to match the CTRMA's current plans and to add an additional left turn lane at future Main Street. CTRMA has eliminated the signals at the intersections of Hero Way and the 183A Northbound and Southbound Frontage Roads. The City of Leander requested that the County add an additional left turn bay for the future Main Street intersection.

Following is a summary of the new items required for this Change Order:

ITEM	DESCRIPTION	QTY	UNIT
678-2001	PAV SURF PREP FOR MRK (4")	14,796.00	LF
678-2003	PAV SURF PREP FOR MRK (8")	2,053.00	LF
678-2006	PAV SURF PREP FOR MRK (24")	962.00	LF
678-2007	PAV SURF PREP FOR MRK (ARROW)	5.00	EA
678-2014	PAV SURF PREP FOR MRK (RR XING)	2.00	EA
678-2018	PAV SURF PREP FOR MRK (WORD)	6.00	EA
9999-009	12 IN CMP DRAIN	1	LS

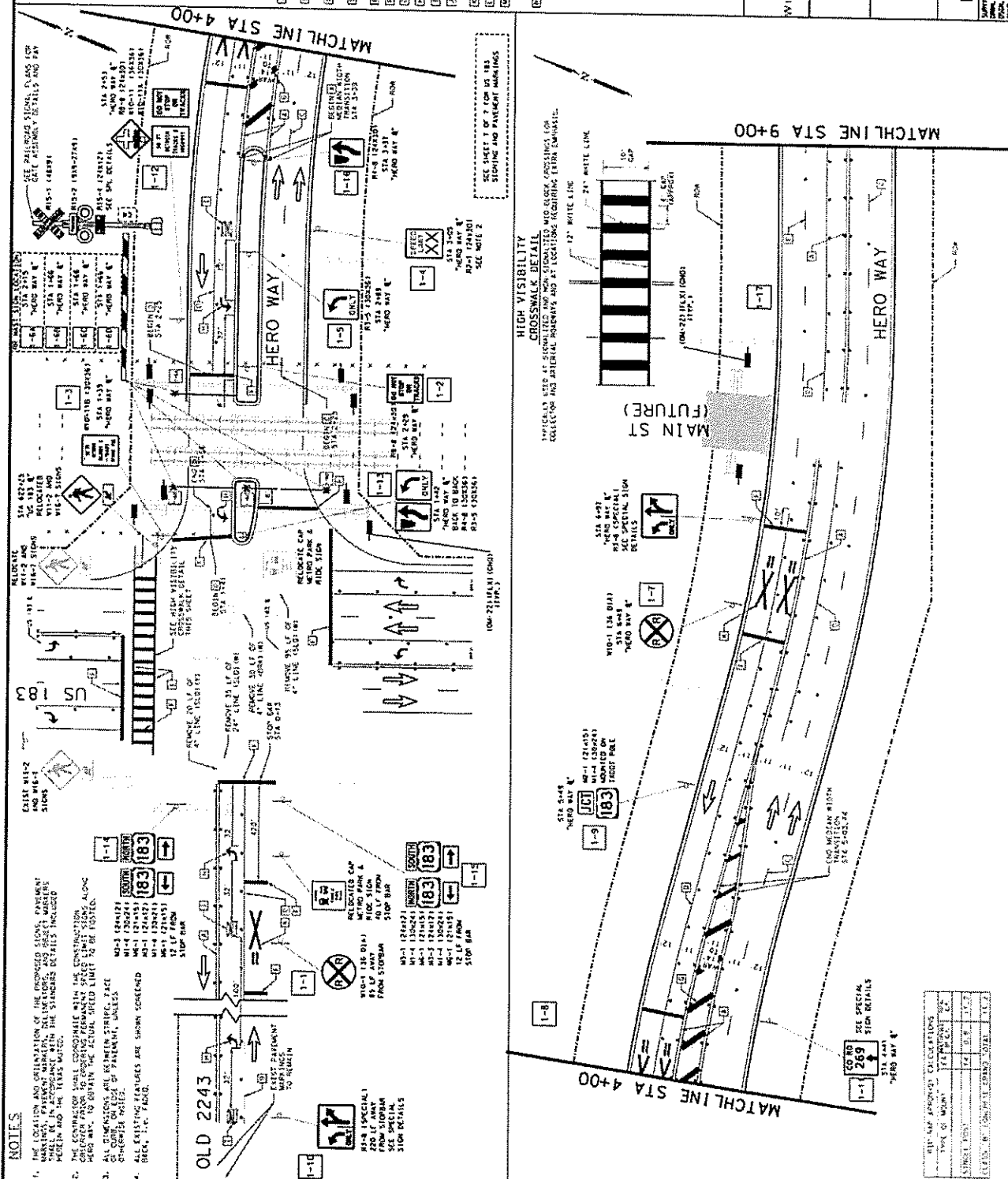
This Change Order results in net increase of \$2,827.18 to the Contract amount, for an adjusted Contract amount of \$4,160,712.00. The original Contract amount was \$4,232,522.80. As a result of this and all Change Orders to date, \$71,810.80 has been deducted to the Contract, resulting in a 1.7% net decrease 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.

NOTES

1. THE QUALITY AND QUANTITY OF THE PROMOTED STONE, FAINTMENT, MARKINGS, FAINTMENT MATERIAL, COLLECTING, AND OTHER MATERIALS THAT IT IS ASSOCIATED WITH THE STANDARD DETAILS INCLUDED HEREIN AND THE TERMS WERE:
2. THE CONTRACTOR SHALL COORDINATE WITH THE CONSTRUCTION CHARACTERIZATION TO ENSURE PERMANENT SPECIFIC STONE ALONG WITH THIS, TO OBTAIN THE ACTUAL, SPECIFIC LIMIT TO BE NOTED.
3. ALL DIMENSIONS ARE BETWEEN STONE, FACE OF CURB, OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.
4. ALL EXISTING FEATURES ARE SHOWN CONCERNED BECAUSE OF THE FACTS.
- | DATE | BY |
|--------------|--------------|
| MO-3 2/24/21 | MO-3 2/24/21 |
| MO-3 2/24/21 | MO-3 2/24/21 |
| MO-3 2/24/21 | MO-3 2/24/21 |
| MO-3 2/24/21 | MO-3 2/24/21 |



LEGEND

- [illegible]

TRAFFIC FLOW ARROW



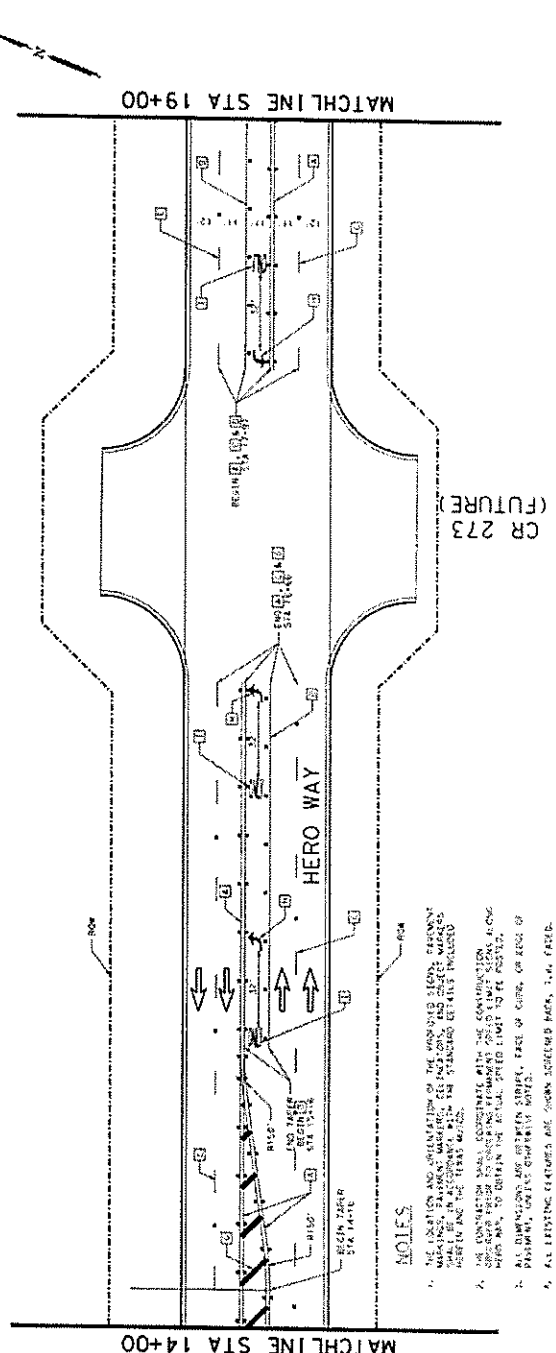
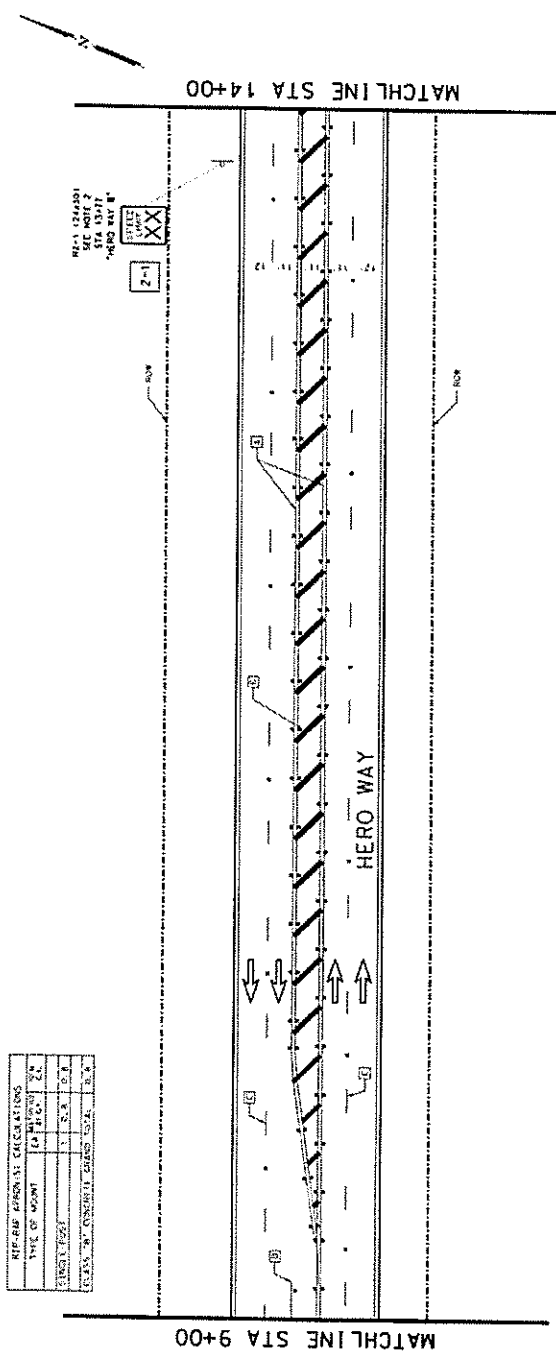
ATTACHMENT M

HERO WAY

PAPE-DAWSON
ENGINEERS

SIGNING AND PAVEMENT MARKING
LAYOUT (STA 0+00 TO STA 9+00)

[illegible]


[illegible]

NOTES

- THE LOCATION AND ORIENTATION OF THE MOUNTAIN PEAKS, CLIMATIC CONDITIONS, PREVALENT WINDS, TEMPERATURES, HUMIDITIES, PRESSURES, RAINFALL, RELATIVES, AND CLIMATIC RECORDS, AND THE THERMAL, WIND, AND STANDARD DETAILS INCLUDED HEREIN AND THE TERMS HEREON.

LEGEND

- [illegible]



WILLIAMSON
COUNTY
TENNESSEE



FACILITY

HERO WAY

1965 2 26 7

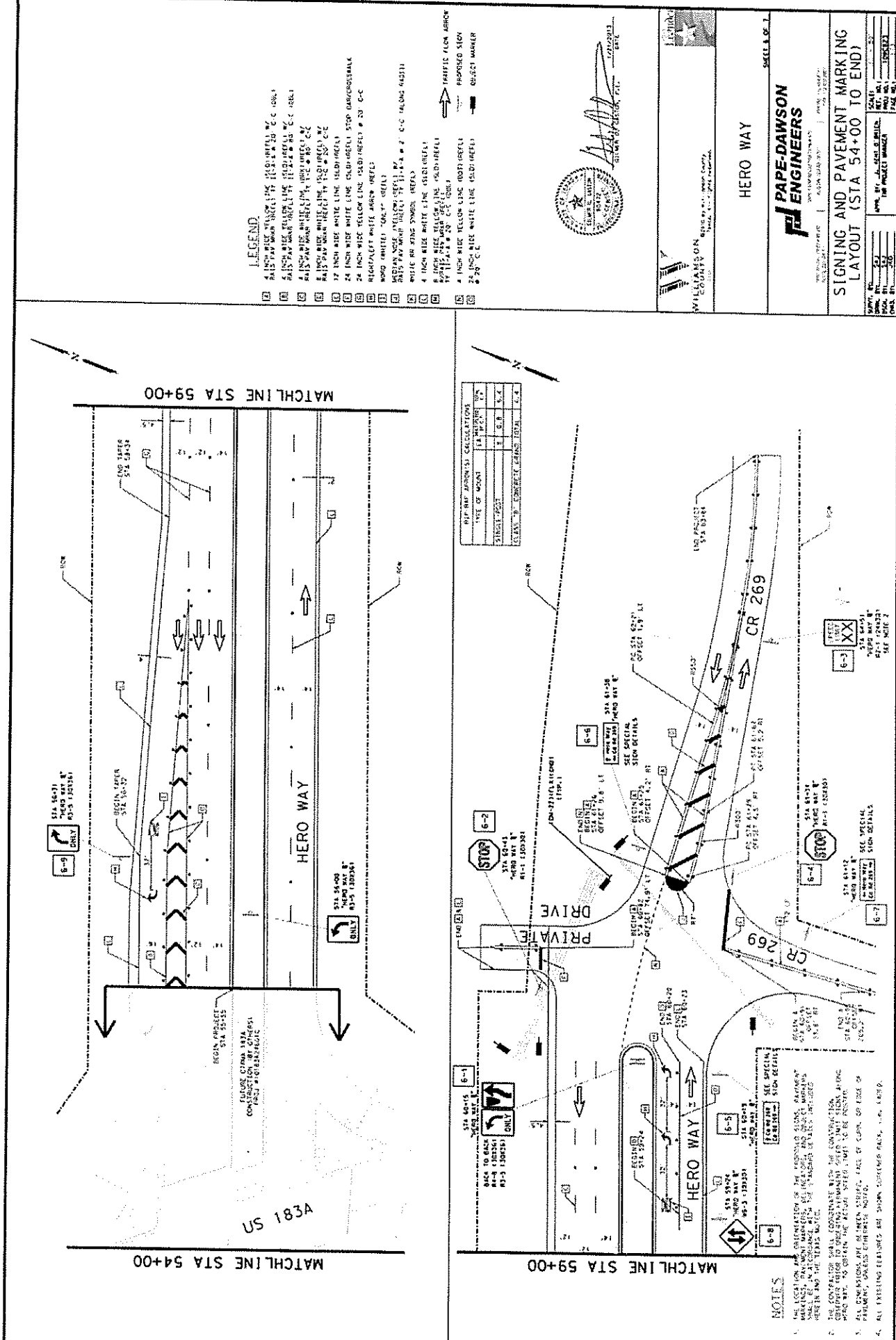


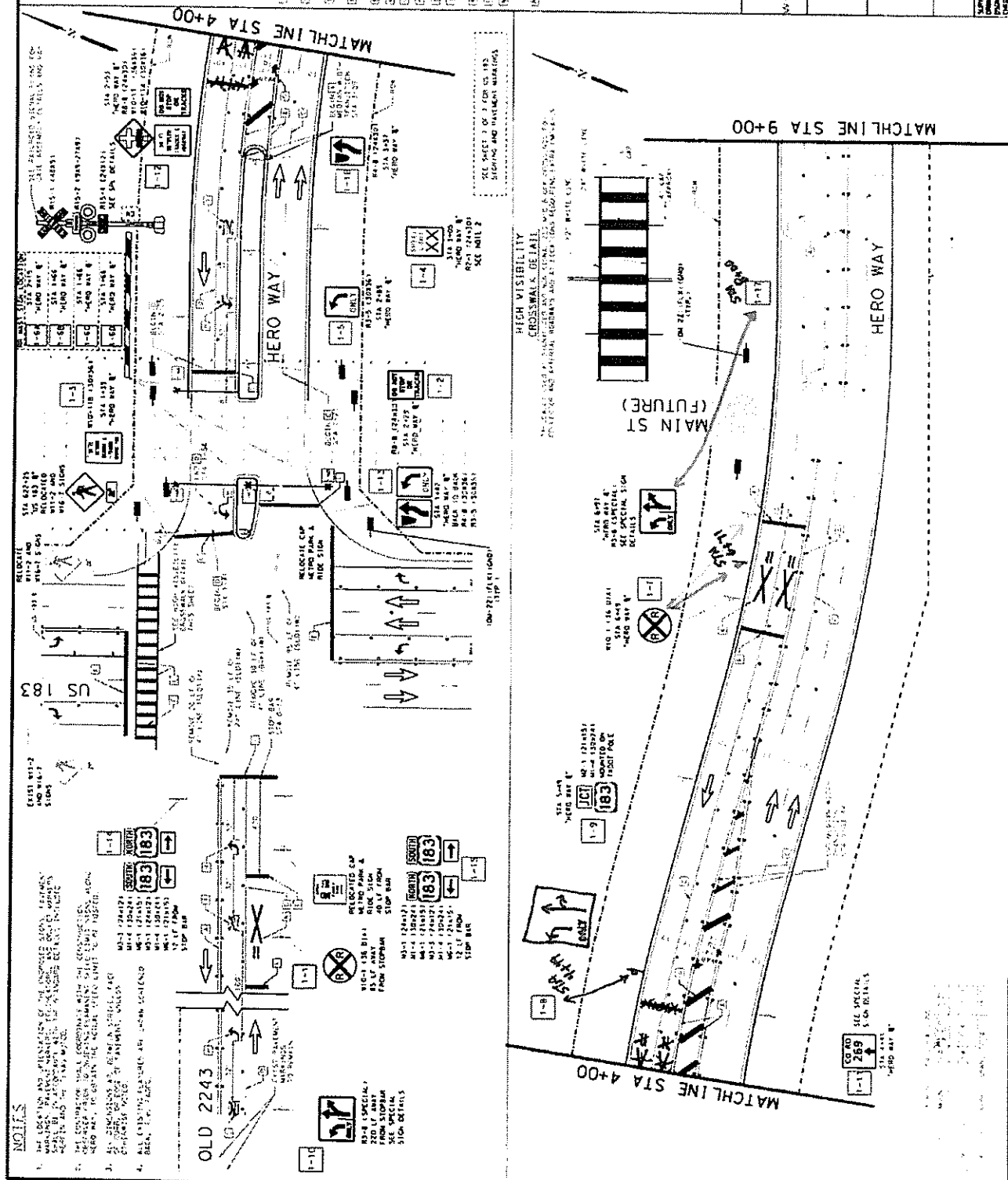
**PAPE-DAWSON
ENGINEERS**

Author	Year	Country	Sample Size	Sample Age	Sample Sex	Sample Education	Sample Occupation	Sample Income	Sample Health	Sample Marital Status	Sample Religion	Sample Ethnicity	Sample Language	Sample Culture	Sample Values	Sample Beliefs	Sample Attitudes	Sample Behaviors	Sample Outcomes
Smith et al.	2010	USA	1,000	18-65	50% M, 50% F	High School	Various	\$10,000-\$50,000	Good	Married	Christian	White	English	Western	Individualism	Religion	Positive	Active	Life Satisfaction
Johnson et al.	2012	Canada	500	25-75	60% M, 40% F	University	Various	\$20,000-\$100,000	Good	Married	Christian	White	English	Western	Individualism	Religion	Positive	Active	Life Satisfaction
Lee et al.	2015	South Korea	2,000	18-65	50% M, 50% F	High School	Various	\$10,000-\$50,000	Good	Married	Buddhist	Asian	Korean	Confucian	Collectivism	Religion	Positive	Active	Life Satisfaction
Chen et al.	2018	China	3,000	18-65	50% M, 50% F	High School	Various	\$10,000-\$50,000	Good	Married	Buddhist	Asian	Chinese	Confucian	Collectivism	Religion	Positive	Active	Life Satisfaction
Wang et al.	2020	India	1,500	18-65	50% M, 50% F	High School	Various	\$10,000-\$50,000	Good	Married	Hindu	Asian	Hindi	Hindu	Collectivism	Religion	Positive	Active	Life Satisfaction

SIGNING AND PAVEMENT MARKING
LAYOUT (STA 9+00 TO STA 19+00)

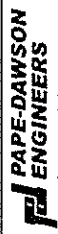
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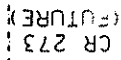
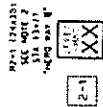
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SIGNING AND PAVEMENT MARKING
LAYOUT (STA 0+00 TO STA 9+00)

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MATCHLINE STA 19+00

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HERO WAY

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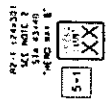
HERO WAY



**PAPE-DAWSON
ENGINEERS**

SIGNING AND PAVEMENT MARKING
LAYOUT (STA 9+00 TO STA 19+00)

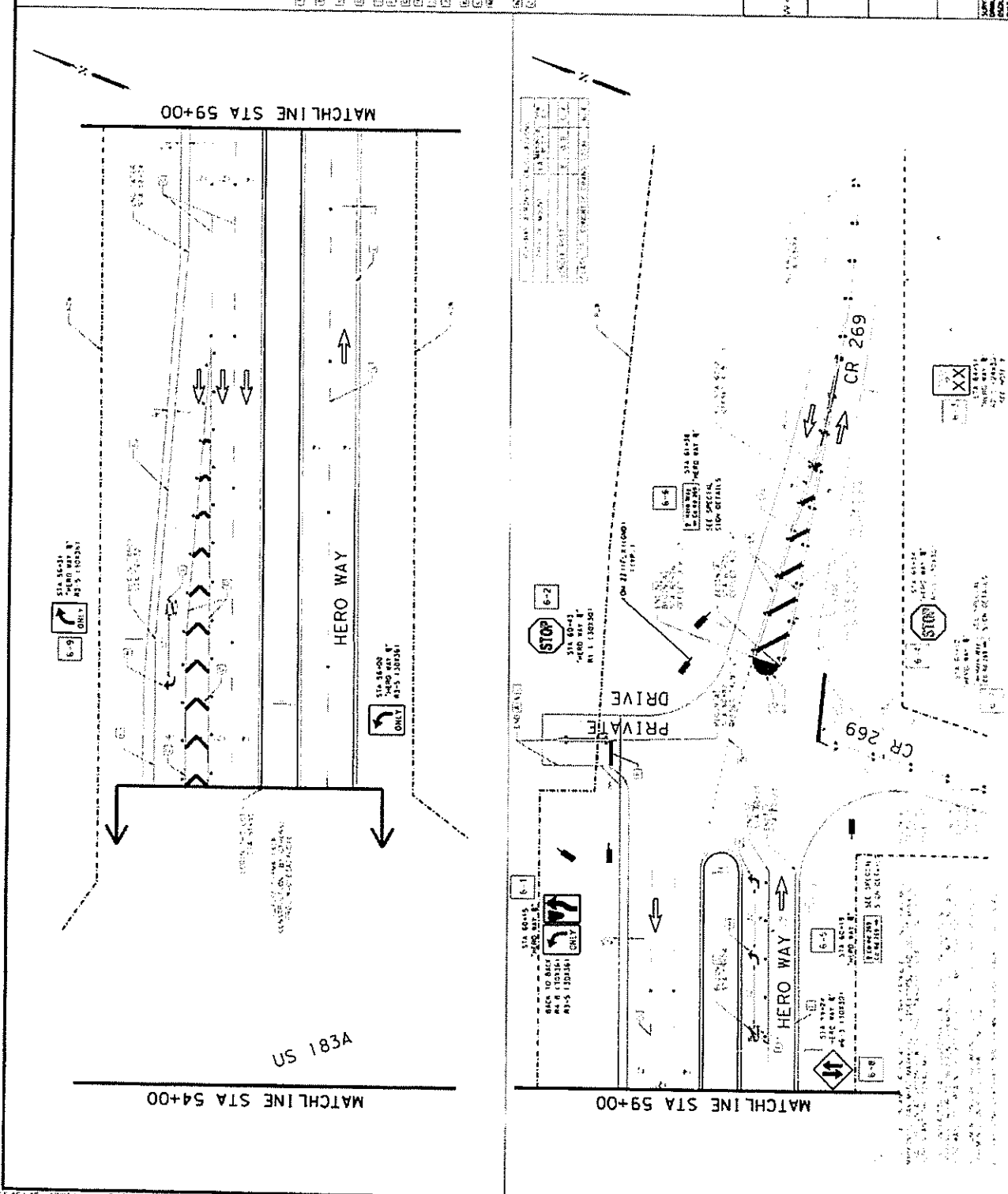
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**PAPE-DAWSON
ENGINEERS**

SIGNING AND PAVEMENT MARKING
LAYOUT (STA 39+00 TO STA 49+00)

[illegible]



MATCHLINE STA 59+00

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 06-28-2015 BY SP-9 BT

MATCHLINE STA 59+00

HERO WAY

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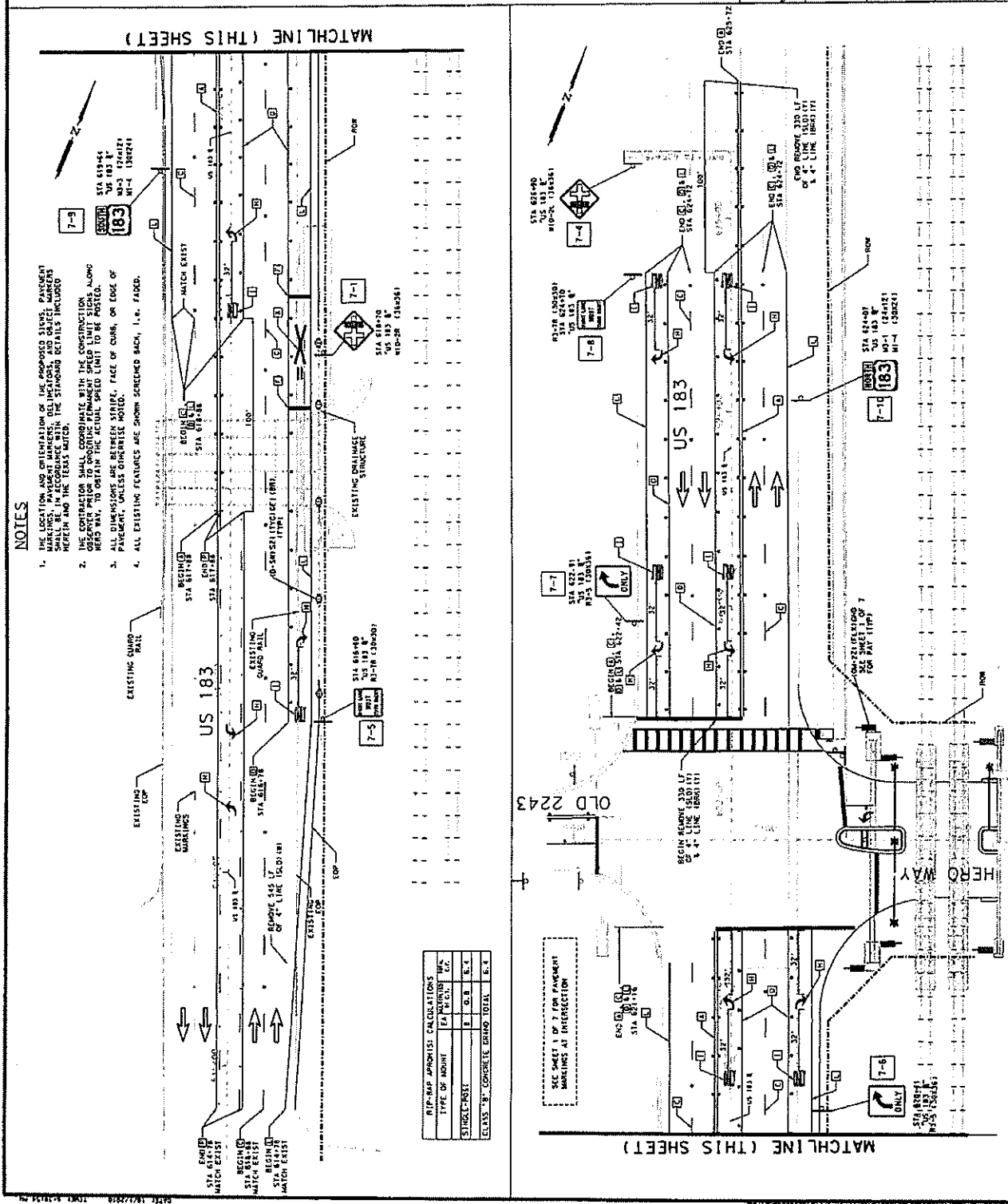
HERO WAY



**PAPE-DAWSON
ENGINEERS**

SIGNING AND PAVEMENT MARKING
LAYOUT (SIA 54.00 TO END)

[illegible]



Meeting Date: 07/16/2013

13IFB00108 IH 35 Northbound Frontage Road Change Order No. 2

Submitted By: Tiffany Mcconnell, Road Bond

Department: Road Bond

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Consider approving Change Order No. 2 in the amount of \$25,000.00 for IH 35 Northbound Frontage Road, a Pass Through Financing project in Precinct Three.

Background

This Change Order adds a new Contract item force account to compensate the Contractor for extra work necessary for environmental and karst feature remediation and resolution, including material, manpower, and equipment associated with this work.

Attachments

IH 35 NBFR CO 2

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tiffany Mcconnell

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:37 PM

Started On: 07/11/2013 08:26 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2



1. CONTRACTOR: Hunter Industries, LTD.
2. Change Order Work Limits: Sta. 884+52.62 to Sta. 1074+39.91
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2D (3 Max. - In order of importance - Primary first)

Project:	<u>13IFB00108</u>
Roadway:	<u>IH 35 NBFR</u>
CSJ Number:	<u>0015-08-128, etc.</u>

5. Describe the work being revised:

2D: Differing Site Conditions (unforeseeable). Environmental remediation. This Change Order adds a new Contract item force account to compensate the Contractor for extra work necessary for environmental and Karst Feature remediation and resolution, including material, manpower, and equipment associated with this work.

6. Work to be performed in accordance with Items: WPAP, SWPP, and approved TCEQ Closure Plans
7. New or revised plan sheet(s) are attached and numbered: N/A
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>7-9-13</u></p> <p>By <u>Carter Stone</u></p> <p>Typed/Printed Name <u>CARTER STONE</u></p> <p>Typed/Printed Title <u>ESTIMATOR</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>\$25,000.00</u></p>
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RECOMMENDED FOR EXECUTION:

[Signature] P.E. 7/10/13
Project Manager Date

N/A
Design Engineer Date

[Signature] 7/10/2013
Program Manager Date

Design Engineer's Seal:

N/A

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

Project # 131FB00108

CHANGE ORDER NUMBER: 2

[illegible][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 Pass Through Financing

**IH 35 NBFR – SH 29 to Westinghouse Road
Williamson County Project No. 13IFB00108**

Change Order No. 2

Reason for Change

This Change Order adds a new Contract item force account to compensate the Contractor for extra work necessary for environmental and Karst Feature remediation and resolution, including material, manpower, and equipment associated with this work. This work also may include equipment such as a blade, backhoe, or a dump truck and operators.

Following is a summary of the new item required for this Change Order:

Item	Description	Qty	Unit
999-0002	FORCE ACCOUNT: ENV & KARST RELATED EXTRA WORK	25,000.00	DOL

This Change Order results in a net increase of \$25,000.00 to the Contract amount, for an adjusted Contract amount of \$18,817,576.74. The original Contract amount was \$18,690,161.52. As a result of this and all Change Orders to date, \$127,415.22 has been added to the Contract resulting in a 0.7% 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.

HDR Engineering, Inc.

Joe Crable
Resident Representative

Meeting Date: 07/16/2013

13IFB00108 IH 35 Northbound Frontage Road Change Order No. 3

Submitted By: Tiffany Mcconnell, Road Bond

Department: Road Bond

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Consider approving Change Order No. 3 in the amount of \$134,242.61 for IH 35 Northbound Frontage Road, a Pass Through Financing project in Precinct Three.

Background

This Change Order adds new Contract items for the installation of a 6" waterline for the City of Georgetown to replace the existing waterline that is in conflict with the south abutment of the new South San Gabriel River Bridge.

Attachments

[IH 35 NBFR CO 3](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tiffany Mcconnell

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:38 PM

Started On: 07/11/2013 08:30 AM



WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

1. CONTRACTOR: Hunter Industries, LTD
2. Change Order Work Limits: Sta. 227+15 to Sta. 227+40
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 6C (3 Max. - In order of importance - Primary first)

Project:	<u>13IFB00108</u>
Roadway:	<u>IH 35 FR</u>
CSJ Number:	<u>0015-08-128,etc.</u>

5. Describe the work being revised:

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds new Contract items for the installation of a 6" waterline for the City of Georgetown to replace the existing waterline that is in conflict with the south abutment of the new South San Gabriel River Bridge.

6. Work to be performed in accordance with Items: See Attached City of Georgetown Specifications
7. New or revised plan sheet(s) are attached and numbered: G1 and G2
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>7-9-13</u></p> <p>By <u>Carter Stone</u></p> <p>Typed/Printed Name <u>CARTER STONE</u></p> <p>Typed/Printed Title <u>ESTIMATOR</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: <u>1</u> Days added on this CO: <u>24</u></p> <p>Amount added by this change order: <u>\$134,242.61</u></p>
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RECOMMENDED FOR EXECUTION:

[Signature] P.E. 7/10/13
Project Manager Date

N/A
Design Engineer Date

[Signature] 7/12/2013
Program Manager Date

Design Engineer's Seal:

See Attached Plan Sheets
and Specifications

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 # 131FB00108

[illegible]

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	ITEM COST	
400-WC01	CUT & RESTORING PAV (2" ASPH, 8" FLEX BASE)	SY	✓ \$108.00	0.00	\$0.00	80.00	\$8,640.00	\$8,640.00
502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	✓ \$2,715.86	18.00	\$48,885.48	1.00	\$51,601.34	\$2,715.86
999-0003	6 INCH DIA RJ DI CL350	LF	✓ \$167.50	0.00	\$0.00	11.00	\$1,732.50	\$1,732.50
999-0004	8 INCH DIA RJ DI CL350	LF	✓ \$236.25	0.00	\$0.00	198.00	\$46,777.50	\$46,777.50
999-0005	18 INCH STEEL ENCASEMENT (1/4" THICK) (OPEN CUT)	LF	✓ \$210.00	0.00	\$0.00	157.00	\$32,970.00	\$32,970.00
999-0006	DI FITTINGS	TON	✓ \$15,750.00	0.00	\$0.00	0.50	\$7,875.00	\$7,875.00
999-0007	CONCRETE THRUST BLOCK	EA	✓ \$787.50	0.00	\$0.00	2.00	\$1,575.00	\$1,575.00
999-0008	TRENCH EXCAVATION ROTECTIVE SYSTEM	LF	✓ \$15.75	0.00	\$0.00	209.00	\$3,291.75	\$3,291.75
999-0009	6 INCH GATE VALVE - RESILIENT SEATED	EA	✓ \$1,522.50	0.00	\$0.00	1.00	\$1,522.50	\$1,522.50
999-0010	8 INCH GATE VALVE - RESILIENT SEATED	EA	✓ \$1,942.50	0.00	\$0.00	1.00	\$1,942.50	\$1,942.50
999-0011	6" X 6" DRY CONNECTION	EA	✓ \$3,675.00	0.00	\$0.00	1.00	\$3,675.00	\$3,675.00
999-0012	6" X 6" WET CONNECTION	EA	✓ \$5,775.00	0.00	\$0.00	1.00	\$5,775.00	\$5,775.00
999-0013	CONCRETE REPAIR	SF	✓ \$10.50	0.00	\$0.00	1,500.00	\$15,750.00	\$15,750.00
TOTALS					\$48,885.48		\$183,128.09	\$134,242.61

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 Pass Through Financing Project

**IH 35 Northbound Frontage Road
Williamson County Project No. 13IFB00108**

Change Order No. 3

Reason for Change

This Change Order adds new Contract items for the installation of a 6" waterline to replace the existing City of Georgetown waterline that is in conflict with the south abutment of the new South San Gabriel River Bridge. The waterline will be relocated to Sta. 227+40.00.

Following is a summary of the new items required for this Change Order:

Item	Description	Unit	Qty
400-WC01	CUT & RESTORING PAV (2" ASPH, 8" FLEX BASE)	SY	80.0
999-0003	6 INCH DIA RJ DI CL350	LF	11.0
999-0004	8 INCH DIA RJ DI CL350	LF	198.0
999-0005	18 INCH STEEL ENCASEMENT (1/4" THICK, OPEN CUT)	LF	157.0
999-0006	DI FITTINGS	TON	0.5
999-0007	CONCRETE THRUST BLOCK	EA	2.0
999-0008	TRENCH EXCAVATION PROTECTIVE SYSTEM	LF	209.0
999-0009	6 IN GATE VALVE – RESILIENT SEATED	EA	1.0
999-0010	8 IN GATE VALVE – RESILIENT SEATED	EA	1.0
999-0011	6" X 6" DRY CONNECTION	EA	1.0
999-0012	6" X 6" WET CONNECTION	EA	1.0
999-0013	CONCRETE REPAIR	SF	1500.0

This Change Order results in a net increase of \$134,242.61 to the Contract amount, for an adjusted Contract amount of \$18,951,819.35. The original Contract amount was \$18,690,161.52. As a result of this and all Change Orders to date, \$261,657.83 has been added to the Contract resulting in a 1.4% net increase in the Contract cost. Twenty-four (24) days will be added to the Contract as a result of this Change Order.

HDR Engineering, Inc.

Joe Crable
Resident Representative

RVI
350 C.R. 260, Liberty Hill, Texas 78642
Phone: (512) 515-6824 ~ Fax: (512) 515-6829
D.B.E. / W.B.E. Certified

| BID

7/2/2013

TO: CARTER STONE, HUNTER INDUSTRIES

From: LARRY FOUST, ROYAL VISTA INC.

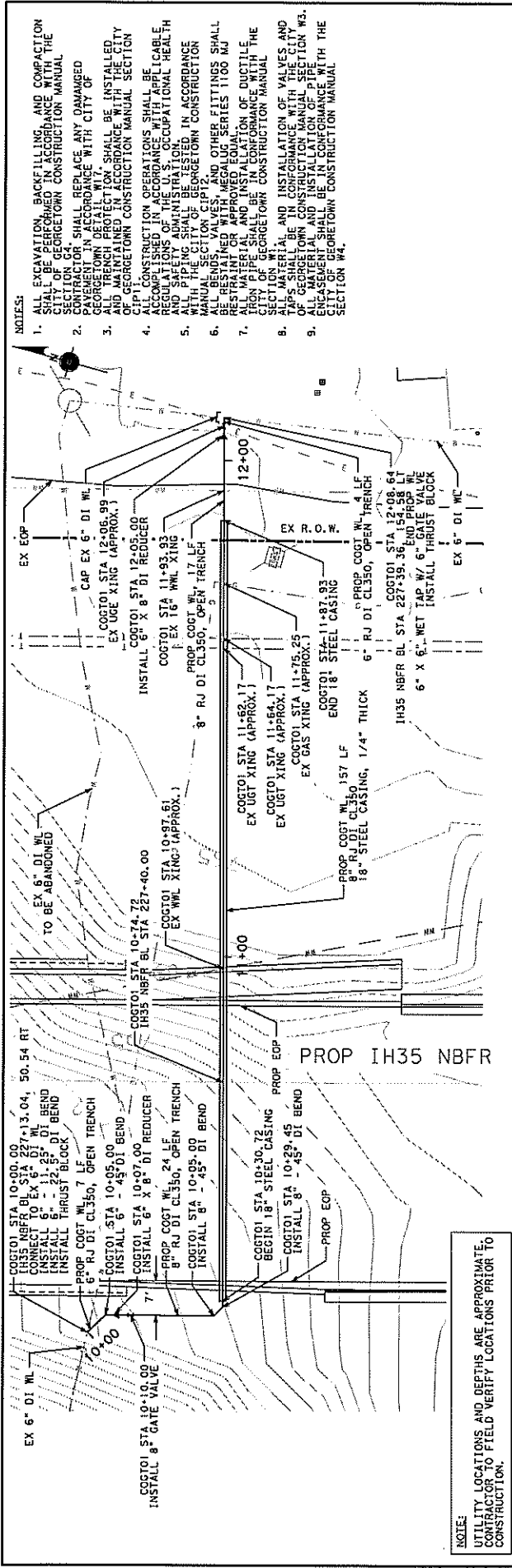
Project: CITY OF GEORGETOWN IH-35 NBFR WATERLINE RELOCATION

Hunter
Unit Price
(w/5%
Markup on
RVI Prices)

Bid Description	Bid Qty	Units	AMOUNT	SUBTOTAL	
PIPE, 6 INCH DIA RJ DI CL350 (ALL DEPTHS), INCLUDING EXCAVATION, BEDDING, BACKFILL, AND TRACER WIRE	11	LF	150.00	\$1,650.00	\$157.50
PIPE, 8 INCH DIA RJ DI CL350 (ALL DEPTHS), INCLUDING EXCAVATION, BEDDING, BACKFILL, AND TRACER WIRE	198	LF	225.00	\$44,550.00	\$236.25
*3 PIPE, 18 INCH DIA STEEL ENCASMENT, 1/4" THICKNESS (ALL DEPTHS), INCLUDING EXCAVATION, BEDDING, BACKFILL, CASING SPACERS, AND END SEALS	157	LF	200.00	\$31,400.00	\$210.00
DUCTILE IRON FITTINGS	0.5	TON	15,000.00	\$7,500.00	\$15,750.00
CONCRETE THRUST BLOCK	2	EA	750.00	\$1,500.00	\$787.50
TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEM, (ALL DEPTHS)	209	LF	15.00	\$3,135.00	\$15.75
VALVES, RESILIENT SEATED GATE TYPE, 6 INCH DIA	1	EA	1,450.00	\$1,450.00	\$1,522.50
VALVES, RESILIENT SEATED GATE TYPE, 8 INCH DIA	1	EA	1,850.00	\$1,850.00	\$1,942.50
CONNECT EX WATERLINE, 6" X 6" DRY	1	EA	3,500.00	\$3,500.00	\$3,675.00
CONNECT EX WATERLINE, 6" X 6" WET TAP INCLUDING SLEEVE	1	EA	5,500.00	\$5,500.00	\$5,775.00
*1 HOT MIX ASPHALTIC CONCRETE, 2" DEPTH, TYPE D	80	SF	NO BID	NO BID	\$108.00
*1 FLEXIBLE BASE, 8" DEPTH, TYPE 1	80	SF	NO BID	NO BID	
*2 CONCRETE REPAIR	1500	SF	10.00	\$15,000.00	\$10.50
			TOTAL	\$117,035.00	

NOTES:

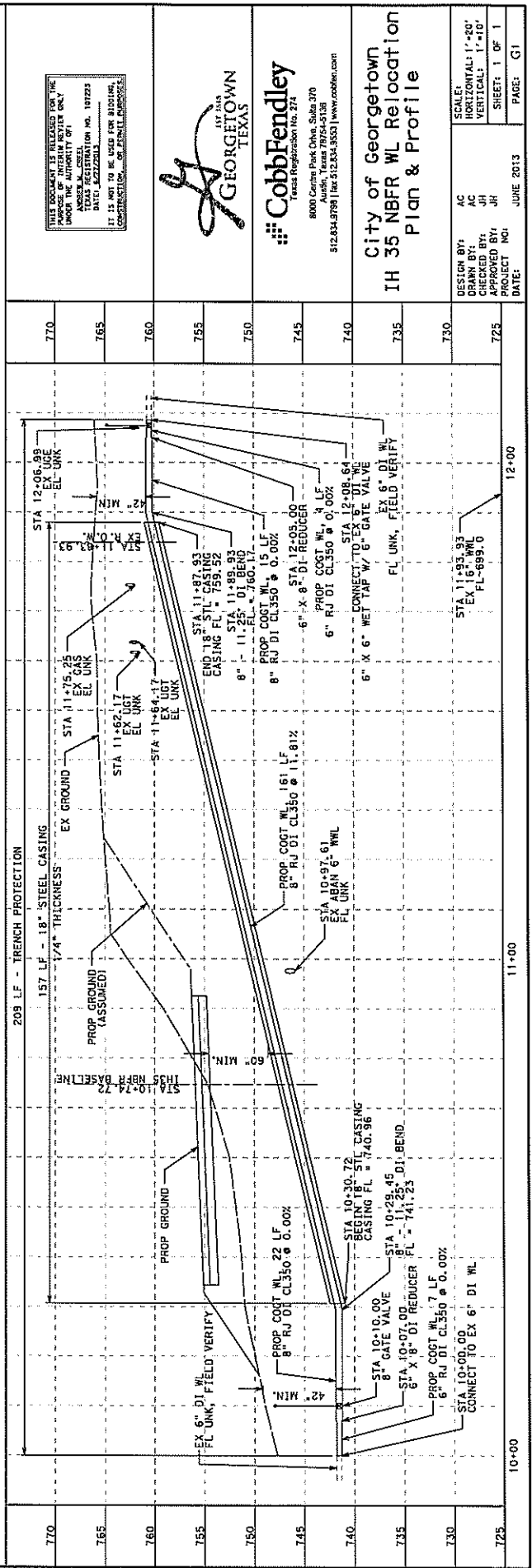
- *1 SAW NO ASPHALT TO BE REPAIRED
- *2 CONCRETE REPAIR AT TIE-IN FROM 10+00 TO 10+30
- *3 PRESSURE GROUT MIGHT NEED TO BE ADDED TO HOLD PIPE IN PLACE.



NOTE:
UTILITY LOCATIONS AND DEPTHS ARE APPROXIMATE.
CONTRACTOR TO FIELD VERIFY LOCATIONS PRIOR TO
CONSTRUCTION.

NOTES:

1. ALL EXCAVATION, BACKFILLING, AND COMPACTION SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF GEORGETOWN CONSTRUCTION MANUAL SECTION W3.
2. CONTRACTOR SHALL REPLACE ANY DAMAGED PAVEMENT IN ACCORDANCE WITH THE CITY OF GEORGETOWN CONSTRUCTION MANUAL SECTION W4.
3. ALL TRENCH PROTECTION SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF GEORGETOWN CONSTRUCTION MANUAL SECTION W4.
4. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION (OSHA).
5. ALL PIPING SHALL BE TESTED IN ACCORDANCE WITH THE CITY OF GEORGETOWN CONSTRUCTION MANUAL SECTION W4.
6. ALL TRENCHES SHALL BE PROTECTED WITH THE CITY OF GEORGETOWN CONSTRUCTION MANUAL SECTION W4.
7. ALL TRENCHES SHALL BE PROTECTED WITH THE CITY OF GEORGETOWN CONSTRUCTION MANUAL SECTION W4.
8. TAPS SHALL BE IN CONFORMANCE WITH THE CITY OF GEORGETOWN CONSTRUCTION MANUAL SECTION W3.
9. ALL MATERIALS AND INSTALLATION SHALL BE IN CONFORMANCE WITH THE CITY OF GEORGETOWN CONSTRUCTION MANUAL SECTION W4.



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DATE: 6/27/2013
TODAS REGISTRATION NO. 19723



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City of Georgetown
IH 35 NBFR WL Relocation
Plan & Profile

DESIGN BY: AC	SCALE: HORIZONTAL: 1"=20'
DRAWN BY: AC	VERTICAL: 1"=10'
CHECKED BY: JH	
APPROVED BY: JH	
PROJECT NO:	SHEET: 1 OF 1
DATE: JUNE 2013	PAGE: G1

TECHNICAL SPECIFICATIONS

SECTION CIP11 – TRENCH SAFETY REQUIREMENTS

CIP11.01

SCOPE OF WORK

- A. This specification covers the requirements to plan, design, construct, install, maintain, monitor, modify as necessary, and remove upon completion, a Trench Safety System as specified herein.
- B. The requirements of this Section apply to all trenches which equal or exceed a depth of five (5) feet, measured from the ground surface at the highest side of the trench to the trench bottom.
- C. All applicable and non-conflicting portions of Section G4- TRENCHING, BACKFILLING AND COMPACTION apply as appropriate.

CIP11.02

SUBMITTALS

- A. Within 30 days after the Notice to Proceed, but not less than 10 calendar days prior to execution of any trench excavation operations, the Contractor shall submit a site specific Trench Safety System Conformance Affidavit stating that operations will be conducted in full conformance with the OSHA Standards.
 - 1. The Conformance Letter shall also describe the Trench Safety System techniques proposed to be used on the Project.
 - 2. Specific references to the applicable OSHA Standards sections shall be included for each technique to be used.
- B. The Trench Safety System Plan shall be in writing, site specific and sufficiently detailed and clear to be understandable and usable by all personnel who will be executing, supervising and witnessing the trenching operations. A copy of the Trench Safety System Plan shall be available at the site of trenching operations at all times.
- C. If borings and/or detailed geotechnical analyses are required to develop the Trench Safety System Plan, they shall be executed by the Contractor at his cost.
- D. For trenches having depths greater than the various limits given in the OSHA Standards (8, 12 or 20 feet, depending on the techniques used), a site specific protective system shall be designed by a Registered Professional Engineer, registered in the State of Texas experienced in soil mechanics and structural design. The design shall be signed, sealed and dated by the Professional Engineer, and it shall identify those specific locations where the design is applicable.

CIP11.03

GENERAL

- A. All materials and products incorporated into the Trench Safety System shall be suitable for their intended uses; shall meet all design criteria and parameters used by the Trench Safety System designer; and shall meet all applicable requirements of OSHA Standards.

CIP11.04

METHODS OF PROVIDING FOR TRENCH SAFETY

- A. Protective systems referenced in this Section shall be as defined and described in 29 CFR 1962.652, "Requirements for Protective Systems."
- B. It is the duty, responsibility and prerogative of the Contractor to determine the specific applicability of a proposed Trench Safety System for each field condition encountered on the Project. Contractor specifically holds the City, Engineer, and any of their designated representatives harmless in any actions resulting from the failure or inadequacy of the Trench Safety System used to complete the Project.
- C. Unless otherwise noted on the drawings or excluded below, Sloping/Benching, Trench Shielding with trench boxes, and/or Sheet piling/Shoring/Bracing protective systems may be used on this Project.

D. Restrictions on the use of the various protective systems for this Project are as follows:

1. Sloping or Benching. Allowed with prior approval from the City.
2. Trench Shields/Boxes. No restrictions.
3. Sheet piling/Shoring/Bracing. No restrictions.

CIP11.05

INSPECTION DUTIES OF CONTRACTOR

- A. Provide a Competent Person, as defined in the OSHA Standards, to make frequent inspections of the trenching operations and the Trench Safety System in full conformance with the OSHA Standards.
- B. If evidence of a possible cave-in or landslide is apparent, all work in the trench shall immediately cease and not be resumed until all necessary precautions have been taken to safeguard personnel entering the trench.
- C. In an emergency situation, which may threaten or affect the safety or welfare of any persons or properties, the Contractor shall act at his discretion to prevent possible damage, injury or loss. Any additional compensation or time extension claimed for such actions shall be considered in view of the cause of the emergency and in accordance with the General Conditions.

CIP11.06

MEASUREMENT AND PAYMENT

- A. Payment for the Trench Safety Plan shall be on a Lump Sum price basis, the Lump Sum price being as given in the Bid Proposal.
- B. Payment for the Trench Safety Plan Implementation shall be on a unit price basis, the unit price being as given in the Bid Proposal, and the unit of measure being linear feet of trench and/or square foot of bore pit or structure, without regard to whether specific trench safety precautions are required or used for the trench reach being measured.

END OF SECTION

TECHNICAL SPECIFICATIONS

SECTION CIP12 – TESTING OF PIPELINES AND MANHOLES

CIP12.01

SCOPE OF WORK

- A. This specification covers the requirements to perform ex-filtration testing and deflection testing of gravity pipelines and to perform pressure and leakage testing of pressure pipelines.

CIP12.02

SUBMITTALS

- A. Within 30 days after the Notice to Proceed, the Contractor shall submit to the Engineer or the City for approval, technical product literature including a description of the deflection test procedure for flexible pipe greater than 27-inches in diameter, video inspection of gravity wastewater lines, and all other pertinent data to illustrate conformance to the specification found within.

CIP12.03

GENERAL

- A. The entire length of the installed gravity line and the force main shall be field tested for water tightness. Gravity wastewater lines shall be video taped by camera.
- B. Hydrostatic pressure and leakage tests shall be made on all pressure pipelines carrying wastewater or water.
- C. All labor and equipment, including, but not limited to test pump with regulated by-pass meters and gauges required for conducting pipeline tests, shall be furnished by the Contractor. The Contractor shall furnish equipment and necessary piping as required to transport water used in testing from source to test location.
- D. Time and sequence of testing shall be scheduled by the Contractor, subject to observation and approval by the City. The Contractor shall provide adequate labor, tools and equipment to operate valves and to locate and repair any leaks discovered during the initial filling of the pipeline prior to actual testing or during the course of the tests.

CIP12.04

CLEANING

- A. At the conclusion of the work, thoroughly clean all pipelines by flushing with water or other means to remove all dirt, stones, pieces of wood, or other material which may have entered the pipes during the construction period. Debris cleaned from the lines shall be removed from the low end of the pipeline. If after this cleaning, obstructions remain, they shall be removed. After the pipelines are cleaned and if the groundwater level is above the pipe or following a heavy rain, the Engineer will examine the pipes for leaks. If any defective pipes or joints are discovered, they shall be repaired, and/or replaced by the Contractor at his expense.

CIP12.05

TEST PROCEDURES FOR GRAVITY PIPELINES, FORCE MAINS AND MANHOLES

- A. Scope: After sewers and manholes have been installed and backfilled, subject newly laid gravity lines and manholes to a leakage test. Contractor to furnish all labor, materials, tools and equipment to test lines. Take such precautions as required to prevent damage to lines and appurtenances being tested. Repair any damage resulting from test at Contractor's expense. Conduct test in presence of Engineer or designated City Representative.
- B. Test Procedures for Leakage Test of Gravity Sewer: Contractor, at his option, may test lines by hydrostatic or low pressure air test as specified below. However, the Engineer may direct a specific test be performed in specified areas of the Project.

C. Infiltration or Exfiltration Test (for Gravity Sewer)

1. Preparation: Seal ends of line section being tested with water tight plugs, equipped with pipe riser inserted and braced in the inlet of the manholes. Fill section with water 24-hours prior to start of test. Fill slowly from downstream manhole in test section so that no air is trapped in the line. Leave outlets of stacks and service lines exposed and unplugged until after exfiltration test has been made. Outlets terminating below level of test water surface to be temporarily extended upward by installing additional lengths of pipe. After completion of satisfactory test, remove lengths of pipe added for test.
2. Duration of Test: Test for 24-hours. Minimum head of either two (2) feet measured above the crown, inside pipe at upper end of section or four (4) feet measured above trench water table, whichever is higher, so that a net positive of two (2) feet TCEQ is used for testing.
3. Allowable Leakage: Allowable leakage or exfiltration in any individual section under construction shall not exceed 10 gallons per inch of inside diameter per mile of pipe per 24 hours.

D. Low Pressure Air Test

1. Preparation: Clean pipe to be tested by propelling snug fitting inflated rubber ball through the pipe with water or by use of water jet cleaning equipment. After manhole to manhole reach of pipe has been backfilled and cleaned, pneumatic plugs shall be placed in the line at each manhole and inflated to 25 psig. Add air slowly to the section under test until the internal pressure of 4.0 psig is obtained. Allow at least two (2) minutes for air temperature to stabilize, adding only the amount of air required to maintain pressure.

2. Duration of Test and Allowable Leakage

Decrease pressure to 3.5 psig and start stopwatch. Determine the time in seconds that is required for the internal air pressure to reach 2.5 psig. Minimum permissible pressure holding times are indicated in seconds and shall be computed by the following equation:

$$T = (0.085 \times D \times K) / Q$$

T = time for pressure to drop 1.0 pound per square inch gauge in seconds

K = $0.000419 \times D \times L$, but not less than 1.0

D = average inside diameter in inches

L = length of line of same pipe size being tested, in feet

Q = rate of loss assume 0.0015 cubic feet per minute per square foot internal surface shall be used

Since K value of less than 1.0 shall not be used, there are minimum times for each pipe diameter as outlined below:

Pipe Diameter	Minimum Time	Length for Minimum Time	Time for Longer Length
(inches)	(seconds)	(feet)	(seconds)
6	340	398	0.855(L)
8	454	298	1.520(L)
10	567	239	2.374(L)
12	680	199	3.419(L)
15	850	159	5.342(L)
18	1020	133	7.693(L)
21	1190	114	10.471(L)
24	1360	100	13.676(L)

Pipe Diameter	Minimum Time	Length for Minimum Time	Time for Longer Length
27	1530	88	17.309(L)
30	1700	80	21.369(L)
33	1870	72	25.856(L)
36	2040	66	30.771(L)

The test may be stopped if no pressure loss has occurred during the first 25% of the calculated testing time. If any pressure loss or leakage has occurred during the first 25% of the testing period, then the test shall continue for the entire test duration as outlined above or until failure. Lines with a 27-inch average inside diameter and larger may be air tested at each joint. If the joint test is used, a visual inspection of the joint shall be performed immediately after testing. The pipe is to be pressurized to 3.5 psi greater than the pressure exerted by groundwater above the pipe. Once the pressure has stabilized, the minimum time allowable for the pressure to drop from 3.5 psi gauge to 2.5 psi gauge shall be 10 seconds.

E. Test Procedures for Hydrostatic Test for Manholes

1. Manholes shall be tested for leakage separately and independently of the wastewater lines by hydrostatic exfiltration testing, or other methods acceptable to the City. If a manhole fails a leakage test, the manhole must be made water tight and retested. The maximum leakage for hydrostatic testing shall be 0.025 gallon per vertical foot per hour. Alternative test methods must ensure compliance with the above allowable leakage. Hydrostatic exfiltration testing shall be performed as follows: all wastewater lines coming into the manhole shall be sealed with an internal pipe plug, then the manhole shall be filled with water and maintained full for at least one (1) hour. For concrete manholes a wetting period of 24-hours may be used prior to testing in order to allow saturation of the concrete.

F. Test Procedures for Vacuum Testing Manholes

1. In lieu of the hydrostatic exfiltration test, manholes may be tested by vacuum. Manholes tested by vacuum shall be performed by the Contractor in compliance with these specifications.
2. Manholes shall be tested after installation of all connections (existing and/or proposed) in place. All lift holes shall be plugged with an approved non-shrink grout and all drop connections and gas sealing connections shall be installed prior to testing. The lines entering the manhole shall be temporarily plugged with the plugs braced to prevent them from being drawn into the manhole. The plugs shall be installed in the lines beyond the drop-connections, gas sealing connections, etc. The test head shall be placed inside the frame at the top of the manhole and inflated in accordance with the manufacturer's recommendations. A vacuum of 10-inches of mercury shall be drawn, and the vacuum pump shall be turned off. With the valve closed, the level of vacuum shall be read after the required test time as shown in the following table. If the drop in the level is less than one (1) inch of mercury (final vacuum of nine (9) inches of mercury), the manhole will have passed the vacuum test. The required test time shall be 120-seconds.
3. Manholes which have a final vacuum of nine (9) inches of mercury after the time indicated will be accepted. Any manhole which fails the vacuum test as described above shall be repaired with an approved non-shrink grout or other material acceptable to the Engineer and the City based on the material from which the manhole is constructed. The manhole shall be retested as described above until a successful test is made.

G. Exfiltration Test

1. Preparation: Seal ends of manhole being tested with watertight plugs. Fill manhole 24-hours prior to start of test. Manholes to be filled to top of manhole cone section.
2. Duration of Test: The test shall be performed for a 24-hour duration.
3. Allowable Leakage: No leakage is allowed. The water elevation shall be the same at beginning and end of test period.

H. Deflection Testing

1. Deflection tests shall be performed on all flexible pipes. For pipes with inside diameters less than 27-inches, a rigid mandrel shall be used to measure deflection. For pipelines with an inside diameter of 27-inches and greater, the Contractor shall submit to the Engineer the proposed method, with which shall provide a precision of \pm two tenths of one percent (0.2%) deflection, for review and approval by the Texas Commission on Environmental Quality. The test shall be conducted after final backfill has been in place at least 30 days in the presence of a representative of the City's Utilities Department. No pipe shall exceed a deflection of five percent (5%). If a pipe should fail to pass the deflection test, the problem shall be corrected and a second test shall be conducted after the final backfill has been in place an additional 30 days. Test shall be performed without mechanical pulling devices.
 2. Mandrel Sizing: The rigid mandrel shall have an outside diameter (O.D.) equal to 95% of the inside diameter (I.D.) of the pipe. The inside diameter of the pipe, for the purpose of determining the outside diameter of the mandrel, shall be the average outside diameter of the pipe minus two minimum wall thickness for O.D. controlled pipe and the average inside diameter for the I.D. Controlled pipe, all dimensions shall be per appropriate standard. Statistical or other "tolerance packages" shall not be considered in mandrel sizing.
 3. Mandrel Design: The rigid mandrel shall be constructed of a metal or rigid plastic material that can withstand 200 psi without being deformed. The mandrel shall have nine or more "runners" or "legs" as long as the total number of legs is an odd number. The barrel section of the mandrel shall have a length of at least 75% of the inside diameter of the pipe. A proving ring shall be provided and used for each size mandrel in use.
 4. Method Options: Adjustable or flexible mandrels are prohibited. A television inspection is not a substitute for the deflection test. A deflectometer may be approved provided the Contractor notifies the Engineer in a timely manner and submits adequate information for the Engineer to submit to the Texas Commission on Environmental Quality for review and approval. Mandrels with removable legs or runners may also be approved provided the Contractor notifies the Engineer in a timely manner and submits adequate information for the Engineer to submit to the Texas Commission on Environmental Quality for review and approval.
- I. Repairs of Lines: Remove and replace or make approved corrective repairs to any section of line or manhole which has leakage that exceeds above amounts. Repair any individual leaks that may appear whether or not overall section meets leakage requirements. Individual leaks will ordinarily be revealed by looking through sewer with a light while groundwater level is over sewer, during water tamping operations or immediately after water leakage is emptied from sewer.
- J. Retest: Sewers and/or manholes failing to meet requirements of leakage test will, after repair by Contractor, be tested again for leakage. No sewer or manhole will be accepted until leakage is less than allowable amount.

K. Video Inspection

1. The use of a television camera for inspection prior to placing the sewer in service will be required. Video inspection is at the cost of the Contractor, and copies of the DVD will be presented to the City prior to final acceptance. One (1) copy of the DVD shall be submitted to the City.
2. Post construction video of the gravity wastewater lines will be evaluated on a case-by-case basis for acceptance. Preparation for video taping of wastewater line shall be as follows:
 - a. Flush and clean the gravity wastewater line prior to video taping.
 - b. The videotape shall display the station, in accordance with the Plans and Standards, and counter on the screen. Manhole numbers and stations shall correspond to the contract documents.
 - c. If debris is evident in the line during the video, the line will be flushed and cleaned to allow a clean video.
 - d. All manholes will be identified at the beginning and end of the video corresponding to contract documents with upstream and downstream ends identified.
 - e. Additional video inspections shall be performed prior to completion of one-year warranty period and submitted on DVD.

L. Force Main

1. Force Main shall be pressure tested one and one-half (1 1/2) times the maximum output of the pumps. The allowable hydrostatic leakage rate shall be based on CIP 12.06 Table 6A.

CIP12.06

TEST PROCEDURES FOR PRESSURE PIPELINES

A. General

1. After the pipe has been laid and backfilled and the backfill has been otherwise consolidated, all newly laid pipe, or any valved section thereof, shall be subjected to the hydrostatic pressure specified below for that particular type of pipe. The duration of the hydrostatic test shall be at least two (2) hours. Unless otherwise specified or noted on the Plans. All meters, fixtures, devices or appliances which are connected to the pipeline system and which might be damaged if subjected to the specified test pressure shall be disconnected and the ends of the branch lines plugged or capped during the testing procedures.
2. Each valved (capped or plugged) section of pipe shall be filled slowly with water and all air shall be expelled. If permanent air vents are not located at all high points, the Contractor shall install, at his own expense, corporation or blow-off cocks at such points so that air can be expelled as filling takes place. After verification that all air has been expelled, the cocks shall be closed and the pipe kept filled until tested. All exposed pipe, fittings, valves, hydrants and joints shall be examined while under test pressure and all visible leaks shall be stopped. Any cracked or defective pipe, fittings, valves or hydrants discovered during testing shall be removed and replaced by the Contractor. Replacement shall be with sound material and the test shall be repeated until satisfactory to the City.

- B. Special Requirements: Where any section of pipeline is provided with concrete reaction blocking, the hydrostatic pressure shall not be made until at least five (5) days have elapsed after installation of the blocking. However, if high-early-strength cement is used in the concrete, two (2) days shall have elapsed prior to testing.

- C. Leakage Test: A Leakage Test will be conducted on each valved section over the entire Project. The leakage test shall be at 150 psi for at least four (4) hours. Fire lines shall be tested at 200 psi for two (2)

hours with 0 loss.

D. Allowable Leakage

1. The allowable hydrostatic leakage rate shall be based on the following formula:

Fire lines 0 loss

$$L = \frac{SD}{133,200} \sqrt{P}$$

L = testing allowance in gallons per hour

S = length of pipe tested in feet

D = nominal diameter of the pipe in inches

P = average test pressure during the hydrostatic test in pounds per square inch (gauge)

Table 6A

Hydrostatic testing allowance per 1,000 ft of pipeline* - gph†

Avg. Test Pressure <i>psi</i>	Nominal Pipe Diameter – in.																	
	3	4	6	8	10	12	14	16	18	20	24	30	36	42	48	54	60	64
450	.48	.64	.95	1.27	1.59	1.91	2.23	2.55	2.87	3.18	3.82	4.78	5.73	6.69	7.64	8.60	9.56	10.19
400	.45	.60	.90	1.20	1.50	1.80	2.10	2.40	2.70	3.00	3.60	4.50	5.41	6.31	7.21	8.11	9.01	9.61
350	.42	.56	.84	1.12	1.40	1.69	1.97	2.25	2.53	2.81	3.37	4.21	5.06	5.90	6.74	7.58	8.43	8.99
300	.39	.52	.78	1.04	1.30	1.56	1.82	2.08	2.34	2.60	3.12	3.90	4.68	5.46	6.24	7.02	7.80	8.32
275	.37	.50	.75	1.00	1.24	1.49	1.74	1.99	2.24	2.49	2.99	3.73	4.48	5.23	5.98	6.72	7.47	7.97
250	.36	.47	.71	.95	1.19	1.42	1.66	1.90	2.14	2.37	2.85	3.56	4.27	4.99	5.70	6.41	7.12	7.60
225	.34	.45	.68	.90	1.13	1.35	1.58	1.80	2.03	2.25	2.70	3.38	4.05	4.73	5.41	6.03	6.76	7.21
200	.32	.43	.64	.85	1.06	1.28	1.48	1.70	1.91	2.12	2.55	3.19	3.82	4.46	5.09	5.73	6.37	6.80
175	.30	.40	.59	.80	.99	1.19	1.39	1.59	1.79	1.98	2.38	2.98	3.58	4.17	4.77	5.36	5.96	6.36
150	.28	.37	.55	.74	.92	1.10	1.29	1.47	1.66	1.84	2.21	2.76	3.31	3.86	4.41	4.97	5.52	5.88
125	.25	.34	.50	.67	.84	1.01	1.18	1.34	1.51	1.68	2.01	2.52	3.02	3.53	4.03	4.53	5.04	5.37
100	.23	.30	.45	.60	.75	.90	1.05	1.20	1.35	1.50	1.80	2.25	2.70	3.15	3.60	4.05	4.50	4.80

* If the pipeline under test contains sections of various diameters, the testing allowance will be the sum of the testing allowance for each size.

† Calculated on the basis of Eq. 1.

- a. These formulas are based on a testing allowance of 11.65 gpd/mi/in. (1.079 L/d/km/mm) of nominal diameter at a pressure of 150 psi (1,034 kPa).
- b. 5.2.1.6.1 Testing allowance at various pressures is shown in Tables 6A and 6B.
- c. 5.2.1.6.2 When testing against closed metal-seated valves, an additional testing allowance per closed valve of 0.0078 gal/h/in. (1.2 mL/h/mm) of nominal valve size shall be allowed.
- d. 5.2.1.6.3 When hydrants are in the test section, the test shall be made against the main valve in the hydrant.
- e. 5.2.1.7 Acceptance of installation. Acceptance shall be determined on the basis of testing allowance. If any test of laid pipe discloses a testing allowance greater than that specified in Sec. 5.2.1.6, repairs or replacements shall be accomplished in accordance with the specifications.
- f. 5.2.1.7.1 All visible leaks are to be repaired regardless of the allowance used for

TECHNICAL SPECIFICATIONS

SECTION G4 - PIPE EXCAVATION, TRENCHING, EMBEDMENT, ENCASEMENT AND BACKFILLING

G4.01 SCOPE OF WORK

- A. This specification covers the requirements for furnishing all labor, equipment and material and performing all work necessary, in connection with excavation, trenching, embedment, encasement, and backfilling, for the installation of water lines, storm sewer lines, wastewater lines, etc. in this Project.

G4.02 SUBMITTALS

- A. Within 30 days after the Notice to Proceed, the Contractor shall submit to the Engineer or the City for approval, technical product literature including a Trench Safety Plan (which shall be sealed by a Professional Engineer registered in the State of Texas, if required) embedment material (source, gradation and type), backfill material (source, gradation and type), encasement material (if required), equipment and all other pertinent data to illustrate conformance to the specification found within.

G4.03 EXCAVATION

A. General

1. Excavation shall include the removal of any trees, stumps, brush, debris, or other obstacles that may obstruct the line of work, and the excavation and removal of all earth, rock or other materials to the extent necessary to install the pipe and appurtenances in conformance with the line and grades shown in the Plans, or as specified.

B. Maximum and Minimum Width of Trenches

1. The sides of all trenches shall be cut as nearly vertical as possible. Unless otherwise specified on the Plans, the minimum width of trench in which the pipe may be installed shall not be less than 12-inches plus the outside diameter of the pipe, and the maximum width shall not be more than 24-inches plus the outside diameter of the pipe, measured at an elevation in the trench which is 12-inches above the top of the pipe when it is laid to grade.
2. Wherever the prescribed maximum trench width is exceeded, the Contractor shall use the class embedment or encasement required by the Engineer to provide the load carrying capacity for the trench width as actually cut, and the additional cost incurred will be borne by the Contractor.

C. Sheeting and Shoring

1. Where required in the Contractor's Trench Safety System, or where required for other reasons in caving ground, or in wet, saturated or flowing materials, the sides of all trenches and excavations shall be adequately sheeted and braced so as to maintain the excavation free from slides or cave-ins.
2. Sheeting and shoring shall not be left in place unless its removal is impractical.

D. Dewatering Excavations

1. There shall be sufficient pumping equipment, in good working order, available at all times to remove any water that accumulates in excavations. Where the pipeline crosses natural drainage channels, the work shall be conducted in such a manner that unnecessary damage or delays in the prosecution of the work will be prevented. Provisions shall be made for the

satisfactory disposal of surface water pumped so as to prevent damage to public or private property. The Contractor shall be responsible for maintaining safe working conditions and suitable construction techniques.

E. Disposal of Excavated Materials

1. Suitable excavated materials may be piled adjacent to the work to be used for backfilling. Excavated materials unsuitable for backfilling, or in excess of that required for backfilling, shall be disposed of by the Contractor. Desirable topsoil, sod, etc. shall be carefully removed and piled separately adjacent to the work when required. Excavated materials shall be handled at all times in such a manner as to cause a minimum of inconvenience to public travel. Suitable selected bedding or backfill material shall be provided at no additional cost to the City.

F. Trench Depth

1. Excavation for the pipeline shall be removed to a depth below the pipe barrel and pipe bell as shown in the Plans for the type of embedment specified, and the bottom of the trench brought to true subgrade with the embedment or encasement shown in the Plans.

G. Soft Subgrade

1. Where soft or spongy material is encountered in the excavation at subgrade level, it shall be removed to such a depth that a stable foundation is achieved by replacing the unsuitable material with tamped gravel, brought to the level of the bottom of bedding.
2. Gravel used shall be washed gravel or crushed stone and may fit any gradation of size up to three (3) inches. The particular gradation shall take into consideration the actual field conditions.

H. Excavated Materials

1. Excavated materials shall be piled adjacent to the work to be used for backfilling as required. After the trench has been refilled, topsoil shall be replaced to the extent that rock excavated from the trench will be completely covered and the area is returned to its original condition.
2. Where required on the Plans or when otherwise specified, desirable topsoil shall be piled separately in a careful manner and replaced in its original position.
3. Where a trench is required to cross a paved area, the asphalt or concrete shall be saw cut and removed for a total width that is two (2) feet greater than the trench width. The Contractor shall dispose of all excavated concrete, asphalt and subgrade material that is unsuitable for backfilling or in excess of that required for backfilling.

I. Damage to Existing Utilities

1. Where existing utilities are damaged, they shall be replaced immediately with material equal to or better than the existing material. Such work shall be at the entire expense of the Contractor.

G4.04

EMBEDMENT AND ENCASEMENT

A. General

1. Embedment shall be as required in the Plans or Standards. All embedment materials shall be free of grass, roots, vegetation, and other deleterious materials. Embedment Standards are shown on the Plans or Standards.

2. When the pipe has been checked for line and grade, the trench shall be backfilled with enough granular material or concrete on both sides to hold the pipe firmly in position. When placing granular material or concrete around the pipe, care shall be taken to fill all voids around the pipe. The pipe shall not be floated. The embedment or encasement material shall be carefully tamped to assure uniform pipe support and density.

B. Embedment Materials

1. Material for embedment shall conform to the following sieve analysis:

<u>Sieve Size</u>	<u>$\frac{3}{8}$" F % Retained</u>	<u>$\frac{1}{2}$" D % Retained</u>
$\frac{1}{2}$ "	0	0
$\frac{3}{8}$ "	0-2	5-25
4m	40-85	80-100
10m	95-100	96-100

C. Concrete Embedment and Encasement

1. Concrete embedment and encasement and cap shall have a minimum compressive strength of 2,000 pounds per square inch at 28 days.
2. Dry mix will not be permitted. The concrete cushion portion of the embedment or encasement will be mixed moist or damp to give a slump of not more than one (1) inch. Concrete for the sides and top, if specified, shall be mixed to obtain a slump of not less than one (1) inch or more than three (3) inches.
3. After pipe joints are completed, the voids at the joints in the embedment section shall be filled with concrete, and the embedment shall be brought up to proper grade. Where concrete is placed over or along the pipe, it shall be placed in such a manner as not to damage or injure the joints or displace the pipe. Care shall be taken in the placement of concrete to assure that a uniform pad, free of voids and of specified thickness, is constructed under the entire pipe section.
4. A cleavage line between the base concrete and the side embedment concrete will not be allowed. Backfilling shall be done in a careful manner and at such time, after concrete embedment or encasement has been placed, as not to damage the concrete in any way.

G4.05

BACKFILLING

A. General

1. Backfilling shall include the refilling and consolidating of the fill in trenches and excavations up to the surrounding ground surface or road grade at crossings. No backfill shall be placed until the Engineer, the City or his authorized Inspector has inspected the trench and pipe in place and has authorized the placing of backfill.
2. Backfilling shall be done with select material or concrete backfill as described hereafter and shown on the Plans. No material of a perishable, spongy or otherwise unsuitable nature shall be used in backfilling.

B. Select Backfill Material

1. Unless otherwise shown on the Plans, or approved by the Engineer, the select material backfill shall be Specification Section SD4 Flexible Base, Type A Grade 1.

2. If approved by the Engineer, good, sound earth may be used as select material for backfill over the pipe. Good, sound earth as defined as gravel, sandy loam or loam, free from excessive clay. Select material shall not have rocks with an average dimension larger than one (1) inch, and no dimension greater than two (2) inches.
 3. An alternative to the flexible base as select backfill will be on-site or imported select material so long as it is properly moisture-conditioned, placed and compacted.
 4. It shall be the full responsibility of the Contractor to explore the project and subsurface materials to determine if the trench excavation will be suitable for use as select materials and to follow as closely as possible this Specification to insure a good, sound pipeline when completed.
- C. Concrete Trench Cap
1. Where 36-inch minimum cover cannot be obtained or due to potential surface loading, the City may require a cap to be installed.
- D. Concrete Backfill
1. Where shown on the Plans, concrete backfill shall consist of selected rock material or granular sand material mixed with a minimum of three sacks of cement per cubic yard. All material shall be mixed in a concrete mixer or transit mixed unless otherwise approved by the City.
- E. Backfilling Operation
1. Backfilling operation outside of pavement shall be compacted to the required density without damaging the pipe or bedding. Backfill under non paved areas, two feet outside of any structure or utilities and excluding lines within a floodplain, streams and watercourses shall be compacted to 90% of the maximum dry density in accordance Tex-114-E. Areas within two feet of structures or existing utilities and areas within a floodplain, streams and water courses shall be compacted to 95% in accordance with Tex-114-E. Prior to any compaction, moisture shall be within $\pm 3\%$ of the optimum moisture content.
 2. All trenches under proposed or existing concrete roadways, driveways and sidewalks, paved waterways, brick roadways, asphaltic roadways with concrete base, gravel roadways, and roadways with gravel base and asphalt surface, shall be backfilled to the required density in six (6) inch maximum lifts without damaging the pipe or bedding except the first lift over the pipe bedding will be twelve (12) inches in depth. Swelling soils (soils with a plasticity index of 20 or more) shall be sprinkled as required to provide not less than optimum moisture nor more than 3% over the optimum moisture content to the extent necessary to provide not less than 95% nor more than 102% of the maximum dry density as determined in accordance with Tex-114-E. Non-swelling soils (soils with a plasticity index less than 20) shall be sprinkled as required and compacted to the extent necessary to provide not less than 95% of the optimum dry density with the moisture within $\pm 3\%$ of the optimum moisture content in accordance with Tex-114-E. Jetting with water will not be permitted. Flexible base used as select backfill shall be compacted to 95% of Tex-113E at $\pm 3\%$ of the optimum moisture content.
 3. After the trench has been refilled, topsoil shall be replaced to the extent that rock excavated from the trench will be completely covered or removed and the area is returned to its original condition, except that in cultivated areas a minimum of six (6) inches of topsoil shall be replaced.

G4.06

PAYMENT

G4-4

PIPE EXCAVATION, TRENCHING,
EMBEDMENT, ENCASEMENT
AND BACKFILLING

- A. No separate payment will be made for work performed under this Specification for excavating, trenching, embedment, and backfilling. All costs incurred shall be included in the contract price for the appropriate items in the Proposal and Bid Schedule.
- B. No separate payment will be made for the bedding used in embedment. All costs incurred shall be included in the contract price for the appropriate bid item.
- C. Separate payment, if authorized by the City, will be made for crushed stone or washed gravel as described in these specifications under Section G4.02(G), SOFT SUBGRADE, at the contract unit price per cubic yard as provided in the Proposal and Bid Schedule under "Extra Gravel for Embedment."
- D. Separate payment will be made for 2,000 psi Concrete Encasement or Backfill at the contract unit price per cubic yard or linear foot as provided in the Proposal and Bid Schedule under 2,000 psi Concrete Encasement. Concrete and three (3) sack granular sand or rock material mix backfill will be measured in cubic yards or linear feet actually placed based on actual trench width not to exceed the specified maximum trench width and will be paid for at the contract price per cubic yard or linear foot as provided in the Proposal and Bid Schedule.
- E. Where authorized by the Engineer, gravel used to replace unsuitable material will be paid for at the unit bid price for Extra Gravel for embedment.

END OF SECTION

TECHNICAL SPECIFICATIONS

SECTION W1 – DUCTILE IRON PIPE AND FITTINGS

W1.01 SCOPE OF WORK

- A. This specification covers the requirements to furnish and install ductile iron pipe and ductile iron pipe fittings including bracing, pipe laying, jointing, testing, blocking, and any other work that is required or necessary to complete the installation as shown on the Plans and as specified herein.

W1.02 SUBMITTALS

- A. Within 30 days of the Notice to Proceed, the Contractor shall submit to the Engineer for approval, technical product literature including the name of the pipe and fitting suppliers and a list of materials to be furnished, completely detailed working drawings and schedules of all ductile-iron pipe and fittings required, prior to each shipment of pipe, submit certified test reports that the pipe for this Contract was manufactured and tested in accordance with the ASTM and ANSI/AWWA Standards specified herein.

W1.03 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM)
1. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs 60,000 PSI Tensile Strength.
- B. American Water Works Association (AWWA)
1. AWWA C104 - Cement-Mortar Lining for Ductile-Iron Pressure Pipe and Fittings.
 2. AWWA C105 - Polyethylene Encasement for Ductile-Iron Piping for Water and Other Liquids.
 3. AWWA C110 - Ductile-Iron and Gray-Iron Fittings, 3-inch Through 48-in for Water and Other Liquids.
 4. AWWA C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
 5. AWWA C115 - Standard for Flanged Ductile-Iron Pipe with Threaded Flanges.
 6. AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds for Water or Other Liquids.
 7. AWWA C153 - Ductile-Iron Compact Fittings, 3-inch Through 16-inch for Water and Other Liquids.
 8. AWWA C600 - Standard for Installation of Ductile-Iron Water Mains and Their Appurtenances.
 9. AWWA C651 - Disinfection Water Mains
- C. American National Standards Institute (ANSI)
1. ANSI B16.1 - Cast Iron Pipe Flanges and Flanged Fittings.
- D. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

W1.04 QUALITY ASSURANCE

- A. All ductile-iron pipe and fittings shall be from a single Manufacturer. All ductile-iron pipe to be installed under this Contract may be inspected at the foundry for compliance with these Specifications by an independent testing laboratory provided by the City. The Contractor shall require the Manufacturer's cooperation in these inspections. The cost of foundry inspection of all pipe approved for this Contract, plus the cost of inspection of disapproved pipe will be borne by the Contractor.
- B. Inspection of the pipe will be made by the Engineer or other representatives of the City after delivery. The pipe shall be subject to rejection at any time on account of failure to meet any of the Specification requirements, even though pipes may have been accepted as satisfactory at the place of manufacture. Pipe rejected after delivery shall be marked for identification and shall immediately be removed from the job.

W1.05

MATERIALS

- A. Ductile iron pipe shall conform to AWWA C151, be manufactured from metal having a minimum tensile strength of 60,000 psi, a minimum yield strength of 42,000 psi, and a minimum elongation of 10 percent (60-42-10), and be provided in the following minimum pressure classes:
 - 1. 12-inch and smaller, Class 350.
 - 2. 14-inch through 20-inch, Class 250.
 - 3. 24-inch, Class 200.
 - 4. 30-inch and larger, Class 150.
- B. Ductile iron fittings shall conform to AWWA C110 or C153.
- C. All pipe and fittings shall have a bituminous outside coating in accordance with AWWA C151 and C110, respectively. All pipe and fittings shall be cement-mortar lined and seal coated in accordance with AWWA C104. Cement mortar lining shall be double thickness.
- D. Ductile iron pipe with push-on or mechanical joints shall be centrifugally cast pipe in accordance with AWWA C150 and C151.
- E. Restrained joints shall be restrained push-on joints, TR Flex by U.S. Pipe and Foundry; Lok-Fast by American Cast Iron Pipe Company, or equal. Joints shall be suitable for 250 psi working pressure and be fabricated of heavy section ductile iron casting. Bolts and nuts shall be low carbon steel conforming to ASTM A307, Grade B.
- F. Sleeve type couplings shall be of steel and shall be Style 38 by Dresser Manufacturing Division, Smith-Blair or equal. Couplings shall be furnished with black steel bolts and nuts and with pipe stop removed. Gaskets shall be of a material suitable for exposure to liquid within the pipe.

W1.06

POLYETHYLENE ENCASEMENT

- A. All buried ductile iron pipe and metallic fittings shall be encased with 8 mil, Type I, Grade E-1, polyethylene film conforming to AWWA C105. Class usage shall be:
 - 1. Class A - Natural Color where exposure to weather (including sunlight) is less than 48 hours total before burial.
 - 2. Class C - Black where exposure to weather (including sunlight) may be more than 48 hours.
- B. Exposure to weather shall be kept to a minimum, and in no case shall it exceed 10 days. The Class of polyethylene used shall be approved by the Engineer.
- C. Polyethylene encasement shall not be paid for separately, but the cost there of shall be included in the appropriate item of the Proposal and Bid Schedule.

W1.07

LAYING DUCTILE IRON PIPE AND FITTINGS

- A. Care shall be taken in loading, transporting and unloading to prevent injury to the pipe, lining or coatings. Pipe or fittings shall not be dropped. All pipe or fittings shall be examined before laying and no piece shall be installed which is found to be defective. Any damage to the pipe linings or coatings shall be repaired as directed by the Engineer. Handling and laying of pipe and fittings shall be in accordance with the Manufacturer's instruction and as specified herein.
- B. All pipe and fittings shall be thoroughly cleaned before laying, shall be kept clean until they are used in the work, and when laid, shall conform to the lines and grades required. Pipe shall not be laid unless the subgrade is free of water and in a satisfactory condition. Ductile iron pipe and fittings shall be installed in accordance with the requirements of AWWA C600 except as otherwise provided herein. All piping on this project regardless of size or class shall be placed in the embedment as shown on the detail sheets in the Plans. If any defective pipe is discovered after it has been laid, it shall be removed and replaced with a sound pipe in a satisfactory manner by the Contractor, at his own expense.
- C. All pipe shall be sound and clean before laying. When laying is not in progress, including lunchtime, the open ends of the pipe shall be closed by watertight plugs or other approved means. Good alignment shall be preserved in laying. The deflection at joints shall not exceed that recommended by the Manufacturer. Fittings, in addition to those shown on the Plans, shall be provided, if required, for crossing utilities which may be encountered upon opening the trench. Solid sleeves shall be used only where approved by the Engineer and the City.
- D. When cutting pipe is required, the cutting shall be done by machine, leaving a smooth cut at right angles to the axis of the pipe. Cut ends of pipe to be joined with a bell shall be beveled to conform to the manufactured spigot end. Cement lining shall be undamaged.
- E. Joints shall be protected by eight (8) mil. Polyethylene film prior to placing concrete. Concrete shall be placed against undisturbed material, and shall not cover joints, bolts or nuts, or interfere with the removal of any joint.

W1.08

PUSH-ON JOINTS

- A. Push-on joints shall be made in accordance with AWWA C111 and the Manufacturer's instructions. Pipe shall be laid with bell ends in the direction of trenching. A rubber gasket shall be inserted in the groove of the bell end of the pipe, and the joint surfaces cleaned and lubricated. The plain end of the pipe to be laid shall then be aligned and inserted in the bell of the pipe to which it is to be joined and pushed home with a jack or by other means. After joining the pipe, a metal feeler shall be used to make certain that the rubber gasket is correctly located.

W1.09

MECHANICAL JOINTS

- A. Mechanical joints shall be made in accordance with Appendix "A" of AWWA C111 and the Manufacturer's instructions. Thoroughly clean and lubricate the joint surfaces and rubber gasket with soapy water before assembly. Bolts shall be tightened to the specified torque. Under no conditions shall extension wrenches or pipe over the handle of ordinary ratchet wrench be used to secure greater leverage.

W1.10

RESTRAINED JOINTS

- A. Restrained joints shall be installed where shown on the Plans. The joint assemblies shall be made in accordance with the Manufacturer's recommendations.

W1.11

SLEEVE TYPE COUPLINGS

- A. Couplings shall be installed where shown on the Plans. Couplings shall not be assembled until adjoining push-on joints have been assembled. After installation, apply a heavy bitumastic coating to bolts and nuts.

W1.12

POLYETHYLENE ENCASEMENT

- A. The polyethylene encasement shall be installed in accordance with either method specified in AWWA C105.

W1.13

CONCRETE AND BLOCKING

- A. 2,500 psi concrete shall be placed for blocking at each change in direction in the pipeline, in such manner as will substantially brace the pipe against undisturbed trench walls. Concrete blocking, made from Type I cement, shall have been in place four (4) days prior to testing the pipeline as hereinafter specified. Test may be made in two (2) days after completion of blocking if Type III cement is used.
- B. At all points where wet connections are made to existing lines, the existing lines shall be adequately blocked and the tapping connection fittings shall be supported by blocking up to the spring line with 2,500 psi concrete.
- C. Concrete blocking will not be measured or paid for as a separate item but the cost thereof shall be included in the proper items listed in the Proposal and Bid Schedule.

W1.14

CLEANING

- A. At the conclusion of the work thoroughly clean all of the new pipelines by flushing with water or other means to remove all dirt, stones, pieces of wood or other material which may have entered during the construction period. If obstructions remain after this cleaning, the obstructions shall be removed.

W1.15

CONNECTIONS AND APPURTENANCES

- A. The Contractor shall make the alterations and the necessary connections to existing water mains as shown on the Plans. Such connection shall be made at such time and in a manner approved by the City; in each case, when the work is started, it shall be prosecuted expeditiously and continuously until completed.
- B. Fittings, bends, plugs and valves shall be of standard manufacture and mechanical joint type to fit AWWA pipe specifications in Classes A, B, C and D, unless otherwise shown on the Plans.
- C. Payment for fittings and gate valves shall be restrained and shall be made separately under the appropriate bid items listed in the Proposal and Bid Schedule.

W1.16

LEAKAGE TESTING AND STERILIZATION

- A. All Ductile Iron Pipe shall be leak tested and sterilized according to Section CIP12 – TESTING OF PIPELINES.

PAYMENT

- A. The pipeline, complete in place, including cleanup, will be measured for payment in linear feet along the centerline of the pipe actually installed. Measurement shall be through all fittings, specials, valves, etc., and no deduction in length shall be made for such appurtenances. Installation of the pipeline will be paid for at the unit contract price per linear foot as provided in the Proposal and Bid Schedule.
- B. Payment of the unit contract price for the items of work performed shall be the total compensation for furnishing all labor, materials, tools, equipment and incidentals and performing all work that is necessary for the installation, testing, and sterilization of the pipe, fittings, connections, blocking, embedment or placing in encasement pipe and all other appurtenances in accordance with the Plans and the provisions of the Specifications.

END OF SECTION

TECHNICAL SPECIFICATIONS

SECTION W3 – VALVES, HYDRANTS AND APPURTENANCES

W3.01 SCOPE OF WORK

- A. This specification covers the requirements to provide all buried valves, valves in manholes and underground vaults, hydrants and appurtenances complete with actuators and all accessories as shown on the Plans and as specified herein.

W3.02 SUBMITTALS

- A. Within 30 days of the Notice to Proceed, the Contractor shall submit to the Engineer or the City for approval, technical product literature including Manufacturer's literature, illustrations, specifications and engineering data which includes dimensions, size, materials of construction, weight, protection coating, and all other pertinent data to illustrate conformance to the specification found within. The Contractor shall also submit four (4) copies of all certified shop test results specified herein, complete operation and maintenance manuals including all copies of all approved shop drawings, and certificates of compliance where required by referenced standards. For each valve specified to be manufactured and/or installed in accordance with AWWA and other standards, submit an affidavit of compliance with the appropriate standards, including certified results of required tests, and certification of proper installation.

W3.03 REFERENCE STANDARDS

- A. Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified.
- B. American Water Works Association (AWWA)
 - 1. AWWA C515 - Gate Valves, three (3)-inch through 48-inch NPS, for Water and Sewage Systems.
 - 2. AWWA C502 - Dry-Barrel Fire Hydrants.
 - 3. AWWA C509 - Resilient-Seated Gate Valves, three (3) inch through 12-inch NPS, for Water and Sewage Systems.
- C. American National Standards Institute (ANSI)
 - 1. ANSI B16.1 - Cast-Iron Pipe Flanges and Flanged Fittings.
 - 2. ANSI C111 - Rubber-Gasket Joints for Ductile-Iron and Gray-Iron Pressure Pipe and Fittings.
- D. American Society for Testing and Materials (ASTM)
 - 1. ASTM A48 - Gray Iron Castings.
 - 2. ASTM A126 - Gray Iron Castings for Valves, Flanges and Pipe Fittings
 - 3. ASTM A153 - Zinc Coating (Hot-Dip) on Iron and Steel Hardware
 - 4. ASTM A276 - Standard Specification for Stainless and Heat Resisting Steel Bars and Shapes.
 - 5. ASTM A536 - Ductile Iron Castings.
- E. Steel Structures Painting Council (SSPC)
 - 1. SSPC SP-6 - Commercial Blast Cleaning

- F. Where reference is made to one (1) of the above standards, the revision in effect at the time of bid opening shall apply.

W3.04

DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the site to ensure uninterrupted progress of the work.
- B. Protect threads and seats from corrosion and damage. Rising stems and exposed stem valves shall be coated with a protective oil film which shall be maintained until time of use.
- C. Provide covers for all openings.
 - 1. All valves three (3) inches and larger shall be shipped and stored on site until time of use with wood or plywood covers on each valve end.
 - 2. All valves smaller than three (3) inches shall be shipped and stored as above except that heavy card board covers may be furnished instead of wood.
- D. Store equipment to permit easy access for inspection and identification. Any corrosion in evidence at the time of City acceptance shall be removed, or the valve shall be removed from the job.
- E. Store all equipment in covered storage off the ground.

W3.05

COORDINATION

- A. Review installation procedures under other Sections and coordinate with the work which is related to this Section including buried piping installation and site utilities.
- B. Contractor shall coordinate the location and placement of concrete thrust blocks when required.

W3.06

GENERAL

- A. All valves shall open counter-clockwise.
- B. The use of a Manufacturer's name and/or model or catalog number is for the purpose of establishing the standard of quality and general configuration desired.
- C. Valves shall be of the size shown on the Plans or as noted, and as far as possible equipment of the same type shall be identical and from one Manufacturer.
- D. Valves shall have the name of the maker, nominal size, flow directional arrows, working pressure for which they are designed and standard to which they are manufactured cast in raised letters on some appropriate part of the body.
- E. Unless otherwise noted, valves shall have a minimum working pressure of 200 psi or be of the same working pressure as the pipe they connect to, whichever is higher, and suitable for the pressures noted where they are installed.
- F. Valves shall be of the same nominal diameter as the pipe or fittings they are connected to. Except as otherwise noted, joints shall be mechanical joints, with joint restraint where the adjacent piping is required to be restrained.
- G. Valves shall be constructed for buried service.

W3.07

VALVE BOXES

- A. All gate valves shall be provided with extension shafts (where the operating nut is greater than five (5) feet below grade), operating nuts and valve boxes as follows:

1. Extension shafts shall be steel and the operating nut shall be two (2) inches square. Shafts shall be designed to provide a factor of safety of not less than four (4). Operating nuts shall be pinned to the shafts.
2. Valve boxes shall be a heavy-pattern cast iron, three (3) piece, telescoping type box with dome base suitable for installation on the buried valves. Inside diameter shall be at least 5¼-inches. Barrel length shall be adapted to the depth of cover, with a lap of at least six (6) inches when in the most extended position. Covers shall be cast iron with integrally-cast direction-to-open arrow and "WATER" shall be cast in the cover when used on a water line or "SEWER" when used on a wastewater force main. Aluminum or plastic are not acceptable. A means of lateral support for the valve extension shafts shall be provided in the top portion of the valve box. The valve box lid shall be furnished with a pentagon-head bolt for locking.
3. The upper section of each box shall have a bottom flange of sufficient bearing area to prevent settling. The bottom of the lower section shall enclose the stuffing box and operating nut of the valve and shall be oval.
4. An approved operating key or wrench shall be provided.
5. All fasteners shall be Type 304 stainless steel.

W3.08

RESILIENT SEATED GATE VALVES

- A. Valves shall be manufactured in accordance with AWWA C509.

Acceptable Gate Valves are:

1. American Flow Control – Series 2500
2. Mueller – 2360 Series
3. Clow

- B. Valves shall be provided with a minimum of two (2) O-ring stem seals.
- C. Bonnet and gland bolts and nuts shall be either fabricated from a low alloy-steel for corrosion resistance or electroplated with zinc or cadmium. The hot-dip process in accordance with ASTM A153 is not acceptable.
- D. Wedges shall be totally encapsulated with rubber.
- E. Units shall be, in addition, UL and FM approved.
- F. Resilient wedge gate valves shall be furnished and installed in sizes and shall be manufactured in accordance with the latest AWWA C-509 and cast iron shall conform to the latest ASTM A-126 standards. Gate valves furnished under these specifications shall be of the solid wedge, resilient seat type with cast iron/ductile iron body and bronze stem designed for 250 pounds per square inch working pressure. All gate valves shall be tested hydrostatically to 400 pounds per square inch. Gate valves shall meet the latest AWWA standard specifications (C-509).
- G. The seat shall be made of Styrene Butadiene rubber and provide a positive water tight seal. The seat shall be permanently bonded or mechanically attached to the wedge with stainless steel screws. If bonded, ASTM P-429 requirements shall be followed. Non-rising stem gate valves shall be equipped with "O" ring type packing gland consisting of at least two (2) "O" rings. The thrust collar shall work in an "O" ring seal lubricant reservoir or against bearings or washers, above and below constructed of Delrin or approved equal material. Gate valve stems, shall be fabricated from solid bronze rod having a tensile strength of not less than 60,000 pounds per square inch, and a minimum yield strength of 30,000 pounds per square inch.

- H. Cast iron body shall be of iron with an even grain and shall possess a tensile strength of not less than 32,000 pounds per square inch. All bronze castings, except the stem, shall have a tensile strength of not less than 30,000 pounds per square inch. The entire internal valve body surfaces shall be coated with a factory applied two (2) component epoxy system or approved equal. The seating surface shall be machined or otherwise constructed to provide a smooth, even surface for the resilient seat. All valves shall open left (counter clockwise) and have a two (2) inch square wrench nut unless specified otherwise.

W3.09

TAPPING SLEEVES AND TAPPING VALVES

- A. Tapping sleeves shall be of cast iron epoxy coated, designated for working pressure not less than 200 psi. Armored end gaskets shall be provided for the full area of the sleeve flanges. Sleeves shall be as manufactured by A.P. Smith Division of U.S. Pipe, Mueller, Clow, or equal. Nuts and bolts shall be Type 304 stainless steel.
- B. Size-on-Size tapping sleeve shall be ductile iron or cast iron.
- C. Tapping valves shall conform to the requirements specified above for gate valves except that one (1) end shall be flanged and one (1) mechanical. Tapping valves shall be provided with an oversized opening to permit the use of full size cutters. Tapping valves shall be Ford B81-777 or equal.

W3.10

CHECK VALVES

- A. Controlled Closing Swing Check Valves (lever & weight)
1. Check valves shall be of the controlled closing swing type. The controlled closing swing check valves shall be guaranteed to operate under severe conditions as check valves. The valve shall be designed to open smoothly, provide full pipe line flow, permit minimum head loss and close at a controlled rate of speed for the final predetermined portion of its stroke. All bolts and nuts used in the assembly shall be steel, commercial.
 2. The valve body shall be Cast Iron ASTM A126-B/ductile iron ASTM A536. The disc arm and chamber level shall be of heavy steel construction and keyed to the hinge shaft. The hinge shaft shall be of 18-8 stainless steel and of adequate diameter to withstand a complete hydraulic unbalance pressure of 125 psi on the valve disc. A single cushioning device mounted on the external side of the valve shall control the valve closure by way of the interchange of oil to and from an oil reservoir. The use of air or gas pressurized oil reservoir shall not be permitted. The oil plunger assembly shall be rigidly attached to the valve body by shoulder bolts or dowel pins to prevent fretting.
 3. The Manufacturer, if required by the Engineer or the City, shall submit design calculations of principle component stresses to substantiate the integrity of the valve for the working pressure involved.
 4. The valve when closed shall be tight seating by way of a resilient replaceable seat against a bronze seat ring in the body.

5. Valves shall be as manufactured by GA Industries or Series 6000 as manufactured by APCO. The City reserves the right to inspect all valves before shipment is made. Any failure of valves to operate satisfactorily during the first year of installation due to faulty workmanship or defective material shall be replaced and made good by the Manufacturer. Under these specifications, any valve stuffing box that leaks for any reason or because of excessive wear or deterioration of packing, shall be reason for classification as defective material.

B. Slanted / Tilted Check Valves

1. Slanted or tilted check valves shall be furnished and installed where shown on the Plans.
2. The body of the valve shall be ductile iron or cast iron with access ports to the disc. The disc shall be cast iron. The seat and disc rings shall be bronze. Pivot pins and bushings shall be bronze or stainless steel. The valve shall include a localized indicator of the position of the valve.
3. The valves shall include a top mounted oil dash pot to prevent slamming of the disc. The dash pot shall control the last 10% of closure of the disc. The speed of closure within this 10% shall be adjustable.
4. Valves shall be APCO Slanting Disc, Valmatic or Golden Anderson Tilted Disc or approved equal.

W3.11 FLANGES

- A. Flanges shall be cast solid and faced accurately at right angles to the axis of the casting. Dimensions and drilling of flanges shall be in accordance with the American Standard Association for a working pressure of 125 pounds per square inch. Special drilling shall be provided where necessary.

W3.12 FIRE HYDRANTS

- A. Fire hydrants shall be dry-barrel type conforming to the requirements of the latest revision of AWWA C502. Hydrants shall be designed such that the hydrant valve closes with line pressure preventing loss of water and consequent flooding in the event of traffic damage.
- B. Hydrants shall have six (6)-inch mechanical joint inlet connections, two 2½-inch hose connections and one 4½-inch pumper connection. Threads for the hose and pumper connections shall be in accordance with National Standard Thread. Hydrants shall be according to Manufacturer's standard pattern. Hydrants shall be equipped with "O" ring packing. Each nozzle cap shall be provided with a Buna-N rubber washer.
- C. Hydrants shall be so arranged that the direction of outlets may be turned 90 degrees without interference with the drip mechanism or obstructing the discharge from any outlet. The body of the hydrant shall be equipped with a breakable flange, or breakable cast iron flange bolts, just above the grade line.
- D. A bronze or rustproof steel nut and check nut shall be provided to hold the main hydrant valve on its stem.
- E. Hydrant valve opening shall have an area at least equal to that area of a 4½-inch minimum diameter circle and be obstructed only by the valve rod. Each hydrant shall be able to deliver 500 gallons minimum through its two 2½-inch hose nozzles when opened together with a loss of not more than two (2) psi in the hydrant.
- F. Hydrants shall be designed for installation in a trench that will provide minimum cover as noted on Plans and for the flange to be 3½-inches above ground surface. Hydrant extensions shall be as manufactured by the company furnishing the hydrants and of a style appropriate for the hydrants as furnished.
- G. Hydrants shall be provided with an automatic and positively operating, non-corrodible drain or drip valve so as to drain the hydrant completely when the main valve is shut. A drain valve operating by

springs or gravity is not acceptable.

- H. Operating stems whose threads are located in the barrel or waterway shall be of manganese bronze, everdur, or other high-quality non-corrodible metal, and all working parts in the waterway shall be bronze to bronze.
- I. Hydrants shall open by turning operating nut to left (counter-clockwise) and shall be marked with a raised arrow and the word "open" to indicate the direction to turn stem to open hydrant.
- J. Hydrants shall be furnished with caps, double galvanized steel hose cap chain, galvanized steel pumper hose cap chain, a galvanized steel chain holder and any other hooks and/or appurtenances required for proper use.
- K. Hydrant operating nut shall be AWWA Standard pentagonal type measuring 1½-inch point to flat.
- L. Hydrants shall be hydrostatically tested as specified in AWWA C502.
- M. Hydrants shall be of the following:
 - 1. Kennedy – K81
 - 3. American Darling – B84B
 - 2. Clow Medallion
- N. All iron work to be set below ground, after being thoroughly cleaned, shall be painted with two (2) coats of asphalt varnish specified in AWWA C502. Iron work to be left above ground shall be factory primed and painted silver using a high grade enamel paint of quality and color to correspond to the present standard of the City.
- O. Fire hydrants shall be installed on the same side of the street or roadway as the water main and shall be installed plumb and true.
- P. Heel and thrust blocks shall be placed in undisturbed soil as shown in the details of the Plans.
- Q. Double blue reflector "HYE – LITES" brand as manufactured by pavement markers ink shall be installed at the centerline of the street or roadway perpendicular to the hydrant.

W3.13

CORPORATION STOPS

- A. Corporation stops shall be brass, not less than 1-inch in diameter and shall be installed where shown, specified or required.
- B. Provide corporation stops as manufactured by the following:
 - 1. Ford Company

W3.14

COMBINATION AIR-VACUUM RELIEF VALVES

- A. The air-vacuum release valves shall be installed as shown on the Plans. The valve body shall be of cast iron ASTM A126-B; the floats, float guide, and stem shall be of Type 316 stainless steel. The resilient seat shall be of Buna N. The valve shall be suitable for 150 psig working pressure. Valve shall have standard NPT inlets and outlet ports with diameters as indicated on the Plans. Valve shall be Model 200A Series by APCO Valve and Primer Corporation, Schaumburg, IL, or approved equal.

W3.15

SURFACE PREPARATION AND SHOP COATINGS

- A. The interior ferrous metal surfaces, except finished or bearing surfaces, shall be blast cleaned in accordance with SSPC SP-6 and painted with two (2) coats of an approved two (2) component coal tar

epoxy coating specifically formulated for potable water use. The coating used must appear on the current edition of the United States Environmental Protection Agency's list entitled "Accepted Categories and Subcategories of Coatings, Liners and Paints for Potable Water Usage."

- B. Exterior ferrous metal surfaces of all buried valves and hydrants shall be blast cleaned in accordance with SSPC SP-6 and given two (2) shop coats of a heavy coat tar enamel or an approved two (2) component coat tar epoxy paint.

W3.16

INSPECTION AND PREPARATION

- A. During installation of all valves and appurtenances, the Contractor shall verify that all items are clean, free of defects in material and workmanship and function properly.
- B. All valves shall be closed and kept closed until otherwise directed by the Engineer or the City.

W3.17

INSTALLATION OF BURIED VALVES AND VALVE BOXES

- A. Buried valves shall be cleaned and manually operated before installation. Buried valves and valve boxes shall be set with the stem vertically aligned in the center of the valve box. Valves shall be set on a firm foundation and supported by tamping pipe bedding material under the sides of the valve. The valve box shall be supported during backfilling and maintained in vertical alignment with the top flush with finish grade. The valve box shall be set so as not to transmit traffic loads to the valve.
- B. Before backfilling, all exposed portions of any bolts shall be coated with two (2) coats of bituminous paint.

W3.18

INSTALLATION OF TAPPING SLEEVES AND VALVES

- A. The City of Georgetown shall be contacted and their permission granted prior to tapping a line. The required procedures and time table shall be followed exactly.
- B. Installation shall be made under pressure and flow shall be maintained. The diameters of the tap shall be a minimum of $\frac{1}{4}$ -inch less than the inside diameter of the branch line.
- C. The entire operation shall be conducted by workers experienced in the installation of tapping sleeves and valves. The tapping machine shall be furnished by the Contractor.
- D. Determine the location of the line to be tapped to confirm that the proposed location will be satisfactory and that no interference will be encountered such as joints or fittings. No tap or sleeve will be made closer than three (3) feet from a pipe joint.
- E. A tapping sleeve and valve with boxes shall be set squarely centered on the line to be tapped. Adequate support shall be provided under the sleeve and valve during the tapping operation. Thrust blocks or other permanent restraint acceptable to the Engineer and the City shall be provided behind all tapping sleeves. Proper tamping of supporting pipe bedding material around and under the valve and sleeve is mandatory for buried installations.
- F. After completing the tap, the valve shall be flushed to ensure that the valve seat is clean. All proper regulatory procedures (including disinfection) shall be followed exactly.

W3.19

INSTALLATION OF FIRE HYDRANTS

- A. Fire hydrants shall be set at the locations as shown on the Plans and bedded on a firm foundation. Hydrants and connecting pipe shall have at least the same depth of cover as the distributing pipe. A drainage pit as detailed on the Plans shall be filled with $\frac{3}{4}$ -inch washed rock gravel and compacted. The hydrants shall be set upon a slab of concrete not less than four (4)-inches thick and 15-inches square. During backfilling, additional screened gravel shall be brought up around and six (6) inches over the drain port. Each hydrant shall be set in true vertical alignment and properly braced.

- B. 2,500 psi concrete thrust blocks shall be placed between the back of the hydrant inlet and undisturbed soil at the end of the trench. Minimum bearing area shall be as shown on the Plans. Eight (8) mil. Polyethylene film shall be placed around the hydrant elbow before placing concrete. CARE SHALL BE TAKEN TO ENSURE THAT CONCRETE DOES NOT PLUG THE DRAIN PORTS.
- C. All connections from the main to the fire hydrants shall be anchoring mechanical joints designed to prevent movement due to thrust or pressure.
- D. The hydrant shall be tied to the pipe with suitable rods or clamps, and shall be coated with Koppers 300 or approved equal at a minimum of 8 mil. thick. Bolts shall have a zinc bolt cover per AWWA. Hydrant paint shall be touched up as required after installation.
- E. Fire hydrants shall be factory primed and painted silver using a high grade enamel.
- F. Fire sprinkler lines shall be protected by a reduced pressure zone (RPZ). All fire lines shall be ductile iron pipe. All private fire lines shall be separated by double detecta check.

W3.20

FIELD TESTS AND ADJUSTMENTS

- A. Conduct a functional field test of each valve, including actuators and valve control equipment, in presence of Engineer or the Representative of the City to demonstrate that each part and all components together function correctly. All testing equipment required shall be provided by the Contractor at his/her sole expense.

W3.21

PAYMENT

- A. Gate valves, tapping sleeves and tapping valves, fire hydrants, and air and vacuum relief valves complete in place as shown on the Plans and as specified, will be paid for at the unit contract price per each as provided in the Proposal and Bid Schedule.
- B. The unit price per each installation shall be the total compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to complete the work including excavation, base blocking, disposal of surplus materials and backfill in conformance with the Plans and these specifications. The six (6) inch connection pipe, six (6) inch gate valve, test station, concrete collar, thrust block, drain pit, concrete pad, rods, bolts, paint, protective coatings, and fittings for fire hydrants shall not be paid for separately.
- C. Fire hydrants shall be furnished with the proper length of barrel to comply with these specifications. Barrel extensions will not be measured and paid for separately.
- D. No separate payment shall be made for work performed in accordance with this specification, other than that listed in Parts A-C of this subsection, and the cost thereof shall be included in the proper items of the Proposal and Bid Schedule.

END OF SECTION

TECHNICAL SPECIFICATIONS

SECTION W4 – ENCASEMENT PIPE

W4.01 SCOPE OF WORK

- A. This specification covers the requirements for furnishing and installing encasement pipe complete in place including any required spacers and end plugs as shown on the plans and specified herein.

W4.02 SUBMITTALS

- A. Within 30 days after the Notice to Proceed, the Contractor shall submit to the Engineer for approval, technical product literature including type and Manufacturer of pipe, spacers, and end plugs, and all other pertinent data to illustrate conformance to the specification found within.

W4.03 GENERAL

- A. Where pipe is required to be installed under highways, streets, or other facilities, construction shall be made in such a manner that will not interfere with the operation of the street, highway, or other facility, and shall not weaken or damage any embankment or structure.
- B. All carrier pipe shall be laid to the required line and grade within the specified limits through the encasement pipe. Carrier pipe shall be handled and placed in the encasement pipe by use of proper skids, wedges, guide fails or other approved means. Care shall be taken that once the pipe is in place to line and grade, it shall not be disturbed or become displaced. All carrier pipe shall have restrained joints.

W4.04 MATERIALS

- A. Encasement pipe shall be smooth steel 35,000 psi yield strength with thickness according to the following table:

Carrier Size	Minimum Encasement Steel Casing Size	Minimum Casing Thickness
(Inner Diameter)	(Inner Diameter)	(Inches)
4"	14"	0.2500
6"	16"	0.2500
8"	18"	0.2500
10"	20"	0.3125
12"	24"	0.3175
14"	24"	0.375
16"	30"	0.4375
18"	30"	0.4375
20"	36"	0.500
24"	42"	0.500
27"	42"	0.500
30"	48"	0.500
33"	48"	0.500
36"	54"	0.500
39"	60"	0.500
42"	60"	0.500

- B. Casing spacers shall be bolt-on style with a shell made in two (2) sections of Heavy T-304 stainless steel. Connecting flanges shall be ribbed for extra strength. Casing spacers shall have runners made of ultra high molecular weight polymer, with a minimum height of two (2) inches. Wedges shall not be used between the top of the carrier pipe and the inside of the encasement pipe. Casings spacers shall have a minimum of one (1) inch clear distance between the runners on top of the casing spacers and the inside of the encasement pipe. Prior to inserting the carrier pipe, all water shall be pumped out of the encasement pipe to at least a point where no more than two (2) inches of water remains. Spacers shall be required within at least three (3) feet from both openings of the encasement pipe and spaced no greater than six (6) feet through out the encasement pipe. Casing spacers will not be paid for directly but shall be considered subsidiary to the bid item of encasement pipe. . Casing spacers shall be made by Cascade Waterworks MFG Company or approve equal.
- C. End Plugs shall be provided as required and as specified by the pipe manufacturer.

W4.05

PAYMENT

- A. Separate payment will be made for Steel Encasement Pipe per linear foot as called for on the Plans and set forth in the Proposal and Bid Schedule.
- B. All costs incurred for furnishing and installing encasement pipe shall include all labor, materials, tools, equipment and incidentals necessary to perform all work or whatever nature required to complete the specific operation.

END OF SECTION

RVI
350 C.R. 260, Liberty Hill, Texas 78642
Phone: (512) 515-6824 ~ Fax: (512) 515-6829
D.B.E. / W.B.E. Certified
| BID

7/2/2013

TO: CARTER STONE, HUNTER INDUSTRIES

From: LARRY FOUST, ROYAL VISTA INC.

Project: CITY OF GEORGETOWN IH-35 NBFR WATERLINE RELOCATION

Bid Description	Bid Qty	Units	AMOUNT	SUBTOTAL
PIPE, 6 INCH DIA RJ DI CL350 (ALL DEPTHS), INCLUDING EXCAVATION, BEDDING, BACKFILL, AND TRACER WIRE	11	LF	150.00	\$1,650.00
PIPE, 8 INCH DIA RJ DI CL350 (ALL DEPTHS), INCLUDING EXCAVATION, BEDDING, BACKFILL, AND TRACER WIRE	198	LF	225.00	\$44,550.00
*3 PIPE, 18 INCH DIA STEEL ENCASEMENT, 1/4" THICKNESS (ALL DEPTHS), INCLUDING EXCAVATION, BEDDING, BACKFILL, CASING SPACERS, AND END SEALS	157	LF	200.00	\$31,400.00
DUCTILE IRON FITTINGS	0.5	TON	15,000.00	\$7,500.00
CONCRETE THRUST BLOCK	2	EA	750.00	\$1,500.00
TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEM, (ALL DEPTHS)	209	LF	15.00	\$3,135.00
VALVES, RESILIENT SEATED GATE TYPE, 6 INCH DIA	1	EA	1,450.00	\$1,450.00
VALVES, RESILIENT SEATED GATE TYPE, 8 INCH DIA	1	EA	1,850.00	\$1,850.00
CONNECT EX WATERLINE, 6" X 6" DRY	1	EA	3,500.00	\$3,500.00
CONNECT EX WATERLINE, 6" X 6" WET TAP INCLUDING SLEEVE	1	EA	5,500.00	\$5,500.00
*1 HOT MIX ASPHALTIC CONCRETE, 2" DEPTH, TYPE D	80	SF	NO BID	NO BID
*1 FLEXIBLE BASE, 8" DEPTH, TYPE 1	80	SF	NO BID	NO BID
*2 CONCRETE REPAIR	1500	SF	10.00	\$15,000.00
			TOTAL	\$117,035.00

NOTES:

- *1 SAW NO ASPHALT TO BE REPAIRED
- *2 CONCRETE REPAIR AT TIE-IN FROM 10+00 TO 10+30
- *3 PRESSURE GROUT MIGHT NEED TO BE ADDED TO HOLD PIPE IN PLACE.

Carter Stone

From: Carter Stone
Sent: Tuesday, July 02, 2013 2:50 PM
To: 'Cable, Joe'
Cc: Christen Eschberger; Charlie Botkin; Laura Harris; Clayton Weber; Caldwell, Howard; Tiffany McConnell; Danny Reininger; Gary Tackert; Butch Anderson; Larry Foust (larry@royalvistainc.com)
Subject: RE: City of Georgetown 6-inch Waterline Relocation
Attachments: Proposal.pdf

Joe,

Please see attached proposal for relocation of City of Georgetown 6" waterline per your request. Hunter requests 5% markup on RVI prices.

If you need prices for HMAC (2") and Flex Base 8", Hunter will perform for \$6.00/SF (2"HMAC) and \$6.00/SF (8"Base). If this is accepted, we will need an additional 24 working days for our contract.

Thanks,

Carter Stone

Estimator
Hunter Industries, Ltd.

(512) 353-7757 (Office)
(512) 353-7482 (Fax)
(512) 393-9674 (Cell)

From: Cable, Joe [mailto:Joe.Cable@hdrinc.com]
Sent: Friday, June 28, 2013 11:01 AM
To: Gary Tackert
Cc: Carter Stone; Christen Eschberger; Charlie Botkin; Laura Harris; Clayton Weber; Caldwell, Howard; Tiffany McConnell; Danny Reininger
Subject: City of Georgetown 6-inch Waterline Relocation

Gary

Attached is the information for the relocation of the existing City of Georgetown 6-inch waterline that is in conflict with the South San Gabriel River bridge abutment No. 6 wing walls. This should provide you with enough information to submit a price for this work.

Please let me know if you need anything further.

Thank you,

JOE CRABLE

HDR Engineering, Inc.
Professional Associate

Cell: 972.207.9901
Joe.Cable@hdrinc.com | hdrinc.com

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ENV Please think about the environment before printing

Meeting Date: 07/16/2013

11WC915 SH 29 Two Way Left Turn Lane Change Order No. 8

Submitted By: Tiffany Mcconnell, Road Bond

Department: Road Bond

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Consider approving Change Order No. 8 in the amount of \$25,224.57 for SH 29 Two-Way Left Turn Lane, a Road Bond project in Precinct Two.

Background

This Change Order provides for balancing the overrun / underrun Contract quantities for the project as a result of addressing field conditions not accounted for in the original plan quantities.

Attachments

SH 29 TWLTL CO 8

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tiffany Mcconnell

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:38 PM

Started On: 07/11/2013 08:34 AM



Received

JUL 08 2013

HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 8

1. CONTRACTOR: Joe Bland Construction, L.P.
2. Change Order Work Limits: Sta. 263+05 to 353+78
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project:	<u>11WC915</u>
Roadway:	<u>SH 29 TWLTL</u> <u>(Liberty Hill)</u>
Purchase Order Number:	

5. Describe the work being revised:

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable) (Item 9). Adjustment of quantities to meet field conditions.

6. Work to be performed in accordance with Items: See Attached
7. New or revised plan sheet(s) are attached and numbered: N/A
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 7-8-13
Joe Bland Construction, LP
By Kyle Klussman
Typed/Printed Name Kyle Klussman
Typed/Printed Title Proj Mgr

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0
Amount added by this change order: \$25,224.57

RECOMMENDED FOR EXECUTION:

James D. K... P.E. 7/10/13
Project Manager Date

N/A
Design Engineer Date

M. J. ... 7/10/2013
Program Manager Date

Design Engineer's Seal:

N/A

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

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 8

Project # 11WC915

TABLE A: Force Account Work and Materials Placed into Stock

LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
110-2011	EMBANKMENT (ROADWAY)	CY	\$10.00	22,905.00	\$229,050.00	(635.00)	22,270.00	\$222,700.00	(\$6,350.00)
132-2005	EXCAVATION (FINAL)(ORD COM)(TY C)	CY	\$8.00	7,369.00	\$58,952.00	(635.00)	6,734.00	\$53,872.00	(\$5,080.00)
164-2041	DRILL SEEDING (TEMP)(WARM)	SY	\$0.14	24,238.00	\$3,393.32	(24,238.00)	0.00	\$0.00	(\$3,393.32)
169-2001	SOIL RETENTION BLANKET (CL 1)(TY A)	SY	\$1.50	4,908.00	\$7,359.00	1,074.00	5,980.00	\$8,970.00	\$1,611.00
247-2366	FL BS (CMP IN PLC) (TY A GR 5) (FINAL POS)	CY	\$31.00	8,243.00	\$255,533.00	50.00	8,293.00	\$257,083.00	\$1,550.00
316-2239	AGGR (TY PD GR-4 SAC-B)	CY	\$73.00	569.00	\$41,537.00	4.32	573.32	\$41,852.36	\$315.36
316-2694	ASPH (AC-20-STR, AC-20XP OR AC-15-P)	GAL	\$4.00	27,285.00	\$109,140.00	(5,262.00)	22,023.00	\$88,092.00	(\$21,048.00)
341-2011	D-GR HMA (QCQA) TY-B PG 64-22	TON	\$58.00	5,430.00	\$304,080.00	(43.73)	5,386.27	\$301,631.12	(\$2,448.88)
341-2048	D-GR HMA (QCQA) TY-C SAC-B PG 70-22	TON	\$58.00	11,245.00	\$652,210.00	635.02	11,880.02	\$688,041.16	\$36,831.16
432-2002	RIPRAP (CONC)(6 IN)	CY	\$255.00	398.20	\$101,541.00	75.63	473.83	\$120,826.65	\$19,285.65
432-2039	RIPRAP (MOW STRIP)(4 IN)	CY	\$285.00	163.30	\$46,540.50	10.98	174.26	\$49,664.10	\$3,123.60
502-2001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	\$3,200.00	12.00	\$38,400.00	1.00	13.00	\$41,600.00	\$3,200.00
508-2009	ROCK FILTER DAMS (REMOVE)	LF	\$5.00	358.00	\$1,790.00	(100.00)	258.00	\$1,290.00	(\$500.00)
540-2001	MTL W-BEAM GD FEN (TIM POST)	LF	\$16.00	2,162.50	\$34,600.00	(0.50)	2,162.00	\$34,592.00	(\$8.00)
552-2001	WIRE FENCE (TY A)	LF	\$8.00	502.00	\$4,016.00	(233.00)	269.00	\$2,152.00	(\$1,864.00)
TOTALS					\$1,888,141.82			\$1,913,386.39	\$25,224.57

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

**SH 29 Two Way Left Turn Lane
Williamson County Project No. 11WC915**

Change Order No. 8

Reason for Change

This Change Order provides for balancing the overrun / underrun Contract quantities for the project as a result of addressing field conditions not accounted for in the original plan quantities.

No new items are required for this Change Order.

This Change Order results in a net increase of \$25,224.57 to the Contract amount, for a final Contract total of \$3,115,580.83. The original Contract amount was \$2,981,784.92. As a result of all this and all Change Orders to date, \$133,795.91 has been added to the Contract resulting in a 4.5% 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.

Commissioners Court - Regular Session

30.

Meeting Date: 07/16/2013

To discuss and take appropriate action on Supplemental Landfill Agreement

Submitted For: Robert Daigh

Submitted By:

Lydia Linden, Unified
Road System

Department: Unified Road System

Agenda Regular Agenda Items

Category:

Information

Agenda Item

To discuss and take appropriate action on "SUPPLEMENT AND CLARIFICATION OF THE 2009 WILLIAMSON COUNTY LANDFILL OPERATION AGREEMENT"

Background

Attachments

Wilco Landfill Supplement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:37 PM

Started On: 07/09/2013 04:16 PM

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www.lawdietz.com

R. Mark Dietz
Melissa G. Dietz
J. Lee Jarrard, Jr.

Douglas G. Cornwell

Steven B. Tredennick
Of Counsel

June 11, 2013

Robert B. Daigh, P.E.
Senior Director of Infrastructure
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626

Via Email

Re: Supplement Clarification of the 2009 Williamson County Landfill Operation Agreement

Dear Mr. Daigh:

Summary of Changes

Attached is a copy of the proposed Agreement which we have negotiated with Waste Management, Inc. The changes can be summarized in five categories:

- (1) Changes to utilize the term "fiscal year" as the defining term for various events throughout the entire contract document.

The following paragraphs reflect the consistent use of the term "fiscal year": 2, 3, 5, 8

- (2) Clarification of the term "confidential information" and its usage in the documents as requested by Waste Management, Inc. These changes are made in response to questions raised by the Court in the litigation over open records requests.

These paragraphs clarify confidential information and its usage: 1, 6, 7, 9, 10, 11, 12, 17.

- (3) Distinguish the "Tip Fee" from "Discounted Rate" This language clarifies the intent that the same tip fee charged to all customers will be the basis of payment to Williamson County not a discounted rate which Waste Management may charge to its customers. And clarifying that to the extent Williamson County exceeds its free 750 tons of waste, the rate charge to Williamson County will be \$1.00 less than any discounted fee given to other customers.

Paragraphs clarifying "tip fee" versus discounted rate are 4, 14, 15.

- (4) Changing language for a less restrictive use of the \$50,000 payment made by WMI to Williamson County for landfill activities.

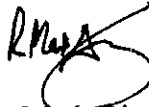
Paragraph 13.

- (5) Inclusion of County Engineer as notified party for Williamson County.

Paragraph 16.

Please do not hesitate to contact me with any questions

Sincerely yours,

A handwritten signature in black ink, appearing to read "R. Mark Dietz", with a large, stylized loop at the end.

R. Mark Dietz

RMD/ccw
Enclosures

**SUPPLEMENT AND CLARIFICATION OF THE 2009
WILLIAMSON COUNTY LANDFILL OPERATION AGREEMENT**

This **Supplement and Clarification of the 2009 Williamson County Landfill Operation Agreement** (this "Supplement") is entered into as of the ____ day of _____, 2013, by and between Williamson County, a political subdivision of the State of Texas ("county") and Waste Management of Texas, Inc., a Texas corporation ("Contractor").

WITNESSETH:

WHEREAS, the County and Contractor previously entered into a certain 2009 Williamson County Landfill Operation Agreement, dated on or about March 3, 2009, ("Agreement"), whereby the County granted Contractor the exclusive right to operate the Williamson County Landfill, as more particularly set forth in the Agreement; and

WHEREAS, the County and Contractor desire to supplement and clarify certain language in the Agreement to better reflect the parties' intentions, as more particularly set forth below.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. The definition of "Confidential Business Records" in Article I, Definitions, on page 3 of the Agreement is being clarified and shall read as follows: "Confidential Business Record(s)" means all trade secrets, proprietary plans, commercial or business data, financial data and the ideas and information contained therein, that Contractor may make available to County for purposes of this Agreement.
2. A definition of "Fiscal Year," shall be added to Article I, Definitions, on page 4 of the Agreement as follows: "Fiscal Year" means the period Williamson County utilizes for its accounting purposes, which is October 1st to September 30, of the following calendar year
3. The sentence beginning on line 10 in the definition of "Fuel Surcharge" on page 4 of the Agreement is being clarified by adding the following three italicized words and deleting the word "annually." The sentence shall now read as follows: "A report of Fuel Surcharge collected shall be provided to County *each Fiscal Year*, and is subject to review and adjustment by the County and Contractor every two (2) years.
4. The definition of "Tip Fee" or "Tipping Fee" on page 8 of the Agreement is being clarified to read as follows: "Tip Fee" or "Tipping Fee" means the posted gate rate or rates charged to customers at the Landfill, but does not include any discounted gate rate charged by Contractor to a customer.
5. The first sentence of Section 2.5(a) on page 13 of the Agreement is being clarified by deleting the last two words "calendar year," and replacing them with "Fiscal Year "

6. The following clarifications are being made to Section 2.10(b) on page 17 of the Agreement:

a. The first sentence in Section 2.10(b)(1) is being clarified to read as follows: "Contractor may designate documents or information within documents as Confidential Business Record(s) at any time, including without limitation, after receiving a public information act request transmitted by the County."

b. The first sentence in Section 2.10(b)(3) is being clarified to read as follows: County will not disclose information designated by Contractor as Confidential Business Record(s) unless County, on advice of legal counsel, reasonably determines that the information concerned or any portion thereof is subject to disclosure under Applicable Law and the County has given the Contractor an opportunity to take appropriate legal action to protect the Confidential Business Record(s) from disclosure.

c. The second sentence in Section 2.10(b)(3) is being clarified to read as follows: Contractor recognizes and agrees that even if County determines that certain information is properly withheld from public disclosure, a court or the Texas Attorney General may order the disclosure of such information whereupon County shall have no liability to Contractor for any loss or damages resulting from such disclosure so long as County gives Contractor prior notice to allow Contractor to take appropriate legal action to protect the records from disclosure.

d. The phrase "Notwithstanding the foregoing," is hereby deleted from the beginning of the fourth sentence in Section 2.10(b)(3) on page 17 of the Agreement.

7. The first sentence in Section 2.11(a)(1) on pages 17-18 of the Agreement is being clarified to read as follows: Contractor shall provide County with a monthly report, in a form acceptable to County, showing the total tonnage received at the Landfill for disposal, recycling, and diversion, the total revenue received by Contractor from user fees or other revenue sources at the Landfill, the Tip Fee charged during the applicable month to users of the Landfill, the amount of surcharge paid by the Contractor to the County in accordance with Section 3.3 of this Agreement, all special handling charges assessed to Landfill users, all Pass Through Charges, and such other non-Confidential information regarding the operations of the Landfill as County may require from time to time.

8. The first sentence in Section 2.11(a)(2) on page 18 of the Agreement is being clarified by replacing the words "Agreement Year" with "Fiscal Year," so that the sentence reads as follows: Each Fiscal Year, Contractor shall provide County with audited financial reports prepared by a qualified certified public accountant, without a conflict of interest, selected by County in consultation with Contractor, which provide a monthly breakdown of the information required in Section 2.11 of this Agreement.

9. The first sentence in Section 2.11(b)(1) on page 18 is being clarified to read as follows: Contractor shall create tickets that record weights, the Tip Fee, or other transaction related information that is non-Confidential to users of the Landfill on sequentially numbered tickets.

10. A new final sentence is being added to Section 2.11(b)(1) on page 19 as follows: Contractor may, at any time, designate information contained within the weight tickets as a Confidential Business Record as set forth in Section 2.10(b)

11. A new final sentence is being added to Section 2.11(b)(2) on page 19 as follows: Contractor may designate information contained within its records of all operations as a Confidential Business Record as set forth in Section 2.10(b).

12. The third sentence in Section 2.11(b)(2)(i) on page 19 of the Agreement is being clarified as follows: Except as otherwise provided in this Agreement, each of the non-Confidential Business Records and non-attorney-client privileged records kept under this section shall remain the exclusive property of County; however, should this Agreement be terminated, Contractor has the right to retain one (1) copy of all Landfill records for insurance and archival purposes

13. Section 2.11(c)(4) on page 20 of the Agreement is hereby revised to read as follows: County may, at its sole option, hire qualified and independent Oversight Consultant(s), who have no conflict of interest, to advise and assist the County regarding the Landfill operations. The County shall provide the name of the Oversight Consultant(s) to the Contractor prior to said consultant(s)' commencement of services. Contractor shall pay for the costs, up to a maximum of \$50,000.00 per Fiscal Year, of such Oversight Consultant(s)' services associated with the Landfill operations and/or for any Landfill studies, programs, or improvements provided or recommended by such Oversight Consultant(s). County shall send an invoice to Contractor detailing the services and/or costs for which the County is seeking reimbursement no later than October 15 for the period covering the immediately preceding Fiscal Year. The Contractor shall pay the County within forty-five (45) days of receiving the County's invoice.

14. Section 3.1(a) and 3.1(b) on pages 22-23 have been clarified and shall read, in their entirety as follows:

(a) Contractor shall charge all users of the Landfill a Tip Fee for each ton or portion thereof of Acceptable Waste, Recyclable Material, or Diverted Material that is delivered to Contractor as weighed by the certified scales at the Landfill. The amount of the Tip Fee shall not exceed Forty Dollars (\$40.00) per ton, as adjusted per CPI-U. Pass Through Charges, and any required local, state, and federal taxes, Fees, which shall be individually identified and itemized, will be in addition to the Tip Fee. Except as provided in Section 3.2, Contractor may not increase the above-stated Tip Fee without prior written consent of the Williamson County Commissioners' Court, which shall not be unreasonably withheld. Contractor has the right to charge customers a discounted Tip Fee ("Discounted Rate"), but Contractor may not charge itself or another entity partially or wholly owned by Contractor, or under common ownership of Contractor, a Discounted Rate that is less than the lowest Discounted Rate that Contractor has charged to any commercial Solid Waste hauler that delivers similar volumes of Solid Waste to the Landfill in a Fiscal Year. The surcharge owed by the Contractor to the County shall not be calculated based on Discounted Rates. The surcharge shall always be calculated based on the Tip Fee in effect at the time the Solid Waste or Recyclables are accepted at the Landfill. Contractor shall convert its contracts with commercial haulers to tonnage within one (1) year from the Effective Date.

(b) County shall not pay a Tip Fee on the first 750 tons of Acceptable Waste, inclusive of dead animals, it delivers to the Landfill per Agreement Year. Any amount of Acceptable Waste in excess of that number shall be charged at a base charge that is One Dollar (\$1.00) less per ton than the lowest Discounted Rate which Contractor has charged its commercial haulers using the Landfill during that Agreement Year. Contractor shall exclude the first 750 tons of the County's free Acceptable Waste from the surcharge calculation. County shall not pay any special fund fees.

15. Section 3.3(c) on page 24 of the Agreement has been clarified and shall read, in its entirety, as follows: Unless a lower surcharge is approved by County, the portion of the Gross Receipts based on Tipping Fees shall be calculated by multiplying the then current Tip Fee by the number of tons brought into the Landfill for disposal or recycling by the surcharge rates set in Sections 3.3(a) and (b). Even if the Contractor has charged customers a Discounted Rate, the surcharge owed to the County will be calculated based on the Tip Fee in effect at the time the Solid Waste or Recyclables were accepted at the Landfill and the surcharge will not be calculated based on Discounted Rates. Small Capacity Vehicles shall be excluded from this calculation; however, fees collected for Small Capacity Vehicles shall be included in the calculation of Gross Receipts. The surcharges shall be based on all Solid Waste and Recyclable and Diverted Material brought to the Landfill regardless of whether or not Contractor has actually received payment.

16. Section 13.11(c) on page 45 of the Agreement has been clarified to add an additional person at the County to whom notices, requests, and other communications shall be provided as follows:

And County Engineer
 3151 SE Inner Loop, Suite B
 Georgetown, TX 78626

17. The following sentence shall be added to the end of the paragraph set forth in Section 13.19 on page 48 of the Agreement: The County recognizes that under the Texas Public Information Act, a requestor may seek information that this Agreement or the Contractor designates as a Confidential Business Record or attorney-client privileged record and, to that extent, the Contractor has a right to seek a decision or opinion from the Attorney General to exempt such information from disclosure under the Texas Public Information Act and the County agrees not to disclose such information without cooperating and consulting with Contractor.

Nothing contained herein shall be deemed to amend or modify the Agreement, except as expressly set forth herein. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Supplement has been executed as of the date first set forth above

Waste Management of Texas, Inc.

Williamson County, Texas

Donald J. Smith
President

Dan A. Gattis
Williamson County Judge

Attest:

Commissioners Court - Regular Session

31.

Meeting Date: 07/16/2013

Listing Ag

Submitted For: Dan Gattis

Submitted By:

Hal Hawes, County
Judge

Department: County Judge

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and take appropriate action on a Commercial Real Estate Listing Agreement between Williamson County and Georgetown Commercial Properties, LLC regarding a tract of land owned by Williamson County and being situated near Blue Springs Road, Georgetown, Texas.

Background

Attachments

[Listing Agreement Tim Harris](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:37 PM

Started On: 07/10/2013 03:49 PM

Meeting Date: 07/16/2013

countywide election day polling place program

Submitted For: Kay Eastes

Submitted By:

Kay Eastes, Elections

Department: Elections

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and consider Williamson County's participation in the pilot program for countywide election day polling places for the elections scheduled for November 5, 2013.

Background

At Commissioners Court on February 11, 2013, a presentation was made and a Public Hearing held regarding Countywide Polling Place Program. The Williamson County Commissioners Court met on February 19, 2013, and, by unanimous approval, voted to pursue and participate in the countywide polling place program for the May and November 2013 elections. Request is made at this time to submit to the Office of the Texas Secretary of State, Elections Division, Williamson County's proposed plan detailing the County's ability to comply with requirements set forth in the Texas Election Code as a participant in this program. Attached please find details for participation as described in a memorandum from Keith Ingram, Director of Elections, Office of the Texas Secretary of State. Also included with this request are the following items:

Form, Notice of Intent to Participate in Pilot Program for Countywide Election Day Polling Places;

List of Vote Center Committee members;

Selection Criteria established by the Vote Center Committee for determining locations;

List of proposed 60 Vote Center locations;

Map showing the 60 countywide locations;

Information about the Open House held June 27, 2013, including how information about the event was publicized, report as to how it was conducted, and comments received from the public comment cards made available at the event; and

a proposed Order from Commissioner's Court approving the submission of an application to the State and the implementation of use of the countywide polling places in Williamson County for the Uniform Election Date of November 5, 2013.

Attachments

SOS Memo, Opportunity to Use

Ntc of intent to Participate

Vote Center Committee Members

Criteria for selection of site

List of proposed 60 Vote Center sites

Map, 60 vote center sites

Open House publicity

Open House Plan and Comments

Order to apply and implement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kay Eastes

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:37 PM

Started On: 07/11/2013

The State of Texas



Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.state.tx.us

Phone: 512-463-5650
Fax: 512-475-2811
Dial 7-1-1 For Relay Services
(800) 252-VOTE (8683)

John Steen
Secretary of State

MEMORANDUM

TO: County Clerks/Elections Administrators in Counties Using Only DRE Voting Equipment

FROM: Keith Ingram, Director of Elections

DATE: December 10, 2012

RE: Opportunity to Use Countywide Election Precincts Polling Places in Countywide Elections Held on May 11, 2013 and November 5, 2013 Uniform Election Dates

This memorandum is to remind you of the availability of the countywide election precinct polling place program ("the program") for the May 11, 2013 and November 5, 2013 election dates. Briefly, the deadline to submit your proposed plan (see further details about plans below) to participate in the countywide program for the May 11, 2013 elections is Wednesday, February 27, 2013. If you are interested in participating or if you need more information, please contact Juanita Woods at jwoods@sos.state.tx.us or call our office toll-free at 1-800-252-2216.

Background

Under Section 43.007(i) of the Texas Election Code, the Secretary of State may select six counties with a population of 100,000 or more and four counties with a population of less than 100,000. Collin, Erath, Floyd, Gaines, Galveston, Lubbock, Midland, Swisher, Lampasas and Travis Counties conducted elections using countywide precincts on the most recent November 2012 uniform date.

Eligible counties may apply to use countywide polling places in the following elections: the general election for state and county officers, elections taking place on the uniform election date in May, a constitutional amendment election, and a joint election when holding any of the aforementioned elections with a local political subdivision (i.e., city, school district, etc.).

Minimum Requirements

A county must meet the following minimum requirements: (1) exclusive use of direct recording electronic (DRE) voting systems at all polling places; (2) implementation of a computerized voter registration list that allows instantaneous verification that a voter has not already voted at another polling place; and (3) if the county has not participated in one of the previous countywide election precinct programs, it must hold a public hearing to inform and solicit opinions from voters, minority organizations, and other interested parties (e.g., political parties, political subdivisions within the county, and organizations representing voters with disabilities). A transcript or electronic recording of the hearing must be submitted to the Secretary of State. Although not required by statute, we encourage counties that have previously participated to conduct a new public hearing.

In addition, counties selected to participate in the program must adopt a methodology to determine the placement of the countywide polling places. For an election held in the first year in which the county holds an election under the program, the total number of countywide polling places may not be less than 65% of the number of precinct polling places that would otherwise have been used in the last equivalent election. For subsequent elections, this number drops to 50%.

Communication Plan Required

A selected county must also develop a plan for providing notice and informing voters of the program and of the changes made to the locations of election day polling places that will occur. The county must solicit input from organizations that represent minority voters and voters with disabilities. At a minimum, an election day notice indicating the location of the nearest countywide polling place must be posted at each precinct polling place that was used in the last general election for state and county officers but will not be used in the election under this program. A county's plan to participate in the program must address how the county will handle the following issues:

First, participation in the program represents a change in voting that must be precleared with the U.S. Department of Justice ("DOJ") under Section 5 of the federal Voting Rights Act. DOJ will review the proposed number and locations of the countywide precinct polling places to determine whether they could have any discriminatory effect on the basis of race or language group.

Second, local political subdivisions may hold a joint election with a participating county. State law requires local political subdivisions using the November uniform election date (excluding municipal utility districts located within Harris County or counties bordering Harris County) to use the regular county polling places in the county election precincts that contain territory from their elections. Political subdivisions in participating counties would need to have a presence at each of the countywide polling places at which its voters would be eligible to appear, either through a joint election with the county or establishing its own polling place at each of the locations. Counties that wish to participate in the program will need to demonstrate that the details of local joint elections have been resolved or at least that the governing bodies have agreed that they will resolve such issues.

Third, while Section 43.007 does not explicitly address the question, we believe that the election officials at each of the countywide polling places for elections held on the November general election for state and county officers would need to be appointed according to the same list procedure as Election Day judges and clerks to the extent possible. Again, counties that wish to participate in the countywide program will need to demonstrate that the county commissioner's court and the county chairs have resolved how polling place officials will be appointed.

Finally, Section 43.007(j) requires the Office of the Secretary of State to file a report with the Legislature concerning the countywide program, including a recommendation on the future use of countywide precinct polling places not later than January 1st of each odd-numbered year. All counties that participate in the program will be expected to contribute their specific findings after each election held with countywide precincts, which will be included in the report. The report pertaining to the November 2009 and 2010 elections has been filed with the Legislature and can be found online at this link: <http://www.sos.state.tx.us/elections/laws/hb719report.shtml>.

Below are the schedules for implementing countywide election precincts for the May 11 and November 5, 2013 elections.

Proposed schedule for implementing countywide election precincts for May 11, 2013 election:

- Thursday, February 28, 2013—Deadline for counties to submit their proposed plan (detailing the county's ability to comply with items 1-3 above) to Secretary of State. Note that counties that have participated in previous countywide election precincts programs are not required to hold a public hearing under Section 43.007(b), though we urge that they do so. Counties that have not previously participated in a countywide program will have to include a recording of the public hearing as part of the proposed plan which will necessitate more lead time for the process which may require them to initiate the process earlier than previously participating counties.
- Friday, March 8, 2013—Deadline for SOS to approve proposed local plans for the program and provide detailed guidance on the information that will be requested from the Secretary of State and that will be included in the final legislative report. The counties will be required to submit this information to the Secretary of State no later than 30 days after the election.
- Tuesday, March 12, 2013—Deadline to submit for preclearance with DOJ if countywide election precincts will be used on May 11, 2013 uniform election date.
- Monday, June 10, 2013—Deadline for county clerk/elections administrator to submit election report to Secretary of State.
- Wednesday, January 1, 2014—Deadline for Secretary of State to submit report on program to Legislature.

Proposed schedule for implementing countywide election precincts for November 5, 2013 election:

- Monday, July 24, 2013—Deadline for counties to submit their proposed plan (detailing the county's ability to comply with items 1-3 above) to Secretary of State. Note that counties that have participated in previous countywide programs are not required to hold a public hearing under Section 43.007(b), though we urge that they do so. Counties that have not previously participated in a countywide program will have to include a public hearing as part of the proposed plan which will necessitate more lead time for the process which may require them to initiate the process earlier than previously participating counties.
- Wednesday, July 30, 2013—Deadline for SOS to approve proposed local plans for the countywide program and provide detailed guidance on the information that will be requested from the Secretary of State and that will be included in the final legislative report. The counties will be required to submit this information to the Secretary of State no later than 30 days after the election.
- Wednesday, August 7, 2013— Deadline to submit for preclearance with DOJ if countywide election precincts will be used at November 5, 2013 general election.
- Tuesday, December 3, 2013—Deadline for county clerk/elections administrator to submit election report to Secretary of State.
- Wednesday, January 1, 2014—Deadline for Secretary of State to submit report on program to Legislature.

The State of Texas



Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.state.tx.us

mailed 6-21-13
Friday
FILE COPY

Phone: 512-463-5650
Fax: 512-475-2811
Dial 7-1-1 For Relay Services
(800) 252-VOTE (8683)

John Steen
Secretary of State

NOTICE OF INTENT TO PARTICIPATE IN PILOT PROGRAM FOR COUNTYWIDE
ELECTION DAY POLLING PLACES

Name of County: Williamson

County's Contact Person: Kay Eastes
(Name)

Deputy Elections Administrator
(Title)

We hereby notify the office of the Secretary of State of our county's intent to participate in the pilot program for countywide Election Day polling places.

This Notice is for the election scheduled for (choose one):

 May 11, 2013 (due February 28, 2013)

 X November 5, 2013 (due July 24, 2013)

I certify that my county has the technological capabilities to conduct this pilot program in the election designated above. I also understand that the number of precinct polling places used for the pilot program cannot be less than 65 percent of the number of precinct polling places that would otherwise be located in the county for the first election in which the county participates. In subsequent elections, this number drops to 50 percent.

My county will submit its detailed proposed plan by February 28, 2013 for the May 11, 2013 election or by July 24, 2013 for the November 5, 2013 election.

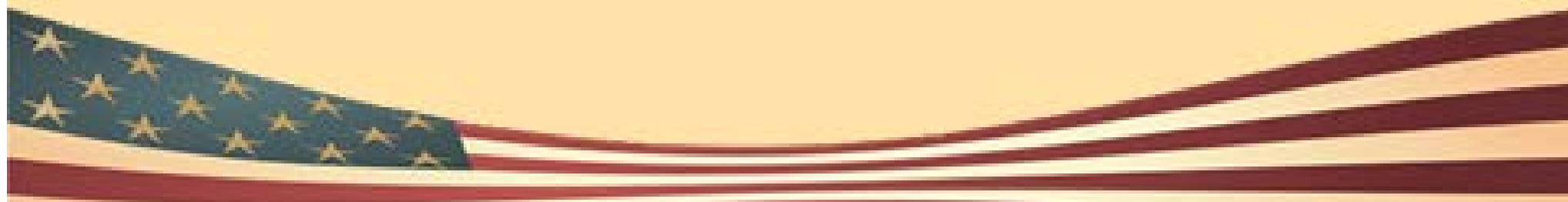
Kay Eastes
Signature of County Elections Official

(Mail signed form to the Elections Division, P.O. Box 12060, Austin, TX 78711)



Vote Center Committee

- Commissioner Lisa Birkman, Pct 1
- Commissioner Valerie Covey, Pct 3
- Bill Fairbrother, Republican Party Chair
- Karen Carter, Democratic Party Chair
- Jose Orta, League of United Latin American Citizens (LULAC)
- Sharron Dunning, Representative from the disabled community
- Representative from the County Elections Office.



Selection Criteria

The following factors were considered by the committee during the selection process:

- ADA accessibility
- Parking
- Voter privacy
- Room size
- Cost
- Availability for future elections
- Visibility/ Familiarity
- Distance from previous polling locations
- Community characteristics



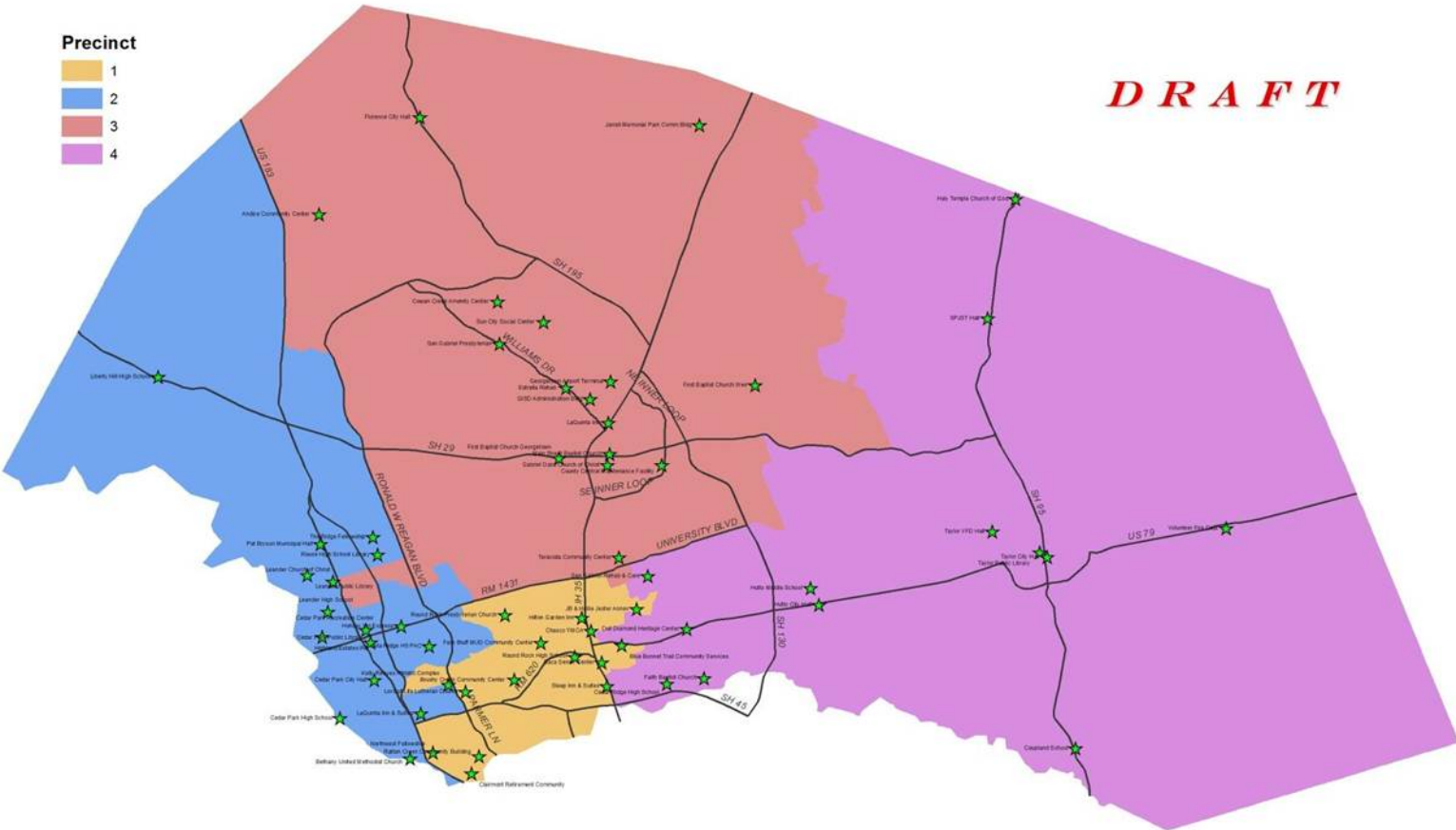
PCT	Location	Address	City
Pct 1	Baca Senior Center	301 W Bagdad Ave	Round Rock
	Bluebonnet Trail Comm. Services	1009 N Georgetown Ave	Round Rock
	Brushy Creek Comm. Center	16318 Great Oaks Dr	Round Rock
	CHASCO Family YMCA	1812 N Mays St	Round Rock
	Clairmont Retirement Comm.	12463 Los Indios Trail	Austin
	Fern Bluff MUD Comm. Center	7320 Wyoming Springs Rd	Round Rock
	Hilton Garden Inn	2310 N IH 35 (behind Chuy's)	Round Rock
	JB & Hallie Jester Annex	1801 E Old Settlers Blvd	Round Rock
	Lord of Life Lutheran Church	9700 Neenah Ave	Austin
	Northwest Fellowship	13427 Pond Springs Rd	Austin
	Rattan Creek Park Comm. Center	7617 Elkhorn Mountain Trail	Austin
	Round Rock High School	300 N Lake Creek Dr	Round Rock
	Round Rock Presbyterian Church	4010 Sam Bass Rd	Round Rock
	Sleep Inn & Suites	1980 South IH 35 (Ex 251 McNeil Rd)	Round Rock
	Bethany United Methodist Church	10010 Anderson Mill Rd	Austin
Pct 2	Cedar Park City Hall	450 Cypress Creek Rd Bldg 3 ☐	Cedar Park
	Cedar Park High School	2150 Cypress Creek Rd	Cedar Park
	Cedar Park Library	550 Discovery Blvd	Cedar Park
	Cedar Park Recreation Center	1435 Main St Town Center	Cedar Park
	Highland Estates IRL	1500 N Lakeline Blvd	Austin
	Holiday Inn Express☐	1605 E Whitestone Blvd	Cedar Park
	Kelly Reeves Athletic Complex	10211 W Parmer Lane	Austin
	La Quinta Inn & Suites	10701 Lakeline Mall Dr	Austin
	Leander Church of Christ	300 Crystal Falls Parkway	Leander
	Leander High School	3301 S Bagdad Rd	Leander
	Leander Public Library	1011 S Bagdad Rd	Leander
	Liberty Hill High School	16500 W SH 29	Liberty Hill
	Pat Bryson Municipal Hall	201 N Brushy St	Leander
	Rouse High School	1501 CR 271	Leander
	The Ridge Fellowship	8754 RR 2243	Leander
	Vista Ridge HS PAC	200 S Vista Ridge Blvd	Leander
Pct 3	Andice Comm. Center	6600 FM 970, Andice	Florence
	County Central Maintenance Facility	3151 SE Inner Loop	Georgetown
	Cowan Creek Amenity Center	1433 Cool Springs Way	Georgetown
	Estrella Oaks Rehab & Care	4011 Williams Dr	Georgetown
	First Baptist Church	1333 W University Ave	Georgetown
	First Baptist Church of Weir	315 FM 1105	Weir
	Florence City Hall	106 S Patterson Ave	Florence
	Gabriel Oaks Church of Christ	1904 S Austin Ave	Georgetown
	Georgetown Airport - Terminal Bldg	500 Terminal Dr	Georgetown
	GISD Administration Bldg	603 Lakeway Dr	Georgetown
	Jarrell Memorial Park Comm. Cntr☐	1651 CR 305	Jarrell
	LaQuinta Inn & Suites	333 N IH 35	Georgetown
	Main Street Ministry Center	111 W 10th St	Georgetown

PCT	Location	Address	City
	San Gabriel Presbyterian Church	5404 Williams Dr	Georgetown
	Sun City Social Center	2 Texas Dr	Georgetown
	Teravista Comm. Center	4211 Teravista Club Dr	Round Rock
Pct 4	Cedar Ridge High School	2801 Gattis School Rd	Round Rock
	Coupland School	620 S Commerce St	Coupland
	Dell Diamond Heritage Center	3400 E Palm Valley Blvd	Round Rock
	Faith Baptist Church	3625 Gattis School Rd	Round Rock
	Holy Temple Church of God	441 S Dalton St (101 E Elm Ave)	Bartlett
	Hutto City Hall	401 Front St	Hutto
	Hutto Middle School	1005 Exchange Blvd	Hutto
	San Gabriel Rehab & Care	4100 College Park Dr	Round Rock
	SPJST Hall	114 W Davilla St	Granger
	Taylor City Hall	400 Porter St	Taylor
	Taylor Public Library	801 Vance St	Taylor
	Taylor VFD Hall	701 NW Carlos G Parker Blvd	Taylor
	Thrall VFD	201 S Main St	Thrall

Precinct

- 1
- 2
- 3
- 4

DRAFT



WILLIAMSON COUNTY

VOTE CENTER OPEN HOUSE ON JUNE 27, 2013

Open House information made available:

- Elections Office staff
 - emailed political jurisdictions countywide who contract with the Elections Office to conduct elections;
 - posted the information to the Elections Office website;
 - posted the information on the Elections Office Facebook and Twitter pages on June 21 and June 27;
 - produced and made available a flyer for distribution to walk-in traffic at the Elections Office;
 - produced a flyer for distribution to the Williamson County Republican Party and Democratic Party Chairs for distribution to party events;
 - emailed a news release and flyer to Election Day Judges and Alternate Judges who worked the 2012 November and 2013 May elections;
- Bill Fairbrother, Williamson County Republican Party Chair, emailed his contact list of party supporters;
- Karen Carter, Williamson County Democratic Party Chair, emailed her contact list of party supporters; and
- Connie Watson, Public Affairs Manager, sent out two news releases, placed the information on the County's Home Page, and included it in the County's newsletter.



ELECTIONS DEPARTMENT
WILLIAMSON COUNTY
301 SE Inner Loop, Ste. 104
Georgetown, Texas 78626
Phone: 512/943-1630 Fax: 512/943-1634

On Tuesday, June 27th an Open House for Vote Centers was held in the Commissioners Courtroom at the Historic Courthouse from 4 to 8pm. A continuous slide presentation was available all evening that showed the process of how a location was chosen based on Commissioner precincts, demographics of the County and other factors. Maps of each Commissioner precinct with Vote Center locations were on display along with two county-wide maps. There was thirteen elections office staff on hand to assist the public along with members from the Vote Center Committee. Fourteen interested persons attended the Open House. Comment cards and a sheet of Frequently Asked Questions were available.

Issues expressed on the comment cards will be addressed and answered.

Comment cards:

1. Who will choose the Judges and Alternates and will they work close to home?
TEC Code Sec.32.002 will be followed and the Party Chairs will reach a decision on the appointment process.
2. "Need signs on major roads directing voters to the polls." As laws allow, there will be signs indicating Vote Center locations.
3. "Actual locations need to sent out (not see website)" Public Outreach program which will include advertising in several area newspapers.
4. "Make sure rural locations will have plenty of computers for final rush..."
All Election Day locations will have two computers for checking in voters.
5. "I want a paper copy as soon as I vote!"

Comments: I want a paper copy as soon as I vote!

www.wilcogov.org publicinformation@wilco.org Public Information Office 512-943-1663

Concerning Project:

Comments: I know you will make sure the rural locations will have plenty of computers for the final rush that bedroom communities see especially on larger elections, I am sure you will do your homework, People don't want to drive back to town once they are close to home.
www.wilcogov.org publicinformation@wilco.org Public Information Office 512-943-1663.
I am sure you are keeping track of voter registrations in growing communities.

Concerning Project: Vote Centers

Comments: Need signs on major roads directing voters to polls. Actual locations need to be put out (not just website). Many people don't have computers.
Thanks

www.wilcogov.org publicinformation@wilco.org Public Information Office 512-943-1663

ALVAREZ: 214-943-1663

Phone: Fax:

Concerning Project: Vote Centers (Open House)

Comments: I asked these questions:

- 1) In a grouping of precincts, who ^{are} judges and who are alternates (hierarchy)?
- 2) Can I have control over being assigned to the center that includes my precinct — not a distant one?
- 3) Can I have control of trying to bring along the workers I've worked with before to the same center?

www.wilcogov.org publicinformation@wilco.org Public Information Office 512-943-1663

Kay Eastes

From: Julie Seippel
Sent: Thursday, July 11, 2013 11:01 AM
To: 'Ortego, Brian K'
Cc: Kay Eastes; Kay Proud
Subject: RE: Vote Center Feedback

Mr. Ortego,

Thank you very much for your feedback and offer from you and your wife to work at the polls. I will forward your contact information to our poll worker coordinator and let her know you're interested in becoming a poll worker. In addition to our office, the Republican and Democratic Parties play key roles in recruiting poll workers. With the upcoming 2014 primary elections, both parties will be recruiting poll workers. If you would like to contact the parties about volunteering, the contact information is:

Williamson Co. Republican Party
Bill Fairbrother bill.fairbrother@gopusa.com

Williamson Co. Democratic Party
Karen Carter karencarter2008@aol.com

For each election we send out two laptops to check in voters and encourage poll workers to use both. Generally, using a paper list of registered voters to determine (qualify) a person's voter registration has been slower than using a computer. The scanning process enables the information to be printed automatically onto a label so neither the clerk nor voter has to write down on the required form the required information (name, address, certificate number.) We are required by state law to obtain certain information prior to voting during the qualification process, including the signature of the voter. We do plan on providing, minimally, two check-in stations for voters in the 2013 November elections.

We do value your comments and appreciate your taking the time to visit with us. I'll be passing your concerns on to the Vote Center Committee. Thank you for being a part of our election process in Williamson County.

Julie Seippel
Voter Registration Supervisor
Williamson County
Phone: (512) 943-1631
Fax: (512) 943-1634
<http://www.wilco.org/elections>

Voter education videos:
<http://www.youtube.com/user/WilcoElections>

Become a fan of the [Elections Department on Facebook!](#)

Follow us on Twitter [@WilcoElections](#)

From: Ortego, Brian K [mailto:bkortego@gmail.com]
Sent: Friday, June 28, 2013 6:43 AM

To: elections1

Subject: Vote Center Feedback

Name: Ortego, Brian K

Email: bkortego@gmail.com

Phone Number: 512-784-1687

Can We Contact Them: Yes

Comments:

My biggest concern is the lack of improvement seen in the check-in progress, as we've transitioned to electronic ballots. The current process of one person with one small laptop struggling to check-in a long single-file line one-at-a-time by attempting to scan a wrinkled card or key in data on a small keyboard to enable the person voting to move toward the next person and then sign his name is cumbersome, slow, and inefficient with the technology available. The old journal-type system before computers would actually be faster. The check-in system has to be designed and set-up to handle more than the typical 5-10% turnout to avoid the bottleneck currently created. The County should utilize staff to supplement volunteers for a consistent efficient 21st century elections. My wife and I signed up to volunteer, and are waiting to be trained and ready to help out.

Draft

ORDER

On this _____ day of July, 2013, the Commissioners Court of Williamson County, Texas, does hereby approve that application be made to the Office of the Texas Secretary of State, Elections Division, for participation in the Countywide Election Precincts Polling Place program for countywide elections held on the Uniform Election Date of November 5, 2013.

And, further, the Court approves the implementation of the use of the Countywide Election Precincts Polling Place program for countywide elections to be held on the Uniform Election Date of November 5, 2013.

Dan A. Gattis, County Judge

Date: _____, 2013

Commissioners Court - Regular Session

33.

Meeting Date: 07/16/2013

post-election report on countywide polling place program

Submitted For: Kay Eastes

Submitted By:

Kay Eastes, Elections

Department: Elections

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Receive post-election report on the use of election day countywide vote centers on May 11, 2013.

Background

On February 19, 2013, Commissioners Court voted to authorize the use and implementation of countywide polling places in accordance with Section 43.007 of the Texas Election Code for the Uniform Election Dates of 2013 May and November. Attached please find the letter Rick Barron, Elections Administrator for Williamson County during the 2013 May elections, wrote the the Texas Secretary of State. This is the Post-Election Report on Countywide Polling Place Program.

Attachments

Post May election countywide vote center report

Form Review

Inbox

Reviewed By

Date

County Judge Exec Asst.

Wendy Coco

07/11/2013 03:38 PM

Form Started By: Kay Eastes

Started On: 07/11/2013 09:15 AM

Final Approval Date: 07/11/2013

ELECTIONS DEPARTMENT
301 SE Inner Loop, Ste 104
Georgetown, Texas 78626
Phone: 512/943-1630
Fax: 512/943-1634



7 June 2013

Honorable John Steen
Texas Secretary of State
PO Box 12060
Austin TX 78711-2060

Re: Post-Election Report on Countywide Polling Place Program Pursuant to Section 43.007 of the Texas Election Code

Dear Secretary Steen:

I am pleased to report that Williamson County's implementation of countywide polling places in accordance with Section 43.007 of the Texas Election Code was a success. We have adopted the term "Vote Centers" to describe countywide polling locations in Williamson County in order to conform to other counties that are using it across the state.

The Williamson County Elections office administered the May 2013 Joint General and Special Election for 18 participating jurisdictions in four counties. The jurisdictions that joined together for the May 11th election were the cities of Bartlett, Coupland, Florence, Georgetown, Granger, Jarrell, Leander, Liberty Hill, and Taylor, along with the independent school districts of Bartlett, Georgetown, Granger, Jarrell, Leander, Liberty Hill, Pflugerville and Taylor. We also conducted an election for Northwest Williamson County MUD No. 1. The joint election covered territory in Williamson, Travis, Bell and Milam counties.

Our voter registration vendor, Votec, was able to add the voters from the jurisdictions in the other three counties into our voter registration database for this election in order for us to have live voter check-in everywhere.

We use Votec's VoteSafe system to check the registration of voters in our polling locations. With Verizon wireless connections to our county database, we eliminate the ability of anyone to vote in more than one location on Election Day. We had no issues with this system on Election Day, other than the normal election matters.

We placed 32 countywide polling locations strategically around Williamson and Travis counties and along the border of Williamson and Bell counties. The bulk of the polling locations were determined by a joint effort between the jurisdictions and the Elections office since this election serves the voters of the participating jurisdictions rather than a countywide voting population.

A committee consisting of Pct. 4 Commissioner Ron Morrison, Pct. 3 Commissioner Valerie Covey, Republican County Chairman Bill Fairbrother, Democratic County Chairwoman Karen Carter, LULAC and NAACP representative Jose Orta and me, Rick Barron, Elections Administrator for Williamson County, approved the locations.

Commissioners' Court held two public hearings on the locations and approved them before we submitted our application to the Secretary of State's office.

Voters cast 4,169 ballots on Election Day. That is a typical turnout for a May election. The voters voted at polling locations that consisted mainly of public buildings. We also had a few community centers and churches sprinkled in the mix.

We surveyed 575 voters as they exited polling locations on Election Day. We surveyed Williamson County voters only. The support for countywide polling locations is high. When we asked voters whether they liked the vote center concept, 91.1% of the respondents answered in the affirmative.

With regard to whether the vote center to where he or she had come was more convenient for voting than voting at the voter's home precinct, 78.3% of voters responded in the affirmative. The percentage was low because we normally have 86 polling locations for a November election, and only 36-38 locations for a May election. We find that May voters generally have more confusion regarding polling locations because we have fewer participating jurisdictions. Therefore, we reduce locations significantly.

Voters emphatically endorsed the future use of vote centers in all future elections by answering 88.9% in the affirmative.

Our voters learned about vote centers in a variety of ways, including newspaper ads (22.6%), online (17.6%), postcards (10.1%), flyers (8.9%), television (5.6%) and other methods (25.7%). Many of the aforementioned items were part of our publicity plan.

The publicity plan for this election was extensive, as it was our first trial with vote centers. It included the following items:

- Branded the Vote Centers with their own logo.
- Held a press conference and sent out press releases that announced the Vote Center plan, locations and logistics.
- Met with newspaper editorial boards and solicited positive editorials in local newspapers that endorsed the Vote Center plan.
- Had signs made to post along roads outside new Vote Centers to identify their locations.
- Vote Center locations were advertised in the local newspapers, including a Spanish language publication.
- Vote Center locations were listed on the Williamson County Elections website, Facebook and Twitter, as well as by cities or other entities that contracted for the election.
- Elections staff manned a telephone bank that gave voters the locations of the Vote Centers.
- Sent Vote Center flyers to school districts to place in homework folders for elementary school age students. Flyer listed all Vote Center locations with a map.
- Elections mailed a postcard with Vote Center information to each head of household in a jurisdiction that held an election.
- Worked with stakeholders, local organizations, and civic groups to spread the word about Vote Centers.

More than just the voters liked the concept of Vote Centers. Poll workers that responded to our post-election survey were unanimous in their support for liking the concept of vote centers. A particularly important point for the county's political parties to consider is that 96% of the poll workers said that they want to see vote centers employed for all future elections.

The reasoning for the high support numbers among the poll workers is because paperwork was more easy to complete; polling locations were easier to open and close; and, finally, voters can vote anywhere, which reduces the need for provisional ballots and is more convenient for voters.

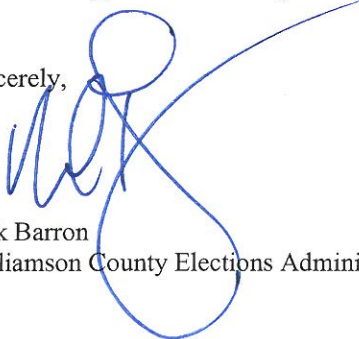
Only in one category did poll workers express much dissatisfaction. Four of 26 respondents said they disliked that touchscreens were the only option available for voting. That is a small minority of poll workers.

For the Elections office, the administrative and operational aspects of vote centers are easier. We have only one type of voting system with which we need to work from the beginning of early voting through Election Day. Our pre-election work is made more efficient because of this. It is the same concept that Southwest Airlines uses with its fleet of aircraft. They only fly 737s in order for their employees to concentrate on being efficient with one technology.

On Election Night, we reported results more than 45 minutes sooner than we ever had for a May election. That was a direct result of the efficiency and ease of the vote center concept. The last vote center election judge arrived at our facility before 9:30 P.M.

In conclusion, our first foray into countywide polling locations was successful. We plan to add to that success in November 2013 with a subsequent application for participation in the pilot program later this summer. Further, we hope to work with all of our stakeholders to expand the program to all of our future elections, especially if the legislature approves them for primary elections.

Sincerely,



Rick Barron
Williamson County Elections Administrator

cc: Honorable County Judge Dan Gattis
cc: Hon. Commissioner Lisa Birkman
cc: Hon. Commissioner Cynthia Long
cc: Hon. Commissioner Valerie Covey
cc: Hon. Commissioner Ron Morrison
Mrs. Karen Carter, Democratic County Chair
Mr. Bill Fairbrother, Republican County Chair

Commissioners Court - Regular Session

34.

Meeting Date: 07/16/2013

Early Voting polling locations and schedule for the November 5 2013 election

Submitted For: Kay Eastes

Submitted By:

Kay Eastes, Elections

Department: Elections

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and consider approving the Early Voting Polling Locations and Schedule for the November 5, 2013 uniform election date.

Background

Attached please find the proposed Early Voting Schedule and list of full-time polling locations. These hours are what we have customarily used for Constitutional Amendment Elections. The Baca Senior Center replaces the McConico Building due to construction at the McConico. Other than that change, these are the locations we used for the 2011 Constitutional Amendment Election.

Attachments

Early Voting Schedule and Locations

Form Review

Inbox

Reviewed By

Date

County Judge Exec Asst.

Wendy Coco

07/11/2013 03:38 PM

Form Started By: Kay Eastes

Started On: 07/11/2013 11:47 AM

Final Approval Date: 07/11/2013

Williamson County Early Voting Schedule
Horario de la Votación Adelantada del Condado de Williamson

Constitutional Amendments and Special Elections -- November 5, 2013
Elección de Enmiendas Constitucionales y Especiales -- 5 de Noviembre del 2013

Dates and Times for Full-Time Locations:

Fechas y horarios para localidades de tiempo completo

Monday, October 21 through Wednesday, October 30

8:00 am -- 6:00 pm

Del Lunes 24 de octubre al Miércoles 30 de octubre

No Sunday Voting

Domingo NO habrá votación

Thursday, October 31 and Friday, November 1

7:00 am -- 7:00 pm

Jueves 31 de octubre y Viernes 1 de noviembre

Main Location- Localidad Central:

Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown

Branch Locations - Otras localidades:

Parks & Recreation Administration Bldg., 1101 N. College St., Georgetown

Cowan Creek Amenity Center, 1433 Cool Springs Way, Georgetown

Baca Senior Center, 303 W. Bagdad St., Round Rock

Round Rock Randalls, 2051 Gattis School Rd., Round Rock

Brushy Creek Community Center, 16318 Great Oaks Dr., Round Rock

JB and Hallie Jester Annex, 1801 E. Old Settlers Blvd., Round Rock

Anderson Mill Limited District, 11500 El Salido Pkwy., Austin

Cedar Park Public Library, 550 Discovery Blvd., Cedar Park

Cedar Park Randalls, 1400 Cypress Creek Rd., Cedar Park

Pat Bryson Municipal Hall, 201 N. Brushy St., Leander

Taylor City Hall, 400 Porter St., Taylor

Meeting Date: 07/16/2013

Authorizing Advertisement and setting Date for IFB No14IFB00203 Towing Services for the Sheriff's Office

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Consider authorizing advertising and setting date of August 06, at 3:30 PM in the Purchasing Department to receive bids for Towing Services for the Williamson County Sheriff's Office.

Background

This IFB is for Towing Services for the Sheriff's Office. The contract period will be October 1, 2013 through September 30, 2014, with two optional 12 months extensions.

Attachments

Towing bid package

Form Review

Inbox

Purchasing (Originator)

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 07/11/2013

Reviewed By

Bob Space

Bob Space

Wendy Coco

Date

07/11/2013 07:50 AM

07/11/2013 07:50 AM

07/11/2013 03:36 PM

Started On: 07/01/2013 08:43 AM



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 S. Austin Ave.
GEORGETOWN, TEXAS 78626

<http://wilco-online.org/eBids/Bids.aspx>

INVITATION FOR BIDS (IFB)

TOWING SERVICES FOR WILLIAMSON COUNTY SHERIFF'S OFFICE

BID # 14IFB00203

**BIDS MUST BE RECEIVED ON OR BEFORE: AUGUST 6, 2013 –
3:30PM**

BIDS WILL BE PUBLICLY OPENED: AUGUST 6, 2013 – 3:30PM

BID SUBMISSION

Notice is hereby given that sealed Bids will be accepted by the Williamson County Purchasing Department for Bid #14IFB00203, **Towing Services for Williamson County Sheriff's Office**. Specifications for this Bid may be obtained from <http://wilco-online.org/eBids/Bids.aspx>.

Bids are to be addressed to the Williamson County Purchasing Agent, Bob Space, 901 S. Austin Ave., Georgetown, TX 78626, with the Bid number and Bid name marked on the outside of the envelope. Bidders should forward one (1) original, two (2) paper copies and one (1) CD copy of their Bid to the address shown below. Late Bids will be rejected as non-responsive. Bids will be publicly opened in the Williamson County Purchasing Department at the time and date indicated above. Bidders are invited to attend the sealed Bid opening.

BID NAME:	TOWING SERVICES FOR WILLIAMSON COUNTY
SHERIFF'S OFFICE	
BID NO:	14IFB00203
DUE DATE/TIME:	AUGUST 6, 2013, ON OR BEFORE 3:30 PM
MAIL OR DELIVER TO:	Williamson County Purchasing Department 901 S. Austin Ave. Georgetown, TX 78626

All Bidders interested in submitting a Bid are encouraged to attend the Pre-Bid conference on July 24, 2013 at 11:00 AM at 901 S. Austin Ave., Georgetown, TX 78626

Any questions, clarifications or requests for general information should be directed to the contact listed below.

Assistant Purchasing Agent or successor

Kerstin Hancock

901 S. Austin Ave.

Georgetown, TX 78626

khancock@wilco.org

Question submittals must be made via email, and are due by 5PM CST on July 31, 2013. 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 and updated on a daily basis to the Williamson County portal, <http://wilco-online.org/eBids/Bids.aspx>

It is the Bidder's responsibility to check with the Williamson County's Purchasing Department prior to submitting a Bid to ensure that Bidder is in receipt of a complete, up-to-date package. The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information. Any addenda and/or other information relevant to the IFB will be posted on the Williamson County vendor portal at the following link:

<http://wilco-online.org/eBids/Bids.aspx>

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB. No negotiations or modifications to the Bids received will be allowed.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY
READ THE ENTIRE IFB**

TOWING SERVICES FOR WILLIAMSON COUNTY SHERIFF'S OFFICE BID # 14IFB00203

WILLIAMSON COUNTY WILL NOT BE RESPONSIBLE FOR UNMARKED OR IMPROPERLY MARKED ENVELOPES

There is no expressed or implied obligation for Williamson County (sometimes referred to herein as the "County") to reimburse Bidders for any expense incurred in preparing a Bid in response to this IFB and Williamson County will not reimburse Bidders for these expenses.

All Bids must be received in the Williamson County Purchasing Department before the opening, which will be on the date and at the time set forth on page 1. Bids received after the submittal deadline will be considered void and unacceptable and returned to the Bidder unopened. Williamson County is not responsible for lateness or non-delivery of mail, carrier, etc. The date and time stamp of the Williamson County Purchasing Department shall be the official date and time of receipt.

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.

The **Bidder's Bid, all IFB requirements and Submittal Checklist** should be completed prior to submission. Failure to fully complete forms/affidavits and return the documentation required by this IFB may, at Williamson County's sole discretion, render your Bid null and void. Bids will be publicly opened and read aloud in the Williamson County Purchasing Department, 901 S. Austin Ave., Georgetown, Texas 78626.

**HOURS FOR THE WILLIAMSON COUNTY PURCHASING DEPARTMENT ARE 8:00 AM – 12:00 PM
AND 1:00 PM – 5:00 PM CENTRAL TIME (PURCHASING DEPARTMENT IS CLOSED DURING
LUNCH FROM 12:00PM – 1:00PM), MONDAY – FRIDAY, EXCLUDING COUNTY HOLIDAYS**

Tentative Schedule of Events

Issuance of IFB	July 16, 2013
Pre-Bid Conference	July 24, 2013
Deadline to Submit Questions	July 31 2013
Bid Submission Deadline (Late Bids will not be considered)	August 6, 2013
Evaluation of Bids	August 9, 2013
Recommendation for Contract Award	August 20, 2013

PRE-BID INSPECTION

To the extent necessary and prior to the submittal, Bidders are strongly encouraged to visually inspect and be familiar with all goods and/or services for which they intend to submit a Bid. If in the Pre-Bid inspection the Bidder determines any discrepancies, he/she/it should inform the Williamson County Purchasing Department.

1. INTRODUCTION TO BIDDERS

This IFB is to receive Bids from qualified Bidders regarding the goods and/or services which Williamson County seeks to procure under this IFB.

2. DEFINITIONS, TERMS AND CONDITIONS

2.1 DEFINITIONS

- a. "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.
- b. "Agreement" – The Successful Bidder may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and Bidder's Bid. Such ensuing Agreement(s) shall contain the Bid Specifications, Terms and Conditions that are derived from the IFB.
- c. "Contract" – This IFB and the Bid of the Successful Bidder shall become a contract between the Successful Bidder and Williamson County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.
- d. "Bid Documents" – The Legal Notice, IFB including attachments, and any Addenda issued by Williamson County prior to the consideration of any Bids.
- e. "Bid" – Is a complete, properly signed Bid submitted in accordance with this IFB which is irrevocable during the specified period for evaluation and acceptance of Bids.
- f. "Bidder" – A person or entity who submits a Bid in response to this IFB.
- g. "IFB" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h. "Successful Bidder" – The responsible Bidder to whom Williamson County intends to award the Contract.

2.2 TERMS AND CONDITIONS

2.2.1 Venue and Governing Law

Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any ensuing Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any ensuing Agreement is governed by the laws of the United States, this IFB, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

2.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the IFB and its Addenda; and (2) the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the IFB and its Addenda; and (2) the Bidder's Bid.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between (1) terms and conditions of the ensuing Agreement, (2) the IFB,

and its Addenda; and (3) the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement, (2) the IFB; and (3) the Bidder's Bid.

2.2.3 Ownership of Bid

Each Bid shall become the property of Williamson County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

2.2.4 Disqualification of Bidder

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Bidder has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if Williamson County believes that collusion exists among the Bidders.

2.2.5 Funding

County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

2.2.6 Assignment, Successors and Assigns

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

2.2.7 Implied Requirements

Products and services not specifically described or required in the IFB, but which are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

2.2.8 Termination

- a. **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Bidder breaches any of the IFB Specifications, Terms and Conditions, including warranties of Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.
- b. **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon thirty (30) calendar day's written notice to Successful Bidder. In the event Williamson County exercises its right to terminate without cause, it is

understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

2.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction. In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

2.2.10 Proprietary Information and Texas Public Information Act

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid 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 Williamson 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 Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson 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 Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2.2.11 Right to Audit

Successful Bidder agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers

and records of Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Bidder agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Successful Bidder reasonable advance notice of intended audits.

2.2.12 Testing and Inspections

Williamson County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Bidder to be in breach and terminate the Contract and/or any ensuing Agreement(s).

2.2.13 Bid Preparation Cost

Cost of developing Bids is entirely the responsibility of Bidders and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Bidders for any expense incurred in preparing a Bid in response to this IFB and Williamson County will not reimburse Bidders for such expenses.

2.2.14 INDEMNIFICATION

SUCCESSFUL BIDDER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF BIDDER OR ANY OF BIDDER'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE BIDDER'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL BIDDER ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL BIDDER FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL BIDDER'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).

SUCCESSFUL BIDDER SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL BIDDER IN THE DEFENSE OF EACH MATTER. SUCCESSFUL BIDDER'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S) UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, BIDDER SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF BIDDER ARE NOT AT ISSUE IN THE MATTER.

Successful Bidder's indemnification shall cover, and Successful Bidder agrees to indemnify Williamson County, in the event Williamson County is found to have been negligent for having selected Successful Bidder to perform the work described in this request. The provision by Successful Bidder of insurance shall not limit the liability of Successful Bidder under the Contract and/or any ensuing Agreement.

2.2.15 Waiver of Subrogation

Successful Bidder and Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any ensuing Agreement.

2.2.16 Relationship of the Parties

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give County the right to direct the Successful Bidder as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Bidder shall follow the desires of County in the results of the work only. County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of County, and that the Successful Bidder and its employees, agents and sub-contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by County.

2.2.17 Sole Provider

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

2.2.18 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

2.2.19 Severability

If any provision of this IFB, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render

unenforceable any other provision thereof, but rather the entire IFB, Contract or any ensuing 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 IFB, the Contract or any ensuing 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 IFB, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

2.2.20 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

2.2.21 Notice

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

Williamson County Purchasing Department
Bob Space, Purchasing Agent (or successor)
901 S. Austin Ave.
Georgetown, Texas 78626

Bidder:

Address set out in Bidder's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) calendar day following mailing, whichever occurs first.

2.2.22 Sales and Use Tax Exemption

Williamson County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

2.2.23 Compliance with Laws

Williamson County and Successful Bidder 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 the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

2.2.24 Incorporation of Exhibits, Appendices and Attachments

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein.

2.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson 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.

2.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

2.2.27 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness of County for which County 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 the Contract and any ensuing 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 to the Successful Bidder at the end of its then-current fiscal year.

2.2.28 INTENTIONALLY DELETED

2.2.29 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

2.2.30 Assignment

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

2.2.31 Safety

Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

2.2.32 General Obligations and Reliance

Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of

the services. Successful Bidder agrees and acknowledges that County is relying on Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of County in accordance with County's requirements and procedures. Successful Bidder's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

2.2.33 Estimated Quantities

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB 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.

2.2.34 Contractual Development

The contents of the IFB and the selected Bid will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Bidder must agree to inclusion in an ensuing Agreement of the Bid Specifications, Terms and Conditions of this IFB.

2.2.35 Survivability

All applicable agreements that were entered into between Successful Bidder and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

2.2.36 Air Quality

In determining the overall best Bid, the County may, to the extent applicable, exercise the following option granted to local governments under the Texas Local Government Code.

Option – TLGC § 271.907. This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder 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 is encouraged to provide information in narrative form indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

2.2.37 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Bidder and County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Bidder and County.

2.2.38 Payment

Unless specified otherwise in this IFB or an ensuing Agreement, the following provision shall control the County's method of payment:

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue 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 an error appears in an invoice submitted by Successful Bidder, County shall notify Successful Bidder of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Bidder, Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Successful Bidder 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 Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org 512-943-1500

2.2.39 Economic Adjustment

To the extent applicable to this IFB, the Successful Bidder may submit a request for a contract pricing adjustment for approval by the County if the Bidder can show just cause substantiating an adjustment. The requested adjustment must be for goods and/or services and in no way represent an increase in the Bidder's profits, labor or other overhead. The Bidder's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will not become effective until after approval of the Williamson County Commissioners Court. Until then, the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Department reserves the right to seek competition from other sources.

Any goods or services delivered by the Successful Bidder at a not agreed upon price are done so at the Successful Bidder's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

2.2.40 Contractual Formation and Ensuing Agreement

The IFB and the Bidder's Bid, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Bidder and Williamson County. The Successful Bidder may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and Bidder's Bid.

2.2.41 Initial Contract Term

The Successful Bidder shall provide the goods and/or services described herein for an initial term of twelve (12) months, beginning October 1, 2013, and ending September 30, 2014.

2.2.42 Contract Extensions

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. If approved, 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. 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 Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Successful Bidder may elect to terminate this Contract, with no additional liability to the County. The County and the Successful Bidder agree that termination shall be the Successful Bidder's sole remedy under this circumstance.

2.2.43 Cooperative Purchasing Program

During the term of the Contract resulting from this IFB, Williamson County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this Invitation to Bid is subject to a properly authorized Purchasing Cooperative Interlocal Agreement with Williamson County. Any liability created by Purchase Orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

2.2.44 Insurance Requirements

By signing its Bid, the Successful Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement, at Successful Bidder's cost, insurance in accordance with this provision.

Successful Bidder will be required to submit Certificates of Insurance **prior to being recommended for award of the Contract.**

All certificates of insurance coverage as specified below must be provided to the following address:

- Williamson County

The required insurance must be written by a company approved to do business in the State of 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. Successful Bidder shall furnish County with a certification of coverage issued by the insurer. Successful Bidder 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) CALENDAR 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 agreed to and hereby acknowledged by the Successful Bidder, that no provision of this Contract or any ensuing Agreement shall be construed to require the County 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 hereunder 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 Contract or any ensuing Agreement.

To the extent that additional insurance coverage must be provided in order to comply with licensing regulations, the Successful Bidder must obtain such coverage in addition to the above required insurance coverage.

3. INSTRUCTIONS AND GENERAL REQUIREMENTS

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the **Bid Specifications, Addenda issued as a part of this IFB and Modifications issued as a part of this IFB**. Be sure your Bid package is complete.

3.1 Ambiguity, Conflict, or other Errors in the IFB

If Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, Bidder shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Bidder fails to notify Williamson County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to Bidder, or an error or ambiguity that reasonably should have been known to Bidder, then Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the IFB, no later than 48 hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

3.2 Notification of Most Current Address

Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Bids.

3.3 Bid Preparation Cost

Cost of developing Bids is entirely the responsibility of Bidders and shall not be charged to Williamson County.

3.4 Signature of Bidder

A Transmittal Letter, which shall be considered an integral part of the Bid, shall be signed by an individual who is authorized to bind the Bidder contractually.

If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, **a power of attorney or equivalent document** must be submitted to the Williamson County Purchasing Department **prior to award**.

3.5 Assumed Business Name

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same **prior to award**.

3.6 Bid Obligation

The contents of the IFB, Bid and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing Agreement.

3.7 Compliance with IFB Specifications

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of Williamson County, result in disqualification.

3.8 Withdrawal of Bid

The Bidder may withdraw its Bid by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Bidder may thereafter submit a new Bid prior to the deadline. Modification or withdrawal of the Bid in any manner will not be considered if submitted after the deadline.

3.9 Evaluation/Award

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the BID process) that might affect Williamson County's judgment as to the appropriateness of an award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, Williamson County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation then in evaluation, or any future solicitation.

Communication between Bidder and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

Williamson County reserves the right to award a Contract in whole to one Bidder or to award a contract on each separate item or combination of items as may be most advantageous to the County. A primary, secondary, third and/or subsequent award ***may*** be made for this IFB. 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.

To award the lowest responsible bidder in accordance with Texas Government Code Subchapters B and C, the County may consider:

- Price
- Bidder's experience and reputation

- Quality of the Bidder's goods and/or services
- Bidder's safety record
- Bidder's proposed personnel
- Bidder's financial capabilities
- Any other relevant factors specifically listed in the IFB

Consideration of Location of Principal Office

Pursuant to Texas Local Government Code Section 271.905, in purchasing under this title any real property or personal property that is not affixed to real property, if Williamson County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three percent (3%) of the lowest bid price received by Williamson County from a Bidder who is not a resident of Williamson County, Williamson County may enter into a contract with:

- (1) the lowest Bidder; or
- (2) the Bidder whose principal place of business is in Williamson County if the Williamson County Commissioners Court determines, in writing, that the local Bidder offers Williamson County the best combination of contract price and additional economic development opportunities for Williamson County created by the contract award, including the employment of residents of Williamson County and increased tax revenues to Williamson County.

This consideration does not prohibit Williamson County from rejecting all Bids.

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 goods and/or services covered in this IFB, 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.

Awards should be made approximately thirty (30) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://wilco-online.org/eBids/Bids.aspx>

3.10 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; and
- 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.

3.11 Firm Pricing

For unit price items, 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. Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period. 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.

3.12 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.13 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.

3.14 References

Williamson County may require Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm if Bidder has not done business with the County within the past five (5) years. The name of firm, address, phone number and name of a representative to contact must be provided.

4. BID FORMAT AND SUBMISSION

4.1 Organization of Bid Contents for Submittal

Each Bid should be organized and be submitted in the order described below:

- a. Transmittal Letter; (Appendix A)
- b. Bid Submittal Checklist;
- c. Price Sheets, forms (Appendices B)
- e. References: Identification of three (3) references for which the Bidder is providing or has provided the services and/or goods of the type requested, including the name, position, and telephone number of a contact person at each entity (Appendix C of IFB)
- f. Conflict of Interest Questionnaire (Appendix D of IFB)
- g. Bid Affidavit (Appendix E of IFB)
- h. Signature Page (Appendix F of IFB)

4.2 Transmittal Letter

The Bidder must submit a Transmittal Letter that provides the following:

- a. Name and address of individual or business entity submitting the Bid;
- b. Bidder's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.);
- c. Place of incorporation or organization, if applicable;
- d. Name and location of major offices and other facilities that relate to the Bidder's performance under the terms of this IFB;
- e. Name, address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB;
- f. The Bidder's Federal Employer Identification Number;
- g. A commitment by the Bidder to provide the services required by Williamson County;

- h. A statement that the Bid is valid for ninety (90) calendar days from the deadline for submittal of Bids to Williamson County (Any Bid containing a term of less than ninety (90) calendar days for acceptance, may at Williamson County's sole discretion, be rejected as non-responsive.);
- i. 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 is encouraged to provide information in narrative form indicating the anticipated air quality impact.

The Transmittal Letter must be signed by a person legally authorized to bind the Bidder to the representations in the Transmittal Letter and Bid (refer to section 3.4 of this IFB). In the case of a joint Bid, each party must sign the Transmittal Letter.

4.3 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 amended.

As of January 1, 2006, Bidders are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the Williamson County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/taBid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. Examples of potential conflicts may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this IFB. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement. The Conflict of Interest Statement is attached as an Appendix to this IFB and must be completed, signed, and submitted with your Bid.

4.4 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.

4.5 Bid Submittal Deadline

The Bid is due no later than the submittal date and time set forth on Page 1 of this IFB, and must include each item identified on the Bid Submittal Checklist page of this IFB.

4.6 Delivery of Bids

All Bids are to be delivered on or before the submittal deadline, as noted on Page 1 of this IFB, to:

Williamson County Purchasing Department
Bob Space, Purchasing Agent (or successor)
901 S.Austin Ave.
Georgetown, Texas 78626

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

Williamson County will not accept any responsibility for Bids being delivered by third party carriers.

Bidder should submit one (1) original, two (2) paper copies and one (1) CD copy of the Bid. Bids will be opened publicly in a manner to avoid public disclosure of contents; however, names of Bidders will be read aloud.

Bidders should list the Bid Number on the outside of the box or envelope and note "Sealed Bid Enclosed."

<p>FAILURE BY BIDDER TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS BID.</p>

5. BID SPECIFICATIONS

5.1 PURPOSE

Williamson County is seeking qualified towing companies to provide both In-County and Out-of County towing services for the Williamson County Sheriff's Office. The Contract Towing Service for In-County and Out-Of-County Contract Tows is to include, but may not be limited to; abandoned, stolen, seized, evidentiary vehicles, or inoperable vehicles that are located within the bounds of Williamson County. For the purposes of this Bid, Williamson County has been divided into five (5) zones as set forth in the following bid specifications. Each zone may be awarded separately to different Successful Bidders. Bidders may submit a Bid for all zones or for a specific zone or zones.

5.2 IN-COUNTY CONTRACT TOWS

All towing will be performed upon request of the Williamson County Sheriff's Office.

Vehicles must be towed to the County impound lot located at 3151 SE Inner Loop, Georgetown, Texas.

This service will be ordered on an "As Needed" basis.

All Bidders must guarantee that they can tow all vehicles within a specified zone of the County for which they are submitting a Bid and have a secured lot in any zone that they plan on rendering services in.

Response time to the requested pick up location must be within 60 minutes, unless delayed by adverse weather conditions.

The Successful Bidder shall be on call 24 hours a day, every day of the year including holidays.

All tow truck drivers will be required to undergo a criminal history check prior to participating in any towing services for the County.

The Successful Bidder and all employees thereof must be in complete compliance with all relevant regulations of the Department of Public Safety, Texas Department of Licensing and Regulation and the Texas Department of Transportation, including either obtaining a permit/license or operating under a lawful exemption from any permit/license requirements.

The Successful Bidder must submit a copy of the vehicle impound sheet with its invoices no later than the 10th of the month for the previous month's hauls.

The County anticipates awarding the Bid to a primary, secondary, third, and fourth provider for each of the zones listed on this IFB.

Bids that do not state a fixed price or which are subject to change without notice may not be considered.

Contract Towing Services for In-County Contract Tows are to be bid on a "per haul" basis, stating a single firm price for each and every towing job. The bid price must include the use of any needed equipment and distance traveled.

Wreckers to be used for towing:

Class A (less than 1.5 ton) – Vehicles 10,000 pounds or less

Class B (larger than 1.5 ton) – Vehicles in excess of 10,000 pounds

Bidder may submit a bid for either Class A tows or Class B tows or both.

ZONE BOUNDARY DESCRIPTIONS:

NORTHWEST:

HWY 29 WEST BOUND LANES FROM THE WEST COUNTY LINE TO IH-35
SOUTH BOUND IH-35 LANES AND SOUTH BOUND IH-35 SERVICE ROADS
FROM HWY 29 TO THE NORTH COUNTY LINE.

SOUTHWEST:

HWY 29 EAST BOUND LANES FROM THE WEST COUNTY LINE TO IH-35
SOUTH BOUND IH-35 LANES AND SOUTH BOUND IH-35 SERVICE ROADS
FROM HWY 29 TO THE SOUTH COUNTY LINE.

NORTHEAST:

NORTH BOUND IH-35 LANES AND NORTH BOUND IH-35 SERVICE ROADS
FROM THE NORTH COUNTY LINE TO HWY 29 AND HWY 29 WEST BOUND
LANES FROM IH-35 TO HWY 95 NORTH BOUND LANES OF HWY 95, FROM
THE INTERSECTION OF HWY 29 TO THE INTERSECTION WITH FM 1331
WEST BOUND LANES OF FM 1331 FROM THE INTERSECTION WITH HWY
95 TO THE EAST COUNTY LINE.

SOUTHEAST AREA 1:

HWY 29 EAST BOUND LANES FROM IH-35 TO FM 1660 SOUTH BOUND
LANES OF FM 1660 TO CR 137 TO THE SOUTH COUNTY LINE. NORTH
BOUND IH-35 LANES AND NORTH BOUND IH-35 SERVICE ROADS FROM
HWY 29 TO THE SOUTH COUNTY LINE.

SOUTHEAST AREA 2:

EAST BOUND LANES OF HWY 29 FROM THE INTERSECTION WITH FM
1660 TO THE EAST COUNTY LINE. NORTH BOUND LANES OF FM 1660
AND CR 137 FROM THE INTERSECTION WITH HWY 29 TO SOUTH COUNTY
LINE.



5.3 OUT-OF-COUNTY CONTRACT TOWS

By submitting a Bid for the above In-County Contract Tows, the Bidder is also agreeing to comply with the following terms relating to Out-of-County Contract Tows:

In addition to the requirements and obligations that are set forth herein above for In-County Contract Tows (Class A tows of vehicles situated within the bounds of Williamson County), from time to time, the Successful Bidder may be required to tow vehicles from outside the boundaries of Williamson County. These types of vehicles may include, but not be limited to, vehicles that were involved in pursuits and stolen, seized, evidentiary vehicles that are situated outside the bounds of Williamson County.

When the Successful Bidder is requested to tow an Out-of-County vehicle, the towing company will be required to be en route to the vehicle's Out-of-County location within 20 minutes from the time that the request for tow is made by the Williamson County Sheriff's Office.

The Successful Bidder will be paid its In-County Contract Tow "Per Haul" Bid Price for Class A tows plus mileage at the rate of \$4.00 per mile for each mile that the Successful Bidder has to drive outside of the Williamson County boundary line in order to pick up and tow the vehicle back to the bounds of Williamson County (the extra mileage will only be paid for mileage driven outside of the bounds of Williamson County). For Out-Of-County Tows, the Successful Bidder must provide documentation, to the County's satisfaction, that evidences and substantiates mileage driven outside of the bounds of Williamson County.

The above terms and conditions for In-County Contract Tows shall also apply to the Out-of-County Contract Tows to the extent that they do not conflict with the specific terms set forth for Out-of-County Contract Tows. If the terms for In-County Contract Tows conflict with the terms for Out-of-County Contract Tows, the Out-of-County Contract Tows shall control in relation to Out-of-County Contract Tows.

REMEDIES FOR BREACH:

If on two separate occasions during any term or terms of this Contract the Successful Bidder fails to comply with any of the terms of this Contract relating to In-County and/or Out-of-County Contract Tows (i.e. failure to respond to a tow within the allotted time, refuse to respond to an In-County and/or Out-of-County tow request, etc.), Williamson County shall have the option to suspend such towing company and any of its affiliated companies from providing any type of towing services to Williamson County, including non-consent rotation tows. The time period for such suspension shall be determined by the Williamson County Sheriff's Office, but in no event shall the suspension period be less than thirty (30) days. Williamson County's right to suspend a towing company for a breach of the terms of this Contract shall be in addition to any remedies that are otherwise available at law or in equity to Williamson County.

6. CONTRACT ADMINISTRATION

Lt. Patrick Erickson of the Williamson County Sheriff's Office, (or successor), 508 S. Rock Street Georgetown, TX 78626, PErikson@wilco.org shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing Agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Bidder.



FAILURE BY BIDDER TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS BID.

PROVIDE ALL REQUIRED SIGNATURES BY AUTHORIZED REPRESENTATIVES, ALL REQUIRED DOCUMENTS AND USE ONLY REQUIRED FORMS IN THIS IFB TO ENSURE CONSIDERATION OF YOUR BID.

USE BID SUBMITTAL CHECKLIST PROVIDED TO ENSURE ALL REQUIREMENTS HAVE BEEN MET.

TOWING SERVICES FOR WILLIAMSON COUNTY SHERIFF'S OFFICE
BID NUMBER: 14IFB00203
BID SUBMITTAL CHECKLIST

**PLEASE READ, COMPLETE AND RETURN THIS
"BID SUBMITTAL CHECKLIST" WITH YOUR BID.**

The Bidder's attention is especially called to the items listed below (return pages marked with red border), which should be submitted in full as part of Bidder's Bid.

Failure to submit any of the documents listed below as a part of your Bid, or failure to acknowledge any addendum in writing with your Bid, or submitting a Bid on any condition, limitation, or provision not officially invited in this IFB may serve, at Williamson County's sole discretion, as cause for rejection of the Bid. The County reserves the right to request that any Bidder clarify its Bid or to supply any additional material deemed necessary to assist in the evaluation of the Bid.

Bidder should check each box below indicating compliance.

- ☐ Transmittal Letter (Appendix A, refer to section 4.2 of this IFB).). **If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the bid.**
- ☐ Price Sheets, (Appendix B).
- ☐ References: Identification of three (3) entities for which the Bidder is providing or has provided product/services of the type requested, including the name, position, and telephone number of a contact person at each entity (Appendix C, refer to section 3.14 of this IFB).
- ☐ Conflict of Interest Questionnaire (Appendix D, refer to section 4.3 of this IFB).
- ☐ Bid Affidavit (Appendix E, refer to section 3.4 of this IFB).). **If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the bid.**
- ☐ Signature Page (Appendix F, refer to section 3.4 of this IFB).). **If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the bid.**
- ☐ If Bidder is operating under an assumed business name, a file marked copy of the Assumed Name Certificate that has been filed with the Williamson County Clerk (refer to section 3.5 of this IFB).
- ☐ One (1) original, two (2) paper copies and one (1) CD copy of the Bid should be mailed to or delivered on or before the Bid submittal deadline, to the Williamson County Purchasing Department, 901 S. Austin Ave., Georgetown, TX 78626.

Company

Telephone Number

Address

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

BIDDER MUST RETURN THIS PAGE WITH ITS BID

APPENDIX A TRANSMITTAL LETTER

(Refer to section 4.2 of this IFB)

THIS FORM MUST BE COMPLETED AND RETURNED WITH BID

(a) Name of Business or Individual Submitting Bid

Address City State ZIP

(b) Type of Business entity (Corporation, General Partnership, Limited Partnership, LLC, etc.)

(c) Place of Incorporation or Organization (if applicable)

(d) Name and location of major offices/other facilities related to Bidder's performance under the terms of this IFB:

_____	_____
_____	_____
_____	_____
_____	_____

(e) Name/address/business/fax/email of Bidders **principal contact person** regarding all contractual matters relating to this IFB:

_____	_____
Contact Name	Title
_____	_____
Address	City State Zip
_____	_____
Business Phone	Fax Email Address

(f) Bidder's Federal ID Number

APPENDIX A (CONTINUED) TRANSMITTAL LETTER

(Refer to section 4.2 of this IFB)

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

(g) **Complete if applicable:** If 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 bidder is encouraged to provide information in narrative form indicating the anticipated air quality impact:

(h) I hereby commit to provide the services/products required by Williamson County in this bid.

(i) I further commit that this bid is valid for ninety (90) calendar days from the deadline for submittal of bid to Williamson County.

Print Name

Title

Authorized Signature

This Transmittal Letter must be signed by a person legally authorized to bind the Bidder to the representations in the Transmittal Letter and Bid (refer to section 3.4 of this IFB). In the case of a joint Bid, each party must sign the Transmittal Letter.

APPENDIX B PRICE SHEET
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

The undersigned Bidder, having become familiar with this IFB agrees to furnish the goods and/or services in accordance with this IFB at the following Bid Price:

ZONE BEING BID: _____

"PER HAUL" BID PRICE FOR CLASS A TOWS:

INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

"PER HAUL" BID PRICE FOR CLASS B TOWS:

INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

ZONE BEING BID: _____

"PER HAUL" BID PRICE FOR CLASS A TOWS:

INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

"PER HAUL" BID PRICE FOR CLASS B TOWS:

INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

ZONE BEING BID: _____

"PER HAUL" BID PRICE FOR CLASS A TOWS:

INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

"PER HAUL" BID PRICE FOR CLASS B TOWS:

INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

ZONE BEING BID: _____

"PER HAUL" BID PRICE FOR CLASS A TOWS:

INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

"PER HAUL" BID PRICE FOR CLASS B TOWS:

INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

ZONE BEING BID: _____

"PER HAUL" BID PRICE FOR CLASS A TOWS:

INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

"PER HAUL" BID PRICE FOR CLASS B TOWS:

INCLUDES THE USE OF ANY NEEDED EQUIPMENT AND DISTANCE TRAVELED

The undersigned hereby certifies that he or she has read the terms of this IFB and understands that Williamson County reserves the right to waive any informality in or to reject any or all Bids.

Bidder
Name: _____

Address: _____

Telephone: _____ Fax: _____

Contact Name (please print): _____

Authorized Signature: _____

Title or Representative Capacity of Signer:

State of Incorporation/Organization or Primary Place of Business: _____

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

APPENDIX C
BIDDER REFERENCES
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

Please list at least three (3) companies or governmental agencies where the same or similar goods and/or services as contained in this IFB package that were recently provided by Bidder.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

APPENDIX D CONFLICT OF INTEREST QUESTIONNAIRE
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

For Bidder or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For Bidder or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

- B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes ☐ No

- C. Is the filer of the questionnaire affiliated with a Corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

- D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7. Bidder
Name: _____
- Authorized Signature: _____
- Title or Representative Capacity of Signer: _____
- Date: _____, 20____

BIDDER MUST RETURN THIS APPENDIX COMPLETED WITH ITS BID

APPENDIX E BID AFFIDAVIT
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID
(refer to section 3.4 in this IFB)

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say:

"I, _____ (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Bidder*).

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name and Address of Bidder:

Fax: _____

Telephone#: _____

By: _____

Printed Name: _____

Title: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 20_____.

Notary Public in and for
the State of _____

APPENDIX F SIGNATURE PAGE
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID
(refer to section 3.4 of this IFB)

This Bid shall remain in effect for ninety (90) calendar days from Bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The Bidder agrees, if this Bid is accepted, to furnish any and all items upon which prices are offered, at the price and in accordance with the Specifications, Terms and Conditions contained in the IFB, and all other items made a part of this IFB.

The undersigned affirms that he or she is duly authorized to execute this Bid and that by executing this Bid, Bidder understands, acknowledges and agrees that the Bidder's Bid, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Bidder and Williamson County upon Contract Award. Bidder represents to Williamson County that Bidder has not prepared this Bid in collusion with any other Bidder, and that the contents of this Bid as to prices, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this Bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a Bid or not to submit a Bid thereon.

_____ Bidder (Entity Name)	_____ Signature
_____ Street & Mailing Address	_____ Print Name
_____ City, State & Zip	_____ Date Signed
_____ Telephone Number	_____ Fax Number
_____ E-mail Address	

Williamson County Purchasing

Address:

901 S Austin Ave
Georgetown, TX 78626

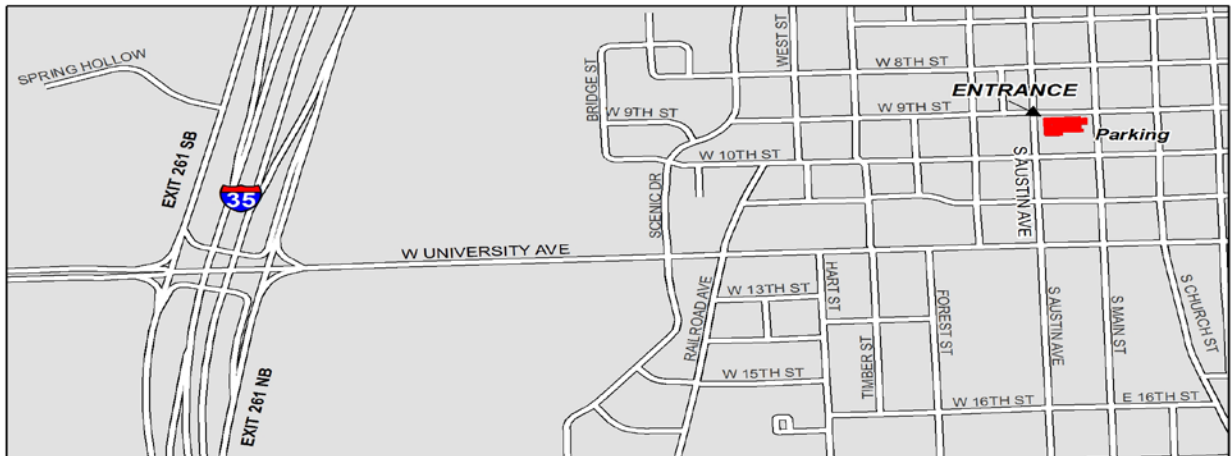
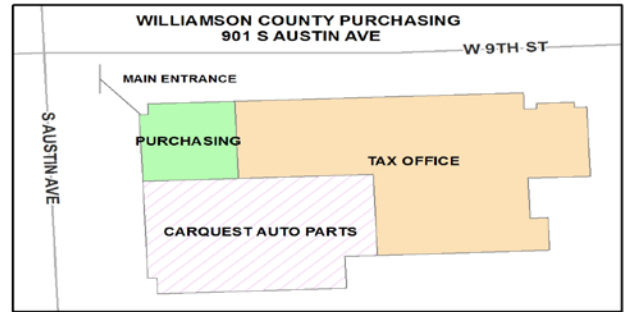
Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound
Exit 261
Take EXIT 261 toward TX-29/Burnet.
Take the 1st right onto W University Ave/TX-29
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

From North (Jarrell, Georgetown)

Take IH-35 Southbound
Exit 261
Turn left onto TX-29/W University Ave
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right



Commissioners Court - Regular Session

36.

Meeting Date: 07/16/2013

Advertise Benefit Broker Consultant RFP

Submitted For: HR

Submitted By:

Connie Singleton, Purchasing

Department: Purchasing

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Consider authorizing advertising and setting date of August 14, 2013 at 3:00 PM in the Purchasing Department to receive formal Proposals (RFP's) for Benefit Broker Consultant, 14RFP00203.

Background

This consultant will assist Williamson County develop long range employee/retirement benefit goals and strategies, acquire third party administrator contracts and competitive bids in regards to all county health benefits.

Attachments

RFP Benefit Broker

Form Review

Inbox

Reviewed By

Date

Purchasing (Originator)

Bob Space

07/11/2013 08:46 AM

County Judge Exec Asst.

Wendy Coco

07/11/2013 03:36 PM

Form Started By: Connie Singleton

Started On: 07/05/2013 01:12 PM

Final Approval Date: 07/11/2013



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 SOUTH AUSTIN AVENUE
GEORGETOWN, TEXAS 78626

<http://wilco-online.org/ebids/bids.aspx>

REQUEST FOR PROPOSAL (RFP)

HEALTH RELATED – BENEFITS BROKER CONSULTANT FOR WILLIAMSON COUNTY

PROPOSAL NUMBER: 14RFP00203

PROPOSALS MUST BE RECEIVED ON OR BEFORE: August 14, 2013 – 3:00 PM

PROPOSALS WILL BE PUBLICLY OPENED: August 14, 2013 – 3:00 PM

PRE-PROPOSAL CONFERENCE:

Wednesday, July 31, 2013 AT 3:00 PM

To be held at:

**Williamson County Human Resources Training Room
301 SE Inner Loop, Ste. 108, Georgetown, TX 78626**

PROPOSAL SUBMISSION

Notice is hereby given that sealed Proposals will be accepted by the Williamson County Purchasing Department for RFP# 14RFP00203. Specifications for this RFP may be obtained from <http://wilco-online.org/ebids/bids.aspx>.

Proposals are to be addressed to the Williamson County Purchasing Agent with the RFP number and RFP name marked on the outside of the envelope. Respondents shall forward **one (1) original, four (4) paper copies and one (1) CD copy** of their Proposal to the address shown below. Late Proposals will be rejected as non-responsive. Proposals will be publicly opened in the Williamson County Purchasing Department at the time and date indicated above. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Respondents and maintains the confidentiality of the Proposals during negotiations. Proposals will be open for public inspection after the Contract Award. Respondents are invited to attend the sealed Proposal opening.

PROPOSAL NAME:	BENEFITS BROKER CONSULTANT
PROPOSAL NO:	14RFP00203
DUE DATE/TIME:	August 14, 2013, ON OR BEFORE 3:00 PM
MAIL OR DELIVER TO:	Williamson County Purchasing Department 901 South Austin Avenue Georgetown, TX 78626

All Respondents interested in submitting a Proposal should attend the Pre-Proposal conference on Wednesday, July 31, 2013 at 3:00 PM at 301 SE Inner Loop Ste. 108, Georgetown Human Resource Training Room. You may also attend this meeting via conference call by emailing your request to Jonathan Harris (joharris@wilco.org), the phone number and a call in code will be provided at your request.

Any questions, clarifications or requests for general information should be directed to the contact listed below:

Assistant Purchasing Agent or successor
Jonathan Harris
901 South Austin Avenue
Georgetown, TX 78626
joharris@wilco.org

Question submittals must be made via email, and are due by 5PM CST on August 5, 2013. 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 and updated on a daily basis to the Williamson County portal, <http://wilco-online.org/ebids/bids.aspx>

It is the Respondent's responsibility to check with the Williamson County Purchasing Department prior to submitting your Proposal to ensure that you have a complete, up-to-date package. The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information. Any addenda and/or other information relevant to the RFP will be posted on the Williamson County vendor portal at the following link:
<http://wilco-online.org/ebids/bids.aspx>

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Response Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this Request for Proposal. No negotiations or modifications to the Proposals received will be allowed.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY
READ THE ENTIRE RFP.**

BENEFITS BROKER CONSULTANT FOR WILLIAMSON COUNTY

PROPOSAL NUMBER: 14RFP00203

There is no expressed or implied obligation for Williamson County (sometimes referred to herein as the "County") to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Williamson County will not reimburse Respondents for these expenses.

All Proposals must be received in the Williamson County Purchasing Department before the opening, which will be on the date and at the time set forth on Page 1. Proposals received after the submittal deadline will be considered void and unacceptable and returned to the Respondent unopened. Williamson County is not responsible for lateness or non-delivery of mail, carrier, etc. The date and time stamp of the Williamson County Purchasing Department shall be the official date and time of receipt.

FACSIMILE AND ELECTRONIC TRANSMITTALS WILL NOT BE ACCEPTED.

The **Respondent's Proposal and all RFP requirements and Submittal Checklist** must be completed prior to submission. Failure to fully complete forms/affidavits and return the documentation required by this RFP may, at Williamson County's sole discretion, render your Proposal null and void. Proposals will be opened and the names of Respondents read aloud in the Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas 78626.

**HOURS FOR THE WILLIAMSON COUNTY PURCHASING DEPARTMENT ARE 8:00 AM – 12:00 PM
AND 1:00 PM – 5:00 PM CENTRAL TIME (PURCHASING DEPARTMENT IS CLOSED DURING
LUNCH FROM 12:00PM – 1:00PM), MONDAY – FRIDAY, EXCLUDING COUNTY HOLIDAYS**

Tentative Schedule of Events

Issuance of RFP	July 16, 2013
Pre-Proposal Meeting	July 31, 2013 3:00 PM
Deadline to Submit Questions	August 5, 2013 5:00 PM
Proposal Submission Deadline (Late Proposals will not be considered)	August 14, 2013
Proposals Distributed to Evaluation Committee	August 15, 2013
Evaluation Committee to Tabulate Scoring and Determines Short List	August 16 – August 20, 2013
Conduct Interviews/Best and Final Offer/Short List (optional)	August 21 2013
Recommendation for Contract Award	September 17, 2013

PRE-PROPOSAL INSPECTION

To the extent necessary and prior to the submittal, Respondents are strongly encouraged to visually inspect and be familiar with all goods and/or services for which they intend to submit a Proposal. If in the Pre-Proposal inspection the Respondent determines any discrepancies, he/she/it should inform the Williamson County Purchasing Department.

1. INTRODUCTION TO RESPONDENTS

This RFP is to receive Proposals from qualified Respondents regarding the goods and/or services which Williamson County seeks to procure under this RFP.

2. DEFINITIONS, TERMS AND CONDITIONS

2.1 DEFINITIONS

- a. "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.
- b. "Agreement" – The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal. Such ensuing Agreement shall contain the Proposal Specifications, Terms and Conditions that are derived from the RFP.
- c. "Contract" – This RFP and the Proposal of the Successful Respondent shall become a contract between the Successful Respondent and Williamson County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the "Commissioners Court").
- d. "Proposal Documents" – The Legal Notice, RFP including attachments, and any Addenda issued by Williamson County prior to the consideration of any Proposals.
- e. "Proposal" – Is a complete, properly signed Proposal submitted in accordance with this RFP which is irrevocable during the specified period for evaluation and acceptance of Proposals.
- f. "Respondent" – A person or entity who submits a Proposal in response to this RFP.
- g. "RFP" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h. "Successful Respondent" – The responsible Respondent who, in Williamson County's sole opinion, submits the Proposal which is in the best interest of Williamson County, taking into account factors identified herein and to whom Williamson County intends to award the Contract.

2.2 TERMS AND CONDITIONS

2.2.1 Venue and Governing Law

Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any ensuing Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any ensuing Agreement is governed by the laws of the United States, this RFP, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

2.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the RFP and its Addenda; and (2) the Respondent's Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the RFP and its Addenda; and (2) the Respondent's Proposal.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between (1) terms and conditions of the ensuing Agreement, (2) the RFP, and its Addenda; and (3) the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) terms

and conditions of the ensuing Agreement and its Addenda, (2) the RFP and its Addenda; and (3) the Respondent's Proposal.

2.23 Ownership of Proposal

Each Proposal shall become the property of Williamson County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

2.2.4 Disqualification of Respondent

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Respondent has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if Williamson County believes that collusion exists among the Respondents.

2.2.5 Funding

County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Respondents understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under the Contract.

2.2.6 Assignment, Successors and Assigns

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties and their respective successors and permitted assigns.

2.2.7 Implied Requirements

Products and services not specifically described or required in the RFP, but which are necessary to provide the functional capabilities described by the Respondent, shall be deemed to be implied and included in the Proposal.

2.2.8 Termination

- a. **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Respondent breaches any of the RFP Specifications, Terms and Conditions, including warranties of Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided herein. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.
- b. **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon thirty (30) calendar day's written notice to Successful Respondent. In the event Williamson County exercises its right to terminate without cause, it is

understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

2.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction. In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

2.2.10 Proprietary Information and Texas Public Information Act

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal 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 Williamson 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 Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson 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 Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2.2.11 Right to Audit

Successful Respondent agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the Contract and/or the ensuing Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Respondent, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Respondent agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Successful Respondent reasonable advance notice of intended audits.

2.2.12 Inspections and Testing

Williamson County reserves the right to inspect and test equipment, supplies, material(s) and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Respondent to be in breach and terminate the Contract and/or any ensuing Agreement(s).

2.2.13 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Williamson County will not reimburse Respondents for such expenses.

2.2.14 INDEMNIFICATION

SUCCESSFUL RESPONDENT SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE RESPONDENT'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL RESPONDENT ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL RESPONDENT FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL RESPONDENT'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

SUCCESSFUL RESPONDENT SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED

BY SUCCESSFUL RESPONDENT IN THE DEFENSE OF EACH MATTER. SUCCESSFUL RESPONDENT'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, RESPONDENT SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF RESPONDENT ARE NOT AT ISSUE IN THE MATTER.

Successful Respondent's indemnification shall cover, and Successful Respondent agrees to indemnify Williamson County, in the event Williamson County is found to have been negligent for having selected Successful Respondent to perform the work described in this request. The provision by Successful Respondent of insurance shall not limit the liability of Successful Respondent under the Contract and/or any ensuing Agreement.

2.2.15 Waiver of Subrogation

Successful Respondent and Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Respondent's performance under this Contract and any ensuing Agreement.

2.2.16 Relationship of the Parties

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give County the right to direct the Successful Respondent as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Respondent shall follow the desires of County in the results of the work only. County shall not retain or have the right to control the Successful Respondent's means, methods or details pertaining to the Successful Respondent's performance of the work. County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of County, and that the Successful Respondent and its employees, agents and sub-contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by County.

2.2.17 Sole Provider

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

2.2.18 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

2.2.19 Severability

If any provision of this RFP, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any ensuing 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 RFP, the Contract or any ensuing 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 RFP, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

2.2.20 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

2.2.21 Notice

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

Williamson County Purchasing Department
Bob Space, Purchasing Agent (or successor)
901 South Austin Avenue
Georgetown, Texas 78626

Respondent:

Address set out in Respondent's Transmittal
Letter

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) calendar day following mailing, whichever occurs first.

2.2.22 Sales and Use Tax Exemption

Williamson County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

2.2.23 Compliance with Laws

Williamson County and Successful Respondent 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 the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

2.2.24 Incorporation of Exhibits, Appendices and Attachments

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein.

2.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson 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.

2.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

2.2.27 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness for which County 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 the Contract and any ensuing 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 affect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

2.2.28 Intentionally Deleted

2.2.29 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

2.2.30 Assignment

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

2.2.31 Intentionally Deleted

2.2.32 General Obligations and Reliance

Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of the services and goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality of the services and/or goods to be provided. Successful Respondent agrees and acknowledges that County is relying on Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of County in accordance with County's requirements and procedures. Successful Respondent's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the Successful Respondent be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

2.2.33 Intentionally Deleted

2.2.34 Contractual Development

The Williamson County Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Respondent must agree to inclusion in an ensuing Agreement of the Proposal Specifications, Terms and Conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer.

2.2.35 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Respondent and County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Respondent and County.

2.2.36 Survivability

All applicable agreements that were entered into between Respondent and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

2.2.37 Intentionally Deleted

2.2.38 Payment

Unless specified otherwise in this RFP or an ensuing Agreement, the following provision shall control the County's method of payment:

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue 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 an error appears in an invoice submitted by Successful Respondent, County shall notify Successful Respondent of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Respondent, Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Successful Respondent 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 Williamson County Auditor's Office, Accounts Payable Department: Donna Baker, (512) 943-1558.

2.2.39 Intentionally Deleted

2.2.40 Contractual Formation and Ensuing Agreement

The RFP and the Respondent's Proposal, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Respondent and Williamson County.

The Successful Respondent shall be required to execute an ensuing Agreement at the Williamson County Purchasing Department within ten (10) calendar days after the Successful Respondent is notified of selection. The ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this RFP. The only anticipated changes in the ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Respondent, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. **Respondents should raise any questions regarding the terms of the Agreement in the form of written questions or**

submittals. Because the signed ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Respondent is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement **before** submitting a Proposal. Again, the attached Agreement contains important legal provisions and is considered part and parcel of this RFP. Failure or refusal to sign aforesaid Agreement shall be grounds for Williamson County to revoke any selection of a Respondent, forfeit any security, if applicable, and select another Respondent.

2.2.41 Initial Contract Term

The Successful Respondent shall provide the goods and/or services described herein for an initial term of twelve (12) months, beginning October 1, 2013 and ending September 30, 2014.

2.2.42 Contract Extensions

The Williamson County 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. If approved, 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. 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 Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Successful Respondent may elect to terminate this Contract, with no additional liability to the County. The County and the Successful Respondent agree that termination shall be the Successful Respondent's sole remedy under this circumstance.

2.2.43 Intentionally Deleted

2.2.44 Insurance Requirements

By signing its Proposal, the Successful Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Successful Respondent's cost, insurance in accordance with this provision.

Successful Respondent will be required to submit Certificates of Insurance **prior to being awarded the Contract**.

All certificates of insurance coverage as specified below must be provided to the following individual:

- Williamson County Purchasing Department
- 901 South Austin Avenue
- Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Respondent and County.

The following coverage limits shall be required at a minimum:

- | | |
|---------------------------|------------------------|
| A. Worker's Compensation | Statutory – Texas Law |
| B. Employer's Liability: | |
| Bodily Injury by Accident | \$500,000 Ea. Accident |
| Bodily Injury by Disease | \$500,000 Ea. Employee |

Bodily Injury by Disease \$500,000 Policy Limit

- C. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$1,000,000	

- D. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits:	No aggregate limit	

- E. Umbrella Coverage: \$1,000,000

Successful Respondent's property will not be covered by any insurance that may be carried by Williamson County. Successful Respondent assumes the risk of loss on its contents and property that are situated on/in/around Williamson County property. The Successful Respondent is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Respondent.

The deductible for an insurance policy required hereunder shall not exceed \$100,000. **Williamson County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Respondent shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Respondent shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of 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. Successful Respondent shall furnish County with a certificate of coverage issued by the insurer. Successful Respondent 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) CALENDAR 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 agreed to and hereby acknowledged by the Successful Respondent, that no provision of this Contract or any ensuing Agreement shall be construed to require the County 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 hereunder 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 Contract or any ensuing Agreement.

2.2.45 Intentionally Deleted

2.2.46 Intentionally Deleted

3. INSTRUCTIONS AND GENERAL REQUIREMENTS

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the **Proposal Specifications, Addenda issued as a part of this RFP and Modifications issued as a part of this RFP**. Be sure your Proposal package is complete.

3.1 Ambiguity, Conflict, or other Errors in the RFP

If Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, Respondent shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Respondent fails to notify Williamson County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to Respondent, or an error or ambiguity that reasonably should have been known to Respondent, then Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

3.2 Notification of Most Current Address

Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Proposals.

3.3 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County.

3.4 Signature of Respondent

A Transmittal Letter, which shall be considered an integral part of the Proposal, shall be signed by an individual who is authorized to bind the Respondent contractually.

If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department with the Proposal.

3.5 Assumed Business Name

If the Respondent operates business under an Assumed Business Name, the Respondent must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same **prior to being recommended for award of the contract.**

3.6 Economy of Presentation

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of Williamson County, rejected and not considered.

3.7 Proposal Obligation

The contents of the RFP, Proposal and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing agreement.

3.8 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable Proposals. Failure to comply with all provisions of the RFP may, at the sole discretion of Williamson County, result in disqualification.

3.9 Evaluation

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect Williamson County's judgment as to the appropriateness of an award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent's Proposal, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source. Williamson County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Williamson County.

3.10 Withdrawal of Proposal

The Respondent may withdraw its Proposal by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing

Department any time prior to the submission deadline. The Respondent may thereafter submit a new Proposal prior to the deadline. Modification or withdrawal of the Proposal in any manner will not be considered if submitted after the deadline.

3.11 Responsibility

It is expected that a Respondent will be able to affirmatively demonstrate Respondent's responsibility. A Respondent 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; and
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine Respondent's ability to meet these minimum standards listed above.

3.12 Intentionally Deleted

3.13 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.14 Silence of Specifications

The apparent silence of any RFP 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.

3.15 References

Williamson County requires Respondent to supply a list of references of at least 3 current clients and 3 former clients who terminated their services with your firm in the past 3 years.. The name of firm, address, phone number and name of a representative to contact must be provided.
(Appendix C of RFP)

3.16 Negotiations

The Williamson County Purchasing Agent shall supervise all negotiations. Negotiations may be conducted with Respondents who submit Proposals determined to be reasonably subject to being selected for award.

Revisions to Proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

Respondents may be required to submit additional data during the process of any negotiations.

The County reserves the right to negotiate the price and any other terms with the Respondents.

Verbal negotiations must be confirmed in writing prior to award.

4. RESPONSE FORMAT AND SUBMISSION

4.1 Introduction

Each Proposal submitted in response to this RFP must clearly reference those numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow Williamson County staff to efficiently evaluate all submitted Proposals, Williamson County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. Please limit additional, non-requested information.

Please provide your Proposal response using:

- 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
- The least amount of plastic/laminate or other non-recyclable binding materials
- Single-sided printing

Vague and general Proposals will be considered non-responsive, and may, at County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

4.2 Organization of Proposal Contents and Table of Contents

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the Proposal. Additionally, the table of contents should clearly identify and denote the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

- a. Transmittal Letter (**Appendix A** of RFP)
- b. Table of Contents
- c. Executive Summary
- d. Respondents Proposal and Answers to RFP Questions
- e. Price Sheets forms (**Appendix B** of RFP)
- f. References: Identification of references of at least 3 current clients and 3 former clients who terminated their services with your firm in the past 3 years., including the name, position, and telephone number of a contact person at each entity (**Appendix C** of RFP)
- g. Conflict of Interest Questionnaire (**Appendix D** of RFP)
- h. Proposal Affidavit and Addenda Acknowledgement (**Appendix E** of RFP)
- i. Signature Page (**Appendix F** of RFP)

4.3 Transmittal Letter

The Respondent must submit a Transmittal Letter that provides the following:

1. Name and address of individual or business entity submitting the Proposal;
2. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.);
3. Place of incorporation or organization, if applicable;
4. Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP;

5. Name, address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP;
6. The Respondent's Federal Employer Identification Number;
7. If the Proposal 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 Respondent is encouraged to provide information in narrative form indicating the anticipated air quality impact.
8. A commitment by the Respondent to provide the services required by Williamson County;
9. A statement that the Proposal is valid for ninety (90) calendar days from the deadline for submittal of Proposals to Williamson County (Any Proposal containing a term of less than ninety (90) calendar days for acceptance, may at Williamson County's sole discretion, be rejected as non-responsive.);

The Transmittal Letter must be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

4.4 Executive Summary

The Respondent must provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary must represent a full and concise summary of the contents of the Proposal

The Executive Summary must not include any information concerning the cost of the Proposal.

The Respondent must identify any services and/or goods that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences must be noted in the Executive Summary. However, the Respondent must realize that failure to provide the services specifically required may, at Williamson County's sole discretion, result in disqualification of the Proposal.

The Respondent also must indicate why it believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience in and understanding required in order to carry out the intent of this project. The Respondent must describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key contacts and a telephone number. The Respondent must briefly state why it believes its proposed services and/or goods best meet Williamson County's needs and RFP requirements, and the Respondent also must concisely describe any additional features, aspects, or advantages of its services and/or goods in any relevant area not covered elsewhere in its Proposal.

4.5 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 amended.

As of January 1, 2006, Respondents are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the Williamson County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement. The Conflict of Interest Statement is attached as an appendix to this RFP and must be completed, signed, and submitted with your Proposal.

4.6 Ethics

The Respondent 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.

4.7 Proposal Submittal

The Proposal is due no later than the submittal date and time set forth on Page 1 of this RFP, and must include each item identified on the Proposal Submittal Checklist page of this RFP.

4.8 Delivery of Proposals

All Proposals are to be delivered on or before the submittal deadline, as noted on Page 1 of this RFP, to:

Williamson County Purchasing Department
Attn: Benefit Broker Consultant 14RFP00203
901 South Austin Avenue
Georgetown, Texas 78626

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.

Respondent should submit one **(1) original, four (4) paper copies and one (1) CD copy** of the Proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

Respondents should list the Proposal Number on the outside of the box or envelope and note "Sealed Proposal Enclosed."

FAILURE BY RESPONDENT TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS PROPOSAL.

5. PROPOSAL SPECIFICATIONS

5.1 General Information

In 1989, Williamson County began utilizing a self-insured fund and a third party administrator to provide health insurance benefits for its employees. These health insurance benefits were provided at no cost to the employees until November of 1993.

Medical, Dental, and Vision coverage is available through the Williamson County Benefits Plan, which is funded partly by Williamson County and partly by participating eligible employees. Eligible employees are covered by group life and AD&D insurance at no cost to the employee. Additional plans for employee-paid supplemental life insurance, accidental death and dismemberment insurance, and long term disability (LTD) are also available.

Medical/Dental/Vision

Employees currently have three (3) medical plan options, two (2) dental plan options and one (1) vision plan option. Each has four (4) coverage tiers and differing premiums.

Wellness Program

The County offers (1) Wellness Program option. Participation in the program is strictly voluntary.

Group Life, AD&D and Dependent Life

Group Life, AD&D and Dependent Life is provided by Williamson County at no cost to the employee. Levels of coverage are shown below.

Employee Life / AD&D	Spouse Life Only	Child Life Only	Retiree Life Only
\$10,000	\$5,000	\$2,000	\$5,000

HIPAA “Opt-Out” provisions

The Williamson County Benefits Committee elected to “opt-out” of all the optional HIPAA provisions available to non-federal governmental self-insured funds for the current plan year and voluntarily complies with granting creditable coverage for pre-existing conditions.

COBRA Administration

Williamson County currently has approximately 10 COBRA participant families with varying levels of coverage in the medical plans.

Flex Plan Administration

Williamson County has approximately 300 participants in the Medical and/or Dependent Care Flexible Spending Accounts.

Employee Population

Williamson County currently has approximately 1500 employees who are all eligible for the Benefits Program offered by the County.

Retiree Medical/Dental/Vision

Williamson County retirees are eligible to continue their current Medical, Dental, and Vision benefits. Retiree premiums are based on years of service with Williamson County.

Williamson County implemented a post 65 Medicare plan for retirees.

Current Health Plan Provider Information

Plan	Administrator
Medical	Allegiance
Network Provider	Cigna
Dental	Allegiance
Network Provider	Connections
Vision	Allegiance
Flexible Spending	Allegiance
COBRA/HIPAA	Allegiance
Prescription Benefit Manager	CVS Caremark
Group Life, Voluntary Life, LTD, AD&D	Cigna
Aggregate Stop Loss	Fidelity

5.2 Scope of Services

The Successful Respondent shall provide the following brokering services of the acquisition/procurement of health and welfare benefits and the following consulting services:

- Develop long range employee/retiree benefit goals and strategies to meet the needs and objectives of Williamson County.
- Work in coordination with Williamson County's Human Resources, Purchasing and Legal staff to acquire third party administrator contracts during the RFP process and/or at any time during the contract period and assure that the County's best interests are protected and vendor performance guaranteed.
- Assist in the soliciting of competitive bids from benefit plan vendor markets that specialize in group benefit plans and evaluate vendor proposals and provide a written assessment based on Williamson County's selection criteria and timeframe. The written assessment must also include transition impacts, if applicable.

- Assist Williamson County in negotiations with vendors to obtain the best possible values for the services described in this RFP, to include negotiating all insurance renewals. Evaluate vendor's proposed contract to ensure appropriate compliance and liability.
- Participate in the development, negotiation and implementation with health benefit providers and administrators on matters such as, but not limited to, premium rates, service, benefit levels, plan design, special terms and conditions, etc, and negotiate changes and additions to contracts.
- Provide monthly and annual reports to Williamson County. Reports must illustrate individual claims and total claims, attachment points, surplus/deficit, and enrollment data.
- Attend periodic management, Benefit Committee and employee meetings to facilitate and assist in the management of the County's health benefit plans and programs.

Benefit Program Design

- Provide benefits information to enable Williamson County to make effective decisions in developing an overall Employee Benefits Program that is comprehensive and meets established objectives with respect to cost and competitiveness with the goal of attracting and retaining employees.
- Assist in the administration, design, and implementation of new and existing benefit programs, and analyze the effectiveness of programs and offer creative solutions to problems.
- Analyze claim experience/financial development for all benefit programs and provide benefits plan benchmarking, market analysis and best practices analysis.
- Recommend specific alternative benefit plan designs, delivery systems, funding and communication methods as dictated by environmental/regulatory changes and emerging technologies.
- Provide financial reports that support recommendations to include financial analysis and actuarial projections.
- Assist Williamson County to strategically anticipate and implement any options developed to reduce future market trends.

Plan Performance and Reporting

- Analyze claim experience/financial development for all benefit programs.
- Track and report progress of benefit plans on a quarterly basis, coordinating with benefit providers to obtain relevant performance data.
- Provide analysis of benefit plan performance, e.g. Health Care Plan – Premiums vs. Claims.
- Identify key cost drivers of medical plan and provide solutions to reduce cost impact.

- Provide cost projections based on financial performance of plan for forecasting and budgeting, cash flow analysis and estimates of renewal rates.
- Identify excessive or problematic utilization patterns and assist in developing a strategy to reduce the impact of these costs.
- Provide an annual review and summary of employee/retiree benefits including analysis of the quality of benefits provided, cost effectiveness, competitiveness and recommendations.
- Provide monthly and annual reports to Williamson County. Reports must illustrate individual claims and total claims, attachment points, surplus/deficit, and enrollment data.
- Attend periodic management, Benefit Committee and employee meetings to facilitate and assist in the management of the County's health benefit plans and programs.

Regulatory Compliance

- Review the Benefits Program on a continuous basis to ensure that the Plans are in compliance with government regulations and mandates.
- Provide consultation and guidance with respect to all aspects of Healthcare Reform legislation and compliance.

Vendor Performance and Reporting

- Advise on a continuing basis and in a timely manner any and all significant matters and developments regarding the progress of vendor service issues.
- Regularly monitor and evaluate performance measures and guarantees for providers.
- Enforce established vendor performance guarantees.
- Resolve vendor performance concerns.

Claims Audits

- Perform period vendor claims audits to ensure payment accuracy, reduce administrator errors and claim oversights.

Open Enrollment

- Provide open enrollment support, including, but not limited to, assisting with the development of open enrollment materials and coordinate and participate in open enrollment meetings as reasonably requested.

Customer Service Center

- Available Monday through Friday during regular business hours to provide day to day consultation, research and responses on matters such as, but not limited to, plan interpretation, claims, billing and other matters that may arise during the normal course of business for Williamson County employees and dependents.
- Provides call documentation, resolution and has a reporting system.

Communications

- Assist in the development, preparation, and review of Williamson County's benefits program communications materials to include benefit plan documents, newsletters, booklets, SPD's and all other communication for accuracy, content and compliance.
- Advise and assist Williamson County annually, during open enrollment and as regulatory changes occur on all benefit plan communications.
- Assist Williamson County in developing a comprehensive Benefit Plan communication infrastructure utilizing existing and emerging technologies encompassing communication between Williamson County and vendors, Williamson County and employees and Employee Self Service (ESS).

Wellness, Disease Management and Preventative Care Programs

- Implement programs to address chronic conditions.
- Implement wellness programs to proactively increase health awareness and behavior modification.

5.3 Additional Requirements

5.3.1 Related Experience and References:

The County requires the Successful Respondent to have prior experience in all aspects of the services described in this RFP for customers similar to or with relevance in the size, complexity and scope of this RFP. In addition, this section should discuss the staff who would be assigned to service the County's account.

a. Identify the key personnel from your firm who would be assigned to this project. Include a brief description of their qualifications, background, experience and current job functions (including other accounts to which they are committed).

b. Describe your firm's experience as it pertains to providing products and services similar in size, complexity and scope to those required under this RFP.

c. Provide references of at least 3 current clients and 3 former clients who terminated their services with your firm in the past 3 years. For each reference include:

1. Number of employees
2. Number/type of plans serviced
3. Length of servicing relationship with your firm
4. Reason for termination (if applicable)
5. Contact name, title and phone number.

5.3.2 Minimum Qualifications:

Respondents responding to this RFP must:

- a. Be affiliated with a legal business authorized to do business in the State of Texas. All required permits and licenses must be in full force at the time Respondent's Proposal is submitted.
- b. Have key personnel who have at least ten (10) years of experience providing employee benefits consulting to employer groups with at least 1,500 employees and at least five (5) of those years providing these services to public entities in the State of Texas.
- c. Have public sector clients that provide self-funded health insurance programs with annual claims experience in excess of \$10 Million dollars.
- d. The County requires the Successful Respondent to have prior experience in all aspects of the services described in this RFP for customers similar to or with relevance in the size, complexity and scope of this RFP. In addition, this section should discuss the staff who would be assigned to service the County's account.

5.3.3 Questionnaire

Account Services/Communication

- a. What is your service philosophy? How does your firm measure service quality?
- b. What is your process for ensuring customer satisfaction?
- c. Identify the team members who will be assigned to perform services for Williamson County. Please include brief biographies highlighting roles and responsibilities, consulting experience and qualifications.
- d. Does your firm have a customer service center for employee questions as a standard service?
- e. What are your hours of service and methods of communication (phone/toll-free, e-mail, etc.) as well as response time for returning phone calls and resolving issues?

- f. Does your firm have the ability to provide call documentation and a call reporting system?
- g. Does your firm assist in resolving claim issues and appeals? If yes, please explain your process and the extent of your involvement.
- h. What is the turnover rate of the employees that perform the bulk of the problem-solving administration within your organization?
- i. What kind of training (industry, internal, computer, other) does your staff receive?
- j. Describe an effective open enrollment communication plan. How does this information get to our employees and their dependents? Is packet fulfillment included in standard services? Describe your customary role during open enrollment.

6. CONTRACT ADMINISTRATION

Lisa R. Zirkle, (or successor) SPHR/CCP, Director of Human Resources, 301 South/East Inner Loop, Georgetown, TX 78626 shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing Agreement , such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Respondent.

7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 Introduction

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal must be submitted.

7.2 Price Proposal

The Respondent must utilize the form provided in the Appendix below in its submission of a Price Proposal in response to this RFP. The Price Proposal must be included in each copy of the Proposal. Any reworked version of the Appendix that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, at Williamson County's sole discretion, result in the Respondent's disqualification.

7.3 Proposal Evaluation and Selection

7.3.1 Evaluation/Selection Criteria

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to Williamson County, and further helps Williamson County in receiving the services listed in the RFP.

7.3.2 Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria and any further scoring that may be conducted based upon Respondent's presentation during the interview process:

Evaluation Criteria and Points

1. Responsiveness of the proposal to the submission requirements. - 10%
2. The experience, professional credentials and references of person(s) who will be servicing Williamson County account. -20%
3. The technical ability, capacity, financial viability and flexibility of the bidder to perform the contract in a timely manner and on budget, as verified by client references and demonstrated success in projects with similar requirements. - 25%
4. Proposed approach and plan to support Williamson County and comprehensiveness of services. -20%
5. Cost Proposal - 25%



FAILURE BY RESPONDENT TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS PROPOSAL.

PROVIDE ALL REQUIRED SIGNATURES BY AUTHORIZED REPRESENTATIVES, ALL REQUIRED DOCUMENTS AND USE ONLY REQUIRED FORMS IN THIS RFP TO ENSURE CONSIDERATION OF YOUR PROPOSAL.

USE PROPOSAL SUBMITTAL CHECKLIST PROVIDED TO ENSURE ALL REQUIREMENTS HAVE BEEN MET.

Proposal Submittal Checklist
RESPONDENT SHOULD COMPLETE AND RETURN THIS
“PROPOSAL SUBMITTAL CHECKLIST” WITH YOUR PROPOSAL.

The Respondent's attention is especially called to the items listed below (**return pages marked with red border**), which should be submitted in full as part of Respondent's Proposal. Failure to submit any of the documents listed below as a part of your Proposal, or failure to acknowledge any Addendum in writing with your Proposal, or submitting a Proposal on any condition, limitation, or provision not officially invited in this RFP may serve, at Williamson County's sole discretion, as cause for rejection of the Proposal. The County reserves the right to request that any Respondent clarify its Proposal or to supply any additional material deemed necessary to assist in the evaluation of the Proposal.

Respondent should check each box below indicating compliance.

- ☐ Transmittal Letter (**Appendix A**)
- ☐ Table of Contents of the Proposal
- ☐ Executive Summary of Respondent's Proposal
- ☐ Respondent's Proposal and Answers to RFP Questions
- ☐ Price Sheets form (**Appendix B**)
- ☐ References: Identification of three (3) current references and three (3) references that were terminated for which the Respondent is providing or has provided the services and/or goods of the type requested, including the name, position, and telephone number of a contact person at each entity (**Appendix C**)
- ☐ Conflict of Interest Questionnaire (**Appendix D**)
- ☐ Proposal Affidavit (**Appendix E**)
- ☐ Signature Page (**Appendix F**)
- ☐ File copy of **Assumed Name Certificate** <https://deed.wilco.org/RealEstate/searchentry.aspx?cabinet=opr>
If Respondent is operating under an assumed business name, a file marked copy of the Assumed Name Certificate that has been filed with the Williamson County Clerk.
- ☐ One **(1) original, four (4) paper copies and one (1) CD copy** of the Proposal should be mailed to or delivered on or before the Proposal submittal deadline, to the Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, TX 78626.

RESPONDENT MUST RETURN AND SIGN THIS PAGE WITH ITS PROPOSAL

Company

Telephone Number

Address

Email Address

Authorized Representative (Please print)

Title

Authorized Signature

Date

APPENDIX A
TRANSMITTAL LETTER
(Refer to section 4.3 of this RFP)

(a) Name of Business or Individual Submitting Proposal

Address

City

State

ZIP

(b) Type of Business entity (Corporation, General Partnership, Limited Partnership, LLC, etc.)

(c) Place of Incorporation or Organization (if applicable)

(d) Name and location of major offices/other facilities related to Respondent's performance under the terms of this RFP:

_____	_____
_____	_____
_____	_____
_____	_____

(e) Name/address/business/fax/email of Respondent's **principal contact person** regarding all contractual matters relating to this RFP:

Contact Name

Title

Address

City

State

Zip

Business Phone

Email Address

(f) Respondent's Federal ID Number

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

APPENDIX A (CONTINUED)
TRANSMITTAL LETTER
(Refer to section 4.3 of this RFP)
Benefits Broker Consultant
14RFP00203

(g) **Complete if applicable:** If Proposal being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal or voluntary air quality standard), and then Respondent is encouraged to provide information in narrative form indicating the anticipated air quality impact:

(h) I hereby commit to provide the services/products required by Williamson County in this Proposal.

(i) I further commit that this Proposal is valid for ninety (90) calendar days from the deadline for submittal of Proposal to Williamson County.

Print Name

Title

Authorized Signature

This Transmittal Letter must be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and Proposal (refer to section 3.4 of this RFP). In the case of a joint Proposal, each party must sign the Transmittal Letter.

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED

**APPENDIX B
PRICE SHEET
Benefits Broker Consultant
14RFP00203**

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

The undersigned Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

Respondent's Company Name: _____

Total Amount Proposal _____
WRITTEN AMOUNT

NUMERICAL AMOUNT

Identify any split commission or joint marketing arrangements with other agents, brokers, firms or associations. Provide complete disclosure of any and all fees/commissions/contingent commissions/overrides/bonuses obtained in connection with the County's account.

The County reserves the right to review and/or audit any records of the selected broker related to commissions, fees, etc. related to the County's account.

**APPENDIX B - CONTINUED
PRICE SHEET
Benefits Broker Consultant
14RFP00203**

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

The undersigned hereby certifies that he or she has read the terms of this RFP and understands that Williamson County reserves the right to waive any informality in or to reject any or all Proposals.

Respondent
Name: _____

Address: _____

Telephone: _____ Email: _____

Contact Name (please print): _____

Title or Representative Capacity of Signer: _____

State of Incorporation/Organization or Primary Place of Business: _____

Company Name:	
Authorized Signature:	
Title:	

APPENDIX C BIDDER REFERENCES
THIS FORM MUST BE COMPLETED AND RETURNED WITH BID

List three **(3) current clients** where the same or similar services as contained in this RFP package, which were provided by Respondent.

Reference 1

Client Name: _____ Location: _____
City or County

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Number Employees: _____ Contract Value: \$ _____ Length of Service: _____

Number/Type of Plans Serviced: _____

Reference 2

Client Name: _____ Location: _____
City or County

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Number Employees: _____ Contract Value: \$ _____ Length of Service: _____

Number/Type of Plans Serviced: _____

Reference 3

Client Name: _____ Location: _____
City or County

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Number Employees: _____ Contract Value: \$ _____ Length of Service: _____

Number/Type of Plans Serviced: _____

APPENDIX C RESPONDENT REFERENCES-CONTINUED

List three (3) former clients who terminated their services with your firm in the last 3 years where the same or similar services as contained in this RFP package, that were recently provided by Respondent.

Reference 1

Client Name: _____ Location: _____
City or County

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Number Employees: _____ Contract Value: \$ _____ Length of Service: _____

Reason for Termination: _____

Number/Type of Plans Serviced: _____

Reference 2

Client Name: _____ Location: _____
City or County

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Number Employees: _____ Contract Value: \$ _____ Length of Service: _____

Reason for Termination: _____

Number/Type of Plans Serviced: _____

Reference 3

Client Name: _____ Location: _____
City or County

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Number Employees: _____ Contract Value: \$ _____ Length of Service: _____

Reason for Termination: _____

Number/Type of Plans Serviced: _____

APPENDIX D
CONFLICT OF INTEREST QUESTIONNAIRE
BENEFITS BROKER CONSULTANT 14RFP00203
THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

For Respondent or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p>
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

APPENDIX D
BENEFITS BROKER CONSULTANT 14RFP00203
CONFLICT OF INTEREST QUESTIONNAIRE - CONTINUED
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For Respondent or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

- B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes ☐ No

- C. Is the filer of the questionnaire affiliated with a Corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

- D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

Respondent
Name: _____

Authorized Signature: _____

Title or Representative Capacity of Signer: _____

Date: _____, 20____

APPENDIX E
BENEFITS BROKER CONSULTANT 14RFP00203
PROPOSAL AFFIDAVIT/ACKNOWLEDGMENT OF ADDENDA

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

ACKNOWLEDGMENT OF ADDENDA

**RESPONDENT HEREBY ACKNOWLEDGES RECEIPT OF ALL ADDENDA THROUGH AND INCLUDING:
INITIAL AND ACKNOWLEDGE # OF ADDENDA IN BLANK**

ADDENDUM # _____ ADDENDUM # _____ ADDENDUM # _____ ADDENDUM # _____

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price negotiated, and upon the conditions contained in the RFP.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say:

"I, _____ (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Respondent*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Respondent*).

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to submit a proposal or not to submit a Proposal thereon."

Name and Address of Respondent:

Fax: _____ Telephone#: _____

By: _____ Printed Name: _____

Title: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 20____.

Notary Public in and for

APPENDIX F
SIGNATURE PAGE
BENEFITS BROKER CONSULTANT 14RFP00203

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

This Proposal shall remain in effect for ninety (90) calendar days from Proposal opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The Respondent agrees, if this Proposal is accepted, to furnish any and all items upon which prices are offered, in accordance with the Specifications, Terms and Conditions contained in the RFP, and all other items made a part of this RFP.

The undersigned affirms that he or she is duly authorized to execute this Proposal and that by executing this Proposal, Respondent understands, acknowledges and agrees that the Respondent's Proposal, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Respondent and Williamson County upon selection. Respondent represents to Williamson County that Respondent has not prepared this Proposal in collusion with any other Respondent, and that the contents of this Proposal as to prices, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other Respondent or to any other person(s) engaged in this type of business prior to the official opening of this Proposal. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a Proposal or not to submit a Proposal thereon.

Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Williamson County Purchasing

Address:

NEW ADDRESS!

901 S Austin Ave
Georgetown, TX 78626

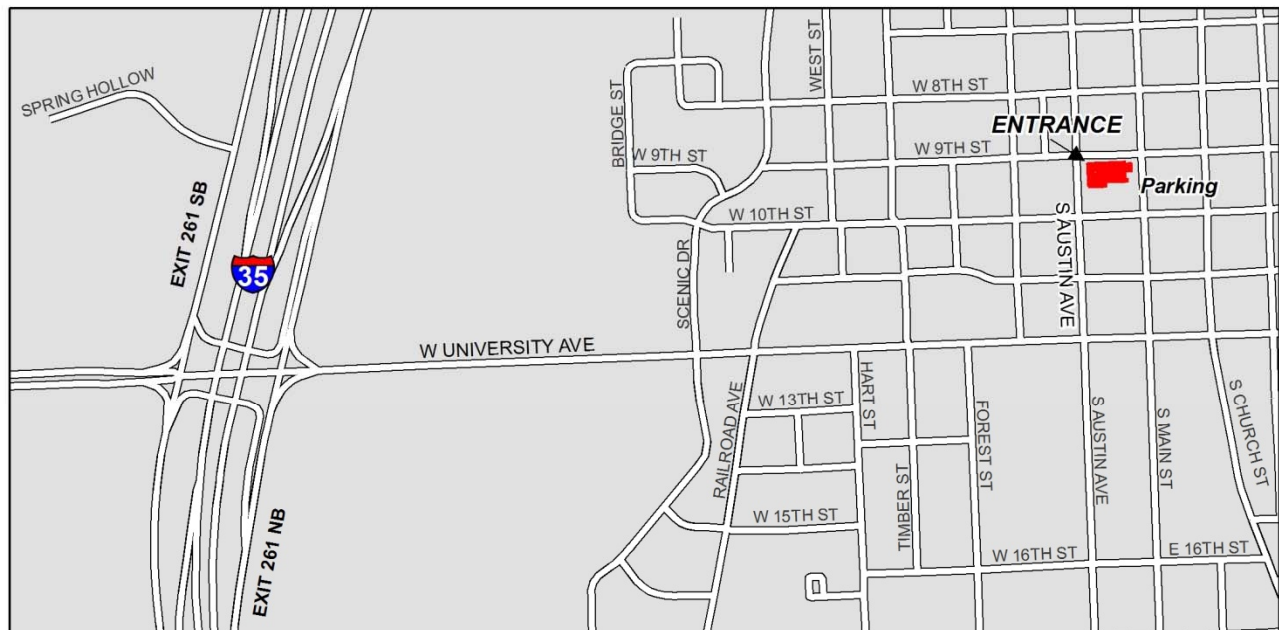
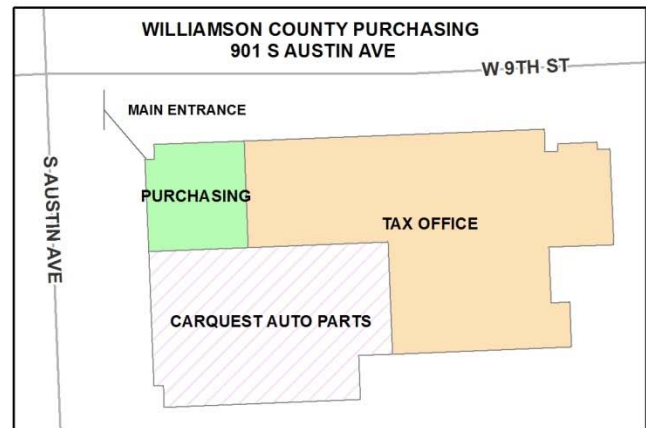
Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound
Exit 261
Take EXIT 261 toward TX-29/Burnet.
Take the 1st right onto W University Ave/TX-29
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

From North (Jarrell, Georgetown)

Take IH-35 Southbound
Exit 261
Turn left onto TX-29/W University Ave
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right



**FORM OF ENSUING AGREEMENT – TO BE COMPLETED AND
EXECUTED FOLLOWING AWARD – PLEASE DO NOT SIGN AND
RETURN**

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (the "County") AND [REDACTED] (the "Consultant") for the provision of consultant services to County in relation to its Employee Health Benefit Plan.

Article I - Recitals

Section 1.01 - Parties

- A. County provides life, medical, dental, wellness, workers' compensation, and other related insurance or benefit coverage for their employees.
- B. Consultant is a consulting company doing business at [REDACTED], [REDACTED], [REDACTED].
- C. County desires to engage the services of the Consultant to perform the duties and functions set forth in this Agreement, and the Consultant desires to perform such duties for County, on the terms and conditions set forth herein.

Section 1.02 - Purpose

The parties enter into this Agreement in order to provide a full statement of their respective responsibilities. Except as otherwise set forth herein, this Agreement supersedes any and all other understandings or agreements between the parties, either oral or in writing, with respect to the subject matter hereof; any understanding, agreement, statement, or promise relating to the subject matter hereof that is not contained in this Agreement or an addendum hereto shall not be valid or binding.

Article II - Rights and Obligations of Parties

Section 2.01 - Consultant

County seeks to retain the Consultant as its advisor with respect to the matters specified in Section 2.06 of this Agreement.

Section 2.02 - Independent Contractor

The Consultant is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which the Consultant performs the services required of him

by the terms of this Agreement. Nothing herein, contained shall be construed as creating the relationship of employer and employee, or principal and agent, between County and the Consultant or any of the Consultant's agents or employees.

Section 2.03 - Competition

So long as this Agreement remains in effect, the Consultant shall not, without the consent of County, accept any employment by, make financial investment in, become actively interested in, take part in the affairs of, or give advice and counsel to, any life, health, or accident insurance company that does any business with County.

Section 2.04 - Outside Services

The Consultant may engage in, and be separately compensated for, any business or activity, so long as the service, investment, or activity does not violate the provisions of Section 2.03 of this Agreement or interfere with the services required to be provided by the Consultant to County under the terms of this Agreement.

Section 2.05 - Compensation

The Consultant shall be paid by County for consulting services provided under this Agreement. During the term of this Agreement, the Consultant's fee for performing all services described under Section 2.06 below shall be [REDACTED] AND NO/100 DOLLARS (\$ [REDACTED]) per month. The Consultant shall invoice the County each month and the County shall pay such invoices as set forth herein below (See Section 4.17 - Payment, Interest and Late Payments).

Section 2.06 - Duties of Consultant

The Consultant agrees to provide the following services:

A. Brokering Services

1. Develop long range employee/retiree benefit goals and strategies to meet the needs and objectives of County.
2. Work in coordination with County's Human Resources, Purchasing and Legal Staff to acquire third party administrator contracts during the RFP process and/or at any time during the term of this Agreement and ensure that the County's best interests are protected and vendor performance is guaranteed.
3. Assist in the soliciting of competitive bids from benefit plan vendor markets that specialize in group benefit plans and evaluate vendor bids/proposals and provide a written assessment based on County's selection criteria and timeframe. The written assessment must also include transition impacts, if applicable.
4. Assist County in negotiations with vendors to obtain the best possible values for the services described in this Agreement, to include negotiating all insurance renewals.
5. Evaluate vendor's proposed contracts to ensure appropriate compliance and liability.

6. Participate in the development, negotiation and implementation with health benefit providers and administrators on matters such as, but not limited to, premium rates, service, benefit levels, plan design, special terms and conditions, etc, and negotiate changes and additions to contracts.

B. Benefit Program Design

1. Provide benefits information to enable County to make effective decisions in developing an overall Employee Benefits Program that is comprehensive and meets established objectives with respect to cost and competitiveness with the goal of attracting and retaining employees.
2. Assist in the administration, design and implementation of new and existing benefit programs, and analyze the effectiveness of programs and offer creative solutions to problems.
3. Analyze claim experience/financial development for all benefit programs and provide benefits plan benchmarking, market analysis and best practices analysis.
4. Recommend specific alternative benefit plan designs, delivery systems, funding and communication methods as dictated by environmental/regulatory changes and emerging technologies.
5. Provide financial reports that support recommendations to include financial analysis and actuarial projections.
6. Assist County to strategically anticipate and implement any options developed to reduce future market trends.

C. Plan Performance and Reporting

1. Analyze claim experience/financial development for all benefit programs.
2. Track and report progress of benefit plans on a quarterly basis, coordinating with benefit providers to obtain relevant performance data.
3. Provide analysis of benefit plan performance, e.g. Health Care Plan – Premiums vs. Claims.
4. Identify key cost drivers of medical plan and provide solutions to reduce cost impact.
5. Provide cost projections based on financial performance of plan for forecasting and budgeting, cash flow analysis and estimates of renewal rates.
6. Identify excessive or problematic utilization patterns and assist in developing a strategy to reduce the impact of these costs.
7. Provide an annual review and summary of employee/retiree benefits including analysis of the quality of benefits provided, cost effectiveness, competitiveness and recommendations.

D. Regulatory Compliance

1. Review the Benefits Program on a continuous basis to ensure that the Plans are in compliance with government regulations and mandates.
2. Provide consultation and guidance with respect to all aspects of Healthcare Reform legislation and compliance.

E. Vendor Performance and Reporting

1. Provide monthly and annual reports to County. Reports must illustrate individual claims and total claims, attachment points, surplus/deficit and enrollment data.
2. Attend periodic management, Benefit Committee and employee meetings to facilitate and assist in the management of the County's health benefit plans and programs.
3. Advise on a continuing basis and in a timely manner any and all significant matters and developments regarding the progress of vendor service issues.
4. Regularly monitor and evaluate performance measures and guarantees for providers.
5. Enforce established vendor performance guarantees.
6. Resolve vendor performance concerns.

F. Claims Audits

1. Perform period vendor claims audits to ensure payment accuracy, reduce administrator errors and claim oversights.

G. Open Enrollment

1. Provide open enrollment support, including, but not limited to, assisting with the development of open enrollment materials and coordinate and participate in open enrollment meetings as reasonably requested.

H. Customer Service Center

1. Be available Monday through Friday during regular business hours to provide day to day consultation, research and responses on matters such as, but not limited to, plan interpretation, claims, billing and other matters that may arise during the normal course of business for County employees and dependents.
2. Provide call documentation, resolution and a reporting system.

I. Communications

1. Assist in the development, preparation, and review of County's benefits program communications materials to include benefit plan documents, newsletters, booklets, SPD's and all other communication for accuracy, content and compliance.
2. Advise and assist County annually, during open enrollment and as regulatory changes occur on all benefit plan communications.
3. Assist County in developing a comprehensive Benefit Plan communication infrastructure utilizing existing and emerging technologies encompassing communication between County and vendors, County and employees and Employee Self Service (ESS).
4. Provide a toll free "Benefits Advisory Help Line" for employee questions and issues.

J. Wellness, Disease Management and Preventative Care Programs

1. Implement programs to address chronic conditions.
2. Implement wellness programs to proactively increase health awareness and behavior modification.

K. Other Services

1. Provide any and all services set forth in County's Request for Proposals for Health Related Benefits Broker/Consultant for Williamson County – RFP# 14RFP00203, as well as any services set forth in the Proposal submitted by Consultant in response to said Request for Proposals.

The above described services of Consultant shall cover all of the County's health benefit plans. Any other services not specifically described above must be approved by both parties.

Section 2.07 – Performance Guarantees

The Consultant hereby agrees to comply with the Performance Guarantees set forth in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

Article III - General Provisions

Section 3.01 - Term

The initial term of this Agreement shall commence on October 1, 2013 and continue thereafter until September 30, 2014, subject to the provisions of Section 3.02 of this Agreement. The term of this Agreement may be extended by mutual agreement of both parties. If the parties agree to extend this Agreement, such extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions of this Agreement remaining the same. The total period of this Agreement, including all extensions, will not exceed a maximum combined period of thirty-six (36) months. The extension of this Agreement is contingent on the appropriation of necessary funds by County for the fiscal year in question.

Section 3.02 - Termination

This Agreement shall terminate upon the occurrence of any of the following events:

- a. The dissolution or liquidation of County's insurance trust;
- b. A breach by the Consultant of any of the terms, conditions or covenants under this Agreement;
- c. Ninety (90) days written notice by either party.

In the event of termination by County, the Consultant shall cease all work for County under this Agreement upon receipt of the written notice unless instructed in writing by County to do otherwise.

Section 3.03 - Payment on Termination

In the event of termination of this Agreement pursuant to Section 3.02 (a) or (c), the Consultant shall be entitled to compensation at the rate specified in Section 2.02 prorated up to the date of termination provided the Consultant is not then in breach of any of the terms, conditions or covenants under this Agreement.

Section 3.04 - Confidentiality

Subject to the requirements of the Public Information Act, Chapter 552.001 et seq. of the Texas Government Code, the Consultant covenants and agrees that Consultant shall not, at any time during the term of this Agreement, directly or indirectly, divulge or disclose for any purpose whatsoever, any information concerning County that has been developed for County by the Consultant, or obtained by him for County, or disclosed to him by County, as a result of the performance of Consultant's work, duties, and obligations under this Agreement to the extent allowed by law. It is agreed that the provisions of this Section 3.04 shall be applicable and enforceable, unless the terms and conditions of this Section 3.04 are expressly waived on behalf of County and reduced to an instrument in writing signed by County.

Article IV - Miscellaneous

Section 4.01 – Construction; Severability

This Agreement shall be construed in accordance with the laws of the State of Texas. 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.

Section 4.02 - Paragraph Headings

All paragraph headings in this Agreement are inserted for convenience only.

Section 4.03 - Successors in Interest

This Agreement shall be binding upon, and inure to the benefit of, the successors in interest and permitted assigns of the parties hereto.

Section 4.04 - 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:

CONSULTANT:

[REDACTED]
[REDACTED]
[REDACTED], [REDACTED] [REDACTED]

COUNTY:

Williamson County
c/o: Lisa Zirkle,
Director of Williamson County Human
Resources
Human Resources Department
301 S.E. Inner Loop, Suite 108
Georgetown, Texas 78626

Section 4.05 – Performance; Venue and Governing Law

This Agreement shall be performed in Williamson County, Texas. 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, and the parties hereto expressly consent and submit to such jurisdiction and venue. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, 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.

Section 4.06 - Assignment

This Agreement may not be assigned without the written consent of all parties.

Section 4.07 - Reference to Parties

When referring to the Consultant, it shall refer to and be binding upon the Consultant named herein, its predecessors, successors, permitted assigns, heirs, executors, administrators, legal representative and all other persons, firms, or corporations in privity with Consultant.

Section 4.08 – Incorporation of Request for Proposals

The parties hereto agree that the terms and conditions of County's Request for Proposals for Health Related Benefits Broker/Consultant for Williamson Count – RFP# 14RFP00203 and its Addenda; as well as the Consultant's Proposal in response to said RFP shall be incorporated herein by reference for all purposes. In the event a dispute or conflict arises between (1) terms and conditions of this Agreement, (2) the above reference RFP, and its Addenda; and (3) the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this Agreement and its Addenda, (2) the above reference RFP and its Addenda; and (3) the Consultant's Proposal.

Section 4.09 - Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

Section 4.10 - Indemnification of County

CONSULTANT ALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON 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 CONSULTANT OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

Section 4.11 - Compliance with Laws

Each party to this Agreement 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, salary and wage statutes and regulations, licensing laws and regulations.

Section 4.12 - Entity Status

By Consultant's signature below, I certify that Consultant is a _____, duly authorized to transact and do business in Williamson County, Texas.

Section 4.13 - 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, 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.

Section 4.14 - No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

Section 4.15 - County's Right to Audit

Consultant 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 Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that County shall have access during normal working hours to all necessary Consultant 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 Consultant reasonable advance notice of intended audits.

Section 4.16 - Appropriation of Funds by County

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

Section 4.17 - Payment, 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 Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant 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.

Section 4.18 - 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.

Section 4.19 - Entire 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.

In Witness Whereof, the parties hereto have duly executed this Agreement to be effective as of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the State of
Texas

By: _____

By: _____

Dan A. Gattis,
County Judge

Title: _____

Date: _____

Date: _____

EXHIBIT “A”
PERFORMANCE GUARANTEES

Benefit Advisory Help Line:

Inquiry Guarantee: % of Monthly Retainer**

Consultant guarantees that it will respond to 95% of all phone and email inquiries within 1 business day (all holidays excluded); 2 business days (all holidays excluded) for all mail and fax inquiries*:

- Respond to phone, fax, email and mail inquiries regarding all Williams County’s benefit plans (Medical, Dental, Flex, Life, Disability and Vision).
- Maintain a Toll-Free number for employees to call between 8:30-5:00 pm Central Time.
- Maintain a secure fax number for the receipt of Private Health Information for plan members to fax information regarding their benefits.
- Maintain a secure email address for receipt of employee questions.

** All emails, phone messages and faxes received Monday – Thursday will be acknowledged within 1 business day. All emails, phone messages, and faxes received on Friday/holiday will be acknowledged the next business day. A response is defined as any effort made to acknowledge the receipt of the inquiry. Leaving a voice message on a member’s voice mail or replying to an email will constitute but is not limited to a response. Actual resolution to any problem or inquiry is dependent on efforts by third parties for which Consultant has no control and is not included in this Guarantee.*

Inquiry Resolution Guarantee: % of Monthly Retainer**

Consultant will work diligently to get a resolution to members as quickly as reasonably possible. Consultant will guarantee that it will provide the County with a monthly report of inquiry types and resolution timeframes, and that Consultant will provide members with available information so that their issues can be resolved if a resolution is an option for the members. The County acknowledges that many health plan issues require action be taken by the member or other third party members for which Consultant has no control. Therefore, Consultant will not be liable if third parties fail to act to resolve any issue on behalf of members or if there is no resolution available. Consultant does not have control over benefit design or operations at a third party health plan vendors and does not guarantee any resolution. Consultant will determine what may be done to resolve any inquiries and assist members with the resolution if one is available. The County acknowledges that Consultant cannot guarantee that it will be able to resolve any issue in a manner that is satisfactory to the members because some issues are inherent to plan design and administrator discretion. However, Consultant will work to present the members with the options, if any, and present steps necessary to reach a resolution if it is available. Consultant will not be responsible for assisting members with any legal issues or recoveries from any third parties.

Williamson County Meeting Attendance:

 % of Monthly Retainer**

- Attend all Williamson County Health Benefits Committee Meetings
- Attend all Williamson County Commissioners Court Meetings when Benefits are being discussed as agreed upon in advance. All other meetings will be attended on a best effort basis with 48 hours advance notice.

Financial Services and Reporting Guarantee:

_____ % of Monthly Retainer**

Consultant will guarantee that all reasonable steps will be taken to assist the County with financial projections based on known factors at the time of the projections. Consultant will provide the County with written financial projections that reflect the current cost factors of the plan at the time with any applicable caveats that must be included in the calculation of this Guarantee. All of Consultant's projections are based on information provided by third party vendors and the accuracy of that information is beyond our control and cannot be included in this Guarantee. Consultant will guarantee that our funding projections will not exceed our estimates within acceptable standards (5%). All caveats will be presented at the time of the projections.

Consultant reserves the right to caveat any and all financial assumptions at the time of the reported assumptions based on the unknown and potential risk factors of the plan at the time of the reporting. Consultant cannot be liable for unreported factors or changes by third party vendors of the County. The County acknowledges that certain plan factors are beyond our control and may not be included in this guarantee. Such factors include, but are not limited to, the following:

- Large claim activity as defined by industry standard of 2.5 per 1,000 lives on the plan.
- Material changes in census as defined by a change of more than 10%.
- Errors in the administration of the plans from third party vendors or financial changes from third party vendors (e.g. the loss of specific providers from a vendor, PPO network, changes in network discounts and other third party factors beyond the control of Consultant.)
- Legislative Changes

Consultant's reporting to the County will reflect the financial situation of the plans at that time based on all reporting provided to Consultant. The County acknowledges that all financial assumptions and projections provided by Consultant are directly determined by the reporting provided by third party vendors like United Healthcare. Consultant is not responsible if the information provided by the third party vendors is not accurate nor any projections made on such data. The accuracy of all data used by Consultant will have a material effect on our projections and analysis.

The Financial Guarantees in regards to the Monthly Retainer will apply to each specific month in which a potential incident occurs.

Commissioners Court - Regular Session

37.

Meeting Date: 07/16/2013

Cancellation County Road Seal Coat Bid

Submitted For: Terron Evertson

Submitted By:

Connie Singleton, Purchasing

Department: Purchasing

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Consider rejecting bids received for Rural County Road Seal Coat (IFB #13IFB00120) .

Background

Terron Evertson, Director of Road and Bridge is recommending rejecting bids received as it is now the intent for the county to do the work.

Attachments

Bid Tab Co Rd Seal Coat

Seal coat bid cancellation recommendation

Form Review

Inbox

Reviewed By

Date

Purchasing (Originator)

Bob Space

07/11/2013 08:48 AM

County Judge Exec Asst.

Wendy Coco

07/11/2013 03:36 PM

Form Started By: Connie Singleton

Started On: 07/05/2013 01:42 PM

Final Approval Date: 07/11/2013

WILLIAMSON COUNTY

BID TABULATION COUNTY ROAD SEAL COAT PROGRAM

MAY 21, 2013 3:00pm

BID NUMBER: 13IFB00120

NAME OF BIDDER	TOTAL BID PRICE
1. <i>FN Ploch Construction</i>	<i>\$ 1,029,095.72</i>
2. <i>Newnan + Keng Paving</i>	<i>\$ 981,487.28</i>
3. <i>Big Tex Paving</i>	<i>\$ 990,052.10</i>
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Connie Singleton

Subject: Cancellation County Road Seal Coat

From: Terron Evertson

Sent: Friday, July 05, 2013 11:10 AM

To: Connie Singleton

Cc: Jonathan Harris; Bob Space; Bob Daigh

Subject: RE: Cancellation County Road Seal Coat

Connie,

First of all, let me thank you and Jonathan for all of your hard work in getting the bid package advanced to its current stage. When we started down this path many months ago, it was anticipated that we would need assistance from the contracting community to meet the scheduled miles of proposed resurfacing. However, as we have streamlined some of our construction means and methods, our own in-house crews are outpacing beginning of the year predicted production rates. Because of this, we are able to seal coat more roads with our internal forces and are not in need of assistance from the contracting community.

Per our previous discussion, Road and Bridge is recommending that we do not proceed with awarding the Rural County Road Seal Coat Contract at this time.

J. Terron Evertson, P.E.
Director of Road and Bridge
Williamson County, TX
(512) 943-3849

Meeting Date: 07/16/2013

Renewal Snack and Beverage Vending

Submitted For: Gary Wilson

Submitted By:

Connie Singleton, Purchasing

Department: Purchasing

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Consider authorizing the renewal of contract #11WCP1009 Snack and Beverage Vending Machines for Williamson County with McLiff Vending and Office Coffee Service for the term of October 1, 2013 through September 30, 2014, with no changes to the terms or conditions of the current contract.

Background

McLiff was awarded this contract by Commissioners' Court October 11, 2011. Facilities Director, Gary Wilson recommended renewal for this last 1 year option.

Attachments

Renewal Affidavit McLiff

Form Review

Inbox

Reviewed By

Date

Purchasing (Originator)

Bob Space

07/11/2013 08:48 AM

County Judge Exec Asst.

Wendy Coco

07/11/2013 03:37 PM

Form Started By: Connie Singleton

Started On: 07/09/2013 02:19 PM

Final Approval Date: 07/11/2013



AGREEMENT TO EXTEND WILLIAMSON COUNTY BID/PROPOSAL
SNACK AND BEVERAGE VENDING MACHINES FOR WILLIAMSON COUNTY

#11WCP1009

McLiff Vending & Office Coffee Service wishes to extend bid/proposal #11WCP1009 with Williamson County for the same pricing, terms and conditions as the existing contract for the contract period beginning **October 1, 2013 through September 30, 2014.**

IF WORKERS COMP INSURANCE WAS REQUIRED IN BID/PROPOSAL – Please include renewed Certificate.

BY SIGNATURE BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor McLiff Coffee + Vending

Williamson County, 710 Main St., Georgetown, TX 78626

Name David Clayton

Dan A. Gattis

Title Corporate Accounts Manager

Williamson County Judge

Signature David Clayton

Signature _____

Date 7-8-2013

Date _____



WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE

I hereby swear, affirm and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for bid/proposal #11WCP1009 and any extension thereof, if applicable.

Printed name of person submitting affidavit: David Clayton

Name of Company:

Meliff Coffee + Vending

Date: 6-12, 20 13

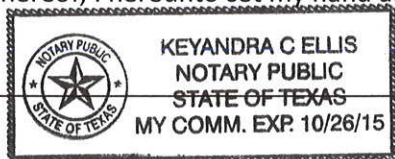
Signature of person submitting affidavit: David Clayton

Notarized:

On this, the 12th day of June, 20 13 before me a notary public, the undersigned officer, personally appeared David Clayton, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Keyandra C. Ellis



Meeting Date: 07/16/2013

Reject IFB No 13IFB00128 General Roadway Cast-In-Place Concrete

Submitted By: Brenda Fuller, Purchasing

Department: Purchasing

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Consider rejecting bids submitted for IFB# 13IFB00128 General Roadway Cast-In-Place Concrete for the Road & Bridge Division.

Background

It is the recommendation that it is in the best interest of the County to reject this submittal and re-solicit this contract in order to attract additional vendors to ensure competitive pricing. The pricing submitted by the only responsive bidder was analyzed against TxDOT's 12 month average bid pricing. Research showed that TxDOT's pricing was on average about 65% less than the bid received.

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Brenda Fuller

Final Approval Date: 07/11/2013

Reviewed By

Bob Space

Wendy Coco

Date

07/11/2013 08:09 AM

07/11/2013 03:37 PM

Started On: 07/10/2013 02:02 PM

Meeting Date: 07/16/2013

Authorizing advertisement and setting date for IFB NO 13IFB00133 General Roadway Cast-In-Place Concrete for Road and Bridge

Submitted By: Brenda Fuller, Purchasing

Department: Purchasing

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Consider authorizing advertising and setting date of August 06, 2013 at 10:00AM in the Purchasing

Background

This IFB is for the re-solicitation of General Roadway Cast-In-Place Concrete for Road & Bridge. The initial term will be for six (6) months.

Attachments

Bid Package

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Brenda Fuller

Final Approval Date: 07/11/2013

Reviewed By

Bob Space

Wendy Coco

Date

07/11/2013 08:50 AM

07/11/2013 03:37 PM

Started On: 07/10/2013 02:07 PM



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 S. AUSTIN AVE
GEORGETOWN, TEXAS 78626

<http://wilco-online.org/eBids/Bids.aspx>

INVITATION FOR BIDS (IFB)

**GENERAL ROADWAY CAST IN PLACE CONCRETE
FOR WILLIAMSON COUNTY
BID # 13IFB00133**

**BIDS MUST BE RECEIVED ON OR BEFORE: August 6, 2013 –
10:00AM**

BIDS WILL BE PUBLICLY OPENED: August 6, 2013 – 10:00AM

BID SUBMISSION

Notice is hereby given that sealed Bids will be accepted by the Williamson County Purchasing Department for Bid # 13IFB00133, General Roadway Cast In Place Concrete for Williamson County. Specifications for this Bid may be obtained from <http://wilco-online.org/eBids/Bids.aspx>.

Bids are to be addressed to the Williamson County Purchasing Agent, Bob Space, 901 S. Austin Ave., Georgetown, TX 78626, with the Bid number and Bid name marked on the outside of the envelope. Bidders should forward one (1) original, two (2) paper copies and one (1) CD copy of their Bid to the address shown below. Late Bids will be rejected as non-responsive. Bids will be publicly opened in the Williamson County Purchasing Department at the time and date indicated above. Bidders are invited to attend the sealed Bid opening.

BID NAME:	GENERAL ROADWAY CAST IN PLACE CONCRETE FOR WILLIAMSON COUNTY
BID NO:	13IFB00133
DUE DATE/TIME:	August 6, 2013, ON OR BEFORE 10:00 AM
MAIL OR DELIVER TO:	Williamson County Purchasing Department 901 S. Austin Ave. Georgetown, TX 78626

**All Bidders interested in submitting a Bid are encouraged to attend the Pre-Bid conference on
July 24, 2013 at 9:00 AM at 901 S. Austin Ave., Georgetown, TX 78626**

Any questions, clarifications or requests for general information should be directed to the contact listed below.

Assistant Purchasing Agent or successor

Kerstin Hancock

901 S. Austin Ave.

Georgetown, TX 78626

khancock@wilco.org

Question submittals must be made via email, and are due by 5PM CST on July 31, 2013. 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 and updated on a daily basis to the Williamson County portal, <http://wilco-online.org/eBids/Bids.aspx>

It is the Bidder's responsibility to check with Williamson County's Purchasing Department prior to submitting your Bid to ensure that you have a complete, up-to-date package. The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information. Any addenda and/or other information relevant to the IFB will be posted on the Williamson County vendor portal at the following link:

<http://wilco-online.org/eBids/Bids.aspx>

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB. No negotiations or modifications to the Bids received will be allowed.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY
READ THE ENTIRE IFB**

**GENERAL ROADWAY CAST IN PLACE CONCRETE
FOR WILLIAMSON COUNTY
BID # 13IFB00133**

**WILLIAMSON COUNTY WILL NOT BE RESPONSIBLE FOR UNMARKED OR
IMPROPERLY MARKED ENVELOPES**

There is no expressed or implied obligation for Williamson County (sometimes referred to herein as the "County") to reimburse Bidders for any expense incurred in preparing a Bid in response to this IFB and Williamson County will not reimburse Bidders for these expenses.

All Bids must be received in the Williamson County Purchasing Department before the opening, which will be on the date and at the time set forth on page 1. Bids received after the submittal deadline will be considered void and unacceptable and returned to the Bidder unopened. Williamson County is not responsible for lateness or non-delivery of mail, carrier, etc. The date and time stamp of the Williamson County Purchasing Department shall be the official date and time of receipt.

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.

The **Bidder's Bid, all IFB requirements and Submittal Checklist** should be completed prior to submission. Failure to fully complete forms/affidavits and return the documentation required by this IFB may, at Williamson County's sole discretion, render your Bid null and void. Bids will be publicly opened and read aloud in the Williamson County Purchasing Department, 901 S.Austin Ave., Georgetown, Texas 78626.

**HOURS FOR THE WILLIAMSON COUNTY PURCHASING DEPARTMENT ARE 8:00 AM – 12:00 PM
AND 1:00 PM – 5:00 PM CENTRAL TIME (PURCHASING DEPARTMENT IS CLOSED DURING
LUNCH FROM 12:00PM – 1:00PM), MONDAY – FRIDAY, EXCLUDING COUNTY HOLIDAYS**

Tentative Schedule of Events

Issuance of IFB	July 16, 2013
Pre-Bid Conference	July 24, 2013
Deadline to Submit Questions	July 31, 2013
Bid Submission Deadline (Late Bids will not be considered)	August 06, 2013
Evaluation of Bids	August 07, 2013
Possible Recommendation for Contract Award	August 13, 2013

PRE-BID INSPECTION

To the extent necessary and prior to the submittal, Bidders are strongly encouraged to visually inspect and be familiar with all goods and/or services for which they intend to submit a Bid. If in the Pre-Bid inspection the Bidder determines any discrepancies, he/she/it should inform the Williamson County Purchasing Department.

1. INTRODUCTION TO BIDDERS

This IFB is to receive Bids from qualified Bidders regarding the goods and/or services which Williamson County seeks to procure under this IFB.

2. DEFINITIONS, TERMS AND CONDITIONS

2.1 DEFINITIONS

- a. "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.
- b. "Agreement" – The Successful Bidder may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and Bidder's Bid. Such ensuing Agreement(s) shall contain the Bid Specifications, Terms and Conditions that are derived from the IFB.
- c. "Contract" – This IFB and the Bid of the Successful Bidder shall become a contract between the Successful Bidder and Williamson County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.
- d. "Bid Documents" – The Legal Notice, IFB including attachments, and any Addenda issued by Williamson County prior to the consideration of any Bids.
- e. "Bid" – Is a complete, properly signed Bid submitted in accordance with this IFB which is irrevocable during the specified period for evaluation and acceptance of Bids.
- f. "Bidder" – A person or entity who submits a Bid in response to this IFB.
- g. "IFB" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h. "Successful Bidder" – The responsible Bidder to whom Williamson County intends to award the Contract.

2.2 TERMS AND CONDITIONS

2.2.1 Venue and Governing Law

Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any ensuing Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any ensuing Agreement is governed by the laws of the United States, this IFB, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

2.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the IFB and its Addenda; and (2) the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the IFB and its Addenda; and (2) the Bidder's Bid.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between (1) terms and conditions of the ensuing Agreement, (2) the IFB,

and its Addenda; and (3) the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement, (2) the IFB; and (3) the Bidder's Bid.

2.2.3 Ownership of Bid

Each Bid shall become the property of Williamson County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

2.2.4 Disqualification of Bidder

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Bidder has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if Williamson County believes that collusion exists among the Bidders.

2.2.5 Funding

County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

2.2.6 Assignment, Successors and Assigns

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

2.2.7 Implied Requirements

Products and services not specifically described or required in the IFB, but which are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

2.2.8 Termination

- a. **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Bidder breaches any of the IFB Specifications, Terms and Conditions, including warranties of Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.
- b. **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon thirty (30) calendar day's written notice to Successful Bidder. In the event Williamson County exercises its right to terminate without cause, it is

understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

2.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction. In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

2.2.10 Proprietary Information and Texas Public Information Act

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid 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 Williamson 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 Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson 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 Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2.2.11 Right to Audit

Successful Bidder agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and

records of Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Bidder agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Successful Bidder reasonable advance notice of intended audits.

2.2.12 Testing and Inspections

Williamson County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Bidder to be in breach and terminate the Contract and/or any ensuing Agreement(s).

2.2.13 Bid Preparation Cost

Cost of developing Bids is entirely the responsibility of Bidders and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Bidders for any expense incurred in preparing a Bid in response to this IFB and Williamson County will not reimburse Bidders for such expenses.

2.2.14 INDEMNIFICATION

SUCCESSFUL BIDDER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF BIDDER OR ANY OF BIDDER'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE BIDDER'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL BIDDER ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL BIDDER FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL BIDDER'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).

SUCCESSFUL BIDDER SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL BIDDER IN THE DEFENSE OF EACH MATTER. SUCCESSFUL BIDDER'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S) UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, BIDDER SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF BIDDER ARE NOT AT ISSUE IN THE MATTER.

Successful Bidder's indemnification shall cover, and Successful Bidder agrees to indemnify Williamson County, in the event Williamson County is found to have been negligent for having selected Successful Bidder to perform the work described in this request. The provision by Successful Bidder of insurance shall not limit the liability of Successful Bidder under the Contract and/or any ensuing Agreement.

2.2.15 Waiver of Subrogation

Successful Bidder and Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any ensuing Agreement.

2.2.16 Relationship of the Parties

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give County the right to direct the Successful Bidder as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Bidder shall follow the desires of County in the results of the work only. County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of County, and that the Successful Bidder and its employees, agents and sub-contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by County.

2.2.17 Sole Provider

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

2.2.18 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

2.2.19 Severability

If any provision of this IFB, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render

unenforceable any other provision thereof, but rather the entire IFB, Contract or any ensuing 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 IFB, the Contract or any ensuing 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 IFB, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

2.2.20 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

2.2.21 Notice

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

Williamson County Purchasing Department
Bob Space, Purchasing Agent (or successor)
901 S.Austin Ave.
Georgetown, Texas 78626

Bidder:

Address set out in Bidder's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) calendar day following mailing, whichever occurs first.

2.2.22 Sales and Use Tax Exemption

Williamson County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

2.2.23 Compliance with Laws

Williamson County and Successful Bidder 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 the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

2.2.24 Incorporation of Exhibits, Appendices and Attachments

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein.

2.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson 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.

2.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

2.2.27 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness of County for which County 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 the Contract and any ensuing 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 to the Successful Bidder at the end of its then-current fiscal year.

2.2.28 FOB – Destination

To the extent applicable to this IFB, 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 Bid, 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 Destination point.

2.2.29 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

2.2.30 Assignment

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

2.2.31 Safety

Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program

shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

2.2.32 General Obligations and Reliance

Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. Successful Bidder agrees and acknowledges that County is relying on Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of County in accordance with County's requirements and procedures. Successful Bidder's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

2.2.33 Estimated Quantities

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB 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.

2.2.34 Contractual Development

The contents of the IFB and the selected Bid will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Bidder must agree to inclusion in an ensuing Agreement of the Bid Specifications, Terms and Conditions of this IFB.

2.2.35 Survivability

All applicable agreements that were entered into between Successful Bidder and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

2.2.36 Air Quality

In determining the overall best Bid, the County may, to the extent applicable, exercise the following option granted to local governments under the Texas Local Government Code.

Option – TLGC § 271.907. This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder 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 is encouraged to provide information in narrative form indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

2.2.37 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Bidder and County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Bidder and County.

2.2.38 Payment

Unless specified otherwise in this IFB or an ensuing Agreement, the following provision shall control the County's method of payment:

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue 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 an error appears in an invoice submitted by Successful Bidder, County shall notify Successful Bidder of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Bidder, Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Successful Bidder 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 Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org 512-943-1500

2.2.39 Economic Adjustment

To the extent applicable to this IFB, the Successful Bidder may submit a request for a contract pricing adjustment for approval by the County if the Bidder can show just cause substantiating an adjustment. The requested adjustment must be for goods and/or services and in no way represent an increase in the Bidder's profits, labor or other overhead. The Bidder's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will not become effective until after approval of the Williamson County Commissioners Court. Until then, the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Department reserves the right to seek competition from other sources.

Any goods or services delivered by the Successful Bidder at a not agreed upon price are done so at the Successful Bidder's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

2.2.40 Contractual Formation and Ensuing Agreement

The IFB and the Bidder's Bid, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Bidder and Williamson County. The Successful Bidder may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and Bidder's Bid.

2.2.41 Initial Contract Term

The Successful Bidder shall provide the goods and/or services described herein for an initial term beginning on the date of Commissioners' Court award and continue for six (6) months thereafter.

2.2.42 Contract Extensions

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. If approved, this extension will be in six (6) month increments for up to an additional twelve (12) months, with the terms and conditions remaining the same. The total period of this Contract, including all extensions will not exceed a maximum combined period of eighteen (18) months. The extension of this Contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Successful Bidder may elect to terminate this Contract, with no additional liability to the County. The County and the Successful Bidder agree that termination shall be the Successful Bidder's sole remedy under this circumstance.

2.2.43 Cooperative Purchasing Program

During the term of the Contract resulting from this IFB, Williamson County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this Invitation to Bid is subject to a properly authorized Purchasing Cooperative Interlocal Agreement with Williamson County. Any liability created by Purchase Orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

2.2.44 Insurance Requirements

By signing its Bid, the Successful Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement, at Successful Bidder's cost, insurance in accordance with this provision.

Successful Bidder will be required to submit Certificates of Insurance **prior to being recommended for award of the Contract.**

All certificates of insurance coverage as specified below must be provided to the following address:

- Williamson County
- 901 S. Austin Ave. Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement between the Successful Bidder and County.

The following coverage limits shall be required at a minimum:

- A. Worker's Compensation Statutory – Texas Law
- B. Employer's Liability:
- | | |
|---------------------------|------------------------|
| Bodily Injury by Accident | \$500,000 Ea. Accident |
| Bodily Injury by Disease | \$500,000 Ea. Employee |
| Bodily Injury by Disease | \$500,000 Policy Limit |
- C. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:
- | COVERAGE | PER PERSON | PER OCCURRENCE |
|---------------------------------|-------------|----------------|
| Comprehensive General Liability | \$1,000,000 | \$1,000,000 |
| Aggregate policy limits: | \$1,000,000 | |
- D. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):
- | COVERAGE | PER PERSON | PER OCCURRENCE |
|---------------------------------|--------------------|----------------|
| Bodily injury (including death) | \$1,000,000 | \$1,000,000 |
| Property damage | \$1,000,000 | \$1,000,000 |
| Aggregate policy limits: | No aggregate limit | |
- E. Umbrella Coverage: \$1,000,000

Successful Bidder's property will not be covered by any insurance that may be carried by Williamson County. Successful Bidder assumes the risk of loss on its contents and property that

are situated on/in/around Williamson County property. The Successful Bidder is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Bidder.

The deductible for an insurance policy required hereunder shall not exceed \$100,000. **Williamson County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Bidder shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Bidder shall not allow any subcontractor(s) to commence work to be performed in until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of 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. Successful Bidder shall furnish County with a certification of coverage issued by the insurer. Successful Bidder 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) CALENDAR 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 agreed to and hereby acknowledged by the Successful Bidder, that no provision of this Contract or any ensuing Agreement shall be construed to require the County 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 hereunder 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 Contract or any ensuing Agreement.

2.2.45 Workers' Compensation Coverage Requirements

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 such as Williamson County. The rule requires Williamson County 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 the 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 be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following address prior to being recommended for award of the contract:

Williamson County
901 S. Austin Ave.
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. 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 (800) 372-7713.

A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

- (1) Certificate of coverage (certificate)--A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation 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 (including those subject to a coverage agreement) providing services on a project, for the duration of the project.
- (2) Building or construction--Has the meaning defined in the Texas Labor Code, §406.096(e) (1).
- (3) Contractor--A person bidding for or awarded a building or construction project by Williamson County.
- (4) Coverage--Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (5) Coverage agreement--A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.
- (6) Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by Williamson County.
- (7) 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.
- (8) Project--Includes the provision of all services related to a building or construction contract for Williamson County.

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 workers compensation coverage to Williamson County 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 Williamson County showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to Williamson County:

- (1) a certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- (2) no later than seven 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 Williamson County 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 Williamson County 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 Williamson County 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 Williamson County to declare the Contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from Williamson County.

3. INSTRUCTIONS AND GENERAL REQUIREMENTS

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the **Bid Specifications, Addenda issued as a part of this IFB and Modifications issued as a part of this IFB**. Be sure your Bid package is complete.

3.1 Ambiguity, Conflict, or other Errors in the IFB

If Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, Bidder shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Bidder fails to notify Williamson County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to Bidder, or an error or ambiguity that reasonably should have been known to Bidder, then Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the IFB, no later than 48 hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

3.2 Notification of Most Current Address

Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Bids.

3.3 Bid Preparation Cost

Cost of developing Bids is entirely the responsibility of Bidders and shall not be charged to Williamson County.

3.4 Signature of Bidder

A Transmittal Letter, which shall be considered an integral part of the Bid, shall be signed by an individual who is authorized to bind the Bidder contractually.

If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, **a power of attorney or equivalent document** must be submitted to the Williamson County Purchasing Department **prior to being recommended for award of the bid.**

3.5 Assumed Business Name

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same **prior to being recommended for award of the contract**.

3.6 Bid Obligation

The contents of the IFB, Bid and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing Agreement.

3.7 Compliance with IFB Specifications

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of Williamson County, result in disqualification.

3.8 Withdrawal of Bid

The Bidder may withdraw its Bid by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Bidder may thereafter submit a new Bid prior to the deadline. Modification or withdrawal of the Bid in any manner will not be considered if submitted after the deadline.

3.9 Evaluation/Award

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the BID process) that might affect Williamson County's judgment as to the appropriateness of an award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, Williamson County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation then in evaluation, or any future solicitation.

Communication between Bidder and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

Williamson County reserves the right to award a Contract in whole to one Bidder or to award a contract on each separate item or combination of items as may be most advantageous to the County. A primary, secondary, third and/or subsequent award **may** be made for this IFB. 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.

To award the lowest responsible bidder in accordance with Texas Government Code Subchapters B and C, the County may consider:

- Price
- Bidder's experience and reputation

- Quality of the Bidder's goods and/or services
- Bidder's safety record
- Bidder's proposed personnel
- Bidder's financial capabilities
- Any other relevant factors specifically listed in the IFB

Consideration of Location of Principal Office

Pursuant to Texas Local Government Code Section 271.905, in purchasing under this title any real property or personal property that is not affixed to real property, if Williamson County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three percent (3%) of the lowest bid price received by Williamson County from a Bidder who is not a resident of Williamson County, Williamson County may enter into a contract with:

- (1) the lowest Bidder; or
- (2) the Bidder whose principal place of business is in Williamson County if the Williamson County Commissioners Court determines, in writing, that the local Bidder offers Williamson County the best combination of contract price and additional economic development opportunities for Williamson County created by the contract award, including the employment of residents of Williamson County and increased tax revenues to Williamson County.

This consideration does not prohibit Williamson County from rejecting all Bids.

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 goods and/or services covered in this IFB, 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.

Awards should be made approximately thirty (30) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://wilco-online.org/eBids/Bids.aspx>

3.10 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; and
- 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.

3.11 Firm Pricing

For unit price items, 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. Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period. 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.

3.12 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.13 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.

3.14 References

Williamson County may require Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm if Bidder has not done business with the County within the past five (5) years. The name of firm, address, phone number and name of a representative to contact must be provided.

4. BID FORMAT AND SUBMISSION

4.1 Organization of Bid Contents for Submittal

Each Bid should be organized and be submitted in the order described below:

- a. Transmittal Letter;
- b. Bid Submittal Checklist;
- c. Price Sheets, (Appendix B of IFB)
- e. References: Identification of three (3) references for which the Bidder is providing or has provided the services and/or goods of the type requested, including the name, position, and telephone number of a contact person at each entity (Appendix C of IFB)
- f. Conflict of Interest Questionnaire (Appendix D of IFB)
- g. Bid Affidavit (Appendix E of IFB)
- h. Signature Page (Appendix F of IFB)

4.2 Transmittal Letter

The Bidder must submit a Transmittal Letter that provides the following:

- a. Name and address of individual or business entity submitting the Bid;
- b. Bidder's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.);
- c. Place of incorporation or organization, if applicable;
- d. Name and location of major offices and other facilities that relate to the Bidder's performance under the terms of this IFB;
- e. Name, address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB;
- f. The Bidder's Federal Employer Identification Number;
- g. A commitment by the Bidder to provide the services required by Williamson County;
- h. A statement that the Bid is valid for ninety (90) calendar days from the deadline for submittal of Bids to Williamson County (Any Bid containing a term of less than ninety (90) calendar days for acceptance, may at Williamson County's sole discretion, be rejected as non-responsive.);
- i. 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 is encouraged to provide information in narrative form indicating the anticipated air quality impact.

The Transmittal Letter must be signed by a person legally authorized to bind the Bidder to the representations in the Transmittal Letter and Bid (refer to section 3.4 of this IFB). In the case of a joint Bid, each party must sign the Transmittal Letter.

4.3 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 amended.

As of January 1, 2006, Bidders are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the Williamson County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/taBid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. Examples of potential conflicts may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor, with

Williamson County or any other entity or person involved in any way in the project that is the subject of this IFB. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement. The Conflict of Interest Statement is attached as an Appendix to this IFB and must be completed, signed, and submitted with your Bid.

4.4 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.

4.5 Bid Submittal Deadline

The Bid is due no later than the submittal date and time set forth on Page 1 of this IFB, and must include each item identified on the Bid Submittal Checklist page of this IFB.

4.6 Delivery of Bids

All Bids are to be delivered on or before the submittal deadline, as noted on Page 1 of this IFB, to:

Williamson County Purchasing Department
Bob Space, Purchasing Agent (or successor)
901 S. Austin Ave.
Georgetown, Texas 78626

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

Williamson County will not accept any responsibility for Bids being delivered by third party carriers.

Bidder should submit one (1) original, two (2) paper copies and one (1) CD copy of the Bid. Bids will be opened publicly in a manner to avoid public disclosure of contents; however, names of Bidders will be read aloud.

Bidders should list the Bid Number on the outside of the box or envelope and note "Sealed Bid Enclosed."

FAILURE BY BIDDER TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS BID.

5. BID SPECIFICATIONS

5.1

General Notes and Technical Specifications

Definition of Terms

County: Williamson County acting through the Williamson County Road and Bridge Division.

Contractor: Successful Bidder of the attached Invitation For Bids.

Department: The Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2004, which are set out herein below, reference, from time to time, the "Department". For purposes of this IFB, such references shall mean and include the County to the extent applicable.

Engineer: Williamson County Director of Road and Bridge, or designee.

Inspector: Engineer's designee assigned full or part time to the Contractor's crew for the oversight of the work.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2004.

TxDOT: Texas Department of Transportation

Control of Materials

Source Control.

The Contractor shall use only materials that meet Contract requirements. Unless otherwise specified or approved by the Engineer, the Contractor shall use new materials for the work. The contract shall secure the Engineer's approval of the proposed source of materials to be used prior to their delivery to the site. Materials may be approved by the Engineer at a supply source or staging area but may be subjected to reinspection at the job site. Contractor shall be responsible for costs of additional samplings and testing in the event that there are material source changes.

Material Quality.

It is the Contractor's responsibility to correct or remove all materials that fail to meet the Contract requirements.

Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection by the Engineer, the Contractor must immediately remove and replace rejected materials.

If the Contractor does not comply with this Article, the County may remove and replace defective material. The cost of such testing, removal, and replacement will be deducted from an invoice submitted to the County.

Manufacturer Warranties. Contractor shall transfer to the County warranties and guarantees required by the Contract from his sources or received as part of normal trade practice.

Plant Inspection and Testing. The Engineer may, but is not obligated to, inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements. Materials produced under County inspection are for County use only unless released in writing by the Engineer.

If inspection is at the plant, Contractor shall meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection.
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.

The Engineer may provide inspection for periods other than daylight hours if:

- Continuous production of materials for County use is necessary due to the production volume being handled at the plant, and
- The lighting is adequate to allow satisfactory inspection.

General Notes

All work performed and all products furnished under the provision of the Contract shall comply with requirements which pertain to the various items of work included as *Standard Specifications for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted June 1, 2004, and as amended and/or updated, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TxDOT specifications, the specification set out herein shall control and govern.

The Contractor shall perform all work during appropriate weather conditions, unless otherwise directed by Engineer. If work is performed at the Contractor's option during, or prior to, inclement weather conditions and the work is damaged, the Contractor is fully responsible for all costs associated with replacing the work.

All construction equipment involved in roadway work shall be equipped with a permanently mounted 360 degree revolving or strobe warning light with amber lens. The light shall have a minimum lens height of 5 inches, a diameter of 5 inches, and shall have a mounting height of not less than 6 feet above the roadway surface and shall be visible from all sides. This equipment shall also have attached at each side of

the rear end of the vehicle an approved orange warning flag mounted not less than 6 feet above the roadway surface.

Care shall be exercised to prevent damage to all property in and around the construction zone. The Contractor shall be liable for the repair and restoration of any property damaged as a result of the Contractor's prosecution of the work.

This shall include, but is not limited to, re-vegetation of all areas damaged or destroyed by construction. Contractor will be held liable and responsible for such areas until growth is reestablished to the satisfaction of the County.

Ornamental landscape plantings of trees, shrubs and grasses that are damaged or destroyed during construction shall be replaced with plant material of comparable size and quality approved by the County.

Contractor's equipment and vehicles shall not be maintained on-site during construction, except at designated maintenance sites as approved by the Inspector.

An English-speaking Superintendent shall be available on the project at all times when work is being performed. The Contractor shall provide the Inspector with contact information for the Superintendent.

Contractor shall provide at least one portable restroom near the work site(s) at all times in order to provide a bathroom to individuals providing work hereunder. Contractor shall monitor and prevent its employees and any of its subcontractors that are providing work on the project from urinating or defecating on property in, on or adjacent to the areas in which work is being performed.

ITEM 421 – Hydraulic Cement Concrete

The specifications are amended by special provision 421—035.

Overdesign requirements, as defined in section 421.4 (A) Table 6 of the specifications, for compressive strength in non-structural elements are waived.

Minimum air entrainment requirements, as defined in section 421.4 (A) 2 Table 7 of the specifications, for all classes of concrete, except S, CO and DO, are waived. For all non-structural concrete, the entrained air content shall not exceed 8%.

ITEM 432 – Riprap

Riprap shall be placed at a 5 inch thickness.

Where proposed concrete riprap ties to existing concrete riprap, Contractor shall saw cut existing, and dowel and epoxy the joint before placing proposed riprap.

ITEM 465 – Manholes and Inlets

Construction of drop inlets shall be in accordance with the TxDOT Austin District Standards.

The specifications are amended by special provision 465--001.

ITEM 466 – Headwalls and Wingwalls

For conditions where the culvert is skewed to the roadway alignment, the County will provide the appropriate plans and/or standards.

ITEM 467 – Safety End Treatment

Contractor shall cut extruding pipe ends in the field, to match roadway or driveway side slope and shall use asphalt based paint on cut end.

Before the execution of work on box culvert safety end treatments, details and plan sheets will be provided to the Contractor. To the extent possible, design will follow TxDOT standard plan sheets.

ITEM 472 - Removing and Re-Laying Culvert and Storm Drain Pipe

Culverts and pipes will be supplied by the County. Culverts and pipes will be delivered to the work site by the County.

Cut and restore pavement will be considered subsidiary to the pertinent bid items.

ITEM 473 - Laying Culvert and Storm Drain Pipe

Details and plan sheets will be provided to Contractor prior to execution of work. To the extent possible, design will follow TxDOT standard plan sheets SCP-3 through SCP-12.

ITEM 496 - Removing Structures**ITEM 502 - Barricades, Signs and Traffic Handling**

This item will not be paid for directly but shall be considered subsidiary to various bid items.

Contractor shall provide all traffic control measures to prosecute the work in conformance with the Texas Manual on Uniform Traffic Control Devices, latest edition.

The Contractor will be required to maintain a minimum of one through lane in each direction during daylight hours on all roadways, except with written approval by the Inspector. Two lane roadways shall use single lane traffic control, which will require the use of flagmen. This shall not be paid for directly, but shall be considered subsidiary to various bid items.

Flaggers must comply with all requirements outlined in TxDOT Specification Item 502.2B.

Limiting access to all side streets and driveways shall be minimized to the extent possible.

The Contractor's crew leader shall be a competent person who will be responsible and available on the project site or in the immediate area to insure compliance with the TCP.

ITEM 529 - Concrete Curb, Gutter, and Combined Curb and Gutter

If proposed curb and gutter is to be placed adjacent to existing pavement, Contractor shall saw cut existing pavement to obtain a straight and clean edge that is absent of any chipping or flaking of existing pavement. Any damage to the edge of the pavement will be repaired by the Contractor as approved by the Engineer.

ITEM 530 - Intersections, Driveways and Turnouts

Contractor shall notify property owners who utilize access of driveway 48 hours in advance of proposed work.

Access to property must be provided at all times. Construct driveway one half at a time, unless reasonable alternative access exists that has been approved by the property owner and the Engineer.

5.2 Scope of Services

Williamson County is seeking qualified contractors for general roadway cast-in-place concrete work (materials and labor).

5.3 Additional Requirements

SPECIAL PROVISION

421---035

Hydraulic Cement Concrete

For this project, Item 421, "Hydraulic Cement Concrete," of the Standard Specifications is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 421.2.D. Water, Table 1. Chemical Limits for Mix Water is voided and replaced by the following:

Table 1
Chemical Limits for Mix Water

Contaminant	Test Method	Maximum Concentration (ppm)
Chloride (Cl)	ASTM C 114	
Prestressed concrete		500
Bridge decks and superstructure		500
All other concrete		1,000
Sulfate (SO ₄)	ASTM C 114	2,000
Alkalies (Na ₂ O + 0.658K ₂ O)	ASTM C 114	600
Total Solids	ASTM C 1603	50,000

Article 421.2.B. Supplementary Cementing Materials (SCM) is supplemented with the following:

- 6. Modified Class F Fly Ash (MFFA).** Furnish MFFA conforming to DMS-4610, "Fly Ash."

Article 421.2.D. Water, Table 2. Acceptance Criteria for Questionable Water Supplies is voided and replaced by the following:

Table 2
Acceptance Criteria for Questionable Water Supplies

Property	Test Method	Limits
Compressive strength, min. % control at 7 days	ASTM C 31, ASTM C 39 ^{1,2}	90
Time of set, deviation from control, h:min.	ASTM C 403 ¹	From 1:00 early to 1:30 later

1. Base comparisons on fixed proportions and the same volume of test water compared to the control mix using 100% potable water or distilled water.
2. Base comparisons on sets consisting of at least two standard specimens made from a composite sample.

Article 421.2.E.1 Coarse Aggregate. The fourth paragraph is voided and replaced by the following:

Unless otherwise shown on the plans, provide coarse aggregate with a 5-cycle magnesium sulfate soundness when tested in accordance with Tex-411-A of not more than 25% when air

entrainment is waived and 18% when air entrainment is not waived. Crushed recycled hydraulic cement concrete is not subject to the 5-cycle soundness test.

Article 421.2.E.2 Fine Aggregate. The fifth paragraph is voided and replaced by the following:

Acid insoluble (%) = $\{(A1)(P1)+(A2)(P2)\}/100$

where:

A1 = acid insoluble (%) of aggregate 1

A2 = acid insoluble (%) of aggregate 2

P1 = percent by weight of aggregate 1 of the fine aggregate blend

P2 = percent by weight of aggregate 2 of the fine aggregate blend

Article 421.2.E.2. Fine Aggregate. The final paragraph is voided and replaced by the following:

For all classes of concrete, provide fine aggregate with a fineness modulus between 2.3 and 3.1 as determined by Tex-402-A.

Article 421.2.E. Aggregate is supplemented by the following:

4. **Intermediate Aggregate.** When necessary to complete the concrete mix design, provide intermediate aggregate consisting of clean, hard, durable particles of natural or lightweight aggregate or a combination thereof. Provide intermediate aggregate free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, and containing no more than 0.5% clay lumps by weight in accordance with Tex-413-A.

If more than 30% of the intermediate aggregate is retained on the No. 4 sieve, the retained portion must meet the following requirements:

- must not exceed a wear of 40% when tested in accordance with Tex-410-A.
- must have a 5-cycle magnesium sulfate soundness when tested in accordance with Tex-411-A of not more than 25% when air entrainment is waived and 18% when air entrainment is not waived.

If more than 30% of the intermediate aggregate passes the 3/8" sieve, the portion passing the 3/8" sieve must not show a color darker than standard when subjected to the color test for organic impurities in accordance with Tex-408-A and must have an acid insoluble residue, unless otherwise shown on the plans, for concrete subject to direct traffic equal to or greater than the value calculated with the following equation:

$$AI_{ia} \geq \frac{60 - (AI_{fa})(P_{fa})}{(P_{ia})}$$

where:

AI_{fa} = acid insoluble (%) of fine aggregate or fine aggregate blend

P_{fa} = percent by weight of the fine aggregate or fine aggregate blend as a percentage of the total weight of the aggregate passing the 3/8" sieve in the concrete mix design

P_{ia} = percent by weight of the intermediate aggregate as a percentage of the total weight of the aggregate passing the 3/8" sieve in the concrete mix design

Article 421.2.F. Mortar and Grout is supplemented by the following:

Section 421.4.A.6, "Mix Design Options," does not apply for mortar and grout.

Article 421.3.A. Concrete Plants and Mixing Equipment is supplemented by the following:

When allowed by the plans or the Engineer, for concrete classes not identified as structural concrete in Table 5 or for Class C concrete not used for bridge-class structures, the Engineer may inspect and approve all plants and trucks in lieu of the NRMCA or non-Department engineer sealed certifications. The criteria and frequency of Engineer approval of plants and trucks is the same used for NRMCA certification.

Article 421.3.A.2. Volumetric Mixers is supplemented by the following:

Unless allowed by the plans or the Engineer, volumetric mixers may not supply classes of concrete identified as structural concrete in Table 5.

Article 421.4.A Classification and Mix Design. The first paragraph is voided and replaced by the following:

Unless a design method is indicated on the plans, furnish mix designs using ACI 211, "Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete," Tex-470-A, or other approved procedures for the classes of concrete required in accordance with Table 5. Perform mix design and cement replacement using the design by weight method unless otherwise approved. Do not exceed the maximum water-to-cementitious-material ratio.

Article 421.4.A. Classification and Mix Design, Table 5 Concrete Classes is voided and replaced by the following:

Table 5
Concrete Classes

Class of Concrete	Design Strength, Min. 28-day f'_c (psi)	Maximum W/C Ratio ¹	Coarse Aggregate Grades ^{2,3}	General Usage ⁴
A	3,000	0.60	1-4, 8	Inlets, manholes, curb, gutter, curb & gutter, conc. retards, sidewalks, driveways, backup walls, anchors
B	2,000	0.60	2-7	Riprap, small roadside signs, and anchors
C ⁵	3,600	0.45	1-6	Drilled shafts, bridge substructure, bridge railing, culverts except top slab of direct traffic culverts, headwalls, wing walls, approach slabs, concrete traffic barrier (cast-in-place)
C(HPC) ⁵	3,600	0.45	1-6	As shown on the plans
D	1,500	0.60	2-7	Riprap
E	3,000	0.50	2-5	Seal concrete
F ⁵	Note 6	0.45	2-5	Railroad structures; occasionally for bridge piers, columns, or bents
F(HPC) ⁵	Note 6	0.45	2-5	As shown on the plans
H ⁵	Note 6	0.45	3-6	Prestressed concrete beams, boxes, piling, and concrete traffic barrier (precast)
H(HPC) ⁵	Note 6	0.45	3-6	As shown on the plans
S ⁵	4,000	0.45	2-5	Bridge slabs, top slabs of direct traffic culverts

Class of Concrete	Design Strength, Min. 28-day f'_c (psi)	Maximum W/C Ratio ¹	Coarse Aggregate Grades ^{2,3}	General Usage ⁴
S(HPC) ⁵	4,000	0.45	2-5	As shown on the plans
P	See Item 360	0.45	2-3	Concrete pavement
DC ⁵	5,500	0.40	6	Dense conc. overlay
CO ⁵	4,600	0.40	6	Conc. overlay
LMC ⁵	4,000	0.40	6-8	Latex-modified concrete overlay
SS ⁵	3,600 ⁷	0.45	4-6	Slurry displacement shafts, underwater drilled shafts
K ⁵	Note 6	0.45	Note 6	Note 6
HES	Note 6	0.45	Note 6	Note 6

1. Maximum water-cement or water-cementitious ratio by weight.

2. Unless otherwise permitted, do not use Grade 1 coarse aggregate except in massive foundations with 4-in. minimum clear spacing between reinforcing steel bars. Do not use Grade 1 aggregate in drilled shafts.

3. Unless otherwise approved, use Grade 8 aggregate in extruded curbs.

4. For information only.

5. Structural concrete classes.

6. As shown on the plans or specified.

7. Use a minimum cementitious material content of 650 lb/cy of concrete. Do not apply Table 6 over design requirements to Class SS concrete.

Article 421.4.A. Classification and Mix Design, Table 6 Over Design to Meet Compressive Strength Requirements. Footnote 3 is supplemented by the following:

For Class K and concrete classes not identified as structural concrete in Table 5 or for Class C concrete not used for bridge-class structures, the Engineer may designate on the plans an alternative over-design requirement up to and including 1,000 psi for specified strengths less than 3,000 psi and up to and including 1,200 psi for specified strengths from 3,000 to 5,000 psi.

Article 421.4.A.1. Cementitious Materials is supplemented by the following:

The upper limit of 35% replacement of cement with Class F fly ash specified by mix design Options 1 and 3 may be increased to a maximum of 45% for mass placements, high performance concrete, and precast members when approved.

Article 421.4.A.3. Chemical Admixtures is supplemented by the following:

When a corrosion-inhibiting admixture is required, use a 30% calcium nitrite solution. The corrosion-inhibiting admixture must be set neutral unless otherwise approved. Dose the admixture at the rate of gallons of admixture per cubic yard of concrete shown on the plans.

Article 421.4.A.4 Air Entrainment is voided and replaced by the following:

Air entrain all concrete except for Class B and concrete used in drilled shafts unless otherwise shown on the plans. Unless otherwise shown on the plans, target an entrained air content of 4.0% for concrete pavement and 5.5% for all other concrete requiring air entrainment. To meet the air-entraining requirements, use an approved air-entraining admixture. Unless otherwise shown on the plans, acceptance of concrete loads will be based on a tolerance of $\pm 1.5\%$ from the target air content. If the air content is more than 1.5 but less than 3.0% above the target air, the concrete

may be accepted based on strength tests. For specified concrete strengths above 5,000 psi, a reduction of 1% is permitted.

Article 421.4.A Table 7 Air Entrainment is voided.

Article 421.4.A.6. Mix Design Options. The first and second paragraphs are voided and replaced by the following:

For structural concrete identified in Table 5 and any other class of concrete designed using more than 520 lb. of cementitious material per cu. yd., use one of the mix design Options 1–8 shown below, unless otherwise shown on the plans.

For concrete classes not identified as structural concrete in Table 5 and designed using less than 520 lb. of cementitious material per cu. yd., use one of the mix design Options 1–8 shown below, except that Class C fly ash may be used instead of Class F fly ash for Options 1, 3, and 4 unless sulfate-resistant concrete is shown on the plans.

Do not use mix design Options 6 or 7 when High Performance Concrete (HPC) is required. Option 8 may be used when HPC is required provided: a minimum of 20% of the cement is replaced with a Class C fly ash; Tex-440-A, “Initial Time of Set of Fresh Concrete” is performed during mix design verification; the additional requirements for permeability are met; and the concrete is not required to be sulfate-resistant.

Article 421.4.A.6.b. Option 2 is voided and replaced by the following:

b. Option 2. Replace 35 to 50% of the cement with GGBFS or MFFA.

Article 421.4.A.6.c. Option 3 is voided and replaced by the following:

c. Option 3. Replace 35 to 50% of the cement with a combination of Class F fly ash, GGBFS, MFFA, UFFA, metakaolin, or silica fume; however, no more than 35% may be fly ash, and no more than 10% may be silica fume.

Article 421.4.A.6.f. Option 6 is voided and replaced by the following:

f. Option 6. Use lithium nitrate admixture at a minimum dosage determined by testing conducted in accordance with Tex-471-A, “Lithium Dosage Determination Using Accelerated Mortar Bar Testing.” Before use of the mix, provide an annual certified test report signed and sealed by a licensed professional engineer, from a laboratory on the Department’s List of Approved Lithium Testing Laboratories, certified by the Construction Division as being capable of testing according to Tex-471-A, “Lithium Dosage Determination Using Accelerated Mortar Bar Testing.”

Article 421.4.A.6.g. Option 7 is voided and replaced by the following:

g. Option 7. When using hydraulic cement only, ensure that the total alkali contribution from the cement in the concrete does not exceed 3.5 lb. per cubic yard of concrete when calculated as follows:

$$\text{lb. alkali per cu. yd.} = \frac{(\text{lb. cement per cu. yd.}) \times (\% \text{ Na}_2\text{O equivalent in cement})}{100}$$

In the above calculation, use the maximum cement alkali content reported on the cement mill certificate.

Do not use Option 7 when any of the aggregates in the concrete are listed on the Department's List of Aggregate Sources Excluded from Option 7 ASR Mitigation.

Article 421.4.A.6.h. Option 8 is voided and replaced by the following:

h. Option 8. For any deviations from Options 1–5, perform annual testing on coarse, intermediate, and fine aggregate separately in accordance with ASTM C 1567. Before use of the mix, provide a certified test report signed and sealed by a licensed professional engineer, from a laboratory on the Department's List of Approved ASTM C 1260 Laboratories, demonstrating that the ASTM C 1567 test result for each aggregate does not exceed 0.08% expansion at 14 days.

Do not use Option 8 when any of the aggregates in the concrete are listed on the Department's List of Aggregate Sources Excluded from Option 8 ASR Mitigation. When HPC is required, provide a certified test report signed and sealed by a licensed professional engineer demonstrating that AASHTO T 277 test results indicate the permeability of the concrete is less than 1,500 coulombs tested immediately after either of the following curing schedules:

- Moist cure specimens 56 days at 73°F.
- Moist cure specimens 7 days at 73°F followed by 21 days at 100°F.

Article 421.4.B. Trial Batches is supplemented by the following:

Once a trial batch substantiates the mix design, the proportions and mixing methods used in the trial batch become the mix design of record.

Article 421.4.B. Trial Batches. The fourth sentence of the second paragraph is voided and replaced by the following:

Test at least one set of design strength specimens, consisting of two specimens per set, at 7-day, 28-day, and at least one additional age.

Article 421.4.D. Measurement of Materials, Table 9 is voided and replaced by the following:

Table 9 Measurement Tolerances – Non-Volumetric Mixers	
Material	Tolerance (%)
Cement, wt.	-1 to +3
SCM wt.	-1 to +3
Cement + SCM (cumulative weighing), wt.	-1 to +3
Water, wt. or volume	±3
Fine aggregate, wt.	±2
Coarse aggregate, wt.	±2
Fine + coarse aggregate (cumulative weighing), wt.	±1
Chemical admixtures, wt. or volume	±3

Article 421.4.E. Mixing and Delivering Concrete. The first paragraph is supplemented with the following:

Do not top-load new concrete onto returned concrete.

Article 421.4.E.3. Truck-Mixed Concrete. The first paragraph is voided and replaced by the following:

Mix the concrete in a truck mixer from 70 to 100 revolutions at the mixing speed designated by the manufacturer to produce a uniform concrete mix. Deliver the concrete to the project in a thoroughly mixed and uniform mass and discharge the concrete with a satisfactory degree of uniformity. Additional mixing at the job site at the mixing speed designated by the manufacturer is allowed as long as the requirements of Section 421.4.A.5, "Slump" and Section 421.4.E, "Mixing and Delivering Concrete" are met.

SPECIAL PROVISION

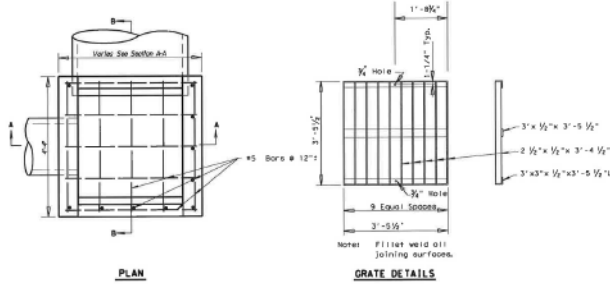
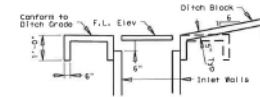
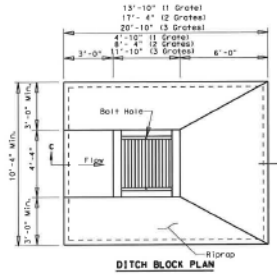
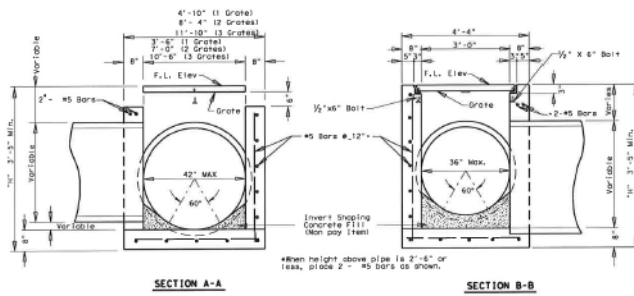
465---001

Manholes and Inlets

For this project, Item 465, "Manholes and Inlets," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 465.2, Materials. The second paragraph is voided and replaced by the following:

Precast manholes, inlets, risers, and appurtenances are acceptable unless otherwise shown. Alternate designs for precast items must be acceptable to the Engineer and must conform to functional dimensions and dimensions for plan wall, slab and edge beam thicknesses, and reinforcing steel areas. Alternate designs must be designed and sealed by a licensed professional engineer.



GENERAL NOTES:

Use Class "A" Concrete for Drop Inlets.

Install Mounting Bolts as directed.

Use galvanized Bolts, Nuts and Washers.

Place Riprap Concrete Class "B" and Grates in accordance with Item 452, "Riprap and Item 471, "Frames, Grates, Rings and Covers." Consider these items subsidiary to pertinent items.

For installation on Box Culverts, adjustments may be made by the Engineer to fit unusual conditions.

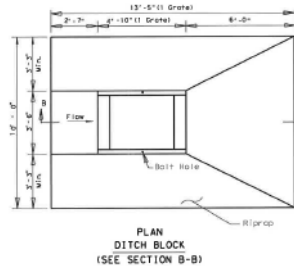
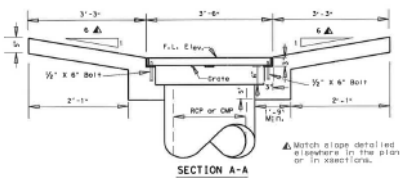
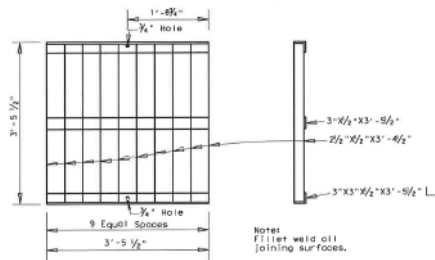
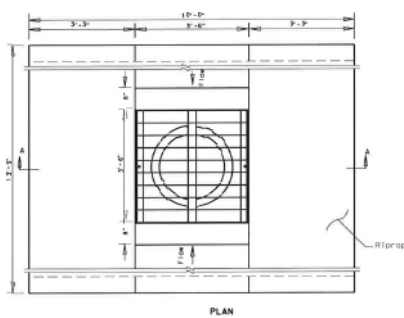
Place Riprap Concrete Class "B" as soon as practical to minimize erosion.

Use WFF 636-W2, 362, 9 Reinforcement for Riprap.

Ensure connecting plates within 10 degrees of normal to inlet walls. Use pipe elbow or curved approach if required to meet this requirement.

Consider Excavation and Backfill subsidiary to pertinent items.

Texas Department of Transportation Austin District Design		DROP INLET DETAILS TYPE I		Austin District Standard	
DATE	2005	REV	1/01	PROJECT	1001
DESIGNED	AS	BY	1	PROJECT	1001
3/03 District Update		3/03 District Update		PROJECT	1001



GENERAL NOTES:

Install Mounting Bolts as directed.

Use Bolts, Nuts and Washers that are galvanized.

For installation on Box Culverts, adjustments may be made by the Engineer to fit unusual conditions.

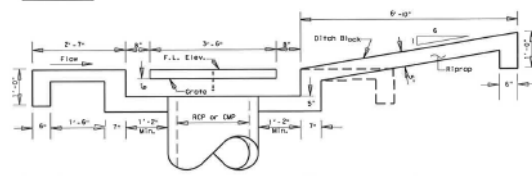
Place Standpipe, Riprap Concrete Class "B" and Grate in accordance with Item 460, "Corrugated Metal Pipe" or Item 464, "Reinforced Concrete Pipe", Item 452, "Riprap" and Item 471, "Frames, Grates, Rings and Covers." Consider Riprap and Grates subsidiary to pertinent items. Payment for length of Standpipe will be paid for under Item 460, "Corrugated Metal Pipe" or Item 464, "Reinforced Concrete Pipe." Length of Standpipe shall be as shown elsewhere on the plans.

Consider connections of the Standpipe to new or existing structures subsidiary to pertinent items.

Place Riprap Concrete Class "B" as soon as practical to minimize erosion.

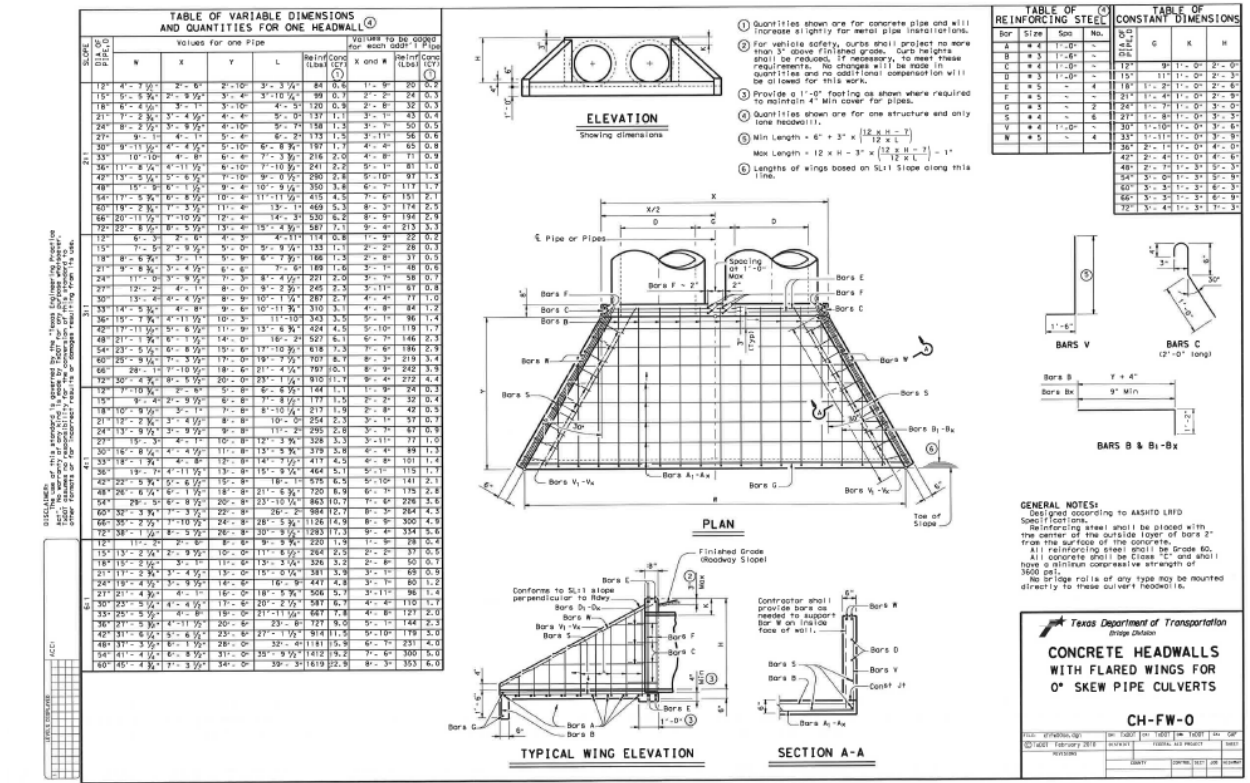
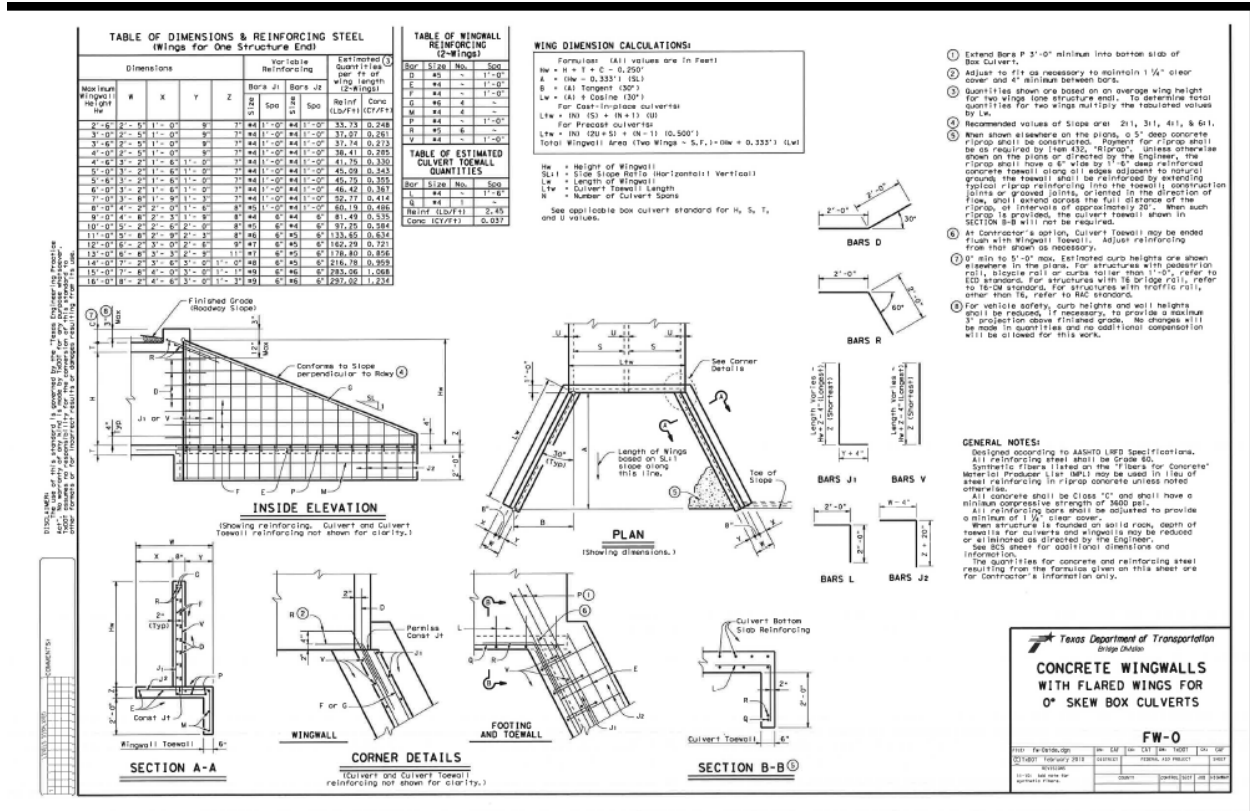
Use WFF 636-W2, 362, 9 Reinforcement for Riprap.

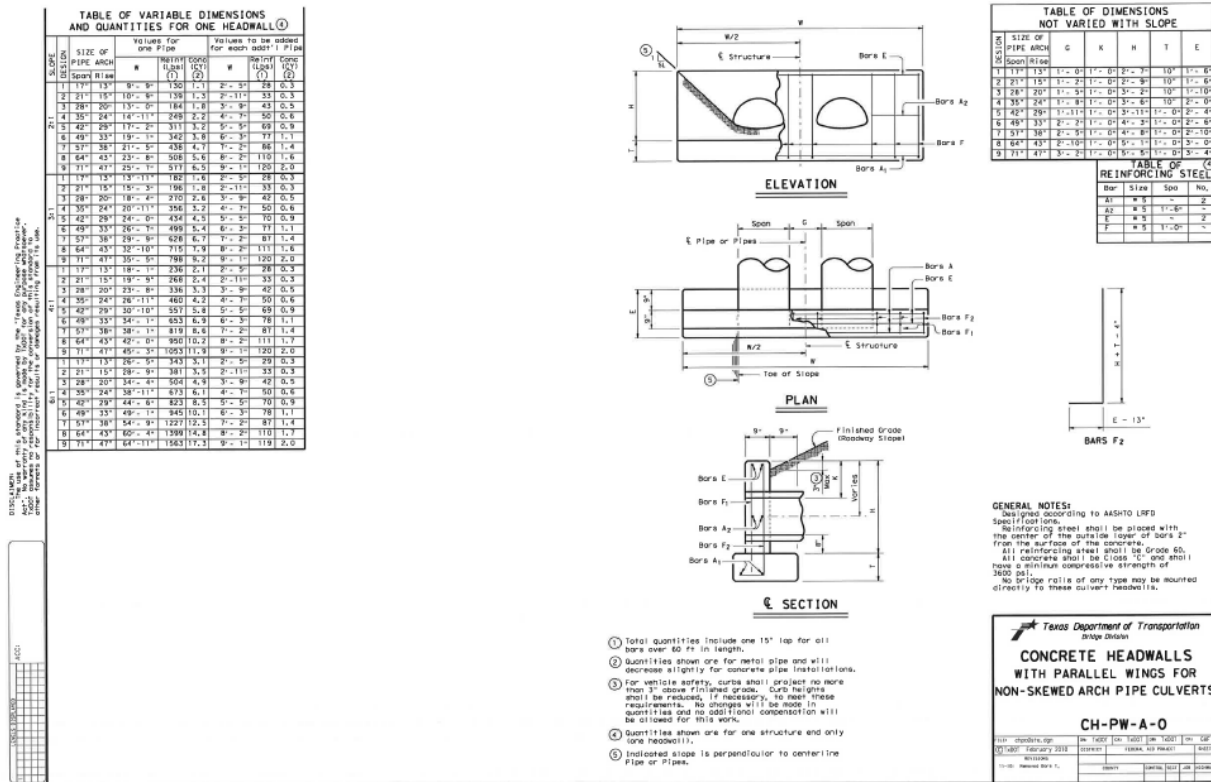
Consider Excavation and Backfill subsidiary to pertinent items.



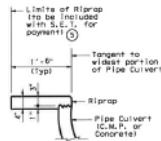
TYPICAL PIPE INLET

Texas Department of Transportation Austin District Design		DROP INLET DETAILS TYPE II		Austin District Standard	
DATE	2005	REV	1/01	PROJECT	1001
DESIGNED	AS	BY	1	PROJECT	1001
3/03 District Update		3/03 District Update		PROJECT	1001

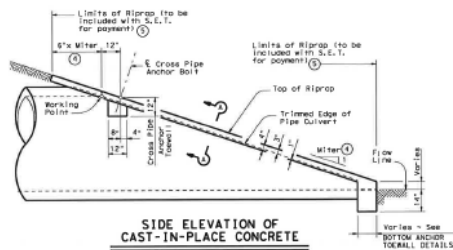




DISCLAIMER: This drawing is intended to be used by the Engineer to construct the project. It is not to be used for any other purpose. The Engineer is not responsible for any errors or omissions in this drawing. The Engineer is not responsible for any damage resulting from the use of this drawing.



SHOWING TYPICAL PIPE CULVERT & RIPRAP
SECTION A-A



SIDE ELEVATION OF CAST-IN-PLACE CONCRETE
(Showing Concrete Pipe Culvert. Details of Corrugated Metal Pipe Culverts are similar. Pipe Runners not shown for clarity.)

ESTIMATED CONCRETE RIPRAP QUANTITIES (CY) ④

BOTH CORRUGATED METAL PIPE CULVERTS AND CONCRETE PIPE CULVERTS

Design	3:1 Side Slope				4:1 Side Slope				6:1 Side Slope			
	0° Skew	15° Skew	30° Skew	45° Skew	0° Skew	15° Skew	30° Skew	45° Skew	0° Skew	15° Skew	30° Skew	45° Skew
1	0.5	0.5	0.5	0.6	0.6	0.6	0.6	0.7	0.7	0.7	0.8	0.9
2	0.5	0.5	0.6	0.6	0.6	0.6	0.6	0.7	0.7	0.8	0.8	1.0
3	0.6	0.6	0.7	0.8	0.7	0.7	0.8	0.9	0.9	1.0	1.0	1.2
4	0.7	0.7	0.8	0.9	0.8	0.9	0.9	1.0	1.1	1.1	1.2	1.4
5	0.8	0.8	0.9	1.0	1.0	1.0	1.1	1.2	1.3	1.3	1.4	1.7
6	0.9	1.0	1.0	N/A	1.1	1.1	1.2	N/A	1.4	1.5	1.6	N/A
7	1.0	1.1	N/A	N/A	1.3	1.3	N/A	N/A	1.7	1.7	N/A	N/A

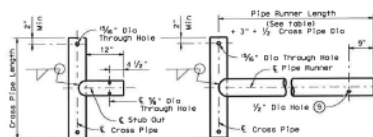
- ④ Miter = Slope of Mitred Pipe Culvert End
 ⑤ Riprap placed beyond the limits shown will be paid as Concrete Riprap in accordance with Item 432, "Riprap".
 ⑥ Quantities shown are for one end of one Pipe Culvert. For multiple Pipe Culverts, quantities will need to be adjusted. Riprap quantities are for Contractor's information only.

SHEET 2 OF 3

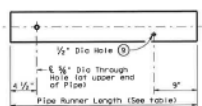
Texas Department of Transportation
 Bridge Division
SAFETY END TREATMENT
 FOR DESIGN 1 TO 7
 ARCH PIPE CULVERTS
 TYPE II - CROSS DRAINAGE

SETP-CD-A

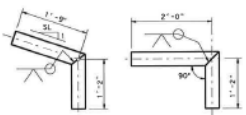
FILE: 1313B00133	NO: 001	NO: 001	NO: 001	NO: 001	NO: 001
DATE: February 2010	REVISION: 1	REVISION: 1	REVISION: 1	REVISION: 1	REVISION: 1
DESIGNED: [blank]	CHECKED: [blank]	APPROVED: [blank]	DATE: [blank]	BY: [blank]	FOR: [blank]



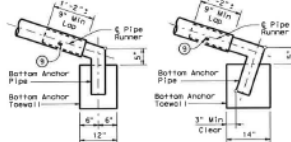
OPTION A1
CROSS PIPE AND CONNECTIONS DETAILS



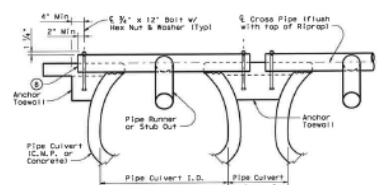
PIPE RUNNER DETAILS
NOTE: The separate Pipe Runner shown is required when Cross Pipe Connection Option A1 is used.



OPTION B1
BOTTOM ANCHOR PIPE DETAILS ⑥

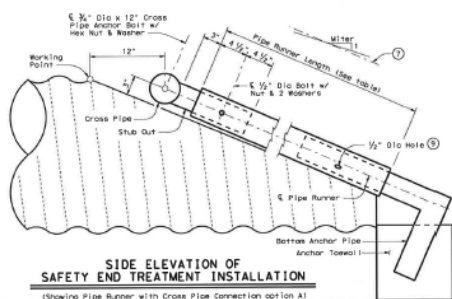


OPTION B2
BOTTOM ANCHOR TOEWALL DETAILS
(Culvert & Riprap not shown for clarity.)



SHOWING CROSS PIPE & ANCHOR TOEWALL
SECTION A-A

- ① Note that actual slope of Pipe Runner may vary slightly from Side Slope of Riprap and trimmed Culvert Pipe edge.
 ② Core shall be cast to ensure that Riprap concrete does not flow into the Cross Pipe so as to permit disassembly of the bolted connection to allow clearance access.
 ③ After installation, the 1/4" hole shall be inspected to ensure that the top of the Pipe Runner with the Bottom Anchor Pipe is adequate.
 ④ At fabricator's option, a heat bend to a smooth 3" radius or a manufactured elbow (of the same material) as the Runner may be substituted for the mitered and welded joint in the Bottom Anchor Pipe.



SIDE ELEVATION OF SAFETY END TREATMENT INSTALLATION
(Showing Pipe Runner with Cross Pipe Connection Option A1 and Anchor Pipe Option B2 on Corrugated Metal Pipe Culvert. Concrete Pipe Culvert details are similar. Riprap not shown for clarity.)

SHEET 3 OF 3

Texas Department of Transportation
 Bridge Division
SAFETY END TREATMENT
 FOR DESIGN 1 TO 7
 ARCH PIPE CULVERTS
 TYPE II - CROSS DRAINAGE

SETP-CD-A

FILE: 1313B00133	NO: 001	NO: 001	NO: 001	NO: 001	NO: 001
DATE: February 2010	REVISION: 1	REVISION: 1	REVISION: 1	REVISION: 1	REVISION: 1
DESIGNED: [blank]	CHECKED: [blank]	APPROVED: [blank]	DATE: [blank]	BY: [blank]	FOR: [blank]



GENERAL NOTES:

GENERAL NOTES

1. Concrete Piles to be designed for a traveling load of 10,000 pounds at yield as recommended by Research Report FHWA/TD-78/108, "Design of Bridge and Tunnel Drilled-Shaft Structures," Texas Transportation Institute, March 1981.

2. Drilling and Treatment of Piles are to be performed at these installations where out of control of the pile is not possible. Piles are to be installed approximately perpendicular to the Cross Piles.

3. Drilling and treatment of piles are to conform to the requirements of Section 1000 of the Texas Department of Transportation (TxDOT) Standard Specifications for Road and Bridge Construction, 1989 Edition, Chapter 432, "Piling."

4. Concrete Piles to be coated on the "Fibers for Concrete" material Producer Literature may be used in lieu of the above information for the purpose of this project and otherwise.

5. Bids for piles and bessel is included in the Price Bid for each Safety End Treatment.


6. Cross Piles shall conform to the requirements of Section 1000 of the Texas Department of Transportation (TxDOT) Standard Specifications for Road and Bridge Construction, 1989 Edition, Chapter 432, "Piling."

7. Bids for rods and bessel conform to ASTM A307.

8. All steel components, except concrete bessel, reinforcing steel, and steel fabrications, shall be galvanized.

9. Fabrication, galvanizing, dunnage, tying transport or construction shall be completed in accordance with the following:

SHEET 1 OF 2

 Texas Department of Transportation
Bridge Division
SAFETY END TREATMENT
FOR DESIGN 1 TO 9
ARCH PIPE CULVERTS
TYPE II - PARALLEL DRAINAGE

SETP-PD-A

File:	SETPGAGE.dgn	SW:	SW	SW:	SW	SW:	SW	SW:	SW
①	1000	February 2019	FORMING AND PROJECT		SW				
REVISED									
11-08: Add notes for approved to FORMING.									
OWNER		CONTRACT		SHEET		JOB		3-10-00	



SECTION B-B

PIPE W/ BOLTED ANCHOR



SHEET 2 OF 2

SETP-PD-A

FILED	asf@post.com	06	Feb	2018	06	JR	CR	CAR
① 1801 February 2018	SUBJECT	FEDERAL AID PROJECT			DIST.			
REVISIONS								
1) - 1st issue note for copy right's photo.	COUNTRY	ADDRESS	STATE	ZIP	CITY			OFFICIAL

6. CONTRACT ADMINISTRATION

J. Terron Evertson P.E., Director of Williamson County Road and Bridge Division, (or successor), 3151 SE Inner Loop , Georgetown, TX 78626, shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing Agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Bidder.



FAILURE BY RESPONDENT TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS BID.

PROVIDE ALL REQUIRED SIGNATURES BY AUTHORIZED REPRESENTATIVES, ALL REQUIRED DOCUMENTS AND USE ONLY REQUIRED FORMS IN THIS IFB TO ENSURE CONSIDERATION OF YOUR BID.

USE BID SUBMITTAL CHECKLIST PROVIDED TO ENSURE ALL REQUIREMENTS HAVE BEEN MET.

**GENERAL ROADWAY CAST IN PLACE CONCRETE FOR WILLIAMSON
BID NUMBER: 13IFB00133**

BID SUBMITTAL CHECKLIST

**PLEASE READ, COMPLETE AND RETURN THIS
“BID SUBMITTAL CHECKLIST” WITH YOUR BID.**

The Bidder's attention is especially called to the items listed below (**return pages marked with red border**), which should be submitted in full as part of Bidder's Bid.

Failure to submit any of the documents listed below as a part of your Bid, or failure to acknowledge any addendum in writing with your Bid, or submitting a Bid on any condition, limitation, or provision not officially invited in this IFB may serve, at Williamson County's sole discretion, as cause for rejection of the Bid. The County reserves the right to request that any Bidder clarify its Bid or to supply any additional material deemed necessary to assist in the evaluation of the Bid.

Bidder should check each box below indicating compliance.

- ☐ Transmittal Letter (Appendix A, refer to section 4.2 of this IFB).). **If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the bid.**
- ☐ Price Sheets, (Appendix B).
- ☐ References: Identification of three (3) entities for which the Bidder is providing or has provided product/services of the type requested, including the name, position, and telephone number of a contact person at each entity (Appendix C, refer to section 3.14 of this IFB).
- ☐ Conflict of Interest Questionnaire (Appendix D, refer to section 4.3 of this IFB).
- ☐ Bid Affidavit (Appendix E, refer to section 3.4 of this IFB).). **If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the bid.**
- ☐ Signature Page (Appendix F, refer to section 3.4 of this IFB).). **If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the bid.**
- ☐ If Bidder is operating under an assumed business name, a file marked copy of the Assumed Name Certificate that has been filed with the Williamson County Clerk (refer to section 3.5 of this IFB).

- ☐ One (1) original, two (2) paper copies and one (1) CD copy of the Bid should be mailed to or delivered on or before the Bid submittal deadline, to the Williamson County Purchasing Department, 901 S. Austin Ave., Georgetown, TX 78626.

Company

Telephone Number

Address

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

BIDDER MUST RETURN THIS PAGE WITH ITS BID

APPENDIX A TRANSMITTAL LETTER

(Refer to section 4.2 of this IFB)

THIS FORM MUST BE COMPLETED AND RETURNED WITH BID

(a) Name of Business or Individual Submitting Bid

Address

City

State

ZIP

(b) Type of Business entity (Corporation, General Partnership, Limited Partnership, LLC, etc.)

(c) Place of Incorporation or Organization (if applicable)

(d) Name and location of major offices/other facilities related to Bidder's performance under the terms of this IFB:

_____	_____
_____	_____
_____	_____
_____	_____

(e) Name/address/business/fax/email of Bidders **principal contact person** regarding all contractual matters relating to this IFB:

Contact Name

Title

Address

City

State

Zip

Business Phone

Fax

EmailAddress

(f) Bidder's Federal ID Number

APPENDIX A (CONTINUED) TRANSMITTAL LETTER

(Refer to section 4.2 of this IFB)

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

(g) **Complete if applicable:** If 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 bidder is encouraged to provide information in narrative form indicating the anticipated air quality impact:

(h) I hereby commit to provide the services/products required by Williamson County in this bid.

(i) I further commit that this bid is valid for ninety (90) calendar days from the deadline for submittal of bid to Williamson County.

Print Name

Title

Authorized Signature

This Transmittal Letter must be signed by a person legally authorized to bind the Bidder to the representations in the Transmittal Letter and Bid (refer to section 3.4 of this IFB). In the case of a joint Bid, each party must sign the Transmittal Letter.

APPENDIX B PRICE SHEET

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

The undersigned Bidder, having become familiar with this IFB agrees to furnish the goods and/or services in accordance with this IFB.

2013 CAST IN PLACE CONCRETE BID ITEMS

BID ITEM	DESCRIPTION WITH UNIT PRICES IN WORDS	ESTIMATED QUANTITY	UNIT MEASURE	UNIT COST	PRICE
	RIPRAP (CONC)(5 IN)	200	CY		
	INLET (COMP)(DROP)(TY I)	5	EA		
	INLET (COMP)(DROP)(TY II)	5	EA		
	WINGWALL (FW-0)	500	SF		
	WINGWALL (FW-S)	300	SF		
	WINGWALL (PW)	300	SF		
	HEADWALL (CH-PW-0)(DIA= 18 IN)	4	EA		
	HEADWALL (CH-PW-0)(DIA= 24 IN)	4	EA		
	HEADWALL (CH-PW-0)(DIA= 36 IN)	4	EA		
	HEADWALL (CH-PW-0)(DIA= 48 IN)	4	EA		
	HEADWALL (CH-PW-S)(DIA= 18 IN)	4	EA		
	HEADWALL (CH-PW-S)(DIA= 24 IN)	4	EA		
	HEADWALL (CH-PW-S)(DIA= 36 IN)	4	EA		
	HEADWALL (CH-PW-S)(DIA= 48 IN)	4	EA		
	HEADWALL (CH-FW-0)(DIA= 18 IN)	4	EA		
	HEADWALL (CH-FW-0)(DIA= 24 IN)	4	EA		
	HEADWALL (CH-FW-0)(DIA= 36 IN)	4	EA		
	HEADWALL (CH-FW-0)(DIA= 48 IN)	4	EA		
	HEADWALL (CH-FW-30)(DIA= 18 IN)	4	EA		
	HEADWALL (CH-FW-30)(DIA= 24 IN)	4	EA		
	HEADWALL (CH-FW-30)(DIA= 36 IN)	4	EA		
	HEADWALL (CH-FW-30)(DIA= 48 IN)	4	EA		
	SET (TY II)(36 IN)(CMP)(3:1)(C)	5	EA		
	SET (TY II)(48 IN)(CMP)(3:1)(C)	3	EA		
	SET (TY II)(18 IN)(CMP)(3:1)(P)	30	EA		
	SET (TY II)(24 IN)(CMP)(3:1)(P)	20	EA		
	SET (TY II)(36 IN)(CMP)(3:1)(P)	15	EA		
	SET (TY II)(48 IN)(CMP)(3:1)(P)	5	EA		

	SET (TY II)(36 IN)(CMP)(4:1)(C)	5	EA		
	SET (TY II)(48 IN)(CMP)(4:1)(C)	3	EA		
	SET (TY II)(18 IN)(CMP)(4:1)(P)	30	EA		
	SET (TY II)(24 IN)(CMP)(4:1)(P)	20	EA		
	SET (TY II)(36 IN)(CMP)(4:1)(P)	15	EA		
	SET (TY II)(48 IN)(CMP)(4:1)(P)	5	EA		
	REMOVE & RE-LAY PIPE (18")	600	LF		
	REMOVE & RE-LAY PIPE (24")	500	LF		
	REMOVE & RE-LAY PIPE (36")	400	LF		
	REMOVE & RE-LAY PIPE (42")	200	LF		
	REMOVE & RE-LAY PIPE (48")	200	LF		
	LAYING PIPE (36")	400	LF		
	LAYING PIPE (48")	300	LF		
	REMOV STR (INLET)	5	EA		
	REMOV STR (SMALL)	5	EA		
	REMOV STR (LARGE)	1	EA		
	CONC CURB & GUTTER (TY I)	600	LF		
	CONC CURB & GUTTER (TY II)	600	LF		
	DRIVEWAYS (CONC)	120	SY		

APPENDIX B PRICE SHEET - CONTINUED

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐ I will offer the quoted prices to all authorized entities during the term of the County's contract.

☐ I will not offer the quoted prices to all authorized entities.

If no box is checked Bidder agrees to offer the quoted prices to all authorized entities.

The undersigned hereby certifies that he or she has read the terms of this IFB and understands that Williamson County reserves the right to waive any informality in or to reject any or all Bids.

Bidder

Name: _____

Address: _____

Telephone: _____

Fax: _____

Contact Name (please print): _____

Authorized Signature: _____

Title or Representative Capacity of Signer: _____

State of Incorporation/Organization or Primary Place of Business: _____

APPENDIX C BIDDER REFERENCES

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

Please list at least three (3) companies or governmental agencies where the same or similar goods and/or services as contained in this IFB package that were recently provided by Bidder.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

APPENDIX D CONFLICT OF INTEREST QUESTIONNAIRE
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

For Bidder or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For Bidder or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?
- ☐ Yes ☐ No
- B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?
- ☐ Yes ☐ No
- C. Is the filer of the questionnaire affiliated with a Corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
- ☐ Yes ☐ No
- D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7. Bidder
Name: _____
- Authorized Signature: _____
- Title or Representative Capacity of Signer: _____
- Date: _____, 20____

BIDDER MUST RETURN THIS APPENDIX COMPLETED WITH ITS BID

APPENDIX E BID AFFIDAVIT
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID
(refer to section 3.4 in this IFB)

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say:

"I, _____ (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Bidder*).

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name and Address of Bidder:

Fax: _____

Telephone#: _____

By: _____

Printed Name: _____

Title: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 20_____.

Notary Public in and for
the State of _____

APPENDIX F SIGNATURE PAGE
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID
(refer to section 3.4 of this IFB)

This Bid shall remain in effect for ninety (90) calendar days from Bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The Bidder agrees, if this Bid is accepted, to furnish any and all items upon which prices are offered, at the price and in accordance with the Specifications, Terms and Conditions contained in the IFB, and all other items made a part of this IFB.

The undersigned affirms that he or she is duly authorized to execute this Bid and that by executing this Bid, Bidder understands, acknowledges and agrees that the Bidder's Bid, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Bidder and Williamson County upon Contract Award. Bidder represents to Williamson County that Bidder has not prepared this Bid in collusion with any other Bidder, and that the contents of this Bid as to prices, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this Bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a Bid or not to submit a Bid thereon.

_____ Bidder (Entity Name)	_____ Signature
_____ Street & Mailing Address	_____ Print Name
_____ City, State & Zip	_____ Date Signed
_____ Telephone Number	_____ Fax Number
_____ E-mail Address	

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the bid.

Williamson County Purchasing

Address:

901 S Austin Ave
Georgetown, TX 78626

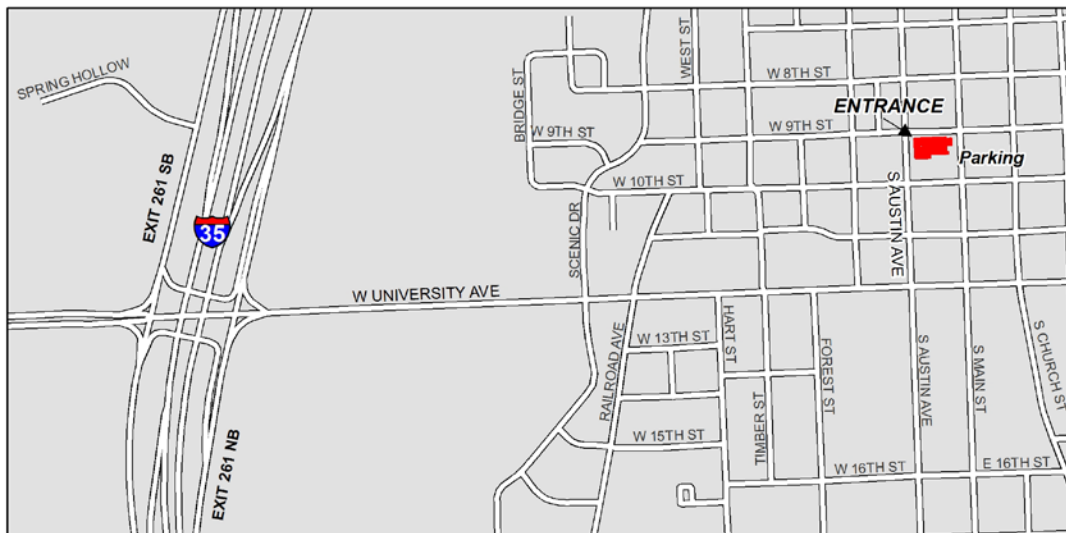
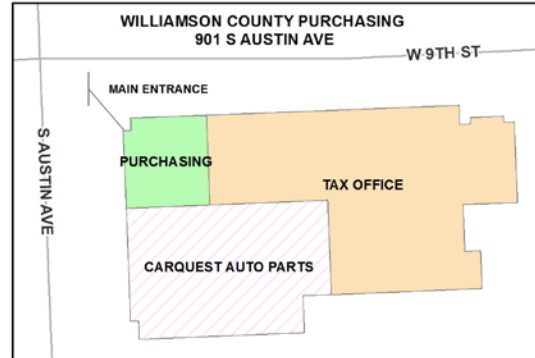
Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound
Exit 261
Take EXIT 261 toward TX-29/Burnet.
Take the 1st right onto W University Ave/TX-29
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

From North (Jarrell, Georgetown)

Take IH-35 Southbound
Exit 261
Turn left onto TX-29/W University Ave
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right



Commissioners Court - Regular Session

41.

Meeting Date: 07/16/2013

Reject IFB No 13IFB00127 Ready Mix Concrete

Submitted By: Brenda Fuller, Purchasing

Department: Purchasing

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Consider rejecting bids submitted for IFB#13IFB00127 Ready Mix Concrete for the Road & Bridge Division.

Background

It is the recommendation to reject this submittal and re-advertise to start the bid process over. Only one bid submittal was received which was unresponsive. Vendors were contacted in order to inquire about the reasons for their non-participation. The responses ranged from vendors being extremely busy and not interested in the work, to not being able to facilitate an on demand contract. Additional efforts are being made to reach out to vendors to gain participation in this bid.

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Brenda Fuller

Final Approval Date: 07/11/2013

Reviewed By

Bob Space

Wendy Coco

Date

07/11/2013 08:51 AM

07/11/2013 03:37 PM

Started On: 07/10/2013 02:18 PM

Meeting Date: 07/16/2013

: Authorizing Advertisement and setting date for IFB# 13IFB00134 Ready Mix Concrete for Road and Bridge.

Submitted By: Brenda Fuller, Purchasing

Department: Purchasing

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Consider authorizing advertising and setting date of August 06, 2013 at 11:00AM in the Purchasing Department to receive bids for IFB#13IFB00134 Ready Mix Concrete for Road & Bridge.

Background

This IFB is for the re-solicitation of Ready Mix Concrete for Road & Bridge. The initial term will be for six (6) months.

Attachments

Bid Package

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Brenda Fuller

Final Approval Date: 07/11/2013

Reviewed By

Bob Space

Wendy Coco

Date

07/11/2013 08:23 AM

07/11/2013 03:37 PM

Started On: 07/10/2013 02:21 PM



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 S. AUSTIN AVE.
GEORGETOWN, TEXAS 78626

<http://wilco-online.org/eBids/Bids.aspx>

INVITATION FOR BIDS (IFB)

READY MIX CONCRETE FOR WILLIAMSON COUNTY BID # 13IFB00134

**BIDS MUST BE RECEIVED ON OR BEFORE: August 06, 2013 –
11:00AM**

BIDS WILL BE PUBLICLY OPENED: August 06, 2013 – 11:00AM

BID SUBMISSION

Notice is hereby given that sealed Bids will be accepted by the Williamson County Purchasing Department for Bid # 13IFB00127, Ready Mix Concrete. Specifications for this Bid may be obtained from <http://wilco-online.org/eBids/Bids.aspx>.

Bids are to be addressed to the Williamson County Purchasing Agent, Bob Space, 901 S. Austin Ave. Georgetown, TX 78626, with the Bid number and Bid name marked on the outside of the envelope. Bidders should forward one (1) original, two (2) paper copies and one (1) CD copy of their Bid to the address shown below. Late Bids will be rejected as non-responsive. Bids will be publicly opened in the Williamson County Purchasing Department at the time and date indicated above. Bidders are invited to attend the sealed Bid opening.

BID NAME:	Ready Mix Concrete
BID NO:	13IFB00134
DUE DATE/TIME:	August 06, 2013, ON OR BEFORE 11:00 AM
MAIL OR DELIVER TO:	Williamson County Purchasing Department 901 S. Austin Ave. Georgetown, TX 78626

All Bidders interested in submitting a Bid are encouraged to attend the Pre-Bid conference on July 24, 2013 at 10:00 AM at 901 S. Austin Ave, Georgetown, TX 78626

Any questions, clarifications or requests for general information should be directed to the contact listed below.

Assistant Purchasing Agent or successor

Kerstin Hancock

901 S. Austin Ave.

Georgetown, TX 78626

khancock@wilco.org

Question submittals must be made via email, and are due by 5PM CST on July 31, 2013. 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 and updated on a daily basis to the Williamson County portal, <http://wilco-online.org/eBids/Bids.aspx>

It is the Bidder's responsibility to check with Williamson County's Purchasing Department prior to submitting your Bid to ensure that you have a complete, up-to-date package. The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information. Any addenda and/or other information relevant to the IFB will be posted on the Williamson County vendor portal at the following link:

<http://wilco-online.org/eBids/Bids.aspx>

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB. No negotiations or modifications to the Bids received will be allowed.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY
READ THE ENTIRE IFB**

READY MIX CONCRETE FOR WILLIAMSON COUNTY BID # 13IFB00134

WILLIAMSON COUNTY WILL NOT BE RESPONSIBLE FOR UNMARKED OR IMPROPERLY MARKED ENVELOPES

There is no expressed or implied obligation for Williamson County (sometimes referred to herein as the "County") to reimburse Bidders for any expense incurred in preparing a Bid in response to this IFB and Williamson County will not reimburse Bidders for these expenses.

All Bids must be received in the Williamson County Purchasing Department before the opening, which will be on the date and at the time set forth on page 1. Bids received after the submittal deadline will be considered void and unacceptable and returned to the Bidder unopened. Williamson County is not responsible for lateness or non-delivery of mail, carrier, etc. The date and time stamp of the Williamson County Purchasing Department shall be the official date and time of receipt.

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.

The **Bidder's Bid, all IFB requirements and Submittal Checklist** should be completed prior to submission. Failure to fully complete forms/affidavits and return the documentation required by this IFB may, at Williamson County's sole discretion, render your Bid null and void. Bids will be publicly opened and read aloud in the Williamson County Purchasing Department, 901 S. Austin Ave., Georgetown, Texas 78626.

**HOURS FOR THE WILLIAMSON COUNTY PURCHASING DEPARTMENT ARE 8:00 AM – 12:00 PM
AND 1:00 PM – 5:00 PM CENTRAL TIME (PURCHASING DEPARTMENT IS CLOSED DURING
LUNCH FROM 12:00PM – 1:00PM), MONDAY – FRIDAY, EXCLUDING COUNTY HOLIDAYS**

Tentative Schedule of Events

Issuance of IFB	July 16, 2013
Pre-Bid Conference	July 24, 2013
Deadline to Submit Questions	July 31, 2013
Bid Submission Deadline (Late Bids will not be considered)	August 06, 2013
Evaluation of Bids	August 07, 2013
Possible Recommendation for Contract Award	Aug 13, 2013

PRE-BID INSPECTION

To the extent necessary and prior to the submittal, Bidders are strongly encouraged to visually inspect and be familiar with all goods and/or services for which they intend to submit a Bid. If in the Pre-Bid inspection the Bidder determines any discrepancies, he/she/it should inform the Williamson County Purchasing Department.

1. INTRODUCTION TO BIDDERS

This IFB is to receive Bids from qualified Bidders regarding the goods and/or services which Williamson County seeks to procure under this IFB.

2. DEFINITIONS, TERMS AND CONDITIONS

2.1 DEFINITIONS

- a. "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.
- b. "Agreement" – The Successful Bidder may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and Bidder's Bid. Such ensuing Agreement(s) shall contain the Bid Specifications, Terms and Conditions that are derived from the IFB.
- c. "Contract" – This IFB and the Bid of the Successful Bidder shall become a contract between the Successful Bidder and Williamson County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.
- d. "Bid Documents" – The Legal Notice, IFB including attachments, and any Addenda issued by Williamson County prior to the consideration of any Bids.
- e. "Bid" – Is a complete, properly signed Bid submitted in accordance with this IFB which is irrevocable during the specified period for evaluation and acceptance of Bids.
- f. "Bidder" – A person or entity who submits a Bid in response to this IFB.
- g. "IFB" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h. "Successful Bidder" – The responsible Bidder to whom Williamson County intends to award the Contract.

2.2 TERMS AND CONDITIONS

2.2.1 Venue and Governing Law

Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any ensuing Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any ensuing Agreement is governed by the laws of the United States, this IFB, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

2.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the IFB and its Addenda; and (2) the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the IFB and its Addenda; and (2) the Bidder's Bid.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between (1) terms and conditions of the ensuing Agreement, (2) the IFB,

and its Addenda; and (3) the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement, (2) the IFB; and (3) the Bidder's Bid.

2.2.3 Ownership of Bid

Each Bid shall become the property of Williamson County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

2.2.4 Disqualification of Bidder

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Bidder has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if Williamson County believes that collusion exists among the Bidders.

2.2.5 Funding

County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

2.2.6 Assignment, Successors and Assigns

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

2.2.7 Implied Requirements

Products and services not specifically described or required in the IFB, but which are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

2.2.8 Termination

- a. **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Bidder breaches any of the IFB Specifications, Terms and Conditions, including warranties of Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.
- b. **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon thirty (30) calendar day's written notice to Successful Bidder. In the event Williamson County exercises its right to terminate without cause, it is

understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

2.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction. In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

2.2.10 Proprietary Information and Texas Public Information Act

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid 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 Williamson 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 Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson 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 Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2.2.11 Right to Audit

Successful Bidder agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and

records of Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Bidder agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Successful Bidder reasonable advance notice of intended audits.

2.2.12 Testing and Inspections

Williamson County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Bidder to be in breach and terminate the Contract and/or any ensuing Agreement(s).

2.2.13 Bid Preparation Cost

Cost of developing Bids is entirely the responsibility of Bidders and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Bidders for any expense incurred in preparing a Bid in response to this IFB and Williamson County will not reimburse Bidders for such expenses.

2.2.14 INDEMNIFICATION

SUCCESSFUL BIDDER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF BIDDER OR ANY OF BIDDER'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE BIDDER'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL BIDDER ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL BIDDER FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL BIDDER'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).

SUCCESSFUL BIDDER SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL BIDDER IN THE DEFENSE OF EACH MATTER. SUCCESSFUL BIDDER'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S) UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, BIDDER SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF BIDDER ARE NOT AT ISSUE IN THE MATTER.

Successful Bidder's indemnification shall cover, and Successful Bidder agrees to indemnify Williamson County, in the event Williamson County is found to have been negligent for having selected Successful Bidder to perform the work described in this request. The provision by Successful Bidder of insurance shall not limit the liability of Successful Bidder under the Contract and/or any ensuing Agreement.

2.2.15 Waiver of Subrogation

Successful Bidder and Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any ensuing Agreement.

2.2.16 Relationship of the Parties

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give County the right to direct the Successful Bidder as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Bidder shall follow the desires of County in the results of the work only. County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of County, and that the Successful Bidder and its employees, agents and sub-contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by County.

2.2.17 Sole Provider

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

2.2.18 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

2.2.19 Severability

If any provision of this IFB, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render

unenforceable any other provision thereof, but rather the entire IFB, Contract or any ensuing 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 IFB, the Contract or any ensuing 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 IFB, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

2.2.20 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

2.2.21 Notice

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

Williamson County Purchasing Department
Bob Space, Purchasing Agent (or successor)
901 S. Austin Ave.
Georgetown, Texas 78626

Bidder:

Address set out in Bidder's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) calendar day following mailing, whichever occurs first.

2.2.22 Sales and Use Tax Exemption

Williamson County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

2.2.23 Compliance with Laws

Williamson County and Successful Bidder 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 the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

2.2.24 Incorporation of Exhibits, Appendices and Attachments

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein.

2.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson 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.

2.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

2.2.27 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness of County for which County 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 the Contract and any ensuing 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 to the Successful Bidder at the end of its then-current fiscal year.

2.2.28 FOB – Destination

To the extent applicable to this IFB, 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 Bid, 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 Destination point.

2.2.29 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

2.2.30 Assignment

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

2.2.31 Safety

Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

2.2.32 General Obligations and Reliance

Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. Successful Bidder agrees and acknowledges that County is relying on Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of County in accordance with County's requirements and procedures. Successful Bidder's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

2.2.33 Estimated Quantities

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB 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.

2.2.34 Contractual Development

The contents of the IFB and the selected Bid will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Bidder must agree to inclusion in an ensuing Agreement of the Bid Specifications, Terms and Conditions of this IFB.

2.2.35 Survivability

All applicable agreements that were entered into between Successful Bidder and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

2.2.36 Air Quality

In determining the overall best Bid, the County may, to the extent applicable, exercise the following option granted to local governments under the Texas Local Government Code.

Option – TLGC § 271.907. This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder 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 is encouraged to provide information in narrative form indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

2.2.37 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Bidder and County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Bidder and County.

2.2.38 Payment

Unless specified otherwise in this IFB or an ensuing Agreement, the following provision shall control the County's method of payment:

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue 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 an error appears in an invoice submitted by Successful Bidder, County shall notify Successful Bidder of the error not later than the twenty first (21st) day after the Date County receives the invoice. If the error is resolved in favor of Successful Bidder, Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Successful Bidder 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 Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org, 512-943-1500.

2.2.39 Economic Adjustment

To the extent applicable to this IFB, the Successful Bidder may submit a request for a contract pricing adjustment for approval by the County if the Bidder can show just cause substantiating an adjustment. The requested adjustment must be for goods and/or services and in no way

represent an increase in the Bidder's profits, labor or other overhead. The Bidder's request must include evidence in the form of a certified statement or affidavit from the supplier or manufacturer detailing the price adjustment, the effective date for the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.

An adjustment request will not become effective until after approval of the Williamson County Commissioners Court. Until then, the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Department reserves the right to seek competition from other sources.

Any goods or services delivered by the Successful Bidder at a not agreed upon price are done so at the Successful Bidder's risk.

Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests.

2.2.40 Contractual Formation and Ensuing Agreement

The IFB and the Bidder's Bid, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Bidder and Williamson County. The Successful Bidder may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and Bidder's Bid.

2.2.41 Initial Contract Term

The Successful Bidder shall provide the goods and/or services described herein for an initial term beginning on the date of Commissioners' Court award and continue for six (6) months thereafter.

2.2.42 Contract Extensions

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. If approved, this extension will be in six (6) month increments for up to an additional twelve (12) months, with the terms and conditions remaining the same. The total period of this Contract, including all extensions will not exceed a maximum combined period of Eighteen (18) months. The extension of this Contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Successful Bidder may elect to terminate this Contract, with no additional liability to the County. The County and the Successful Bidder agree that termination shall be the Successful Bidder's sole remedy under this circumstance.

2.2.43 Cooperative Purchasing Program

During the term of the Contract resulting from this IFB, Williamson County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this Invitation to Bid is subject to a properly authorized Purchasing Cooperative Interlocal Agreement with Williamson County. Any liability created by Purchase Orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

2.2.44 Insurance Requirements

By signing its Bid, the Successful Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement, at Successful Bidder's cost, insurance in accordance with this provision.

Successful Bidder will be required to submit Certificates of Insurance **prior to being recommended for award of the Contract.**

All certificates of insurance coverage as specified below must be provided to the following address:

- Williamson County
- 901 S. Austin Ave.
- Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement between the Successful Bidder and County.

The following coverage limits shall be required at a minimum:

- A. Worker's Compensation Statutory – Texas Law

- ### B. Employer's Liability:

Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit

- C. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	\$1,000,000	\$1,000,000

Aggregate policy limits: \$1,000,000

- D. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits:	No aggregate limit	

- E. Umbrella Coverage: \$1,000,000

Successful Bidder's property will not be covered by any insurance that may be carried by Williamson County. Successful Bidder assumes the risk of loss on its contents and property that are situated on/in/around Williamson County property. The Successful Bidder is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Bidder.

The deductible for an insurance policy required hereunder shall not exceed \$100,000. **Williamson County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Bidder shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Bidder shall not allow any subcontractor(s) to commence work to be performed in until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of 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. Successful Bidder shall furnish County with a certification of coverage issued by the insurer. Successful Bidder 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) CALENDAR 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 agreed to and hereby acknowledged by the Successful Bidder, that no provision of this Contract or any ensuing Agreement shall be construed to require the County 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 hereunder 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 Contract or any ensuing Agreement.

2.2.45 Workers' Compensation Coverage Requirements

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 such as Williamson County. The rule requires Williamson County 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 the 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 be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following address prior to being recommended for award of the contract:

Williamson County
901 S. Austin Ave.
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. 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 (800) 372-7713.

A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

- (1) Certificate of coverage (certificate)--A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation 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 (including those subject to a coverage agreement) providing services on a project, for the duration of the project.
- (2) Building or construction--Has the meaning defined in the Texas Labor Code, §406.096(e)(1).
- (3) Contractor--A person bidding for or awarded a building or construction project by Williamson County.
- (4) Coverage--Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (5) Coverage agreement--A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.
- (6) Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by Williamson County.
- (7) 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.
- (8) Project--Includes the provision of all services related to a building or construction contract for Williamson County.

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 workers compensation coverage to Williamson County 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 Williamson County showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to Williamson County:

- (1) a certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven 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 Williamson County 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 Williamson County 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 Williamson County 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 Williamson County to declare the Contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from Williamson County.

3. INSTRUCTIONS AND GENERAL REQUIREMENTS

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the **Bid Specifications, Addenda issued as a part of this IFB and Modifications issued as a part of this IFB**. Be sure your Bid package is complete.

3.1 Ambiguity, Conflict, or other Errors in the IFB

If Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, Bidder shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Bidder fails to notify Williamson County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to Bidder, or an error or ambiguity that reasonably should have been known to Bidder, then Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the IFB, no later than 48 hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

3.2 Notification of Most Current Address

Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Bids.

3.3 Bid Preparation Cost

Cost of developing Bids is entirely the responsibility of Bidders and shall not be charged to Williamson County.

3.4 Signature of Bidder

A Transmittal Letter, which shall be considered an integral part of the Bid, shall be signed by an individual who is authorized to bind the Bidder contractually.

If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, **a power of attorney or equivalent document** must be submitted to the Williamson County Purchasing Department **prior to being recommended for award of the bid.**

3.5 Assumed Business Name

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same **prior to being recommended for award of the contract**.

3.6 Bid Obligation

The contents of the IFB, Bid and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing Agreement.

3.7 Compliance with IFB Specifications

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of Williamson County, result in disqualification.

3.8 Withdrawal of Bid

The Bidder may withdraw its Bid by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Bidder may thereafter submit a new Bid prior to the deadline. Modification or withdrawal of the Bid in any manner will not be considered if submitted after the deadline.

3.9 Evaluation/Award

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the BID process) that might affect Williamson County's judgment as to the appropriateness of an award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, Williamson County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation then in evaluation, or any future solicitation.

Communication between Bidder and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

Williamson County reserves the right to award a Contract in whole to one Bidder or to award a contract on each separate item or combination of items as may be most advantageous to the County. A primary, secondary, third and/or subsequent award ***may*** be made for this IFB. 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.

To award the lowest responsible bidder in accordance with Texas Government Code Subchapters B and C, the County may consider:

- Price
- Bidder's experience and reputation

- Quality of the Bidder's goods and/or services
- Bidder's safety record
- Bidder's proposed personnel
- Bidder's financial capabilities
- Any other relevant factors specifically listed in the IFB

Consideration of Location of Principal Office

Pursuant to Texas Local Government Code Section 271.905, in purchasing under this title any real property or personal property that is not affixed to real property, if Williamson County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three percent (3%) of the lowest bid price received by Williamson County from a Bidder who is not a resident of Williamson County, Williamson County may enter into a contract with:

- (1) the lowest Bidder; or
- (2) the Bidder whose principal place of business is in Williamson County if the Williamson County Commissioners Court determines, in writing, that the local Bidder offers Williamson County the best combination of contract price and additional economic development opportunities for Williamson County created by the contract award, including the employment of residents of Williamson County and increased tax revenues to Williamson County.

This consideration does not prohibit Williamson County from rejecting all Bids.

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 goods and/or services covered in this IFB, 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.

Awards should be made approximately thirty (30) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://wilco-online.org/eBids/Bids.aspx>

3.10 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; and
- 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.

3.11 Firm Pricing

For unit price items, 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. Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period. 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.

3.12 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.13 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.

3.14 References

Williamson County may require Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm if Bidder has not done business with the County within the past five (5) years. The name of firm, address, phone number and name of a representative to contact must be provided.

4. BID FORMAT AND SUBMISSION

4.1 Organization of Bid Contents for Submittal

Each Bid should be organized and be submitted in the order described below:

- a. Transmittal Letter;
- b. Bid Submittal Checklist;
- c. Price Sheets, (Appendix B of IFB)
- e. References: Identification of three (3) references for which the Bidder is providing or has provided the services and/or goods of the type requested, including the name, position, and telephone number of a contact person at each entity (Appendix C of IFB)
- f. Conflict of Interest Questionnaire (Appendix D of IFB)
- g. Bid Affidavit (Appendix E of IFB)
- h. Signature Page (Appendix F of IFB)

4.2 Transmittal Letter

The Bidder must submit a Transmittal Letter that provides the following:

- a. Name and address of individual or business entity submitting the Bid;
- b. Bidder's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.);
- c. Place of incorporation or organization, if applicable;
- d. Name and location of major offices and other facilities that relate to the Bidder's performance under the terms of this IFB;
- e. Name, address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB;
- f. The Bidder's Federal Employer Identification Number;
- g. A commitment by the Bidder to provide the services required by Williamson County;
- h. A statement that the Bid is valid for ninety (90) calendar days from the deadline for submittal of Bids to Williamson County (Any Bid containing a term of less than ninety (90) calendar days for acceptance, may at Williamson County's sole discretion, be rejected as non-responsive.);
- i. 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 is encouraged to provide information in narrative form indicating the anticipated air quality impact.

The Transmittal Letter must be signed by a person legally authorized to bind the Bidder to the representations in the Transmittal Letter and Bid (refer to section 3.4 of this IFB). In the case of a joint Bid, each party must sign the Transmittal Letter.

4.3 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 amended.

As of January 1, 2006, Bidders are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the Williamson County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/taBid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. Examples of potential conflicts may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this IFB. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement. The Conflict of Interest Statement is attached as an Appendix to this IFB and must be completed, signed, and submitted with your Bid.

4.4 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.

4.5 Bid Submittal Deadline

The Bid is due no later than the submittal date and time set forth on Page 1 of this IFB, and must include each item identified on the Bid Submittal Checklist page of this IFB.

4.6 Delivery of Bids

All Bids are to be delivered on or before the submittal deadline, as noted on Page 1 of this IFB, to:

Williamson County Purchasing Department
Bob Space, Purchasing Agent (or successor)
901 S. Austin Ave.
Georgetown, Texas 78626

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

Williamson County will not accept any responsibility for Bids being delivered by third party carriers.

Bidder should submit one (1) original, two (2) paper copies and one (1) CD copy of the Bid. Bids will be opened publicly in a manner to avoid public disclosure of contents; however, names of Bidders will be read aloud.

Bidders should list the Bid Number on the outside of the box or envelope and note "Sealed Bid Enclosed."

**FAILURE BY BIDDER TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION
OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS BID.**

5. BID SPECIFICATIONS

5.1

General Notes and Technical Specifications Ready Mix Concrete - 2013

Definition of Terms

- **County:** Williamson County acting through the Williamson County Road and Bridge Division.
- **Contractor:** Successful Bidder of the attached Invitation for Bid.
- **CRSQC** – The Texas Department of Transportation's Concrete Rated Source Quality Catalog.
- **DMS** – The Texas Department of Transportation's Departmental Material Specifications.
- **Engineer:** Williamson County Director of Road and Bridge, or designee.
- **Inspector:** Engineer's designee assigned full, or part, time to the contractor's crew for the oversight of the work.
- **Specifications:** Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2004.
- **TxDOT:** Texas Department of Transportation.

Control of Materials

Source Control. Contractor shall use only materials that meet Contract requirements. Unless otherwise specified or approved, Contractor shall use new materials for the work. Contractor shall secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials may be approved at a supply source or staging area but are subject to reinspection by the County.

The Contractor shall submit the following test reports from an approved independent testing laboratory, providing the proposed materials' compliance and adequacy.

Cement (conforming to DMS-4600)

Supplementary Cementing Materials (conforming to DMS-4610, DMS-4620, DMS-4630, and/or DMS-4635)

Water

Aggregate (must be listed in the department's CRSQC)

Contractor shall submit general plant mix designs for Class A, B, C, D and S concrete if awarded the contract.

Material Quality. Contractor shall correct or remove materials that fail to meet the contract requirements.

Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. If materials are rejected, Contractor shall immediately remove and replace rejected materials.

If the Contractor does not comply with this Article, the County may remove and replace defective material and the cost of testing, removal, and replacement will be deducted from an invoice presented to the County for payment.

Manufacturer Warranties. Contractor shall transfer to the County warranties and guarantees required by the Contract or received as part of normal trade practice.

Plant Inspection and Testing. The Engineer may, but is not obligated to, inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements. Materials produced under County inspection are for County use only unless released in writing by the Engineer.

If inspection takes place at the plant, Contractor shall meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection.
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.

The Engineer may provide inspection for periods other than daylight hours if:

- Continuous production of materials for County use is necessary due to the production volume being handled at the plant, and
- The lighting is adequate to allow satisfactory inspection.

General Notes

All work performed and all products furnished under the provision of the Contract shall comply with requirements which pertain to the various items of work included as *Standard Specifications for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted June 1, 2004, and as amended and/or updated, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TxDOT specification, the specification set out herein shall control and govern.

Contractor shall have enough hauling capacity in its concrete truck fleet to meet scheduled work. Should contractor not be able to deliver concrete in a timely manner, County will seek material from another supplier.

Care shall be exercised to prevent damage to all property in and around the construction zone. The Contractor shall be liable for the repair and restoration of any property damaged as a result of the contractor's prosecution of the work. This shall include, but is not limited to, re-vegetation of all areas damaged or destroyed by delivery

of concrete. Contractor will be held liable and responsible for such areas until growth is reestablished to the satisfaction of the County.

Ornamental landscape plantings of trees, shrubs and grasses that are damaged or destroyed during construction shall be replaced with plant material of comparable size and quality approved by the County.

ITEM 421 – Hydraulic Cement Concrete

The specifications are amended by special provision 421—035.

Overdesign requirements, as defined in section 421.4 (A) Table 6 of the specifications, for compressive strength in non-structural elements are waived.

Minimum air entrainment requirements, as defined in section 421.4 (A) 2 Table 7 of the specifications, for all classes of concrete, except S, CO and DO, are waived.

Contractor shall submit general plant mix designs for Class A, B, C, D and S concrete if awarded the contract.

5.2 Scope of Services

Williamson County is seeking qualified suppliers for the purchase and delivery of Class A, B, C, D and S concrete.

5.3 Additional Requirements

SPECIAL PROVISION**421---035****Hydraulic Cement Concrete**

For this project, Item 421, "Hydraulic Cement Concrete," of the Standard Specifications is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 421.2.D. Water, Table 1. Chemical Limits for Mix Water is voided and replaced by the following:

Table 1
Chemical Limits for Mix Water

Contaminant	Test Method	Maximum Concentration (ppm)
Chloride (Cl)	ASTM C 114	
Prestressed concrete		500
Bridge decks and superstructure		500
All other concrete		1,000
Sulfate (SO ₄)	ASTM C 114	2,000
Alkalies (Na ₂ O + 0.658K ₂ O)	ASTM C 114	600
Total Solids	ASTM C 1603	50,000

Article 421.2.B. Supplementary Cementing Materials (SCM) is supplemented with the following:

- 6. Modified Class F Fly Ash (MFFA).** Furnish MFFA conforming to DMS-4610, "Fly Ash."

Article 421.2.D. Water, Table 2. Acceptance Criteria for Questionable Water Supplies is voided and replaced by the following:

Table 2
Acceptance Criteria for Questionable Water Supplies

Property	Test Method	Limits
Compressive strength, min. % control at 7 days	ASTM C 31, ASTM C 39 ^{1,2}	90
Time of set, deviation from control, h:min.	ASTM C 403 ¹	From 1:00 early to 1:30 later

1. Base comparisons on fixed proportions and the same volume of test water compared to the control mix using 100% potable water or distilled water.
2. Base comparisons on sets consisting of at least two standard specimens made from a composite sample.

Article 421.2.E.1 Coarse Aggregate. The fourth paragraph is voided and replaced by the following:

Unless otherwise shown on the plans, provide coarse aggregate with a 5-cycle magnesium sulfate soundness when tested in accordance with Tex-411-A of not more than 25% when air

entrainment is waived and 18% when air entrainment is not waived. Crushed recycled hydraulic cement concrete is not subject to the 5-cycle soundness test.

Article 421.2.E.2 Fine Aggregate. The fifth paragraph is voided and replaced by the following:

Acid insoluble (%) = $\{(A1)(P1)+(A2)(P2)\}/100$

where:

A1 = acid insoluble (%) of aggregate 1

A2 = acid insoluble (%) of aggregate 2

P1 = percent by weight of aggregate 1 of the fine aggregate blend

P2 = percent by weight of aggregate 2 of the fine aggregate blend

Article 421.2.E.2. Fine Aggregate. The final paragraph is voided and replaced by the following:

For all classes of concrete, provide fine aggregate with a fineness modulus between 2.3 and 3.1 as determined by Tex-402-A.

Article 421.2.E. Aggregate is supplemented by the following:

- 4. Intermediate Aggregate.** When necessary to complete the concrete mix design, provide intermediate aggregate consisting of clean, hard, durable particles of natural or lightweight aggregate or a combination thereof. Provide intermediate aggregate free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, and containing no more than 0.5% clay lumps by weight in accordance with Tex-413-A.

If more than 30% of the intermediate aggregate is retained on the No. 4 sieve, the retained portion must meet the following requirements:

- must not exceed a wear of 40% when tested in accordance with Tex-410-A.
- must have a 5-cycle magnesium sulfate soundness when tested in accordance with Tex-411-A of not more than 25% when air entrainment is waived and 18% when air entrainment is not waived.

If more than 30% of the intermediate aggregate passes the 3/8" sieve, the portion passing the 3/8" sieve must not show a color darker than standard when subjected to the color test for organic impurities in accordance with Tex-408-A and must have an acid insoluble residue, unless otherwise shown on the plans, for concrete subject to direct traffic equal to or greater than the value calculated with the following equation:

$$AI_{ia} \geq \frac{60 - (AI_{fa})(P_{fa})}{(P_{ia})}$$

where:

AI_{fa} = acid insoluble (%) of fine aggregate or fine aggregate blend

P_{fa} = percent by weight of the fine aggregate or fine aggregate blend as a percentage of the total weight of the aggregate passing the 3/8" sieve in the concrete mix design

P_{ia} = percent by weight of the intermediate aggregate as a percentage of the total weight of the aggregate passing the 3/8" sieve in the concrete mix design

Article 421.2.F. Mortar and Grout is supplemented by the following:

Section 421.4.A.6, "Mix Design Options," does not apply for mortar and grout.

Article 421.3.A. Concrete Plants and Mixing Equipment is supplemented by the following:

When allowed by the plans or the Engineer, for concrete classes not identified as structural concrete in Table 5 or for Class C concrete not used for bridge-class structures, the Engineer may inspect and approve all plants and trucks in lieu of the NRMCA or non-Department engineer sealed certifications. The criteria and frequency of Engineer approval of plants and trucks is the same used for NRMCA certification.

Article 421.3.A.2. Volumetric Mixers is supplemented by the following:

Unless allowed by the plans or the Engineer, volumetric mixers may not supply classes of concrete identified as structural concrete in Table 5.

Article 421.4.A Classification and Mix Design. The first paragraph is voided and replaced by the following:

Unless a design method is indicated on the plans, furnish mix designs using ACI 211, "Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete," Tex-470-A, or other approved procedures for the classes of concrete required in accordance with Table 5. Perform mix design and cement replacement using the design by weight method unless otherwise approved. Do not exceed the maximum water-to-cementitious-material ratio.

Article 421.4.A. Classification and Mix Design, Table 5 Concrete Classes is voided and replaced by the following:

Table 5
Concrete Classes

Class of Concrete	Design Strength, Min. 28-day f'_c (psi)	Maximum W/C Ratio ¹	Coarse Aggregate Grades ^{2,3}	General Usage ⁴
A	3,000	0.60	1-4, 8	Inlets, manholes, curb, gutter, curb & gutter, conc. retards, sidewalks, driveways, backup walls, anchors
B	2,000	0.60	2-7	Riprap, small roadside signs, and anchors
C ⁵	3,600	0.45	1-6	Drilled shafts, bridge substructure, bridge railing, culverts except top slab of direct traffic culverts, headwalls, wing walls, approach slabs, concrete traffic barrier (cast-in-place)
C(HPC) ³	3,600	0.45	1-6	As shown on the plans
D	1,500	0.60	2-7	Riprap
E	3,000	0.50	2-5	Seal concrete
F ⁵	Note 6	0.45	2-5	Railroad structures; occasionally for bridge piers, columns, or bents
F(HPC) ³	Note 6	0.45	2-5	As shown on the plans
H ⁵	Note 6	0.45	3-6	Prestressed concrete beams, boxes, piling, and concrete traffic barrier (precast)
H(HPC) ³	Note 6	0.45	3-6	As shown on the plans
S ³	4,000	0.45	2-5	Bridge slabs, top slabs of direct traffic culverts

Class of Concrete	Design Strength, Min. 28-day f'_c (psi)	Maximum W/C Ratio ¹	Coarse Aggregate Grades ^{2,3}	General Usage ⁴
S(HPC) ⁵	4,000	0.45	2-5	As shown on the plans
P	See Item 360	0.45	2-3	Concrete pavement
DC ⁵	5,500	0.40	6	Dense conc. overlay
CO ⁵	4,600	0.40	6	Conc. overlay
LMC ⁵	4,000	0.40	6-8	Latex-modified concrete overlay
SS ⁵	3,600 ⁷	0.45	4-6	Slurry displacement shafts, underwater drilled shafts
K ⁵	Note 6	0.45	Note 6	Note 6
HES	Note 6	0.45	Note 6	Note 6

1. Maximum water-cement or water-cementitious ratio by weight.

2. Unless otherwise permitted, do not use Grade 1 coarse aggregate except in massive foundations with 4-in. minimum clear spacing between reinforcing steel bars. Do not use Grade 1 aggregate in drilled shafts.

3. Unless otherwise approved, use Grade 8 aggregate in extruded curbs.

4. For information only.

5. Structural concrete classes.

6. As shown on the plans or specified.

7. Use a minimum cementitious material content of 650 lb/cy of concrete. Do not apply Table 6 over design requirements to Class SS concrete.

Article 421.4.A. Classification and Mix Design, Table 6 Over Design to Meet Compressive Strength Requirements. Footnote 3 is supplemented by the following:

For Class K and concrete classes not identified as structural concrete in Table 5 or for Class C concrete not used for bridge-class structures, the Engineer may designate on the plans an alternative over-design requirement up to and including 1,000 psi for specified strengths less than 3,000 psi and up to and including 1,200 psi for specified strengths from 3,000 to 5,000 psi.

Article 421.4.A.1. Cementitious Materials is supplemented by the following:

The upper limit of 35% replacement of cement with Class F fly ash specified by mix design Options 1 and 3 may be increased to a maximum of 45% for mass placements, high performance concrete, and precast members when approved.

Article 421.4.A.3. Chemical Admixtures is supplemented by the following:

When a corrosion-inhibiting admixture is required, use a 30% calcium nitrite solution. The corrosion-inhibiting admixture must be set neutral unless otherwise approved. Dose the admixture at the rate of gallons of admixture per cubic yard of concrete shown on the plans.

Article 421.4.A.4 Air Entrainment is voided and replaced by the following:

Air entrain all concrete except for Class B and concrete used in drilled shafts unless otherwise shown on the plans. Unless otherwise shown on the plans, target an entrained air content of 4.0% for concrete pavement and 5.5% for all other concrete requiring air entrainment. To meet the air-entraining requirements, use an approved air-entraining admixture. Unless otherwise shown on the plans, acceptance of concrete loads will be based on a tolerance of $\pm 1.5\%$ from the target air content. If the air content is more than 1.5 but less than 3.0% above the target air, the concrete

may be accepted based on strength tests. For specified concrete strengths above 5,000 psi, a reduction of 1% is permitted.

Article 421.4.A Table 7 Air Entrainment is voided.

Article 421.4.A.6. Mix Design Options. The first and second paragraphs are voided and replaced by the following:

For structural concrete identified in Table 5 and any other class of concrete designed using more than 520 lb. of cementitious material per cu. yd., use one of the mix design Options 1–8 shown below, unless otherwise shown on the plans.

For concrete classes not identified as structural concrete in Table 5 and designed using less than 520 lb. of cementitious material per cu. yd., use one of the mix design Options 1–8 shown below, except that Class C fly ash may be used instead of Class F fly ash for Options 1, 3, and 4 unless sulfate-resistant concrete is shown on the plans.

Do not use mix design Options 6 or 7 when High Performance Concrete (HPC) is required. Option 8 may be used when HPC is required provided: a minimum of 20% of the cement is replaced with a Class C fly ash; Tex-440-A, “Initial Time of Set of Fresh Concrete” is performed during mix design verification; the additional requirements for permeability are met; and the concrete is not required to be sulfate-resistant.

Article 421.4.A.6.b. Option 2 is voided and replaced by the following:

b. Option 2. Replace 35 to 50% of the cement with GGBFS or MFFA.

Article 421.4.A.6.c. Option 3 is voided and replaced by the following:

c. Option 3. Replace 35 to 50% of the cement with a combination of Class F fly ash, GGBFS, MFFA, UFFA, metakaolin, or silica fume; however, no more than 35% may be fly ash, and no more than 10% may be silica fume.

Article 421.4.A.6.f. Option 6 is voided and replaced by the following:

f. Option 6. Use lithium nitrate admixture at a minimum dosage determined by testing conducted in accordance with Tex-471-A, “Lithium Dosage Determination Using Accelerated Mortar Bar Testing.” Before use of the mix, provide an annual certified test report signed and sealed by a licensed professional engineer, from a laboratory on the Department’s List of Approved Lithium Testing Laboratories, certified by the Construction Division as being capable of testing according to Tex-471-A, “Lithium Dosage Determination Using Accelerated Mortar Bar Testing.”

Article 421.4.A.6.g. Option 7 is voided and replaced by the following:

g. Option 7. When using hydraulic cement only, ensure that the total alkali contribution from the cement in the concrete does not exceed 3.5 lb. per cubic yard of concrete when calculated as follows:

$$\text{lb. alkali per cu. yd.} = \frac{(\text{lb. cement per cu. yd.}) \times (\% \text{ Na}_2\text{O equivalent in cement})}{100}$$

In the above calculation, use the maximum cement alkali content reported on the cement mill certificate.

Do not use Option 7 when any of the aggregates in the concrete are listed on the Department's List of Aggregate Sources Excluded from Option 7 ASR Mitigation.

Article 421.4.A.6.h. Option 8 is voided and replaced by the following:

h. Option 8. For any deviations from Options 1–5, perform annual testing on coarse, intermediate, and fine aggregate separately in accordance with ASTM C 1567. Before use of the mix, provide a certified test report signed and sealed by a licensed professional engineer, from a laboratory on the Department's List of Approved ASTM C 1260 Laboratories, demonstrating that the ASTM C 1567 test result for each aggregate does not exceed 0.08% expansion at 14 days.

Do not use Option 8 when any of the aggregates in the concrete are listed on the Department's List of Aggregate Sources Excluded from Option 8 ASR Mitigation. When HPC is required, provide a certified test report signed and sealed by a licensed professional engineer demonstrating that AASHTO T 277 test results indicate the permeability of the concrete is less than 1,500 coulombs tested immediately after either of the following curing schedules:

- Moist cure specimens 56 days at 73°F.
- Moist cure specimens 7 days at 73°F followed by 21 days at 100°F.

Article 421.4.B. Trial Batches is supplemented by the following:

Once a trial batch substantiates the mix design, the proportions and mixing methods used in the trial batch become the mix design of record.

Article 421.4.B. Trial Batches. The fourth sentence of the second paragraph is voided and replaced by the following:

Test at least one set of design strength specimens, consisting of two specimens per set, at 7-day, 28-day, and at least one additional age.

Article 421.4.D. Measurement of Materials, Table 9 is voided and replaced by the following:

Table 9 Measurement Tolerances – Non-Volumetric Mixers	
Material	Tolerance (%)
Cement, wt.	-1 to +3
SCM wt.	-1 to +3
Cement + SCM (cumulative weighing), wt.	-1 to +3
Water, wt. or volume	±3
Fine aggregate, wt.	±2
Coarse aggregate, wt.	±2
Fine + coarse aggregate (cumulative weighing), wt.	±1
Chemical admixtures, wt. or volume	±3

Article 421.4.E. Mixing and Delivering Concrete. The first paragraph is supplemented with the following:

Do not top-load new concrete onto returned concrete.

Article 421.4.E.3. Truck-Mixed Concrete. The first paragraph is voided and replaced by the following:

Mix the concrete in a truck mixer from 70 to 100 revolutions at the mixing speed designated by the manufacturer to produce a uniform concrete mix. Deliver the concrete to the project in a thoroughly mixed and uniform mass and discharge the concrete with a satisfactory degree of uniformity. Additional mixing at the job site at the mixing speed designated by the manufacturer is allowed as long as the requirements of Section 421.4.A.5, "Slump" and Section 421.4.E, "Mixing and Delivering Concrete" are met.

DMS - 4600
HYDRAULIC CEMENT

EFFECTIVE DATE: JUNE 2011

4600.1. Description. This Specification establishes requirements and test methods for hydraulic cement and the Hydraulic Cement Quality Monitoring Program (HCQMP). Hydraulic cement is cement that sets and hardens by chemical interaction with water and that is capable of doing so under water. (Formerly DMS-4600, "Hydraulic Cement Quality Monitoring Program".)

4600.2. Units of Measurements. The values given in parentheses (if provided) are not standard and may not be exact mathematical conversions. Use each system of units separately. Combining values from the two systems may result in nonconformance with the standard.

4600.3. Material Producer List. The Materials and Pavements Section of the Construction Division (CST/M&P) maintains the material producer list (MPL) of all materials conforming to the requirements of this Specification. Materials appearing on the MPL, entitled "[Hydraulic Cement](#)," require no further testing, unless deemed necessary by the Project Engineer or CST/M&P.

4600.4. Bidders' and Suppliers' Requirements. In most cases, hydraulic cement must be pre-qualified and accepted into the Hydraulic Cement Quality Monitoring Program (HCQMP) in accordance with the requirements listed in Articles 4600.5 and 4600.6 of this Specification.

In cases when using cement not on the HCQMP for a specific project, the Department will test the cement for compliance with Article 4600.6 of this Specification before allowing the material on the project. Submit two samples of at least 1 kg in size, corresponding mill certificates, and Material Safety Data Sheets to the Texas Department of Transportation, Construction Division, Materials and Pavements Section—Cement Laboratory (CP51), 9500 North Lake Creek Parkway, Austin, Texas 78717.

4600.5. Pre-Qualification Procedure.

A. Pre-Qualification Request. Submit a written request to participate in the HCQMP to the Texas Department of Transportation, Construction Division, Materials and Pavements Section (CP51), 125 East 11th Street, Austin, Texas 78701-2483.

Include 6 months of physical and chemical producer test data meeting ASTM C 150 or AASHTO M 85 requirements and a copy of the producer's Quality Control Program with the request.

B. Criteria for Acceptance. The producer or supplier must have a facility with a minimum storage capacity of 1,000 tons. The producer or supplier must have a laboratory of its own, or one contracted, that the Cement and Concrete Reference Laboratory (CCRL) inspects and approves to perform all tests required in Article 4600.6.

Meet one of the following criteria:

- Located within the State of Texas
- Located outside the State of Texas, but maintain an established terminal within Texas, through which all cement must pass
- Located outside the State of Texas and agree to reimburse the Department for all sampling expenses based on mileage and per diem costs for the Department personnel traveling outside the state, or direct costs of sampling and shipping when sampling is accomplished through third party agreements

C. Sampling and Testing. Sampling will be in accordance with Tex-300-D. Testing will be in accordance with the requirements of ASTM C 150 or ASTM C 595. Sampling is at the mutual convenience of the Department and the supplier.

The Department or a designated Department representative will take pre-qualification samples to place cements on the HCQMP. For cement not on the HCQMP, the Department will sample the hydraulic cement during the course of a project to ensure continued specification compliance. For cement on the HCQMP or approved for a specific project, producers will submit monthly samples at the beginning of each month for all certified cements. Monthly QM samples should be received by the 15th of each month. The Department reserves the right to conduct random sampling of materials for testing and to perform random audits of test reports.

Department representatives may sample material from the plant, terminal, transportation containers, and concrete plants to verify compliance with Article 4600.6.

D. Evaluation. CST/M&P will notify prospective bidders and suppliers after completion of material evaluation.

- 1. Qualification.** If approved for use by the Department, CST/M&P will accept the material to the HCQMP and add to the MPL.
- 2. Failure.** Producers not qualified under this Specification may not furnish materials for Department projects and must show evidence of correction of all deficiencies before reconsideration for qualification.

Costs of sampling and testing are normally borne by the Department; however, the costs to sample and test materials failing to conform to the requirements of this Specification are borne by the Contractor or supplier. The Director of CST/M&P will assess this cost at the time of testing.

Amounts due the Department will be deducted from monthly or final estimates on contracts or from partial or final payments on direct purchases by the State.

E. Reporting Requirements. For each type of cement on the HCQMP, submit:

- Monthly mill certificate that shows:
 - the cement meets the requirements of this Specification;
 - the minimum, maximum, and average values for equivalent alkalis obtained from quality control tests or a calculated value for maximum total alkali, based on a 95% confidence level; and
 - the average tricalcium aluminate (C_3A) content for Type III(MS) cement meets the requirements of ASTM C 150 Table 2.
- Written notification of changes in clinker source or other major production changes
- Annual test reports, if applicable, for:
 - ASTM C 563
 - ASTM C 1038
 - ASTM C 265
- Test reports, if applicable, for processing additions using ASTM C 465

F. Periodic Evaluation. The Department reserves the right to conduct random sampling of pre-qualified, certified materials for testing and to perform random audits of test reports. Department representatives may sample material from the manufacturing plant, the project site, and the warehouse. CST/M&P reserves the right to test samples to verify compliance with this Specification. In case of variance, the Department's tests will govern.

G. Disqualification. The Department may remove the producer or supplier from the HCQMP for any of the following reasons:

- Failure to supply cement to a Department project for a period of 1 year
- Failure to meet the reporting requirements of the HCQMP
- Failure of two consecutive samples to meet the material requirements of this Specification

H. Re-Qualification. To re-qualify to the HCQMP, submit a written request for re-qualification to the address in Sub Article 4600.5.A. Detail the corrections or changes made that warrant reinstatement. If approved, all costs of pre-qualification sampling must be borne by the supplier.

4600.6. Material Requirements. All types of cement must meet the requirements of ASTM C 150 or ASTM C 595, with the following additions and exceptions:

A. Additions to ASTM C 150. ASTM C 465 is required when:

- Adding 1% to 5% of an inorganic processing addition or an inorganic processing addition, such as fly ash or ground-granulated blast furnace slag. The control cement should be composed of either:
 - Clinker + organic grinding aid (with prior passing ASTM C 465) + gypsum, or

- Clinker + organic grinding aid (with prior passing ASTM C 465) + gypsum + limestone (with prior ASTM C 465 full or mortar/paste only – fineness tolerances not required)
- Adding 1% to 5% inorganic processing addition AND 1% to 5% limestone addition. The control cement should be composed of clinker + organic grinding aid (with prior passing ASTM C 465) + gypsum

A modified ASTM C 465 including the mortar/paste testing only (fineness tolerances not required) will be required when adding 1% to 5% limestone to a cement already containing an inorganic processing addition (with prior passing ASTM C 465). The control cement should be composed of either:

- Clinker + organic grinding aid (with prior passing ASTM C 465) + gypsum, or
- Clinker + organic grinding aid (with prior passing ASTM C 465) + gypsum + inorganic processing addition (with prior passing ASTM C 465 submitted prior to the effective date of this Specification)

For cements with limestone additions, report a corrected percent limestone to accurately reflect the total amount of limestone added. Report the difference between background/baseline loss on ignition (pre-limestone addition) and the total loss on ignition (after limestone addition) as the corrected percent limestone.

B. Additions to ASTM C 595.

1. **Type IP.** Type IP Portland-pozzolan cements must have a Class F fly ash pozzolan constituent between 20 and 40% by mass.
2. **Type IIIP.** Type IIIP Portland-pozzolan cements must meet all the requirements of a Type IP, with the following additions:
 - Type IIIP Portland-pozzolan cements must have a Class F fly ash pozzolan constituent between 25 and 40% by mass.
 - Type IIIP Portland-pozzolan cements must meet the requirements listed in Table 1.

Table 1
Compressive Strength Requirements for Type IIIP Cements

Item	Limit
1 day Compressive Strength, minimum psi	1890
3 day Compressive Strength, minimum psi	3780

3. **Type IS.** Type IS Portland blast-furnace slag cements must be Type IS (>35).

4600.7. Archived Versions. Archived versions are available.

DMS - 4610

FLY ASH

EFFECTIVE DATE: MARCH 2009

4610.1. Description. This Specification establishes the requirements, test methods, and the Fly Ash Quality Monitoring Program (FAQMP) for Class C, Class F, Ultra-Fine (UFFA), and Modified F (MFFA) fly ash used in concrete products. Fly ash is the finely divided residue or ash that remains after burning finely pulverized coal at high temperatures.

4610.2. Units of Measurements. The values given in parentheses (if provided) are not standard and may not be exact mathematical conversions. Use each system of units separately. Combining values from the two systems may result in nonconformance with the standard.

4610.3. Material Producer List. The Materials and Pavements Section of the Construction Division (CST/M&P) maintains the material producer list (MPL) of all materials conforming to the requirements of this Specification. Materials appearing on the MPL, entitled "[Fly Ash](#)," require no further testing, unless deemed necessary by the Project Engineer or CST/M&P.

4610.4. Bidders' and Suppliers' Requirements. The fly ash must be pre-qualified and accepted into the FAQMP in accordance with the requirements of this Specification before supplying to a contract.

4610.5. Pre-Qualification Procedure.

A. Pre-Qualification Request. Prospective producers interested in submitting their product for evaluation must submit a written request to participate in the FAQMP to the Texas Department of Transportation, Construction Division, Materials and Pavements Section (CP51), Cement Laboratory, 125 East 11th Street, Austin, Texas 78701-2483

Include the following information with the request:

- Name, address, and contact information of the supplier
- Name and location of the power plant
- Coal origin and classification being used by the power plant
- Class of fly ash being collected
- Capacity of the storage facilities
- Six months of weekly physical and chemical test data meeting ASTM C 618 or AASHTO M 295 and Article 4610.6 of this Specification
- Details of the supplier's Quality Control Program, including measures taken to ensure that fly ash meeting the requirements of this Specification is kept separate from fly ash that does not, including, but not limited to, fly ash produced during power plant shutdown, start-up, or other transient operational periods

Fly ash sources will be pre-qualified for the specific class of fly ash as stated in the written request. Any change in the class of the fly ash produced will require re-qualification of the source under the new class.

- B. Sampling and Testing.** Sampling will be in accordance with Tex-733-I. Testing will be in accordance with the requirements of ASTM C 618 and the additional requirements specified in Article 4610.6. Sampling is at the mutual convenience of the Department and the supplier.

The Department or a designated Department representative will take pre-qualification samples at a frequency of at least one sample per week for 5 weeks. For each fly ash on the FAQMP, producers will submit monthly composite samples at the beginning of each month. Monthly QM samples should be received by the 15th of each month. The Department reserves the right to conduct random sampling of materials for testing and to perform random audits of test reports.

Department representatives may sample material from the plant, terminal, transportation containers, and concrete plants to verify compliance with Article 4610.6.

- C. Criteria for Acceptance.** The laboratory or laboratories performing the physical and chemical tests for the supplier must participate in the Cement and Concrete Reference Laboratory Pozzolan Proficiency Program.

The supplier must have a permanent location and:

- Be located in the State of Texas
- Maintain an established terminal within Texas through which all fly ash must pass or
- Agree to reimburse the Department for all sampling expenses based on mileage and per diem costs for Department personnel traveling outside the State or for direct costs of sampling and shipping when sampling is accomplished through third-party agreements

- D. Evaluation.** CST/M&P will notify prospective bidders and suppliers after completion of material evaluation.

1. **Qualification.** If approved for use by the Department, the material will be accepted to the FAQMP and added to the MPL.
2. **Failure.** Producers not qualified under this Specification may not furnish materials for Department projects and must show evidence of correction of all deficiencies before reconsideration for qualification.

Costs of sampling and testing are normally borne by the Department; however, the costs to sample and test materials failing to conform to the requirements of this Specification are borne by the Contractor or supplier. This cost will be assessed at the rate established by the Director of CST/M&P and in effect at the time of testing.

Amounts due the Department will be deducted from monthly or final estimates on contracts or from partial or final payments on direct purchases by the State.

E. Reporting Requirements. Submit the following:

- Monthly mill certificate that shows the fly ash complies with the Specification requirements
- Monthly test report with the following information:
 - coal origin
 - test date
 - results of all specified physical and chemical requirements, except available alkalis, but including 'Supplementary Specification Requirements' and
- Monthly split sample from the same material used to generate the monthly test report

Note—The split sample size must be approximately 1 pt., or 2.5 lbs., of fly ash. Mail the sample with a Material Safety Data Sheet (MSDS) to the Texas Department of Transportation, Construction Division, Materials and Pavements Section, Cement Laboratory (CP51), 9500 Lake Creek Parkway, Austin, Texas 78717.

Notify the Department when a change in production occurs. This includes, but is not limited to, changes in a coal source or major alteration of plant operations.

F. Periodic Evaluation. The Department reserves the right to conduct random sampling of pre-qualified materials for testing and to perform random audits of test reports and material management records. Department representatives may sample material from the plant, terminal, transportation containers, and concrete plants to verify compliance with Article 4610.6 of this Specification.

G. Disqualification. The Department may remove the source or supplier from the FAQMP for any of the following reasons:

- Any change in production procedures impacting fly ash quality or composition
- Failure of any sample to meet Specification requirements
- Failure to meet reporting and testing requirements as detailed in Article 4610.6 of this Specification
- Inactivity or not supplying fly ash to Department projects for a period of 1 year

H. Re-Qualification. To re-qualify to the FAQMP, submit a written request for re-qualification to the address listed in Sub Article 4610.5.A. Detail the corrections or changes made that warrant reinstatement. If approved, all costs of pre-qualification sampling must be borne by the supplier.

4610.6. Material Requirements.

A. Class C and Class F. Base classification of the fly ash on chemical composition. Both classes of fly ash must meet all the physical and chemical requirements of both ASTM C 618 and Table 1.

Table 1
Supplementary Specification Requirements

Item	Limit
Calcium oxide (CaO) variation in percentage points of CaO from the average of the last 10 samples (or less, provided 10 have not been tested) must not exceed \pm	4.0
Moisture content, maximum, %	2.0
Loss on ignition, maximum, %	3.0
Increase of drying shrinkage of mortar bars at 28 days, maximum, %	0.03

- B. Ultra Fine.** Ultra-fine fly ash must conform to the requirements listed above for Class F fly ash with the exceptions and additions listed in Table 2.

Table 2
Additional Ultra-Fine Specification Requirements

Item	Limit
Pozzolanic activity index	
▪ 7-day, minimum, % of control	85
▪ 28-day, minimum, % of control	95
Particle size distribution, as measured by laser particle size analyzer	
▪ particles less than 3.25 microns, minimum, %	50.0
▪ particles less than 8.50 microns, minimum, %	90.0
Fineness, amount retained when wet-sieved on 45- μ m sieve, maximum, %	6.0
Moisture content, maximum, %	1.0
Loss on ignition, maximum, %	2.0

- C. Modified F.** Modified F fly ash must consist of Class F fly ash blended by grinding with no more than 10% cementitious material with or without approved accelerating and water-reducing admixtures and conform to the requirements listed above for Class F Fly Ash, with the exceptions and additions listed in Table 3.

Table 3
Additional Modified F Specification Requirements

Item	Limit
Pozzolanic activity index	
▪ 3-day, minimum, % of control	70
▪ 28-day, minimum, % of control	95
Alkali Content, maximum, %	1.5

4610.7. Archived Versions. Archived versions are available.

DMS - 4620
GROUND GRANULATED BLAST FURNACE SLAG

EFFECTIVE DATE: AUGUST 2004

4620.1. Description. This Specification establishes requirements and test methods for ground granulated blast furnace slag and the Ground Granulated Blast Furnace Slag Quality Monitoring Program (GGBFSQMP). Ground granulated blast furnace slag (GGBFS) is finely ground, glassy granular material formed when molten blast-furnace slag is rapidly chilled.

4620.2. Units of Measurements. The values given in parentheses (if provided) are not standard and may not be exact mathematical conversions. Use each system of units separately. Combining values from the two systems may result in nonconformance with the standard.

4620.3. Material Producer List. The Materials and Pavements Section of the Construction Division (CST/M&P) maintains the material producer list (MPL) of all materials conforming to the requirements of this Specification. Materials appearing on the MPL, entitled "[Ground Granulated Blast Furnace Slag](#)," require no further testing, unless deemed necessary by the Project Engineer or CST/M&P.

4620.4. Bidders' and Suppliers' Requirements. In most cases, GGBSF must be pre-qualified and accepted into the GGBFSQMP in accordance with the requirements listed in Article 4620.5 of this Specification.

In cases when GGBFS not on the GGBFSQMP must be used for a specific project, the Department will test the GGBFS for compliance with Article 4620.6 of this Specification before the material is allowed on the project. Submit two samples of at least 1 kg in size, corresponding mill certificates, and Material Safety Data Sheets to the Texas Department of Transportation, Construction Division, Materials and Pavements Section – Cement Laboratory (CP51), 9500 Lake Creek Parkway, Austin, Texas 78717.

4620.5. Pre-Qualification Procedure.

- A. Pre-Qualification Request.** Prospective producers interested in submitting their product for evaluation must submit a written request to participate in the GGBFSQMP to the Texas Department of Transportation, Construction Division, Materials and Pavements Section (CP51), 125 East 11th Street, Austin, Texas 78701-2483.

Include 6 months of physical and chemical producer test data meeting ASTM C 989, Grade 100, requirements and a copy of the producer's Quality Control Program with the request.

- B. Sampling and Testing.** Sampling will be in accordance with Tex-300-D. Testing will be in accordance with the requirements of ASTM C 989. Schedule sampling at the mutual convenience of the Department and the supplier.

For GGBFS not on the GGBFSQMP, the Department will sample the material during the course of a project to ensure continued specification compliance. For GGBFS on the GGBFSQMP or approved for a specific project, the Department reserves the right to conduct random sampling of materials for testing and to perform random audits of test reports.

Department representatives may sample material from the plant, terminal, transportation containers, and concrete plants to verify compliance with Article 4620.6 of this Specification.

- C. Criteria for Acceptance.** The producer or supplier must have a facility with a minimum storage capacity of 1,000 tons. The producer or supplier must have a laboratory of its own, or one contracted, that the Cement and Concrete Reference Laboratory (CCRL) inspects and approves to perform all tests required in Article 4620.6.
- D. Evaluation.** CST/M&P will notify prospective bidders and suppliers after completion of material evaluation.
- 1. Qualification.** If approved for use by the Department, the material will be accepted to the GGBFSQMP and added to the MPL.
 - 2. Failure.** Producers not qualified under this Specification may not furnish materials for Department projects and must show evidence of correction of all deficiencies before reconsideration for qualification.

Costs of sampling and testing are normally borne by the Department; however, the costs to sample and test materials failing to conform to the requirements of this Specification are borne by the Contractor or supplier. This cost will be assessed at the rate established by the Director of CST/M&P and in effect at the time of testing.

Amounts due the Department will be deducted from monthly or final estimates on contracts or from partial or final payments on direct purchases by the State.

E. Reporting Requirements. Provide the following:

- Monthly mill certificate certifying that the GGBFS meets the requirements of ASTM C 989, Grade 100 or better and
- Written notification of any major production change.

F. Periodic Evaluation. The Department reserves the right to conduct random sampling of pre-approved, certified materials for testing and to perform random audits of test reports. Department representatives may sample material from the manufacturing plant, the project site, and the warehouse. CST/M&P reserves the right to test samples to verify compliance with this Specification. In case of variance, the Department's tests will govern.

G. Disqualification. The Department may remove the producer or supplier from the GGBFSQMP for any of the following reasons:

- Failure to supply GGBFS to a Department project for a period of 1 year
- Failure to meet the reporting requirements of the GGBFSQMP or

- Failure of two consecutive samples to meet the material requirements of this Specification.

H. Re-Qualification. To re-qualify to the GGBFSQMP, submit a written request for re-qualification to the address in Sub Article 4620.5.A. Detail the corrections or changes made that warrants reinstatement. If approved, all costs of pre-qualification sampling must be borne by the supplier.

4620.6. Material Requirements. All GGBFS must meet the requirements of ASTM C 989, Grade 100 or better.

DMS - 4630
SILICA FUME

EFFECTIVE DATE: AUGUST 2004

4630.1. Description. This Specification establishes the requirements and test methods for silica fume. Silica fume is a very fine pozzolanic material, composed mostly of amorphous silica.

4630.2. Units of Measurements. The values given in parentheses (if provided) are not standard and may not be exact mathematical conversions. Use each system of units separately. Combining values from the two systems may result in nonconformance with the standard.

4630.3. Bidders' and Suppliers' Requirements. The silica fume must be pre-qualified and in accordance with the requirements of this Specification before it is allowed on Department projects.

4630.4. Pre-Qualification Procedure.

A. Pre-Qualification Request. Prospective producers interested in submitting their product for evaluation must submit a written request to the Texas Department of Transportation, Construction Division, Materials and Pavements Section, Cement Laboratory (CP51), 9500 Lake Creek Parkway, Austin, Texas 78717.

B. Pre-Qualification Sample. Submit two grab samples of at least 1 kg in size, corresponding mill certificates, and Material Safety Data Sheets with the pre-qualification request.

Submit materials for laboratory and field evaluations at no cost to the Department.

C. Sampling and Testing. Sampling will be in accordance with Tex-317-D. Testing will be in accordance with ASTM C 1240.

D. Evaluation. CST/M&P will notify prospective bidders and suppliers after completion of material evaluation.

1. Qualification. If approved for use by the Department, the material will be accepted for use on Department projects.

Report changes in the composition or in the manufacturing process of any material to CST/M&P. Significant changes reported by the manufacturer, as determined by the Director of CST/M&P, require a re-evaluation of performance.

2. Failure. Producers not qualified under this Specification may not furnish materials for Department projects and must show evidence of correction of all deficiencies before reconsideration for qualification.

Costs of sampling and testing are normally borne by the Department; however, the costs to sample and test materials failing to conform to the requirements of this Specification

are borne by the Contractor or supplier. This cost will be assessed at the rate established by the Director of CST/M&P and in effect at the time of testing.

Amounts due the Department will be deducted from monthly or final estimates on contracts or from partial or final payments on direct purchases by the State.

E. Periodic Evaluation. The Department will sample and test silica fume during the course of a project to ensure continued Specification compliance. Department representatives may sample material from the plant, terminal, transportation containers, or the concrete plant.

4630.5. Material Requirements. Silica fume must meet the requirements of ASTM C 1240, including Table 3 for reactivity with cement alkalis and sulfate resistance expansion (high resistance).

DMS - 4635
METAKAOLIN

EFFECTIVE DATE: AUGUST 2004

4635.1. Description. This Specification establishes requirements and test methods for high-reactivity metakaolin. Metakaolin is a reactive aluminosilicate pozzolan formed by calcining purified kaolinite.

4635.2. Units of Measurements. The values given in parentheses (if provided) are not standard and may not be exact mathematical conversions. Use each system of units separately. Combining values from the two systems may result in nonconformance with the standard.

4635.3. Bidders' and Suppliers' Requirements. The metakaolin must be pre-qualified and in accordance with the requirements of this Specification before it is allowed on Department projects.

4635.4. Pre-Qualification Procedure.

- A. Pre-Qualification Request.** Prospective producers interested in submitting their product for evaluation must submit a written request to the Texas Department of Transportation, Construction Division, Materials and Pavements Section, Cement Laboratory (CP51), 9500 Lake Creek Parkway, Austin, Texas 78717.
- B. Pre-Qualification Sample.** Submit two grab samples of at least 1 kg in size, corresponding mill certificates, and Material Safety Data Sheets with the pre-qualification request.

Submit materials for laboratory and field evaluations at no cost to the Department.
- C. Sampling and Testing.** Sampling will be in accordance with Tex-317-D. Testing will be in accordance with ASTM C 311.
- D. Evaluation.** CST/M&P will notify prospective bidders and suppliers after completion of material evaluation.
 - 1. Qualification.** If approved for use by the Department, the material will be accepted for use on Department projects.

Report changes in the composition or in the manufacturing process of any material to CST/M&P. Significant changes reported by the manufacturer, as determined by the Director of CST/M&P, may require a re-evaluation of performance.
 - 2. Failure.** Producers not qualified under this Specification may not furnish materials for Department projects and must show evidence of correction of all deficiencies before reconsideration for qualification.

Costs of sampling and testing are normally borne by the Department; however, the costs to sample and test materials failing to conform to the requirements of this Specification are borne by the Contractor or supplier. This cost will be assessed at the rate established by the Director of CST/M&P and in effect at the time of testing.

Amounts due the Department will be deducted from monthly or final estimates on contracts or from partial or final payments on direct purchases by the State.

- E. Periodic Evaluation.** The Department will sample and test metakaolin during the course of a project to ensure continued specification compliance. Department representatives may sample material from the plant, terminal, transportation containers, and concrete plants.

4635.5. Material Requirements. Metakaolin must meet the requirements of ASTM C 618, Class N, with the modifications listed in Table 1.

Table 1
Modified Specification Requirements

Item	Limit
Silicon dioxide (SiO ₂) plus aluminum oxide (Al ₂ O ₃) plus iron oxide (Fe ₂ O ₃), minimum, %	85.0
Available alkalis, maximum, %	1.0
Loss on Ignition, maximum, %	3.0
Fineness: amount retained when wet-sieved on 45- μ m sieve, maximum, %	1.0
Strength activity index, at 7 days, % of control	85
Increase of drying shrinkage of mortar bars at 28 days, maximum, %	0.03
Density variation in percentage points of density from the average of the last 10 samples (or less provided 10 have not been tested) must not exceed \pm	5

DMS - 4640
CHEMICAL ADMIXTURES FOR CONCRETE

EFFECTIVE DATE: MARCH 2008

4640.1. Description. This Specification establishes requirements and specific test methods for chemical admixtures for concrete. Chemical admixtures for concrete are liquid or powdered materials added during concrete mixing to improve fresh or hardened properties of the concrete.

This Specification includes admixtures for air-entrainment, water reduction, retardation, acceleration, water reduction and retardation, water reduction and acceleration, high-range water reduction, high-range water reduction and retardation, and latex.

4640.2. Units of Measurement. The values given in parentheses (if provided) are not standard and may not be exact mathematical conversions. Use each system of units separately. Combining values from the two systems may result in nonconformance with the standard.

4640.3. Material Producer List. The Materials and Pavements Section of the Construction Division (CST/M&P) maintains the Material Producer List (MPL) of all materials conforming to the requirements of this Specification. Materials appearing on the MPL, entitled "[Chemical Admixtures for Concrete](#)," need no further sampling or testing unless deemed necessary by the Project Engineer.

4640.4. Bidders' and Suppliers' Requirements. The Department will purchase or allow on projects only those products listed by manufacturer and product code or designation shown on the MPL.

Use of pre-qualified product does not relieve the contractor of the responsibility to provide product that meets this Specification. The Department may inspect or test material at any time and reject any material that does not meet the specifications.

4640.5. Pre-Qualification Procedure.

- A. Pre-Qualification Request.** Prospective producers interested in submitting their product for evaluation must submit a written request to the Texas Department of Transportation, CST/M&P, Cement Laboratory (CP51), 125 East 11th Street, Austin, Texas 78701-2483.

For all materials except latex, include the following information:

- Name and information of company contact personnel
- Product name
- Chloride content of the product with a statement that no chloride has been added during its manufacture
- Completed ASTM C 494 or ASTM C 260 test report from a Cement and Concrete Reference Laboratory or certified independent laboratory

- Specification targets and production tolerances for the following properties:
 - pH
 - Percent solids
 - Specific gravity
 - Color and appearance
 - Infrared spectrophotometry scan

For latex, include the following information:

- Name and information of company contact personnel
- Product name and polymer description
- Specification targets and production tolerances for the following properties:
 - Viscosity (including test method and temperature reference)
 - Percent solids
 - pH
 - Specific gravity
 - Styrene/butadiene ratio

B. Pre-Qualification Sample. Submit a 1 pt. sample and Material Safety Data Sheets to the Texas Department of Transportation, (CST/M&P) – Cement Laboratory (CP51), 9500 Lake Creek Parkway, Austin, Texas 78717.

C. Sampling and Testing. Sampling will be in accordance with Tex-318-D. (See Note in Sub-Article D.)

Testing will be in accordance with ASTM C 260 for air-entraining admixtures; ASTM C 494 for accelerating, retarding, and water-reducing admixtures; and Tex-319-D for latex. (See Note in Sub-Article D.)

Please contact CST/M&P at 512/506-5858 for more information on these test methods.

D. Evaluation. CST/M&P will notify prospective bidders and suppliers after completion of material evaluation.

1. Qualification. If approved for use by the Department, CST/M&P will add the material to the MPL.

To maintain approval status, submit semi-annual (June and December) notarized certifications stating that there has been no chemical alteration of the product since when originally submitted for approval.

Once qualified, report any change in formulation or manufacturing process to CST/M&P. Any changes in the material require resubmission for pre-qualification.

When, in the opinion of the Director of CST/M&P, changes have been made in the composition or manufacturing process of a pre-qualified material, a re-evaluation of the performance may be required.

Note—CST/M&P will award provisional approval at 6 months for admixtures that comply with the alternative compressive strengths in ASTM C 494, Table 1. If subsequent test results at 1 year fail to meet the standard requirement of 100% of reference strength, CST/M&P will withdraw approval of the admixture and notify all of the admixture users immediately.

2. **Failure.** Producers not qualified under this Specification may not furnish materials for Department projects and must show evidence of correction of all deficiencies before reconsideration for qualification.

Costs of sampling and testing are normally borne by the Department; however, the costs to sample and test materials failing to conform to the requirements of this Specification are borne by the supplier. This cost will be assessed at the rate established by the Director of CST/M&P and in effect at the time of testing.

Amounts due the Department will be deducted from monthly or final estimates on Contracts or from partial or final payments on direct purchases by the State.

- E. Periodic Evaluation.** The Department reserves the right to conduct random sampling of approved certified materials for testing and to perform random audits of test reports. Department representatives may sample material from the manufacturing plant, the project site, and the warehouse. CST/M&P reserves the right to test samples to verify compliance with this Specification. In case of variance, the Department's tests will govern.

4640.6. Material Requirements. Air-entraining admixtures must meet the requirements of ASTM C 260.

Latex additives must meet the requirements listed in Table 1.

Table 1
Latex Additive Requirements

Property	Value
Total Solids, Min., %	47
pH	9.0 – 11.0
Brookfield Viscosity (#1 spindle @ 10rpm), mPa·s, Max.	60
Butadiene Content, %	30 – 40
Freeze-thaw Stability, 2 cycles, Max.	0.1

All other concrete chemical admixtures must meet the requirements of ASTM C 494.

4640.7. Archived Versions. Archived versions are available.

6. CONTRACT ADMINISTRATION

J. Terron Evertson, P.E. Director of Williamson County Road and Bridge Division, (or successor), 3151 SE Inner Loop, Georgetown, TX 78626, shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing Agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Bidder.



FAILURE BY RESPONDENT TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS BID.

PROVIDE ALL REQUIRED SIGNATURES BY AUTHORIZED REPRESENTATIVES, ALL REQUIRED DOCUMENTS AND USE ONLY REQUIRED FORMS IN THIS IFB TO ENSURE CONSIDERATION OF YOUR BID.

USE BID SUBMITTAL CHECKLIST PROVIDED TO ENSURE ALL REQUIREMENTS HAVE BEEN MET.

**READY MIX CONCRETE FOR WILLIAMSON COUNTY
BID NUMBER: 13IFB00127**

BID SUBMITTAL CHECKLIST

**PLEASE READ, COMPLETE AND RETURN THIS
“BID SUBMITTAL CHECKLIST” WITH YOUR BID.**

The Bidder's attention is especially called to the items listed below (**return pages marked with red border**), which should be submitted in full as part of Bidder's Bid.

Failure to submit any of the documents listed below as a part of your Bid, or failure to acknowledge any addendum in writing with your Bid, or submitting a Bid on any condition, limitation, or provision not officially invited in this IFB may serve, at Williamson County's sole discretion, as cause for rejection of the Bid. The County reserves the right to request that any Bidder clarify its Bid or to supply any additional material deemed necessary to assist in the evaluation of the Bid.

Bidder should check each box below indicating compliance.

☐ Transmittal Letter (Appendix A, refer to section 4.2 of this IFB). **If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the bid.**

☐ Price Sheets forms (Appendix B).

☐ References: Identification of three (3) entities for which the Bidder is providing or has provided product/services of the type requested, including the name, position, and telephone number of a contact person at each entity (Appendix C, refer to section 3.14 of this IFB).

☐ Conflict of Interest Questionnaire (Appendix D, refer to section 4.3 of this IFB).

☐ Bid Affidavit (Appendix E, refer to section 3.4 of this IFB). **If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the bid.**

☐ Signature Page (Appendix F, refer to section 3.4 of this IFB). **If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the bid.**

☐ If Bidder is operating under an assumed business name, a file marked copy of the Assumed Name Certificate that has been filed with the Williamson County Clerk (refer to section 3.5 of this IFB).

- ☐ One (1) original, two (2) paper copies and one (1) CD copy of the Bid should be mailed to or delivered on or before the Bid submittal deadline, to the Williamson County Purchasing Department, 901 S. Austin Ave. Georgetown, TX 78626.

Company

Telephone Number

Address

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

BIDDER MUST RETURN THIS PAGE WITH ITS BID

APPENDIX A TRANSMITTAL LETTER

(Refer to section 4.2 of this IFB)

THIS FORM MUST BE COMPLETED AND RETURNED WITH BID

(a) Name of Business or Individual Submitting Bid

Address

City

State

ZIP

(b) Type of Business entity (Corporation, General Partnership, Limited Partnership, LLC, etc.)

(c) Place of Incorporation or Organization (if applicable)

(d) Name and location of major offices/other facilities related to Bidder's performance under the terms of this IFB:

_____	_____
_____	_____
_____	_____
_____	_____

(e) Name/address/business/fax/email of Bidders **principal contact person** regarding all contractual matters relating to this IFB:

Contact Name

Title

Address

City

State

Zip

Address

Business Phone

Fax

Email

(f) Bidder's Federal ID Number

APPENDIX A (CONTINUED) TRANSMITTAL LETTER

(Refer to section 4.2 of this IFB)

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

(g) **Complete if applicable:** If 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 bidder is encouraged to provide information in narrative form indicating the anticipated air quality impact:

(h) I hereby commit to provide the services/products required by Williamson County in this bid.

(i) I further commit that this bid is valid for ninety (90) calendar days from the deadline for submittal of bid to Williamson County.

Print Name

Title

Authorized Signature

This Transmittal Letter must be signed by a person legally authorized to bind the Bidder to the representations in the Transmittal Letter and Bid (refer to section 3.4 of this IFB). In the case of a joint Bid, each party must sign the Transmittal Letter.

APPENDIX B PRICE SHEET

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

The undersigned Bidder, having become familiar with this IFB agrees to furnish the goods and/or services in accordance with this IFB.

ITEM #	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE
1	CLASS A CONCRETE	CY	400	
2	CLASS B CONCRETE	CY	100	
3	CLASS C CONCRETE	CY	400	
4	CLASS D CONCRETE	CY	100	
5	CLASS S CONCRETE	CY	100	
5	Truck Charge after first hour	Hourly rate		

APPENDIX B PRICE SHEET - CONTINUED

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☐ I will offer the quoted prices to all authorized entities during the term of the County's contract.

☐ I will not offer the quoted prices to all authorized entities.

If no box is checked Bidder agrees to offer the quoted prices to all authorized entities.

The undersigned hereby certifies that he or she has read the terms of this IFB and understands that Williamson County reserves the right to waive any informality in or to reject any or all Bids.

Bidder

Name: _____

Address: _____

Telephone: _____ Fax: _____

Contact Name (please print): _____

Authorized Signature: _____

Title or Representative Capacity of Signer: _____

State of Incorporation/Organization or Primary Place of Business: _____

APPENDIX C BIDDER REFERENCES

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

Please list at least three (3) companies or governmental agencies where the same or similar goods and/or services as contained in this IFB package that were recently provided by Bidder.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

APPENDIX D CONFLICT OF INTEREST QUESTIONNAIRE
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

For Bidder or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For Bidder or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?
- ☐ Yes ☐ No
- B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?
- ☐ Yes ☐ No
- C. Is the filer of the questionnaire affiliated with a Corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
- ☐ Yes ☐ No
- D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7. Bidder
Name: _____
- Authorized Signature: _____
- Title or Representative Capacity of Signer: _____
- Date: _____, 20____

BIDDER MUST RETURN THIS APPENDIX COMPLETED WITH ITS BID

APPENDIX E BID AFFIDAVIT
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID
(refer to section 3.4 in this IFB)

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say:

"I, _____ (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Bidder*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Bidder*).

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name and Address of Bidder:

Fax: _____

Telephone#: _____

By: _____

Printed Name: _____

Title: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 20_____.

Notary Public in and for
the State of _____

APPENDIX F SIGNATURE PAGE
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID
(refer to section 3.4 of this IFB)

This Bid shall remain in effect for ninety (90) calendar days from Bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The Bidder agrees, if this Bid is accepted, to furnish any and all items upon which prices are offered, at the price and in accordance with the Specifications, Terms and Conditions contained in the IFB, and all other items made a part of this IFB.

The undersigned affirms that he or she is duly authorized to execute this Bid and that by executing this Bid, Bidder understands, acknowledges and agrees that the Bidder's Bid, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Bidder and Williamson County upon Contract Award. Bidder represents to Williamson County that Bidder has not prepared this Bid in collusion with any other Bidder, and that the contents of this Bid as to prices, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this Bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a Bid or not to submit a Bid thereon.

_____ Bidder (Entity Name)	_____ Signature
_____ Street & Mailing Address	_____ Print Name
_____ City, State & Zip	_____ Date Signed
_____ Telephone Number	_____ Fax Number
_____ E-mail Address	

Williamson County Purchasing

Address:

901 S Austin Ave
Georgetown, TX 78626

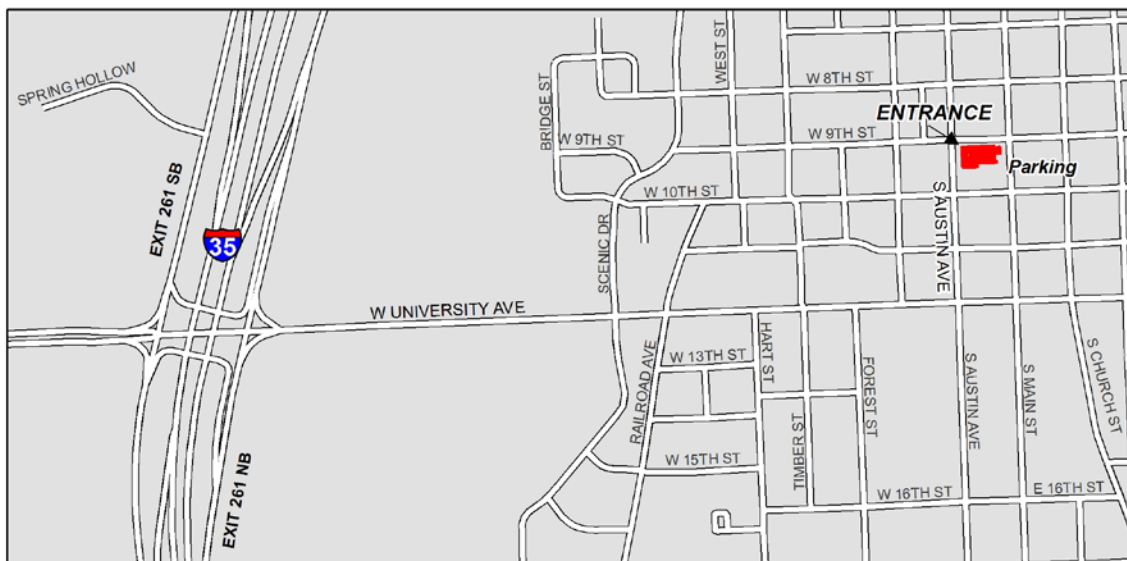
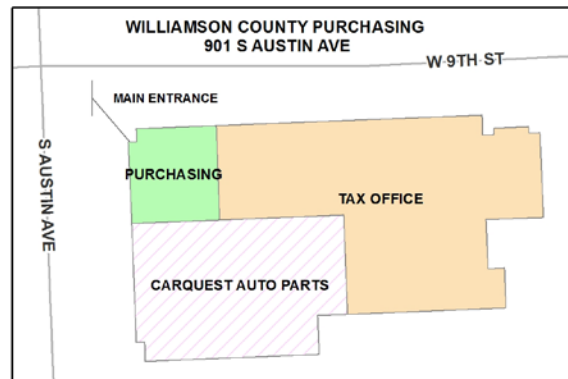
Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound
Exit 261
Take EXIT 261 toward TX-29/Burnet.
Take the 1st right onto W University Ave/TX-29
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

From North (Jarrell, Georgetown)

Take IH-35 Southbound
Exit 261
Turn left onto TX-29/W University Ave
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right



Commissioners Court - Regular Session

43.

Meeting Date: 07/16/2013

Budget Amendment

Submitted By: Ashlie Blaylock, Budget Office

Department: Budget Office

Agenda: Regular Agenda Items

Category:

Information

Agenda Item

Consider declaring an emergency and approving a budget amendment to acknowledge additional revenue

Background

This item was mentioned in court several weeks ago. The bill for the Law Office of Rusty Hardin, appointed by Judge Sturns to serve as prosecutor pro tem, on the Court of Inquiry (Ken Anderson) has been received. Line item 0100-0435-004998 was originally budgeted with \$50K for the year to pay for the criminal trial expenses related to the Norwood trial. Obviously funds are not sufficient to pay this invoice.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100-0435-004998	All Dist Cts/Contingencies	\$339,492	

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Blaylock

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:37 PM

Started On: 07/11/2013 08:12 AM

Commissioners Court - Regular Session

44.

Meeting Date: 07/16/2013

Park Donations BA 07-16-2013

Submitted For: Melanie Denny

Submitted By:

Lisa Moore, County Auditor

Department: County Auditor

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for Park Donations:

Background

Donations include numerous park patron donations for firewood.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367403	Park Donations	\$206.00	01

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lisa Moore

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:36 PM

Started On: 07/09/2013 12:50 PM

Commissioners Court - Regular Session

45.

Meeting Date: 07/16/2013

Park Donations BA 07-16-2013

Submitted For: Melanie Denny

Submitted By:

Lisa Moore, County Auditor

Department: County Auditor

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge use of Park Donations:

Background

Donations include numerous park patron donations for firewood.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0510.003670	Use of Donations	\$206.00	01

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lisa Moore

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:36 PM

Started On: 07/09/2013 12:54 PM

Commissioners Court - Regular Session

46.

Meeting Date: 07/16/2013

ESOC Donation 07-16-2013

Submitted For: David Dukes

Submitted By:

Lisa Moore, County Auditor

Department: County Auditor

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for 911 Communications:

Background

Scintel Wireless, LLC has donated \$10,000.00 to be used to purchase exercise equipment and related materials for the new Emergency Services Operations Center.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0000.367400	Donations	\$10,000.00	01

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lisa Moore

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:37 PM

Started On: 07/09/2013 01:02 PM

Commissioners Court - Regular Session

47.

Meeting Date: 07/16/2013

ESOC Donation 07-16-2013

Submitted For: David Dukes

Submitted By:

Lisa Moore, County Auditor

Department: County Auditor

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for 911 Communications:

Background

Scintel Wireless, LLC has donated \$10,000.00 to be used to purchase exercise equipment and related materials for the new Emergency Services Operations Center.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0581.003670	Use of Donations	\$10,000.00	01

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lisa Moore

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:37 PM

Started On: 07/09/2013 01:10 PM

Commissioners Court - Regular Session

48.

Meeting Date: 07/16/2013

Austin Chamber of Commerce

Submitted For: Mary Clark

Submitted By: Mary Clark, Commissioner Pct.
#1

Department: Commissioner Pct. #1

Agenda Executive Session

Category:

Information

Agenda Item

Discuss economic development issues (EXECUTIVE SESSION as per VTCA Gov't Code Section 551.076
Deliberation regarding economic development project, to-wit, Project Techie.)

Background

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Mary Clark

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:38 PM

Started On: 07/11/2013 10:25 AM

Meeting Date: 07/16/2013

Executive Session

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Executive Session

Category:

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 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 or lease of property by the County:

- a) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
- b) 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.
- c) Discuss proposed acquisition of property for right-of-way for O'Connor Boulevard and 620 projects.
- d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd.
- e) Discuss proposed acquisition of property for proposed SH 29 project.
- f) Discuss proposed acquisition of property for right-of-way along Lakeline extension.
- g) Discuss proposed acquisition of property for right-of-way along CR 258.
- h) Discuss proposed acquisition and/or sale of property for Arterial H.
- i) Discuss proposed acquisition of property for right-of-way for the Pond Springs Rd. project.
- j) Discuss proposed acquisition of property for right-of-way for future parkland in Precinct 2.
- k) Discuss proposed Gattis School road wall claim
- l) Discuss proposed acquisition of property for right-of-way for Pearson Blvd.
- m) Discuss proposed acquisition of property for right-of-way for FM 1460.
- n) Discuss County owned real estate adjacent to and near Inner Loop, Georgetown, Texas.
- o) Discuss County owned real estate adjacent to and near RM 2338 at Booty's Crossing.
- p) Discuss the abandonment of Old Quarry Rd. at Lakeline Blvd.
- q) Discuss possible acquisition of property with endangered species for mitigation purposes.
- r) Discuss Clearwater Ranch Public Improvement District # 1 and # 2

Background

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/11/2013

Reviewed By

Wendy Coco

Date

07/11/2013 03:38 PM

Started On: 07/11/2013 10:43 AM