

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**MAY 13TH, 2014**  
**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 – )

5. Discuss and consider approving a line item transfer for EMS

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
FROM	0100-0409-004998	Non-Dept/ Contingencies	\$998.00	
TO	0100-0540-004415	EMS/ Vehicle Deductible	\$998.00	

6. Discuss and consider approving line item transfer for County Jail

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
From	0100 0570 001100	F/T Salaries	\$325,000.00	
To	0100 0570 001110	Overtime	\$325,000.00	

7. Consider approving Justice of the Peace 4, April 2014 Monthly Report in compliance with Code of Criminal Procedure 103.005.

8. Consider approving the Treasurer's Report on the Williamson County Finances for March 2014.
9. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-office transfer, auction, donation, destruction, or trade-in (complete list attached).
10. Discuss, consider and take appropriate action on approval of final plat for the Siena Ph 1 Sec 21 subdivision - Pct 4

## **REGULAR AGENDA**

11. Hear presentation on and recognize Eagle Scout Connor Crowe for receiving the Texas Environmental Excellence Award from the Texas Commission on Environmental Quality.
12. Discuss, consider, and take appropriate action on proclamation declaring May 12 through 16, 2014 National Salvation Army Week.
13. Discuss, consider and take appropriate action on mental health awareness resolution and consider naming May, 2014 as "Mental Health Awareness Month".
14. Discuss and take appropriate action on approving a resolution proclaiming May 2014 as National Preservation Month in Williamson County.
15. To discuss and take appropriate action on the Department of Infrastructure projects and issues update
16. Consider approving Change Order No. 6 in the amount of \$72,800.00 for IH 35 Northbound Frontage Road, a Pass Through Financing project in Precinct Three.
17. Consider approving Change Order No. 7 in the amount of \$58,193.51 for IH 35 Northbound Frontage Road, a Pass Through Financing project in Precinct Three.
18. Consider approving Change Order No. 20 in the amount of \$11,660.78 for Second Street Roadway Improvements, a Road Bond project in Precinct Four.
19. Discuss, consider and take appropriate action on an Agreement for Engineering Services between Williamson County and Prime Strategies, Inc. whereby Prime Strategies, Inc. will serve as Williamson County's General Engineering Consultant (GEC) in relation to Program Management, Planning and Design Services for projects under the 2013 Williamson County Road Bond Program.
20. Discuss, consider and take appropriate action on an Agreement for Engineering Services between Williamson County and HNTB Corporation whereby HNTB Corporation will serve as Williamson County's General Engineering Consultant (GEC) in relation to Construction Management and Inspection Services for projects under the 2013 Williamson County Road Bond Program.
21. Discuss, consider and take any appropriate action to approve Addendum to the Electrical Services Contract (Bid # 13IFB00102) between Williamson County and Facilities Solutions Group, Inc. ("FSG") for Park Lighting Upgrade Project at Southwest Regional Park (estimated costs of \$115,752).

22. Discuss, consider and take appropriate action on authorizing 2006 CO Bond transfer request of \$430,000.00 to Courthouse Repointing Project (P402) from Emergency Services Operation Center (P136) \$387,976.00 and \$42,024.00 Hutto Annex (P138).
23. Discuss and take appropriate action on a Letter Agreement with SWWC Utilities regarding cost sharing on CR 170.
24. Consider authorizing the court to execute a Transfer of Right of Way to the State of Texas for the parcels acquired by Williamson County for the Hwy 79 Section 3 Project, and take other appropriate action.
25. Discuss, consider and take appropriate action on the Williamson County Vendor Reimbursement Policy.
26. Discuss, consider and take appropriate action on authorizing the extension of contract #10WC908 Audit and other Accounting Services with Weaver and Tidwell, LLP through May 31, 2015 with approved changes by Auditor's office.
27. Discuss, consider and take appropriate action on awarding Bid #14IFB00231 for Flexible Base for Williamson County Road and Bridge to the lowest and best bidders meeting specifications: Industrial Asphalt & Aggregate and Superior Crushed Stone (complete list attached).
28. Discuss, consider and take appropriate action on approving Consulting Services Agreement between Williamson County and Gruene Technology Group LLC for Microsoft Office 365/Sharepoint online project as per DIR contract DIR-SDD-2116.
29. Discuss, consider and take appropriate action on authorizing advertising and setting date of June 10, 2014 at 3:30PM in the Purchasing Department to receive bids for Tiger Trail Storm Drain Construction, IFB#14IFB00227 for Road and Bridge.
30. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Sheriff's Office Donations:

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0000.367400	Donations	\$2,441.00	01	

31. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Sheriff's Office Donations:

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0560.003671	V. A. Donations	\$2,441.00	01	

32. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations:

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0000.367403	Park Donations	\$6,555.00	01	

33. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Park Donations:

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0510.003670	Use of Donations	\$6,555.00	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)."***

34. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

a) Business prospect(s) that may locate or expand within Williamson County.

35. 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 amendment to TCE on SH 45/O'Connor Blvd.
- d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd.
- e) Discuss proposed acquisition of property for proposed SH 29 Seward Junction Loop project.
- f) Discuss proposed acquisition of property for right-of-way along CR 170.
- g) Discuss proposed acquisition of property for right-of-way for future parkland in Precinct 2.
- h) Discuss possible acquisition of property with endangered species for mitigation purposes.
- i) Discuss CR 170 overflow pipe facility cost sharing agreement.
- j) Discuss the acquisition of real property: Alcoa. 180.243 acres

2. Property or Real Estate owned by Williamson County

- a) Discuss a transfer of ROW to the State of Texas for Hwy 79 Section 3.
- b) Discuss County owned real estate adjacent to and near RM 2338 at Booty's Crossing.
- c) Discuss County owned real estate on CR 258
- d) Discuss proposed acquisition of land for County Parks.
- e) Discuss proposed acquisition of 89.476 acres by Georgetown Inner Loop.
- f) Discuss proposed sale of 98 acre tract abutting Blue Springs Blvd.



- 36.** 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.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
  - e) Cause No. 13-0090-C26, Mathews v. Williamson County, In The District Court of Williamson County, Texas, 26th Judicial District.
  - f) Employment related matters.
  - g) 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.
  - h) 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
  - i) Mortgage Electronic Recording Systems (MERS) litigation.
  - j) American Arbitration Association # 70 110 Y 00385 13; Williamson County, Texas v. Faulkner USA, Inc.
  - k) 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
  - l) Cause No. 13-0748-C368; Williamson County v. Parsons Environment & Infrastructure Group Inc. et al. in the 368th Judicial District Court of Williamson County, Texas
  - m) 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
  - n) James Windom and Jane Windom v. Williamson County, Texas: Cause #13-0398-C368 in the 368th Judicial District Court of Williamson County, Texas

REGULAR AGENDA (continued)

- 37.** Discuss and take appropriate action regarding economic development.
- 38.** Discuss and take appropriate action on real estate.
- 39.** 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.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
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n) James Windom and Jane Windom v. Williamson County, Texas: Cause #13-0398-C368 in the 368th Judicial District Court of Williamson County, Texas

**40.** Comments from Commissioners.

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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 \_\_\_\_\_, 2014 at \_\_\_\_\_ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session****5.****Meeting Date:** 05/13/2014

Line Item Transfer

**Submitted For:** Ashlie Koenig**Submitted By:** Jennifer Templeton, Budget Office**Department:** Budget Office**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss and consider approving a line item transfer for EMS

**Background**

To cover vehicle deductible for EMS fleet.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
FROM	0100-0409-004998	Non-Dept/ Contingencies	\$998.00		
TO	0100-0540-004415	EMS/ Vehicle Deductible	\$998.00		

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Jennifer Templeton

Final Approval Date: 05/08/2014

**Reviewed By**

Wendy Coco

**Date**

05/08/2014 09:08 AM

Started On: 05/07/2014 01:55 PM

**Commissioners Court - Regular Session****6.****Meeting Date:** 05/13/2014

Line Item Transfer for County Jail

**Submitted By:** Deborah Wolf, Sheriff**Department:** Sheriff**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss and consider approving line item transfer for County Jail

**Background**

This request is to provide funding for overtime to meet Jail Standards requirements and provide for the safety of inmates and employees. The amount requested reflects the equivalent amount of the average open Corrections Office positions.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
From	0100 0570 001100	F/T Salaries	\$325,000.00		
To	0100 0570 001110	Overtime	\$325,000.00		

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Deborah Wolf

Final Approval Date: 05/08/2014

**Reviewed By**

Wendy Coco

Ashlie Koenig

**Date**

05/08/2014 09:08 AM

05/08/2014 11:24 AM

Started On: 05/07/2014 04:02 PM

**Commissioners Court - Regular Session****7.****Meeting Date:** 05/13/2014

Justice of the Peace 4 APRIL 2014 Monthly Report

**Submitted By:** Veronica Bolander, J.P. Pct. #4**Department:** J.P. Pct. #4**Agenda Category:** Consent

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**Information****Agenda Item**

Consider approving Justice of the Peace 4, April 2014 Monthly Report in compliance with Code of Criminal Procedure 103.005.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**JP4 APRIL 2014 EOM REPORT

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 05/08/2014

**Reviewed By**

Wendy Coco

**Date**

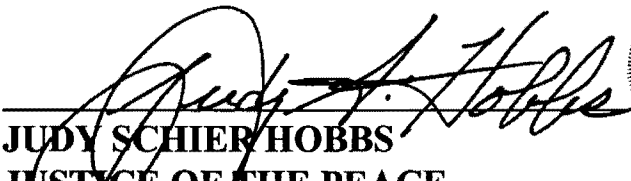
05/08/2014 10:41 AM

Started On: 05/08/2014 10:30 AM

**IN COMPLIANCE WITH ARTICLE 103  
CODE OF CRIMINAL PROCEDURE**

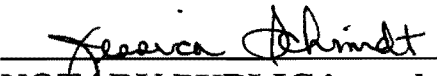
**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

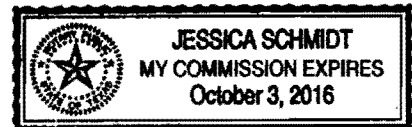
Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of April, 2014.

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



6th day of May, 2014 to certify which witness my hand and seal of office.

  
**NOTARY PUBLIC in and for the State of Texas**



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 04/01/2014-04/30/2014

Date Printed: 4/30/2014  
Time Printed: 4:56:38PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
DCERT	DEATH CERTIFICATE COPIES	2	42.00	42.00	0.00	0.00	0.00	0.00	42.00	0.00	0.00	0.00	0100-0000-341804
EVICTON	EVICTON FILING FEE	49	1,200.00	1,200.00	250.25	824.75	0.00	0.00	125.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	99	588.00	588.00	66.06	467.94	6.00	0.00	48.00	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	67	4,620.00	4,620.00	1,050.59	2,939.41	0.00	0.00	630.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	6	150.00	150.00	25.00	50.00	25.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
WRIT EXEC	WRIT OF EXECUTION	2	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	9	45.00	45.00	0.00	35.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
WRIT REEN	WRIT OF RE-ENTRY	1	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	12	1,800.00	1,800.00	150.00	1,350.00	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	3	15.00	15.00	10.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COI	2	72.00	72.00	0.00	0.00	0.00	0.00	72.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	43	1,075.00	1,075.00	0.00	1,075.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	99	980.00	980.00	110.10	779.90	10.00	0.00	80.00	0.00	0.00	0.00	01-0399-0000-20802
JURY FEE	JURY TRIAL FEE	1	22.00	22.00	0.00	22.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
OCC LICENSE	OCCUPATIONAL LICENSE	1	25.00	25.00	0.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	0100.0000.341804
WRIT GARN	WRIT OF GARNISHMENT	2	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

<b>TOTALS SUMMARY</b>	398	10,659.00	10,659.00	1,667.00	7,569.00	41.00	0.00	1,382.00	\$0.00	0.00	0.00	
Direct Deposit	\$0.00											
Cash	\$1,667.00								CSR Credit	\$0.00		
Checks	\$7,569.00								Jail Credit	\$0.00	Post for Refund	\$0.00
Money Orders	\$41.00								Non-Monetary	\$0.00	Over Payments	\$0.00
Credit Cards :	\$1,382.00	Escrow Payments	\$0.00	Transaction Fee	\$0.00							
<b>TOTAL CURRENCY</b>	<b>\$10,659.00</b>	<b>ESCROW PAID</b>	<b>\$0.00</b>	<b>TRAN. FEES</b>	<b>\$0.00</b>	<b>TOTAL</b>	<b>\$0.00</b>	<b>TOTAL PAID</b>	<b>\$0.00</b>			

211 W. 6th St.  
P.O. Box 588  
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Payment Register: GL Code Recap  
Williamson County Justice of the Peace, Pct. 4  
By Date 04/01/2014-04/30/2014

Date Printed: 4/30/2014  
Time Printed: 4:56:38PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	TOTALS
0100-0000-341804		1,272.00	299.00	0.00	0.00	1,571.00
0100-0000-341904		5,490.00	930.00	0.00	0.00	6,420.00
0100.0000.341804		1,075.00	25.00	0.00	0.00	1,100.00
0399-0000-208822		540.00	48.00	0.00	0.00	588.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	900.00	80.00	0.00	0.00	980.00
<b>TOTALS :</b>		9,277.00	1,382.00	0.00	0.00	10,659.00



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 04/01/2014-04/30/2014

Date Printed: 4/30/2014  
Time Printed: 4:47:30PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	ESCROW	CC	JAIL TIME	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	153	747.80	697.80	186.10	0.00	165.00	0.00	346.70	50.00	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	146	687.35	648.50	124.65	0.00	110.00	0.00	413.85	38.85	0.00	0.00	0399-0000-208400
AFPPWA	PARKS & WILDLIFE ARREST	25	125.00	125.00	10.00	0.00	15.00	0.00	100.00	0.00	0.00	0.00	0399-0000-208400
CJP	CRIMINAL JUSTICE PLANNING	1	5.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0399-0000-208100
CS	CHILD SAFETY	9	180.00	140.00	60.00	0.00	20.00	0.00	60.00	40.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	16	199.95	139.95	0.00	0.00	33.00	0.00	106.95	60.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	11	110.00	110.00	30.00	0.00	20.00	0.00	60.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	17	2,001.37	994.57	88.40	0.00	0.00	0.00	906.17	1,006.80	0.00	0.00	010100.0000.20701
DSC	DEFENSIVE DRIVING	71	627.50	627.50	101.18	0.00	310.70	0.00	215.62	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	670	62,652.05	48,336.35	10,514.00	0.00	6,347.20	0.00	31,475.15	14,315.70	0.00	0.00	0100-0000-351304
FINEOMRE	FINE OMR Entity With out licen	1	100.00	100.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0399-0000-20862
GR	GENERAL REVENUE	1	2.50	0.00	0.00	0.00	0.00	0.00	0.00	2.50	0.00	0.00	0399-0000-208250
JCPT	JUDICIAL COURT PERSONNE	15	23.66	18.66	0.00	0.00	4.40	0.00	14.26	5.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	24	2,125.00	2,125.00	170.00	0.00	255.00	0.00	1,700.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	238	681.66	660.66	129.66	0.00	144.51	0.00	386.49	21.00	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	2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
AFC1.	CONTABLE ARREST FEE	2	5.00	5.00	0.00	0.00	0.85	0.00	4.15	0.00	0.00	0.00	0100-0000-341911
AFC4.	CONTABLE ARREST FEE	10	50.00	50.00	0.00	0.00	10.00	0.00	40.00	0.00	0.00	0.00	0100-0000-341914
CIW.	CONSTABLE 1 WARRANT	1	50.00	50.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	11	550.00	300.00	100.00	0.00	0.00	0.00	200.00	250.00	0.00	0.00	0100-0000-341913
C4W	CONSTABLE 4 WARRANT	2	100.00	100.00	0.00	0.00	50.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341914
C4W.	CONSTABLE 4 WARRANT	51	2,266.37	1,866.37	279.87	0.00	350.00	0.00	1,236.50	400.00	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT C	446	16,400.94	15,319.14	3,287.90	0.00	2,648.94	0.00	9,382.30	1,081.80	0.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	446	1,251.29	1,164.98	246.62	0.00	202.44	0.00	715.92	86.31	0.00	0.00	0360-0000-341150
CHS2A	COURTHOUSE SECURITY	427	403.45	377.68	82.21	0.00	65.28	0.00	230.19	25.77	0.00	0.00	0361-0000-341154
CMI	CORRECTIONAL MANAG	12	4.66	3.66	0.00	0.00	1.10	0.00	2.56	1.00	0.00	0.00	0399-0000-208730
COM	COMMITMENT	65	277.49	118.64	35.00	0.00	17.00	0.00	66.64	158.85	0.00	0.00	0100-0000-341804
CWF	WILLIAMSON COUNTY W	39	1,488.50	850.10	300.00	0.00	69.60	0.00	480.50	638.40	0.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIO	15	61.65	46.65	0.00	0.00	11.00	0.00	35.65	15.00	0.00	0.00	0399-0000-208170
GWF	GRANGER POLICE DEPA	1	6.00	6.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0100-0000-341804
HWF	HUTTO POLICE DEPART	2	77.20	77.20	0.00	0.00	0.00	0.00	77.20	0.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	422	800.08	748.54	162.41	0.00	130.56	0.00	455.57	51.54	0.00	0.00	0399-0000-208703
JCD	JUVENILE CRIME & DEL	15	5.41	4.16	0.00	0.00	1.10	0.00	3.06	1.25	0.00	0.00	0399-0000-208180
JCM	JUVENILE CASE MANAG	393	1,870.99	1,757.14	361.03	0.00	321.40	0.00	1,074.71	113.85	0.00	0.00	0103690000370000
JCP	JUDICIAL COURT PERSON	1	1.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0399-0000-208500
JCTF	JUSTICE COURT TECHNO	443	1,656.38	1,545.30	328.82	0.00	269.92	0.00	946.56	111.08	0.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	427	1,613.78	1,510.70	328.82	0.00	261.12	0.00	920.76	103.08	0.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	427	2,413.87	2,259.25	491.24	0.00	391.68	0.00	1,376.33	154.62	0.00	0.00	0399-0000-208352
LEO	LEO	1	3.50	0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	0.00	0399-0000-208200
MV	STATE CIVIL JUSTICE DA	200	19.28	18.78	3.92	0.00	4.80	0.00	10.06	0.50	0.00	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208850
OVER	OVER PAYMENT OF FINE	1	0.10	0.10	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
REL	RELEASE	65	277.49	118.64	35.00	0.00	17.00	0.00	66.64	158.85	0.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	3	150.00	50.00	0.00	0.00	0.00	0.00	50.00	100.00	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	17	2,741.96	2,741.96	1,000.00	0.00	100.00	0.00	1,641.96	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	237	6,786.60	6,576.60	1,296.60	0.00	1,445.10	0.00	3,834.90	210.00	0.00	0.00	0399-0000-208425
SUM	SUMMONS FEE	43	199.46	172.86	30.00	0.00	20.00	0.00	122.86	26.60	0.00	0.00	0100-0000-341904
THWF	THRALL POLICE DEPART	2	29.10	6.70	0.00	0.00	0.00	0.00	6.70	22.40	0.00	0.00	0100-0000-341804
TP	TIME PAYMENT	115	2,575.85	2,389.85	548.03	0.00	432.00	0.00	1,409.82	186.00	0.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION .	287	559.50	557.50	114.44	0.00	112.00	0.00	331.06	2.00	0.00	0.00	01-0399-0000-20803
TWF	TAYLOR POLICE DEPART	7	350.00	200.00	150.00	0.00	50.00	0.00	0.00	150.00	0.00	0.00	0100-0000-341804
TWFIN	TOLLWAY FINE	108	2,857.01	2,657.01	282.86	0.00	248.35	0.00	2,125.80	200.00	0.00	0.00	0100-0000-207027

<b>TOTALS SUMMARY</b>	6145	118,172.75	98,374.50	21,028.86	0.00	14,656.05	0.00	62,689.59	\$19,798.25	0.00	0.00
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Direct Deposit	\$0.00							CSR Credit	\$0.00		
Cash	\$21,028.86							Jail Credit	\$19,798.25	Post for Refund	\$0.00
Checks	\$0.00							Non-Monetary	\$0.00	Over Payments	\$0.00
Money Orders	\$14,656.05	Escrow Payments	\$0.00	Transaction Fee	\$0.00						
Credit Cards :	\$62,689.59										

<b>TOTAL CURRENCY</b>	<b>\$98,374.50</b>	<b>ESCROW PAID</b>	<b>\$0.00</b>	<b>TRAN. FEES</b>	<b>\$0.00</b>	<b>TOTAL</b>	<b>\$19,798.25</b>	<b>TOTAL PAID</b>	<b>\$0.00</b>
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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 04/01/2014-04/30/2014

Date Printed: 4/30/2014  
Time Printed: 4:47:30PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	TOTALS
0100-0000-209600		425.00	1,700.00	0.00	0.00	2,125.00
0100-0000-209700		0.10	0.00	0.00	0.00	0.10
0100-0000-341804		2,940.75	3,464.45	1,339.50	0.00	7,744.70
0100-0000-341904		10.00	10.00	10.00	0.00	30.00
0100-0000-341911		50.85	4.15	0.00	0.00	55.00
0100-0000-341913		100.00	200.00	250.00	0.00	550.00
0100-0000-341914		729.87	1,439.36	416.60	0.00	2,585.83
0100-0000-351304		16,861.20	31,475.15	14,315.70	0.00	62,652.05
0360-0000-341150		449.06	715.92	86.31	0.00	1,251.29
0361-0000-341154		147.49	230.19	25.77	0.00	403.45
0372-0000-341144		598.74	946.56	111.08	0.00	1,656.38
0399-0000-208100		0.00	0.00	5.00	0.00	5.00
0399-0000-208160		5,936.84	9,382.30	1,081.80	0.00	16,400.94
0399-0000-208170		11.00	35.65	15.00	0.00	61.65
0399-0000-208180		1.10	3.06	1.25	0.00	5.41
0399-0000-208200		0.00	0.00	3.50	0.00	3.50
0399-0000-208235		589.94	920.76	103.08	0.00	1,613.78
0399-0000-208250		0.00	0.00	2.50	0.00	2.50
0399-0000-208300		33.00	106.95	60.00	0.00	199.95
0399-0000-208352		882.92	1,376.33	154.62	0.00	2,413.87
0399-0000-208400		259.65	513.85	38.85	0.00	812.35
0399-0000-208425		2,741.70	3,834.90	210.00	0.00	6,786.60
0399-0000-208500		4.40	14.26	6.00	0.00	24.66
0399-0000-208730		1.10	2.56	1.00	0.00	4.66
0399-0000-208850		0.00	0.00	0.00	0.00	0.00
0399-0000-208860		980.03	1,409.82	186.00	0.00	2,575.85
0399-0000-208703		292.97	455.57	51.54	0.00	800.08
0399-0000-208415		8.72	10.06	0.50	0.00	19.28
0100-0000-207027		531.21	2,125.80	200.00	0.00	2,857.01
01.0100.0000.207017	DLQ FEE	88.40	906.17	1,006.80	0.00	2,001.37
0103690000370000	JUVENILE CASE MANAGER FUND	682.43	1,074.71	113.85	0.00	1,870.99
01-0399-0000-208620	01-0399-0000-208620	100.00	0.00	0.00	0.00	100.00
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	226.44	331.06	2.00	0.00	559.50
<b>TOTALS:</b>		35,684.91	62,689.59	19,798.25	0.00	118,172.75

**Commissioners Court - Regular Session****8.****Meeting Date:** 05/13/2014

Treasurers Report on the Williamson County Finances March 2014

**Submitted For:** Vivian Wood**Submitted By:** Celia Villarreal, County Treasurer**Department:** County Treasurer**Agenda Category:** Consent

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**Information****Agenda Item**

Consider approving the Treasurer's Report on the Williamson County Finances for March 2014.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**March 2014 Treasurers Report on Williamson County Finances

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Celia Villarreal

Final Approval Date: 04/29/2014

**Reviewed By**

Wendy Coco

**Date**

04/29/2014 02:42 PM

Started On: 04/25/2014 03:20 PM

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES  
IN THE HANDS OF VIVIAN L. WOOD  
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT  
WILLIAMSON COUNTY, TEXAS  
IN REGULAR SESSION  
MAY TERM 2014

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, at the Regular term of Court, we compared and examined the monthly report of VIVIAN L. WOOD, Treasurer of Williamson County, Texas, for **MARCH 2014**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as \$271,018,741.91.

\_\_\_\_\_  
Dan A. Gattis, County Judge

\_\_\_\_\_  
Lisa Birkman, Commissioner Pct. 1

\_\_\_\_\_  
Cynthia Long, Commissioner Pct. 2

\_\_\_\_\_  
Valerie Covey, Commissioner Pct .3

\_\_\_\_\_  
Ron Morrison, Commissioner Pct .4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the \_\_\_\_\_ day \_\_\_\_\_, A.D., 2014.

\_\_\_\_\_  
Attest: Nancy E. Rister, County Clerk  
Clerk of the Commissioners Court in and for  
Williamson County, Texas

\_\_\_\_\_  
By: Deputy

AGENDA DATE \_\_\_\_\_ AGENDA NUMBER \_\_\_\_\_

## LONG TERM INVESTMENT SECURITIES BALANCE

Account Name	Balance March 31, 2014
GENERAL FUND	\$ 20,426,837.57
TOBACCO FUNDS	\$ 2,000,000.00
ROAD & BRIDGE	\$ 9,985,680.00
DEBT SERVICE	\$ 1,497,340.00
FUTURE ENVIRONMENTAL LIABILITY	\$ 499,113.34
CAPITAL PROJECTS FUND	\$ 26,968,408.33
<b>TOTAL</b>	<b>\$ 61,377,379.24</b>

**WILLIAMSON COUNTY  
TEXPOOL, TEXPOOL PRIME, TEXSTAR ACCOUNTS**

<b>ACCOUNT NAME</b>	<b>TEXPOOL BALANCE 3/31/14</b>	<b>TEXPOOL PRIME BALANCE 3/31/14</b>	<b>TEXSTAR BALANCE 3/31/14</b>	<b>GRAND TOTAL</b>
COURTHOUSE SECURITY	77,818.16			77,818.16
COUNTY RMP	649,208.55			649,208.55
GENERAL FUND	38,862.39	79,028,201.00		79,067,063.39
LIBRARY FUND	476,065.53			476,065.53
COURT REPORTER SVC	687,466.68			687,466.68
TOBACCO FUNDS	8,425.31	1,623,679.60		1,632,104.91
KARST	135,951.45			135,951.45
CO RECORD ARCHIVE	1,408,071.65			1,408,071.65
TCEQ AIR CHECK GRANT	1,110,046.07			1,110,046.07
TCEQ LIP	35,759.29			35,759.29
FUTURE ENVIRONMENTAL LIAB		57,802.45		57,802.45
ROAD AND BRIDGE	24,507.99	12,568,796.76		12,593,304.75
TOTAL CO'S & BOND	1,045,172.41	38,670,456.74	13,663,961.55	53,379,590.70
DEBT SERVICE	485,951.79	6,608,030.36		7,093,982.15
BENEFITS		4,100,686.26		4,100,686.26
*RESTRICTED FUNDS	1,501,792.44			1,501,792.44
<b>TOTALS</b>	<b>\$ 7,685,099.71</b>	<b>\$ 142,657,653.17</b>	<b>\$ 13,663,961.55</b>	<b>\$ 164,006,714.43</b>

\*Includes Child Safety, Records Mgmt/Prsrv Fund County Clerk, Alternate Dispute Resolution Fund, Justice Court Technology



## **SUMMARY OF THE RECONCILIATION OF BANK ACCOUNTS**

<b>Account Name</b>	<b>Bank Balance Per Bank Reconciliation March 31, 2014</b>
GENERAL FUND	\$ 43,358,632.16
PAYROLL	\$ 1,325,350.90
CSCD TREASURER	\$ 950,665.18
<b>TOTAL</b>	<b>\$ 45,634,648.24</b>

**Bank Statement Reconciliation Report**  
**Ending March 31, 2014**  
**GENERAL FUND ACCOUNT**

BALANCE PER BANK	\$	43,860,703.10
ADD:		
OUTSTANDING DEPOSITS	\$	6.00
SUBTRACT:		
OUTSTANDING CHECKS	\$	(502,056.94)
CREDIT CARD REFUND		(20.00)
<b>RECONCILED BANK BALANCE</b>	<b>\$</b>	<b><u>43,358,632.16</u></b>

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STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	43,220,993.16
ADD:		
DEPOSITS MADE BUT NOT RECOGNIZED AS REVENUE UNTIL APRIL 2014	\$	121,688.27
SUBTRACT:		
	\$	0.00
BANK INTEREST 0.400%	\$	15,950.73
<b>RECONCILED BOOK BALANCE</b>	<b>\$</b>	<b><u>43,358,632.16</u></b>
 TOTAL DIFFERENCE IN BOOK FROM THE BANK	 \$	 (0.00)

NOTES:

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Bank Statement Reconciliation Report  
Ending March 31, 2014  
**PAYROLL FUND ACCOUNT**

BALANCE PER BANK	\$	1,366,950.45
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ADD:

SUBTRACT:

PAYROLL OUTSTANDING CHECKS	\$	(2,731.45)
ESCROW OUTSTANDING CHECKS	\$	(38,868.10)

ADJUSTMENTS:

RECONCILED BANK BALANCE	\$	<u>1,325,350.90</u>
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BOOK BALANCE	\$	1,325,350.90
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ADD:

OUTSTANDING DEPOSITS	\$	0.00
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BANK INTEREST EARNED \$791.81 at 0.400%

*(Payroll interest is transferred to and booked as revenue in the General Fund.)*

ADJUSTMENTS:

RECONCILED BOOK BALANCE	\$	<u>1,325,350.90</u>
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TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>0.00</u>
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NOTES:

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**Bank Statement Reconciliation Report**  
**Ending March 31, 2014**  
**CSCD ACCOUNT**

BALANCE PER BANK	\$	984,984.73
ADD:		
OUTSTANDING DEPOSITS	\$	0.00
 SUBTRACT:		
OUTSTANDING CHECKS	\$	(34,319.55)
 <b>RECONCILED BANK BALANCE</b>	<b>\$</b>	<b><u>950,665.18</u></b>

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STATEMENT OF RECEIPTS & DISBURSEMENTS ACCOUNT TOTAL	\$	950,433.02
ADD:		
OUTSTANDING DEPOSIT	\$	0.00

BANK INTEREST 0.400%	\$	232.16
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<b>RECONCILED BOOK BALANCE</b>	<b>\$</b>	<b><u>950,665.18</u></b>
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TOTAL DIFFERENCE IN BOOK FROM THE BANK	\$	<u>0.00</u>
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NOTES:

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## GENERAL FUND TOTAL REVENUES

Account Name	TOTAL MARCH 2014
TOTAL TAXES	\$ 1,166,719.84
TOTAL FEES OF OFFICE	\$ 640,567.85
TOTAL FINES AND FORFEITURES	\$ 426,111.69
TOTAL CHARGES FOR SERVICES	\$ 1,164,637.69
TOTAL INTERGOVERNMENTAL	\$ 170,470.47
TOTAL INVESTMENT INCOME/OTHER	\$ 88,310.62
<hr/>	
<b>TOTAL REVENUES</b>	<b>\$ 3,656,818.16</b>

## GENERAL FUND TOTAL EXPENSES

Account Name	TOTAL MARCH 2014	
TOTAL GENERAL GOVERNMENT	\$	3,213,042.79
TOTAL PUBLIC SAFETY	\$	8,209,415.16
TOTAL JUDICIAL	\$	2,051,009.79
TOTAL COMMUNITY SERVICES	\$	383,377.69
<hr/>		
<b>TOTAL EXPENDITURES</b>	<b>\$</b>	<b>13,856,845.43</b>

**Commissioners Court - Regular Session****9.****Meeting Date:** 05/13/2014

Asset Changes

**Submitted By:** Peggy Wooldridge, Purchasing**Department:** Purchasing**Agenda Category:** Consent

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-office transfer, auction, donation, destruction, or trade-in (complete list attached).

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**Asset Change Forms

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Peggy Wooldridge

Final Approval Date: 05/08/2014

**Reviewed By**

Bob Space

Wendy Coco

**Date**

05/08/2014 09:40 AM

05/08/2014 09:40 AM

Started On: 05/08/2014 08:41 AM

# Williamson County

## Asset Status Change Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dark wood desk			<input type="checkbox"/>
				<input type="checkbox"/>
		RECEIVED		<input type="checkbox"/>
				<input type="checkbox"/>
		APR 29 2014		<input type="checkbox"/>

**Parties involved:**

FROM (Transferor Department):

Auction

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Print Name

Tony Hill

Print Name

Signature

[Signature]

Date Phone Number

4-21-14 943-3314

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

County Attorney

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Stephanie Lloyd

Print Name

Stephanie Lloyd

Signature

[Signature]

Date Phone Number

4-24-14 943-1116

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

## Forward to County Auditor's Office

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

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



# Williamson County

## Asset Status Change Form

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

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	XTL 2500 MOTOROLA Mobile Radio	Serial # 514CHD0124		Working
1	XTL 2500 MOTOROLA Mobile Radio	Serial # 514CJZ0035		Working
1	XTL 2500 MOTOROLA Mobile Radio	Serial # 514CJZ0032		Working

**Parties involved:****FROM** (Transferor Department): WIRELESS COMMUNICATIONS**Transferor - Elected Official/Department Head/****Authorized Staff:**

CATHERINE ROBERTS

Print Name

Signature

**Contact Person:**

CATHERINE ROBERTS

Print Name

+1 (512) 943-3575

Date Phone Number

RECEIVED

APR 25 2014

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

JOE GRANBERRY

Print Name

Signature

**Contact Person:**

JOE GRANBERRY

Print Name

+1 (512) 943-1260

Date Phone Number

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

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## Forward to County Auditor's Office

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

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

# Williamson County

## Asset Status Change Form

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

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

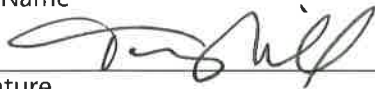
**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
13	blue stackable chairs			<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

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

Print Name

Signature

Tony Hill


Print Name

Date Phone Number

4-21-14 943-3314

MAY 2 2014

 AUDIT  
WILLIAMSON COUNTY, TEXAS

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

**Contact Person:**

Print Name

Signature

NANCY E RISTER


Print Name

Date Phone Number

Marilyn Cavender
943-1549

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# Williamson County

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
3	Ferno Pro Flex Stretcher	Serial Numbers: 06009288, L810941, 07042031	N/A	Non-Working
3	Ferno Pro Flex Stretcher	Serial Numbers: 08078318, 07042030, 08040830	N/A	Non-Working
1	Ferno Stetcher Model 93E	Serial Number: L601873	N/A	Non-Working

**Parties involved:****FROM** (Transferor Department): EMS
**Transferor - Elected Official/Department Head/  
Authorized Staff:**

Kenny Schnell

Print Name

Signature

**Contact Person:**

Butch Dennis

Print Name

+1 (512) 563-0812

Date Phone Number

RECEIVED

APR 30 2014

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

Print Name

Print Name

Signature

Date Phone Number

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# Williamson County

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

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	File Cabinet, Horizontal, 6-DOOR, Beige			
1	Desktop PC, Dell Dimension 1450	9JZ0J	C01587	
1	Desktop PC, Dell Dimension 2400	S24S641	NONE	
1	Desktop PC, Dell Optiplex GX520	2LT8GC1	C01240	
1	Desktop PC, Dell Vostro 200	3586JH1	C02010	

RECEIVED

**Parties involved:****FROM** (Transferor Department): EMS- 0540
**Transferor - Elected Official/Department Head/  
Authorized Staff:**

Joe Granberry, Deputy Director EMS

Print Name



Signature

**Contact Person:**

Jeffrey Isbell

Print Name

+1 (512) 943-1283

Date Phone Number

 AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

 Items located @  
Garage @ EMS Clinic  
321 W. 8th St  
Georgetown
**TO** (Transferee Department/Auction/Trade-in/Donor): Tony Hill/Auction
**Transferee - Elected Official/Department Head/  
Authorized Staff OR Donor - Representative:** (If being  
approved for Sale or Trade-in, no signature is necessary.)
**Contact Person:**

Print Name

Print Name

Signature

Date Phone Number

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# Williamson County

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 ☐ DESTRUCTION due to Public Health / Safety  
☒ SALE at the earliest auction \*   
 ☐ DONATION to a non-county entity

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Desktop PC, Dell Optiplex GX520	DLT8GC1	C01241	
1	TV Display, CRT, Magnavox Remote 21	DN1A0344418664	NONE	

RECEIVED

APR 30 2014

**Parties involved:****FROM** (Transferor Department): EMS- 0540AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS
**Transferor - Elected Official/Department Head/  
Authorized Staff:**
**Contact Person:**

Joe Granberry, Deputy Director EMS

Jeffrey Isbell

Print Name

Print Name

Signature

Date

 +1 (512) 943-1283  
 Phone Number

*Items located in Garage @ EMS  
 Clinical  
 321 W. 8th St  
 Georgetown*
**TO** (Transferee Department/Auction/Trade-in/Donor): Tony Hill/ AUCTION
**Transferee - Elected Official/Department Head/  
Authorized Staff OR Donor - Representative:** (If being  
approved for Sale or Trade-in, no signature is necessary.)
**Contact Person:**

Print Name

Print Name

Signature

Date Phone Number

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# Williamson County

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☒ SALE at the earliest auction \*   
 ☐ DONATION to a non-county entity

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
2	Desktop Hutch/Credenza; 5' x 1' x 1'			Working
1	Desktop Hutch/Credenza; 57" x 18"			Working
1	Desk, 4-Drawer, Walnut Veneer. 5' long.			Working
1	Desk, 2-Drawer, Dk Brown. 6' long.			Working
2	Tables, Brown Veneer. 5' x 30"			Working

**Parties involved:****FROM** (Transferor Department): EMS 0540
**Transferor - Elected Official/Department Head/  
Authorized Staff:**

Joe Granberry, Deputy Director EMS

Print Name

Signature

**Contact Person:**

Jeff Isbell

Print Name

+1 (512) 943-1283

Date

 Phone Number *Items located @ EMS Clinical  
321 W. 8th St  
Georgetown*

RECEIVED

APR 30 2014

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS**TO** (Transferee Department/Auction/Trade-in/Donor): Tony Hill/Auction
**Transferee - Elected Official/Department Head/  
Authorized Staff OR Donor - Representative:** (If being  
approved for Sale or Trade-in, no signature is necessary.)
**Contact Person:**

Print Name

Print Name

Signature

Date Phone Number

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# Williamson County

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 ☐ DESTRUCTION due to Public Health / Safety  
☒ SALE at the earliest auction \*   
 ☐ DONATION to a non-county entity

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Bookshelf, Oak Veneer, 6' x 30"			
1	Desktop Credenza 6' x 24"			
1	File Cabinet, Vertical, 4-Drawer, Black			
1	File Cabinet, Vertical, 5-Drawer, Beige			
1	File Cabinet, Horizontal, 4-DOOR, Beige			

RECEIVED

**Parties involved:****FROM** (Transferor Department): EMS- 0540

APR 30 2014

**Transferor - Elected Official/Department Head/  
Authorized Staff:**
**Contact Person:**AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS

Joe Granberry, Deputy Director EMS

Jeffrey Isbell

Print Name

Print Name

Signature

Date

+1 (512) 943-1283

Phone Number

*Item located @ Garage  
EMS Clinical  
321 W. 8th St.  
Georgetown*
**TO** (Transferee Department/Auction/Trade-in/Donee): *Tony Hill / Auction*
**Transferee - Elected Official/Department Head/  
Authorized Staff OR Donee - Representative:** (If being  
approved for Sale or Trade-in, no signature is necessary.)
**Contact Person:**

Print Name

Print Name

Signature

Date

Phone Number

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# Williamson County

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 ☐ DONATION to a non-county entity

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
11	BCI PulseOximeter #3301	see separate sheet	NONE	NON-WORKING

RECEIVED

**Parties involved:**FROM (Transferor Department): EMS Warehouse

APR 30 2014

Transferor - Elected Official/Department Head/

Authorized Staff:

Joe Granberry

Print Name

Contact Person:

Butch Dennis

Print Name

AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS


Signature

512-563-0812

Date Phone Number

Items located @ EMS WarehouseTO (Transferee Department/Auction/Trade-in/Donee): Auction508 Holly St

Transferee - Elected Official/Department Head/

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

Georgetown

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

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





# *Williamson County Emergency Medical Services*

*To Respect, Care and Serve*

## MEMORANDUM

**To:** Tony Hill  
**From:** Butch Dennis  
**Date:** 4-14-14  
**Re:** Asset Transfer for Sale

Tony Hill,

The following items are offered for sale at the earliest auction.

BCI international Pulse Oximeter Model 3301.

Serial Numbers:

705552607  
150106907  
705267750  
704482015  
703222246  
705638416  
701326299  
AB05070264  
705267130  
705267779  
990418815

# Williamson County

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☒ SALE at the earliest auction \*   
 ☐ DONATION to a non-county entity

**Asset List:**

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
20	Multiple Panasonic CF-19 Laptops. Depreciated.	Multiple. Please see attached spreadsheet	Multiple	Working

**Parties involved:**

**FROM** (Transferor Department): Emergency Medical Services ~~0530~~ 0540 Jeff Isbell

**Transferor - Elected Official/Department Head/**

**Authorized Staff:**

**Contact Person:**

Kenneth Schnell

Jeffrey Isbell, Cmdr. EMS Logistics Division

Print Name

Print Name

Signature

02/02/2014

+1 (512) 943-1283

Date

Phone Number

*EMS Admin  
Item located @ 303 MLK  
Georgetown*

**TO** (Transferee Department/Auction/Trade-in/Donee): Auction / Tony Hill

**Transferee - Elected Official/Department Head/**

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

**Contact Person:**

**RECEIVED**

Print Name

Print Name

**APR 30 2014**

Signature

Date

Phone Number

**AUDITOR'S OFFICE  
WILLIAMSON COUNTY, TEXAS**

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<b>Make</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Condition</b>
Panasonic	CF19FDGAXCM	8EKSA60333	Working, Obsolete OS
Panasonic	CF19FDGAXCM	8EKSA60310	Working, Obsolete OS
Panasonic	CF19FDGAXCM	8EKSA60329	Working, Obsolete OS
Panasonic	CF19FDGAXCM	8EKSA60287	Working, Obsolete OS
Panasonic	CF19FDGAXCM	8EKSA60338	Working, Obsolete OS
Panasonic	CF19FDGAXCM	8EKSA60365	Working, Obsolete OS
Panasonic	CF19FDGAXCM	8EKSA60325	Working, Obsolete OS
Panasonic	CF19FDGAXCM	8EKSA60277	Working, Obsolete OS
Panasonic	CF19C6GAXVM	8CKSA41775	Working, Obsolete OS
Panasonic	CF19FDGAXCM	8EKSA60362	Working, Obsolete OS
Panasonic	CF19C6GAXVM	8BKSA36051	Working, Obsolete OS
Panasonic	CF19FDGAXCM	8EKSA60369	Working, Obsolete OS
Panasonic	CF19FDGAXCM	8EKSA60331	Working, Obsolete OS
Panasonic	CF19C6GAXVM	8BKSA36047	Working, Obsolete OS
Panasonic	CF19FDGAXCM	8EKSA60312	Working, Obsolete OS
Panasonic	CF19FDGAXCM	8EKSA60350	Working, Obsolete OS
Panasonic	CF19FDGAXCM	8EKSA60301	Working, Obsolete OS
Panasonic	CF19FDGAXCM	8EKSA60353	Working, Obsolete OS
Panasonic	CF19C6GAXVM	8CKSA41762	Working, Obsolete OS
Panasonic	CF19FDGAXCM	8EKSA60373	Working, Obsolete OS

**Commissioners Court - Regular Session****10.****Meeting Date:** 05/13/2014

Discuss consider and take appropriate action on approval of final plat for the Siena Ph 1 Sec 21 subdivision - Pct 4

**Submitted For:** Joe England**Submitted By:** Patrick Hughes, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approval of final plat for the Siena Ph 1 Sec 21 subdivision - Pct 4

**Background**

This is the next addition to the Siena development, located along CR 110 and north of US 79. It consists of 169 single-family lots and 7,048 linear feet of new street. Roadway and drainage construction has been completed.

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
---------	----------	-------------	--------	----------

**Attachments**[Final Plat - Siena Ph 1 Sec 21](#)

---

**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 05/07/2014

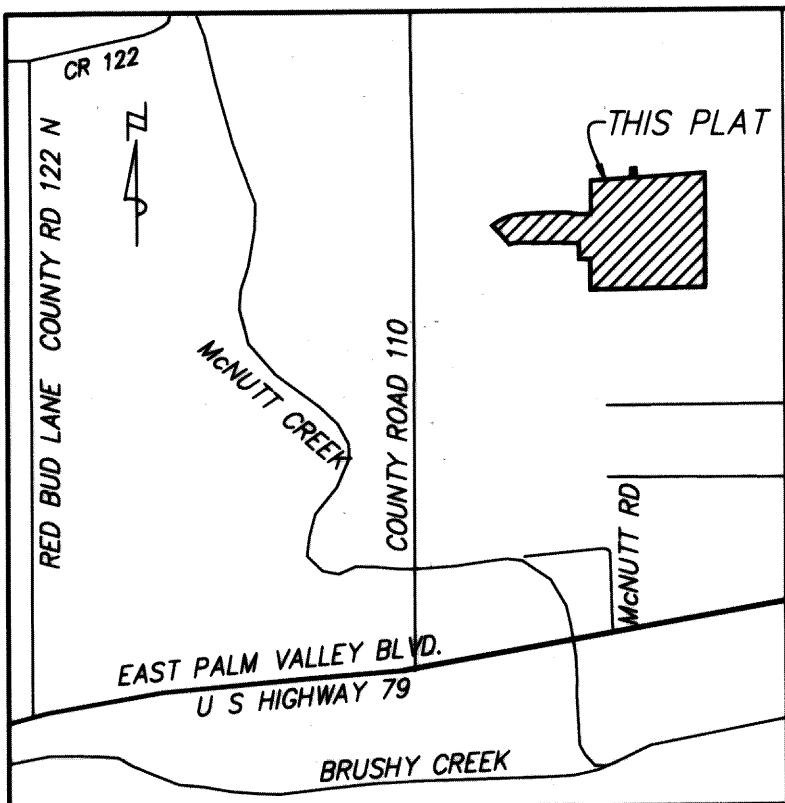
**Reviewed By**

Wendy Coco

**Date**

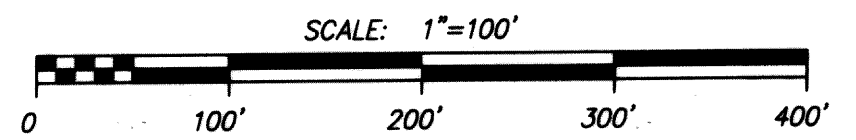
05/07/2014 12:08 PM

Started On: 05/07/2014 09:46 AM



LOCATION MAP NOT TO SCALE

FINAL PLAT OF  
**SIENA SECTION 21**  
WILLIAMSON COUNTY, TEXAS

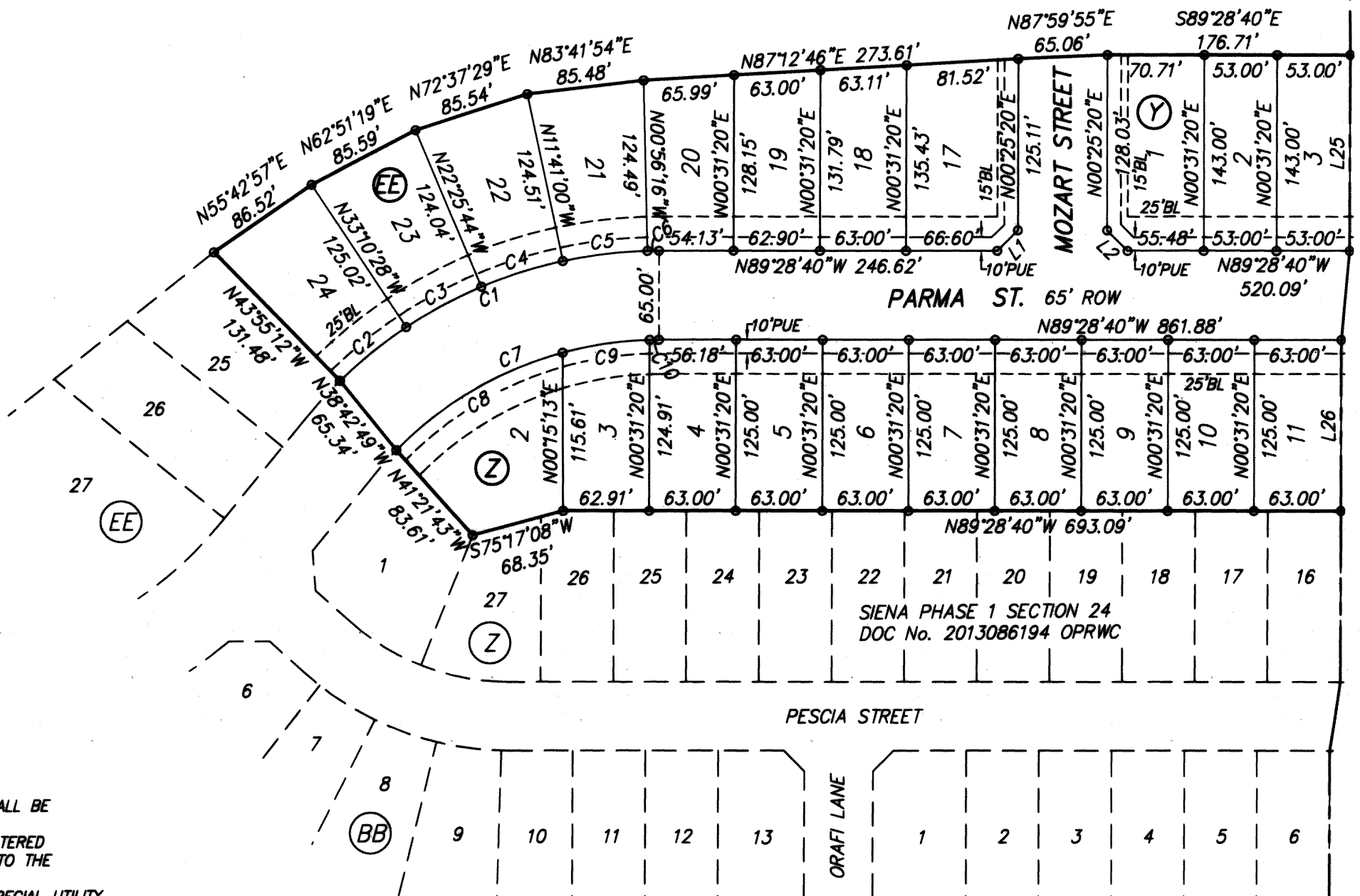


LINE TABLE		
LINE	LENGTH	BEARING
L1	21.23'	N45°28'20"E
L2	21.19'	N44°31'40"W
L3	21.23'	N45°28'12"E
L4	21.19'	N44°31'48"W
L5	21.23'	N45°28'12"E
L6	21.23'	N44°31'48"W
L7	21.44'	N44°45'06"E
L8	20.99'	N45°14'54"W
L9	20.46'	N43°21'30"E
L10	21.94'	N46°38'30"W
L11	20.46'	N43°21'30"E
L12	21.94'	N46°38'30"W
L13	21.94'	N46°38'30"W
L14	20.46'	N43°21'30"E
L15	21.94'	N43°21'30"E
L16	20.46'	N46°38'30"W
L17	20.46'	N46°38'30"W
L18	21.94'	N43°21'30"E
L19	20.46'	N46°38'30"W
L20	21.94'	N43°21'30"E
L21	21.94'	N46°38'30"W
L22	20.46'	N43°21'30"E
L23	29.27'	N46°36'34"W
L24	27.26'	N43°21'26"E
L25	143.00'	N00°31'20"E
L26	125.00'	N00°31'20"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	257.91	332.50	44°26'32"	N68°18'04"E	251.49
C2	62.36	332.50	10°44'44"	N51°27'10"E	62.27
C3	62.36	332.50	10°44'44"	N62°11'54"E	62.27
C4	62.36	332.50	10°44'44"	N72°56'38"E	62.27
C5	62.25	332.50	10°43'39"	N83°40'49"E	62.16
C6	8.58	332.50	1°28'42"	N89°46'59"E	8.58
C7	213.42	267.50	45°42'44"	N67°39'58"E	207.80
C8	142.32	267.50	30°29'00"	N60°03'07"E	140.65
C9	64.28	267.50	13°46'06"	N82°10'40"E	64.13
C10	6.82	267.50	1°27'37"	N89°47'32"E	6.82
C11	21.03	25.00	48°11'23"	N24°30'44"E	20.41
C12	163.76	50.00	187°39'04"	N45°13'06"W	99.78
C13	43.14	50.00	49°26'07"	N23°53'22"E	41.81
C14	32.56	50.00	37°18'29"	N19°28'56"W	31.99
C15	35.33	50.00	40°29'20"	N58°22'51"W	34.60
C16	52.73	50.00	60°25'07"	N71°09'56"E	50.32
C17	21.03	25.00	48°11'23"	N65°03'03"E	20.41
C18	39.82	25.00	91°16'18"	N45°13'06"W	35.75
C19	38.74	25.00	88°47'17"	N44°45'06"E	34.98
C20	21.03	25.00	48°11'23"	N66°45'34"W	20.41
C21	161.59	50.00	185°10'03"	N44°45'06"E	99.90
C22	42.13	50.00	48°16'54"	N66°48'19"W	40.90
C23	119.46	50.00	136°53'09"	N20°36'39"E	93.01
C24	21.03	25.00	48°11'23"	N23°44'14"W	20.41
C25	23.56	15.00	90°00'00"	N45°21'28"E	21.21
C26	23.56	15.00	90°00'00"	N44°38'32"W	21.21
C27	39.27	25.00	90°00'00"	N45°21'28"E	35.36
C28	21.03	25.00	48°11'23"	N65°32'51"W	20.41
C29	162.65	50.00	186°22'46"	N45°21'28"E	99.85
C30	36.04	50.00	41°17'51"	N62°06'05"W	35.26
C31	51.09	50.00	58°32'40"	N67°58'39"E	48.90
C32	41.30	50.00	47°19'39"	N15°02'29"E	40.14
C33	34.22	50.00	39°12'34"	N28°13'38"W	33.55
C34	21.03	25.00	48°11'23"	N23°44'14"W	20.41
C35	21.03	25.00	48°11'23"	N23°40'39"W	20.41
C36	159.10	50.00	182°19'15"	N43°23'17"E	99.98
C37	25.57	50.00	29°18'17"	N33°07'12"W	25.30
C38	46.40	50.00	53°10'25"	N08°07'09"E	44.76
C39	35.33	50.00	40°29'20"	N54°57'02"E	34.60
C40	51.80	50.00	59°21'13"	N75°07'42"W	49.51
C41	21.03	25.00	48°11'23"	N69°32'47"W	20.41
C42	37.50	25.00	85°56'29"	N43°23'17"E	34.08

NEW STREETS:			
NAME	LENGTH	WIDTH	DESIGN SPEED
ANGELO LOOP	2456	50	30
ANGELO STREET	1103	50	30
AREZZO DRIVE	1061	50	30
MOZART STREET	174	50	30
PARMA STREET	1137	65	30
PESCIA STREET	280	50	30
ROMA STREET	837	50	25
TOTAL	7048		

SEDC DEVCO, INC.  
291.9779 ACRES  
DOC. No. 2013084236  
OPRWC



MATCH LINE - SEE SHEET 2

NOTES:

- NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
- NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
- WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH WATER SPECIAL UTILITY DISTRICT.
- SANITARY SEWER SERVICE WILL BE PROVIDED BY THE CITY OF ROUND ROCK.
- THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF SIENA MUNICIPAL UTILITY DISTRICT No. 1.
- SIDEWALKS WILL BE MAINTAINED BY THE ADJACENT HOMEOWNERS.
- THE COUNTY (WILLIAMSON COUNTY) WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE OR EASEMENTS IN THIS SUBDIVISION OUTSIDE OF THE ROADWAY RIGHT-OF-WAY. MAINTENANCE AND LIABILITY OF IMPROVEMENTS INCLUDING BUT NOT LIMITED TO LANDSCAPING, ILLUMINATION, SIDEWALKS, WATER QUALITY FEATURES, PRIVATE DRIVEWAYS, OR ANY OTHER IMPROVEMENTS REQUIRED BY OTHER GOVERNMENTAL AGENCIES SHALL NOT BE THE RESPONSIBILITY OF THE COUNTY.
- THE CONSTRUCTION OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTY COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINAGE OR PROTECTING THE ROAD SYSTEMS AND STREETS.
- THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATION BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
- ALL PUBLIC ROADWAYS, RIGHTS-OF-WAY AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.

LEGEND:

- = IRON ROD SET (1/2" WITH RJ SURVEYING CAP)
- = FOUND 1/2" IRON ROD
- ROW = RIGHT OF WAY
- DE = DRAINAGE AND STORM SEWER EASEMENT
- WWE = WASTEWATER EASEMENT
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- PRWC = PLAT RECORDS OF WILLIAMSON COUNTY
- Ⓢ = BLOCK NAME

OWNER:  
SEDC DEVCO, INC., JOHN LLOYD, PRESIDENT  
4720-4 ROCKCLIFF ROAD  
AUSTIN, TEXAS 78746  
AREA OF PLAT: 42.79 ACRES  
NUMBER OF BLOCKS: 8  
LINEAR FEET OF NEW STREETS: 7048 FT  
PATENT SURVEY: ROBERT MCNUITT SURVEY, ABSTRACT No. 422  
NUMBER OF LOTS BY TYPE:  
169 SINGLE FAMILY LOTS  
1 DRAINAGE LOT

DATE: APRIL 20, 2014

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817

**RJ SURVEYING & ASSOCIATES, INC.**  
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817



# FINAL PLAT OF SIENA SECTION 21

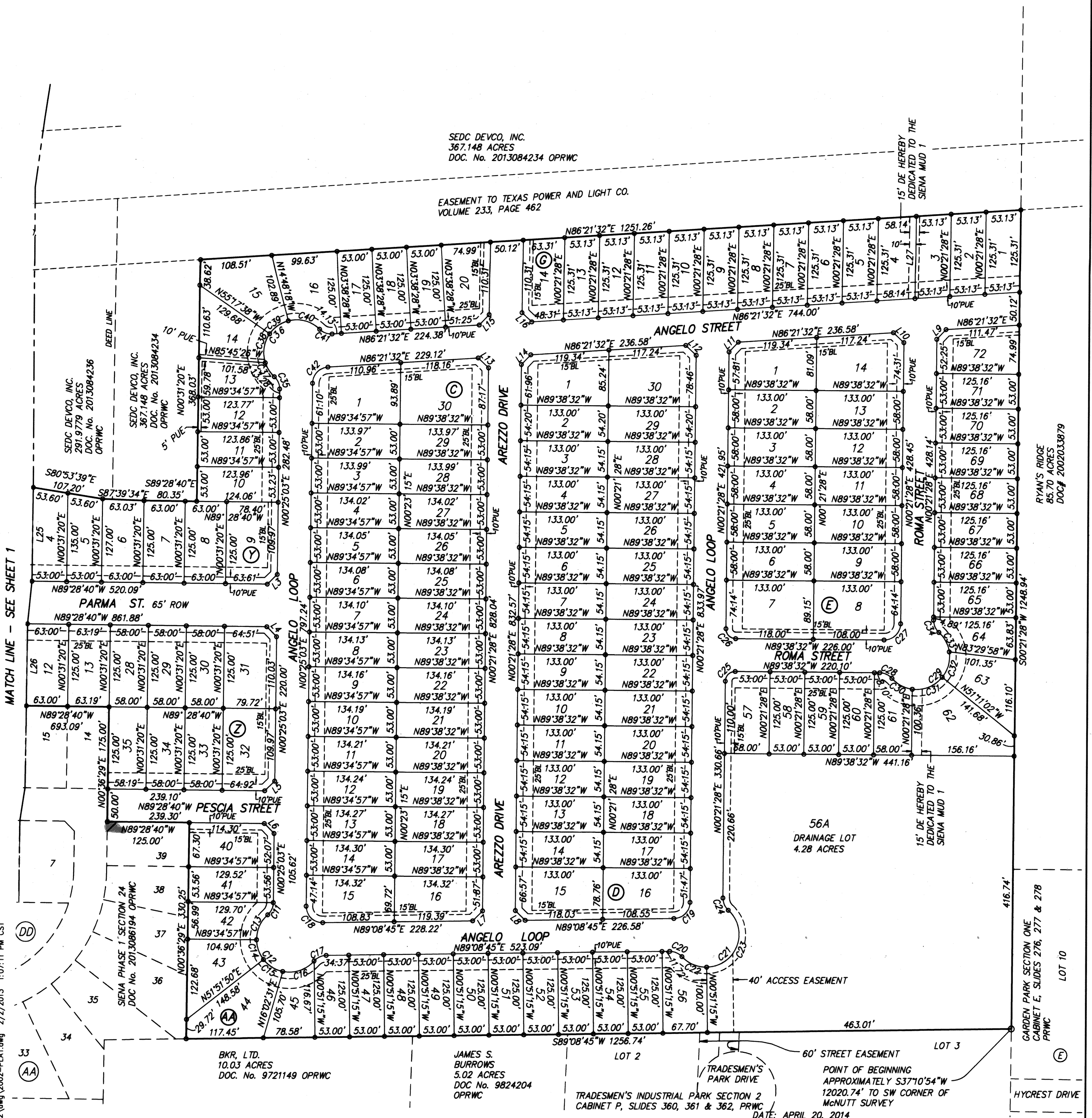
WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'



## LEGEND:

- = IRON ROD SET (1/2" WITH RJ SURVEYING CAP)
- = FOUND 1/2" IRON ROD
- ROW = RIGHT OF WAY
- DE = DRAINAGE EASEMENT
- WWE = WASTEWATER EASEMENT
- Ⓢ = BLOCK NAME



S:\LAND2001-2050\2002\PLAT.dwg 2/2/2013 1:07:11 PM CST

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817

**RJ SURVEYING & ASSOCIATES, INC.**  
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817

DATE: APRIL 20, 2014



## DESCRIPTION:

A PARCEL OF LAND IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE ROBERT McNUTT SURVEY, ABSTRACT No. 422 AND BEING A PART OF THAT 40,000 ACRE TRACT OF LAND CONVEYED TO DOUBLE J INVESTMENTS, LP, BY DEED RECORDED IN DOCUMENT No. 2005083810 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PART OF THAT 124.393 ACRE TRACT OF LAND CONVEYED TO EASY KYLE PARTNERS, LP, BY DEED RECORDED IN DOCUMENT No. 2006039639 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT to a 1/2" iron rod found at the Southeast Corner of the said 124.393 Acre Tract at the Northeast Corner Lot 3, Tradesmen's Industrial Park Section 2, according to the plat thereof recorded in Cabinet P, Slides 360, 361 and 362 of the Plat Records of Williamson County, Texas (from which point the Southwest Corner of the McNutt Survey bears approximately S.37°10'54"W. 12020.74 feet);

THENCE S.89°08'45"W., along the South Line of the said 124.393 Acre Tract, the same being the North Line of Lots 2 and 3, of the said plat of Tradesmen's Industrial Park Section 2, (at a distance of 645.44 feet pass a 1/2" iron rod found at the Northwest Corner of said Lot 2), in all a total distance of 1256.74 feet to a 1/2" iron rod set;

THENCE across the said 124.393 Acre Tract the following two courses:

N.00°36'29"E. a distance of 330.25 feet to a 1/2" iron rod set;  
N.89°28'40"W. a distance of 125.00 feet to a 1/2" iron rod set in the West Line of the 124.393 Acre Tract and the East Line of the said 40,000 Acre Tract;

THENCE N.00°36'29"E. along the Common Line of the 124.393 Acre Tract and the 40,000 Acre Tract a distance of 175.00 feet to a 1/2" iron rod set;

THENCE across the said 40,000 Acre Tract the following 14 courses:

N.89°28'40"W. a distance of 693.09 feet to a 1/2" iron rod set;  
S.75°17'08"W. a distance of 68.35 feet to a 1/2" iron rod set;  
N.41°21'43"W. a distance of 83.61 feet to a 1/2" iron rod set;  
N.38°42'49"W. a distance of 65.34 feet to a 1/2" iron rod set;  
N.43°55'12"W. a distance of 131.48 feet to a 1/2" iron rod set;  
N.55°42'57"E. a distance of 86.52 feet to a 1/2" iron rod set;  
N.62°51'19"E. a distance of 85.59 feet to a 1/2" iron rod set;  
N.72°37'29"E. a distance of 85.54 feet to a 1/2" iron rod set;  
N.83°41'54"E. a distance of 85.48 feet to a 1/2" iron rod set;  
N.87°12'46"E. a distance of 273.61 feet to a 1/2" iron rod set;  
N.87°59'55"E. a distance of 65.06 feet to a 1/2" iron rod set;  
S.89°28'40"E. a distance of 176.71 feet to a 1/2" iron rod set;  
S.80°53'39"E. a distance of 107.20 feet to a 1/2" iron rod set;  
S.87°39'34"E. (at 14.34 feet pass the said Common Line of the 124.393 Acre Tract and the 40,000 Acre Tract) in all a distance of 63.03 feet to a 1/2" iron rod set;

THENCE across the said 124.393 Acre Tract the following three courses:

S.89°28'40"E. a distance of 80.35 feet to a 1/2" iron rod set;  
N.00°31'20"E. a distance of 368.03 feet to a 1/2" iron rod set;  
N.86°21'32"E. a distance of 1251.26 feet to a 1/2" iron rod set to the East Line of the said 124.393 Acre Tract and the West Line of that 85.70 Acre Tract conveyed to Ryan's Ridge by deed recorded in Document No. 2002033879 of the Official Public Records of Williamson County, Texas;

THENCE S.00°21'28"W. along the East Line of the 124.393 Acre Tract and the West Line of the 85.70 Acre Tract (at a distance of 1005.23 feet pass the Northwest Corner of Lot 10, Block E, Garden Park Section One, according to the plat thereof recorded in according to the plat thereof recorded in Cabinet E, Slides 276, 277 and 278 of the Plat Records of Williamson County, Texas) in all a distance of 1248.94 feet to the said Point of Beginning.

Containing 42.79 acres, more or less.

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT SEDC DEVCO, INC., A TEXAS CORPORATION, BEING THE OWNER OF THE CERTAIN 291.9779 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2013084236 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND THE OWNER OF THAT 367.148 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. WE DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "SIENA SECTION 21." AND FURTHER ACKNOWLEDGE THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

THIS 30<sup>th</sup> DAY OF APRIL, 2014

SEDC DEVCO, INC.

*John S. Lloyd*  
JOHN LLOYD, PRESIDENT  
4720-4 ROCKCLIFF ROAD  
AUSTIN, TEXAS 78746

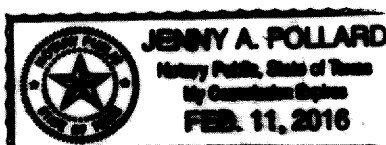
ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF TEXAS

BEFORE ME ON THIS DAY PERSONALLY APPEARED JOHN LLOYD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30<sup>th</sup> DAY OF APRIL, A. D., 2014

*Jenny A. Pollard*  
NOTARY PUBLIC SIGNATURE



STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT INTERNATIONAL BANK OF COMMERCE, THE LIEN HOLDER OF THAT CERTAIN 42.79 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE TRACTS OF LAND DESCRIBED IN DOCUMENT NOS. 2007070997, 2008015857, 2013014332, 2013014333 AND 2013084452 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AS SUCH INSTRUMENTS ARE AMENDED, MODIFIED AND EXTENDED, DOES HEREBY CONSENT TO THE SUBDIVISION OF SUCH 42.79 ACRE TRACT OF LAND, AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

INTERNATIONAL BANK OF COMMERCE  
A TEXAS BANKING ASSOCIATION

BY:

*[Signature]*

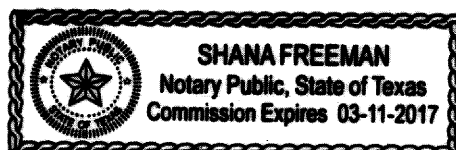
VICE PRESIDENT  
COMMERCIAL LENDING

THE STATE OF TEXAS  
COUNTY OF

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 30<sup>th</sup> DAY OF APRIL, 2014

BY:

*Shana Freeman*  
NOTARY PUBLIC, STATE OF TEXAS  
PRINTED NAME  
MY COMMISSION EXPIRES: 3-11-17



STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT DOUBLE J INVESTMENTS, L.P. A TEXAS LIMITED PARTNERSHIP, THE LIEN HOLDER OF THAT CERTAIN 291.9779 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 2013084236 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN ~~42.79~~ ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

DOUBLE J INVESTMENTS, LP., A TEXAS LIMITED PARTNERSHIP

BY: AUS S.T. KYLE GP, INC.  
A TEXAS CORPORATION,  
ITS GENERAL PARTNER

BY:

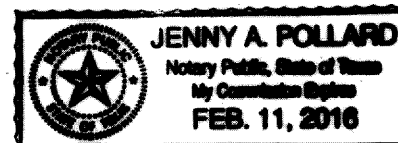
*John S. Lloyd*  
JOHN S. LLOYD, VICE PRESIDENT

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 30<sup>th</sup> DAY OF APRIL, 2014

BY:

*Jenny A. Pollard*  
NOTARY PUBLIC, STATE OF TEXAS  
PRINTED NAME  
MY COMMISSION EXPIRES: 2/11/16



STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT EASY KYLE PARTNERS, LP., A TEXAS LIMITED PARTNERSHIP, THE LIEN HOLDER OF THAT CERTAIN 367.148 ACRE TRACT OF LAND RECORDED IN DOCUMENT No. 2013084234 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN ~~42.79~~ ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

EASY KYLE PARTNERS, LP., A TEXAS LIMITED PARTNERSHIP

BY: GENERAL DRIPPING, INC.  
A TEXAS CORPORATION  
ITS GENERAL PARTNER

BY:

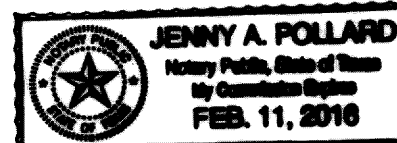
*John S. Lloyd*  
JOHN S. LLOYD, PRESIDENT

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 30<sup>th</sup> DAY OF APRIL, 2014

BY:

*Jenny A. Pollard*  
NOTARY PUBLIC, STATE OF TEXAS  
PRINTED NAME  
MY COMMISSION EXPIRES: 2/11/16



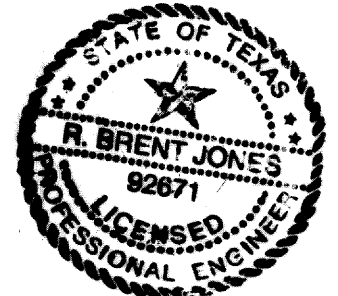
FINAL PLAT OF  
**SIENA SECTION 21**  
WILLIAMSON COUNTY, TEXAS

## ENGINEER'S CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0515E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, R. BRENT JONES, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE

*R. Brent Jones*  
R. BRENT JONES  
LICENSED PROFESSIONAL ENGINEER NO. 92671



## SURVEYOR'S CERTIFICATION

I, J. KENNETH WEIGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

*John Kenneth Weigand*  
J. KENNETH WEIGAND  
R.P.L.S. NO. 5741  
STATE OF TEXAS



IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT I, \_\_\_\_\_, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

\_\_\_\_\_  
COUNTY JUDGE  
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS  
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_ A.D., \_\_\_\_ AT \_\_\_\_ O'CLOCK \_\_\_\_ M. AND DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_ A.D., \_\_\_\_ AT \_\_\_\_ O'CLOCK \_\_\_\_ M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT No. \_\_\_\_

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST WRITTEN ABOVE.

NANCY RISTER, CLERK,  
COUNTY COURT WILLIAMSON COUNTY, TEXAS

BY: \_\_\_\_\_  
DEPUTY

DATE: APRIL 20, 2014

**RANDALL JONES & ASSOCIATES ENGINEERING, INC.**  
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817

**RJ SURVEYING & ASSOCIATES, INC.**  
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753  
(512) 836-4793 FAX: (512) 836-4817

**Commissioners Court - Regular Session****11.****Meeting Date:** 05/13/2014

Recognition of Eagle Scout Connor Crowe

**Submitted For:** Gary Boyd**Submitted By:** Gary Boyd, Parks**Department:** Parks**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Hear presentation on and recognize Eagle Scout Connor Crowe for receiving the Texas Environmental Excellence Award from the Texas Commission on Environmental Quality.

**Background**

Eagle Scout Connor Crowe of Troop 405 in Georgetown was awarded a Texas Environmental Excellence Award at the Texas Commission on Environmental Quality annual awards banquet on May 7. Connor received his award for work done for Williamson County and the Williamson County Conservation Foundation at Twin Springs preserve.

Connor worked with Dr. Ben Pierce of Southwestern University to restore spring habitat for the Georgetown salamander following Tropical Storm Hermine.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Gary Boyd

Final Approval Date: 05/08/2014

**Reviewed By**

Wendy Coco

**Date**

05/08/2014 09:08 AM

Started On: 05/08/2014 08:37 AM



**Commissioners Court - Regular Session****12.****Meeting Date:** 05/13/2014

National Salvation Army Week Proclamation

**Submitted For:** Valerie Covey**Submitted By:** Rachel Rull, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider, and take appropriate action on proclamation declaring May 12 through 16, 2014 National Salvation Army Week.

**Background**

Proclamation Attached

---

**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**[Proclamation National Salvation Army Week](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 05/09/2014

**Reviewed By**

Wendy Coco

**Date**

05/09/2014 01:45 PM

Started On: 05/08/2014 11:00 AM

WHEREAS, Each year, National Salvation Army Week Serves as an opportunity to recognize The Salvation Army Volunteers, donors and program beneficiaries who have enabled the organization to serve those in need; and

WHEREAS, This year represents the 125<sup>th</sup> anniversary of The Salvation Army in Texas; and

WHEREAS, This week of recognition was first declared by President Dwight D. Eisenhower in 1954 – 74 years after The Salvation Army arrived in the U.S. – who stated in his proclamation: *“Among Americans, The Salvation Army has long been a symbol of whole hearted dedication to the cause of human brotherhood...Their work has been a constant reminder to us all that each of us is neighbor and kin to all Americans. Giving freely of themselves, the men and women of the Salvation Army have won the respect of all”*; and

WHEREAS, The Salvation Army has been a symbol of wholehearted dedication to the cause of brotherhood, as one of the largest charitable organizations in the world, The Salvation Army offers food for the hungry; counsel to the elderly and ill, clothing and shelter to the homeless, opportunities for underprivileged children and relief for disaster victims; and

WHEREAS, The Salvation Army has been serving Williamson County since the 1950’s; this includes the active volunteer-led Emergency Disaster Services canteen, which responds to disasters large and small in Williamson County and all across the great State of Texas; and

WHEREAS, The Williamson County Service Center opened its doors to begin serving clients on February 3, 2014 and will work to continue its mission to “Do the Most Good”; now, therefore be it

PROCLAIMED, that the Williamson County Commissioners Court does hereby declare May 12 through 16, 2014 as

## National Salvation Army Week

In Williamson County, Texas and urge all citizens to join in “Doing the Most Good” in their communities.

---

Dan A. Gattis, County Judge

---

Lisa Birkman, Commissioner Pct. 1

---

Cynthia Long, Commissioner Pct. 2

---

Valerie Covey, Commissioner Pct. 3

---

Ron Morrison, Commissioner Pct. 4.

---

Nancy Rister, County Clerk

**Commissioners Court - Regular Session****13.****Meeting Date:** 05/13/2014

Mental Health Awareness Month

**Submitted For:** Cynthia Long**Submitted By:** Kathy Pierce, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on mental health awareness resolution and consider naming May, 2014 as "Mental Health Awareness Month".

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**MH Awareness ResolutionMH Wellness Suggestions

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 05/08/2014

**Reviewed By**

Wendy Coco

**Date**

05/08/2014 10:41 AM

Started On: 05/08/2014 10:08 AM

**State of Texas  
County of Williamson  
Know all men by these presents:**

That on the 13<sup>th</sup> day of May, 2014 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Dan A. Gattis, County Judge  
Lisa L. Birkman, Commissioner Precinct One  
Cynthia P. Long, Commissioner Precinct Two  
Valerie Covey, Commissioner Precinct Three  
Ron Morrison, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

**RESOLUTION**

**WHEREAS**, the month of May is observed as Mental Health Awareness month and this year's theme is "*Mind Your Health*"; and

**WHEREAS**, mental health is essential to everyone's overall health and well-being; and

**WHEREAS**, all Americans experience times of difficulty and stress in their lives; and

**WHEREAS**, mental health conditions are real and prevalent in our nation, but with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

**WHEREAS**, overall well-being is tied to the balance that exists between our emotional, physical, spiritual and mental health; and

**WHEREAS**, according to Mental Health America individuals can help build and maintain well-being and wellness by following four steps: eating a healthy balanced diet, participating in regular exercise, enjoying relaxation with friends and loved ones, and getting plenty of rest; and

**WHEREAS**, Williamson County has approximately 3,200 acres of parkland and 264 miles of trails for outdoor enjoyment and exercise, helping it to be listed as one of the Healthiest Counties in Texas for the 5<sup>th</sup> year in a row; and

**WHEREAS**, using strategies to prevent mental health and substance use conditions can lead to improved general health, greater academic success for students, a more productive economy, and families that stay together; and

**WHEREAS**, businesses, schools, governments, churches and health care providers can work with citizens to promote mental wellness and support prevention efforts in our communities.

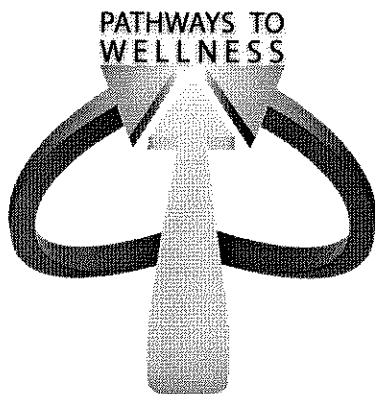
**NOW THEREFORE BE IT RESOLVED**; that the Williamson County Commissioners Court encourages citizens to "*Mind Your Health*" and hereby designates the month of May, 2014 as:

**"Mental Health Awareness Month"**

**RESOLVED THIS 13<sup>TH</sup> DAY OF MAY, 2014.**

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Dan A. Gattis, County Judge



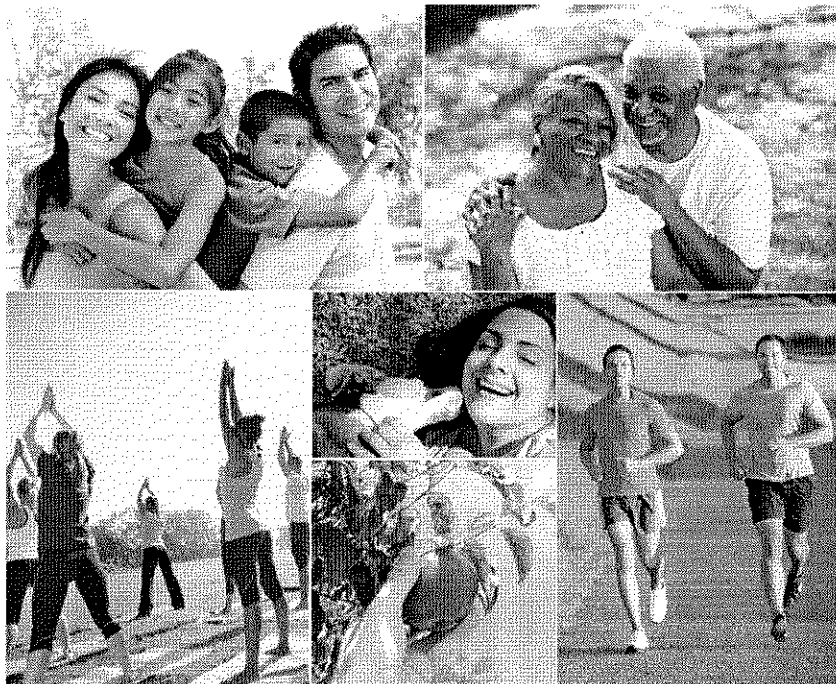
## WHAT IS WELLNESS?

Wellness is defined as “an active process of becoming aware of and making choices towards a more successful existence.”<sup>1</sup>

Because living a “successful existence” means something different to each individual, wellness can be many things, but it generally includes the pursuit of health, defined as “a state of complete physical, mental and social well-being and not merely the absence of disease or infirmity”<sup>2</sup> and working towards achieving one’s full potential.

### Your pathway to wellness can be:

- Good health
- Saving more money
- Healthy relationships
- Being good to yourself
- Showing gratitude
- Keeping good friends close
- Taking care of your community
- Eating one less cookie
- Looking for a new job
- Learning how to let go
- Walking instead of driving
- Playing with your pet
- A day at the spa
- Eating fresh fruit from your own garden
- Mastering a difficult yoga pose

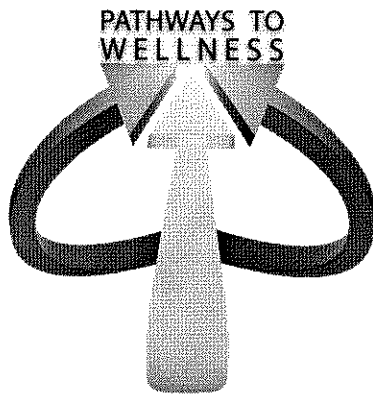


### Did you know?

- Connecting with others can help you to enjoy the times when you are alone.
- Staying positive can improve your mood and your health.
- If you quit smoking now, in 20 minutes your heart rate drops, and in 12 hours the carbon monoxide (a gas that can be toxic) in your blood drops to normal.
- Exercising in “spurts” can be just as effective as continuous exercise.
- Helping others may help you experience less depression.
- Drinking beverages with caffeine should be stopped 6-8 hours before bed to ensure a more restful sleep.
- Creating joy and satisfaction can be easy with little things such as making a gourmet meal while listening to your favorite music, treating yourself to a massage, or even taking a few moments to admire nature.
- What you drink is just as important as what you eat.
- Spirituality can give you a sense of purpose and meaning.
- Writing down your problems can help shift your thinking about the issue and ultimately improve your mood.
- It is essential to choose a provider who understands the importance of the both of you working collaboratively regarding your health care.
- Stress management techniques are important because chronic (long-lasting) stress can change your brain and the way you function.

<sup>1</sup>The Six Dimensions of Wellness, National Wellness Institute, [http://www.nationalwellness.org/?page=Six\\_Dimensions](http://www.nationalwellness.org/?page=Six_Dimensions), 1976

<sup>2</sup>Preamble to the Constitution of the World Health Organization as adopted by the International Health Conference, New York, 19-22 June, 1946; signed on 22 July 1946 by the representatives of 61 States (Official Records of the World Health Organization, no. 2, p. 100) and entered into force on 7 April 1948.



## FOUR SIMPLE STEPS

Taking good care of your body and mind can make a difference in how well you do in your day-to-day life and how well you manage change. Exercising, eating right, getting enough rest and relaxing will not only set you on the right path to wellness, but also help you achieve and enjoy daily activities more and improve how you deal with life's challenges. Caring for yourself may take a little extra time, but you will feel better and more successful. Here's what you need and why it helps:



### A healthy diet:

- Improves your ability to learn.
- Means eating a nutritious breakfast everyday. Skipping meals leads to a lack of energy.
- Includes eating something nutritious every time you have a meal. Try substituting processed foods with a salad or swapping something fried for a piece of fruit.
- Requires limiting your alcohol intake.
- Avoids excessive amounts of caffeine. Caffeine dehydrates you. Drink at least 8 glasses of water a day to prevent dehydration.

### Regular exercise:

- Elevates mood, reduces stress, increases energy level, improves appearance, and stimulates the release of endorphins and serotonin, which makes you happier.
- Increases alertness and creativity.
- Improves your overall mental and physical well-being. Even taking a 15-minute walk, 3 times a week, can help.
- Keeps you active and also creates more opportunities to meet new friends!
- Decreases stress. On days when you are feeling overwhelmed, hit the gym or do another type of exercise.

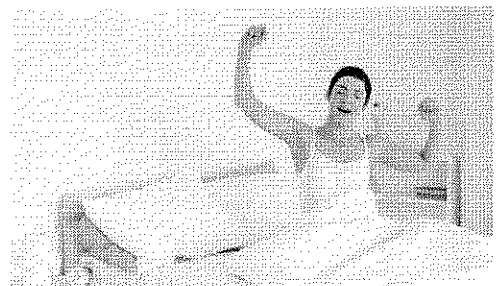


### Relaxation:

- Means taking time each day to unwind, especially before sleeping. Listen to music, read or do whatever you enjoy. Alcohol or drugs are not the way to go.
- Offers a distraction from problems, a sense of competence and many other benefits.
- Means getting a good laugh. Laughing decreases pain, may help your heart and lungs, promotes muscle relaxation and can reduce anxiety.

### Plenty of rest:

- Means getting at least 7-9 hours of sleep. This is essential and will make you more attentive and active. Inadequate sleep can lead to mood changes and lowered resistance to illness.
- Provides the physical and psychological resources to cope with everyday life. Without it, you have to work harder to get daily tasks done and you have less energy.
- Includes cutting back on alcohol consumption because it can disturb your sleep. Though you might fall asleep faster, your body will not be as rested.



**Commissioners Court - Regular Session****14.****Meeting Date:** 05/13/2014

National Preservation Month Resolution

**Submitted For:** Dan Gattis**Submitted By:** Connie Watson, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss and take appropriate action on approving a resolution proclaiming May 2014 as National Preservation Month in Williamson County.

**Background**

"New Age of Preservation: Embark, Inspire, Engage" is the theme for National Preservation Month 2014, cosponsored by The Williamson Museum, Williamson County Historical Commission, Georgetown Main Street Program, Georgetown Historic and Architectural Review Commission, Southwestern University, Georgetown Heritage Society, Downtown Georgetown Association, and the National Trust for Historic Preservation.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**Preservation Month

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Connie Watson

Final Approval Date: 05/08/2014

**Reviewed By**

Wendy Coco

**Date**

05/08/2014 09:40 AM

Started On: 05/08/2014 09:15 AM

*State of Texas*  
*County of Williamson*  
*Know all men by these presents:*

**THAT ON THIS**, the 13th day of May 2014, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

Dan A. Gattis, County Judge  
Lisa Birkman, Commissioner, Precinct One  
Cynthia Long, Commissioner, Precinct Two  
Valerie Covey, Commissioner, Precinct Three  
Ron Morrison, Commissioner, Precinct Four

And at said meeting, among other business, the Court considered the following

**RESOLUTION**

**WHEREAS**, historic preservation is an effective tool for managing growth and sustainable development, revitalizing commercial districts, fostering local pride, and maintaining community character while enhancing livability; and

**WHEREAS**, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life, and all ethnic backgrounds; and

**WHEREAS**, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

**WHEREAS**, "New Age of Preservation: Embark, Inspire, Engage" is the theme for National Preservation Month 2014, cosponsored by The Williamson Museum, Williamson County Historical Commission, Georgetown Main Street Program, Georgetown Historic and Architectural Review Commission, Southwestern University, Georgetown Heritage Society, Downtown Georgetown Association, and the National Trust for Historic Preservation; and

**THEREFORE** Be It Resolved that the Williamson County Commissioners Court declares May, 2014, as

**NATIONAL PRESERVATION MONTH**

and call upon the people of Williamson County, Texas to join their fellow citizens across the United States in recognizing and participating in this special observance.

**RESOLVED THIS 13th DAY OF MAY, 2014**

Attest: \_\_\_\_\_  
Nancy E. Rister  
Williamson County Clerk

\_\_\_\_\_  
Dan A Gattis  
Williamson County Judge



**Commissioners Court - Regular Session****15.****Meeting Date:** 05/13/2014

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

**Submitted For:** Robert Daigh**Submitted By:** Lydia Linden, Unified Road System**Department:** Unified Road System**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

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

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 04/23/2014

**Reviewed By**

Wendy Coco

**Date**

04/23/2014 02:25 PM

Started On: 04/21/2014 09:47 AM

**Commissioners Court - Regular Session****16.****Meeting Date:** 05/13/2014

13IFB00108 IH 35 Northbound Frontage Road Change Order No 6

**Submitted By:** Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Consider approving Change Order No. 6 in the amount of \$72,800.00 for IH 35 Northbound Frontage Road, a Pass Through Financing project in Precinct Three.

**Background**

This Change Order increases the contract quantity of Class C concrete to provide compensation for construction of a concrete slab over an existing high pressure Atmos gas line, located under the future northbound frontage road at Sta. 272+77. Constructing a concrete slab to protect the gas line in lieu of utility relocation provides an overall cost savings to the County. This Change Order is FHWA non-participating.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**[IH 35 NBFR CO 6](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tiffany Mcconnell

Final Approval Date: 05/09/2014

**Reviewed By**

Wendy Coco

**Date**

05/09/2014 01:45 PM

Started On: 05/08/2014 11:28 AM

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

Received **RECEIVED**  
MAY 06 2014 MAY 06 2014  
BY: **PSI**  
HNTB Corporation  
Round Rock

1. CONTRACTOR: Hunter Industries, Ltd.
2. Change Order Work Limits: Sta. 272+71 to Sta. 272+83
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2G (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:

**2G: Differing Site Conditions (unforeseeable). Unadjusted Utility (unforeseeable).** This Change Order increases the contract quantity of Class C concrete to provide compensation for construction of a concrete slab over an existing high pressure Atmos gas line, located under the future northbound frontage road at Sta. 272+77. Constructing a concrete slab to protect the gas line in lieu of utility relocation provides an overall cost savings to the County. This Change Order is FHWA non-participating.

6. Work to be performed in accordance with Items: Atmos General Notes on Attached Plan Sheet
7. New or revised plan sheet(s) are attached and numbered: Atmos ENG DRG # UEI-080.40623-21169-1101
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 <u>Carter Stone</u> Date <u>4-25-14</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>CARTER STONE</u></p> <p>Typed/Printed Title <u>ESTIMATOR</u></p>	<p><b>The following information must be provided</b></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>\$72,800.00</u></p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## RECOMMENDED FOR EXECUTION:

<p>_____ Project Manager Date</p> <p>_____ Design Engineer Date</p> <p><u>[Signature]</u> <u>5/6/2014</u> Program Manager Date</p> <p>Design Engineer's Seal:  N/A</p>	<p>_____ County Commissioner Precinct 1 Date <input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL</p> <p>_____ County Commissioner Precinct 2 Date <input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL</p> <p>_____ County Commissioner Precinct 3 Date <input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL</p> <p>_____ County Commissioner Precinct 4 Date <input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL</p> <p>_____ County Judge Date <input type="checkbox"/> APPROVED</p>
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Project # 13IFB00108

6

TABLE B: Contract Items[illegible]

## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

**Williamson County Pass Through Financing Project**

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

**Change Order No. 6**

**Reason for Change**

This Change Order increases the contract quantity of Class C concrete to provide compensation for construction of a concrete slab over an existing high pressure Atmos gas line, located under the future northbound frontage road at Sta. 272+77. Constructing a concrete slab to protect the gas line in lieu of utility relocation provides an overall cost savings to the County. This Change Order is FHWA non-participating.

No new items are required for this Change Order.

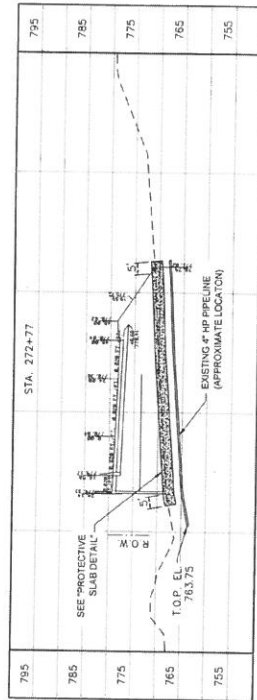
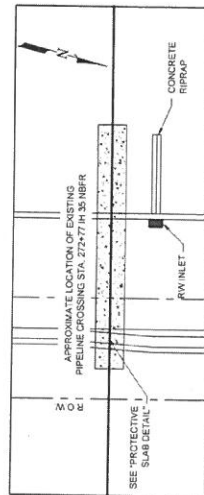
This Change Order results in a net increase of \$72,800.00 to the Contract amount, for an adjusted Contract amount of \$19,196,316.35. The original Contract amount was \$18,690,161.52. As a result of this and all Change Orders to date, \$506,154.83 has been added to the Contract resulting in a 2.71% net increase in the Contract cost. No additional days will be added or deducted from the Contract as a result of this Change Order.

**HDR Engineering, Inc.**

Joe Crable  
Resident Representative

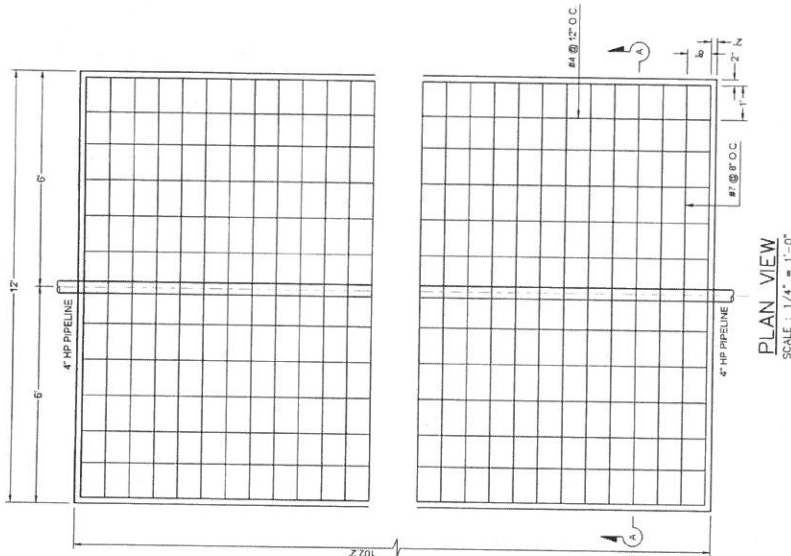
# GENERAL NOTES

- THIS LOAD ISOLATING STRUCTURE/PROTECTIVE SLAB IS DESIGNED TO CARRY ALL FORESEENABLE LIVE AND DEAD LOADS AWAY FROM THE PIPELINE AND RESULT IN ZERO PSF OVER AND ABOVE THE EXISTING DEAD LOAD ON THE PIPELINE.
- THE LOAD ISOLATING STRUCTURE IS SUPPORTED ON HARD Limestone AS INDICATED ON THE DRAWINGS #233, 234, AND 289 OF THE INTB DESIGN PACKAGE. THE DESIGN INCLUDES THE ASSUMPTION THAT HIGHLY PLASTIC CLAY (POSSIBLY FROM THE EXISTING SITE) WILL BE REMOVED TO AN ANTICIPATED DEPTH OF 24 INCHES TO PROVIDE A MORE COMPACTED AND STABLE FOUNDATION. IN THE EVENT THAT EXISTING SITE SOIL CONDITIONS ARE COMPOSED OF ANY PLASTIC MATERIALS INCLUDING BUT NOT LIMITED TO EXPANSIVE CLAY, CONTRACTOR SHALL IMMEDIATELY CONTACT UNIVERSAL ENSCO, INC. FOR FURTHER INSTRUCTIONS BEFORE PROCEEDING. UNIVERSAL ENSCO, INC. ASSUMES NO LIABILITY FOR THE FOUNDATION.
- THE LOAD ISOLATING STRUCTURE SHALL EXTEND FIVE (5) FEET EAST OF RETAINING WALL AND FIVE (5) FEET WEST OF RETAINING WALL ANCHORS.
- CONCRETE STRENGTH AT 28 DAYS SHALL BE 3500 PSI MINIMUM.
- REINFORCED STEEL SHALL BE ASTM A615, GR60 MINIMUM.
- THE LOAD ISOLATING STRUCTURE IS DESIGNED FOR APL-1102 LOADING WITH A UNIFORM SURFACE LOAD OF 1102 PSF. THE TOP OF PAVEMENT IT WAS INDICATED BY THE DRAWINGS PROVIDED BY THE OWNER. THE PAVEMENT WILL BE A MINIMUM OF 12 FEET ABOVE THE PROTECTIVE SLAB.
- CONTRACTOR SHALL CONTACT ATMOS ENERGY FCC DOLG KNAUTH (OFFICE: 512-844-6903) AT LEAST 72 HOURS PRIOR TO COMMENCING ANY WORK WITHIN ATMOS ENERGY'S EASEMENT.
- CONTRACTOR SHALL CONTACT THE STATEWIDE ONE CALL SYSTEM (1-800-344-8377) AT LEAST 48 HOURS (2 BUSINESS DAYS) PRIOR TO COMMENCING ANY WORK WITHIN ATMOS ENERGY'S EASEMENT.
- CONTRACTOR SHALL ARRANGE FOR AN ATMOS ENERGY REPRESENTATIVE TO ANY ACTIVITY WITHIN THREE (3) HORIZONTAL FEET OF ANY ATMOS ENERGY ASSET.
- CONTRACTOR SHALL FIELD DETERMINE EXACT LOCATION AND DEPTH OF ANY ATMOS ENERGY ASSET.
- AT NO TIME DURING OR AFTER CONSTRUCTION SHALL THE COVER OVER THE PIPELINE BE REMOVED NOR SHALL FINAL DEPTH OF COVER OVER THE PIPELINE BE LESS THAN 24 INCHES (TOP OF PAVEMENT TO TOP OF PIPE) WITHOUT PRIOR WRITTEN APPROVAL OF ATMOS ENERGY.
- ANY FILL IN CONTACT WITH THE STRUCTURE INCLUDING THE TOP 1'-0" OF IN SITU SOIL, SHALL BE COMPACTED TO 95% PROCTOR DENSITY. FOOTING (SIDES AND BOTTOM) TO BE EARTH FORMED IN UNDISTURBED SOIL. UNDISTURBED SOIL DOES NOT REQUIRE STABILIZATION. IN SITU SOIL BENEATH AIR VOID SHOULD NOT TO BE COMPACTED.
- MECHANICAL EXCAVATION (AND/OR COMPACTION) INCLUDING POtholing IS NOT ALLOWED WITHIN THREE (3) HORIZONTAL FEET OF ATMOS ENERGY'S FACILITIES ANY EXCAVATION AND/OR COMPACTION OCCURRING WITHIN THE 12' HORIZONTALITY OF ATMOS ENERGY'S FACILITIES MUST BE DONE BY HAND.
- VOID FORM SHALL BE 4" SLAG VOO AS MANUFACTURED BY SUREVOID PRODUCTS INC. AND SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS.
- ENDS OF VOID FORM SHALL BE SEALED TO PREVENT CONCRETE FROM FLOWING INTO VOIDS.
- ATMOS ENERGY WILL NOT BE RESPONSIBLE FOR DAMAGE TO ANY ALLOWED ENCROACHMENTS.
- FINAL SITE DRESSINGS SHALL RESTORE THE ATMOS ENERGY RIGHT-OF-WAY TO AN "AS GOOD OR BETTER" CONDITION AS COMPARED TO EXISTING. SPOIL DIRT AS WELL AS ANY TRASH SHALL BE REMOVED FROM THE RIGHT-OF-WAY AND ANY SLOPES SHALL BE GRADED SO THAT ACCESS TO THE RIGHT-OF-WAY AS REQUIRED AND IN A MANNER SUCH THAT SLOPES CAN BE MECHANICALLY MAINTAINED.
- UNIVERSAL ENSCO, INC. ADDED THE PROPOSED ATMOS PROTECTIVE SLAB DESIGN TO THE EXISTING DRAWINGS PROVIDED BY HNTB.

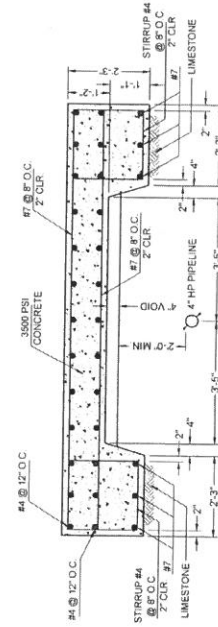


PLAN AND PROFILE

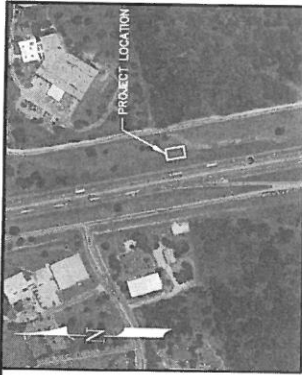
HORIZ. : 1" = 50'  
VERT. : 1" = 25'



PLAN VIEW  
SCALE : 1/4" = 1'-0"



PROTECTIVE SLAB DETAIL - SECTION A-A  
SCALE : 1/4" = 1'-0"



VICINITY MAP  
N.T.S.

RE-ISSUED FOR NOTIFICATION



LOCAL HAVING A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE SEAL AND INFORMATION CONTAINED HEREON ARE TRUE AND CORRECT. I HAVE REVIEWED THE DRAWINGS AND SPECIFICATIONS AND AM AWARE OF THE CONTENTS THEREOF. I HAVE REVIEWED THE INFORMATION ON WHICH THE DRAWINGS AND SPECIFICATIONS ARE BASED AND AM AWARE OF THE INFORMATION ON WHICH THE DRAWINGS AND SPECIFICATIONS ARE BASED. I HAVE REVIEWED THE INFORMATION ON WHICH THE DRAWINGS AND SPECIFICATIONS ARE BASED. I HAVE REVIEWED THE INFORMATION ON WHICH THE DRAWINGS AND SPECIFICATIONS ARE BASED.

DATE: 9-12-2013  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

NO.	DATE	REVISION
A	07/02/13	ISSUED FOR NOTIFICATION
B	08/11/13	RE-ISSUED FOR NOTIFICATION

ATMOS energy

Universal ENSCO, INC.  
4840 Loop, Suite 200, Dallas, Texas 75246-2386  
Phone: 214-635-1412  
Fax: 214-635-1413

PROJ. MGR.	M. PEREZ	DATE	07/02/13
DRAWN BY	USI	DATE	07/02/13
CHECKED BY	POW	DATE	07/02/13
APPROVED BY	JTE	DATE	07/02/13

GAS UTILITY LOCATION  
EXISTING 20-1 4" HP STEEL PIPELINE  
IH-35 NBFR - STA. 272+77 CROSSING  
GENERAL NOTES / PLAN & DETAIL

WILLIAMSON COUNTY	SCALE	AS SHOWN	SHEET	1 OF 1	REV	TEJAS
DRAWING NO.	UE-1300-40023-21169-1101					B

-----Original Message-----

From: Crable, Joe [<mailto:Joe.Crable@hdrinc.com>]

Sent: Thursday, March 20, 2014 11:33 AM

To: Clayton Weber

Cc: Laura Harris; Paul Terranova; Tiffany McConnell

Subject: FW: IH 35 NBFR Williamson Co. Concrete Cap over Atmos.

Clayton

As we discussed, this is the email from Hunter requesting to do the Atmos Gas Concrete Cap under the existing Item 0420-2013 CL C CONC. (misc.).

JOE CRABLE

HDR Engineering, Inc.  
Professional Associate

Cell: 972.207.9901

[Joe.Crable@hdrinc.com](mailto:Joe.Crable@hdrinc.com) | [hdrinc.com](http://hdrinc.com)

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-----Original Message-----

From: Crable, Joe

Sent: Thursday, September 26, 2013 3:14 PM

To: 'Gary Tackert'

Cc: Jacquelyn Hagelgans; Rhonda Tucker; Butch Anderson; Carter Stone; Cody Doyal; Clayton Weber

Subject: RE: IH 35 NBFR Williamson Co. Concrete Cap over Atmos.

Gary

This is acceptable to us. Please proceed.

Thank you,

JOE CRABLE

HDR Engineering, Inc.  
Professional Associate

Cell: 972.207.9901

[Joe.Crable@hdrinc.com](mailto:Joe.Crable@hdrinc.com) | [hdrinc.com](http://hdrinc.com)

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-----Original Message-----

From: Gary Tackert [<mailto:gtackert@hunterind.com>]

Sent: Thursday, September 26, 2013 1:46 PM

To: Clayton Weber; Crable, Joe

Cc: Jacquelyn Hagelgans; Rhonda Tucker; Butch Anderson; Carter Stone; Cody Doyal

Subject: IH 35 NBFR Williamson Co. Concrete Cap over Atmos.



Gentlemen,

Hunter would like to perform this new work under our existing item 0420-2013 CL C CONC. (misc.). We would also like to start fairly quick, please let us know if this will work.

Thank you,

Gary Tackert  
Project Manager  
Hunter Industries, Ltd.  
[gtackert@hunterind.com](mailto:gtackert@hunterind.com)  
(512)665-4501

**From:** Crable, Joe [<mailto:Joe.Crable@hdrinc.com>]  
**Sent:** Friday, December 06, 2013 10:46 AM  
**To:** Laura Harris  
**Cc:** Clayton Weber; Tiffany McConnell  
**Subject:** Draft Change Order No. 6 - Atmos Gas Line Cap

Laura

Attached is the draft of Change order No. 6 adding 72.8 CY of concrete to the existing contract Item 420-2013 - CL C CONC (MISC) for the construction of the Load Isolating Structure/Protective Concrete Slab over the existing Atmos Gas line. This gas line crosses under the future IH 35 NBFR near the West Fork Smith Branch bridge and was required by TxDOT.

Please call me if you have any questions.

Thank you,

JOE CRABLE

HDR Engineering, Inc.  
Professional Associate

Cell: 972.207.9901

[Joe.Crable@hdrinc.com](mailto:Joe.Crable@hdrinc.com) | [hdrinc.com](http://hdrinc.com)

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*Please think about the environment before printing*

**Commissioners Court - Regular Session****17.****Meeting Date:** 05/13/2014

13IFB00108 IH 35 Northbound Frontage Road Change Order No 7

**Submitted By:** Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Consider approving Change Order No. 7 in the amount of \$58,193.51 for IH 35 Northbound Frontage Road, a Pass Through Financing project in Precinct Three.

**Background**

This Change Order adds a new Contract Item for the purchase and delivery of conduit that was ordered to accelerate the PAETEC (Windstream) utility relocation which was in conflict with the construction of the West Fork Branch bridge. This portion of the Change Order is FHWA non-participating. This Change Order also adjusts 2" PVC conduit and Type A ground box quantities and adds a Type 1 ground box item that were intended to be constructed in the original plan set per the bridge layout typical sections but were inadvertently not quantified.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**[IH 35 NBFR CO 7](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tiffany Mcconnell

Final Approval Date: 05/09/2014

**Reviewed By**

Wendy Coco

**Date**

05/09/2014 01:45 PM

Started On: 05/08/2014 11:31 AM

WILLIAMSON COUNTY, TEXAS  
CHANGE ORDER NUMBER: 7

Received  
MAY 06 2014  
BY: PST  
HNTB Corporation  
Round Rock

1. CONTRACTOR: Hunter Industries, Ltd.
2. Change Order Work Limits: Sta. 220+80 to Sta. 275+00
3. Type of Change (on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2G & 1A (3 Max. - In order of importance - Primary first)

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

5. Describe the work being revised:

**2G: Differing Site Conditions. Unadjusted utility (unforeseeable).** This Change Order adds a new Contract Item for purchase and delivery of conduit that was ordered to accelerate the PAETEC (Windstream) utility relocation which was in conflict with the construction of the West Fork Branch bridge. This portion of the Change Order is FHWA non-participating. **1A: Design Error or Omission. Incorrect PS&E.** This Change Order also adjusts 2" PVC conduit and Type A ground box quantities and adds a Type 1 ground box item that were intended to be constructed in the original plan set but were inadvertently not quantified.

6. Work to be performed in accordance with Items: 618 and 624
7. New or revised plan sheet(s) are attached and numbered: 264, 265, 288, 297, and 343
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>4-28-14</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>CARTER STONE</u></p> <p>Typed/Printed Title <u>ESTIMATOR</u></p>	<p><b>The following information must be provided</b></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>\$58,193.51</u></p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

RECOMMENDED FOR EXECUTION:

_____ Project Manager Date	_____ County Commissioner Precinct 1 <input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL Date
_____ N/A Design Engineer Date	_____ County Commissioner Precinct 2 <input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL Date
_____ [Signature] Program Manager Date <u>5/6/2014</u>	_____ County Commissioner Precinct 3 <input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL Date
Design Engineer's Seal:  N/A	_____ County Commissioner Precinct 4 <input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL Date
	_____ <input type="checkbox"/> APPROVED County Judge Date

## 131FB00108

**CHANGE ORDER NUMBER:**

**TABLE A: Force Account Work and Materials Placed into Stock**

[illegible]

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
618-2018	CONDT (PVC)(SCH 40)(2")	LF	\$9.03	13,438.00	\$121,345.14		2,740.00	\$146,087.34	\$24,742.20
624-2001	GROUND BOX TY 1 (122422)	EA	\$2,024.18	0.00	\$0.00		1.00	\$2,024.18	\$2,024.18
624-2008	GROUND BOX TY A (122311) W/ APRON	EA	\$652.24	24.00	\$15,653.76		10.00	\$22,176.16	\$6,522.40
999-0027	PURCHASE & DELIVER PAETEC CONDUIT (3520 LF of 6" HDPE)	LS	\$24,904.73	0.00	\$0.00		1.00	\$24,904.73	\$24,904.73

## 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. 7**

**Reason for Change**

This Change Order adds a new Contract Item for the purchase and delivery of conduit that was ordered to accelerate the PAETEC (Windstream) utility relocation which was in conflict with the construction of the West Fork Branch bridge. This portion of the Change Order is FHWA non-participating.

This Change Order also adjusts 2" PVC conduit and Type A ground box quantities and adds a Type 1 ground box item that were intended to be constructed in the original plan set per the bridge layout typical sections but were inadvertently not quantified.

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

Item	Description	Unit	Qty
624-2001	GROUND BOX TY 1 (122422)	EA	1
999-0027	PURCHASE & DELIVER PAETEC CONDUIT (3520 LF of 6" HDPE)	LS	1

This Change Order results in a net increase of \$58,193.51 to the Contract amount, for an adjusted Contract amount of \$19,254,509.86. The original Contract amount was \$18,690,161.52. As a result of this and all Change Orders to date, \$564,348.34 has been added to the Contract resulting in a 3.02% 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



P.O. Box 160801  
San Antonio TX 78280-3001  
210.497.4500 phone  
210-653-2835 fax

March 12, 2014

Mr. Carter Stone  
Hunter Industries

Re: Williamson County IH 35 NBFR  
Control No. 0015-08-128  
Levy Job #2013-347  
Field Change – Bridge Conduits **(REVISED PROPOSAL)**

Dear Mr. Stone:

We offer the attached field change pricing to address issues with the illumination and future conduits to be installed inside the bridge decks at the three bridges (San Gabriel, W. Fork Smith, SBNB T/A bridge). These issues have been discussed with Clayton Weber of HNTB. The issue is the plans did not address how the conduits would exit the bridges and where the conduits would terminate. We propose to install them in the manner shown on the attached drawings and terminate the conduits in Type A ground boxes. We have also attached a conduit summary table that accounts for all of the bridge conduits. Finally, we have attached a summary table detailing the quantity overruns and new bid item needed due to this change.

Sincerely,

A handwritten signature in dark ink, appearing to read "Andy Ajas".

Andy Ajas, P.E.  
The Levy Company, LP





SUMMARY OF GROUND BOX AND CONDUIT - BRIDGE									
RUN NUMBER	CDT	RUN FT	TYPE	0618-2018		0624-2008		0624-2001	
				CONDT (PVC) (SCHD 40) (2")		GROUND BOX TYPE A W/APRON		GROUND BOX TYPE 1	
				EA	LF	EA	EA	EA	
R1	2"	690		2	1380		2		
R2	2"	190		1	190				1
R2A	2"	25		1	25		1		
R2B	2"	25		1	25		1		
R3	2"	25		2	50		1		
R4	2"	190		2	380		2		
R5	2"	25		2	50		1		
R6	2"	320		2	640		2		
TOTAL'S					2740		10		1

THE LEVY COMPANY, L.P.

OWNER: Williamson County  
 PROJECT: IH 35 NBFR  
 CONTROL NO. 0015-08-128  
 LEVY JOB NO. 2013-347

\*\*REVISED PROPOSAL\*\*

FIELD CHANGE: Bridge Conduits

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN	With Hunter Markup 5% Markup 1% Bond
				QUANTITY	ITEM COST		QUANTITY	ITEM COST		
618-2018	CONDT (PVC)(SCH 40)(2")	LF	\$9.03	13,438.00	\$121,345.14	2740.00	16,178.00	\$146,087.34	\$24,742.20	\$24,742.20
624-2001	GROUND BOX TY 1 (122422)	EA	\$1,909.60				1.00	\$1,909.60	\$1,909.60	\$2,024.18
624-2008	GROUND BOX TY A (122311) W/APRON PURCHASE & DELIVER DELETED	EA	\$652.24	24.00	\$15,653.76	10.00	34.00	\$22,176.16	\$6,522.40	\$6,522.40
XXX-XXXX	PAETEC CONDUIT	LS	\$23,495.03				1.00	\$23,495.03	\$23,495.03	\$24,904.73
TOTALS					\$136,998.90			\$193,668.13	\$56,669.23	\$58,193.51

**THE LEVY COMPANY, L.P.**

COUNTY:  
PROJECT:  
CSJ NO.  
LEVY COMPANY JOB NO.  
FIELD CHANGE:

Williamson County IH 35 NBFR  
PTF 2013(192)  
0015-08-128  
2013-347  
Bridge Conduits

DATE: 3/12/14

ITEM:  
QTY:

GROUND BOX TY 1 (122422)  
1 EA

PRICING BREAKDOWN				
MATERIAL	QUANT	UNIT	COST	AMOUNT
Type 1 concrete ground box w/ galv lid	1	EA	\$ 971.000	\$ 971.00
gravel bedding	1	EA	\$ 25.00	\$ 25.00
ground rod 5/8" x 8' w/ clamp	1	EA	\$ 25.00	\$ 25.00
Sub Total				\$ -
25% Compensation				\$ 1,021.00
Total Material				\$ 255.25
				\$ 1,276.25
LABOR		HRS	AVER RATE	AMOUNT
Foreman		4	\$ 20.00	\$ 80.00
Leadman		4	\$ 13.50	\$ 54.00
Laborer		4	\$ 11.50	\$ 46.00
Raw Labor				\$ 180.00
55% Insurance & Taxes				\$ 99.00
25% Compensation				\$ 45.00
Total Labor				\$ 324.00
EQUIPMENT		HRS	AVER RATE	AMOUNT
Pick-up Truck 1-ton diesel crew		4	\$ 15.73	\$ 62.92
Flatbed Truck - diesel 4x2		4	\$ 23.73	\$ 94.92
Backhoe - Deere 310G		4	\$ 27.79	\$ 111.16
Sub Total				\$ -
15% Compensation				\$ 269.00
Total Equipment				\$ 40.35
				\$ 309.35
SUBCONTRACTORS	QUANT	UNIT	UNIT PRICE	AMOUNT
				\$ -
Sub Total				\$ -
5% Compensation				\$ -
Total Subcontractor				\$ -
				\$ -
<b>FIELD CHANGE TOTAL</b>				\$ 1,909.60
ITEM	QUANT	UNIT	UNIT PRICE	AMOUNT
GROUND BOX TY 1 (122422)	1	EA	\$ 1,909.60	\$ 1,909.60



# Contract & Proposal

Page: 1

13600 S WAYSIDE DR  
HOUSTON, TX 77048 5214

Telephone : 713-991-2400  
Fax : 713-991-0815

Quote No. ....: S023970-3  
www.oldcastleprecast.com

Quote To .....: Estimator

Ship To .....: Bridge Conduits Williams Co.  
RR 15 BOX GEORGETOWN  
GEORGETOWN, TX 78633 9815

Reference : William Calame 210-497-4500x205

Contact:

Phone:

Order No	Date	Customer No	Terms	Cash discount	Delivery terms	Quote valid for:
S023970	3/6/2014		Cash on Delivery		Drop Ship	30 days

## Group: A

Qty	Unit	Item	Description	Mark	Unit price	Amount
1.00	Ea	1070100	12"X24"X22" Type I GND Box		371.00	371.00
1.00	Ea	7203700	Type I Galv COVER-"PLAIN"			
1.00	Ea	7015300	Short Tag- "Elec" (Type I/II)			

## Group: Z

Qty	Unit	Item	Description	Mark	Unit price	Amount
1.00	Ea	9400000	Flatbed truck Delivery: Above pricing includes delivery of product to jobsite. Customer will be responsible for unloading and handling of product on site. Maximum unloading time to be 1 hour or \$125/hour charge will apply. Tax Provision: ABOVE PRICING EXCLUDES ALL SALES TAX.		600.00	600.00

Tax Code	Taxable amount	Tax Rate	
TX	971.00	6.25	60.68
TX-HouCity	971.00	1.00	9.71
TX-HouMTA	971.00	1.00	9.71

All products and services listed on this Quotation are provided under the Standard Terms and Conditions located at  
www.oldcastleprecast.com/company/pages/credit.aspx.

QUOTATION TOTAL US

1,051.10

\$971 (no tax)

IMPORTANT: This proposal is based on standard terms and conditions. Items and quantities shown are the basis for the quotation, and we are not responsible for any discrepancies between this list and actual items or quantities.

(Accepted by)

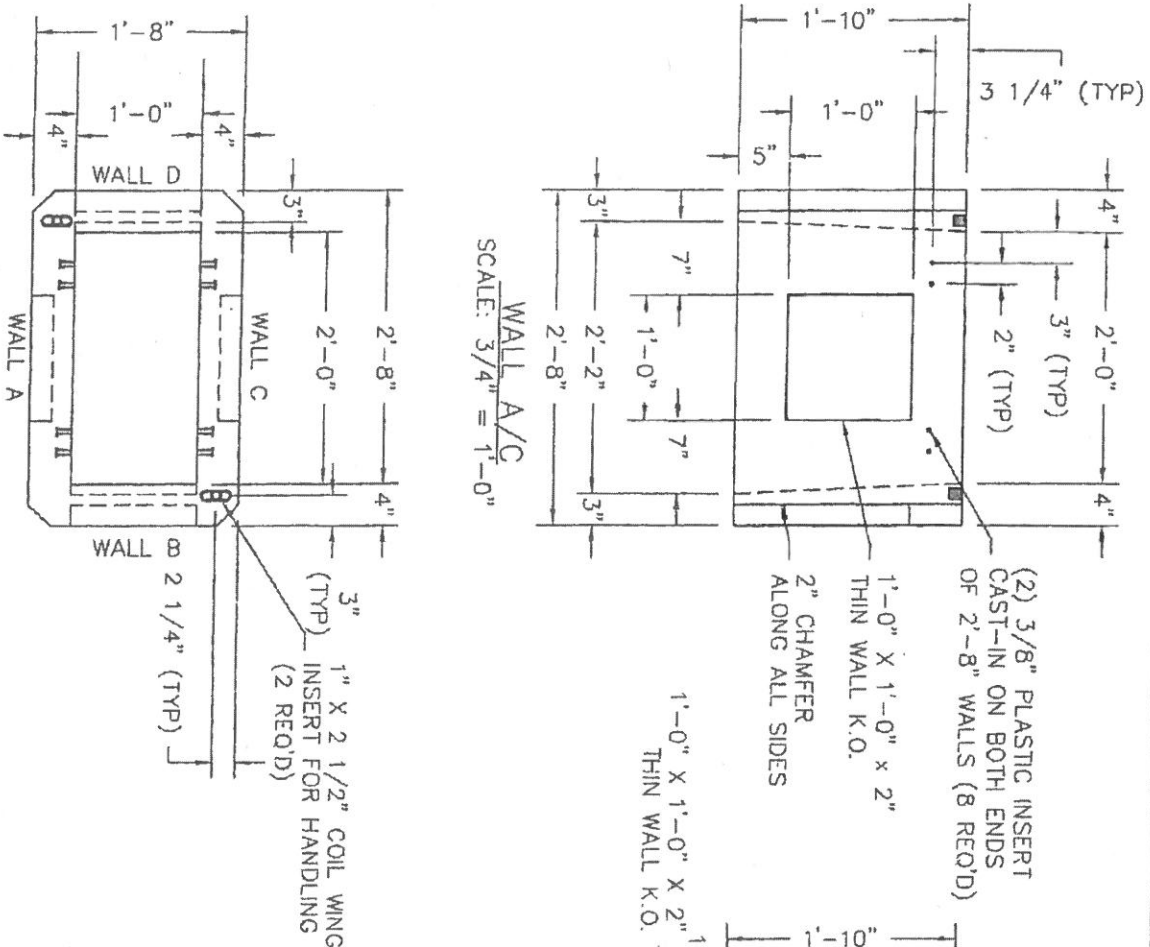
Sales Person: Sallie Escalona

Telephone:

(Position)

(Date)

By:



PLAN VIEW OF BOX

SCALE: 3/4" = 1'-0"

## DESIGN NOTES

- 1) DESIGN CRITERIA IS MINIMUM USED UNLESS OTHERWISE SPECIFIED
- 2) DESIGN LOADINGS:
  - A. AASHTO HS-20-44, W/ IMPACT.
  - B. SOIL WEIGHT = 120 PCF.
  - C. DEPTH OF OVERBURDEN 0.0' MIN, 1.0' MAX.
- D. ASSUMED WATER TABLE: 3 FT. BELOW GRADE
- E. EQUIV. FLUID PRESSURE = 40 PCF.
- F. 2 FT. LATERAL LIVE LOAD SURCHARGE
- 3) CONCRETE 28 DAY COMPRESSIVE STRENGTH SHALL BE 5500 PSI (MIN.)
- 4) STEEL REINFORCEMENT: REBAR, ASTM A-615 GRADE 60
- 5) CEMENT: ASTM C-150 SPECIFICATIONS

## BILL OF MATERIALS

TYPE	QTY
1" x 2 1/2" COIL WING INSERT	2
3/8" PLASTIC INSERT	8
B590120: CONCRETE MAX (CB)	0.12 CU.YDS.

## PRODUCT WEIGHTS

GROUND BOX 489 LBS.

TOTAL 489 LBS.

DRAWN BY: AMK  
DATE: 4/12/05  
DWG NAME: 284-12024-22-TYPE-STD  
SCALE: 3/4" = 1'-0"  
PAGE 1 OF 1

1'-0" x 2'-0" x 1'-10"

TYPE 1 GROUND BOX

STANDARD

OLDCASTLE PRECAST INC.

PRODUCTION DRAWING

CHECKED BY: DATE:

REVISIONS/REV. 4/12/05/77/00/CHANGE DESIGN NOTES/CAL. OUTS

THIS DRAWING IS THE PROPERTY OF OLDCASTLE PRECAST INC. IT IS TO BE USED FOR THE PROJECT AND NOT BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF OLDCASTLE PRECAST INC.

Oldcastle® Precast, Inc.  
13600 S. Myrtle Houston, TX 77044  
PHONE: (713) 991-2400 FAX: (713) 991-0015

# NON-INVENTORY BOLTS

TYPE	QTY
3/8" X 1 1/2" LG. GALV. BOLT	6

## BILL OF MATERIALS

TYPE	QTY
2'-8" X 1'-8" X 1/4" GALV. PLATE	1
1'-1/4" X 1'-1/4" X 1/4" ANGLE	5
3'-1/2" X 2'-1/2" X 1/4" ANGLE	2
C3X5 CHANNEL (10" LG.)	2
1/2" U-BOLT (HANDLE)	2
1/2" GROUNDING LUG	1

## PRODUCT WEIGHTS

TYPE 1 COVER 90 LBS.

TOTAL 90 LBS.

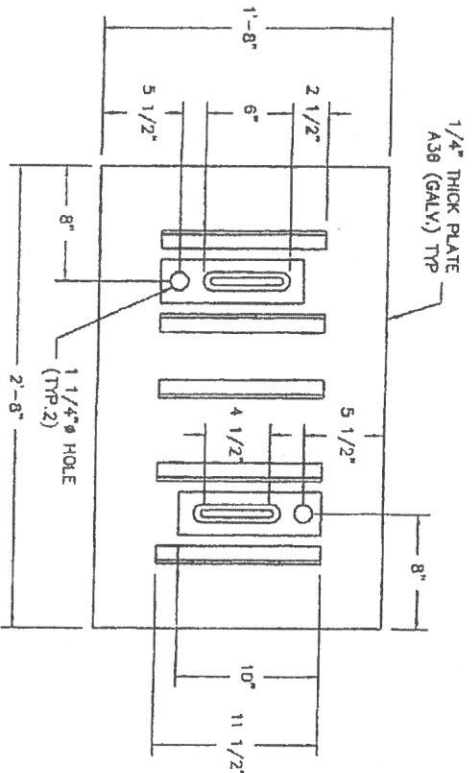
DRAWN BY: JAZ	SOLD BY: OLDCASTLE
DATE: 02/10/04	SCALE: 1" = 1'-0"
DWG NAME: 204-TYPE1-COVER	PAGE: 1 OF 1

1'-8" X 2'-8" TYPE 1  
GROUND BOX COVER  
HOUSTON, TEXAS  
OLDCASTLE PRECAST INC.  
COVER DRAWING

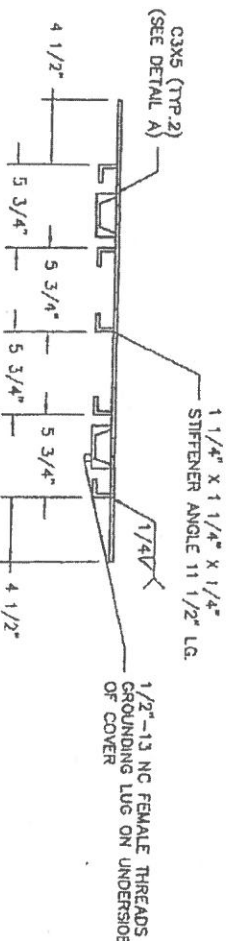
CHECKED BY: DATE:

REVISIONS:  
THIS DRAWING IS THE PROPERTY OF OLDCASTLE PRECAST, INC. IT IS TO BE USED FOR THE PURPOSES ONLY AND SHALL NOT BE USED IN ANY OTHER MANNER WITHOUT THE WRITTEN PERMISSION OF OLDCASTLE PRECAST, INC.

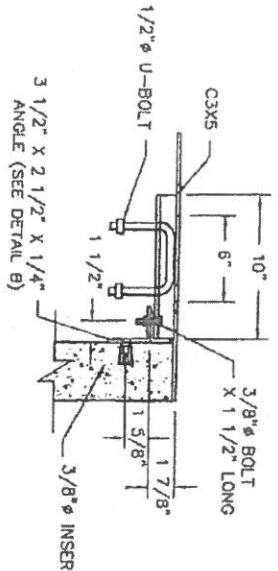
Oldcastle Precast, Inc.  
13500 S. Woychik  
Houston TX 77048  
PHONE: (713) 891-2400 FAX: (713) 891-0812



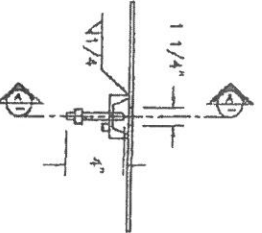
BOTTOM VIEW  
SCALE: 1" = 1'-0"



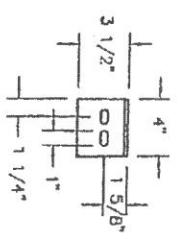
ELEVATION VIEW  
SCALE: 1" = 1'-0"



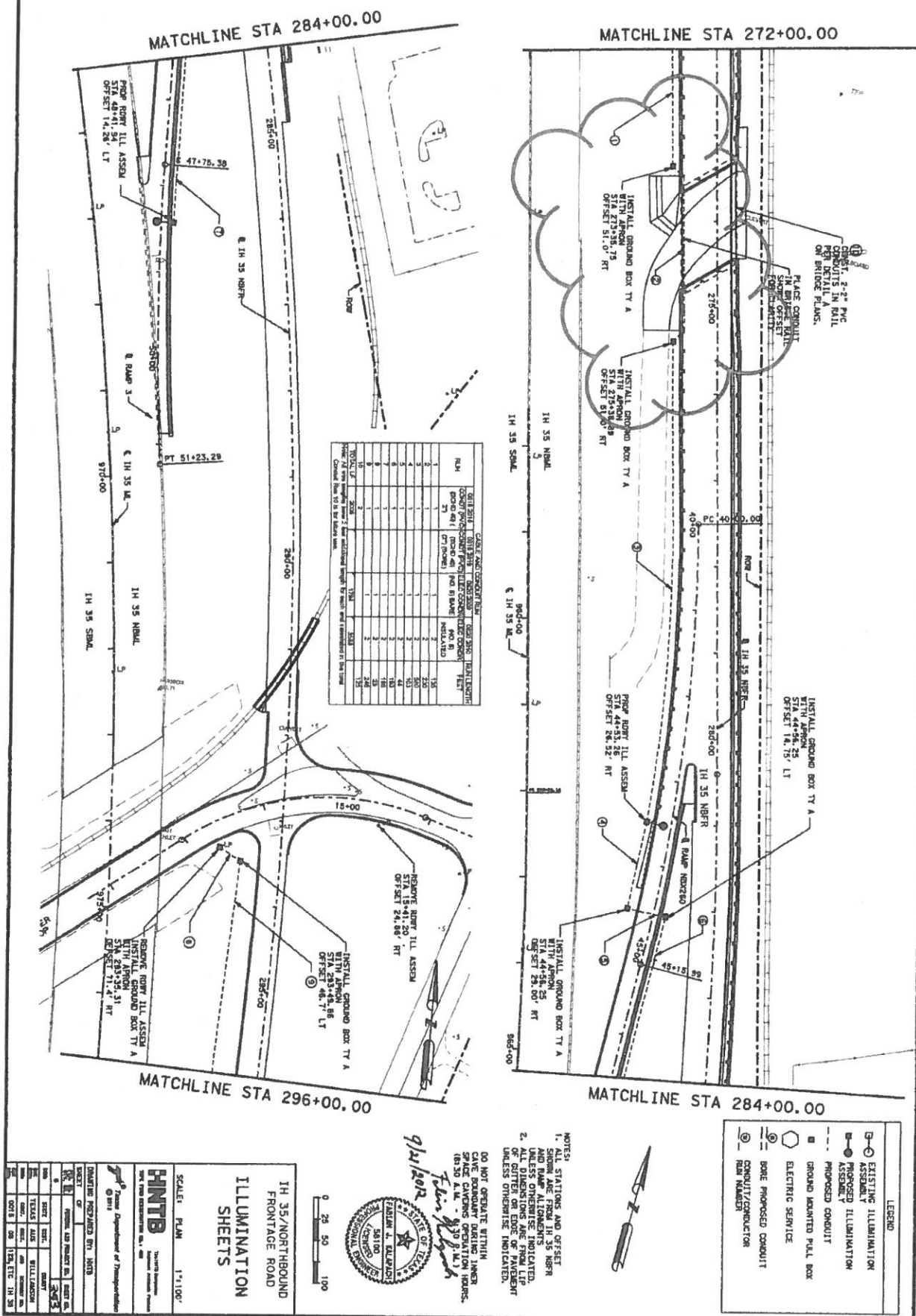
SECTION A-A  
SCALE: 1" = 1'-0"



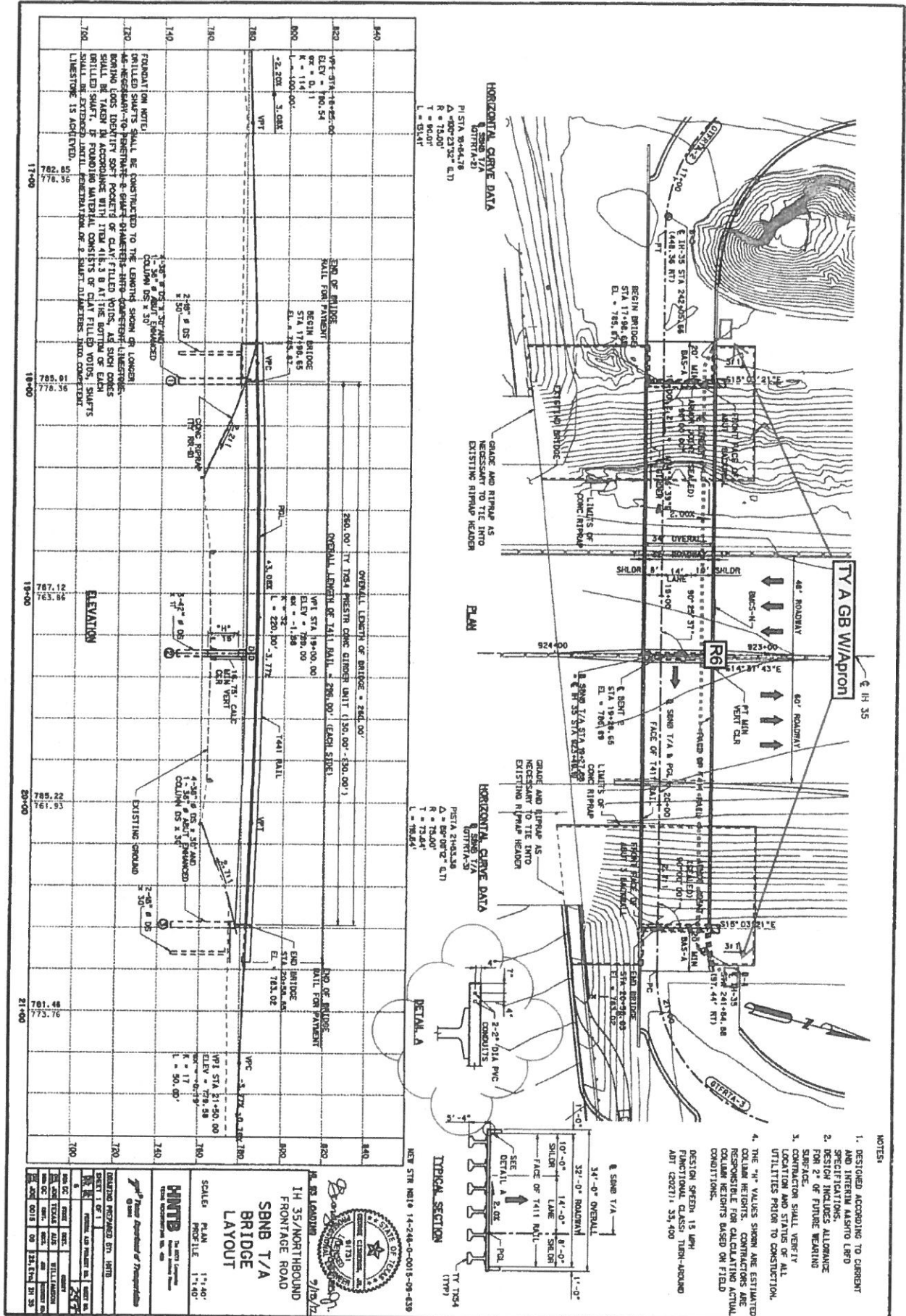
DETAIL A  
SCALE: 1" = 1'-0"



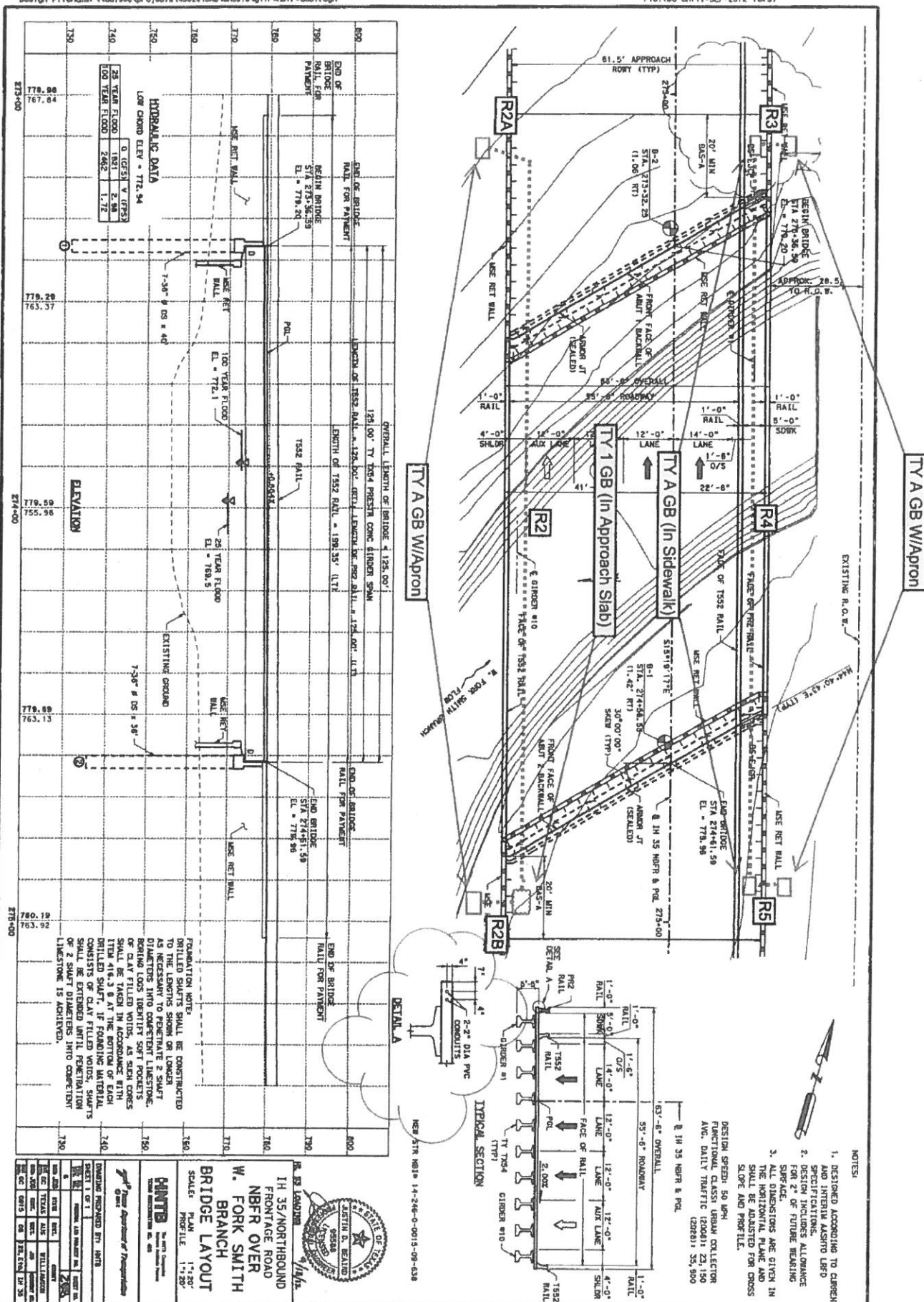
DETAIL B  
SCALE: 1" = 1'-0"



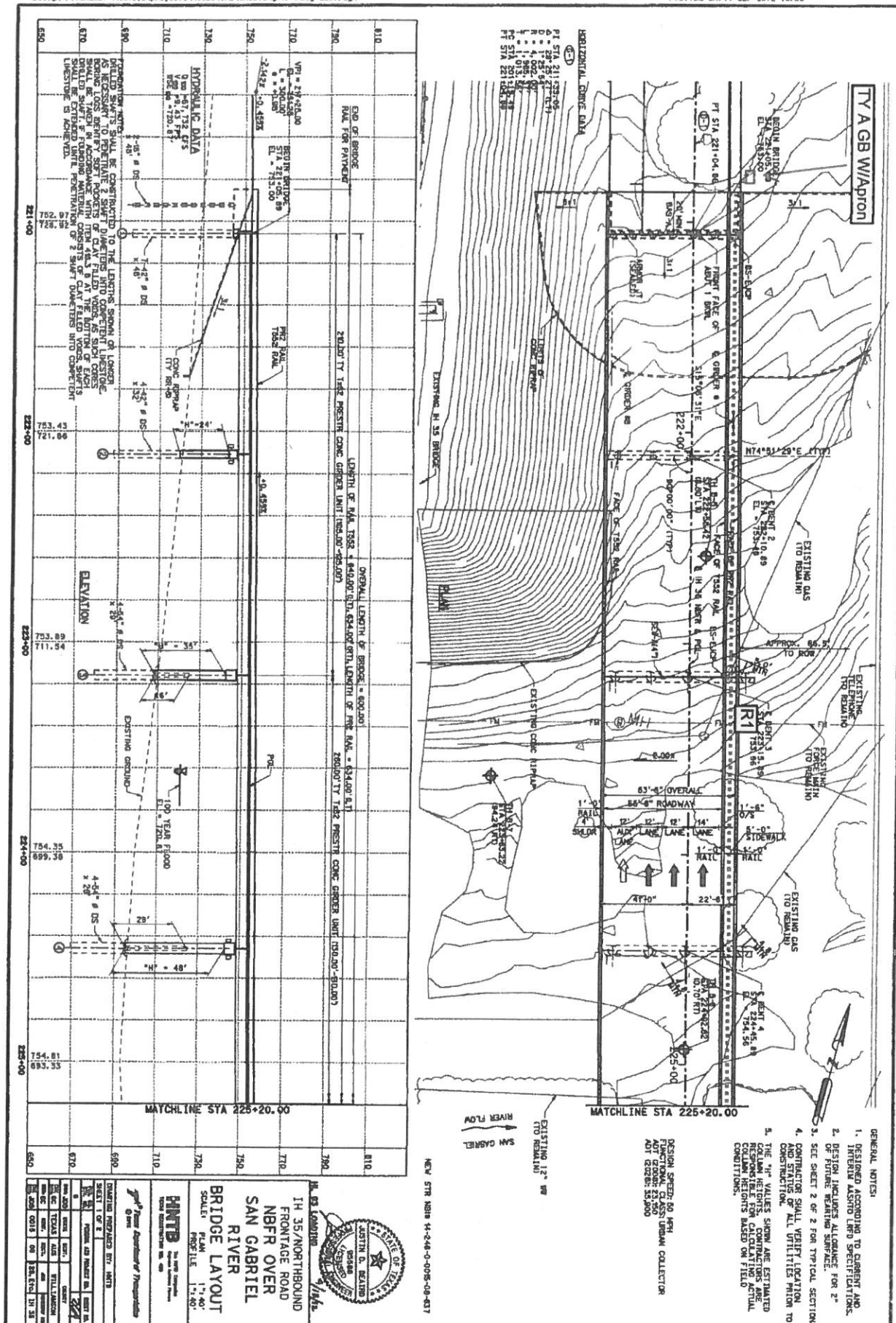












# BID PROPOSAL



## The Levy Company, LP

PO Box 160801

San Antonio TX 78280

Contact: Harry Levy or Andy Ajas

Phone: 210-497-4500

Fax: 210-653-2835

Quote Date:

Jul. 25, 2013

Quote To:

Hunter Industries

Attn: Carter Stone

Owner:

Williamson County

Project:

IH 35 NBFR

Levy Job #:

2013-347

Field Change:

Sell & Deliver Deleted Paetec Conduit

We are pleased to submit to you our quotation for the work items indicated below:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SELL & DELIV DELETED CONDT	1.00	LS	23,495.03	23,495.03
<b>GRAND TOTAL</b>					<b>\$23,495.03</b>

### NOTES:

We offer field change pricing to sell & deliver to the County the deleted 6" HDPE conduit that was purchased for the Paetec Communication change order work. This conduit was purchased after we recieved approval to perform the work, but after taking delivery of a portion of the conduit we were informed we will not be doing the work. Since the conduit cannot be returned to the vendor, we must sell it to the County.

Sincerely,

A handwritten signature in dark ink, appearing to read "Andy Ajas".

Andy Ajas, PE  
The Levy Company, LP

**THE LEVY COMPANY, L.P.**

COUNTY:  
PROJECT:  
CSJ NO.  
LEVY COMPANY JOB NO.  
FIELD CHANGE:

Williamson County IH 35 NBFR  
PTF 2013(192)  
0015-08-128  
2013-347  
Sell & Deliver Deleted Paetec Conduit

DATE: 7/25/13

ITEM:  
QTY:

SELL & DELIVER DELETED PAETEC CONDUIT  
1 LS

PRICING BREAKDOWN				
MATERIAL	QUANT	UNIT	COST	AMOUNT
6" HDPE SDR 11 conduit	3520	LF	\$ 6.033	\$ 21,236.16
Sub Total				\$ 21,236.16
5% Compensation				\$ 1,061.81
Total Material				\$ 22,297.97
LABOR		HRS	AVER RATE	AMOUNT
Truck Driver		7	\$ 13.50	\$ 94.50
Operator		4	\$ 13.50	\$ 54.00
Raw Labor				\$ 148.50
55% Insurance & Taxes				\$ 81.68
25% Compensation				\$ 37.13
Total Labor				\$ 267.30
EQUIPMENT		HRS	AVER RATE	AMOUNT
Haul Truck		7	\$ 64.24	\$ 449.68
Trailer - float		7	\$ 10.59	\$ 74.13
Boom Truck :		4	\$ 71.17	\$ 284.68
Sub Total				\$ 808.49
15% Compensation				\$ 121.27
Total Equipment				\$ 929.76
SUBCONTRACTORS	QUANT	UNIT	UNIT PRICE	AMOUNT
				\$ -
Sub Total				\$ -
0% Compensation				\$ -
Total Subcontractor				\$ -
<b>FIELD CHANGE TOTAL</b>				\$ 23,495.03
ITEM	QUANT	UNIT	UNIT PRICE	AMOUNT
SELL & DELIVER DELETED PAETEC CONDUIT	1	LS	\$ 23,495.03	\$ 23,495.03



MOH July 2013



HILL COUNTRY ELECTRIC SUPPLY  
3003 N.E. LOOP 410 SUITE 101  
SAN ANTONIO TX 78218

Phone 210-653-0483 Fax 210-653-2641

FOR BILLING INQUIRIES CALL: (210) 653-0483 FAX: (210) 283-4109

LEVY COMPANY  
PO BOX 160801  
SAN ANTONIO TX 78280-3001

<b>INVOICE</b>			<b>S100661209.007</b>	Page 1 of 1
INVOICE DATE	ACCOUNT NUMBER	AMOUNT		
06/24/13	5388	\$21,236.16		
ORDERED BY		CUSTOMER PO		
SHONDA		347-6512		
JOB NAME / RELEASE #:				

☐ PLEASE CHECK BOX IF ADDRESS IS INCORRECT  
AND INDICATE CHANGE(S) ON REVERSE SIDE

PLEASE MAKE CHECKS PAYABLE TO:

Hill Country Electric Supply  
P.O. Box 577  
San Antonio, TX 78292-0577

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT.

SHIP TO: 28972 LEVY 347 WILLIAMSON IH 35 7647 S IH 35 WILL 210-422-8350 GEORGETOWN TX 78626		CUSTOMER PURCHASE ORDER 347-6512 WRITER Josh Castruccio	INVOICE NUMBER S100661209.007 ORDER DATE 05/24/13	SHIP VIA DIRECT SALESPERSON DANIEL TAPLEY	ACCOUNT NUMBER 5388 TERMS Vendor Terms 10th
ORDERED 4400	SHIPPED 3520	ITEM NUMBER/DESCRIPTION 6-1702955-0440 600RSDR011 BLK/BLK SW N EMPT 120M D S 6" SDR-11 REGULAR SMOOTH WALL *** Special Order Item *** 10 X 440'		UNIT PRICE 6.033	U/M ea
				AMOUNT 21236.16	
<p style="text-align: center;"><b>POSTED</b> JUN 24 2013</p> <p style="text-align: center;"><b>RECEIVED</b> JUN 25 2013</p> <p style="text-align: center;">BY: .....</p>				Sub-Total: \$21,236.16	
				S&H Charges: \$0.00	
WE APPRECIATE YOU DOING BUSINESS WITH HILL COUNTRY ELECTRIC SUPPLY!				Sales Tax: \$0.00	
				Payments: \$0.00	
				Total Due: \$21,236.16	

TERMS AND CONDITIONS ON FILE WITH CUSTOMER

TO VIEW YOUR BILL ONLINE GO TO: <http://hillcountryelectric.billtrust.com> USE THIS ENROLLMENT CODE: QMW TPL GQP

## Carter Stone

---

**From:** Gary Tackert  
**Sent:** Monday, April 28, 2014 10:17 AM  
**To:** Carter Stone; Bruce Bayless; Jacquelyn Hagelgans  
**Subject:** Fwd: 13IFB00108 - IH 35 Northbound Frontage Rd. - Change Order No. 7

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

FYI

Thank you,

Gary Tackert  
Project Manager  
Hunter Industries Ltd.  
(512) 665-4501  
[gtackert@hunterind.com](mailto:gtackert@hunterind.com)

Begin forwarded message:

**From:** William Calame <[Wcalame@levycompany.com](mailto:Wcalame@levycompany.com)>  
**Date:** April 28, 2014 at 10:04:46 AM CDT  
**To:** 'Gary Tackert' <[gtackert@hunterind.com](mailto:gtackert@hunterind.com)>  
**Cc:** Andy Ajas <[AAjas@levycompany.com](mailto:AAjas@levycompany.com)>  
**Subject:** RE: 13IFB00108 - IH 35 Northbound Frontage Rd. - Change Order No. 7

Gary,  
Our items look fine. Please proceed with change order.

Thanks,  
Will E. Calame  
The Levy Company

---

**From:** Gary Tackert [<mailto:gtackert@hunterind.com>]  
**Sent:** Friday, April 25, 2014 9:49 AM  
**To:** William Calame  
**Cc:** Jacquelyn Hagelgans; Carter Stone; Andy Ajas  
**Subject:** Fwd: 13IFB00108 - IH 35 Northbound Frontage Rd. - Change Order No. 7

Will,

Please see attached change order 7. Let us know if your okay with your items on it. We will wait on you before we sign and send back.

Thank you,

**Commissioners Court - Regular Session****18.****Meeting Date:** 05/13/2014

10WC821 Second Street Roadway Improvements Change Order No 20

**Submitted By:** Tiffany Mcconnell, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Consider approving Change Order No. 20 in the amount of \$11,660.78 for Second Street Roadway Improvements, a Road Bond project in Precinct Four.

**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.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**2nd Street CO 20

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Tiffany Mcconnell

Final Approval Date: 05/09/2014

**Reviewed By**

Wendy Coco

**Date**

05/09/2014 01:45 PM

Started On: 05/08/2014 11:34 AM



WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 20

Received **RECEIVED**

MAY 06 2014

MAY 06 2014

HNTB Corporation

BY: PST

1. CONTRACTOR: FTWoods Construction Services, Inc.
2. Change Order Work Limits: Sta. 168+33.64 to Sta. 243+64.89
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: 10WC821  
Roadway: 2nd Street  
Taylor, Tx  
Purchase Order  
Number: \_\_\_\_\_

5. Describe the work being revised:

**2E: Differing Site Conditions (unforeseeable).** 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).

<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>5/5/2014</u></p> <p>By <u>Chris Lalla</u></p> <p>Typed/Printed Name <u>CHRIS LALLA</u></p> <p>Typed/Printed Title <u>PROJECT MANAGER</u></p>	<p><b>The following information must be provided</b></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>\$11,660.78</u></p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

RECOMMENDED FOR EXECUTION:

<p>_____ Project Manager Construction Observer</p> <p>_____ N/A Design Engineer</p> <p><u>[Signature]</u> <u>5/6/2014</u> Program Manager</p> <p>Design Engineer's Seal: N/A</p>	<p>County Commissioner Precinct 1 Date _____ <input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL</p> <p>County Commissioner Precinct 2 Date _____ <input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL</p> <p>County Commissioner Precinct 3 Date _____ <input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL</p> <p>County Commissioner Precinct 4 Date _____ <input type="checkbox"/> APPROVED <input type="checkbox"/> REQUEST APPROVAL</p> <p><input type="checkbox"/> APPROVED County Judge Date _____</p>
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Project # 10WC821

**TABLE A: Force Account Work and Materials Placed into Stock**

[illegible]

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED			NEW		
				QUANTITY	ITEM COST	ADD or (DEDUCT)	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
104-2001	REMOVING CONC (PAV)	SY	\$11.05	12,328.00	\$136,224.40		320.44	\$139,765.26	\$3,540.86
105-2022	REMOVING CONC (CURB AND GUTTER)	LF	\$3.00	6,972.00	\$20,916.00		(340.00)	\$19,896.00	(\$1,020.00)
162-2002	BLOCK SODDING	SY	\$3.05	5,595.00	\$17,064.75		355.00	\$18,147.50	\$1,082.75
164-2007	BROADCAST SEED (PERM) (URBAN) (CLAY)	SY	\$0.15	15,098.00	\$2,264.70		(1,472.20)	\$2,043.87	(\$220.83)
164-2009	BROADCAST SEED (TEMP) (WARM)	SY	\$0.15	7,549.00	\$1,132.35		(7,549.00)	\$0.00	(\$1,132.35)
164-2011	BROADCAST SEED (TEMP) (COOL)	SY	\$0.15	7,549.00	\$1,132.35		(7,549.00)	\$0.00	(\$1,132.35)
169-2001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	\$1.55	3,773.00	\$5,848.15		(2,765.60)	\$562.50	(\$589.85)
310-2005	PRIME COAT (MC-30 OR AE-P)	GAL	\$4.00	9,999.00	\$39,996.00		(1,007.40)	\$1,561.47	(\$4,286.68)
341-2034	D-GR HMA (QCQA) TY C PG64-22	TON	\$65.00	41.00	\$2,665.00		8,049.00	\$32,196.00	(\$7,800.00)
341-2048	D-GR HMA (QCQA) TY C SAC-B PG70-22	TON	\$60.00	5,526.00	\$331,560.00		6,223.21	\$404,508.65	\$401,843.65
354-2045	PLAN ASPH CONC PAV (2'')	SY	\$12.50	230.00	\$2,875.00		6,266.56	\$375,993.60	\$44,433.60
400-2006	CUT & RESTORE PAV	SY	\$63.00	3,417.00	\$215,271.00		(153.33)	\$958.38	(\$1,916.63)
400-2009	CUT & RESTORE PAV (CONC)	SY	\$63.00	16.00	\$1,008.00		(343.00)	\$193,662.00	(\$21,609.00)
423-2006	RETAINING WALL (CONC BLOCK)	SF	\$37.00	53.00	\$1,961.00		(4.34)	\$1,410.86	(\$525.14)
432-2002	RIPRAP (CONC) (5 IN)	CY	\$304.00	127.80	\$38,851.20		11.66	\$0.00	(\$1,961.00)
450-2073	RAIL (HANDRAIL) (TY B)	LF	\$59.50	65.00	\$3,867.50		9.62	\$41,775.68	\$2,924.48
450-2077	RAIL (HANDRAIL) (TY F)	LF	\$91.50	27.00	\$2,470.50		(65.00)	\$0.00	(\$3,867.50)
464-2003	RC PIPE (CL III) (18 IN)	LF	\$29.50	4,173.00	\$123,103.50		0.00	\$4,437.75	\$529.52
464-2007	RC PIPE (CL III) (30 IN)	LF	\$51.00	588.00	\$29,988.00		21.50	\$123,633.03	\$196.52
496-2003	REMOV STR (MANHOLE)	EA	\$475.00	4.00	\$1,900.00		17.95	\$34,935.00	\$4,947.00
496-2004	REMOV STR (SET)	EA	\$365.00	1.00	\$365.00		97.00	\$3,800.00	\$1,900.00
496-2007	REMOV STR (PIPE)	LF	\$4.35	7,346.00	\$31,955.10		4.00	\$730.00	\$365.00
496-2043	REMOV STR (SMALL FENCE)	LF	\$9.00	128.00	\$1,152.00		25.00	\$32,063.85	\$108.75
506-2003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	\$36.25	185.00	\$6,706.25		(68.00)	\$540.00	(\$612.00)
TOTALS					\$1,021,205.75		(185.00)	\$0.00	(\$6,706.25)
								\$1,432,621.39	\$411,415.64







## TABLE B: Contract Items (Continued)

ORIGINAL + PREVIOUSLY REVISED										NEW		
ADD or (DEDUCT)												
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN			
672-2015	RAIS PAV MRK CL B (REFL) TY I-A-A	EA	\$3.40	543.00	\$1,846.20	48.00	591.00	\$2,009.40	\$163.20			
677-2001	ELIM EXT PAV MRK & MRKS (4")	LF	\$0.40	12,145.00	\$4,858.00	(6,623.00)	5,522.00	\$2,208.80	(\$2,649.20)			
677-2003	ELIM EXT PAV MRK & MRKS (8")	LF	\$0.60	198.00	\$118.80	32.00	230.00	\$138.00	\$19.20			
677-2007	ELIM EXT PAV MRK & MRKS (24")	LF	\$1.65	184.00	\$303.60	(54.00)	130.00	\$214.50	(\$89.10)			
6834-2001	PROTABLE CHANGEABLE MESSAGE SIGN	DAY	\$260.00	20.00	\$5,200.00	(10.00)	10.00	\$2,600.00	(\$2,600.00)			
9001-2001	FENCE SALVAGE AND REPLACEMENT	LS	\$2,500.00	1.00	\$2,500.00	(1.00)	0.00	\$0.00	(\$2,500.00)			
9002-2001	FIXED BOLLARDS	EA	\$255.00	24.00	\$6,120.00	(6.00)	18.00	\$4,590.00	(\$1,530.00)			
COA 505S A	6" CONCRETE ENCASEMENT	LF	\$44.00	79.00	\$3,476.00	(45.00)	34.00	\$1,496.00	(\$1,980.00)			
COA 505S B-5	20" STEEL ENCASEMENT PIPE (5/16" THICK) BY OPEN CUT	LF	\$160.00	28.00	\$4,480.00	(28.00)	0.00	\$0.00	(\$4,480.00)			
COA 505S B-7	PE WATER SERVICE CASING PIPE (4" ASTM 1785, SCHEDULE 40 PVC)	LF	\$18.25	2,035.00	\$37,138.75	40.00	2,075.00	\$37,868.75	\$730.00			
COA 510 AW-2	POLYETHYLENE PIPE ASTM D2737, SDR-9 (2" D)	LF	\$17.00	1,402.00	\$23,834.00	200.00	1,602.00	\$27,234.00	\$3,400.00			
COA 510 AW-6	C-900, SDR 14 PVC PIPE (6" D) INCLUDING TRACER WIRE	LF	\$21.50	113.00	\$2,429.50	(25.00)	88.00	\$1,892.00	(\$537.50)			
COA 510 AW-6A	DUCTILE IRON PIPE, CLASS 350 (6" D)	LF	\$34.50	692.00	\$23,874.00	20.00	712.00	\$24,564.00	\$690.00			
	INSTALL WATER SERVICE, INCLUDING TAPPING SADDLE, METER BOX, AND CORPORATION STOP	EA	\$905.00	49.00	\$44,345.00	3.00	52.00	\$47,060.00	\$2,715.00			
COA 510 KW-6	C110 OR C153 DUCTILE IRON FITTINGS (6")	EA	\$118.00	49.00	\$5,782.00	4.00	53.00	\$6,254.00	\$472.00			
COA 510 ARWW	SANITARY SEWER PIPE (6" ASTM D3034, SDR-26	LF	\$29.50	1,747.00	\$51,536.50	183.00	1,930.00	\$5,398.50	\$5,398.50			
COA 510 ARWW	SANITARY SEWER PIPE (8" ASTM D3034, SDR-26 PVC)	LF	\$34.00	2,329.00	\$79,186.00	(249.00)	2,080.00	\$70,720.00	(\$8,466.00)			
COA 510 A12WWW	SANITARY SEWER PIPE (12" ASTM D3034, SDR-26 PVC)	LF	\$37.50	7,000.00	\$262,500.00	220.00	7,220.00	\$270,750.00	\$8,250.00			
COA 510 A18WWW	SANITARY SEWER PIPE (18" ASTM F679, PS-115 PVC)	LF	\$58.25	1,314.00	\$76,540.50	134.00	1,448.00	\$84,346.00	\$7,805.50			
COA 510 BWW-S	CONNECT TO EXISTING WW SERVICE	EA	\$1,050.00	67.00	\$70,350.00	7.00	74.00	\$77,000.00	\$7,350.00			
COA 510 BWW-L	CONNECT TO EXISTING WW LINE	EA	\$1,610.00	18.00	\$28,980.00	3.00	21.00	\$33,810.00	\$4,830.00			
COA 510 CPWW	CUT & PLUG EXIST. WASTEWATER	EA	\$765.00	16.00	\$12,240.00	1.00	17.00	\$13,005.00	\$765.00			
COA 511S A-6I	6" INSTA-VALVE INSTALLATION	EA	\$4,565.00	2.00	\$9,130.00	(1.00)	1.00	\$4,565.00	(\$4,565.00)			
9999-007	6"-8" WASTEWATER MH CORES	EA	\$700.00	4.00	\$2,800.00	1.00	5.00	\$3,500.00	\$700.00			
341-2011	D-GR HMA (OCQA) TY B PG64-22	TON	\$63.50	11,039.00	\$700,976.50	(5,900.81)	5,138.19	\$326,275.07	(\$374,701.44)			
9999-012T	CONCRETE FLUME	LF	\$53.50	128.00	\$6,848.00	(6.03)	121.97	\$6,525.40	(\$322.61)			
400-2006T	CUT & RESTORING PAV	SY	\$63.00	368.00	\$23,184.00	(29.00)	339.00	\$21,357.00	(\$1,827.00)			
9999-020	DEEP WASTEWATER SERVICE (ADDL CHARGE)	EA	\$3,112.05	20.00	\$62,241.00	(2.50)	17.50	\$54,460.88	(\$7,780.13)			
644-2059	RELOCATE SM RD SN SUP & AM TY 10 TWT	EA	\$340.00	22.00	\$7,480.00	(3.00)	19.00	\$6,460.00	(\$1,020.00)			
465-2003	INLET (COMPL) (TY H)	EA	\$2,440.00	18.00	\$43,920.00	1.00	19.00	\$46,360.00	\$2,440.00			
341-2034INC	D-GR HMA (OCQA) TY - C PG 64 - 72 (Incorrect Unit Price)	TON	\$60.00	-41.00	(\$2,460.00)	41.00	0.00	\$0.00	\$2,460.00			

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 20

## Advance Funding Agreement (Third Party Funding) Information

*This form is used when the subject change order involves funding by a source other than Williamson County*

1. Outside funding provided by:

\_\_\_\_\_  
(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change: [ Check one ]

☐ Existing                      ☐ Amended                      ☐ New

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount: \_\_\_\_\_)

☐ Actual Cost

(a) Contract Items (Bid Items):

(b) E&C\*: (a) x \_\_\_\_\_ [enter %]= \$0.00

(c) Indirect Cost: (a+b) x \_\_\_\_\_ [enter %]= \$0.00

**TOTAL** \$0.00

**Project:** 10WC821

**Roadway:** 2nd Street Taylor, Tx

**Contract  
Number:** \_\_\_\_\_

### Use as needed:

I hereby approve the modifications covered by Form CO for this Change Order and agree to finance the additional costs, if any, as reflected by this form.

Advance Funding                      Date \_\_\_\_\_

By \_\_\_\_\_

Type/Printed Name \_\_\_\_\_

Typed/Printed Title \_\_\_\_\_

\* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project from approximately 6% to 11% depending on the contract amount of the project. Projects with higher contract amount will have the lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

Advance Funding for this Change Order has been arranged:

County Judge \_\_\_\_\_ Date \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

## 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

# INSTRUCTIONS FOR PREPARING THE CHANGE ORDER

The following information is provided to assist you in preparing the Change Order:

- 1 Insert the Contractor's name as it appears in the contract.
- 2 Insert the work limits for the Change Order.
- 3 Indicate if a change is major or minor. Definitions of Major and Minor changes are as follows:

Major Change - Reduces the geometric design or structural capacity below project design criteria.

- \* - Increases the contract by 25% of the original contract cost or by \$200,000 which ever is less
- Changes project limits
- Any change in the Traffic Control Plan which reduces the capacity as shown on the plans for the through traffic or the traffic on major cross streets.
- Settlement of a dispute

Minor Change - Everything not described above

**\* WHEN A CHANGE ORDER, OR THE CUMMULATIVE SUM OF ALL PREVIOUS CHANGE ORDERS, INCREASES THE ORIGINAL CONTRACT BY 25% OR \$200,000, WHICH EVER IS LESS, THE PURCHASING DEPARTMENT OF THE COUNTY'S AUDITOR'S OFFICE MUST BE NOTIFIED FOR THEIR APPROVAL.**

- 4 Indicate the reason(s) for the Change Order listing first the primary reason followed by secondary reason(s) if needed. Refer to the Reason Code Chart for Change Orders. Your entry will be a number followed by a letter for the associated reasons (i.e. - 1A, 3D, etc.).
- 5 Give a narrative of the revised work being authorized in the Change Order.
- 6 Attach any new/revised plan sheet(s).
- 7 The signature block for the third party on the Form CO-AFA is optional. The contractor is not responsible for any delays the district may have in obtaining a third party's signature.
- 8 Have the contractor sign in the contractor's signature block. All change orders must be signed by the contractor.
- 10 Affix the seal in the space located at the left corner of the bottom of the CO Form. All COs should be signed and dated in accordance with the rules and regulations of the Texas Board of Professional Engineers

## Signature authority for COs

- ◆ Up to \$25,000: County Judge
- ◆ \$25,001 & Greater: Commissioner's Court

\* See No. 3 above for the proper handling of Change Orders which increase the contract by 25% or \$200,000, which ever is less.



**Commissioners Court - Regular Session****19.****Meeting Date:** 05/13/2014

Contract

**Submitted By:** Wendy Coco, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an Agreement for Engineering Services between Williamson County and Prime Strategies, Inc. whereby Prime Strategies, Inc. will serve as Williamson County's General Engineering Consultant (GEC) in relation to Program Management, Planning and Design Services for projects under the 2013 Williamson County Road Bond Program.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**Contract

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**Form Review**

Form Started By: Wendy Coco  
Final Approval Date: 05/09/2014

Started On: 05/09/2014 02:52 PM



**AGREEMENT FOR ENGINEERING SERVICES**  
**(General Engineering Consultant (GEC) -**  
**Program Management, Planning & Design Services)**

**THIS AGREEMENT FOR ENGINEERING SERVICES** ("Agreement") is made and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Prime Strategies, Inc. ("PSI"), whose offices are located at Prime Strategies, Inc., 1508 South Lamar Blvd., Austin, Texas 78704, and such Agreement is for the purposes set forth herein below.

**RECITALS:**

**WHEREAS**, County intends to construct various road and drainage projects as a part of the 2013 Road Bond Program (the "Project"); and,

**WHEREAS**, County requires certain General Engineering Consultant (GEC) - Program Management, Planning & Design Services for the 2013 Road Bond Program road and drainage projects in connection with the Project; and,

**WHEREAS**, PSI is prepared to provide the above mentioned services.

**NOW, THEREFORE, WITNESSETH:**

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

**ARTICLE 1 - EFFECTIVE DATE AND TERM**

The effective date of this Agreement shall be the date of the last party's execution hereinbelow. PSI is expected to complete the Services described herein in accordance with each Annual Fiscal Year Work Authorization described herein below. If PSI does not perform the Services in accordance with each applicable Annual Fiscal Year Work Authorization, then County shall have the right to terminate this Agreement as set out below. So long as the County elects not to terminate this Agreement, it shall continue from day to day until such time as the Services are completed in accordance with each applicable Annual Fiscal Year Work Authorization.

**ARTICLE 2 – ANNUAL FISCAL YEAR WORK AUTHORIZATIONS**

County will prepare and issue Annual Fiscal Year Work Authorizations to authorize PSI to perform one or more tasks of the Services during a particular County fiscal year. Each Annual Fiscal Year Work Authorization shall describe the parties' mutual agreement on the scope of the Services, schedule, compensation and other particulars as stated therein. Annual Fiscal Year Work Authorizations shall be in the general form shown in attached **Exhibit A**. Annual Fiscal Year Work Authorizations are binding only after acceptance and execution by duly authorized representatives of both parties. Each Annual Fiscal Year Work Authorization shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement. The amount payable for an Annual Fiscal Year Work

Authorization shall be supported by the estimated cost of the Services as described in the Annual Fiscal Year Work Authorization. The Annual Fiscal Year Work Authorization will not waive PSI's responsibilities and obligations established in this Agreement.

### **ARTICLE 3 - SCOPE OF SERVICES**

The Scope of Services that PSI shall provide under this Agreement is set forth in the attached **Exhibit B** (the "Services"). During the term of this Agreement, the Services to be provided for each particular assignment during a particular County fiscal year shall be specifically described in Section A (Scope of Services) of each Annual Fiscal Year Work Authorization.

### **ARTICLE 4 - SCHEDULE**

PSI shall exercise its reasonable efforts to perform the Services of an applicable Annual Fiscal Year Work Authorization within the time frame set forth in Section B (Schedule) of each Annual Fiscal Year Work Authorization; provided, however, PSI understands and agrees that time is of the essence and that any failure of PSI to complete the Services within the agreed work schedule set out in the applicable Annual Fiscal Year Work Authorization may constitute a material breach of this Agreement. PSI shall notify County in writing as soon as possible if it determines, or reasonably anticipates, that the Services will not be completed in accordance with an applicable Annual Fiscal Year Work Authorization. PSI shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and the PSI's standard of performance as defined herein. Where damage is caused to County due to PSI's negligent failure to perform, County may accordingly withhold, to the extent of such damage, PSI's payments hereunder without waiver of any of County's additional legal rights or remedies. However, PSI shall not be liable for damage that is caused to County due to no fault of PSI and time for PSI's performance may be extended by County.

### **ARTICLE 5 - COMPENSATION; EXPENSES AND PAYMENT**

**A.** County shall pay and PSI agrees to accept compensation for the Services performed and to be performed under this Agreement based on the Rate Schedule set forth in the attached **Exhibit C**. Section C (Compensation) of each Annual Fiscal Year Work Authorization shall set forth the compensation to be paid to PSI for the applicable County fiscal year.

**B.** PSI shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the Services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to PSI without mark-up.

**C.** Payments to PSI shall be made while Services are in progress. PSI shall prepare and submit to the Williamson County Auditor, not more frequently than once per month, a progress report. Such progress report shall state the percentage of completion of Services accomplished for an applicable Annual Fiscal Year Work Authorization during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the Williamson County Auditor. Simultaneous with submission of such progress report, PSI shall prepare and submit one (1) original of a certified invoice in a form acceptable to the County

Auditor. All invoices submitted to the Williamson County Auditor must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Services performed pursuant to this Agreement, a separate invoice or itemization of the Additional Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to withhold payment pending verification of satisfactory Services performed. PSI has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Annual Fiscal Year Work Authorization were completed. The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve PSI of the responsibility of correcting any errors and/or omissions resulting from its negligence.

**D.** 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 PSI, the Williamson County Auditor shall notify PSI of the error not later than the twenty first (21<sup>st</sup>) day after the date the Williamson County Auditor receives the invoice. If the error is resolved in favor of PSI, PSI shall be entitled to receive interest on the unpaid balance of the invoice submitted by PSI beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, PSI 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.

## **ARTICLE 6 - COUNTY'S RESPONSIBILITIES**

**A.** County shall be responsible for all matters described in Section D (County's Responsibilities) of each Annual Fiscal Year Work Authorization. In addition, County shall perform and provide the following in a timely manner so as not to delay the Services of PSI:

- (1) Place at PSI's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by PSI to perform its Services.
- (2) Give prompt written notice to PSI whenever County becomes aware of any development that affects the scope or timing of PSI's Services, or any defect in the

Services of PSI.

- (3) Advise PSI of the identity and scope of services of any independent consultants retained by County to provide services in regard to the Project.

**B.** County hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by County to PSI. If County does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to PSI, County shall obtain a license or right to use, including the right to sublicense to PSI. County hereby grants PSI the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. County represents that PSI's use of such documents will not infringe upon any third parties' rights and County will indemnify and protect PSI from any infringement claims arising from PSI's use of any plans, documents or other materials provided to PSI in the performance of its Services hereunder.

## **ARTICLE 7 - STANDARD OF CARE**

The standard of care for all professional engineering, consulting and related services performed or furnished by PSI and its employees under this Agreement will be the care and skill ordinarily used by members of PSI's profession practicing under the same or similar circumstances at the same time and in the same locality.

## **ARTICLE 8 - INDEMNIFICATION AND LIABILITY**

**A.** EXCEPT FOR EXPENSES OR LIABILITIES ARISING FROM THE NEGLIGENCE OR INTENTIONAL ACTS OF THE COUNTY, PSI HEREBY EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE COUNTY AND ITS OFFICERS, AGENTS, OFFICIALS, REPRESENTATIVES AND EMPLOYEES HARMLESS AGAINST ANY AND ALL EXPENSES AND LIABILITIES ARISING OUT OF THE NEGLIGENT PERFORMANCE, ACTION OR INACTION OF PSI IN CONDUCT OF THIS AGREEMENT.

FOR MATTERS OTHER THAN THOSE ARISING FROM THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, PSI EXPRESSLY AGREES TO THE EXTENT THAT THERE IS A CASUAL RELATIONSHIP BETWEEN ITS NEGLIGENCE, ACTION OR INACTION, OR THE NEGLIGENCE, ACTION OR INACTION OF ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY PSI AND ANY DAMAGE, LIABILITY, INJURY, LOSS OR EXPENSE (WHETHER IN CONNECTION WITH BODILY INJURY OR DEATH OR PROPERTY DAMAGE) THAT IS SUFFERED BY THE COUNTY AND/OR ITS OFFICERS OR EMPLOYEES OR BY ANY MEMBER OF THE PUBLIC, TO INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS, AND EXPENSES ARISING OUT OF THE NEGLIGENCE, ACTION OR INACTION OF PSI. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO PSI'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY PSI (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR/SUBCONSULTANT).

FOR MATTERS ARISING OUT OF THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, PSI WILL INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY NEGLIGENT ACT. SUCH COSTS ARE TO INCLUDE, WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES. THIS PROMISE TO INDEMNIFY

SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO PSI'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY PSI (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR/SUBCONSULTANT), THE COUNTY'S OFFICERS OR EMPLOYEES, THE EMPLOYEES OF ANY OTHER INDEPENDENT CONTRACTORS, OR OCCURRING TO ANY MEMBER OF THE PUBLIC. WHEN THE COUNTY SUBMITS NOTICE, PSI SHALL PROMPTLY DEFEND ANY AFOREMENTIONED ACTION.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR CONTRACT DOCUMENTS SHALL NOT LIMIT PSI'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM PSI IS NOT LEGALLY LIABLE, PSI'S OBLIGATIONS SHALL BE REDUCED IN PROPORTION TO THE COUNTY'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

**B.** To the fullest extent permitted by law, neither party shall be liable to the other party for any consequential damages resulting in any way from the performance of this Agreement.

**C.** The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

## **ARTICLE 9 - INSURANCE**

**A.** Coverage Limits. PSI, at PSI's sole cost, shall purchase and maintain during the entire term, while this Agreement is in effect, the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. 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. WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.

**B.** Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it, and PSI and its insurer(s) waive their rights of subrogation against County.

**C.** Premiums and Deductible. PSI shall be responsible for payment of premiums for all of the insurance coverages required under this section. PSI further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which PSI is responsible hereunder, PSI shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in PSI's insurance

must be declared and approved in writing by County in advance.

**D. Commencement of Work.** PSI shall not commence any field work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, PSI shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of PSI hereunder.

**E. Insurance Company Rating.** 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.

**F. Certification of Coverage.** PSI shall furnish County with a certification of coverage issued by the insurer. PSI shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, PSI shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

**G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by PSI, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration 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 Agreement and/or Exhibits which absolutely requires arbitration of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

**H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of PSI, PSI shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

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

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

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Auditor  
c/o: Pam Navarrette  
710 Main Street, Suite 301  
Georgetown, Texas 78626

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

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by PSI shall be borne solely by PSI, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit E** herein entitled "Certificates of Insurance."

#### **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

A. PSI shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to PSI, to fulfill contractual responsibilities to County or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to PSI in an Annual Fiscal Year Work Authorization.

B. In the event the County requests PSI to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to PSI for review at least 15 days prior to the requested date of execution. PSI shall not be required to execute any certificates or documents that in any way would, in PSI's sole judgment, (a) increase PSI's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in PSI having to certify, guarantee or warrant the existence of conditions whose existence PSI cannot ascertain.

#### **ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

Because PSI has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, PSI's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a practitioner of its profession. PSI does not guarantee that proposals, bids, or actual Project costs will not vary from PSI's cost estimates or that actual schedules will not vary from PSI's projected schedules.

#### **ARTICLE 12 – REUSE AND OWNERSHIP OF DOCUMENTS**

All documents, including but not limited to drawings, specifications, tracings, drawings, estimates, specifications, investigations, studies, other documents, completed or partially completed and data or programs stored electronically, (hereinafter referred to as "PSI's Work Products") prepared by PSI and its subcontractors/subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. PSI's Work Products shall be the property of County to be thereafter used in any lawful manner

as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to PSI.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, PSI hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in PSI's Work Products developed under this Agreement. Copies may be retained by PSI. PSI shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by PSI or anyone connected with PSI, including agents, employees, engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by PSI without cost to County.

Upon execution of this Agreement, PSI grants to County permission to reproduce PSI's Work Products for purposes of the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Agreement. PSI shall obtain similar permission from PSI's subcontractors/subconsultants consistent with this Agreement. If and upon the date PSI is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of PSI. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of PSI's Work Products appropriate to and for use in their execution of the Work. Submission or distribution of PSI's Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of PSI's Work Products shall be at County's sole risk and without liability to PSI and its engineers.

Prior to PSI providing to County any PSI's Work Products in electronic form or County providing to PSI any electronic data for incorporation into PSI's Work Products, County and PSI shall by separate written contract set forth the specific conditions governing the format of such PSI's Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by PSI for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by PSI, the hardcopy shall prevail. Only printed copies of documents conveyed by PSI shall be relied upon.

PSI shall have no liability for changes made to PSI's Work Products by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

#### **ARTICLE 13 - NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED**

**A. Non-collusion.** PSI warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for PSI, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or



resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** PSI must sign the Debarment Certification enclosed herewith as **Exhibit F**.

**C. Financial Interest Prohibited.** PSI covenants and represents that PSI, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

#### **ARTICLE 14 - VIOLATION OF AGREEMENT TERMS/BREACH; TERMINATION AND SUSPENSION**

**A. Violation of Agreement Terms/Breach.** Violation of the terms of this Agreement or breach of contract by PSI shall be grounds for termination of this Agreement, and any increased costs arising from PSI's default, breach of contract, or violation of this Agreement's terms shall be paid by PSI.

**B. Termination.** This Agreement may be terminated as set forth below:

1. By mutual agreement and consent, in writing, of both parties.
2. By County, by notice in writing to PSI, as a consequence of failure by PSI to perform the Services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By County, for reasons of its own and not subject to the mutual consent of PSI, upon not less than thirty (30) days' written notice to PSI.
5. By satisfactory completion of all Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to PSI. In determining the value of the Services performed by PSI prior to termination, County shall be the sole judge. Compensation for Services at termination will be based on a percentage of the Services completed at that time. Should County terminate this Agreement under Subsection (4) immediately above, then the amount charged during the thirty-day (30) notice period shall not exceed the amount charged during the preceding thirty (30) days.

If PSI defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of PSI, then County shall give consideration to the actual costs incurred by PSI in performing the Services to the date of default, the amount of Services required which was satisfactorily completed to date of default, the value of the Services which are usable to County, the cost to County of employing another firm to complete the Services required and the time required to do so, and other factors which affect the value to County of the Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of PSI to fulfill its contractual obligations, then County may take over the Project and prosecute the Services to completion. In such case, PSI shall be liable to County for any additional and reasonable costs incurred by County.

PSI shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by PSI in support of the Services under this Agreement.

**C.** Suspension. County may suspend performance of this Agreement for County's convenience upon written notice to PSI. PSI shall suspend performance of the Services on a schedule acceptable to County, and County shall pay PSI for all the Services performed plus suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to PSI's compensation and the Project schedule.

**D.** The provisions of this Article shall also apply to each individual Annual Fiscal Year Work Authorization, separate and apart from any other Annual Fiscal Year Work Authorizations, and without terminating or otherwise affecting this Agreement as a whole.

#### **ARTICLE 15 - DELAY IN PERFORMANCE**

**A.** Neither County nor PSI shall be considered in default of this Agreement or any Annual Fiscal Year Work Authorization for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either County or PSI under this Agreement or any Annual Fiscal Year Work Authorization. PSI shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

**B.** Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

#### **ARTICLE 16 - PROJECT TEAM**

County's Designated Representative for purposes of this Agreement is as follows:

Robert B. Daigh, P.E.  
Sr. Director of Infrastructure  
Williamson County Department of Infrastructure  
3151 S. E. Inner Loop,  
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving PSI written notice thereof. With respect to any action, decision or

determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify PSI in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to execute, modify, amend or terminate this Agreement, an executed Annual Fiscal Year Work Authorization, an executed Supplemental Annual Fiscal Year Work Authorization or executed amendment to this Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

PSI's Designated Representative for purposes of this Agreement is as follows:

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

PSI shall have the right, from time to time, to change PSI's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by PSI under this Agreement, PSI's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by PSI's Designated Representative on behalf of PSI shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by PSI's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by PSI's Designated Representative shall be binding on PSI. PSI's Designated Representative shall have the right to modify, amend and execute Annual Fiscal Year Work Authorizations, Supplemental Annual Fiscal Year Work Authorizations and amendments of this Agreement on behalf of PSI.

#### **ARTICLE 17 - NOTICES**

**A.** Any notice required by this Agreement shall be made in writing to the address specified below:

**County:** Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

With copy to: Robert B. Daigh, P.E.  
Sr. Director of Infrastructure  
Williamson County Department of Infrastructure  
3151 S. E. Inner Loop,  
Georgetown, Texas 78626

and to: Office of General Counsel  
Williamson County  
710 Main Street, Suite 102  
Georgetown, Texas 78626

and to: County Auditor  
Williamson County  
710 Main Street, Suite 301  
Georgetown, Texas 78626

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

**B.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of County and PSI.

#### **ARTICLE 18 - DISPUTES**

**A.** In the event of a dispute between County and PSI arising out of or related to this Agreement, or any Annual Fiscal Year Work Authorization, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

**B.** If the parties' senior officers are unable to resolve the dispute within thirty (30) days following the date in which the senior officers meet, and if a party wishes to pursue the claim subject of the dispute, such claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction. This provision shall survive the termination of the Agreement.

**C.** During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

## **ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY**

**A.** During the performance of this Agreement and to the extent the Project is a federally funded project, PSI, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations. PSI 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. PSI, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. PSI 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 PSI for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by PSI of PSI's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. PSI 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 County (referred to in this Article as 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 PSI 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 PSI'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 PSI under the contract until PSI complies, and/or;
- b. cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions. PSI shall include the provisions of Subsections (1) through (6) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. PSI 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 a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, PSI may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, PSI may request the United States to enter into such litigation to protect the interests of the United States.

**B.** PSI hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. PSI affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is PSI's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

**C.** PSI further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

## **ARTICLE 20 - CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

**A. Contract Documents.** The Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), any fully executed Annual Fiscal Year Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed amendments of this Agreement (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

1. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
2. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
3. National Environmental Policy Act (NEPA)
4. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
5. Americans with Disabilities Act (ADA) Regulations
6. U.S. Army Corps Regulations
7. International Building Code, current edition as updated
8. Williamson County Design Criteria & Project Development Manual, latest edition
9. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
10. Williamson County Protocol for Sustainable Roadsides, latest edition
11. TxDOT Bridge Design Manual - LRFD, latest edition
12. TxDOT Geotechnical Manual, latest edition

## **ARTICLE 21 - GENERAL PROVISIONS**

**A. Waiver.** A waiver by either County or PSI of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

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

**C. Successors and Assigns.** County and PSI each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

**D. Assignment.** Neither County nor PSI shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, PSI may assign its rights to payment without County's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent PSI from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

**E. No Third Party Rights.** The Services provided for in this Agreement are for the sole use and benefit of County and PSI. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and PSI.

**F. Venue And Governing Law.** This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**G. Accounting Records.** PSI agrees to maintain, for a period of three (3) years after final payment under this Agreement, detailed records identifying each individual performing the Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. PSI 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 PSI which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PSI further agrees that County shall have access during normal working hours to all necessary PSI 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 PSI reasonable advance notice of intended audits.

**H. Personnel, Equipment And Material.** PSI shall furnish and maintain, at its own expense, quarters for the performance of all Services, and adequate and sufficient personnel and equipment to perform the Services as required. All employees of PSI shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of PSI who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the Services shall immediately be removed from association with the Project when so instructed by County. PSI certifies that it presently has adequate qualified personnel in its employment for performance of the Services required under this Agreement, or will obtain such personnel from sources other than County. PSI may not change the Project Manager without prior written consent of County.

**I. Reports of Accidents.** Within 24 hours after PSI 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 PSI), whether or not it results from or involves any action or failure to act by PSI or any employee or agent of PSI and which arises in any manner from the performance of this Agreement, PSI 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. PSI shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon PSI, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from PSI's performance of work under this Agreement.

**J. 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.

**K. 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.

**L. 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.

**M. 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.

**N.** 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.

**O.** Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any amendment of this Agreement and the terms and conditions set forth in any Exhibit, Appendix, Annual Fiscal Year Work Authorization or Supplemental Work Authorization to this Agreement, the terms and conditions set forth in this Agreement or any amendment of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix, Annual Fiscal Year Work Authorization or Supplemental Work Authorization to this Agreement.

**P.** Meaning of Day. For purposes of this Agreement, all references to a "day" or "days" shall mean a calendar day or calendar days.

#### **ARTICLE 22 - PRIOR AGREEMENTS SUPERSEDED AND AMENDMENTS**

This Agreement constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing. The terms set out in this Agreement may be modified by a written fully executed amendment.

### SIGNATORY WARRANTY

The undersigned signatory for PSI hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

**IN WITNESS WHEREOF**, County has caused this Agreement to be signed in its name by its duly authorized County Judge, as has PSI, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

#### **COUNTY**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis, County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

**PRIME STRATEGIES, INC.**

By: \_\_\_\_\_  


Printed Name: MICHAEL WEAVER

Title: President

Date: April 23, 2014

## **Exhibit A - Sample Annual Fiscal Year Work Authorization**

### **ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER \_\_\_\_\_**

This Work Authorization is made as of this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) - Program Management, Planning & Design Services), dated \_\_\_\_\_, 20\_\_\_\_ (the Agreement), between Williamson County, Texas (County) and Prime Strategies, Inc. (PSI). This Annual Fiscal Year Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

*[Insert a brief description of the Project elements to which the Annual Fiscal Year Work Authorization applies]*

#### **Section A. - Scope of Services**

A.1. PSI shall perform the following Services:

A.2. The following Services are not included in this Annual Fiscal Year Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

A.3. In conjunction with the performance of the foregoing Services, PSI shall provide the following submittals/deliverables (Documents) to County:

#### **Section B. - Applicable Period and Schedule**

This Annual Fiscal Year Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 20\_\_\_\_. PSI shall perform the Services and deliver the related Documents (if any) according to the following schedule:

#### **Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, County shall pay to PSI the not-to-exceed amount of \$\_\_\_\_\_, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to PSI according to the Rate Schedule and terms of the Agreement.

**Section D. - County's Responsibilities**

County shall perform and/or provide the following in a timely manner so as not to delay the Services of PSI. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:

**Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

IN WITNESS WHEREOF, the County and PSI have executed this Annual Fiscal Year Work Authorization.

Williamson County, Texas  
(County)

Prime Strategies, Inc.  
(PSI)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

## **EXHIBIT B**

### **SCOPE OF SERVICES TO BE PROVIDED BY PSI**

The services to be performed by PSI under this Agreement shall consist of providing management services required to initiate and monitor production of contract documents for the projects in the 2013 Road Bond Program.

PSI shall furnish all materials required to perform the services specified below.

1. Identify specific program activities and update/modify bond program organizational and management documents, agreements, process.
2. Meet with Commissioners and County staff to identify priority projects.
3. Develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
4. Work with the County financial advisor and County Auditor to determine the appropriate dollar amount for the bond issues including, as necessary, materials for the official statement and bond rating agencies.
5. Prepare Letters of Interest (LOI's), Request for Qualifications (RFQ's) and Requests for Proposals (RFP's) for project consultants and other professional services.
6. Assist in requesting qualification statements from firms for services.
7. Assist in pre-qualifying firms for review and consideration by the Commissioners Court for the road improvement projects and related activities.
8. Update the Williamson County Transportation website, as appropriate; assist in developing a new public information website focusing on the County's overall transportation improvement program.
9. Assist the County in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, websites (updates, as well), maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.
10. Meet with TxDOT and other local, State and Federal agency representatives, as required, to review proposed improvement programs for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements between Williamson County and other entities for designed "partnering" projects.

11. Review all State and Federal funding programs to identify "partnering" opportunities. Assist in preparing/presenting program/funding proposals.
12. Assist the County Auditor in updating the financial procedures, programs, and support documents to manage and monitor the bond program expenditures and cash flows.
13. Update as necessary the standardized professional service agreement (PSA) and construction contracts for bond program activities.
14. Assist County staff, County Commissioners, key construction management and construction personnel with information for appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
15. Amend and update, in coordination with the Commissioners Court and County staff, the Long Range Transportation Plan.
16. Coordinate and schedule ground-breaking activities, milestone presentation announcements and press conferences within the affected areas, or in a particular city or specific focus area. This would include the design, scripting, and production of materials and exhibits for the individual meetings.
17. Assist in planning meetings and neighborhood notifications to the area, the affected cities, etc. through personalized invitations, telephone contact or other means that would insure proper notification to promote full citizen involvement.
18. Update and modify all project signage for all of the county and state road projects in the county.
19. Assist the Right-of-Way acquisition team, as necessary, in the coordination of acquisitions services and the timely acquisition of right-of-way for road bond projects and state highways. This would include providing preliminary cost estimates and a priority acquisition schedule.
20. Coordinate and assist the Environmental Permitting consultants in developing a comprehensive mitigation program for County road bond projects. Coordinate environmental activities with design engineers, project permitting, route/alignment issues, and right-of-way acquisition.
21. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects identified in the 2013 Road Bond election. Monitor City activities, schedules, and invoices as necessary.
22. Provide engineering program activities related to establishing the systems and procedures to implement the design and construction of road bond projects. Including:

- a) Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.
  - b) Prepare a Master Schedule for the Road Bond Program, including planning activities, design, right-of-way acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the program.
  - c) Develop and maintain a filing system to include program management materials, planning documents, design documents, right-of-way documents, and bid documents.
  - d) Maintain Bond Program Standard Procedures Manual.
  - e) Maintain Bond Program Standard Forms.
  - f) Maintain Bond Program Engineering Design Criteria.
  - g) Maintain Bond Program Plan Preparation Criteria.
  - h) Maintain Bond Program Standards for CADD and CADD procedures.
  - i) Review available Standard Detail sheets for County road projects, and revise, as necessary. Update Standard Detail sheets, as needed.
  - j) Review existing Construction Specifications and revise, as necessary. Create new /Construction Specifications, as needed.
  - k) Review existing Williamson County Bid Package Documents and revise, as necessary.
23. Manage the Geotechnical Investigations, including creation of a Program Geotechnical Plan, develop contracts for geotechnical firms, and review and disseminate results from the geotechnical investigations. This would include providing and/or reviewing pavement design for all county road projects.
24. Provide expert witness assistance in right-of-way acquisition cases and other technical assistance, as requested, in legal matters relating to the Bond Program activities.
25. Manage and oversee design and survey firm activities, including but not limited to:
- a) Aerial photography
  - b) Benchmark and project control data
  - c) Profile of existing structures, right-of-way, driveways, drainage channels, and utilities
26. Manage and oversee the preparation of final engineering design activities and preparation of construction documents including but not limited to:
- a) Review scope of work for each road project.
  - b) Review reasonableness of engineering fee estimate for each project.
  - c) Assist Client in negotiation of contracts with selected firms.
  - d) Conduct kick-off meeting with project firm/team.
  - e) Review QA/QC plans submitted by design firms for conformance with County requirements.
  - f) Perform design reviews, including constructability reviews, in accordance with the Bond Program Procedures Manual.
  - g) Review invoices, as requested.

- h) Conduct a maximum of six (6) progress meetings per project, and conduct in-house audits of project consultant activities on a monthly basis.
- i) Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority, and Texas Commission on Environmental Quality (TCEQ), as required.
- j) Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

27. Conduct as necessary, a constructability review and provide a value engineering services for projects outside of scope and budget.

28. Provide bid phase and construction phase services including, but not limited to:

- a) Coordinate the preparation of the bid documents.
- b) Facilitate the pre-bid conference.
- c) Coordinate and approve the preparation and distribution of addenda.
- d) Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
- e) Attend the bid opening, perform bid analysis and recommend award to the successful bidder.
- f) Coordinate the preparation of the contract documents.
- g) Facilitate the pre-construction conference.
- h) Prepare and issue project documentation throughout the duration of the project.
- i) Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- j) Perform construction observation and documentation, and provide on-site manpower (PSI staff or subconsultants) on an as-needed basis to oversee construction of the projects.
- k) Review and evaluate contractor's construction schedule.
- l) Receive and process submittals.
- m) Attend weekly construction progress meetings and prepare and issue construction update reports.
- n) Prepare and issue traffic control notifications to affected entities.
- o) Perform and document traffic control and SW3P inspections.
- p) Receive and review QC test results, and oversee the independent testing firms.
- q) Assist the county in documentation of the DBE program.
- r) Prepare and process RFIs and Change Orders when necessary.
- s) Review and approve monthly construction pay applications.
- t) Negotiate Change Orders and claims, as needed.
- u) Receive warranty bond from Contractor and perform quarterly warranty inspections and reports during the warranty period.
- v) Provide project close-out, including obtaining and filing final record drawings received from Contractor, once project construction is completed.



29. Implement and maintain ProjectWise service with Internet project database to facilitate project management and coordination efforts.

## **GENERAL MONTHLY ACTIVITIES**

The following is a summary of general monthly activities and work tasks.

### **PROGRAM ADMINISTRATION**

- Review/approve/process construction payments
- Review/approve/process design consultant invoices
- Review/approve/process miscellaneous consultant invoices (environmental, geotechnical, surveying, construction observer, etc.)
- Review/approve/process utility company invoices
- Approve and Process Professional Services Agreements (PSA's)
- Present design contracts to Commissioners Court
- Negotiate PSA Scope and Fee
- Approve and Process Work Authorizations
- Review/approve/process construction change orders
- Review monthly budget reports, track expenditures, program budget amendments
- Advertise and review bids for County Road Bond Construction Projects

### **PROGRAM MANAGEMENT**

- Ongoing meetings and phone calls with the County Judge, Commissioners, and Staff to review the road bond projects, development schedules, and cost estimates for priority projects;
- Meetings with TxDOT senior staff and local government officials on specific projects, right-of-way issues, utility costs, right-of-way, and proposed rules;
- Meetings with TxDOT, Commissioners and Road Bond Team to develop project funding and review /process Advance Funding Agreement (AFA);
- Attend Commissioners Court meetings, Executive Sessions, and road bond work sessions;
- Prepare budgets and related materials for Commissioners Court meetings and works sessions;
- Provide construction oversight and coordinate all bid awards, pre-construction meetings, and contractor work authorizations;
- Prepare correspondence for the Judge, Commissioners, and County Staff;
- Update 2006 and 2013 road bond project schedules and cash flows and meet with the County Auditor and financial advisors;
- Monitor and Update Road Bond Website;
- Meetings/Phone Calls/E-Mails with the Road Bond Team

### **ROAD BOND PROJECTS**

- Meet with Commissioners on Specific road bond projects;

- Meet with TxDOT, Cities, Property Owners, Stakeholders on specific road bond projects;
- Meet with Project Engineers on County projects to assess status, right-of-way/utility issues, budget, and schedule plan review;
- Meetings with utility providers, coordination and preparation for utility relocation services on individual road bond projects;
- Meetings with environmental consultants on specific road bond projects.

## EXHIBIT C

### RATE SCHEDULE

Classification	Hourly Billing Rate
Principal	\$293.55
Senior Engineer	\$283.25
Project Manager	\$154.50
Planner	\$128.75
Administrative Support	\$103.00

OK  
4/23/2014

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Agreement and such rates shall be deemed the "Initial Base Rates". PSI must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Agreement and any rate changes will take effect on the first day following the prior year. If PSI fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives PSI's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Agreement and the denominator of which is the index number for the first month of the Agreement (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

## **Exhibit D**

### **Williamson County Vendor Reimbursement Policy**

The purpose of this Williamson County Vendor Reimbursement Policy Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

#### **1. Invoices and Affidavits**

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

#### **2. Travel Reimbursement**

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs

- must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
  - 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
  - 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
  - 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
  - 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
  - 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
  - 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
  - 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
  - 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
  - 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

### **3. Meals**

- 3.1 Meal reimbursements are limited to a maximum of \$40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the

vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

#### **4. Lodging**

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

#### **5. Airfare**

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

#### **6. Car Rental**

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

## **7. Personal Car Usage**

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
  - 7.2.1.1 Date
  - 7.2.1.2 Destination
  - 7.2.1.3 Purpose
  - 7.2.1.4 Name of traveler(s)
  - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## **8. Other Expenses**

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

## **9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

## **10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service
- 10.5 Movie rentals
- 10.6 Damage to personal clothing
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to air, hotel and/or car rental
- 10.13 Auto repairs
- 10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
- 10.15 Saunas, massages or exercise facilities
- 10.16 Credit card delinquency fees
- 10.17 Doctor bills, prescription and other medical services
- 10.18 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.



**Exhibit E**

**CERTIFICATES OF INSURANCE**

**ATTACHED BEHIND THIS PAGE**



# CERTIFICATE OF LIABILITY INSURANCE

PRIME-2

OP ID: RA

DATE (MM/DD/YYYY)

04/23/2014

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

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

<b>PRODUCER</b> Texas Associates Insurors Building 3, Suite 300 1120 Capital of Texas Hwy S. Austin, TX 78746 Randy Reynolds CPCU, CIC, CRM		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:		
<b>INSURED</b> Prime Strategies, Inc. Ralph Reed/Cindy Gray 1508 S Lamar Blvd Austin, TX 78704		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: Hartford Lloyd's Ins Co		38253
		INSURER B: Hartford Insurance Company		
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	65SBALD6461	07/14/2013	07/14/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE \$ 2,000,000					
	PRODUCTS - COMP/OP AGG \$ 2,000,000					
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	X	65SBALD6461	07/14/2013	07/14/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		65SBALD6461	07/14/2013	07/14/2014	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	65WBCLO4078	09/01/2013	09/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Additional insured status is afforded on thge general liability & auto liability via the blanket additional insured endorsement (SS0008 4/06) per written contract. A waiver of subrogation is afforded on all policies per the blanket endorsement form (SS0008 4/06 & WC420304) per written contract. 30 day notice of cancellation has been endorsed on all policies.

**CERTIFICATE HOLDER****CANCELLATION**

WILLIAM

Williamson County Auditor  
C/O Pam Navarrette  
710 Main Street Ste 301  
Georgetown, TX 78626

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

AUTHORIZED REPRESENTATIVE

Exhibit F

DEBARMENT CERTIFICATION

STATE OF TEXAS

§  
§

COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Prime Strategies, Inc. and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Prime Strategies, Inc.

  
\_\_\_\_\_  
Signature of Certifying Official

MICHAEL J WEAVER

\_\_\_\_\_  
Printed Name of Certifying Official

President

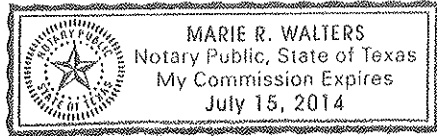
\_\_\_\_\_  
Title of Certifying Official

April 23, 2014  
\_\_\_\_\_  
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Michael J. Weaver  
the President of Prime Strategies, Inc., on behalf of said  
firm.



Marie R. Walters  
Notary Public in and for the  
State of Texas

My commission expires: July 15, 2014

**Commissioners Court - Regular Session****20.****Meeting Date:** 05/13/2014

Agreement

**Submitted By:** Wendy Coco, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an Agreement for Engineering Services between Williamson County and HNTB Corporation whereby HNTB Corporation will serve as Williamson County's General Engineering Consultant (GEC) in relation to Construction Management and Inspection Services for projects under the 2013 Williamson County Road Bond Program.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**Agreement

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**Form Review**

Form Started By: Wendy Coco  
Final Approval Date: 05/09/2014

Started On: 05/09/2014 02:53 PM

**AGREEMENT FOR ENGINEERING SERVICES**  
**(General Engineering Consultant (GEC) –**  
**Construction Management/Inspection Services)**

**THIS AGREEMENT FOR ENGINEERING SERVICES** ("Agreement") is made and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and HNTB Corporation ("HNTB"), whose offices are located at 701 Brazos, Suite 450, Austin, TX 78701, and such Agreement is for the purposes set forth herein below.

**RECITALS:**

**WHEREAS**, County intends to construct various road and drainage projects as a part of the 2013 Road Bond Program (the "Project"); and,

**WHEREAS**, County requires certain Road Bond Program General Engineering Consultant (GEC) - Construction Management/Inspection Services for the 2013 Road Bond Program road and drainage projects in connection with the Project; and,

**WHEREAS**, HNTB is prepared to provide the above mentioned services.

**NOW, THEREFORE, WITNESSETH:**

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

**ARTICLE 1 - EFFECTIVE DATE AND TERM**

The effective date of this Agreement shall be the date of the last party's execution hereinbelow. HNTB is expected to complete the Services described herein in accordance with each Annual Fiscal Year Work Authorization described herein below. If HNTB does not perform the Services in accordance with each applicable Annual Fiscal Year Work Authorization, then County shall have the right to terminate this Agreement as set out below. So long as the County elects not to terminate this Agreement, it shall continue from day to day until such time as the Services are completed in accordance with each applicable Annual Fiscal Year Work Authorization.

**ARTICLE 2 - ANNUAL FISCAL YEAR WORK AUTHORIZATIONS**

County will prepare and issue Annual Fiscal Year Work Authorizations to authorize HNTB to perform one or more tasks of the Services during a particular County fiscal year. Each Annual Fiscal Year Work Authorization shall describe the parties' mutual agreement on the scope of the Services, schedule, compensation and other particulars as stated therein. Annual Fiscal Year Work Authorizations shall be in the general form shown in attached **Exhibit A**. Annual Fiscal Year Work Authorizations are binding only after acceptance and execution by duly authorized representatives of both parties. Each Annual Fiscal Year Work Authorization shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this Agreement. The amount payable for an Annual Fiscal Year Work

Authorization shall be supported by the estimated cost of the Services as described in the Annual Fiscal Year Work Authorization. The Annual Fiscal Year Work Authorization will not waive HNTB's responsibilities and obligations established in this Agreement.

### **ARTICLE 3 - SCOPE OF SERVICES**

The Scope of Services that HNTB shall provide under this Agreement is set forth in the attached **Exhibit B** (the "Services"). During the term of this Agreement, the Services to be provided for each particular assignment during a particular County fiscal year shall be specifically described in Section A (Scope of Services) of each Annual Fiscal Year Work Authorization.

### **ARTICLE 4 - SCHEDULE**

HNTB shall exercise its reasonable efforts to perform the Services of an applicable Annual Fiscal Year Work Authorization within the time frame set forth in Section B (Schedule) of each Annual Fiscal Year Work Authorization; provided, however, HNTB understands and agrees that time is of the essence and that any failure of HNTB to complete the Services within the agreed work schedule set out in the applicable Annual Fiscal Year Work Authorization may constitute a material breach of this Agreement. HNTB shall notify County in writing as soon as possible if it determines, or reasonably anticipates, that the Services will not be completed in accordance with an applicable Annual Fiscal Year Work Authorization. HNTB shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and the HNTB's standard of performance as defined herein. Where damage is caused to County due to HNTB's negligent failure to perform, County may accordingly withhold, to the extent of such damage, HNTB's payments hereunder without waiver of any of County's additional legal rights or remedies. However, HNTB shall not be liable for damage that is caused to County due to no fault of HNTB and time for HNTB's performance may be extended by County.

### **ARTICLE 5 - COMPENSATION; EXPENSES AND PAYMENT**

**A.** County shall pay and HNTB agrees to accept compensation for the Services performed and to be performed under this Agreement based on the Rate Schedule set forth in the attached **Exhibit C**. Section C (Compensation) of each Annual Fiscal Year Work Authorization shall set forth the compensation to be paid to HNTB for the applicable county Fiscal Year.

**B.** HNTB shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the Services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. An invoice requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to HNTB without mark-up.

**C.** HNTB shall prepare and submit to the Williamson County Auditor, in care of Prime Strategies, Inc. (Program Manager), not more frequently than once per month, a progress report. Such progress report shall state the percentage of completion of Services accomplished for an applicable Annual Fiscal Year Work Authorization during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to County.

Simultaneous with submission of such progress report, HNTB shall prepare and submit one (1) original of a certified invoice to the County in a form acceptable to the County Auditor. All invoices submitted to Williamson County Auditor must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Services performed pursuant to this Agreement, a separate invoice or itemization of the Additional Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Services actually provided and performed. Upon timely receipt and approval of each invoice, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to withhold payment pending verification of satisfactory Services performed. HNTB has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Annual Fiscal Year Work Authorization were completed. The certified statements shall show the total amount billed to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve HNTB of the responsibility of correcting any errors and/or omissions resulting from its negligence.

**D.** 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 the Williamson County Auditor receives the applicable goods under an Annual Fiscal Year Work Authorization; (2) the date the performance of the invoiced services under an Annual Fiscal Year Work Authorization 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 HNTB, the Williamson County Auditor shall notify HNTB of the error not later than the twenty first (21<sup>st</sup>) day after the date the Williamson County Auditor receives the invoice. If the error is resolved in favor of HNTB, HNTB shall be entitled to receive interest on the unpaid balance of the invoice submitted by HNTB beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, HNTB 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.

## **ARTICLE 6 - COUNTY'S RESPONSIBILITIES**

**A.** County shall be responsible for all matters described in Section D (County's Responsibilities) of each Annual Fiscal Year Work Authorization. In addition, County shall perform and provide the following in a timely manner so as not to delay the Services of HNTB:

- (1) Place at HNTB's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data as may be reasonably required by HNTB to perform its Services.



- (2) Give prompt written notice to HNTB whenever County becomes aware of any development that affects the scope or timing of HNTB's Services, or any defect in the Services of HNTB.
- (3) Advise HNTB of the identity and scope of services of any independent consultants retained by County to provide services in regard to the Project.

**B.** County hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by County to HNTB. If County does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to HNTB, County shall obtain a license or right to use, including the right to sublicense to HNTB. County hereby grants HNTB the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. County represents that HNTB's use of such documents will not infringe upon any third parties' rights and County will indemnify and protect HNTB from any infringement claims arising from HNTB's use of any plans, documents or other materials provided to HNTB in the performance of its Services hereunder.

#### **ARTICLE 7 - STANDARD OF CARE**

The standard of care for all professional engineering, consulting and related services performed or furnished by HNTB and its employees under this Agreement will be the care and skill ordinarily used by members of HNTB's profession practicing under the same or similar circumstances at the same time and in the same locality.

#### **ARTICLE 8 - INDEMNIFICATION AND LIABILITY**

**A.** EXCEPT FOR EXPENSES OR LIABILITIES ARISING FROM THE NEGLIGENCE OR INTENTIONAL ACTS OF THE COUNTY, HNTB HEREBY EXPRESSLY AGREES TO INDEMNIFY AND HOLD THE COUNTY AND ITS OFFICERS, AGENTS, OFFICIALS, REPRESENTATIVES AND EMPLOYEES HARMLESS AGAINST ANY AND ALL EXPENSES AND LIABILITIES TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF HNTB IN OF THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

FOR MATTERS OTHER THAN THOSE ARISING FROM PERFORMANCE OF OR FAILURE TO PERFORM PROFESSIONAL SERVICES, HNTB EXPRESSLY AGREES, TO THE EXTENT CAUSED BY ITS, OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY HNTB, NEGLIGENT ACTS, ERRORS, OR OMISSIONS IN THE PERFORMANCE OF ITS SERVICES AND ANY DIRECT DAMAGE, LIABILITY, INJURY, LOSS OR EXPENSE (WHETHER IN CONNECTION WITH BODILY INJURY OR DEATH OR PROPERTY DAMAGE) THAT IS SUFFERED BY THE COUNTY AND/OR ITS OFFICERS OR EMPLOYEES OR BY ANY MEMBER OF THE PUBLIC, TO INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS AGAINST ANY AND ALL LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS, AND EXPENSES FROM SUCH NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF HNTB, ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION DIRECTLY EMPLOYED BY HNTB. SUCH COSTS ARE TO INCLUDE WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY'S FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES. THIS INDEMNITY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO HNTB'S EMPLOYEES AND ANY PERSON DIRECTLY EMPLOYED BY HNTB (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR/SUBCONSULTANT).

FOR MATTERS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT, HNTB WILL INDEMNIFY AND SAVE THE COUNTY AND ITS OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL JUDGMENTS, LOSSES, DAMAGES, COSTS AND EXPENSES TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT, ERROR OR OMISSION OF HNTB OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY HNTB IN THE PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT. SUCH COSTS ARE TO INCLUDE, WITHOUT LIMITATION, DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY AND ITS OFFICERS AND/OR EMPLOYEES.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR CONTRACT DOCUMENTS SHALL NOT LIMIT HNTB'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM HNTB IS NOT LEGALLY LIABLE, HNTB'S OBLIGATIONS SHALL BE IN PROPORTION TO HNTB'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF HNTB OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY HNTB, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE ADMINISTRATION OF THE AGREEMENT BY HNTB OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY HNTB, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN HNTB IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. HNTB SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT HNTB OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY EMPLOYED BY HNTB CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND LEGAL FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE HNTB OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM, ENTITY OR CORPORATION DIRECTLY EMPLOYED BY HNTB ARE ADJUDICATED AT FAULT.

**B.** To the fullest extent permitted by law, neither party shall be liable to the other party for any consequential damages resulting in any way from the performance of this Agreement.

**C.** The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

## **ARTICLE 9 – INSURANCE**

**A.** Coverage Limits. HNTB, at HNTB's sole cost, shall purchase and maintain during the entire term, while this Agreement is in effect, the following insurance:

1. Workers' Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a minimum limit for Bodily Injury and Property Damage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.

**B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it, and HNTB and its insurer(s) waive their rights of subrogation against County on A. (1), (2) and (3) above.

**C. Premiums and Deductible.** HNTB shall be responsible for payment of premiums for all of the insurance coverages required under this section. HNTB further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which HNTB is responsible hereunder, HNTB shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in HNTB's insurance under A. (2) and (4) above must be declared and approved in writing by County in advance. Any deductibles or self-insured retentions over \$250,000 in HNTB's Workers' Compensation coverage and any deductibles or self-insured retentions over \$100,000 in HNTB's Business Automobile Liability Insurance coverage must be declared and approved in writing by the County in advance.

**D. Commencement of Work.** HNTB shall not commence any field work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, HNTB shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of HNTB hereunder.

**E. Insurance Company Rating.** 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.

**F. Certification of Coverage.** HNTB shall furnish County with a certification of insurance issued by the insurer or an authorized representative of the insurer. HNTB shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, HNTB shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

**G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by HNTB, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration 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 Agreement

and/or Exhibits which absolutely requires arbitration of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

**H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of HNTB, HNTB shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, as applicable, including the required provisions and additional policy conditions as shown below in this Article.

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

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

1. County shall be notified thirty (30) days prior to cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Auditor  
c/o: Pam Navarrette  
710 Main Street, Suite 301  
Georgetown, Texas 78626

2. The commercial general liability and business automobile liability policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

**J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by HNTB shall be borne solely by HNTB, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit E** herein entitled "Certificates of Insurance."

## **ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

**A.** HNTB shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to HNTB, to fulfill contractual responsibilities to County or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to HNTB in a Annual Fiscal Year Work Authorization.

**B.** In the event the County requests HNTB to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to HNTB for review at least 15 days prior to the requested date of execution. HNTB shall not be required to execute any certificates or documents that in any way would, in HNTB's sole judgment, (a) increase HNTB's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in HNTB having to certify, guarantee or warrant the existence of conditions whose existence HNTB cannot ascertain.

## **ARTICLE 11 - OPINIONS OF COST AND SCHEDULE**

Because HNTB has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, HNTB's opinion of probable costs and of Project schedules, if any, shall be made on the basis of experience and qualifications as a practitioner of its profession. HNTB does not guarantee that proposals, bids, or actual Project costs will not vary from HNTB's cost estimates or that actual schedules will not vary from HNTB's projected schedules.

## **ARTICLE 12 – REUSE AND OWNERSHIP OF DOCUMENTS**

All documents, including but not limited to drawings, specifications, tracings, drawings, estimates, specifications, investigations, studies, other documents, completed or partially completed and data or programs stored electronically, (hereinafter referred to as "HNTB's Work Products") prepared by HNTB and its subcontractors/subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. HNTB's Work Products shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to HNTB.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, HNTB hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in HNTB's Work Products developed under this Agreement. Copies may be retained by HNTB. HNTB shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by HNTB or anyone connected with HNTB, including agents, employees, engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by HNTB without cost to County.

Upon execution of this Agreement, HNTB grants to County permission to reproduce HNTB's Work Products for purposes of the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Agreement. HNTB shall obtain similar permission from HNTB's subcontractors/subconsultants consistent with this Agreement. If and upon the date HNTB is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written contract of HNTB. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment

suppliers to reproduce applicable portions of HNTB's Work Products appropriate to and for use in their execution of the Work. Submission or distribution of HNTB's Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of HNTB's Work Products shall be at County's sole risk and without liability to HNTB and its engineers.

Prior to HNTB providing to County any HNTB's Work Products in electronic form or County providing to HNTB any electronic data for incorporation into HNTB's Work Products, County and HNTB shall by separate written contract set forth the specific conditions governing the format of such HNTB's Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by HNTB for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by HNTB, the hardcopy shall prevail. Only printed copies of documents conveyed by HNTB shall be relied upon.

HNTB shall have no liability for changes made to HNTB's Work Products by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

#### **ARTICLE 13 - NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED**

**A. Non-collusion.** HNTB warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for HNTB, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** HNTB must sign the Debarment Certification enclosed herewith as **Exhibit F**.

**C. Financial Interest Prohibited.** HNTB covenants and represents that HNTB, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

#### **ARTICLE 14 - VIOLATION OF AGREEMENT TERMS/BREACH; TERMINATION AND SUSPENSION**

**A. Violation of Agreement Terms/Breach.** Violation of the terms of this Agreement or breach of contract by HNTB shall be grounds for termination of this Agreement, and any increased costs arising from HNTB's default, breach of contract, or violation of this Agreement's terms shall be paid by HNTB.

**B. Termination.** This Agreement may be terminated as set forth below:

1. By mutual agreement and consent, in writing, of both parties.
2. By County, by notice in writing to HNTB, as a consequence of failure by HNTB to perform the Services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By County, for reasons of its own and not subject to the mutual consent of HNTB, upon not less than thirty (30) days' written notice to HNTB.
5. By satisfactory completion of all Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to HNTB. In determining the value of the Services performed by HNTB prior to termination, County shall be the sole judge. Compensation for Services at termination will be based on a percentage of the Services completed at that time. Should County terminate this Agreement under Subsection (4) immediately above, then the amount charged during the thirty-day (30) notice period shall not exceed the amount charged during the preceding thirty (30) days.

If HNTB defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of HNTB, then County shall give consideration to the actual costs incurred by HNTB in performing the Services to the date of default, the amount of Services required which was satisfactorily completed to date of default, the value of the Services which are usable to County, the cost to County of employing another firm to complete the Services required and the time required to do so, and other factors which affect the value to County of the Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of HNTB to fulfill its contractual obligations, then County may take over the Project and prosecute the Services to completion. In such case, HNTB shall be liable to County for any additional and reasonable costs incurred by County.

HNTB shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by HNTB in support of the Services under this Agreement.

**C. Suspension.** County may suspend performance of this Agreement for County's convenience upon written notice to HNTB. HNTB shall suspend performance of the Services on a schedule acceptable to County, and County shall pay HNTB for all the Services performed plus suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to HNTB's compensation and the Project schedule.

**D.** The provisions of this Article shall also apply to each individual Annual Fiscal Year Work Authorization, separate and apart from any other Annual Fiscal Year Work Authorizations, and without terminating or otherwise affecting this Agreement as a whole.

## **ARTICLE 15 - DELAY IN PERFORMANCE**

**A.** Neither County nor HNTB shall be considered in default of this Agreement or any Annual

Fiscal Year Work Authorization for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either County or HNTB under this Agreement or any Annual Fiscal Year Work Authorization. HNTB shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

**B.** Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance.

#### **ARTICLE 16 - PROJECT TEAM**

County's Designated Representative for purposes of this Agreement is as follows:

Robert B. Daigh, P.E.  
Sr. Director of Infrastructure  
Williamson County Department of Infrastructure  
3151 S. E. Inner Loop,  
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving HNTB written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify HNTB in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to execute, modify, amend or terminate this Agreement, an executed Annual Fiscal Year Work Authorization, an executed Supplemental Annual Fiscal Year Work Authorization or executed amendment to this Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

HNTB's Designated Representative for purposes of this Agreement is as follows:



Richard Ridings, P.E.  
HNTB Corporation  
701 Brazos, Suite 450  
Austin, TX 78701

HNTB shall have the right, from time to time, to change HNTB's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by HNTB under this Agreement, HNTB's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by HNTB's Designated Representative on behalf of HNTB shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by HNTB's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by HNTB's Designated Representative shall be binding on HNTB. HNTB's Designated Representative shall have the right to modify, amend and execute Annual Fiscal Year Work Authorizations, Supplemental Annual Fiscal Year Work Authorizations and amendments of this Agreement on behalf of HNTB.

#### **ARTICLE 17 - NOTICES**

**A.** Any notice required by this Agreement shall be made in writing to the address specified below:

**County:** Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

With copy to: Robert B. Daigh, P.E.  
Sr. Director of Infrastructure  
Williamson County Department of Infrastructure  
3151 S. E. Inner Loop,  
Georgetown, Texas 78626

and to: Office of General Counsel  
Williamson County  
710 Main Street, Suite 102  
Georgetown, Texas 78626

and to: County Auditor  
Williamson County  
710 Main Street, Suite 301  
Georgetown, Texas 78626

**HNTB:** HNTB Corporation  
701 Brazos, Suite 450  
Austin, TX 78701  
Attn: Richard Ridings

**B.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of County and HNTB.

#### **ARTICLE 18 - DISPUTES**

**A.** In the event of a dispute between County and HNTB arising out of or related to this Agreement, or any Annual Fiscal Year Work Authorization, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

**B.** If the parties' senior officers are unable to resolve the dispute within thirty (30) days following the date in which the senior officers meet, and if a party wishes to pursue the claim subject of the dispute, such claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction. This provision shall survive the termination of the Agreement.

**C.** During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

#### **ARTICLE 19 - EQUAL EMPLOYMENT OPPORTUNITY**

**A.** During the performance of this Agreement and to the extent the Project is a federally funded project, HNTB, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations. HNTB 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. HNTB, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. HNTB 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 HNTB for work to be performed under a subcontract, including procurements of materials or leases of

equipment, each potential subcontractor/subconsultant or supplier shall be notified by HNTB of HNTB's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. HNTB 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 County (referred to in this Article as 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 HNTB 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 HNTB'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 HNTB under the contract until HNTB complies, and/or;
- b. cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions. HNTB shall include the provisions of Subsections (1) through (6) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. HNTB 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 a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, HNTB may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, HNTB may request the United States to enter into such litigation to protect the interests of the United States.

**B.** HNTB hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. HNTB affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is HNTB's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

**C.** HNTB further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

## **ARTICLE 20 - CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS**

**A. Contract Documents.** The Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), any fully executed Annual Fiscal Year Work Authorizations; any fully executed Supplemental Annual Fiscal Year Work Authorizations and all fully executed amendments of this Agreement (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

1. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
2. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
3. National Environmental Policy Act (NEPA)
4. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
5. Americans with Disabilities Act (ADA) Regulations
6. U.S. Army Corps Regulations
7. International Building Code, current edition as updated
8. Williamson County Design Criteria & Project Development Manual, latest edition
9. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
10. Williamson County Protocol for Sustainable Roadsides, latest edition
11. TxDOT Bridge Design Manual - LRFD, latest edition
12. TxDOT Geotechnical Manual, latest edition

## **ARTICLE 21 - GENERAL PROVISIONS**

**A. Waiver.** A waiver by either County or HNTB of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

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

**C. Successors and Assigns.** County and HNTB each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a

partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

**D. Assignment.** Neither County nor HNTB shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, HNTB may assign its rights to payment without County's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent HNTB from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

**E. No Third Party Rights.** The Services provided for in this Agreement are for the sole use and benefit of County and HNTB. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and HNTB.

**F. Venue And Governing Law.** This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**G. Accounting Records.** HNTB agrees to maintain, for a period of three (3) years after final payment under this Agreement, detailed records identifying each individual performing the Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. HNTB 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 HNTB which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. HNTB further agrees that County shall have access during normal working hours to all necessary HNTB 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 HNTB reasonable advance notice of intended audits.

**H. Personnel, Equipment and Material.** HNTB shall furnish and maintain, at its own expense, quarters for HNTB personnel use in the performance of all Services, and adequate and sufficient personnel and equipment to perform the Services as required. All employees of HNTB shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of HNTB who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the Services shall immediately be removed from association with the Project when so instructed by County. HNTB certifies that it presently has adequate qualified personnel in its employment for performance of the Services required under this Agreement, or will obtain such personnel from sources other than County. HNTB may not change the Project Manager without prior written consent of County.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any amendment of this Agreement and the terms and conditions set forth in any Exhibit, Appendix, Annual Fiscal Year Work Authorization or Supplemental Annual Fiscal Year Work Authorization to this Agreement, the terms and conditions set forth in this Agreement or any amendment of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix, Annual Fiscal Year Work Authorization or Supplemental Annual Fiscal Year Work Authorization to this Agreement.

O. Meaning of Day. For purposes of this Agreement, all references to a "day" or "days" shall mean a calendar day or calendar days.

## **ARTICLE 22 - PRIOR AGREEMENTS SUPERSEDED AND AMENDMENTS**

This Agreement constitutes the sole agreement of the parties hereto, and supersedes any prior

understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing. The terms set out in this Agreement may be modified by a written fully executed amendment.

### **SIGNATORY WARRANTY**

The undersigned signatory for HNTB hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

**IN WITNESS WHEREOF**, County has caused this Agreement to be signed in its name by its duly authorized County Judge, as has HNTB, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

### **COUNTY**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Dan A. Gattis, County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

### **HNTB CORPORATION**

By: Richard L. Ridings

Printed Name: RICHARD L. RIDINGS

Title: VICE PRESIDENT

Date: 4/25, 2014

## **Exhibit A - Sample Annual Fiscal Year Work Authorization**

### **ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER \_\_\_\_\_**

This Annual Fiscal Year Work Authorization is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, under the terms and conditions established in the Agreement for Engineering Services (General Engineering Consultant (GEC) – Construction Management/Inspection Services), dated \_\_\_\_\_, 20\_\_\_\_ (the Agreement), between Williamson County, Texas (County) and HNTB Corporation (HNTB). This Annual Fiscal Year Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

*[Insert a brief description of the Project elements to which the Annual Fiscal Year Work Authorization applies]*

#### **Section A. - Scope of Services**

A.1. HNTB shall perform the following Services:

A.2. The following Services are not included in this Annual Fiscal Year Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

A.3. In conjunction with the performance of the foregoing Services, HNTB shall provide the following submittals/deliverables (Documents) to County:

#### **Section B. - Schedule**

This Annual Fiscal Year Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 20\_\_\_\_. HNTB shall perform the Services and deliver the related Documents (if any) according to the following schedule:

#### **Section C. - Compensation**

C.1. In return for the performance of the foregoing obligations, County shall pay to HNTB the not-to-exceed amount of \$\_\_\_\_\_, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to HNTB according to the Rate Schedule and terms of the Agreement.



**Section D. - County's Responsibilities**

County shall perform and/or provide the following in a timely manner so as not to delay the Services of HNTB. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:

**Section E. - Other Provisions**

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

IN WITNESS WHEREOF, the County and HNTB have executed this Annual Fiscal Year Work Authorization.

Williamson County, Texas  
(County)

HNTB Corporation  
(HNTB)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

## **EXHIBIT B**

### **SCOPE OF SERVICES TO BE PROVIDED BY HNTB**

The services to be performed by HNTB under the Agreement shall consist of providing Road Bond Program General Engineering Consultant (GEC) - Construction Management/Inspection Services required to initiate and monitor construction of projects for the 2013 Road Bond Program road and drainage projects.

HNTB shall furnish materials required to perform the engineering services specified below.

1. Assist program manager and provide construction program activities related to establishing the systems and procedures to implement the construction of road bond projects. Including:
  - a) Review available Standard Detail sheets for County road projects, and revise, as necessary. Update Standard Detail sheets, as needed.
  - b) Review existing Construction Specifications, and revise, as necessary. Create new Construction Specifications/Provisions, as needed.
  - c) Review existing Williamson County Bid Package and Contract Documents and revise, as necessary.
2. Provide constructability reviews for each project, including:
  - a) Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed Right-of-Way (ROW) maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.
  - b) Perform site visit to confirm the quality of existing site condition information provided in the construction documents.
  - c) Review proposed construction phasing, and verify that all aspects of the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
  - d) Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
  - e) Review geotechnical recommendations and ensure the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
  - f) Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
  - g) Review reasonableness of engineering fee estimate for each project.
  - h) Provide value engineering services for projects outside of scope and budget, as necessary.

3. Provide bid phase services, including but not limited to:

- a) Coordinate the preparation of the final bid documents.
- b) Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
- c) Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
- d) Facilitate the pre-bid conference.
- e) Prepare/distribute meeting minutes and sign-in sheet to attendees.
- f) Assist County and design engineer with answering contractor questions during advertisement period.
- g) Coordinate the preparation and distribution of addenda. Review and approve addenda prior to distribution to plan holders.
- h) Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
- i) Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.
- j) Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.
- k) Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
- l) Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

4. Manage and oversee the construction of the road bond projects, including but not limited to:

- a) Coordinate the preparation and execution of the construction contract documents.
- b) Prepare and distribute Notice of Award to contractor.
- c) Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
- d) Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.
- e) Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
- f) Prepare and submit Notice of Intent to TCEQ and others, as required.
- g) Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
- h) Prepare and distribute the Notice to Proceed to contractor.
- i) Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate work authorizations as needed.
- j) Review and evaluate contractor's construction schedule.
- k) Receive and process/approve construction submittals.
- l) Receive and review/document subcontractor agreements.
- m) Perform construction observation and documentation, and provide on-site manpower (HNTB staff or subconsultants) on an as-needed basis to oversee construction of the projects.

- n) Attend weekly construction progress meetings.
- o) Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
- p) Photograph ongoing construction activities through construction of projects.
- q) Prepare monthly construction update presentation for the Court.
- r) Prepare and issue traffic control notifications to affected entities.
- s) Perform and document traffic control inspections.
- t) Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if applicable.
- u) Receive and review QC test results for compliance with the specifications.
- v) Schedule oversight (QA) testing on behalf of the County. Oversee the independent testing firms.
- w) Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- x) Assist the County in documentation of the DBE program.
- y) Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
- z) Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
- aa) Maintain program summary of proposed and executed changes orders for active and completed construction projects.
- bb) Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
- cc) Review and approve monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
- dd) Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
- ee) Coordinate with bond holders as necessary in the event of default by the prime contractor.
- ff) Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
- gg) Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.

5. Manage and oversee construction project close-out and warranty period, including:
  - a) Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.
  - b) Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
  - c) Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
  - d) Obtain final record drawings from Contractor and review for accuracy. Maintain a file containing final record drawings for each project.
  - e) Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
  - f) Review and approve final pay application and retainage release.
  - g) Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
  - h) Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
  - i) Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work, and prepare/issue notice to contractor upon successful completion of warranty period.
  - j) Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.
6. Coordinate, schedule, and attend ground breaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.
7. Assist County staff and the County Commissioners and program management personnel with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
8. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.
9. Assist County PIO in presenting the most up-to-date and relevant information for posting on the appropriate County website.
10. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.
11. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities,

or other local entities for reimbursement of expenditures on jointly funded projects, as needed.

12. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.
13. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure all ROW obligations are met during construction.
14. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.
15. Coordinate with State agencies (TxDOT, TTA, TCEQ) and local governments on behalf of the Road Bond Team to facilitate construction of the Road Bond projects with respect to facilities owned by these agencies, an/or to expedite the review and approval process of proposed change orders by these agencies.
16. Provide support to the County as requested in the event of a third-party claim.
17. Implement and maintain ProjectWise service with internet project database to facilitate project management and coordination of construction efforts.
18. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the construction phase of road bond projects.
19. Prepare and issue project documentation throughout the duration of the project.
20. Continually identify and assess industry best practices that might be of value to the Road Bond Program.

## EXHIBIT C

### RATE SCHEDULE

Classification	2014 Billing Rate	2014 Premium OT Billing Rate
Sr. Financial Advisor	\$330	N/A
Deputy Program Manager	\$320	N/A
Sr. Project Advisor	\$295	N/A
Project Advisor	\$265	N/A
Sr. Project Manager	\$225	N/A
Project Manager	\$200	N/A
Sr. Engineer	\$185	N/A
Environmental Specialist	\$175	N/A
Sr. ROW Agent	\$175	N/A
Deputy Project Manager	\$175	N/A
Project Engineer	\$160	N/A
Sr. Environmental Planner	\$145	N/A
Construction Manager	\$140	N/A
Business Manager	\$140	N/A
ROW Agent	\$135	N/A
Sr. CADD Technician	\$135	N/A
Sr. Project Controls	\$135	N/A
Design Engineer	\$125	N/A
Sr. Construction Representative	\$125	\$147
Environmental Planner	\$105	N/A
Sr. Project Analyst	\$105	N/A
Construction Representative	\$105	\$123
Sr. Public Involvement Representative	\$100	N/A
EIT	\$100	N/A
Project Analyst	\$90	N/A
Scheduler	\$90	N/A
GIS Analyst	\$85	N/A
Project Controls	\$75	N/A
Administrative Assistant	\$70	N/A
CADD Technician	\$70	N/A
Intern	\$60	\$70

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Agreement and such rates shall be deemed the "Initial Base Rates". HNTB must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Agreement and any rate changes will take effect on the first day following the prior year. If HNTB fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives HNTB's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Agreement and the denominator of which is the index number for the first month of the Agreement (the index number for the month in which the Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.



## **Exhibit D**

### **Williamson County Vendor Reimbursement Policy**

The purpose of this Williamson County Vendor Reimbursement Policy Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

#### **1. Invoices and Affidavits**

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

#### **2. Travel Reimbursement**

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs

- must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.
  - 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
  - 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
  - 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
  - 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
  - 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
  - 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
  - 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
  - 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
  - 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

### **3. Meals**

- 3.1 Meal reimbursements are limited to the daily maximum amount listed in the current GSA per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the

- vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
  - 3.4 County will not reimburse for alcoholic beverages.
  - 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.
  - 3.6 No meals purchased for entertainment purposes will be allowed.
  - 3.7 Meal reimbursement must be substantiated with a hotel receipt.

#### **4. Lodging**

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

#### **5. Airfare**

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

#### **6. Car Rental**

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

## **7. Personal Car Usage**

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
  - 7.2.1.1 Date
  - 7.2.1.2 Destination
  - 7.2.1.3 Purpose
  - 7.2.1.4 Name of traveler(s)
  - 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## **8. Other Expenses**

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

## **9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

## **10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service
- 10.5 Movie rentals
- 10.6 Damage to personal clothing
- 10.7 Flowers/plants
- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to air, hotel and/or car rental
- 10.13 Auto repairs
- 10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
- 10.15 Saunas, massages or exercise facilities
- 10.16 Credit card delinquency fees
- 10.17 Doctor bills, prescription and other medical services
- 10.18 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**Exhibit E**

**CERTIFICATES OF INSURANCE**

**ATTACHED BEHIND THIS PAGE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/25/2014

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

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

PRODUCER IMA, Inc.  51 Corporate Woods 9393 W. 110th Street, Suite 600 Overland Park, KS 66210	1-913-982-3650	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:  INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company INSURER B: Liberty Insurance Corporation INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 23035 42404
INSURED HNTB Corporation  701 Brazos, Suite 450  Austin, TX 78701			

## COVERAGES

CERTIFICATE NUMBER: 39426573

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		TB7-Z41-433035-213	12/01/13	12/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		AS2-Z41-433035-203	12/01/13	12/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WA2-Z4D-433035-664	01/01/14	01/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

HNTB Job 62811; 2013 Road Bond Program. If required by a written agreement, Williamson County, its directors, officers, and employees are included as additional insured with respect to General Liability and Automobile Liability insurance, subject to the terms and conditions of the policy. The insurance is primary and non-contributory on the General Liability and Automobile policies, subject to policy terms and conditions. If required by a written agreement, a waiver of subrogation is provided in favor of Williamson County as respects General Liability, Automobile Liability, and Workers' Compensation, subject to policy terms and conditions.

## CERTIFICATE HOLDER

## CANCELLATION

Williamson County, Texas  
Williamson County Auditor  
c/o Pam Navarrette  
710 Main Street, Suite 301  
  
Georgetown, TX 78626

USA

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

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/25/2014

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

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

<b>PRODUCER</b> Lockton Companies  444 W. 47th Street, Suite 900  Kansas City, MO 64112-1906	1-816-960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Lloyds of London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>FAX (A/C, No):</b> <b>NAIC #</b>
<b>INSURED</b> HNTB Corporation  701 Brazos, Suite 450  Austin, TX 78701			

**COVERAGES**

CERTIFICATE NUMBER: 39426677

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			B0146LDUSA1404553	05/01/14	05/01/15	Per Claim & Annual Aggregate 2,000,000

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

HNTB Job 62811; 2013 Road Bond Program

**CERTIFICATE HOLDER****CANCELLATION**Williamson County, Texas  
Williamson County Auditor  
c/o Pam Navarrette  
710 Main Street, Suite 301  
  
Georgetown, TX 78626

USA

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

AUTHORIZED REPRESENTATIVE



Exhibit F

DEBARMENT CERTIFICATION

STATE OF TEXAS

§  
§

COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that HNTB Corporation and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public\* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

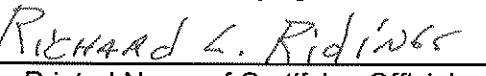
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity\* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions\* terminated for cause or default; and

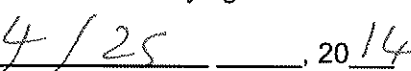
(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

**HNTB Corporation**

  
\_\_\_\_\_  
Signature of Certifying Official

  
\_\_\_\_\_  
Printed Name of Certifying Official

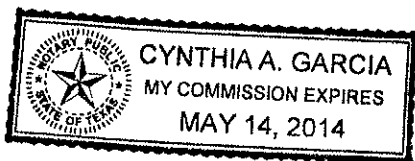
  
\_\_\_\_\_  
Title of Certifying Official

  
\_\_\_\_\_, 2014  
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

\* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Richard Ridings  
the Vice President of HNTB Corporation, on behalf of said  
firm.



Cynthia A. Garcia  
Notary Public in and for the  
State of Texas

My commission expires: May 14, 2014

**Commissioners Court - Regular Session****21.****Meeting Date:** 05/13/2014

Contract Addendum and Project Proposal with FSG Electric

**Submitted By:** Shirley Taylor, Facilities Maintenance**Department:** Facilities Maintenance**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take any appropriate action to approve Addendum to the Electrical Services Contract (Bid # 13IFB00102) between Williamson County and Facilities Solutions Group, Inc. ("FSG") for Park Lighting Upgrade Project at Southwest Regional Park (estimated costs of \$115,752).

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**[Exhibit A](#)[Exhibit B](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Facilities Maintenance (Originator)

Form Started By: Shirley Taylor

Final Approval Date: 05/09/2014

**Reviewed By**

Wendy Coco

Wendy Coco

**Date**

05/08/2014 09:08 AM

05/09/2014 03:07 PM

Started On: 05/08/2014 08:32 AM

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**PARK LIGHTING UPGRADE  
ADDENDUM  
TO  
ELECTRICAL SERVICES CONTRACT  
FOR WILLIAMSON COUNTY  
BETWEEN  
WILLIAMSON COUNTY, TEXAS  
AND  
FACILITIES SOLUTIONS GROUP, INC.  
(BID # 13IFB00102)**

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**THIS ADDENDUM TO THE ELECTRICAL SERVICES CONTRACT (BID # 13IFB00102)** is entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("WILLIAMSON COUNTY"), and **FACILITIES SOLUTIONS GROUP, INC.**, a Texas corporation, hereinafter referred to as ("FSG").

**WITNESSETH**

**WHEREAS**, WILLIAMSON COUNTY has an interest in supporting the efficient and effective administration of public facilities, health and safety, including but not limited to, ensuring adequate lighting and electrical maintenance of recreational facilities;

**WHEREAS**, FSG is the current electrical services provider and vendor to WILLIAMSON COUNTY to perform services based on hourly rates and parts discount pursuant to a contract with a remaining term under BID # 13IFB00102;

**WHEREAS**, additional details need to be addressed for the provision of these services as they relate to park lighting upgrading for WILLIAMSON COUNTY through her Facilities and Parks & Recreation Departments; and

**WHEREAS**, WILLIAMSON COUNTY believes that it is in the public interest to enter into this **Park Lighting Upgrade Addendum** with FSG;

**NOW, THEREFORE, THE PARTIES agree as follows:**

**1. Services to be Provided in the Public Interest.** FSG will operate as an independent contractor in Williamson County, Texas to continue the provision of services and goods pursuant to a contract with a remaining term under BID # 13IFB00102. All of the original terms and conditions under BID # 13IFB00102 remain in effect, and FSG shall strictly comply with the policies and oversight of the Williamson County Commissioners Court and any oversight it has delegated to the Williamson County Facilities or Parks Director(s). FSG shall provide services pertaining to the Williamson County Park Lighting Upgrade Project. The services include, but are not limited to the following items in order to complete the project:

**As described in the Invitation for Bid #13IFB00102, including the specifications set forth in the attached Exhibit "A" - FSG Electric Proposal for Park Lighting Upgrade, dated April 10, 2014 (showing project cost of \$115,752) , which is incorporated herein as if copied in full.**

**Additional Work:** Should WILLIAMSON COUNTY choose to add additional work, such additional work shall be described in a separate written amendment to this contract wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by WILLIAMSON COUNTY for the additional work. FSG shall not begin any additional work and WILLIAMSON COUNTY shall not be obligated to pay for any additional work unless a written amendment to this contract has been signed by both parties.

**2. Project Start Date & Completion.** As allowed by WILLIAMSON COUNTY at its sole discretion. Completion shall be performed within a reasonable amount of time. FSG shall provide for expeditious and practicable execution of the work.<sup>1</sup> Substantial Completion for all stages of the work shall be achieved on or before the following Substantial Completion date:

**THE NINETIETH (90TH) WORKING DAY FROM THE DATE OF FSG RECEIVING COUNTY'S INSTRUCTION TO COMMENCE THE WORK.**

Unless otherwise specified herein, or otherwise agreed in writing by the parties, the FSG shall attain Final Completion within one hundred twenty (120) working days from the date of FSG receiving County's initial instruction to commence the work.

---

<sup>1</sup> Any Change Orders or amendments must be approved by the Williamson County Commissioners Court prior to any changes being made.

**3. Incorporated Documents.** Documents expressly incorporated (as if copied in full) into this Park Lighting Upgrade Addendum include the following:

- 1) INF # # 13IFB00102 (and addenda);
- 2) Bidder's Bid (and addenda);
- 3) Exhibit "A" - FSG Electric Proposal for Park Lighting Upgrade, dated April 10, 2014 (showing project cost of \$115,752.00);
- 4) Exhibit "B" – FSG Bucket Truck Hourly Rate Proposal; and
- 5) Required Performance and Payment Bonds for the Park Lighting Upgrade Project.

WILLIAMSON COUNTY reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this CONTRACT and any of the above-referenced contract documents/exhibits.

**4. On-Going Proof of Business & Workman's Compensation Insurance.** FSG has previously provided proof of both Business & Workman's Compensation Insurance, which must remain in effect for this project and are already incorporated into the Bidder's Bid (and addenda). FSG shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of this contract or as required in this contract. If FSG fails to obtain, maintain or renew any insurance required by this Contract, WILLIAMSON COUNTY may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from FSG or declare this Contract void if FSG does not remedy the breach within ten (10) days after receipt of notice of breach.

**5. Performance & Payment Bonds.** FSG shall purchase and maintain the following:

**Performance Bond.** Upon execution of this Addendum, FSG shall provide a Performance Bond in the amount of 100% of the Contract Price for this project. The surety for a Performance Bond shall meet the requirements of Texas law.

**Payment Bond.** Upon execution of this Addendum, FSG shall provide a Payment Bond in the amount of 100% of the Contract Price for this project, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

The bonds are to be executed and delivered to WILLIAMSON COUNTY prior to this project commencing work. The bonds must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. For unit price contracts, the total contract price for this project shall be estimated and calculated by multiplying the estimated quantities to the Bidder's unit bid price.

**6. Liquidated Damages.** For each consecutive Working Day after the date of Substantial Completion that the Work is not Substantially Complete, WILLIAMSON COUNTY may deduct the amount of Two Hundred Dollars per Working Day (\$200.00/Working Day) from any money due or that becomes due FSG, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that WILLIAMSON COUNTY will sustain for late completion. The parties stipulate and agree that calculating County's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

**7. Provision of Bucket Truck for Park Lighting Upgrade Project.** An adequate bucket truck will be necessary for the provision of services for this project. Williamson County may pay FSG pursuant to the attached hourly rate set forth in Exhibit "B", which is incorporated herein as if copied in full. Such bucket truck must be adequately covered with both liability and full-coverage insurance. Alternatively, Williamson County may, at its sole discretion, procure or provide its own bucket truck for this project.

**8. Subcontractors.** FSG shall identify every subcontractor it intends to use for the Work to WILLIAMSON COUNTY in writing at least ten (10) days before entering into any subcontract. FSG shall not use any subcontractor to which WILLIAMSON COUNTY has a reasonable objection. If WILLIAMSON COUNTY does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to WILLIAMSON COUNTY. Following WILLIAMSON COUNTY's acceptance of a subcontractor, that subcontractor shall not be changed without WILLIAMSON COUNTY's written consent, which shall not be unreasonably withheld.

**EXECUTED to be effective as of the date of the last party's execution below.**

**FOR WILLIAMSON COUNTY:**

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**Presiding Officer**  
**Williamson County Commissioners Court**

Williamson County, Texas

Date: 5/2, 2014

FOR FSG:



Authorized Agent

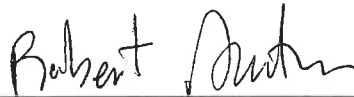
Date: 5/1, 2014

STATE OF TEXAS  
COUNTY OF WILLIAMSON

\*

\*

This instrument was acknowledged before me on the 2<sup>ND</sup> day of May, 2014, by Mike Gilbert, of the Facilities Solutions Group, Inc., a Texas corporation, on behalf of the corporation.



Notary Public, State of Texas





Williamson County  
Regional County Park  
Georgetown, TX

04/10/2014

Attn: Dale Butler

PROJECT: Pole Lighting Upgrade

Scope: Remove 104 existing 400w metal halide pole mounted lighting fixtures from existing pole. Install the following new LED lighting fixtures. Existing poles will be re-used. Provide and install a total of 3 TVSS device at each of the 3 electrical service locations. Each TVSS device will be box mounted to the exterior of the panel to aid in monitoring and replacement. See attached information sheets for product information.

54 - XGB3-FT-LED-128-350-CW-480-BRZ Forward Throw distribution with dimming driver

47- XGB3-3-LED-128-350-CW-480-BRZ Type 3 distribution with dimming driver

3 - XGB3-5-LED-128-350-CW-480-BRZ Type 5 distribution with dimming driver

4 - LED Dimming Drivers

6 - LED light boards

1 - APT Texds TVSS

See attached product specification sheets.

Estimated Cost for: Labor, lighting fixtures and miscellaneous materials: \$114,062.00

Estimated Performance/Payment Bond: \$1,690.00

**Estimated Project Total: \$ 115,752.00**

#### GENERAL CONDITIONS:

- \* FSG Electric shall not be held liable for errors or omissions in designs by others.
- \* FSG Electric shall not be held liable for inadequacies of materials and equipment specified or supplied by others.
- \* Equipment and materials supplied by FSG are warranted only to the extent of the manufacturer warranty.
- \* FSG Electric shall not be held liable for indirect loss or damage.
- \* If a formal contract is required, its conditions must not deviate from this proposal without our permission.
- \* Anything (verbal or written) expressed or implied elsewhere, which is contrary to these conditions shall be null and void.
- \* We reserve the right to withdraw this proposal after 15 days from the date of receipt.

#### EXCLUSIONS:

- \* Utility Fees, & Utility Impact Fees.
- \* Repairs or upgrades to existing electrical system unless noted.
- \* Upgrade or repairs to existing control systems and wiring unless noted.
- \* Painting of existing poles or lighting fixtures
- \* New lighting poles

#### REMARKS:

- Work will be performed during normal business hours.
- Proposal is written with out any hot work to be performed.
- Work will be performed at time and material rates as outlined in current contract.

Respectfully Submitted

Approved By:

*Michael Gilbert*



Williamson County  
3101 Southeast Inner Loop  
Georgetown, TX 78628

04/21/2014

Attn: Dale Butler

Quote: Bucket Truck Hourly Rate

Bucket truck service to 55'.

**Bucket truck only: \$29.00 per hour**

**GENERAL CONDITIONS:**

- \* FSG Electric shall not be held liable for errors or omissions in designs by others.
- \* FSG Electric shall not be held liable for inadequacies of materials and equipment specified or supplied by others.
- \* Equipment and materials supplied by FSG Electric are warranted only to the extent of the manufacturer warranty.
- \* FSG Electric shall not be held liable for indirect loss or damage.
- \* All bonding and/or special insurance requirements are not included in this proposal.
- \* If a formal contract is required, its conditions must not deviate from this proposal without our permission.
- \* Anything (verbal or written) expressed or implied elsewhere, which is contrary to these conditions shall be null and void.

**EXCLUSIONS:**

- \* Bonds, Sales Tax, Utility Fees, & Utility Impact Fees.

**REMARKS:**

Respectfully Submitted

Approved By:

*Michael Gilbert*

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**Commissioners Court - Regular Session****22.****Meeting Date:** 05/13/2014

2006 CO Bond Transfer Request

**Submitted By:** Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing 2006 CO Bond transfer request of \$430,000.00 to Courthouse Repointing Project (P402) from Emergency Services Operation Center (P136) \$387,976.00 and \$42,024.00 Hutto Annex (P138).

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 05/07/2014

**Reviewed By**

Wendy Coco

**Date**

05/07/2014 12:08 PM

Started On: 05/07/2014 11:33 AM

**Commissioners Court - Regular Session****23.****Meeting Date:** 05/13/2014

CR 170 Agreement

**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss and take appropriate action on a Letter Agreement with SWWC Utilities regarding cost sharing on CR 170.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**[SWWC Letter Agreement](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/08/2014

**Reviewed By**

Wendy Coco

**Date**

05/08/2014 09:40 AM

Started On: 05/08/2014 09:23 AM

# Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

April 29, 2014

Joe F. Torralva  
SWWC Utilities, Inc.  
1620 Grand Avenue Parkway, Suite 140  
Pflugerville, Texas 78660

Re: County Road 170 construction project  
SWWC—overflow pipe facility cost sharing

Dear Joe:

Please allow this letter to set out my understanding regarding the responsibility for the cost of the construction of certain overflow pipe and related drainage appurtenances in connection with the operation of SWWC Utilities, Inc. ("SWWC") storage tank facility which was affected by the CR 170 expansion project.

As part of the utility relocation activities in preparation for the construction of Williamson County's ("County") proposed improvements to CR 170/A.W. Grimes, the existing SWWC overflow pipe structure was required to be reconfigured.

Williamson County has proposed to add the construction of this overflow pipe reconfiguration to the CR 170 construction plans as a change order, with such changes to be constructed by the existing contractor in substantial compliance with plans, notes or specifications as shown in Exhibit "A" attached hereto and incorporated herein. The County desires to share the cost of this additional work with SWWC, with each party hereby agreeing to be responsible for 50% of the actual final change order cost to complete the work.

SWWC's payment for its portion of this cost shall be due within 30 days after receiving any supporting written contractor billing or actual cost support for the work described above, and written request from the County or its agents that payment be remitted as agreed herein.

The parties understand and agree that the total actual cost of the proposed change order has yet to be accurately determined, but in no event shall the total dollar amount for which SWWC is responsible as set out herein exceed a maximum of \$15,000.

If this meets with your understanding please have the appropriate person execute this letter on behalf of SWWC, and we will have this considered by the commissioners court and executed by the judge so that the work can be completed as planned.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

*Don Childs*

Don Childs  
Sheets & Crossfield, P.C.

AGREED:

**SWWC Utilities, Inc., a Delaware corporation**

By: *Charles W. Pugh*

Its: *VICE PRESIDENT*

Date: *4.30.14*

**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

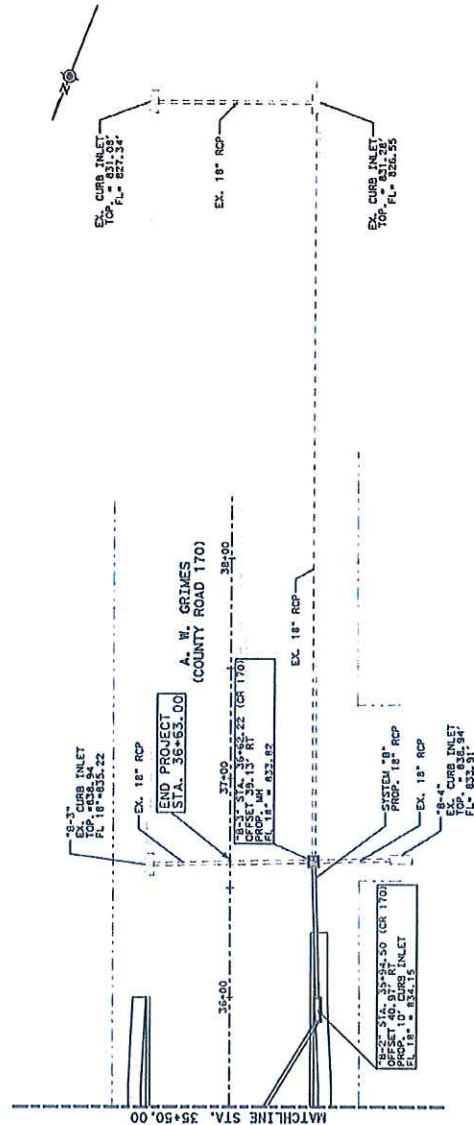
Date: \_\_\_\_\_

## EXHIBIT “A” TO LETTER AGREEMENT





PROJECT NUMBER	DATE
11WCOX	12/21/2012
DRAWN DESIGNED APPROVED	
ML LJC	X
	05



- NOTES**
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
  2. ALL UTILITIES SHOWN ARE BY RECORD DRAWINGS AND ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION.
  3. CONTRACTOR SHALL REPAIR / RECONNECT EXISTING UTILITIES DISCONNECTED OR DAMAGED DURING CONSTRUCTION.
  4. CONTRACTOR SHALL RETURN THE GROUND AREA DISTURBED BY CONSTRUCTION ACTIVITY TO ORIGINAL CONDITION OR BETTER, IN A MANNER AS NOT TO CHANGE THE ROUTE OF STORM WATER FLOW.
  5. EXISTING MAILBOXES TO BE RELOCATED TO EDGE OF PROPOSED SHOULDER AS REQUIRED.
  6. FENCES TO BE RELOCATED BY OTHERS AS REQUIRED.
  7. POWER POLES TO BE RELOCATED BY OTHERS AS REQUIRED.

**Commissioners Court - Regular Session****24.****Meeting Date:** 05/13/2014

Hwy 79 Section 3- Transfer to TXDOT

**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Consider authorizing the court to execute a Transfer of Right of Way to the State of Texas for the parcels acquired by Williamson County for the Hwy 79 Section 3 Project, and take other appropriate action.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**Hwy 79 Section 3- Transfer of Right of Way

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/08/2014

**Reviewed By**

Wendy Coco

**Date**

05/08/2014 09:40 AM

Started On: 05/08/2014 09:36 AM

**TRANSFER OF RIGHT OF WAY**

US Hwy 79—Section 3

STATE OF TEXAS                   §  
                                          §  
COUNTY OF WILLIAMSON       §

WILLIAMSON COUNTY, TEXAS, hereinafter referred to as Grantor, in consideration of the terms and completion of that certain pass-through toll agreement between Williamson County, Texas and the State of Texas, has this day Sold and Transferred and by these presents does Grant, Assign, Sell and Convey unto THE STATE OF TEXAS, acting by and through the Texas Transportation Commission and on behalf of the Texas Department of Transportation, hereinafter referred to a Grantee, all of Grantor's rights, title and interest in and to those certain tracts or parcels of land situated in Williamson County, Texas, said land being more particularly described in Exhibits "A & B" (the "Property"), attached hereto and made a part hereof; SAVE AND EXCEPT, however, there is excepted and reserved herefrom all of Grantor's rights, titles and interests, if any, in and to all of the oil, gas, sulphur and other minerals, of every kind and character, in, on, under and that may be produced from the Property.

Anything herein to the contrary notwithstanding, this Transfer of Right of Way is made subject to the continued rights of existing utilities, if any, as provided by law, and any required adjustment will be at no cost to Grantor. In addition, this conveyance is subject to all matters of public record and to all easements or other interests which affect the property, and to any matter which would be disclosed by title examination, survey, investigation or inquiry, including but not limited to the rights of parties in possession.

**BY THE ACCEPTANCE OF THIS TRANSFER OF RIGHT OF WAY, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE GRANTEE IN ORDER TO ENABLE THE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY. GRANTEE REPRESENTS THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS, AND THAT GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL, TOPOGRAPHIC AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON SAME, AND HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL, TOPOGRAPHIC AND ENVIRONMENTAL CONDITIONS THAT MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE IS ACQUIRING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE. GRANTEE HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY**

**HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY GRANTOR. GRANTEE HEREBY ASSUMES ALL RISK AND LIABILITY (AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES) RESULTING OR ARISING FROM GRANTEE'S USE, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY.**

**WITHOUT LIMITING THE GENERAL PROVISIONS ABOVE, IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, AS TO (a) MATTERS OF TITLE; (b) ZONING; (c) TAX CONSEQUENCES; (d) PHYSICAL OR ENVIRONMENTAL CONDITIONS; (e) AVAILABILITY OF ACCESS, INGRESS OR EGRESS; (f) OPERATING HISTORY OR PROJECTIONS; (g) VALUATION; (h) AVAILABILITY AND ADEQUACY OF UTILITIES; (i) GOVERNMENTAL APPROVALS; (j) GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (1) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY, OR FITNESS OF THE PROPERTY FOR A PARTICULAR USE OR PURPOSE; (2) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY; AND (3) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. GRANTEE FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT GRANTOR IS NOT REPRESENTING OR WARRANTING THAT ANYTHING CAN OR WILL BE ACCOMPLISHED THROUGH GRANTEE'S OR GRANTOR'S EFFORTS WITH REGARD TO THE PLANNING, PLATTING OR ZONING PROCESS OF ANY GOVERNMENTAL AUTHORITIES, BOARDS OR ENTITIES. GRANTEE FURTHER ACKNOWLEDGES THAT GRANTOR HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT, THAT THE PROPERTY NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE, ENVIRONMENTAL LAW OR REGULATION OF ANY STATE OR FEDERAL AUTHORITY OR JURISDICTION.**

This Transfer of Right of Way is expressly made by Grantor and accepted by Grantee without any warranty of title of any kind, oral or written, express or implied, whether existing by common law or by statute or any other manner. Grantee expressly agrees that the implied covenants set forth in Section 5.023 of the Texas Property Code are not applicable to this Transfer of Right of Way.

**TO HAVE AND TO HOLD** the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto said Grantee and Grantee's successors and/or assigns forever, subject to the limitations and conditions hereinabove stated.

**GRANTOR:**

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_

Dan A. Gattis  
County Judge

**Acknowledgment**

STATE OF TEXAS )

COUNTY OF WILLIAMSON )

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Dan A. Gattis, County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

\_\_\_\_\_  
Notary Public, State of Texas

After recording return to:

Sheets & Crossfield, P.C.  
309 East Main Street  
Round Rock, Texas 78664



Exhibit “A”

<b>Parcel</b>	<b>Grantee</b>	<b>Williamson County Public Records Information</b>
26	Williamson County	2008027842
27	Williamson County	2011024630
30	Williamson County	2008069218
30	Williamson County	Amendment 2010057752
31	Williamson County	2008090419
32	Williamson County	2009029274
35	Williamson County	2009029273
36 Parts 1 & 2	Williamson County	2008087398
37	Williamson County	2008002929
38 Parts 1 & 2	Williamson County	2011024628
39 Parts 1, 2 & 3	Williamson County	2011052405
40	Williamson County	2010085330
42	Williamson County	2014029873
43 Parts 1, 2 & 3	Williamson County	2008087669
45	Williamson County	2008079627
46	Williamson County	2008006703
47	Williamson County	2008025829

Exhibit "B"

**County:** Williamson  
**Parcel No.:** 44 Part 1  
**Highway:** US 79  
**Limits:** US 79 from East of Hutto City Limit to CR 402  
**CSJ:**

### PROPERTY DESCRIPTION FOR PARCEL 44 PART 1

DESCRIPTION OF A 0.434 ACRE (18,911 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY ABSTRACT NO. 213, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 0.6072 ACRE TRACT OF LAND CONVEYED TO JAMES A. KREBS BY INSTRUMENT RECORDED IN DOCUMENT NO. 2003102081 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.434 ACRE (18,911 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a set 1/2" iron rod in the southerly boundary line of the remainder of that called 72.15 acre tract of land conveyed to John Bigon & Mary Bigon, by instrument recorded in Volume 558, Page 77 of the Deed Records of Williamson County, Texas, 158.53 feet left of proposed U.S. 79 baseline station 722+44.21, being the most northwesterly corner of that called 0.47 acre tract of land (Second Tract), and the southwesterly corner of that called 0.73 acre tract of land (First Tract), conveyed to John Arthur Bigon, Jr. & Janice Kay Bigon, by instrument recorded in Volume 1129, Page 248 of the Official Records of Williamson County, Texas;

**THENCE**, with the common boundary of the remainder of said 72.15 acre tract and said 0.47 acre tract, **S 20°36'49" E** for a distance of **49.78** feet to a set 1/2" iron rod with TXDOT aluminum cap in the proposed northerly right-of-way line of U.S. 79, 109.23 feet left of proposed U.S. 79 baseline station 722+51.08;

**THENCE**, departing the westerly boundary line of said 0.47 acre tract, through the interior of the remainder of said 72.15 acre tract, with said proposed northerly right-of-way line of U.S. 79, **S 77°19'11" W** for a distance of **284.57** feet to a set TXDOT Type II monument, 109.23 feet left of proposed U.S. 79 baseline station 719+66.51;

**THENCE**, continuing through the interior of the remainder of said 72.15 acre tract, with said proposed northerly right-of-way line of U.S. 79, **S 83°31'21" W** for a distance of **124.57** feet to a set TXDOT Type II monument in the easterly boundary line of said 0.6072 acre tract, same being a southerly boundary line of the remainder of said 72.15 acre tract, 122.68 feet left of proposed U.S. 79 baseline station 718+42.67, being the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

1. **THENCE**, departing the proposed northerly right-of-way line of U.S. 79, with the common boundary line of said 0.6072 acre tract and the remainder of said 72.15 acre tract, **S 22°39'18" E** for a distance of **89.82** feet to a found iron rod in the existing northerly right-of-way line of U.S. 79 (135 foot right-of-way width), being the southeasterly corner of said 0.6072 acre tract and an angle point in the southerly boundary line of the remainder of said 72.15 acre tract, and being the southeasterly corner of the herein described tract;



2. **THENCE**, departing said common boundary line, with the southerly boundary line of said 0.6072 acre tract, same being the existing northerly right-of-way line of U.S. 79, **S 77°19'11" W** for a distance of **188.31** feet to a calculated point, being the southwesterly corner of said 0.6072 acre tract and an angle point in the southerly boundary line of the remainder of said 72.15 acre tract, and being the southwesterly corner of the herein described tract, from which a found iron rod bears **S 22°22'10" E**, a distance of 0.25 feet;
3. **THENCE**, departing said existing northerly right-of-way line of U.S. 79, with the westerly boundary line of said 0.6072 acre tract, same being a southerly boundary line of the remainder of said 72.15 acre tract, **N 22°35'22" W** for a distance of **136.60** feet to a found 1/2" iron rod, being the northwesterly corner of said 0.6072 acre tract and an interior ell corner in the southerly boundary line of the remainder of said 72.15 acre tract, and being the northwesterly corner of the herein described tract;
4. **THENCE**, with the northerly boundary line of said 0.6072 acre tract, same being a southerly boundary line of the remainder of said 72.15 acre tract, **N 69°44'00" E** for a distance of **10.17** feet to a set TXDOT Type II monument at the intersection of the proposed easterly right-of-way line of County Road 101 with the proposed northerly right-of-way line of U.S. 79, 170.13 feet left of proposed U.S. 79 baseline station 716+56.48, being an exterior ell corner in the northerly boundary line of the herein described tract;

**THENCE**, departing the common boundary line of said 0.6072 acre tract and the remainder of said 72.15 acre tract, through the interior of said 0.6072 acre tract, the following three (3) courses:

5. **S 22°40'47" E** for a distance of **22.05** feet to a calculated point, being an angle point in the northerly boundary line of the herein described tract;
6. **S 62°40'48" E** for a distance of **10.56** feet to a calculated point, being an angle point in the northerly boundary line of the herein described tract;
7. **N 83°31'21" E** for a distance of **175.29** feet to the **POINT OF BEGINNING**, containing 0.434 acres (18,911 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

*M. Stephen Truesdale*

*13 DEC '07*

M. Stephen Truesdale  
Registered Professional Land Surveyor No. 4933  
Licensed State Land Surveyor  
Inland Geodetics, LP  
1504 Chisholm Trail Rd., Ste. 101  
Round Rock, TX. 78681

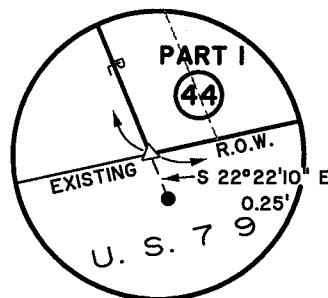
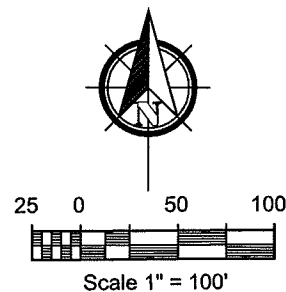
Date



## PLAT TO ACCOMPANY DESCRIPTION

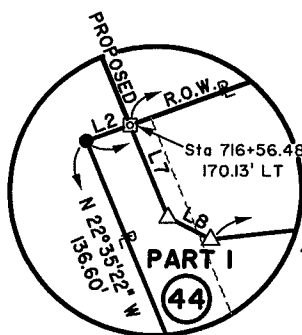
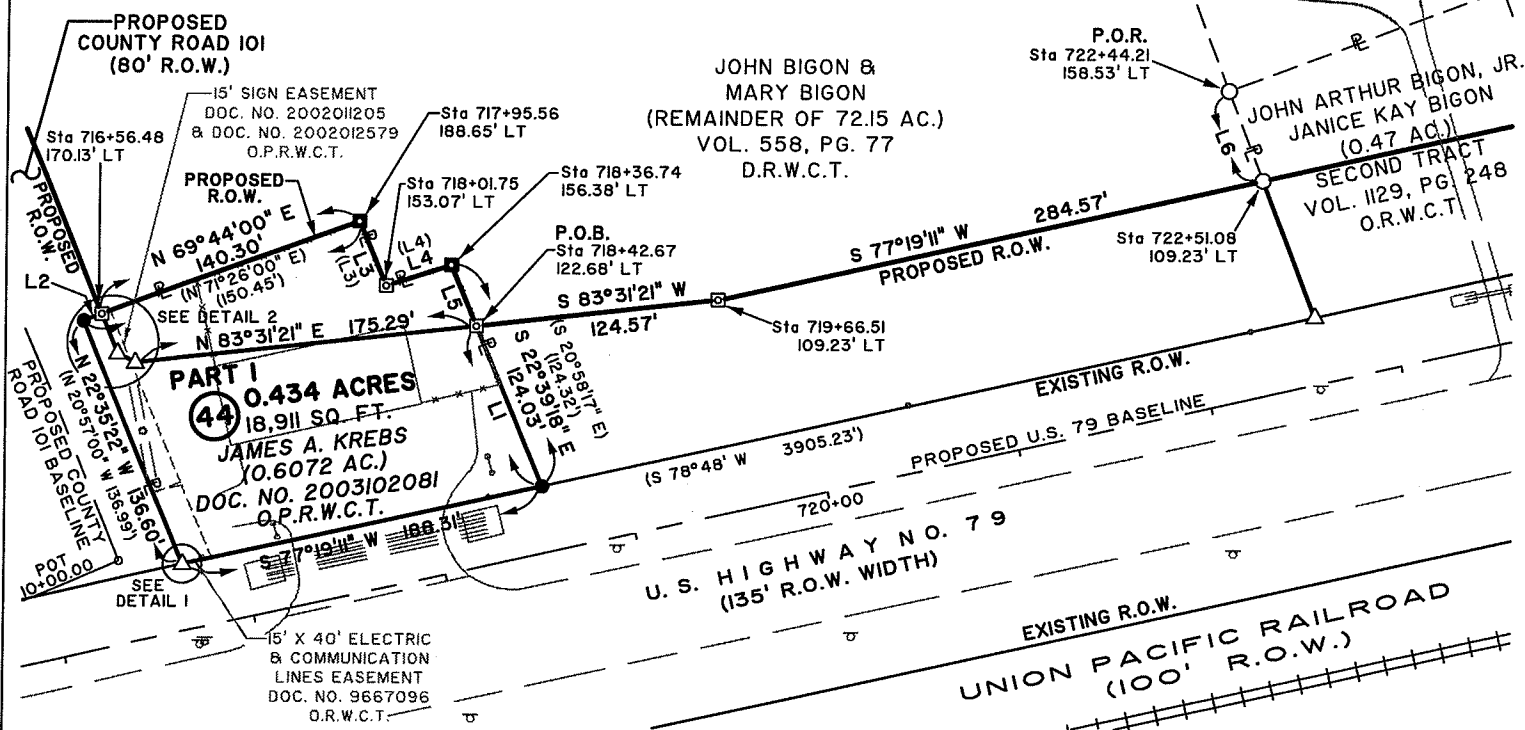
## LEGEND

- TXDOT TYPE I CONCRETE MONUMENT FOUND
- ▣ TXDOT TYPE II MONUMENT SET
- ▣ TXDOT TYPE II MONUMENT FOUND
- 1/2" IRON ROD FOUND TO BE REPLACED WITH TXDOT TYPE II MONUMENT
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON ROD SET W/TXDOT ALUMINUM CAP UNLESS NOTED
- 1/2" IRON ROD FOUND UNLESS NOTED
- ▲ 60 D NAIL SET UNLESS NOTED
- ▲ 60 D NAIL FOUND UNLESS NOTED
- △ CALCULATED POINT
- FENCE POST
- PROPERTY LINE
- CENTER LINE
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENT
- X— FENCE
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.T. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- LINE BREAK

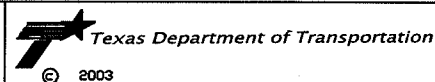
DETAIL 1  
NOT TO SCALE

## LINE TABLE

NO.	BEARING	DISTANCE
L1	S 22°39'18" E	89.82'
L2	N 69°44'00" E	10.17'
L3	S 22°33'28" E	36.12'
(L3)	(S 20°49'09" E)	(35.82')
L4	N 71°55'11" E	35.14'
(L4)	(N 73°45'19" E)	(35.30')
L5	S 22°39'18" E	34.21'
L6	S 20°36'49" E	49.78'
L7	S 22°40'47" E	22.05'
L8	S 62°40'48" E	10.56'

DETAIL 2  
NOT TO SCALEJAMES C. EAVES SURVEY  
ABSTRACT NO. 213PARCEL PLAT SHOWING PROPERTY OF  
JAMES A. KREBSSCALE  
1" = 100'

CSJ #

PROJECT  
U.S. 79COUNTY  
WILLIAMSONPARCEL 44  
PART I

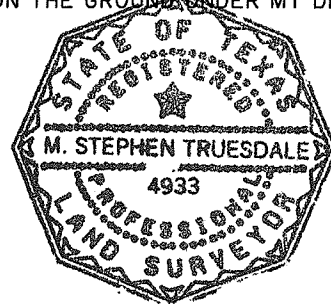
**PLAT TO ACCOMPANY DESCRIPTION****NOTES:**

- 1) THE EASEMENTS SHOWN OR NOTED AND ADDRESSED ON THIS SURVEY ARE THOSE LISTED ON SCHEDULE B OF THE TITLE REPORT, G.F. NO. 801-06-1451, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, DATED DECEMBER 9, 2006.
- 2) THIS PARCEL IS SUBJECT TO A 15 FOOT WIDE, BLANKET TYPE, WATER PIPE LINE EASEMENT GRANTED TO JONAH WATER SUPPLY CORP. BY INSTRUMENT RECORDED IN VOLUME 564, PAGE 42 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING 7.5 FEET ON EITHER SIDE ON THE PIPE AS INSTALLED.
- 3) THIS PARCEL IS SUBJECT TO ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN LOCATION SPACE AGREEMENT RECORDED IN DOCUMENT NO. 2002013929 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND AS FURTHER ASSIGNED BY INSTRUMENTS RECORDED IN DOCUMENT NO. 2002090865 AND DOCUMENT NO. 2003067906 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- 4) ALL BEARINGS SHOWN HEREON ARE BASED ON GRID BEARINGS. ALL DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83, USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00011.
- 5) IMPROVEMENTS SHOWN HEREON ARE BASED UPON AERIAL SURVEY DIGITAL FILES PROVIDED BY OTHERS AND SUPPLEMENTED BY ON THE GROUND SURVEYING PERFORMED BY INLAND GEODETICS, L.P.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

*M. Stephen Truesdale 13 DEC 07*

M. STEPHEN TRUESDALE  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933  
LICENSED STATE LAND SURVEYOR  
INLAND GEODETICS, L.P.  
1504 CHISHOLM TRAIL ROAD, SUITE 103  
ROUND ROCK, TEXAS 79681



PAGE 4 OF 4

PARCEL PLAT SHOWING PROPERTY OF

JAMES A. KREBS



© 2003



PROFESSIONAL LAND SURVEYORS  
1504 CHISHOLM TRAIL RD. STE. 103  
ROUND ROCK, TX. 78681  
PH. (512) 238-1200, FAX (512) 238-1251

SCALE  
1" = 100'

CSJ #

PROJECT  
U.S. 79

COUNTY  
WILLIAMSON

PARCEL 44  
PART I

**Commissioners Court - Regular Session****25.****Meeting Date:** 05/13/2014

Williamson County Vendor Reimbursement Policy

**Submitted By:** Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on the Williamson County Vendor Reimbursement Policy.

**Background**

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and defines non-reimbursable items. This Policy is considered a guideline and is not a contract. The Policy may be amended by the court in the future should there be a need for adjustments.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**

[Vendor Reimburse Policy](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 05/02/2014

**Reviewed By**

Wendy Coco

**Date**

05/02/2014 10:17 AM

Started On: 05/02/2014 09:52 AM

# **Williamson County**

## **Vendor Reimbursement Policy**

The purpose of this Williamson County Vendor Reimbursement Policy (“Policy”) is to provide clear guidelines to vendors on Williamson County’s expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

### **1. Invoices and Affidavits**

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

### **2. Travel Reimbursement**

- 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and

- vendor has provided the Williamson County Auditor with all necessary and required backup.
- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
  - 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
  - 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
  - 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
  - 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
  - 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
  - 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
  - 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
  - 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

### **3. Meals**

- 3.1 Meal reimbursements are limited to a maximum of \$40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

#### **4. Lodging**

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

#### **5. Airfare**

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

#### **6. Car Rental**

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

#### **7. Personal Car Usage**

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
  - 7.2.1.1 Date

- 7.2.1.2 Destination
- 7.2.1.3 Purpose
- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

## **8. Other Expenses**

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

## **9. Repayment of Nonreimbursable Expense.**

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

## **10. Non-Reimbursable Expenses**

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

- 10.1 Alcoholic beverages/tobacco products
- 10.2 Personal phone calls
- 10.3 Laundry service
- 10.4 Valet service
- 10.5 Movie rentals
- 10.6 Damage to personal clothing
- 10.7 Flowers/plants



- 10.8 Greeting cards
- 10.9 Fines and/or penalties
- 10.10 Entertainment, personal clothing, personal sundries and services
- 10.11 Transportation/mileage to places of entertainment or similar personal activities
- 10.12 Upgrades to air, hotel and/or car rental
- 10.13 Auto repairs
- 10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
- 10.15 Saunas, massages or exercise facilities
- 10.16 Credit card delinquency fees
- 10.17 Doctor bills, prescription and other medical services
- 10.18 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

**Commissioners Court - Regular Session****26.****Meeting Date:** 05/13/2014

Extension Audit and Other Accounting Services

**Submitted For:** Bob Space**Submitted By:** Connie Singleton, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing the extension of contract #10WC908 Audit and other Accounting Services with Weaver and Tidwell, LLP through May 31, 2015 with approved changes by Auditor's office.

**Background**

This is the extension of contract 10WC908 awarded to Weaver and Tidwell in June 15, 2010. This was a 36 month contract with (2) possible 12 month renewals, this being the last renewal option. Julie Kiley, First Assistant County Auditor approved the price changes noted in a backup email from Kevin Sanford of Weaver and Tidwell.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**[Extension Docs Audit and Other](#)

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Connie Singleton

Final Approval Date: 05/08/2014

**Reviewed By**

Bob Space

Wendy Coco

**Date**

05/08/2014 09:41 AM

05/08/2014 10:41 AM

Started On: 05/08/2014 07:52 AM



AGREEMENT TO EXTEND WILLIAMSON COUNTY BID/PROPOSAL

AUDIT AND OTHER ACCOUNTING SERVICES

**#10WCP908**



**WEAVER AND TIDWELL, LLP** wishes to extend proposal #10WCP908, **Audit and Other Accounting Services** with Williamson County for the same terms and conditions but increase the price to \$74,450 in addition under special project, include the Audit Avery Ranch Road District #1 at a cost of \$7,250 and Audit Community Corrections Department at a cost of \$6,000 (leaving the audit of Juvenile Services Grants at a cost of \$3,250) pursuant to the terms and conditions of option A as set forth in the clause of this proposal, for the contract period beginning June 15, 2014 through June 14, 2015.

**Documentation justifying the increase is attached.**

***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 Weaver and Tidwell, LLP  
Name Kevin A. Sanford  
Title Partner  
Signature Kevin A. Sanford  
Date 5/7/14

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature \_\_\_\_\_

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 #10WCP908 and any extension thereof, if applicable.

Printed name of person submitting affidavit: Kevin A. Sanford

Name of Company:

Weaver and Tidwell, LLP

Date: May 7, 20 14

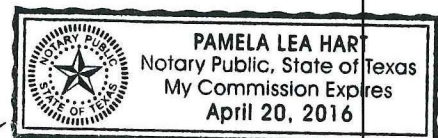
Signature of person submitting affidavit: Kevin A. Sanford

Notarized:

On this, the 7 day of May, 20 14, before me a notary public, the undersigned officer, personally appeared Kevin A Sanford, 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.

Pamela Lea Hart



**Commissioners Court - Regular Session****27.****Meeting Date:** 05/13/2014

Flexible Base for Williamson County Road and Bridge 14IFB00231

**Submitted By:** Brenda Fuller, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on awarding Bid #14IFB00231 for Flexible Base for Williamson County Road and Bridge to the lowest and best bidders meeting specifications: Industrial Asphalt & Aggregate and Superior Crushed Stone (complete list attached).

**Background**

It is the recommendation to award this bid on low item basis as follows:

Industrial Asphalt & Aggregate as Primary vendor for item # 1 and Secondary Vendor for items 2,3,&4;

Superior Crushed Stone as Primary vendor for items 2,3,&4, and Secondary vendor for item 1.

The contract term is for one year.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**

Bid Tab Flex Base

Industrial Asphalt Submittal

Superior Crushed Stone submittal

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Brenda Fuller

Final Approval Date: 05/08/2014

**Reviewed By**

Bob Space

Wendy Coco

**Date**

05/08/2014 10:34 AM

05/08/2014 10:41 AM

Started On: 05/08/2014 09:46 AM



**FLEXIBLE BASE  
FOR WILLIAMSON COUNTY  
ROAD AND BRIDGE DIVISION  
BID TABULATION**

**BID NUMBER: 14IFB00231**

**CONTRACT TERM: MAY 13, 2014 through MAY 12, 2015**

<b>RECOMMENDED AWARD:</b> <b>Superior Crushed Stone: Primary items 2,3,4 Secondary item 1</b> <b>Industrial Asphalt: Primary item 1: Secondary Items 2,3,4</b>				<b>Superior Crushed Stone</b>	<b>Industrial Asphalt Aggregates</b>
Item #	Description	Estimated Quantity	Unit	Unit Price	Unit Price
1	Flexible Base TxDot Item 247, type A Grade 1	80,000	TON	5.50	5.25
2	Flexible Base, TxDot item 247, type A Grade 2	160,000	TON	4.75	5.25
3	Flexible Base, TxDot 247, type E Grade 4 Mod 1	40,000	TON	4.75	5.25
4	Flexible Base, TxDot item 247, type E Grade 4, Mod 2	80,000	TON	4.75	5.25



**2014**

# **Williamson County**

## **INVITATION FOR BID**

**Flexible Base**

**Bid # 14IFB00231**

***Williamson County Purchasing  
Department  
901 S. Austin Avenue  
Georgetown, TX. 78626  
[www.wilco.org/Purchasing](http://www.wilco.org/Purchasing)  
512-943-3553***



**New 2-Step Bid Process**



### **Important Information:**

This is a two (2) step bid process.

Step 1 - contains information relative to the only submission you are required to make by the deadline:

Tuesday April 22, 2014 at 2:30 PM

Step 2 – contains the following information:

- Technical Specifications
- Terms and Conditions
- General Instructions
- Bid Format
- Explanation of the 2<sup>nd</sup> Step of this 2 step process
- Important Schedules that will be required to be submitted in Step 2. This information may be required from you if the bid we receive from you in Step 1 is the 'apparent' lowest and best bid submitted,

Please be aware that BOTH Steps 1 and 2 contain IMPORTANT information that is an integral part of this IFB and will be a part of any resulting agreement.



# STEP 1

Step 1 allows us to gather the bid information necessary to determine who has submitted the 'apparent' lowest bid. It includes:

- the Signed and Completed Bid Form (Price Sheet – Schedule “A”)
- required documents and information listed in the bid package in Schedule “C”
- Submitted to:
  - the designated location
  - by the designated deadline

Be sure and read the technical specifications closely prior to submitting your offer to Williamson County. These technical specifications are found in Schedule “B” of this IFB. That’s it – you will have completed the initial step of the bidding process.



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**INVITATION FOR BIDS (IFB)**  
**-Public Announcement and General Information-**

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**Flexible Base**

**Bid # 14IFB00231**

**BIDS MUST BE RECEIVED ON OR BEFORE:**  
**Tuesday April 22, 2014 at 2:30 PM**

**BIDS WILL BE PUBLICLY OPENED:**  
**Tuesday April 22, 2014 at 2:30 PM**

**NON-MANDATORY PRE-BID**

**Thursday, April 10, 2014 at 2:30PM at the Williamson Purchasing  
Department, 901 S. Austin Ave, Georgetown, TX 78626**

**BID SUBMISSION**

Notice is hereby given that sealed Bids will be accepted by the Williamson County Purchasing Department for Bid # 14IFB00231, Flexible Base. 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, 901 South Austin Avenue, Georgetown, TX 78626, with the Bid number and Bid name marked on the outside of the envelope. Bidders should forward one (1) original, and one (1) copy of their Bid on CD (or other portable storage device) 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.

<b>BID NAME:</b>	<b>Flexible Base</b>
<b>BID NO:</b>	<b>Bid # 14IFB00231</b>
<b>DUE DATE/TIME:</b>	<b>Tuesday April 22, 2014 at 2:30 PM</b>
<b>MAIL OR DELIVER TO:</b>	<b>Williamson County Purchasing Department</b>
	<b>Attn: Flexible Base Bid # 14IFB00231</b>
	<b>901 South Austin Avenue</b>
	<b>Georgetown, TX 78626</b>

Any questions, clarifications or requests for general information should be directed to the contact listed below:

Assistant Purchasing Agent  
901 South Austin Avenue  
Georgetown, TX 78626  
[purchase@wilco.org](mailto:purchase@wilco.org)

**Questions must be submitted via email, and are due by 5PM CST on Thursday April 17, 2014.**  
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. The items listed below are an important part of this Bid:

- Bidders are strongly encouraged to carefully read the entire IFB.
- Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
- 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 in the 'Public Announcement and General Information' provided above. 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.
- Contract Administration  
J. Terron Evertson P.E. Williamson County Director of Road & Bridge Division (or successor) at 3151 SE Innerloop Ste. B Georgetown, TX, 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.

**The Bidder's Bid, and all IFB requirements listed as 'Mandatory' will need to be submitted in accordance with Schedule "C" of this IFB package.** Failure to fully complete and return required forms/affidavits/documents required by this IFB in accordance with the information provided in Schedule "C" may, at Williamson County's sole discretion, render your Bid null and void.

**HOURS FOR THE WILLIAMSON COUNTY PURCHASING DEPARTMENT ARE 8:00 AM – 12:00 PM AND 1:00 PM – 5:00 PM CENTRAL TIME MONDAY – FRIDAY, EXCLUDING WILLIAMSON COUNTY HOLIDAYS. THE PURCHASING DEPARTMENT IS CLOSED DURING LUNCH FROM 12:00PM – 1:00PM.**

## **STEP 1**

**-This is the ONLY Item Required to be submitted before the deadline of:**

**TUESDAY APRIL 22, 2014 AT 2:30 PM.**

### **SCHEDULE "A"**

#### **PRICE SHEET**

**-REQUIRED AS A PART OF STEP 1-**

**THIS FORM MUST BE COMPLETED AND RETURNED BY THE DEADLINE OF:**

**Tuesday April 22, 2014 at 2:30 PM**

The undersigned Bidder, having become familiar with this IFB agrees to furnish the goods and/or services in accordance with this IFB.

**Bidder Name:** Industrial Asphalt and Aggregates

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 1	80,000	TON	\$5.25
2	Flexible Base, TxDOT Item 247, Type A Grade 2	160,000	TON	\$5.25
3	Flexible Base, TxDOT Item 247, Type E Grade 4, Mod 1	40,000	TON	\$5.25
4	Flexible Base, TxDOT Item 247, Type E Grade 4, Mod 2	80,000	TON	\$5.25

## Schedule "A" – continued

### Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the evaluation of the Bid.

- ☒ I will offer the quoted prices to all authorized entities during the term of the contract.
- ☐ I will not 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 this Price Sheet (Schedule "A") is a part of a complete IFB package which he or she has carefully read and understands. The undersigned acknowledges that Williamson County reserves the right to waive any informality in or to reject any or all Bids. The undersigned further agrees that this bid is valid for ninety (90) calendar days from the deadline for submittal of bid to Williamson County.

Bidder

Name: Industrial Asphalt and Aggregates

Address: 9020 N. Capital of TX Highway Bldg. II, Suite 250 Austin TX

Telephone: (210) 243-8051 Email: jose.cruz@rammingcompanies.com

Contact Name (please print): Jose Cruz

Authorized Signature: 

Title or Representative Capacity of Signer:  
Sales Manager

State of Incorporation/Organization or Primary Place of Business: TX

## **Schedule "B"**

### **BID SPECIFICATIONS**

#### **General Information**

Williamson County is seeking qualified companies to provide Flexible Base per Item 247, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2004.

Invoiced tonnage shall be based on certified scale weights, including moisture, at the time of shipment.

Location is an important factor in evaluation of bids, due to transportation costs which must be taken into consideration. **Material will be picked up at plant site by Williamson County.** Williamson County reserves the right to evaluate the bids based on estimated County transportation costs.

It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the successful Bidder(s) during the term of this contract, the County reserves the right to purchase the item(s) from a source other than the successful Bidder(s) and shall not be in violation of any terms or conditions of said contract.

#### **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 twelve (12) months thereafter.

#### **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 Williamson County. If approved, this extension will be in twelve (12) months 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 Williamson County. Williamson County and the Successful Bidder agree that termination shall be the Successful Bidder's sole remedy under this circumstance.

#### **Economic Adjustment**

To the extent applicable to this IFB, the Successful Bidder may submit a request for a contract pricing adjustment for approval by Williamson 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.

### **Control of Materials**

**Source Control.** Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be re-inspected.

**Material Quality.** Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions.

**Manufacturer Warranties.** Transfer to the County warranties and guarantees required by the Contract or received as part of normal trade practice.

**Sampling, Testing, and Inspection.** Upon award, the successful Bidder shall submit the following test reports from an approved independent testing laboratory, providing the proposed materials compliance and adequacy.

- Sieve Analysis
- Atterberg Limits on portion passing No. 40
- Standard Proctor – moisture Density Curve
- Triaxial Compressive Strength or CBR test
- Maximum Dry Density (dry tons per cubic yard), ASTM C-29

The material requirements and standard test methods in effect at the time the proposed Contract is advertised, govern. Additional testing may be requested by the County on any and/or all items on this contract.

Material which that has been tested and approved at a supply source or staging area may be re-inspected or tested before or during incorporation into the work, and rejected if it does not meet Contract requirements. Copies of test results are available upon request. Do not use material that, after approval, becomes unfit for use.

**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, 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.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

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.

**ITEM 247 – Flexible Base**

Flexible Base Type A Grade 1 shall have a classification of no less than 1

Flexible Base Type A Grade 2 shall have a classification of no less than 2.3

Flexible Base Type E, Grade 4 Mod 1 shall conform to the following gradation:

Master gradation sieve size	% Retained
2 1/2 "	0-10
1 3/4 "	10-40
7/8 "	20-50
3/8"	25-65
# 4	40-85
# 40	70-100

Table 1: Gradation Specification for TY E, Grade 4, Mod 1

Flexible Base Type E, Grade 4 Mod 2 shall conform to the following gradation:

Master gradation sieve size	% Retained
2 1/2 "	-
1 3/4 "	0
7/8 "	10-35
3/8"	30-50
# 4	45-65
# 40	70-90
#200	87-95

Table 2: Gradation Specification for TY E, Grade 4, Mod 2

In addition to the specifications, TxDOT Special Provision 247-033,(following) shall be utilized

### **SPECIAL PROVISION**

#### **247---033**

#### **Flexible Base**

For this project, Item 247, "Flexible Base," 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 247.2. Materials, Section A. Aggregate, Table 1. Material Requirements** is replaced by the following:

**Table 1**  
**Material**  
**Requirements**

Property	Test Method	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
Master gradation sieve size (cumulative % retained)	Tex-110-E					
2-1/2 in.		-	0	0	As shown on	0
1-3/4 in.		0	0-10	0-10		0-5
7/8 in.		10-35	-	-		10-35



3/8 in.		30-50	-	-	the plans	35-65
No. 4		45-65	45-75	45-75		45-75
No. 40		70-85	60-85	50-85		70-90
Liquid Limit, % max. <sup>1</sup>	Tex-104-E	35	40	40	As shown on the plans	35
Plasticity Index, max. <sup>1</sup>	Tex-106-E	10	12	12	As shown on the plans	10
Plasticity index, min. <sup>1</sup>		As shown on the plans				
Wet ball mill, % max. <sup>2</sup>		40	45	-	As shown on the plans	40
Wet ball mill, % max. increase passing the No. 40 sieve	Tex-116-E	20	20	-	As shown on the plans	20
Classification, max. <sup>3</sup>	Tex-117-E	When shown on the plans	When shown on the plans	-	As shown on the plans	-
Min. compressive strength, psi					As shown on the plans	
lateral pressure 0 psi	Tex-117-E	45	35	-		-
lateral pressure 3 psi		-	-	-		90
lateral pressure 15 psi		175	175	-		175

- Determine the plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
- When a soundness value is required by the plans, test material in accordance with Tex-411-A.
- When Classification is required by the plans, a triaxial Classification of 1.0 or less for Grades 1 and 2.3 or less for Grade 2 is required. The Classification requirement for Grade 4 will be as shown on the plans.

**Article 247.2. Materials, Section A. Aggregate, Section 3. Recycled Material, Section b. Recycled Material (Including Crushed Concrete) Requirements, Section (1), successful Bidder Furnished Recycled Materials is supplemented by the following:**

Provide recycled materials that have a maximum sulfate content of 3000 ppm when tested in accordance with Tex-145-E.

**Article 247.4. Construction, Section C. Compaction is supplemented by the following:**

Before final acceptance, the Engineer will select the locations of tests and measure the flexible base depth in accordance with Tex-140-E when Complete in Place measurement is specified. Correct areas deficient by more than 1/2 in. in thickness by scarifying, adding material as required, reshaping, recompacting, and refinishing at the successful Bidder's expense.

**Article 247.4. Construction, Section C. Compaction, Section 2. Density Control first paragraph is replaced by the following:**

Compact to at least 100% of the maximum dry density determined by Tex-113-E, unless otherwise shown on the plans. Maintain moisture during compaction at not less than 1 percentage point below the optimum moisture content determined by Tex-113-E. Determine the moisture content of the material in accordance with Tex-115-E or Tex-103-E during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed.

# **INDUSTRIAL**

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## **ASPHALT & AGGREGATES**

## **Schedule "D"**

### **Bidder References**

-Required as a part of Step 2-

**THIS FORM MUST BE COMPLETED AND RETURNED IN ACCORDANCE WITH SCHEDULE "C" OF THIS IFB**

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

#### Reference 1

Client Name: Travis County Location: Travis County  
City or County

Contact Name: Don Ward Title: Public Works Director

Phone: (512) 854-7676 Email: \_\_\_\_\_

Contract Dates: 2013 2014 Contract Value: \$ 250,000  
Start End

Scope of Work: Hot Asphalt

#### Reference 2

Client Name: City of Austin Location: City of Austin Street and Bridge  
City or County

Contact Name: Lisa Escobedo Title: Public Works Director

Phone: (512) 974-8758 Email: \_\_\_\_\_

Contract Dates: 2013 2014 Contract Value: \$ 560,000  
Start End

Scope of Work: Hot Asphalt

#### Reference 3

Client Name: Hays County Location: Hays County  
City or County

Contact Name: Liz Gonzales Title: County Clerk

Phone: (512) 393-7738 Email: \_\_\_\_\_

Contract Dates: 2013 2014 Contract Value: \$ 189,000  
Start End

Scope of Work: Hot Asphalt

# **SCHEDULE “E”**

## **CONFLICT OF INTEREST QUESTIONNAIRE**

<b>For Bidder or other person doing business with local government entity</b>	
<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 7<sup>th</sup> 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>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center;">None</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 7<sup>th</sup> 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 style="text-align: center;">No</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> <p style="text-align: center;">No</p>	
<div style="display: flex; justify-content: space-between;"> <div> <b>CONFLICT OF INTEREST QUESTIONNAIRE</b>  <b>CIQ</b> </div> <div style="text-align: right;"> <b>FORM</b>   Page </div> </div>	

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: Jose Cruz / Sales Manager

Authorized \_\_\_\_\_ Signature: \_\_\_\_\_

Title or Representative Capacity of Signer: \_\_\_\_\_

Date: 5-6, 20 14



**SCHEDULE "F"**  
**BID AFFIDAVIT/ACKNOWLEDGMENT OF ADDENDA**

**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 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 TEXAS COUNTY OF Travis

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this

day personally appeared Jose Cruz (Name of Signer), who after being by me duly sworn, did depose and say:

"I, Jose Cruz (Name of Signer) am a duly authorized officer

of/agent for Industrial Asphalt and Aggregates (Name of Bidder) and have been duly

authorized to execute the foregoing on behalf of the said Industrial Asphalt and Aggregates  
(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:

Industrial Asphalt and Aggregates, 9020 N Cap of TX Hwy, Bldg. II, Suite 250, Austin TX 78759

Fax: (512) 251-3709 Telephone#: (210) 243-8051

By: [Signature] Printed Name: Jose Cruz

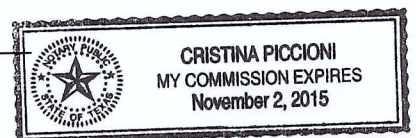
Title: Sales Manager

SUBSCRIBED AND SWORN to before me by the above-named Jose Cruz on

this the 6 day of May, 2014.

Cristina Piccioni

Notary Public in and for  
the State of Texas





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/06/2014

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

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

<b>PRODUCER</b> Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>
508628-AII-GAWU-14-15	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> ACE American Insurance Company <b>INSURER B:</b> Indemnity Insurance Company Of North America <b>INSURER C:</b> N/A <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> INDUSTRIAL ASPHALT LLC 9020 N. CAPITAL OF TEXAS HIGHWAY BUILDING II SUITE 250 AUSTIN, TX 78759	<b>NAIC #</b> 22667 43575 N/A

**COVERAGES** **CERTIFICATE NUMBER:** NYC-006782607-04 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			HDO G27332067	03/31/2014	03/31/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 SIR \$ 500,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISA H08820417	03/31/2014	03/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR \$ 500,000
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLR C47887471 (AOS) WLR C47887574 (AZ)	03/31/2014 03/31/2014	03/31/2015 03/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b> WILLIAMSON COUNTY 901 SOUTH AUSTIN AVE. GEORGETOWN, TX 78626	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Jessica Cullen
-------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**Industrial Asphalt, LLC**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

**P**

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

**9020 N Capital of Texas Hwy. Bldg. II Ste. 250**

City, state, and ZIP code

**Austin, TX 78759**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

          -          -

Employer identification number

7 4 - 2 7 6 6 0 2 7

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

*Jerri Wishnaw-Leland*

Date ▶

*May 6, 2014*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.





**2014**

# **Williamson County**

## **INVITATION FOR BID**

**Flexible Base**

**Bid # 14IFB00231**

***Williamson County Purchasing  
Department  
901 S. Austin Avenue  
Georgetown, TX. 78626  
[www.wilco.org/Purchasing](http://www.wilco.org/Purchasing)  
512-943-3553***



**New 2-Step Bid Process**



## **BID SUBMITTAL CHECKLIST**

PLEASE READ AND COMPLETE THIS "BID SUBMITTAL CHECKLIST". USE THIS CHECKLIST TO ASSURE THAT ALL BID REQUIREMENTS HAVE BEEN MET.

The Bidder's attention is especially called to the items listed below, which should be submitted in accordance with Schedule "C" of this IFB.

Failure to submit any of the documents listed in Schedule "C" when required, or failure to acknowledge any addendum in writing as required by Schedule "C", 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. Williamson 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.

### **STEP 1 ITEMS AS DESCRIBED IN SCHEDULE "C"**

#### **ITEMS TO BE SUBMITTED WITH YOUR BID BY THE DEADLINE**

- ☒ Price Sheet forms – Schedule "A"
- ☒ **Authorized Signature** on Price Sheet forms
- ☒ Submitted by the Designated Deadline Tuesday April 22, 2014 at 2:30 PM
- ☒ One (1) original, one (1) copy of the Bid on CD (or other portable storage device) mailed to or delivered on or before the Bid submittal deadline, to the Williamson County Purchasing Department, 901 South Austin Avenue Georgetown, TX 78626

### **STEP 2 ITEMS AS DESCRIBED IN SCHEDULE "C"**

#### **ADDITIONAL ITEMS THAT WILL BE REQUIRED IF YOUR BID IS DETERMINED TO BE THE APPARENT LOWEST BID SUBMITTED. THESE ITEMS WILL BE REQUIRED PRIOR TO YOUR BID BEING RECOMMENDED FOR CONTRACT AWARD**

- ☐ References - Schedule "D": Should provide Identification of three (3) entities if possible 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.
- ☐ Conflict of Interest Disclosure Statement (Schedule "E")
- ☐ Bid Affidavit and Acknowledgement of Addenda (Schedule "F")
- ☐ Insurance Certificate (s)
- ☐ File copy of **Assumed Name Certificate** <https://deed.wilco.org/RealEstate/searchentry.aspx?cabinet=opr>  
*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.*
- ☐ Any additional documents and information that is listed in Schedule "C" of this IFB.

- FAILURE BY RESPONDENT TO INCLUDE ALL LISTED ITEMS IN ACCORDANCE WITH SCHEDULE "C" OF THIS IFB MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS BID.
- PROVIDE ALL INFORMATION IN ACCORDANCE WITH SCHEDULE "C" OF THIS IFB TO ENSURE CONSIDERATION OF YOUR BID.

## **STEP 1**

**-This is the ONLY Item Required to be submitted before the deadline of:**

**TUESDAY APRIL 22, 2014 AT 2:30 PM.**

### **SCHEDULE "A"**

### **PRICE SHEET**

**-REQUIRED AS A PART OF STEP 1-**

**THIS FORM MUST BE COMPLETED AND RETURNED BY THE DEADLINE OF:**

**Tuesday April 22, 2014 at 2:30 PM**

The undersigned Bidder, having become familiar with this IFB agrees to furnish the goods and/or services in accordance with this IFB.

Bidder Name: Superior Crushed Stone, Lc

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 1	80,000	TON	\$5.50
2	Flexible Base, TxDOT Item 247, Type A Grade 2	160,000	TON	\$4.75
3	Flexible Base, TxDOT Item 247, Type E Grade 4, Mod 1	40,000	TON	\$4.75
4	Flexible Base, TxDOT Item 247, Type E Grade 4, Mod 2	80,000	TON	\$4.75

## Schedule "A" – continued

### Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the evaluation of the Bid.

- ☒ I will offer the quoted prices to all authorized entities during the term of the contract.
- ☐ I will not 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 this Price Sheet (Schedule "A") is a part of a complete IFB package which he or she has carefully read and understands. The undersigned acknowledges that Williamson County reserves the right to waive any informality in or to reject any or all Bids. The undersigned further agrees that this bid is valid for ninety (90) calendar days from the deadline for submittal of bid to Williamson County.

Bidder  
Name:

Superior Crushed Stone, LC

Address:

501 County Road 344 Jarrell, TX 76537

Telephone:

512-746-5800

Email: jschuler@superiorcrushedstone.com

Contact Name (please print):

John Schuler

Authorized Signature:

John Schuler

Title or Representative Capacity of Signer:

Manager

State of Incorporation/Organization or Primary Place of Business:

Texas, Williamson County

## Schedule "D"

### Bidder References

-Required as a part of Step 2-

**THIS FORM MUST BE COMPLETED AND RETURNED IN ACCORDANCE WITH SCHEDULE "C" OF THIS IFB**  
List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

#### Reference 1

Client Name: Austin Filter Systems Location: Austin, TX  
City or County  
Contact Name: Mark Toungate Title: President  
Phone: 512-331-6673 Email: markafs@gotsky.com  
Contract Dates: 12/05 present Contract Value: \$ 250,000  
Start End  
Scope of Work: furnish limestone materials

#### Reference 2

Client Name: City of College Station Location: College Station, TX  
City or County  
Contact Name: Heather Pavelka Title: Buyer  
Phone: 979-764-3437 Email: hpavelka@cs.tx.gov  
Contract Dates: 6/13 6/15 Contract Value: \$ 462,000  
Start End  
Scope of Work: furnish limestone materials

#### Reference 3

Client Name: Texas Dept of Trans Location: Austin, TX  
City or County  
Contact Name: Manuel Perez Title: Purchasing  
Phone: 512-463-9924 Email: manuel.perez@cpa.state.tx.us  
Contract Dates: 6/12 present Contract Value: \$ 200,000  
Start End  
Scope of Work: furnish limestone materials

# **SCHEDULE "E"**

## **CONFLICT OF INTEREST QUESTIONNAIRE**

<b>For Bidder or other person doing business with local government entity</b>	
<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 7<sup>th</sup> 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>	<b>OFFICE USE ONLY</b>
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;"><i>None</i></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 7<sup>th</sup> 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 style="text-align: center; font-size: 1.2em;"><i>None</i></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> <p style="text-align: center; font-size: 1.2em;"><i>None</i></p>	
<div style="display: flex; justify-content: space-between;"> <div> <b>CONFLICT OF INTEREST QUESTIONNAIRE</b>  <b>CIQ</b> </div> <div style="text-align: right;"> <b>FORM</b>   <b>Page</b> </div> </div>	

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.

*None*

7.

Bidder  
Name:

*Superior Crushed Stone, LC*

Authorized

*John W. Stahl*

Signature: \_\_\_\_\_

Title

or

Representative

Capacity

of

Signer: \_\_\_\_\_

Date:

*5-7-*

, 20

*14*

**SCHEDULE "F"**  
**BID AFFIDAVIT/ACKNOWLEDGMENT OF ADDENDA**

**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 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 Texas COUNTY OF Travis

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this

day personally appeared John W. Schuler (Name of Signer), who after being by me duly sworn, did depose and say:

"I, John W. Schuler (Name of Signer) am a duly authorized officer of/agent for Superior Crushed Stone (Name of Bidder) and have been duly authorized to execute the foregoing on behalf of the said Superior Crushed Stone (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:

Superior Crushed Stone, LC 501 CR344 Jawell, TX 76537

Fax: 512-746-5131

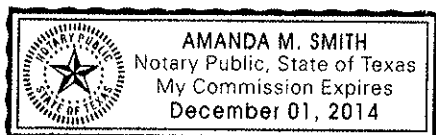
Telephone#: 512-746-5800

By: John W. Schuler

Printed Name: John W. Schuler

Title: Manager

SUBSCRIBED AND SWORN to before me by the above-named John W. Schuler on this the 7<sup>th</sup> day of May, 2014.



[Signature]  
Notary Public in and for  
the State of Texas





# CERTIFICATE OF LIABILITY INSURANCE

AUSTINE

DATE (MM/DD/YYYY)

05/07/2014

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

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

<b>PRODUCER</b> Time Insurance Agency, Inc. 1405 East Riverside Drive Austin, TX 78741 Time Insurance Agency, Inc.		<b>CONTACT NAME:</b> Time Insurance Agency, Inc. <b>PHONE (A/C, No, Ext):</b> 512-447-7773 <b>FAX (A/C, No):</b> 512-440-0989 <b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Superior Crushed Stone, LC 1405 Riverside Austin, TX 78741		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : American States of Texas		19712
		INSURER B : American States Insurance Co		
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		04CC14924990	05/03/2014	05/04/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		04CC20410970	05/03/2014	05/03/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			08CC69835213	05/03/2014	05/03/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC6881405	05/03/2014	05/03/2015	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Williamson County is named additional insured as required by written contract with regard to automobile & general liability. 10 Day Notice of reduction, restriction or limitation of coverage endorsement in favor of Williamson County applies.

## CERTIFICATE HOLDER

## CANCELLATION

<b>WILLC-1</b>  Williamson County 901 South Austin Avenue Georgetown, TX 78625	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Franchise Tax Account Status

As of: 05/07/2014 10:53:50 AM

**This Page is Not Sufficient for Filings with the Secretary of State**

SUPERIOR CRUSHED STONE, L.C.	
Texas Taxpayer Number	32016845128
Mailing Address	1405 E RIVERSIDE DR AUSTIN, TX 78741-1137
Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	02/24/2005
Texas SOS File Number	0800458497
Registered Agent Name	JOHN W. SCHULER
Registered Office Street Address	1405 E. RIVERSIDE DR. AUSTIN, TX 78741



## **BID SUBMITTAL CHECKLIST**

PLEASE READ AND COMPLETE THIS "BID SUBMITTAL CHECKLIST". USE THIS CHECKLIST TO ASSURE THAT ALL BID REQUIREMENTS HAVE BEEN MET.

The Bidder's attention is especially called to the items listed below, which should be submitted in accordance with Schedule "C" of this IFB.

Failure to submit any of the documents listed in Schedule "C" when required, or failure to acknowledge any addendum in writing as required by Schedule "C", 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. Williamson 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.

### **STEP 1 ITEMS AS DESCRIBED IN SCHEDULE "C"**

#### **ITEMS TO BE SUBMITTED WITH YOUR BID BY THE DEADLINE**

- ☐ Price Sheet forms – Schedule "A"
- ☐ **Authorized Signature** on Price Sheet forms
- ☐ Submitted by the Designated Deadline Tuesday April 22, 2014 at 2:30 PM
- ☐ One (1) original, one (1) copy of the Bid on CD (or other portable storage device) mailed to or delivered on or before the Bid submittal deadline, to the Williamson County Purchasing Department, 901 South Austin Avenue Georgetown, TX 78626

### **STEP 2 ITEMS AS DESCRIBED IN SCHEDULE "C"**

#### ***ADDITIONAL ITEMS THAT WILL BE REQUIRED IF YOUR BID IS DETERMINED TO BE THE APPARENT LOWEST BID SUBMITTED. THESE ITEMS WILL BE REQUIRED PRIOR TO YOUR BID BEING RECOMMENDED FOR CONTRACT AWARD***

- ☒ References - Schedule "D": Should provide Identification of three (3) entities if possible 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.
- ☒ Conflict of Interest Disclosure Statement (Schedule "E")
- ☒ Bid Affidavit and Acknowledgement of Addenda (Schedule "F")
- ☒ Insurance Certificate (s)
- ☐ File copy of **Assumed Name Certificate** <https://deed.wilco.org/RealEstate/searchentry.aspx?cabinet=opr>  
*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.*
- ☐ Any additional documents and information that is listed in Schedule "C" of this IFB.

- FAILURE BY RESPONDENT TO INCLUDE ALL LISTED ITEMS IN ACCORDANCE WITH SCHEDULE "C" OF THIS IFB MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS BID.
- PROVIDE ALL INFORMATION IN ACCORDANCE WITH SCHEDULE "C" OF THIS IFB TO ENSURE CONSIDERATION OF YOUR BID.



WILLIAMSON COUNTY  
PURCHASING DEPARTMENT  
901 South Austin Ave  
GEORGETOWN, TEXAS 78626

## Time-Stamp Certification for receipt of all other incoming packages or interoffice mail

This is to certify that I, (mark the appropriate box)

- ☐ Bob Space
- ☐ Brenda Fuller
- ☐ Connie Singleton
- ☐ Elsie Boyd
- ☐ Kerstin Hancock
- ☒ Peggy Wooldridge
- ☐ Rachel Silva

Received the package from Superior Crushed Stone

At the date and time stamped at the bottom of this form.

Signature when completed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date when completed: \_\_\_\_\_

**Time-Stamp**

RECD PM12:58 7 MAY'14

**Commissioners Court - Regular Session****28.****Meeting Date:** 05/13/2014

Consulting Services for Microsoft Office 365 Sharepoint online project

**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

---

**Information****Agenda Item**

Discuss, consider and take appropriate action on approving Consulting Services Agreement between Williamson County and Gruene Technology Group LLC for Microsoft Office 365/Sharepoint online project as per DIR contract DIR-SDD-2116.

**Background**

The objective of this project is to define and design a plan for building a SharePoint site which will provide a framework for a scalable SharePoint infrastructure with internal and external facing sites which allows the County's employees to better serve their constituencies through access, gathering and securing data through the county intranet and providing necessary reporting capabilities. This project is not to exceed \$60,000.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
---------	----------	-------------	--------	----------

**Attachments**[Gruene Consulting agreement](#)

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**Form Review****Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 05/08/2014

**Reviewed By**

Bob Space

Wendy Coco

**Date**

05/08/2014 10:09 AM

05/08/2014 10:41 AM

Started On: 05/08/2014 09:49 AM

## **CONSULTING SERVICES AGREEMENT (DIR-SDD-2116)**

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between Gruene Technology Group LLC(GrueneTG), a corporation organized and existing under the laws of the State of Texas, (hereinafter"Consultant"), with its principal place of business at 11940 Jollyville Road,South Tower,Suite 320,Austin, Texas 78759 and Williamson County, Texas,a political subdivision of the State of Texas (hereinafter "County"), having an address of 3015.E. Inner Loop, Suite 105, Georgetown, Texas, 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services and deliverables.

### **1. Consulting Services**

1.1 The parties agree that Consultant will only provide consulting services ("Services") and deliverables ("Deliverables") under this Agreement pursuant to an executed statement of work ("SOW"), which shall be substantially in the same form as the attached Exhibit "A". Each SOW shall be a separate contract and shall incorporate the terms and conditions of this Agreement. All Services shall be provided in a professional manner. Consultant may provide the Services described in the relevant SOW by using Consultant personnel or selected independent contractors ("Contractors"). Consultant agrees to provide the items described in the relevant SOW as deliverables ("Deliverables").

### **2. Term and Termination**

2.1 This Agreement will have an initial term of one year commencing on the date of the last party's execution of this Agreement, or the length of the engagement, if longer than one year, and will renew automatically for successive one-year periods unless either party gives prior notice of termination.

2.2 Either party may terminate this Agreement or any subsequent SOW, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed and all Deliverables provided prior to termination.

2.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement or any subsequent SOW), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned

hereinafter and/or remedies available under the law, terminate this Agreement and any subsequent SOW.

### **3. Payment and Taxes**

3.1 County agrees to pay Consultant for Services and Deliverables provided pursuant to subsequent SOWs executed by the parties and the attached Williamson County Vendor Reimbursement Policy, as amended, which is incorporated herein as if copied in full. County shall reimburse Consultant for reasonable travel expenses and all actual out-of-pocket expenses incurred by consultant in the performance of a subsequent SOW. However, in no event shall County be required to pay any amounts for Services and Deliverables and expenses in excess of the not-to-exceed amount set forth in any subsequent SOW.

Consultant shall invoice County for payment of the Services and Deliverables, as well as payment of actual out-of-pocket expenses and allowed travel expenses. Consultant's invoice for actual out-of-pocket expenses and travel expenses must include an extract from Consultant's billing system which details the costs paid by Consultant for such expenses. County's payment of the Services, Deliverables actual out-of-pocket expenses and allowed travel expenses 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 (31<sup>st</sup>) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

Remittance shall be made to the following address:

<b>Gruene Technology Group,LLC.</b>
<b>11940 Jollyville Road,South Tower,Suite 320</b>
<b>Austin,Texas 78759</b>

3.2 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the SOW, if any, or County shall provide Consultant with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

#### **4. Ownership and License**

Consultant retains all ownership and intellectual property rights in techniques, methodology, and products (collectively "IP") provided or used by Consultant in the performance of Services, and any extensions to Consultant IP developed in conjunction with the SOW, including but not limited to software code, operating instructions, unique design concepts, software development tools, and training materials. Consultant grants to County, a perpetual, nonexclusive, nontransferable, worldwide, fully paid up license to use, solely for its own internal business purposes, elements of the Deliverables, which contain Consultant IP.

#### **5. Confidential Information**

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 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 information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its 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 Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.



## **6. Relationship between the Parties**

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

## **7. Warranties**

7.1 Consultant warrants that the Services provided pursuant to this Agreement will be performed consistent with generally accepted industry standards and as provided in Article 1. The warranty period for an application module or product shall begin as each application module or product is placed in production status. For purposes of this section, an application module or product is considered in production status if County is processing actual transactions, using the respective application module or product.

7.2 Consultant agrees to fully cooperate with the County's software and hardware providers throughout the implementation, and for a period of 90 days thereafter, to assist in the determination of the cause and resolution of any issues related to the software, hardware or system as implemented. In the event the cause of the issue is determined to be inadequate work, errors, or omissions in the Services provided by Consultant, Consultant shall correct the issue at no additional cost to the County as soon as reasonably practical, but in no event later than seven (7) calendar days following notice to Consultant that inadequate work, errors, or omissions in the Services provided by Consultant exist. In the event the cause of the issue is determined not to be caused by Consultant, Consultant may invoice the County for the time and actual, reasonable expenses related to their investigation and resolution of the issue according to the rate schedule included in the applicable SOW.

7.3 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR A SOW, CONSULTANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED.

## **8. Indemnification**

CONSULTANT SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL CLAIMS, LIABILITIES AND COSTS, INCLUDING REASONABLE ATTORNEY FEES, REASONABLY INCURRED IN THE DEFENSE OF ANY CLAIM BROUGHT AGAINST THE COUNTY IN THE COURTS OF THE UNITED STATES AND CANADA BY A THIRD PARTY(S) ALLEGING THAT A PARTY'S USE OF ANY MATERIAL, INFORMATION OR TECHNOLOGY SUPPLIED BY THE CONSULTANT IN RELATION TO THE SERVICES PROVIDED HEREUNDER INFRINGES OR MISAPPROPRIATES ANY COPYRIGHT, TRADE SECRET OR UNITED STATES OR CANADIAN PATENT OF WHICH THE PARTY SUPPLYING THE MATERIAL, INFORMATION OR TECHNOLOGY IS OR SHOULD BE AWARE; PROVIDED THAT THE COUNTY NOTIFIES THE CONSULTANT IN WRITING OF ANY SUCH CLAIM AND THE CONSULTANT IS PERMITTED TO CONTROL FULLY THE DEFENSE AND ANY SETTLEMENT OF SUCH CLAIM AS LONG AS SUCH SETTLEMENT SHALL NOT INCLUDE A FINANCIAL OBLIGATION ON THE COUNTY. THE COUNTY SHALL COOPERATE FULLY IN THE DEFENSE OF SUCH CLAIM AND MAY APPEAR, AT ITS OWN EXPENSE, THROUGH ITS OWN COUNSEL. THE CONSULTANT MAY, IN ITS SOLE DISCRETION, SETTLE ANY SUCH CLAIM ON A BASIS CONSULTANT SUBSTITUTES FOR THE MATERIAL, INFORMATION OR TECHNOLOGY, ALTERNATIVE, SUBSTANTIALLY EQUIVALENT NON-INFRINGEMENT MATERIAL, INFORMATION OR TECHNOLOGY.

## **9. Limitation of Liability**

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES AND CONSULTANT'S LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNT PAID TO CONSULTANT BY COUNTY UNDER THE SOW PURSUANT TO WHICH LIABILITY AROSE.

## **10. Change Order**

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice ("Change Order"). The nature of these changes include, but are not limited to, additions to or deletions from any Services, changes to the schedule, prevention or loss of work due to inadequate facilities or technical infrastructure, or changes to key final decisions, or, any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Orders shall be subject to the following terms:

i. Disputes regarding Change Orders shall be handled pursuant to applicable dispute resolution section contained herein below;

ii. Each Change Order relating to any Services and referencing this Agreement shall be deemed a separate contract incorporating all of the terms and conditions of this Agreement;

iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Order, the terms and conditions of this Agreement shall control unless the Change Orders specifically states that the parties intend to modify a specific term or condition of this Agreement.

## **11. Dispute Resolution/Mediation**

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorney's fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

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

## **12. General**

**12.1 Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. 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.

**12.2 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.

**12.3 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.

**12.4 Successors and Assigns; Assignment.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement except that Consultant may assign its right to payment if required to do so under a banking or surety agreement.

**12.5 No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

**12.6 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.

12.7 County's Right to Audit. Consultant further agrees that County or its duly authorized representatives (note: third party representative's shall be limited to certified public accountants or similar professionals owing a duty to the general public and who are professionally licensed) shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and obtain copies of the records of Consultant, which are determinative to amounts charged for Services to be performed under this Agreement. Audits shall be conducted consistent with generally accepted auditing standards in the United States. To the extent such materials cannot be adequately provided to the County in electronic format by remote access, Consultant agrees to provision physical access for the County during normal working hours at Consultant facilities as reasonably necessary to conduct audits in compliance with the provisions of this section. County agrees that all such audits will be conducted and planned so as to minimize disruption of the Consultant's business. County shall give Consultant reasonable advance notice of intended audits and shall review any findings with Consultant and afford Consultant with an opportunity to respond in advance of issuing any final audit report. FOR AVOIDANCE OF DOUBT, CONSULTANT HEREBY DISCLOSES TO COUNTY THAT IT MAINTAINS NO HARD COPY RECORDS — ALL RECORDS ARE ELECTRONIC SYSTEM RECORDS, ELECTRONIC FILES OR ARE IMAGE DOCUMENTS. CONSULTANT ALSO UNDERTAKES NO OBLIGATION TO PRESERVE, DUPLICATE OR MAINTAIN DOCUMENTATION THAT EXISTS ON COUNTY SYSTEMS DURING THE COURSE OF THE PROJECT.

12.8 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.

12.9 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.

12.10 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

12.11 Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. 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. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

**GRUENE Technology Group, LLC**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_\_\_

**WILLIAMSON COUNTY, TEXAS**

BY: \_\_\_\_\_

Dan A. Gattis,

Williamson County Judge

DATE: \_\_\_\_\_, 20\_\_\_\_

## EXHIBIT "A"

### STATEMENT OF WORK FORM

This Statement of Work ("SOW") is made pursuant to the terms and conditions of the Consulting Services Agreement executed by and between Williamson County, Texas ("County") and Gruene Technology Group, LLC, ("Consultant") on May 5, 2014 (the "Agreement") and describes the particular Services and/or Deliverables that shall be provided to County by Consultant hereunder.

Any specification, design, user requirements document, installation checklist, etc., attached hereto and explicitly referenced herein shall be part of this SOW, provided such documents are in writing and signed by an authorized representative of each party.

#### 1. General Information:

Name:	Rudy Rodriguez
Address:	11940 Jollyville Road, South Tower, Suite 320
City/State/ZIP	Austin, TX 78759
Phone:	512-922-0526
Fax:	
E-mail:	Rudy.Rodriguez@gruenetg.com
County Project Manager	Minnie Beteille
Address:	301 S.E. Inner Loop, Suite 106
City/State/ZIP	Georgetown, TX 78626

	Phone:	(512) 943-1448
	Fax:	
	E-mail:	mbeteille@wilco.org
County Billing Contact	Name:	Williamson County, Texas
	Address:	301 S.E. Inner Loop, Suite 106
City/State/ZIP		Georgetown, TX 78626
	Phone:	512-943-1538
	Fax:	
	E-mail:	DebbieF@wilco.org
County Site at which Services are to be performed <sup>1</sup>		Williamson County, Information Technology Services dept.

**2. Primary Services and Deliverables to Be Provided by Consultant to County:**  
**2.1 SharePoint deployment**

Security

- Creation of SharePoint groups according to industry standard best practices.
- Correct security settings on a user level for internal 'wilco.org', external authenticated, and external anonymous users based on required access.
- Create a security plan that deals with user migration, default levels of access, and other industry standard best practices.
- Achieve HIPAA (Health Insurance Portability and Accountability Act), CJIS (Criminal Justice Information Systems), and FERPA (Family Educational Rights and Privacy) compliant security levels on necessary sites and apps.
- Secure site content to industry standard best practices.

#### Maintenance

- Recovery plan documented based on Microsoft's backup methods.
- Create a plan to deal and react with Microsoft updates and revisions.

#### DNS/Domain

- Use a purchased domain name for internal SharePoint site.
- Use a purchased domain name for external SharePoint site.
- Allow both SharePoint sites to authenticate via 'wilco.org' Active Directory Single Sign On and Williamson County created external user cloud accounts.

#### Design

- Create a method for a newly created user account to have a custom default MySite template assigned automatically upon account creation.
- Integrate industry standard best practice metadata model.

### 2.2 Microsoft Office O365

#### Design



- Pilot program model complete with pilot implementation, testing, and final launch phases. Testing would be against currently used county applications and business processes.

### 2.3 Development of Data Applications in SharePoint 2013 by June 30, 2014

- Development of SharePoint 2013 system that captures FERPA and HIPAA compliant data.
- Multiple tiers of user access
- SharePoint friendly reporting options
- Setup of authenticated external users not on 'wilco.org'
- Integration of records and weekly transaction logs
- Custom form submission into SharePoint

## 3. Fee Structure:

This section specifies the fees and payment terms for the above described Service and Deliverables:

Service	Hourly Rate
Phase 1 :Define and Design (21 Hours)	\$125 per hour

Deliverables	Amount
Phase2:Install,Configure,Testing,Trainiaing and Deployment(approx.400 hours or TBD)	\$125 per hour

**4. Not-to-Exceed Amount:**

The maximum amount payable by County for all Time and Materials and all out-of-pocket expenses and travel expenses under this SOW, without written modification agreed to in writing by both parties, shall not exceed \$60,000

**5. Time for Performance:**

The service to be performed under this SOW shall be from May 12, 2014 through September 30, 2014.

**6. Incorporation by Reference; Conflicting Terms and Conditions:**

All terms and conditions of the Agreement are hereby incorporated herein by reference as though they were fully set forth herein. To the extent that any of the terms and conditions of the Agreement conflict with the terms and conditions of this SOW, the terms and conditions of the Agreement shall control.

**Commissioners Court - Regular Session****29.****Meeting Date:** 05/13/2014

Advertisement and Setting date Tiger Trail

**Submitted By:** Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on authorizing advertising and setting date of June 10, 2014 at 3:30PM in the Purchasing Department to receive bids for Tiger Trail Storm Drain Construction, IFB#14IFB00227 for Road and Bridge.

**Background**

Williamson County is seeking qualified companies to provide materials, experienced construction crews and equipment to repair the storm drain system at the intersection of Tiger Trail and Bluebonnet Drive. The estimated time of final completion is ten (10) calendar days at engineer's estimated cost of \$30,000.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**

[bid packageTiger Trail](#)

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 05/09/2014

**Reviewed By**

Wendy Coco

**Date**

05/09/2014 01:45 PM

Started On: 05/08/2014 11:25 AM



2014  
**Williamson County**  
INVITATION FOR BID

**Tiger Trail Storm Drain Construction**

**Bid # 14IFB00227**

***Williamson County Purchasing  
Department  
901 S. Austin Avenue  
Georgetown, TX. 78626  
[www.wilco.org/Purchasing](http://www.wilco.org/Purchasing)  
512-943-3553***

**Submission Deadline: Tuesday, June 10, 2014 at 3:30 PM**



**New 2-Step Bid Process**

## **FOR BID #14IFB00227 Table of Contents**

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	I. Presumptive Contract Form (Schedule “I”)	<b>Page 44</b>



### **Important Information:**

This is a two (2) step bid process.<sup>1</sup>

Step 1 - contains information relative to the only submission you are required to make by the deadline:

**Tuesday June 10, 2014 at 3:30 PM**

Step 2 – contains the following information:

- Standard Terms and Conditions
- General Instructions
- Bid Format
- Important Schedules that will be required to be submitted in Step 2. This information may be required from you if the bid we receive from you in Step 1 is the 'apparent' lowest and best bid submitted.

Please be aware that BOTH Steps 1 and 2 contain IMPORTANT information that is an integral part of this IFB and will be a part of any resulting agreement.

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<sup>1</sup> Not to be confused with the "Alternative Multistep Competitive Proposal Procedure" set forth in Tex. Loc. Gov't Code § 262.0295—that section involves a situation where it is not practical to set forth specifications and mandates use of Request for Proposals. Specifications for this project are set forth in Exhibit "A".

# STEP 1

Step 1 allows us to gather the bid information necessary to determine who has submitted the 'apparent' lowest bid. It includes:

- the Signed and Completed Bid Form (Price Sheet – Schedule “A”)
- Bid Bond
- required documents and information listed in the bid package in Schedule “C”
- Submitted to:
  - the designated location
  - by the designated deadline

Be sure and read the technical specifications closely prior to submitting your offer to the county. These technical specifications are found in Schedule “B” of this IFB.

That's it – you will have completed the initial step of the bidding process.

So, what happens next?



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**INVITATION FOR BIDS (IFB)**  
**-Public Announcement and General Information-**

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**TIGER TRAIL STORM DRAIN CONSTRUCTION**

**Bid # 14IFB00227**

**BIDS MUST BE RECEIVED ON OR BEFORE:**

**Tuesday June 10, 2014 at 3:30 PM**

**BIDS WILL BE PUBLICLY OPENED:**

**Tuesday June 10, 2014 at 3:30 PM**

**MANDATORY PRE-BID**

**Wednesday, May 28 2014 at 2:00 PM**

**Williamson County Road & Bridge Facility, 3151 SE Inner Loop, Ste. B**  
**Georgetown, TX 78626**

Williamson County is seeking qualified companies to provide materials, experienced construction crews and equipment to repair the storm drain system at the intersection of Tiger Trail and Bluebonnet Drive. The estimated time of final completion is ten (10) calendar days at engineer's estimated cost of \$30,000.

**BID SUBMISSION**

Notice is hereby given that sealed Bids will be accepted by the Williamson County Purchasing Department for Bid # 14IFB00227, Tiger Trail Storm Drain. 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, 901 South Austin Avenue, Georgetown, TX 78626, with the Bid number and Bid name marked on the outside of the envelope. Bidders should forward one (1) original, and two (2) copies 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:** Tiger Tail Storm Drain  
**BID NO:** Bid # 14IFB00227  
**DUE DATE/TIME:** Tuesday March June 10, 2014 at 3:30 PM

**MAIL OR DELIVER TO:** Williamson County Purchasing Department  
Attn: Tiger Trail Storm Drain, Bid # 14IFB00227  
901 South Austin Avenue  
Georgetown, TX 78626



**All Bidders interested in submitting a BID must attend the Mandatory Pre-bid Conference on **May 28, 2014 at 2:00 PM** at:**

**Williamson County Road and Bridge Facility, 3151 SE Inner Loop, Ste. B Georgetown, TX.  
There will be a sign-in form at this meeting to verify attendance.**

Any questions, clarifications or requests for general information should be directed to the contact listed below:

Assistant Purchasing Agent  
901 South Austin Avenue  
Georgetown, TX 78626  
[purchase@wilco.org](mailto:purchase@wilco.org)

**Questions must be submitted via email, and are due by 5PM CST on **Monday, June 2nd, 2014**.** 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. The items listed below are an important part of this Bid:

- Bidders are strongly encouraged to carefully read the entire IFB.
- Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
- 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 in the 'Public Announcement and General Information' provided above. 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.
- Contract Administration

**J. Terron Evertson**, P.E. (or successor), Director of Road and Bridge, Williamson County 3151 South East Inner Loop, Suite B, Georgetown, Texas 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.

The **Bidder's Bid, and all IFB requirements** listed as 'Mandatory' **will need to be submitted in accordance with Schedule "C" of this IFB package.** Failure to fully complete and return required forms/affidavits/documents required by this IFB in accordance with the information provided in Schedule "C" may, at Williamson County's sole discretion, render your Bid null and void.

**HOURS FOR THE WILLIAMSON COUNTY PURCHASING DEPARTMENT ARE 8:00 AM – 12:00 PM AND 1:00 PM – 5:00 PM CENTRAL TIME MONDAY – FRIDAY, EXCLUDING COUNTY HOLIDAYS. THE PURCHASING DEPARTMENT IS CLOSED DURING LUNCH FROM 12:00PM – 1:00PM.**

## **STEP 1**

**-This is the ONLY Item Required to be submitted before the deadline of:**

**TUESDAY June 10, 2014 AT 3:30 PM-**

### **SCHEDULE "A"** **PRICE SHEET**

**-REQUIRED AS A PART OF STEP 1-**

## **TIGER TRAIL STORM DRAIN CONSTRUCTION**

**THIS FORM MUST BE COMPLETED AND RETURNED BY THE DEADLINE OF:**

**Tuesday June 10, 2014 at 3:30 PM**

The undersigned Bidder, having become familiar with this IFB agrees to furnish the goods and/or services in accordance with this IFB.

Bidder shall state Unit Price and Total Cost amount for each unit item.

### **Estimate of Quantities** **Tiger Trail/BlueBonnet Storm Drain Construction** **Williamson County - Round Rock, Texas**

ITEM	NO	DESCRIPTION	UNITS	QTY	Unit Price	Cost
110	2001	EXCAVATION (ROADWAY)	CY	41		
340	2004	D-GR HMA TY A PG 64-22	TON	13.00		
340	2106	D-GR HMA TY D PG 64-22	TON	5.00		
401	2001	FLOWABLE BACKFILL	CY	13.00		
420	2037	CL C CONC (VALLEY GUTTER)	SY	19.00		
464	2006	RC PIPE (CL III)(27 IN)	LF	16.00		
465	2152	MANH (COMPL)(RISER, RING AND MANHOLE)	EA	1.00		
500	2001	MOBILIZATION	LS	1		
502	2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	0.5		
529	2004	CONC CURB & GUTTER (TY II)	LF	5.00		
				Total		

## **Schedule “A” – continued**

Tiger Trail Storm Drain 14IFB00227

The undersigned hereby certifies that he or she has read the terms of this IFB and understands that this Price Sheet (Schedule “A”) is a part of a complete IFB package which he or she has carefully read and understands. The undersigned acknowledges that Williamson County reserves the right to waive any informality in or to reject any or all Bids. The undersigned further agrees that this bid is valid for ninety (90) calendar days from the deadline for submittal of bid to Williamson County.

Bidder

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name (please print): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title or Representative Capacity of Signer: \_\_\_\_\_

State of Incorporation/Organization or Primary Place of Business: \_\_\_\_\_

## **Schedule “B”**

### **BID SPECIFICATIONS**

#### **General Notes**

Unless set forth otherwise, all Work performed shall comply with requirements which pertain to the various items of Work included as *Standard Specification for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted June 1, 2004, 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 Successful Bidder will be required to maintain a minimum of one through lane in each direction during construction of storm drain, except with written approval by the Inspector.

A minimum of 24 hours of notice shall be given to the Successful Bidder prior to commencing any work.

Provide a smooth, clean sawcut along the existing asphalt pavement structure, as directed. Consider subsidiary to the pertinent Items.

All accepted “Dense-Graded Hot-Mix Asphalt” (Type D) and (Type A) will be measured by the ton of composite hot mix, which includes asphalt, aggregate, and additives.

County will pay to the Successful Bidder, for the satisfactory performance of the work, a specified unit price per square yard of valley gutter, per cubic yard of excavation, and flowable backfill, per ton of hot mix, per linear-foot of RCP and curb and gutter and per each of manhole riser and ring. This price shall be full compensation for furnishing all labor, equipment, time, materials and incidentals necessary to complete the Work. Surface preparation and cleaning shall be considered a part of the work and will not be measured or paid in addition to the above stated unit price.

All construction equipment involved in roadway work shall be equipped with a permanently mounted 360 degree revolving or strobe warning light with amber lens. This light shall have a minimum lens height of 5 inches and a diameter of 5 inches.

This light 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 Successful Bidder shall be liable for the repair and restoration of any property

damaged as a result of the Successful Bidder's prosecution of the work.

This shall include, but is not limited to, re-vegetation of all areas damaged or destroyed by construction. Successful Bidder 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.

Successful Bidder's equipment and vehicles shall not be maintained on-site during construction, except at designated sites as approved by the Inspector.

The Successful Bidder actor may be required to trim and remove brush and trees in order to construct the project or to provide a vertical clearance of at least 12 feet. For this operation, the method shall be approved by the Inspector.

An English-speaking Superintendent shall be available on the project at all times when work is being performed. The Successful Bidder shall provide the Inspector with contact information for the Superintendent.

#### **ITEM 8 – PROSECUTION AND PROGRESS**

Disincentive for failure to substantially complete the work within the allotted time will be applied.

The road-user cost liquidated damages is \$300 per calendar day.

#### **ITEM 110 – EXCAVATION**

The Successful Bidder must comply with OSHA standards for open trench excavation protection. If any open trench excavation protection means are used, this will not be paid for directly but will be subsidiary to Item 110.

The Successful Bidder shall furnish a steel plate to cover up the excavation of the roadway at the end of each day. The steel plate must be able to handle traffic loading. The steel plate will not be paid for directly but will be subsidiary to Item 110.

#### **ITEM 340 - DENSE-GRADED HOT-MIX ASPHALT (METHOD)**

Provide mixture Type A using PG binder 64-22.

Provide mixture Type D using PG binder 64-22.

Target laboratory molded density is 96.5% for all mixtures without RAP and when using a Texas Gyrotory Compactor (TGC) for designing the mixture.

When using Superpave Gyratory Compactor (SGC) to design mixtures, submit the SGC mix design to the Engineer for approval.

All mixtures must meet the Hamburg requirement as stated in the table below.

<b><u>High-Temperature Binder Grade</u></b>	<b><u>Test Method</u></b>	<b>Hamburg Wheel Test Requirements <sup>1</sup></b>
		<b><u>Minimum # of Passes @ 0.5" Rut Depth, Tested @122°F</u></b>
PG 64 or lower	Tex-242-F	7,000
PG 70	Tex-242-F	15,000
PG 76 or higher	Tex-242-F	20,000

1. The Engineer may accept Hamburg Wheel test results for production and placement if no more than 1 of the 5 most recent tests is below the specified number of passes and the failing test is no more than 2,000 passes below the specified number of passes.

Submit any proposed adjustments or changes to a job mix formula to the Engineer before production of the new job mix formula.

The Successful Bidder is not permitted to use RAS (Recycled Asphalt Shingles) as part of hot mix.

The Successful Bidder shall provide saw cutting where necessary. This shall not be paid for directly, but shall be considered subsidiary to Bid Item Dense-Graded Hot Mix Asphalt.

If the work zone area goes beyond the existing valley gutter, the Successful Bidder shall replace existing top surface with HMAC Type D. See plan sheet for more detail.

Perform work during appropriate weather conditions, unless otherwise directed. If work is performed at the Successful Bidder's option, during, or prior to, inclement weather conditions, and the work is damaged, the Successful Bidder is responsible for all costs associated with replacing the work.

#### **ITEM 401 – FLOWABLE BACKFILL**

The Successful Bidder shall provide flowable backfill as shown on plans. The flowable backfill will be placed on top of the compacted granular material and before the proposed HMAC Type A (Blackbase).

#### **ITEM 420 – CONCRETE STRUCTURES**

The Successful Bidder shall replace all existing valley gutter as shown on plans and/or damaged during construction.

#### **ITEM 464 – REINFORCED CONCRETE PIPE**

The Successful Bidder shall remove all existing reinforced concrete pipe that has been clogged by the debris, this will not be paid for directly but will be subsidiary to Item 464.

The Successful Bidder shall provide compacted granular material that surrounds the proposed 27" RCP and manhole riser as shown on plans. The granular material will not be paid for directly but will be subsidiary to Item 464 (estimated quantity is 21 CY).

#### **ITEM 465 – MANHOLES AND INLETS**

The Successful Bidder shall replace the riser section of the manhole, ring and cover. The ring and manhole cover will not be paid for directly but will be subsidiary to Item 465.

#### **ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING**

Successful Bidder shall provide all traffic control measures to prosecute the work and to ensure a minimum inconvenience to traffic around the construction area. Should the Successful Bidder's traffic control measures be found unsatisfactory by the Engineer or Inspector, construction operations will cease.

The Traffic Control Plan (TCP) for this project shall be as detailed on TxDOT standard plan sheet TCP (1-3)-12 and the Texas Manual on Uniform Traffic Control Devices.

Take immediate action to modify Closures / Traffic Control, if at any time backup (roadway queuing) becomes unreasonable (greater than 10 minutes). Have in place a contingency plan of how this will occur.

Do not set up any Lane Closure / TCP when the pavement is wet prior to the "setup," unless otherwise directed. Revise Traffic Control, when inclement weather is imminent, as directed.

Incorporate and maintain a 3H: 1V safety wedge into the proposed construction for any roadway edge of 2 inches or greater adjacent to a roadway under traffic.

Within the limits of the project, provide standard barricades, warning signs, delineators, lights, 28-inch cones, and flaggers in sufficient numbers and combinations, as directed.

Use a minimum of 2 flaggers at the intersection of Tiger Trail and Bluebonnet Drive. Flaggers must comply with all requirements outlined in TxDOT Specification Item 502.2B. This shall not be paid for directly, but shall be considered subsidiary to bid Item 502.

Maintain access to all streets and driveways at all times, unless otherwise approved. Consider subsidiary to the pertinent Items.

Maintain enough workers to revise traffic control as directed.

Cover or remove any existing sign(s), which conflict with temporary traffic control operations. Install all permanent signs, delineation, and object markers necessary for the operation of any roadway before opening that section of roadway to traffic, regardless of the phase during which the roadway construction occurs. Erect the signs on temporary mounts until the permanent mounts are installed. Consider any costs associated with the temporary mounts subsidiary. Repair or replace any signs which are damaged by the Successful Bidder's operations during construction or which are deemed not sufficient. The Engineer will be the sole judge of the adequacy of the sign(s). Consider this work subsidiary to the pertinent Items.

Maintain Sandbags that are used for ballast, as directed. Consider subsidiary to the pertinent Items.

Successful Bidder shall schedule work so that all lanes are open to traffic at night (after 3:00 P.M.), unless otherwise approved.

#### **ITEM 529 – CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER**

The Successful Bidder shall replace all existing curb and gutter as shown on plans and/or damaged during construction.

#### **GOVERNING SPECIFICATIONS (STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)**

WHERE DISCREPANCIES OCCUR BETWEEN THE VARIOUS GOVERNING SPECIFICATIONS, THE SPECIAL PROVISIONS SHALL GOVERN OVER BOTH STANDARD SPECIFICATIONS AND SPECIAL SPECIFICATIONS.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION JUNE 1, 2004. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 – 9 ARE SUPERSEDED BY THE CONTRACT GENERAL AND SPECIAL CONDITIONS, WHERE APPLICABLE. WHEREVER, IN THE TXDOT STANDARD SPECIFICATIONS, REFERENCE IS MADE TO THE STATE OF TEXAS, THE DEPARTMENT AND ITS REPRESENTATIVES, SUCH REFERENCE SHALL BE TAKEN TO MEAN WILLIAMSON COUNTY AND ITS REPRESENTATIVES.

ITEM 110 EXCAVATION (400)  
ITEM 340 DENSE-GRADED HOT-MIX ASPHALT (METHOD) (300)(301)(320)  
ITEM 401 FLOWABLE BACKFILL



ITEM 420 CONCRETE STRUCTURES  
ITEM 464 REINFORCED CONCRETE PIPE  
ITEM 465 MANHOLES AND INLETS  
ITEM 500 MOBILIZATION  
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING  
ITEM 529 CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS ARE  
INCLUDED ON THE FOLLOWING PAGES.

SPECIAL PROVISION TO ITEM 300 (300-008)  
SPECIAL PROVISION TO ITEM 300 (300-039)  
SPECIAL PROVISION TO ITEM 340 (340-002)  
SPECIAL PROVISION TO ITEM 464 (464-006)  
SPECIAL PROVISION TO ITEM 465 (465-001)

**Exhibit A - Special Provisions**

**Exhibit B – Technical Plans**

# STEP 2

Step 2 is the Purchasing Department's administrative review process where we will gather the required documents and information from the 'apparent' lowest bidder. These are required for us to proceed to a final contract. Examples of this documentation and information would be a conflict of interest statement, insurance documents, etc.

If your offer is determined to be the 'apparent' lowest offer, then you will be contacted by a purchasing representative to provide the required documents and information. You will also be given a deadline for which to provide this additional information. If the purchasing representative does not secure the required documents and information by the given day and time your bid will be rejected and the next lowest and best bidder will be contacted to provide the same required type documents and information.

If an ensuing Agreement is required a purchasing representative will contact you to obtain the necessary Agreement. A deadline will be given for which this contract must be completed. When this document is secured the purchasing representative will place an item on the Commissioners' Court agenda for consideration and approval of the award.

## **Schedule "C"**

### **Special Note:**

The 'Schedules' listed below are an integral part of the agreement that will be formed if the Williamson County Commissioners Court accepts your Offer/Bid as the Best Value Bid submitted. These 'Schedules' are to be submitted in the order and timing that is provided in this Schedule ("C") of this IFB. If you have any questions please contact the purchasing representative listed below:

Assistant Purchasing Agent  
Attn: Tiger Trail Storm Drain\_  
[purchase@wilco.org](mailto:purchase@wilco.org)  
512-943-3553

## **ORDER AND TIMING FOR ITEMS TO BE SUBMITTED**

### Schedule for Submission:

#### **Step 1**

Mandatory items to be submitted by the designated deadline:

- Schedule "A" Price Sheet
- Bidder's Bond as specified in section 3.2.40

Note: All forms listed above MUST be submitted by the deadline: **Tuesday June 10, 2014 at 3:30 PM.** These forms MUST be signed by an authorized representative of the entity submitting the bid.

#### **Step 2**

Mandatory Items to be submitted prior to recommendation for contract award. *(To be submitted by the 'apparent' lowest bid only – and when requested by the Purchasing Department)*

- Schedule "D" (Bidder References);
- Schedule "E" (Conflict of Interest Questionnaire)
- Schedule "F" (Bid Affidavit)
- Schedule "H" (Other Mandatory Documentation: Certificates of Insurance, Performance, Payment Bond, Warranty Bond, Assumed Name Certificate, and Pending or Anticipated Litigation Information)

- Schedule "I" (Ensuing Agreement/Presumptive Contract Form)



## **BID SUBMITTAL CHECKLIST**

**PLEASE READ AND COMPLETE THIS "BID SUBMITTAL CHECKLIST". USE THIS CHECKLIST TO ASSURE THAT ALL BID REQUIREMENTS HAVE BEEN MET.**

The Bidder's attention is especially called to the items listed below, which should be submitted in accordance with Schedule "C" of this IFB.

Failure to submit any of the documents listed in Schedule "C" when required, or failure to acknowledge any addendum in writing as required by Schedule "C", 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.

### **STEP 1 ITEMS AS DESCRIBED IN SCHEDULE "C"**

#### **ITEMS TO BE SUBMITTED WITH YOUR BID BY THE DEADLINE**

- ☐ Price Sheet forms – Schedule "A"
- ☐ Bidder's Bond
- ☐ **Authorized Signature** on Price Sheet forms
- ☐ Submitted by the Designated Deadline Tuesday **June 10, 2014 at 3:30 PM**
- ☐ One (1) original, two (2) copies of the Bid mailed to or delivered on or before the Bid submittal deadline, to the Williamson County Purchasing Department, 901 South Austin Avenue Georgetown, TX 78626

### **STEP 2 ITEMS AS DESCRIBED IN SCHEDULE "C"**

#### ***ADDITIONAL ITEMS THAT WILL BE REQUIRED IF YOUR BID IS DETERMINED TO BE THE APPARENT LOWEST BID SUBMITTED. THESE ITEMS WILL BE REQUIRED PRIOR TO YOUR BID BEING RECOMMENDED FOR CONTRACT AWARD***

- ☐ References - Schedule "D": Identification of entities if possible for which the Bidder is providing or has provided product/services of the type requested
- ☐ Conflict of Interest Disclosure Statement (Schedule "E")
- ☐ Bid Affidavit and Acknowledgement of Addenda (Schedule "F")
- ☐ Performance Bond
- ☐ Payment Bond
- ☐ Warranty Bond
- ☐ File copy of **Assumed Name Certificate** <https://deed.wilco.org/RealEstate/searchentry.aspx?cabinet=opr>  
*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.*
- ☐ Agreement
- ☐ Any additional documents and information that is listed in Schedule "C" of this IFB.
  - FAILURE BY BIDDER TO INCLUDE ALL LISTED ITEMS IN ACCORDANCE WITH SCHEDULE "C" OF THIS IFB MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS BID.
  - PROVIDE ALL INFORMATION IN ACCORDANCE WITH SCHEDULE "C" OF THIS IFB TO ENSURE CONSIDERATION OF YOUR BID.

## **1.0 INSTRUCTIONS AND GENERAL REQUIREMENTS RELATED TO THIS BID**

**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.

### **1.1 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.

### **1.2 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.

### **1.3 Bid Preparation Cost**

Cost of developing Bids is entirely the responsibility of Bidders and shall not be charged to Williamson County.

### **1.4 Signature of Bidder**

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 **in accordance with Schedule "C" of this IFB**.

### **1.5 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, **in accordance with Schedule "C" of this IFB**.

## **1.6 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.

## **1.7 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.

## **1.8 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 of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

## **1.9 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.

To award the lowest responsible bidder in accordance with Texas Government Code and Local Government Code, Williamson County may consider, to the extent allowed by law, the following:

- 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 sixty (60) 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>

## **1.10 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 that can be determined thru references provided
- d) have a satisfactory record of performance with Williamson County; and
- e) 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.

## **1.11 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.

## **1.12 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.

## **1.13 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.

## **1.14 References**



Williamson County requires Bidder to supply a list of references where like services and/or goods have been supplied by their firm. References should be provided in accordance with Schedule "C" of this IFB.

## **2.0 BID FORMAT AND SUBMISSION**

### **2.1 Organization of Bid Contents for Submittal**

Each Bid should be organized and items submitted in the order described in Schedule “C” of this IFB. Schedule “C” of this IFB lists the order and timing for mandatory items to be received by the County.

### **2.2 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 in accordance with Schedule “C” of this IFB. The Conflict of Interest Statement is attached as Schedule “E” to this IFB.**

### **2.3 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.

### **2.4 Bid Submittal Deadline**

The Bid is due no later than the submittal date and time set forth in the ‘Public Announcement and General Information’ listed above for this IFB. Contents of each Bid shall be submitted in accordance with Schedule “C” of this IFB.

### **2.5 Delivery of Bids**

All Bids are to be delivered on or before the submittal deadline, as noted in the ‘Public Announcement and General Information’ listed above for this IFB, to:

Williamson County Purchasing Department  
Attn: - Bid # 14IFB00227 Tiger Trail Storm Drain  
901 South Austin Avenue  
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, and two (2) copies of their Bid. Bids will be opened publicly and read aloud. In the case of an RFP (Request for Proposal) submissions may be recognized in a manner to avoid public disclosure of contents; however, names of Bidders will then 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 OUTLINED IN SCHEDULE "C" OF THIS IFB MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS BID.**

## **Schedule "D"**

### **Bidder References**

Tiger Trail Storm Drain

-Required as a part of Step 2-

**THIS FORM MUST BE COMPLETED AND RETURNED IN ACCORDANCE WITH SCHEDULE "C" OF THIS IFB**

List the **last (3) companies or governmental agencies**, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

#### Reference1

Client Name: \_\_\_\_\_ Location: \_\_\_\_\_  
City or County

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contract Dates: \_\_\_\_\_ Contract Value: \$ \_\_\_\_\_

Start

End

Scope of Work: \_\_\_\_\_

#### Reference2

Client Name: \_\_\_\_\_ Location: \_\_\_\_\_  
City or County

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contract Dates: \_\_\_\_\_ Contract Value: \$ \_\_\_\_\_

Start

End

Scope of Work: \_\_\_\_\_

#### Reference3

Client Name: \_\_\_\_\_ Location: \_\_\_\_\_  
City or County

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contract Dates: \_\_\_\_\_ Contract Value: \$ \_\_\_\_\_

Start

End

Scope of Work: \_\_\_\_\_

# **SCHEDULE “E”**

## **CONFLICT OF INTEREST QUESTIONNAIRE**

<b>For Bidder or other person doing business with local government entity</b>	
<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 7<sup>th</sup> 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>	<b>OFFICE USE ONLY</b>
1. Name of person doing business with local governmental entity.	
2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (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 7 <sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
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.	
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.	
<div style="display: flex; justify-content: space-between;"> <div> <b>CONFLICT OF INTEREST QUESTIONNAIRE</b>  <b>CIQ</b> </div> <div> <b>FORM</b> </div> </div>	

**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\_\_\_\_

**SCHEDULE "F"**  
**BID AFFIDAVIT/ACKNOWLEDGMENT OF ADDENDA**  
Tiger Trail Storm Drain

**ACKNOWLEDGMENT OF ADDENDA**

**BIDDER 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 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: \_\_\_\_\_

Email: \_\_\_\_\_ 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 \_\_\_\_\_



# **SCHEDULE “G”**

## **STANDARD TERMS AND CONDITIONS**

### **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.

### **3.1 DEFINITIONS**

#### **3.2 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” – The completed and signed bid form referred to as the Schedule “A” Price Sheet and ALL required forms and documentation listed in the bid package which have been submitted in accordance with the terms and conditions described in Schedule “C” of the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.
- 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.
- i. “County”- Williamson County acting through the Road and Bridge Division
- j. “Asphalt Season”-April 1 through September 30
- k. “Contractor”-Successful bidder of the IFB
- l. “Engineer”-Williamson County Director of Road and Bridge, or designee
- m. “Inspector”-Engineer, or designee, supplied full time or part time to the contractor’s crew for the oversight of the work
- n. “Specifications”-Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2004
- o. “TxDOT”-Texas Department of Transportation

### **3.3 TERMS AND CONDITIONS**

#### **3.3.1 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.

### **3.3.2 Incorporation by Reference and Precedence**

The Contract shall be derived from (1) the IFB and its Schedules; 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 Schedules; 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 Schedules; 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.

### **3.3.3 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.

### **3.3.4 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.

### **3.3.5 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.

### **3.3.6 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.

### **3.3.7 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.

### **3.3.8 Termination**

#### **3.3.8.1 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.

#### **3.3.8.2 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.

#### **3.3.9 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.

#### **3.3.10 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.

### **3.3.11 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.

### **3.3.12 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).

### **3.3.13 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.

### **3.3.14 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 (15<sup>TH</sup>) 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.

### **3.3.15 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.

### **3.3.16 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.

### **3.3.17 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.

### **3.3.18 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.

### **3.3.19 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.

### **3.3.20 Equal Opportunity**

Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

### **3.3.21 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  
Purchasing Agent  
901 South Austin Avenue  
Georgetown, Texas 78626

Bidder: Address set out in Schedule "F" referred to as the Bid Affidavit.

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.

### **3.3.22 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.

### **3.3.23 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.

### **3.3.24 Incorporation of Schedules, Exhibits, Appendices and Attachments**

All of the Schedules, Exhibits, Appendices and Attachments referred to herein are incorporated

by reference as if set forth verbatim herein.

### **3.3.25 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.

### **3.3.26 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.

### **3.3.27 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.

### **3.3.28 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.

### **3.3.29 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.

### **3.3.30 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.

### **3.3.31 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.

### **3.3.32 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. If an ensuing Agreement is required under this IFB, information relative to the Agreement will be located in Schedule "C" of the IFB.

### **3.3.33 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.

### **3.3.34 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.

### **3.3.35 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.

### **3.3.36 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 (21<sup>st</sup>) 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](mailto:accountspayable@wilco.org), 512-943-1500.

### 3.3.37 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.

**If an ensuing Agreement is required by this IFB, that information will be provided in Schedule "C".** The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of recommendation for award. The ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, 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. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement before submitting a Bid. Again, the attached Agreement contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign

aforesaid Agreement shall be grounds for Williamson County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

### 3.3.38 Contract Term

The Contract Period is the date of award through final completion of project. This project is to be substantially completed seven (7) calendar days after County's Notice to Proceed with the work and finally completed within ten (10) calendar days after County's Notice to Proceed.

The Contractor will be given written notice to begin work on this project. Work on this project shall begin within ten (10) calendar days after such notification. Contract shall continue for ten (10) calendar days (as defined in bid specifications) after mobilization.

Liquidated damages for failure to substantially complete the work within the allotted time will be applied. The road-user cost Liquidated damages are \$300 per calendar day.

### 3.3.39 Performance and Payment Bonds

**To the extent this IFB is for the procurement of a public work contract, bonding information will appear in Schedule "C" and the following shall apply:**

Chapter 262.032 of the Texas Local Government Code governs the requirements for performance bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract.

Chapter 2253.021 of the Texas Government Code governs the requirements for payment bonds for government entities making public work contracts. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract.

The bonds are to be executed and delivered to the County **prior to being recommended for award of the Contract**. The bonds must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. For unit price contracts, the total contract price shall be estimated and calculated by multiplying the estimated quantities to the Bidder's unit bid price.

If the public works contract is less than \$50,000, the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the County.

### 3.3.40 Bidders Bond

All Bids requiring a Bid Bond shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to Williamson County, or a bid bond in the same amount from a reliable surety company, as a guarantee that the Bidder will enter into a contract and **execute and deliver to the County performance and payment bonds prior to being recommended for award of the Contract. Bid guarantees must be submitted in the same sealed envelope with the Bid.** Bids submitted without check or bid bonds will not be considered. For unit price contracts, the total maximum bid price shall be estimated and calculated by multiplying the estimated quantities to the unit bid price. **The requirements for Bid Bond submission will be listed in Schedule "C" of this IFB.**

### 3.3.41 Warranty Bond

**When a Warranty Bond is required it shall be submitted by the Successful Bidder prior to being awarded the Contract**, and shall be in the amount of **20% of the total project construction cost**. This Warranty Bond shall be security for the true and faithful performance of all warranties for 1 year from the date of final payment. For unit price contracts, the total project construction cost shall be estimated and calculated by multiplying the estimated quantities to the bidder's unit bid price. **The requirement for a Warranty Bond will be listed in Schedule "C" of this IFB.**

### 3.3.42 Insurance Requirements

The Successful Bidder agrees to maintain insurance requirements as set forth in Schedule "C".

Successful Bidder will be required to submit Certificates of Insurance **prior to being awarded the Contract**. A copy of the issued policy should be submitted to the Purchasing Department within 60 days of the contract award date.

All certificates of insurance coverage as specified below must be provided to Williamson County at the following address:

Williamson County  
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 between the Successful Bidder and County.

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.

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.

#### **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 name and address prior to beginning work:

Assistant Purchasing Agent (or successor)  
Williamson County Purchasing Department  
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

### **3.3.43 Legal Liability Information**

The Successful Bidder shall disclose all legal liability information by listing any pending litigation or anticipated litigation that your firm is involved in, including but not limited to, potential or actual legal matters with private parties and any local, State, Federal or international governmental entities. Williamson County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Williamson County Commissioners Court.

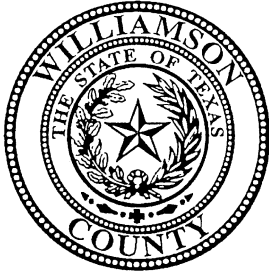
## **Schedule “H”**

### **LIST OF OTHER MANDATORY DOCUMENTATION**

- **Certificates of Insurance;**
- **Performance and Payment Bond; and**
- **Assumed Name Certificate**
- Pending or Anticipated Litigation Information (as mandated by Section 3.3.43 of the Standard Terms & Conditions)



## Schedule "I"



### Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and [REDACTED] ("Contractor") is entered into in accordance with the following terms and conditions:

**ARTICLE 1 SCOPE OF WORK:** The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

**As described in the Invitation for Bid #14IFB00227 Tiger Trail Storm Drain, including the specifications set forth in the attached Exhibit "A", which is incorporated herein as if copied in full.**

**ARTICLE 2 CONTRACT PRICE:** Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of [REDACTED] (\$) in accordance with the terms and conditions of this Agreement.

**ARTICLE 3 PLANS AND SPECIFICATIONS:** The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

**As described in the Invitation for Bid #14IFB00227, including Exhibit A and B, which is incorporated herein as if copied in full.**

[REDACTED]

**Additional Work:** Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

#### ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

**4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the**

date of such instruction.

**4.2 Substantial Completion.** “Substantial Completion” means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner’s opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner’s Designated Representative (sometimes referred to as the “ODR”) and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner’s part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner’s Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: Seven (7) calendar days after the date of County’s Notice to Proceed.

**4.3 Final Completion.** The Work shall be fully and finally completed within Ten 10 calendar days the date of County’s Notice to Proceed; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

**4.4 Liquidated Damages.** For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of Three Hundred Dollars per day (\$300.00/day) from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner’s actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

## ARTICLE 5 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 (21<sup>st</sup>) 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](mailto:accountspayable@wilco.org), 512-943-1500.

## ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

**6.1** Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor 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 Owner in accordance with Owner's requirements and procedures. Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

**6.2** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. 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.

**6.3** Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

**6.4** As part of Contractor obligation to coordinate the Work, Contractor shall:

- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
- b. provide an on-site, full-time superintendent for the duration of the Work;
- c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
- d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
- e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
- f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
- g. advise Owner of any tests that should be performed;
- h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
- i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
- j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

**6.5** Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

**6.6** Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

**6.7 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.**

**6.8** Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

**6.9** Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

**COMMISSIONING AND WARRANTY RESPONSIBILITIES**

**6.10** Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

**6.11** Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

**6.12** Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

## ARTICLE 7 OWNER'S RESPONSIBILITIES

### 7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

## ARTICLE 8 INSURANCE AND INDEMNITY

**8.1 Insurance.** The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

**8.1.1** The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability	
a. Worker's Compensation	Statutory	
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 (including premises, completed operations and contractual)	\$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 OCCURRENCE	PER PERSON	PER
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 in the amount of not less than \$1,000,000.

**8.1.2** The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

**8.1.3** Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

**8.1.4** Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

- a. Definitions:
  - (1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-

- 84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.
- (2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
- (3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, 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 in relation to the Work. "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 Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.
- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
- (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; 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 Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 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 in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, 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.
- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if



the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.5** The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

**8.1.6** The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

**8.1.7** The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**8.1.8** The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

**8.1.9** Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

**8.1.10** The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

## **8.2 INDEMNITY.**

**8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF**

OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

**8.3** Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## ARTICLE 9 BONDS

**9.1 Performance Bond.** Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

**9.2 Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

**9.3 Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

## ARTICLE 10 TERMINATION

**10.1 Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

**10.2 Termination for Convenience.** The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor 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 Owner's termination of this Agreement for convenience.

## ARTICLE 11 MISCELLANEOUS PROVISIONS

**11.1 Interest and Late Payments.** Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner'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/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21<sup>st</sup>) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment 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/application for payment is not paid by the appropriate date.

**11.2 Assignment; Successors and Assigns.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**11.3 Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**11.4 Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law

provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

**11.5 Waivers.** No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

**11.6 Interpretation.** In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

**11.7 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**11.8 Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

**11.9 Audits.** Contractor agrees that Owner 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 Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

**11.10 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

**11.11 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 Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner 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.

**11.12 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**11.13 Compliance with Laws.** Contractor 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, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**11.14 Sales and Use Tax Exemption.** Owner 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.

**11.15 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 Owner, 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 information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**11.16 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.

**11.17 Equal Opportunity in Employment.** The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**11.18 Reports of Accidents.** Within 24 hours after Contractor 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 Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor 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 Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, 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 Contractor's performance of work under this Agreement.

**11.19 Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**11.20 Appropriation of Funds by Owner.** Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

**11.21 Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

**11.22 Entire Agreement.** This Agreement, which expressly includes Invitation for Bid #14IFB00227, Standard Terms & Conditions, and Contractor's Bid as if copied here in full, 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 OWNER 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.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

**OWNER:**

WILLIAMSON COUNTY, TEXAS,  
a political subdivision of the state of Texas

**CONTRACTOR:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Party Representatives**

Owner's Designated Representative ("ODR"):

Contractor's Designated Representative:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

**Commissioners Court - Regular Session****30.****Meeting Date:** 05/13/2014

SO Donations 05-13-2014

**Submitted For:** Melanie Denny**Submitted By:** Lisa Moore, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Sheriff's Office Donations:

**Background**

Donations are from a volunteer fundraiser. This donation was approved on the April 8, 2014 Commissioners' Court agenda.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0000.367400	Donations	\$2,441.00	01	

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

County Auditor (Originator)

Form Started By: Lisa Moore

Final Approval Date: 05/07/2014

**Reviewed By**

Wendy Coco

Lisa Moore

**Date**

05/06/2014 04:06 PM

05/07/2014 01:49 PM

Started On: 05/05/2014 01:45 PM

**Commissioners Court - Regular Session****31.****Meeting Date:** 05/13/2014

SO Donations 05-13-2014

**Submitted For:** Melanie Denny**Submitted By:** Lisa Moore, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Sheriff's Office Donations:

**Background**

Donations are from a volunteer fundraiser. This donation was approved on the April 8, 2014 Commissioners' Court agenda.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0560.003671	V. A. Donations	\$2,441.00	01	

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

County Auditor (Originator)

Form Started By: Lisa Moore

Final Approval Date: 05/07/2014

**Reviewed By**

Wendy Coco

Lisa Moore

**Date**

05/06/2014 04:06 PM

05/07/2014 01:49 PM

Started On: 05/06/2014 12:39 PM



**Commissioners Court - Regular Session****32.****Meeting Date:** 05/13/2014

Park Donations BA 05-13-2014

**Submitted For:** Melanie Denny**Submitted By:** Lisa Moore, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for Park Donations:

**Background**

Donations include \$1,650 from the Georgetown Running Club for renovations of the historical compound at Berry Springs Park and Preserve, \$4,030 from the Lonestar Soccer Club of Austin for maintenance for the soccer fields at the County Parks, and numerous contributions from park patrons for firewood.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq	
	0100.0000.367403	Park Donations	\$6,555.00	01	

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

County Auditor (Originator)

Form Started By: Lisa Moore

Final Approval Date: 05/07/2014

**Reviewed By**

Wendy Coco

Lisa Moore

**Date**

05/06/2014 04:06 PM

05/07/2014 01:49 PM

Started On: 05/06/2014 12:45 PM

**Commissioners Court - Regular Session****33.****Meeting Date:** 05/13/2014

Park Donations BA 05-13-2014

**Submitted For:** Melanie Denny**Submitted By:** Lisa Moore, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

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**Information****Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Park Donations:

**Background**

Donations include \$1,650 from the Georgetown Running Club for renovations of the historical compound at Berry Springs Park and Preserve, \$4,030 from the Lonestar Soccer Club of Austin for maintenance for the soccer fields at the County Parks, and numerous contributions from park patrons for firewood.

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0510.003670	Use of Donations	\$6,555.00	01

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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

County Auditor (Originator)

Form Started By: Lisa Moore

Final Approval Date: 05/07/2014

**Reviewed By**

Wendy Coco

Lisa Moore

**Date**

05/06/2014 04:06 PM

05/07/2014 01:49 PM

Started On: 05/06/2014 12:52 PM

**Commissioners Court - Regular Session****34.****Meeting Date:** 05/13/2014

Economic Development

**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**Information****Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

a) Business prospect(s) that may locate or expand within Williamson County.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/08/2014

**Reviewed By**

Wendy Coco

**Date**

05/08/2014 10:41 AM

Started On: 05/08/2014 09:41 AM

**Commissioners Court - Regular Session****35.****Meeting Date:** 05/13/2014

Executive Session

**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

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**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 amendment to TCE on SH 45/O'Connor Blvd.
- d) Discuss proposed acquisition of property for right-of-way for Ronald Reagan Blvd.
- e) Discuss proposed acquisition of property for proposed SH 29 Seward Junction Loop project.
- f) Discuss proposed acquisition of property for right-of-way along CR 170.
- g) Discuss proposed acquisition of property for right-of-way for future parkland in Precinct 2.
- h) Discuss possible acquisition of property with endangered species for mitigation purposes.
- i) Discuss CR 170 overflow pipe facility cost sharing agreement.
- j) Discuss the acquisition of real property: Alcoa. 180.243 acres

2. Property or Real Estate owned by Williamson County

- a) Discuss a transfer of ROW to the State of Texas for Hwy 79 Section 3.
- b) Discuss County owned real estate adjacent to and near RM 2338 at Booty's Crossing.
- c) Discuss County owned real estate on CR 258
- d) Discuss proposed acquisition of land for County Parks.
- e) Discuss proposed acquisition of 89.476 acres by Georgetown Inner Loop.
- f) Discuss proposed sale of 98 acre tract abutting Blue Springs Blvd.

**Background**

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**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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**Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 05/08/2014

**Reviewed By**

Wendy Coco

**Date**

05/08/2014 10:41 AM

Started On: 05/08/2014 09:39 AM