

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
AUGUST 12TH, 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 – 12)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$153,000
To	0100-0425-004134	All Cty Cts/Ct Appt Atty-Misd	\$153,000

6. To discuss and consider approving a line item transfer for Animal Services Dept. (Regional Animal Shelter)

Fiscal Impact

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

From	0545-0545-003006	Office Equipment	400.00
From	0545-0545-003010	Computer Equipment	500.00
From	0545-0545-004976	Animal Disposal	600.00
From	0545-0545-004999	Misc	500.00
To	0545-0545-003200	Medical Supplies	2000.00
From	0545-0545-004100	Professional Services	4500.00
To	0545-0545-004975	Animal Medical Care	4500.00

7. Discuss and consider approving a line item transfer for Emergency Management

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$1,734.19
To	0100-0541-001125	Emerg Mgmt/Longevity	\$1,440.00
To	0100-0541-002010	Emerg Mgmt/FICA	\$110.16
To	0100-0541-002020	Emerg Mgmt/Retirement	\$184.03

8. Discuss, consider and take appropriate action on a line item transfer for Road and Bridge.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005741	Software > \$5,000	\$1,000.00
To	0200-0210-003318	Janitorial Supplies	\$1,000.00
From	0200-0210-005741	Software > \$5,000	\$420.00
To	0200-0210-003005	Office Furniture < \$5,000	\$420.00

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 Santa Rita Ranch Ph 1 Sec 1B subdivision - Pct 3
11. Discuss, consider and take appropriate action on approval of final plat for the Santa Rita Ranch Ph 1 Sec 2A subdivision - Pct 3
12. Discuss, consider and take appropriate action on approval of preliminary plat for the Star Ranch Townhomes subdivision - Pct 4

REGULAR AGENDA

13. Discuss, consider and take appropriate action on the reappointment of Hartley Sappington as Williamson County's representative to the Bluebonnet Trails Board of Trustees.
14. Hear presentation and resolution from the Texas Society Sons of the American Revolution recognizing Dr. Stephen Benold for his dedication to the citizens of Williamson County.
15. To discuss, consider and take appropriate action on the Department of Infrastructure's projects and issues update.
16. Discuss and take appropriate action authorizing the Judge to sign a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program on the Pearson Ranch Road Project.
17. Discuss, consider and take appropriate action on approving a cost reimbursement agreement for a proposed deceleration lane for the Oaks at San Gabriel subdivision - Pct 3
18. Discuss and take appropriate action on a Interlocal Agreement between Williamson County and the City of Round Rock relating to the University Blvd Project.
19. Discuss, consider and take appropriate action on an Order authorizing the Williamson County Judge to execute an Affidavit of Loss and Agreement of Indemnity for the purpose of facilitating the replacement of a Sun Life Financial stock certificate for 1126 shares, represented by certificate number C 0110857.
20. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the City of Round Rock and the County of Williamson State of Texas.
21. Discuss and take appropriate action on ordering the General Election to be held on Tuesday, November 4, 2014.
22. Discuss and take appropriate action on authorizing Williamson County to participate with other political jurisdictions in a joint election on November 4, 2014.
23. Discuss and take appropriate action for establishing the Central Counting Station and appointment of officers to serve at the Central Counting Station in connection with the November 4, 2014, Joint General and Special Elections.
24. Discuss and take appropriate action on the appointment of Judges and Alternate Judges to serve Election Day, November 4, 2014.
25. Discuss, consider, and take appropriate action on correspondence to Allegiance Benefit Plan Management, Inc. regarding termination of Administrative Services Agreement.
26. Discuss 2014-2015 Budget

27. Discuss, consider and take appropriate action on authorizing advertising and setting date of September 10, 2014 at 2:00 PM in the Purchasing Department to receive bids for Williamson County Central Texas Treatment Center Water Line Repairs, Bid# 14IFB00244.
28. Discuss, consider and take appropriate action on authorizing advertising and setting date of September 9, 2014 at 3:00 PM in the Purchasing Department to receive bids for Twin Lakes Park Fog Seal, Bid# 14IFB00243.
29. Discuss, consider and take appropriate action on authorizing advertising and setting date of September 16, 2014 at 3:00 PM in the Purchasing Department to receive proposals for Roadway/Asset Management System (RAMS) Software Phase 1 for Williamson County, 14RFP00225.
30. Discuss, consider and take appropriate action on rejecting bids received for Electronic Plumbing Valve for County Jail Facilities Retrofit, Bid# 14IFB00238.
31. Discuss, consider and take appropriate action on authorizing advertising and setting date of September 10, 2014 at 3:30 PM in the Purchasing Department to receive bids for Electronic Plumbing Valve for County Jail, Bid# 14IFB00245.
32. Discuss, consider and take appropriate action on awarding Concrete Ready Mix to the lowest and best quotes received, Alpha Ready Mix and TXI pursuant to Tex. Loc. Gov't Code § 262.0225(d) and § 262.0245.
33. Consider and take appropriate action on awarding bids received for Repointing of Williamson County Courthouse, Bid# 14IFB00218 to the lowest and best bidder – Sunbelt Building Services, LLC and approving the Construction Agreement for execution.
34. Discuss, consider and take appropriate action on awarding proposals received for Coin-Less Inmate Telephone System, RFP# 14RFP00222 to the best proposal meeting specifications, ICSolutions.
35. Discuss, consider, and take appropriate action on awarding contract for Architectural/Engineering Services at the Williamson County Regional Animal Shelter to Jackson and Ryan Architects, Inc., the firm determined to be most qualified after evaluation of responses received for RFQ #14RFQ00110.

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)."

36. 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.

37. 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 proposed SH 29 project.
 - c) Discuss proposed acquisition of property for right-of-way for future parkland.
 - d) Discuss possible acquisition of property with endangered species for mitigation purposes.
 - e) Discuss the acquisition of real property: Arterial H
 - f) Discuss the acquisition of real property: Tradesman Crossing
 - g) Discuss the acquisition of real property: Neenah Blvd.
 2. Property or Real Estate owned by Williamson County
 - a) Discuss County owned real estate adjacent to and near RM 2338 at Booty's Crossing.
 - b) Discuss proposed sale of 98 acre tract abutting Blue Springs Blvd.

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) Employee/personnel related matters
 38. 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. 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
 - m) Claims and potential litigation regarding Ronald Reagan Boulevard North, Phase IV- Ranger Excavating, LP/Ramming Paving Company, LLC
- 39. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of Williamson County officers, department heads or employees (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

- 40. Discuss and take appropriate action regarding economic development matters.
- 41. Discuss and take appropriate action on real estate.

Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:

- a) Litigation or claims or potential litigation or claims against the County or by the County
- b) Status Update-Pending Cases or Claims;
- c) Cause No. 06-453-C277; Kerry Heckman et al. v. Williamson County, et al., In the District Court of Williamson County, Texas, 277th Judicial District
- d) Civil Action No. 1:13- 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) Employee/personnel related matters
- 42. 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. 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
- m) Claims and potential litigation regarding Ronald Reagan Boulevard North, Phase IV- Ranger Excavating, LP/Ramming Paving Company, LLC
- 43. Discuss, consider and take appropriate action on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of Williamson County officers, department heads or employees.
- 44. Comments from Commissioners.

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 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: 08/12/2014

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Consent

Category:

Information

Agenda Item

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

Background

Higher number of court cases being filed in general and a greater request of these requiring court appointed attorneys for misdemeanor cases

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$153,000
To	0100-0425-004134	All Cty Cts/Ct Appt Atty-Misd	\$153,000

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 08/06/2014

Reviewed By

Wendy Coco

Date

08/06/2014 11:15 AM

Started On: 08/03/2014 09:07 AM

Commissioners Court - Regular Session

6.

Meeting Date: 08/12/2014

Line item transfer request for Animal Services Dept (WCRAS)

Submitted For: Cheryl Schneider

Submitted By: Cheryl Schneider, Animal Services

Department: Animal Services

Agenda Consent

Category:

Information

Agenda Item

To discuss and consider approving a line item transfer for Animal Services Dept. (Regional Animal Shelter)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545-0545-003006	Office Equipment	400.00
From	0545-0545-003010	Computer Equipment	500.00
From	0545-0545-004976	Animal Disposal	600.00
From	0545-0545-004999	Misc	500.00
To	0545-0545-003200	Medical Supplies	2000.00
From	0545-0545-004100	Professional Services	4500.00
To	0545-0545-004975	Animal Medical Care	4500.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Budget Office

Form Started By: Cheryl Schneider

Final Approval Date: 08/07/2014

Reviewed By

Wendy Coco

Ashlie Koenig

Date

08/06/2014 11:15 AM

08/07/2014 09:36 AM

Started On: 08/05/2014 02:41 PM

Commissioners Court - Regular Session

7.

Meeting Date: 08/12/2014

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Consent

Category:

Information

Agenda Item

Discuss and consider approving a line item transfer for Emergency Management

Background

This particular department had a vacancy that was filled with an employee from the SO via a transfer. The outgoing employee did not have longevity whereas the new employee does. This transfer will cover funding needed to pay longevity out for FY 14. The FY 15 longevity budget does take this transfer into consideration.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$1,734.19
To	0100-0541-001125	Emerg Mgmt/Longevity	\$1,440.00
To	0100-0541-002010	Emerg Mgmt/FICA	\$110.16
To	0100-0541-002020	Emerg Mgmt/Retirement	\$184.03

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 08/07/2014

Reviewed By

Wendy Coco

Date

08/07/2014 11:39 AM

Started On: 08/07/2014 10:57 AM

Commissioners Court - Regular Session

8.

Meeting Date: 08/12/2014

Discuss, consider and take appropriate action on a line item transfer

Submitted For: Terron Evertson

Submitted By: Megan Smith, Unified Road System

Department: Unified Road System

Agenda Consent

Category:

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Road and Bridge.

Background

Line Item Transfer Into Janitorial Supplies 3318 - This transfer is necessary in order to continue purchasing janitorial and cleaning supplies for equipment and facilities.

Line Item Transfer Into Office Furniture 3005 - This transfer is necessary in order to purchase appropriate and medically necessary office furniture.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005741	Software > \$5,000	\$1,000.00
To	0200-0210-003318	Janitorial Supplies	\$1,000.00
From	0200-0210-005741	Software > \$5,000	\$420.00
To	0200-0210-003005	Office Furniture < \$5,000	\$420.00

Attachments

No file(s) attached.

Form Review

Inbox

Reviewed By

Date

County Judge Exec Asst.

Wendy Coco

08/07/2014 11:39 AM

Budget Office

Ashlie Koenig

08/07/2014 11:44 AM

Form Started By: Megan Smith

Started On: 08/07/2014 11:06 AM

Final Approval Date: 08/07/2014

Commissioners Court - Regular Session

9.

Meeting Date: 08/12/2014

Asset Changes

Submitted By: Peggy Wooldridge, Purchasing

Department: Purchasing

Agenda Consent

Category:

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

Fiscal Impact

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

Attachments

[Asset Change Forms](#)

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Peggy Wooldridge

Final Approval Date: 08/07/2014

Reviewed By

Bob Space

Wendy Coco

Date

08/07/2014 09:42 AM

08/07/2014 11:38 AM

Started On: 08/06/2014 02:26 PM

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Garner MDS-4 professional degausser	serial number 45116	unknown	Working

Parties involved:**FROM** (Transferor Department): Dept 562 (DPS/ABC)

RECEIVED

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

Sgt. Michael Smith, Dept Head

Vickie Leggitt

Print Name

Print Name

Signature

June 9, 2014 +1 (512) 930-8439

Date Phone Number

JUN 11 2014

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

Print Name

Print Name

Signature

Date Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

Print Form

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

☒ TRANSFER bet ween county departments ☐ TRADE-IN for new assets of similar type for the county

☐ SALE at the earliest auction *

☐ DONATION to a non-county entity

☐ DESTRUCTION due to
Public Health / Safety

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Canon ImageFORMULA DR-6010c	FB301311		Working
1	Canon ImageFORMULA DR-6010c	FB321112		Working
1	Canon ImageFORMULA DR-6010c	FB317434		Working

Parties involved:

FROM (Transferor Department): Justice of the Peace Precinct 3

Transferor - Elected Official/Department Head/

Authorized Staff:

Judge Bill Gravell, Jr.

Print Name

Signature

Contact Person:

Print Name

Date Phone Number

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

Transferee - Elected Official/Department Head/

Authorized Staff OR Donee - Representative: (If being

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

Jana Duty

Print Name

Signature

Contact Person:

Vicki Vickers

Print Name

+1 (512) 943-1250

Phone Number

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
	Please see attached list			

RECEIVED

JUL 25 2014

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

Tony Hill

Tony Hill

Print Name

Print Name

Signature

July 18, 2014 +1 (512) 943-3314

Date Phone Number

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

Julie Lahr

Print Name

Signature

7/25/2014

+1 (512) 943-1223

Date Phone Number

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

Forward to County Auditor's Office

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

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

<u>QTY</u>	<u>ITEM</u>
1	Black lateral file cabinet
2	Hole Punch
1	Stapler
1	Radio Pouch
1	Clip board
1	Desk organizer
1	File divider
300	Hanging file holders

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)
23	Office chairs with arm rests			

Parties involved:
FROM (Transferor Department): District Clerk

Transferor - Elected Official/Department Head/
Authorized Staff:

Lisa David

Print Name

Lisa David

Signature

Contact Person:

Teresa Maskunas

Print Name

+1 (512) 943-1212

Date Phone Number

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

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

Forward to County Auditor's Office

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

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

Williamson County

Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
4	Lucent Battery Cabinets	*See attached page*		
3	UPS	*See attached page*		
1	Excel Meridan Server	*See attached page*		
2	Boxes of misc. phones	*See attached page*		

Parties involved:

FROM (Transferor Department): Technology Services

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

Tammy McCulley

Print Name

Print Name



July 30, 2014

Date Phone Number

JUL 31 2014

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

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

Tony Hill

Print Name

Print Name



July 30, 2014

Date Phone Number

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

Forward to County Auditor's Office

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

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

Equipment to go to Auction 7-29

<u>ITEMS</u>	<u>Serial #</u>
Lucent Battery Cabinet	BP516COO83
Lucent Battery Cabinet	BP511C0111
Lucent Battery Cabinet	BP483COO80
Lucent Battery Cabinet	BP506C0482
Grey Avaya UPS	032R09303951
Tan Avaya UPS	05146074-4103
Tan Avaya UPS	002R12000181
Excel Meridan server Secure Stor. Astra ES12j	1WC91120
2 boxes of Misc. phones	

Phone Serial #'s

NNTMO400ZQKK

NNTMO400ZQFV

NNTMO400ZQGL

NNTMO400ZQJX

NNTMO400ZQJZ

NNTMO400ZQKO

NNTMO400ZQJC

NNTMO400ZQIN

NNTMO400ZQH1

NNTMO400ZQJS

NNTMO400ZQGG

NNTMO400ZQJT

NNTMO400ZQKM

NNTMO400ZQKR

NNTMO400ZQKZ

NNTMO400ZQK9

NNTMO400ZQEY

NNTMO400ZQGO

NNTMO400ZQ14

NNTMO400ZQIG

NNTMO400ZQJ1

NNTMO400ZQKF

NNTMO400ZQKG

NNTMO400ZQJ9

NNTMO400ZQGM

NNTMO400ZQHB

NNTMO400ZQK4

NNTMO400ZQWPFL

NNTMO400ZQXKOG

NNTMO400ZQWPUC

NNTMO400ZQXK13

NNTMO400ZQXK3H

NNTMO400ZQXKOF

NNTMO400ZQWPG5

NNTMO400ZQWPF2

NNTMO40ECDL1

NNTMO40CV52J

NNTM604GJNSYR

NNTM604GJNE1S

NT8B3OXX

NT8B3OXX

NT8B40XX

NT8B91

NT8B20AB-35

NNTM0400ZQHG

DS415933

DS693864

NT8B30XX

Williamson County

Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
	SEE ATTACHED LIST			Non-Working
		RECEIVED		Non-Working
				Non-Working
		JUL 28 2014		Non-Working
				Non-Working

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

Joe M. England

Print Name

Signature

Contact Person:

LISA POHLMAYER

Print Name

943-3364

Phone Number

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

* 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 _____

Meeting Date: 08/12/2014

Discuss consider and take appropriate action on approval of final plat for the Santa Rita Ranch Ph 1 Sec 1B subdivision - Pct 3

Submitted For: Joe England

Submitted By: Patrick Hughes, Unified Road System

Department: Unified Road System

Agenda Consent

Category:

Information

Agenda Item

Discuss, consider and take appropriate action on approval of final plat for the Santa Rita Ranch Ph 1 Sec 1B subdivision - Pct 3

Background

This is the second plat within the Santa Rita Ranch Phase 1 development. It consists of 28 single family lots and 2,932 feet of new roadway. Construction is complete, with acceptance of the roads for maintenance pending final inspection. The preliminary plat for Santa Rita Ranch Phase 1 was last reapproved on July 15, 2014.

Fiscal Impact

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

Attachments

Final Plat - Santa Rita Ranch Ph 1 Sec 1B

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 08/06/2014

Reviewed By

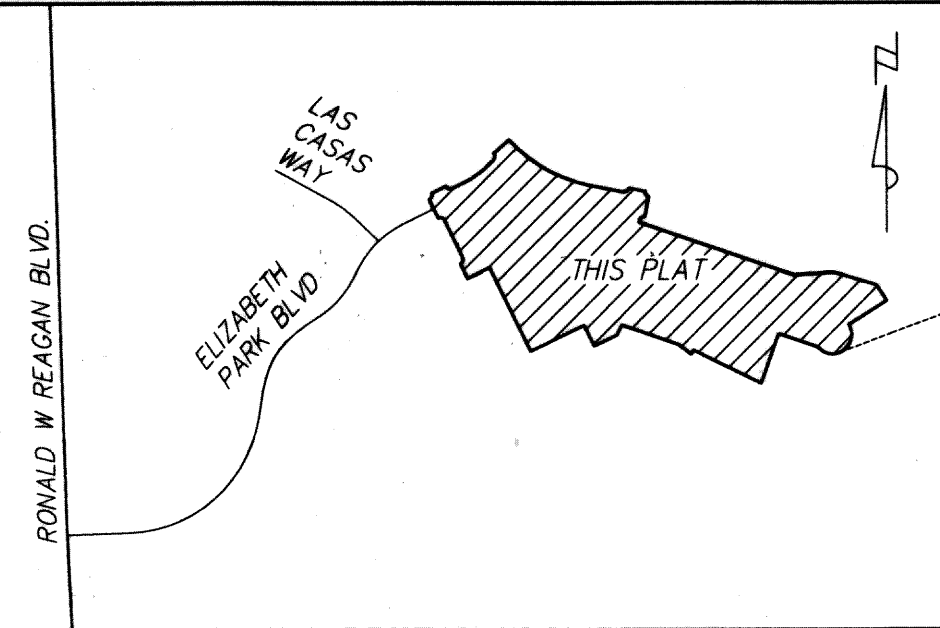
Wendy Coco

Date

08/06/2014 11:15 AM

Started On: 08/06/2014 09:03 AM

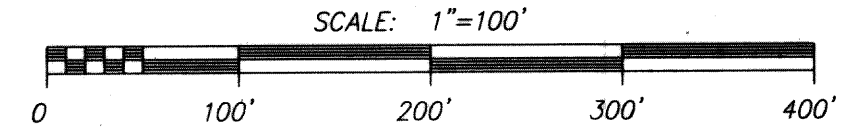
S:\LAND\2001-2050\2038\dwg\2038-PLAT-1-B.dwg 7/12/2014 8:46:13 AM COT



LOCATION MAP

NEW STREETS	LENGTH	DESIGN SPEED
NAME		
TERRA ROSA BOULEVARD	503	25
ELIZABETH PARK BOULEVARD	295	25
CIVITA ROAD	262	25
SURI DRIVE	237	25
PROSA LANE	315	25
GARDEN GATE LANE	169	25
HEDGEROW LANE	705	25
INSPIRATION DRIVE	446	25

PLAT OF
SANTA RITA RANCH PHASE 1, SECTION 1B
WILLIAMSON, COUNTY, TEXAS



NOTES:

- LOT 1A, BLOCK E IS AN OPEN SPACE LOT AND WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR M.U.D. NO SINGLE FAMILY DWELLINGS ARE PERMITTED ON THIS LOT.
- BUILDING SLAB ELEVATION SHALL BE ONE (1) FOOT ABOVE ANY POINT ON THE LOT WITHIN FIVE (5) FEET OF THE PERIMETER OF THE BUILDING.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
- NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
- BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83

LINE	LENGTH	BEARING
L1	39.33'	N64°04'42"E
L2	35.28'	N46°25'40"E
L3	4.85'	S11°10'02"W
L4	25.00'	N19°15'46"E
L5	25.00'	N19°15'46"E
L6	32.88'	N60°03'33"E
L7	27.26'	N60°03'33"E
L8	114.91'	N25°55'18"W
L9	105.89'	N71°51'34"W
L10	25.00'	S11°10'02"W
L11	126.52'	N71°51'34"W
L12	84.22'	N22°57'50"E
L13	51.67'	N60°35'10"W
L14	39.33'	S64°04'42"W
L15	56.65'	N60°35'10"W
L16	25.00'	N11°10'02"E
L17	122.07'	N53°25'16"W
L18	188.65'	S64°04'42"W
L19	40.62'	S46°25'40"W
L33	128.36'	N25°55'18"W
L34	133.99'	S25°55'18"E

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	14.42	372.50	2°13'05"	S35°17'07"W	14.42
C2	23.56	15.00	90°00'00"	N19°04'42"E	21.21
C3	23.56	15.00	90°00'00"	N70°55'18"W	21.21
C4	23.56	15.00	90°00'00"	N19°04'42"E	21.21
C5	23.56	15.00	90°00'00"	S70°55'18"E	21.21
C6	82.56	268.00	17°39'02"	N55°15'11"E	82.23
C7	23.07	15.00	88°06'20"	N02°22'30"E	20.86
C8	289.22	446.00	37°09'19"	S60°15'19"E	284.18
C9	23.56	15.00	90°00'00"	N56°10'02"E	21.21
C10	23.56	15.00	90°00'00"	S33°49'58"E	21.21
C11	23.56	15.00	90°00'00"	S56°10'02"W	21.21
C12	174.85	60.00	166°58'22"	S51°10'45"W	119.23
C13	11.08	25.00	25°24'10"	N58°02'09"W	10.99
C14	102.28	332.00	17°39'02"	N55°15'11"E	101.87
C15	23.56	15.00	90°00'00"	N19°04'42"E	21.21
C16	23.56	15.00	90°00'00"	N70°55'18"W	21.21
C17	39.27	25.00	90°00'00"	N70°55'18"W	35.36
C18	21.03	25.00	48°11'23"	N39°59'01"E	20.41
C19	162.65	50.00	186°22'46"	N70°55'17"W	99.85
C20	19.36	50.00	22°11'14"	N26°58'57"E	19.24
C21	68.01	50.00	77°55'56"	N77°02'32"E	62.89
C22	75.28	50.00	86°15'36"	N20°51'42"W	68.37
C23	21.03	25.00	48°11'24"	N01°49'36"W	20.41
C24	24.61	15.00	94°01'10"	N72°55'52"W	21.94
C25	22.51	15.00	85°58'50"	N17°04'08"E	20.46
C26	234.66	275.00	48°53'31"	N35°36'47"E	227.61
C27	64.24	275.00	13°23'04"	N53°22'01"E	64.09
C28	70.27	275.00	14°38'29"	N39°21'15"E	70.08

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C29	71.77	275.00	14°57'14"	N24°33'23"E	71.57
C30	28.38	275.00	5°54'45"	N14°07'24"E	28.36
C31	23.56	15.00	90°00'00"	N33°49'58"W	21.21
C32	239.14	510.00	26°51'58"	N65°23'59"W	236.96
C33	21.36	15.00	81°36'19"	N87°13'50"E	19.60
C34	85.32	325.00	15°02'26"	N18°41'15"E	85.07
C35	22.72	15.00	86°47'38"	N17°11'21"W	20.61
C36	20.86	15.00	79°40'02"	N79°34'49"E	19.22
C37	115.22	325.00	20°18'44"	N49°54'11"E	114.62
C38	81.71	325.00	14°24'17"	N46°56'57"E	81.49
C39	33.51	325.00	5°54'28"	N57°06'19"E	33.50
C40	48.72	275.00	10°09'05"	N65°39'42"W	48.66
C41	23.43	275.00	4°52'53"	N63°01'36"W	23.42
C42	25.29	275.00	5°16'12"	N68°06'09"W	25.29
C43	57.58	325.00	10°09'05"	N65°39'42"W	57.51
C44	14.83	325.00	2°36'51"	N61°53'35"W	14.83
C45	42.75	325.00	7°32'14"	N66°58'07"W	42.72
C46	23.56	15.00	90°00'00"	N25°44'14"W	21.21
C47	23.56	15.00	90°00'00"	N64°15'46"E	21.21
C48	96.43	322.50	17°07'54"	N27°49'43"E	96.07
C49	111.38	372.50	17°07'54"	N27°49'43"E	110.97
C50	96.96	372.50	14°54'49"	N26°43'10"E	96.69
C51	32.35	25.00	74°08'52"	N72°11'19"E	30.14
C52	292.74	60.00	279°33'02"	N05°06'36"W	77.49
C53	66.69	60.00	63°41'12"	N66°57'29"E	63.31
C54	51.20	60.00	48°53'28"	N56°45'10"W	49.66
C55	18.46	15.00	70°31'44"	S61°11'09"E	17.32
C56	5.10	15.00	19°28'16"	N73°48'51"E	5.07

RONALD REAGAN BOULEVARD
RIGHT OF WAY BY DEED
DOC. No. 2004032994 OPRWC

SITE DATA:
TOTAL AREA: 10.92 ACRES
28 SINGLE FAMILY LOTS
1 OPEN SPACE LOT

PROPERTY OWNER:
SANTA RITA KC, LLC

- LEGEND:
- = FOUND 1/2" IRON ROD
 - = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
 - BL = BUILDING SETBACK LINE
 - DE = DRAINAGE EASEMENT
 - PUE = PUBLIC UTILITY EASEMENT
 - (B) = BLOCK NUMBER

DATE: DEC. 19, 2013 SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

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

THAT PART OF THE BARTHOLOMEW MANLOVE SURVEY, ABSTRACT No. 417, WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 90.13 ACRE TRACT AND THAT 40.30 ACRE TRACT OF LAND CONVEYED TO SANTA RITA, KC, LLC, BY DEED RECORDED IN DOCUMENT No. 2008093412 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PART OF THAT 32.000 ACRE TRACT CONVEYED TO SANTA RITA, KC, LLC BY DEED RECORDED IN DOCUMENT No. 2013102457 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at a 1/2" iron rod found in the East Line of Ronald Reagan Boulevard, as described in the Right of Way deed to Williamson County recorded in Document No. 2004032994 of the Official Public Records of Williamson County, Texas, the same being the Northwest Corner of that 810.32 Acre Tract of land conveyed to Santa Rita C7 Investments, LLC, by deed recorded in Document No.2013061332 of the Official Public Records of Williamson County, Texas,

THENCE along the North Line of the said 810.32 Acre Tract the following three courses:

1. N.66°28'06"E. a distance of 833.78 feet to a 1/2" iron rod found;
2. N.68°14'05"E. a distance of 274.48 feet to a 1/2" iron rod found;
3. N.64°09'22"E. (at 179.04 feet pass the Southwest Corner of said 90.13 Acre Tract) in all a distance of 1137.40 feet to a 1/2" iron rod set at the Point of Beginning (from which point the Southeast Corner of the Bartholomew Manlove Survey, Abstract No. 417, bears N.71°24'31"E., 2308.72 feet);

THENCE across the said 90.13 Acre Tract the following 12 courses:

1. N.63°45'20"W. a distance of 234.28 feet to a 1/2" iron rod set at a point on a non-tangent curve to the right;
2. Southwesterly along the arc of said curve, a distance of 14.42 feet, said curve having a radius of 372.50 feet, a central angle of 02°13'05" and a chord bearing S.35°17'07"W., 14.42 feet;
3. N.53°36'20"W. a distance of 50.00 feet to a 1/2" iron rod set;
4. N.70°44'14"W. a distance of 185.73 feet to a 1/2" iron rod set;
5. S.26°48'00"W. a distance of 33.58 feet to a 1/2" iron rod set;
6. S.64°04'42"W. a distance of 80.00 feet to a 1/2" iron rod set;
7. N.25°55'18"W. a distance of 71.89 feet;
8. S.64°04'42"W. a distance of 185.00 feet to a 1/2" iron rod set;
9. N.25°55'18"W. a distance of 290.00 feet to a 1/2" iron rod set;
10. S.64°04'42"W. a distance of 76.92 feet to a 1/2" iron rod set;
11. N.25°55'18"W. a distance of 50.00 feet to a 1/2" iron rod set at a point on a non-tangent curve to the left;
12. Northerly along the arc of said curve, a distance of 23.56 feet, (at 18.71 feet pass the common line of the 90.13 Acre Tract and the 40.30 Acre Tract), said curve having a radius of 15.00 feet, a central angle of 90°00'00" and a chord bearing N.19°04'42"E., 21.21 feet to a 1/2" iron rod set;

THENCE across said 40.30 Acre Tract the following five courses:

1. N.25°55'18"W. a distance of 128.36 feet to a 1/2" iron rod set at a point of curvature of a curve to the left;
2. Westerly, along the arc of said curve to the left a distance of 23.56 feet, said curve having a radius of 15.00 feet, a central angle of 90°00'00", and a chord bearing N.70°55'18"W., 21.21 feet to a 1/2" iron rod set;
3. N.25°55'18"W. a distance of 64.00 feet to a 1/2" iron rod set to a point on a non-tangent curve to the left;
4. Northerly along the arc of said curve, a distance of 23.56 feet, said curve having a radius of 15.00 feet, a central angle of 90°00'00" and a chord bearing N.19°04'42"E., 21.21 feet to a 1/2" iron rod set;
5. N.64°04'42"E. (at 28.38 feet pass the common line of the 40.30 Acre Tract and the 32.000 Acre Tract) in all a distance of 50.00 feet to a 1/2" iron rod set to a point on a non-tangent curve to the left;

THENCE across said 32.00 Acre Tract the following eight courses:

1. Easterly along the arc of said curve, a distance of 23.56 feet, said curve having a radius of 15.00 feet, a central angle of 90°00'00" and a chord bearing S.70°55'18"E., 21.21 feet to a 1/2" iron rod set;
2. N.64°04'42"E. a distance of 39.33 feet to a 1/2" iron rod set at a point of curvature of a curve to the left;
3. Northeasterly, along the arc of said curve to the left a distance of 82.56 feet, said curve having a radius of 268.00 feet, a central angle of 17°39'02", and a chord bearing N.55°15'11"E., 82.23 feet to a 1/2" iron rod set;
4. N.46°25'40"E. a distance of 35.28 feet to a 1/2" iron rod set at a point of curvature of a curve to the left;
5. Northerly, along the arc of said curve to the left a distance of 23.07 feet, said curve having a radius of 15.00 feet, a central angle of 88°06'20", and a chord bearing N.02°22'30"E., 20.86 feet to a 1/2" iron rod set;
6. N.48°19'20"E. a distance of 64.00 feet to a 1/2" iron rod set at a point on a non-tangent curve to the left;
7. Southeasterly along the arc of said curve, a distance of 289.22 feet, said curve having a radius of 446.00 feet, a central angle of 37°09'19" and a chord bearing S.60°15'19"E., 284.18 feet to a 1/2" iron rod set;
8. S.78°49'58"E. (at 61.67 feet pass the common line of the 32.000 Acre Tract and the 90.13 Acre Tract) in all a distance of 112.88 feet to a 1/2" iron rod set at a point of curvature of a curve to the left;

THENCE across said 90.13 Acre Tract the following 15 courses:

1. Northeasterly, along the arc of said curve to the left a distance of 23.56 feet, said curve having a radius of 15.00 feet, a central angle of 90°00'00", and a chord bearing N.56°10'02"E., 21.21 feet to a 1/2" iron rod set;
2. S.78°49'58"E. a distance of 50.00 feet to a 1/2" iron rod set at a point on a non-tangent curve to the left;
3. Southeasterly along the arc of said curve, a distance of 23.56 feet, said curve having a radius of 15.00 feet, a central angle of 90°00'00" and a chord bearing S.33°49'58"E., 21.21 feet to a 1/2" iron rod set;
4. S.11°00'02"W. a distance of 64.00 feet to a 1/2" iron rod set at a point on a non-tangent curve to the left;
5. Southwesterly along the arc of said curve, a distance of 23.56 feet, said curve having a radius of 15.00 feet, a central angle of 90°00'00" and a chord bearing S.56°10'02"W., 21.21 feet;
6. S.11°00'02"W. a distance of 4.85 feet to a 1/2" iron rod set;
7. S.71°08'39"E. a distance of 510.02 feet to a 1/2" iron rod set;
8. N.85°58'20"E. a distance of 122.92 feet to a 1/2" iron rod set;
9. S.73°40'23"E. a distance of 140.74 feet to a 1/2" iron rod set;
10. S.32°18'26"E. a distance of 57.88 feet to a 1/2" iron rod set;
11. S.57°41'34"W. a distance of 140.00 feet to a 1/2" iron rod set at a point on a non-tangent curve to the right;
12. Southwesterly along the arc of said curve, a distance of 174.85 feet, said curve having a radius of 60.00 feet, a central angle of 166°58'22" and a chord bearing S.51°10'45"W., 119.23 feet to a 1/2" iron rod set at a point of reverse curvature of a curve to the left;
13. Northwesterly, along the arc of said curve a distance of 11.08 feet, said curve having a radius of 25.00 feet, a central angle of 25°24'10", and a chord bearing N.58°02'09"W., 10.99 feet to a 1/2" iron rod set;
14. N.70°44'14"W. a distance of 123.60 feet to a 1/2" iron rod set;
15. S.19°15'46"W. a distance of 164.35 feet to the said Point of Beginning.

Containing 10.92 acres more or less

DEDICATION

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT SANTA RITA KC, LLC, BEING THE OWNER OF THAT 90.13 ACRE TRACT OF LAND AND THAT 40.30 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2008093412 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING THE OWNER OF THAT 32.000 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2013102457 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 10.92 ACRES OUT OF SAID TRACTS AND DOES HEREBY JOIN, APPROVE AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. 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 "SANTA RITA RANCH PHASE 1, SECTION 1B", 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 16 DAY OF July 20 14.

SANTA RITA KC, LLC

BY: James Edward Hoare, Vice President

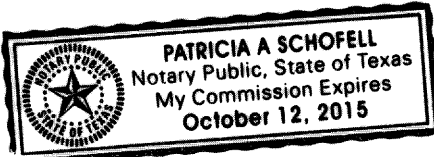
ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF TRANS

BEFORE ME ON THIS DAY PERSONALLY APPEARED James Edward Hoare, 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 THE 16 DAY OF July, A.D., 20 14.

Patricia A. Schofell
NOTARY PUBLIC SIGNATURE



SEAL

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF DEED OF TRUST LIEN DATED OCTOBER 31, 2013, RECORDED AS DOCUMENT No. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF

INTERNATIONAL BANK OF COMMERCE
A TEXAS BANKING ASSOCIATION

BY: Allen E. Wise

PRINTED NAME: Allen E. Wise
TITLE: EXECUTIVE VICE PRESIDENT

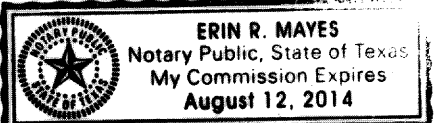
ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME ON THIS DAY PERSONALLY APPEARED Allen E. Wise, EVP, 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 THE 17 DAY OF July, A.D., 20 14.

Erin R. Mayes
NOTARY PUBLIC SIGNATURE

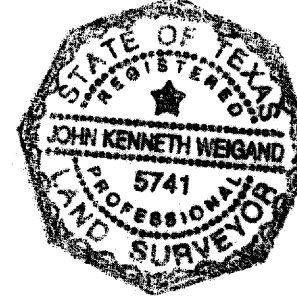


SEAL

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.

J. Kenneth Weigand July 17, 2014
J. KENNETH WEIGAND DATE
R.P.L.S. NO. 5741
STATE OF TEXAS



ENGINEER'S CERTIFICATION

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL No. 48491C0250E AND 48491C0275E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, J. KEITH COLLINS, 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 LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE

John Collins 7/14/14
J. KEITH COLLINS DATE
LICENSED PROFESSIONAL ENGINEER NO. 80579



PLAT OF
SANTA RITA RANCH PHASE 1, SECTION 1B
WILLIAMSON, COUNTY, 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:

I, DAN A. GATTIS, 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.

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, ____M., AND DULY RECORDED ON THE ____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, ____M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO.

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

NANCY RISTER, CLERK COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
WILLIAM WEHLING, DEPUTY

DATE: DEC. 19, 2013

RANDALL JONES & ASSOCIATES ENGINEERING, INC.

1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

F-9784

RJ SURVEYING & ASSOCIATES, INC.

1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817

STREET NAMES APPROVED
DATE 7/15/14

Cody Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR

SHEET 2 OF 2 SHEETS

Meeting Date: 08/12/2014

Discuss consider and take appropriate action on approval of final plat for the Santa Rita Ranch Ph 1 Sec 2A subdivision - Pct 3

Submitted For: Joe England

Submitted By: Patrick Hughes, Unified Road System

Department: Unified Road System

Agenda Consent

Category:

Information

Agenda Item

Discuss, consider and take appropriate action on approval of final plat for the Santa Rita Ranch Ph 1 Sec 2A subdivision - Pct 3

Background

This is the third plat within the Santa Rita Ranch Phase 1 development. It consists of 25 single family lots and 1,467 feet of new roadway. Construction is complete, with acceptance of the roads for maintenance pending final inspection. The preliminary plat for Santa Rita Ranch Phase 1 was last reapproved on July 15, 2014.

Fiscal Impact

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

Attachments

Final Plat - Santa Rita Ranch Ph 1 Sec 2A

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 08/06/2014

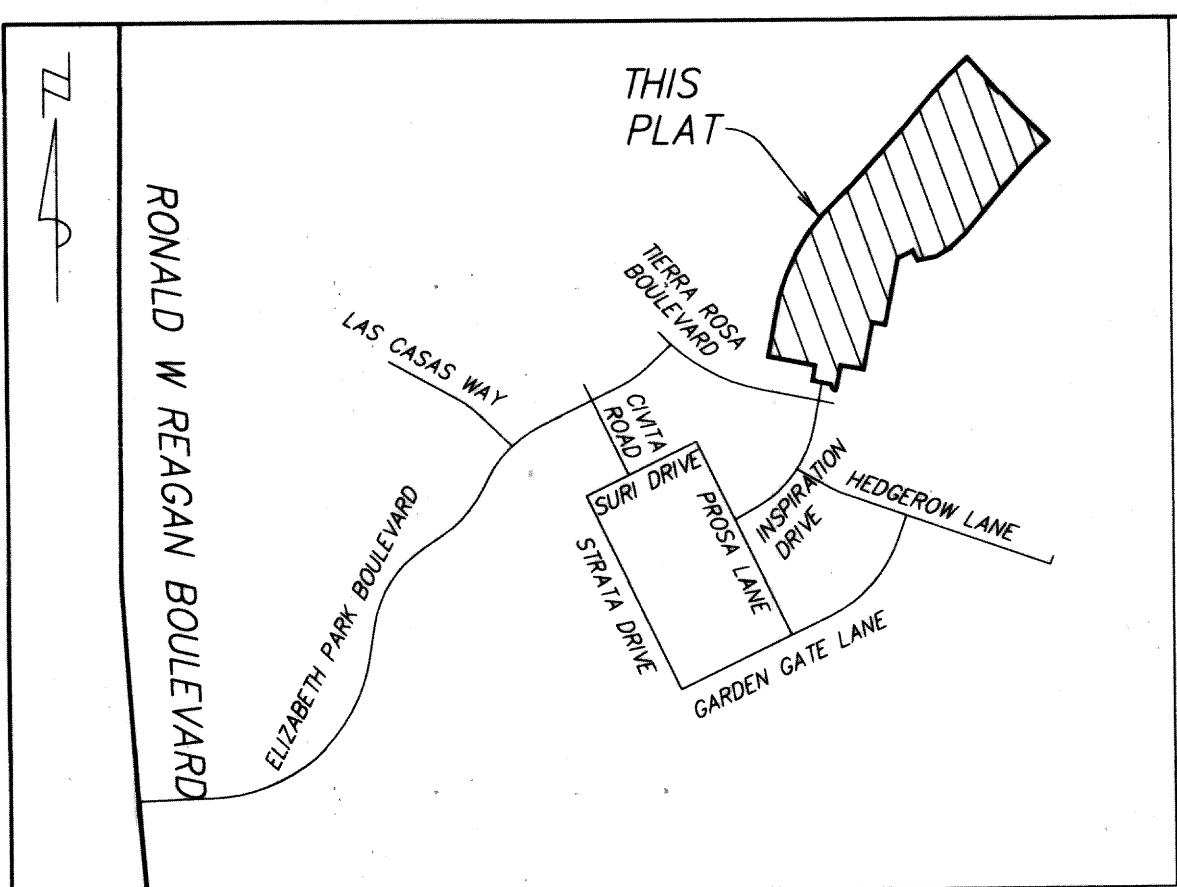
Reviewed By

Wendy Coco

Date

08/06/2014 11:15 AM

Started On: 08/06/2014 09:12 AM



LOCATION MAP
SCALE: 1" = 500'

- LEGEND:
- = FOUND 1/2" IRON ROD
 - = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
 - BL = BUILDING SETBACK LINE
 - DE = DRAINAGE EASEMENT
 - PUE = PUBLIC UTILITY EASEMENT
 - OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
 - (B) = BLOCK NUMBER

NEW STREETS:

NAME	LENGTH	DESIGN SPEED
INSPIRATION DRIVE	904'	25
KRUPP AVENUE	262'	25
MIDLAND WAY	150'	25
KINSWOOD LANE	151'	25

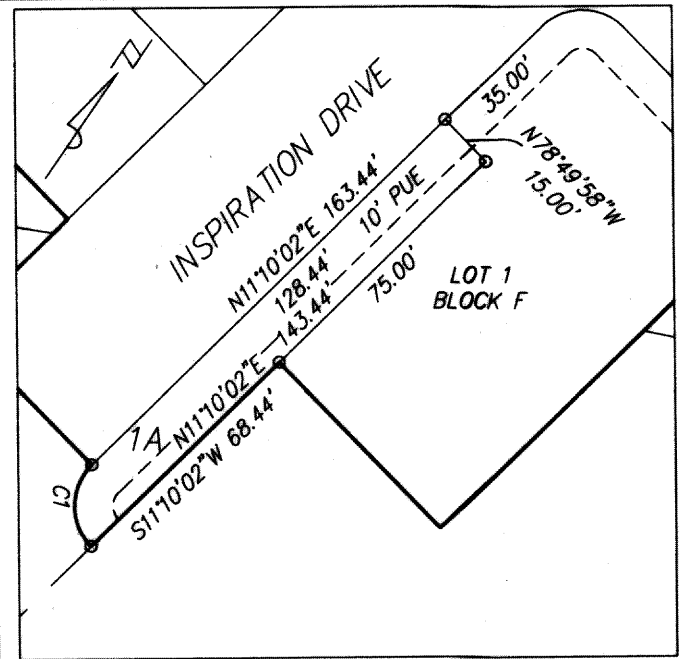
SITE DATA:

TOTAL AREA: 5.61 ACRES
25 SINGLE FAMILY LOTS
2 OPEN SPACE LOTS

PROPERTY OWNER:

SANTA RITA KC, LLC
3345 BEE CAVE ROAD
SUITE 203
AUSTIN, TX, 78746

SANTA RITA KC, LLC
32.000 ACRES
DOC. No. 2013102457
OPRWC



DETAIL A
SCALE: 1" = 50'



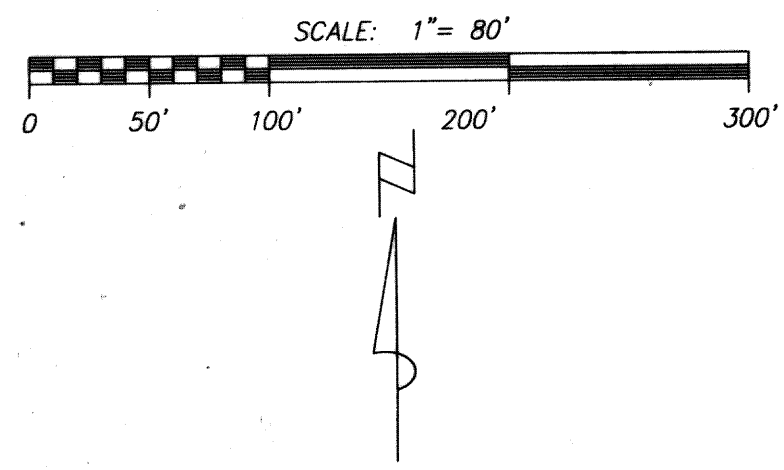
SANTA RITA KC, LLC
32.000 ACRES
DOC. No. 2013102457
OPRWC

SANTA RITA KC, LLC
90.13 ACRES
DOC. No. 2008093412
OPRWC

LINE TABLE

LINE	LENGTH	BEARING
L1	40.14'	N117°02'E
L2	53.12'	S46°44'12"W
L3	43.00'	S59°29'12"W
L4	50.49'	S78°00'48"W
L5	27.60'	N24°37'46"W
L6	43.73'	S65°22'14"W
L7	33.62'	N78°49'58"W
L8	51.84'	N78°53'54"W
L9	15.00'	N78°49'58"W

PLAT OF
SANTA RITA RANCH PHASE 1, SECTION 2A
WILLIAMSON, COUNTY, TEXAS



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	23.56	15.00	90°00'00"	N33°49'58"W	21.21
C2	4.30	1137.43	0°12'59"	N48°26'15"E	4.30
C3	23.56	15.00	90°00'00"	N56°10'02"E	21.21
C4	27.11	15.00	103°33'44"	N27°03'06"W	23.57
C5	114.75	325.00	20°13'49"	N34°50'41"E	114.16
C6	221.17	375.00	33°47'33"	N28°03'48"E	217.98
C7	18.18	375.00	2°46'38"	N12°33'21"E	18.18
C8	46.88	375.00	7°09'43"	N17°31'32"E	46.84
C9	46.88	375.00	7°09'43"	N24°41'15"E	46.84
C10	46.88	375.00	7°09'43"	N31°50'58"E	46.84
C11	46.88	375.00	7°09'43"	N39°00'41"E	46.84
C12	15.49	375.00	2°22'02"	N43°46'34"E	15.49
C13	186.78	2020.66	5°17'46"	N42°18'42"E	186.71
C14	33.72	2020.66	0°57'22"	N44°28'54"E	33.72
C15	52.74	2020.66	1°29'44"	N43°15'21"E	52.74
C16	52.74	2020.66	1°29'44"	N41°45'38"E	52.74
C17	47.58	2020.66	1°20'57"	N40°20'17"E	47.58
C18	193.85	2070.66	5°21'50"	N42°16'40"E	193.78
C19	43.48	2070.66	1°12'11"	N44°21'30"E	43.47
C20	50.00	2070.66	1°23'01"	N43°03'54"E	50.00
C21	50.19	2070.66	1°23'19"	N41°40'44"E	50.18
C22	50.19	2070.66	1°23'19"	N40°17'25"E	50.18
C23	23.58	15.00	90°04'04"	N05°22'13"W	21.23
C24	23.33	15.00	89°06'26"	N85°02'32"E	21.05
C25	159.95	1137.43	8°03'26"	N44°31'02"E	159.82
C26	43.88	1137.43	2°12'37"	N41°35'37"E	43.88
C27	55.89	1137.43	2°48'55"	N44°06'23"E	55.88
C28	55.89	1137.43	2°48'55"	N46°55'18"E	55.88
C29	44.72	1087.43	2°21'23"	N47°22'03"E	44.72
C30	23.88	15.00	91°13'47"	N00°34'28"E	21.44
C31	24.36	15.00	93°02'45"	N88°26'12"E	21.77
C32	43.99	1087.43	2°19'04"	N40°45'17"E	43.99

- NOTES:
- LOT 1A, BLOCK F, AND LOT 1A, BLOCK H, ARE OPEN SPACE LOTS AND WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR M.U.D. NO SINGLE FAMILY DWELLINGS ARE PERMITTED ON THESE LOTS.
 - BUILDING SLAB ELEVATION SHALL BE ONE (1) FOOT ABOVE ANY POINT ON THE LOT WITHIN FIVE (5) FEET OF THE PERIMETER OF THE BUILDING.
 - NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
 - NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
 - NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
 - BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83

DATE: JULY 12, 2014

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

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

S:\LAND2001-2050\2039\dwg\2039-PLAT-A.dwg 7/12/2014 10:34:47 AM CDT

THAT PART OF THE BARTHOLOMEW MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 90.13 ACRE TRACT OF LAND CONVEYED TO SANTA RITA, KC, LLC, BY DEED RECORDED IN DOCUMENT NO. 2008093412 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PART OF THAT 32.000 ACRE TRACT CONVEYED TO SANTA RITA, KC, LLC BY DEED RECORDED IN DOCUMENT NO. 2013102457 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 1/2" IRON ROD SET AT THE MOST SOUTHERLY POINT OF THE PARCEL HEREIN DESCRIBED (FROM WHICH POINT A 1/2" IRON ROD FOUND IN THE EAST LINE OF RONALD W REAGAN BOULEVARD AT THE NORTHWEST CORNER OF THAT 810.32 ACRE TRACT OF LAND CONVEYED DESCRIBED IN DOCUMENT NO. 2013061332 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEARS S.48°14'20"W. A DISTANCE OF 2271.16 FEET AND THE SOUTHEAST CORNER OF THE SAID B. MANLOVE SURVEY BEARS APPROXIMATELY N.86°31'53"E. A DISTANCE OF 2541.34 FEET);

THENCE ACROSS SAID 90.13 ACRE TRACT AND SAID 32.000 ACRE TRACT THE FOLLOWING 32 COURSES:

1. NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 23.56 FEET, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING N.33°49'58"W, 21.21 FEET TO A 1/2" IRON ROD SET;
2. N.78°49'58"W. A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET;
3. N.11°10'02"E. A DISTANCE OF 40.14 FEET TO A 1/2" IRON ROD SET;
4. N.78°49'58"W. A DISTANCE OF 125.00 FEET TO A 1/2" IRON ROD SET;
5. N.11°10'02"E. A DISTANCE OF 154.87 FEET TO A 1/2" IRON ROD SET;
6. N.18°03'48"E. A DISTANCE OF 62.50 FEET TO A 1/2" IRON ROD SET;
7. N.24°41'15"E. A DISTANCE OF 62.46 FEET TO A 1/2" IRON ROD SET;
8. N.31°50'58"E. A DISTANCE OF 62.46 FEET TO A 1/2" IRON ROD SET;
9. N.38°37'14"E. A DISTANCE OF 62.49 FEET TO A 1/2" IRON ROD SET;
10. N.44°57'35"E. A DISTANCE OF 104.14 FEET TO A 1/2" IRON ROD SET;
11. N.42°28'58"E. A DISTANCE OF 208.05 FEET TO A 1/2" IRON ROD SET;
12. N.39°35'45"E. A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET;
13. N.40°47'12"E. A DISTANCE OF 65.40 FEET TO A 1/2" IRON ROD SET;
14. N.44°06'23"E. A DISTANCE OF 62.02 FEET TO A 1/2" IRON ROD SET;
15. N.46°55'18"E. A DISTANCE OF 62.02 FEET TO A 1/2" IRON ROD SET;
16. S.41°40'15"E. A DISTANCE OF 125.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;
17. NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 4.30 FEET, SAID CURVE HAVING A RADIUS OF 1137.43 FEET, A CENTRAL ANGLE OF 00°12'59" AND A CHORD BEARING N.48°26'15"E., 4.30 FEET TO A 1/2" IRON ROD SET;
18. S.41°27'15"E. A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD SET;
19. S.45°02'25"E. A DISTANCE OF 126.56 FEET TO A 1/2" IRON ROD SET;
20. S.48°26'48"W. A DISTANCE OF 60.11 FEET TO A 1/2" IRON ROD SET;
21. S.43°06'28"W. A DISTANCE OF 50.03 FEET TO A 1/2" IRON ROD SET;
22. S.41°26'17"W. A DISTANCE OF 60.11 FEET TO A 1/2" IRON ROD SET;
23. S.40°02'42"W. A DISTANCE OF 154.06 FEET TO A 1/2" IRON ROD SET;
24. S.46°44'12"W. A DISTANCE OF 53.12 FEET TO A 1/2" IRON ROD SET;
25. S.59°29'12"W. A DISTANCE OF 43.00 FEET TO A 1/2" IRON ROD SET;
26. S.78°00'48"W. A DISTANCE OF 50.49 FEET TO A 1/2" IRON ROD SET;
27. N.24°37'46"W. A DISTANCE OF 27.60 FEET TO A 1/2" IRON ROD SET;
28. S.65°22'14"W. A DISTANCE OF 43.73 FEET TO A 1/2" IRON ROD SET;
29. S.11°10'02"W. A DISTANCE OF 175.93 FEET TO A 1/2" IRON ROD SET;
30. N.78°49'58"W. A DISTANCE OF 33.62 FEET TO A 1/2" IRON ROD SET;
31. S.11°10'02"W. A DISTANCE OF 125.00 FEET TO A 1/2" IRON ROD SET;
32. N.78°49'58"W. A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD SET;
33. S.11°10'02"W. A DISTANCE OF 68.44 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 5.61 ACRES, MORE OR LESS.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT SANTA RITA KC, LLC, BEING THE OWNER OF THAT 90.13 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2008093412 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND THAT 104.94 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, BY DEED RECORDED IN DOCUMENT NO. 2010078403 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE 5.61 ACRES OUT OF SAID TRACTS AND DO HEREBY JOIN, APPROVE AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. 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 "SANTA RITA RANCH PHASE 1, SECTION 2A", 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 16 DAY OF July 2014 2014

SANTA RITA, KC, LLC

BY: James Edward Hoewe, Vice President

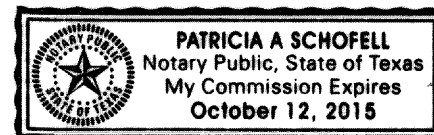
ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF Trans

BEFORE ME ON THIS DAY PERSONALLY APPEARED James Edward Hoewe, 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 THE 16 DAY OF July, A.D., 2014

Patricia A. Schofell
NOTARY PUBLIC SIGNATURE



SEAL

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF DEED OF TRUST LIEN DATED OCTOBER 31, 2013, RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF

INTERNATIONAL BANK OF COMMERCE
A TEXAS BANKING ASSOCIATION

BY: Allen E. Wise

PRINTED NAME: Allen E. Wise
TITLE: Executive Vice President

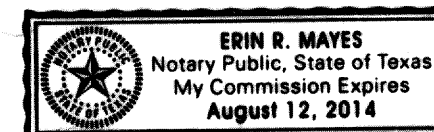
ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME ON THIS DAY PERSONALLY APPEARED Allen E. Wise, Esq., 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 THE 17th DAY OF July, A.D., 2014

Erin R. Mayes
NOTARY PUBLIC SIGNATURE



SEAL

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 K. Weigand July 17, 2014
J. KENNETH WEIGAND
R.P.L.S. NO. 5741
STATE OF TEXAS

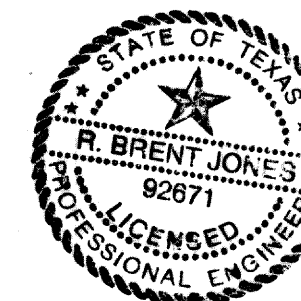


ENGINEER'S CERTIFICATION

THE 100-YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NO. 48491C0250E AND 48491C0275E 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 LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE

R. Brent Jones 7/14/14
R. BRENT JONES
DATE
LICENSED PROFESSIONAL ENGINEER NO. 92671



PLAT OF
SANTA RITA RANCH PHASE 1, SECTION 2A
WILLIAMSON, COUNTY, 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:

I, DAN A. GATTIS, 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.

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, ____M., AND DULY RECORDED ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, ____M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO.

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

NANCY RISTER, CLERK COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

DATE: JULY 12, 2014

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

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

Meeting Date: 08/12/2014

Discuss consider and take appropriate action on approval of preliminary plat for the Star Ranch Townhomes subdivision - Pct 4

Submitted For: Joe England

Submitted By: Patrick Hughes, Unified Road System

Department: Unified Road System

Agenda Consent

Category:

Information

Agenda Item

Discuss, consider and take appropriate action on approval of preliminary plat for the Star Ranch Townhomes subdivision - Pct 4

Background

This is a simple, single-lot subdivision for a proposed apartment complex in the Star Ranch development, located along the east side of Winterfield Drive. There are no public streets. The appropriate review fee has been paid. The final plat for this development has already been approved by the City of Hutto.

Fiscal Impact

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

Attachments

Prelim Plat - Star Ranch Townhomes

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 08/07/2014

Reviewed By

Wendy Coco

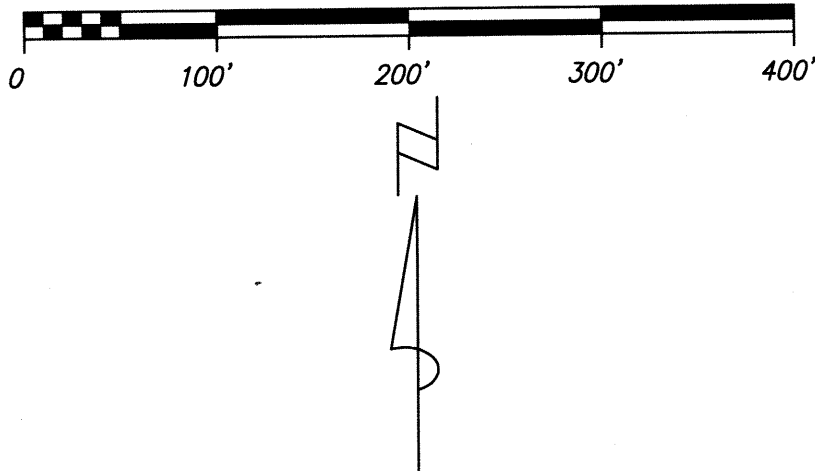
Date

08/07/2014 11:39 AM

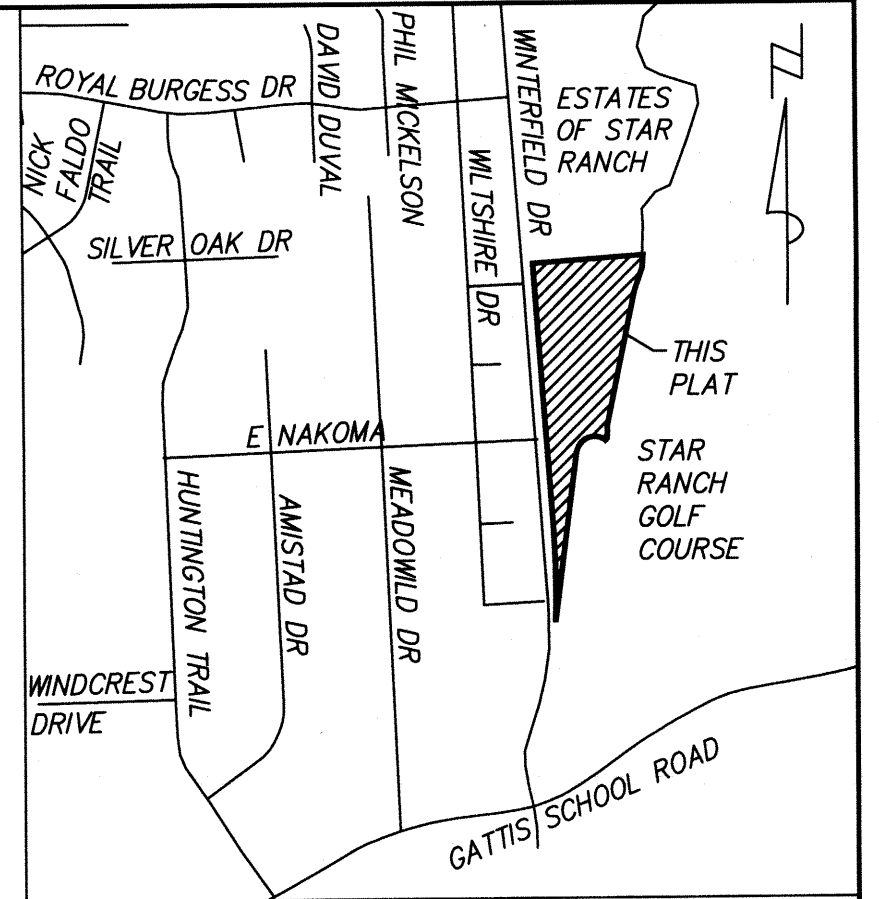
Started On: 08/07/2014 10:58 AM

PRELIMINARY PLAT OF STAR RANCH TOWNHOMES WILLIAMSON COUNTY, TEXAS

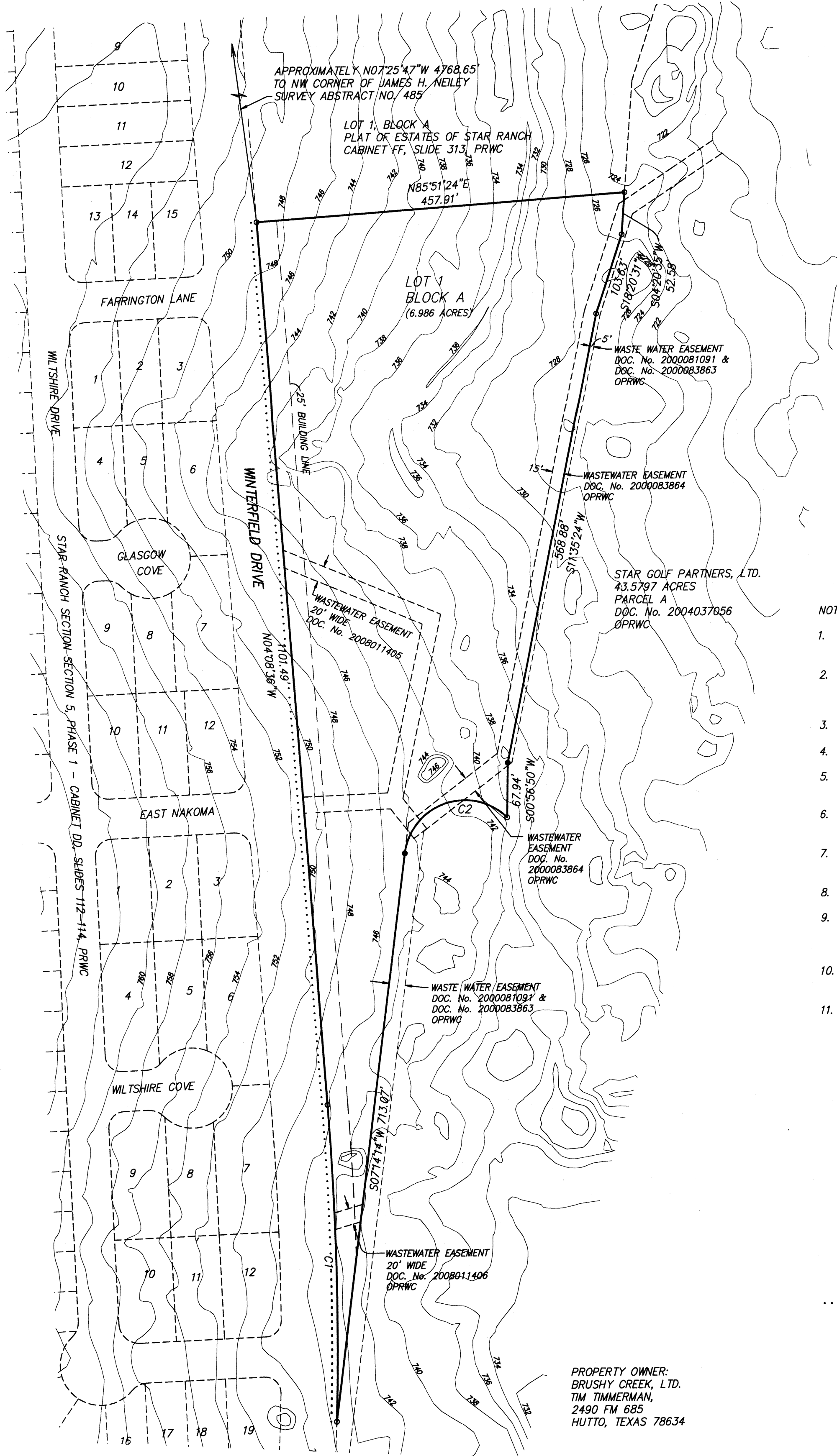
SCALE: 1"=100'



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	395.68	3795.00	5°58'26"	N01°09'23"W	395.50
C2	167.06	75.00	127°37'18"	S71°02'53"W	134.60



LOCATION MAP
SCALE: 1" = 800'



NOTES:

- NO BUILDINGS, FENCING, LANDSCAPING, OR STRUCTURES ARE ALLOWED WITHIN IN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO AND WILLIAMSON COUNTY.
- THE PROPERTY OWNER OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENT AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY WILLIAMSON COUNTY FOR INSPECTION OR MAINTENANCE OF SAID EASEMENT.
- ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE OWNER OR HIS/HER ASSIGNS.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
- WATER AND WASTEWATER WILL BE PROVIDED BY WILLIAMSON COUNTY WATER, SEWER, IRRIGATION AND DRAINAGE DISTRICT NUMBER 3. (WCWSIDD#3)
- THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS AS RECORDED IN DOCUMENT NUMBER OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- THE BUILDING SLAB ELEVATION SHALL BE ONE (1) FOOT ABOVE THE ADJACENT GRADE.
- THIS PLAT LIES WITHIN THE BOUNDARIES OF WILLIAMSON COUNTY WATER SEWER IMPROVEMENT DRAINAGE DISTRICT No. 3 ("DISTRICT"). DEVELOPMENT WITHIN DISTRICT EASEMENTS OR DISTRICT PROPERTY SHALL REQUIRE DISTRICT APPROVAL PRIOR TO CONSTRUCTION.
- A 10' PUE (PUBLIC UTILITY EASEMENT) ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES IS HEREBY DEDICATED. A 5' PUE IS HEREBY DEDICATED ON EACH SIDE OF ALL SIDE AND REAR LOT LINES.
- NO LOT IN THIS SUBDIVISION IS ENCRAGED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL No. 48491C0515E, EFFECTIVE DATE SEPTEMBER 29, 2008 FOR WILLIAMSON COUNTY, TEXAS.

LEGEND:

- = FOUND 1/2" IRON ROD
- = SET 1/2" IRON ROD WITH RJ SURVEYING CAP
- = SIDEWALK REQUIRED
- PUE = PUBLIC UTILITY EASEMENT
- DE = DRAINAGE EASEMENT
- PRWC = PLAT RECORDS OF WILLIAMSON COUNTY
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY

BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83

PROPERTY OWNER:
BRUSHY CREEK, LTD.
TIM TIMMERMAN,
2490 FM 685
HUTTO, TEXAS 78634

SITE DATA:
TOTAL AREA OF THIS PLAT: 6.986 ACRES
1 LOT
1 BLOCK
NO NEW STREETS

DATE: MAY 21, 2014

SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

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

Commissioners Court - Regular Session

13.

Meeting Date: 08/12/2014

MHMR

Submitted For: Dan Gattis

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda: Regular Agenda Items

Category:

Information

Agenda Item

Discuss, consider and take appropriate action on the reappointment of Hartley Sappington as Williamson County's representative to the Bluebonnet Trails Board of Trustees.

Background

Mr. Sappington's current term expires August 31, 2014. This appointment would be for two years from September 1, 2014 through August 31, 2016.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Rebecca Clemons

Final Approval Date: 08/06/2014

Reviewed By

Wendy Coco

Date

08/06/2014 11:15 AM

Started On: 08/04/2014 03:11 PM

Meeting Date: 08/12/2014

SAR Presentation to Dr. Benold

Submitted For: Valerie Covey

Submitted By: Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Hear presentation and resolution from the Texas Society Sons of the American Revolution recognizing Dr. Stephen Benold for his dedication to the citizens of Williamson County.

Background

The Texas Society Sons of the American Revolution are recognizing Dr. Stephen Benold for his 33 years of service to the citizens of Williamson County. The SAR will be presenting Dr. Benold with the EMS Commendation Medal.

Emergency Medical Service (EMS) Commendation Medal

The National Society, a state society or a chapter may present the Emergency Medical Services Commendation Medal, first authorized in 2005, to an individual for accomplishments and/or outstanding contribution in an area of emergency medical services. The award is intended for paramedics and certified Emergency Medical Technicians and others in the emergency medical field who have performed an act or service beyond that normally expected. It may be presented only to an individual and may be only presented once. The medal may also be presented posthumously.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 08/07/2014

Reviewed By

Wendy Coco

Date

08/07/2014 11:39 AM

Started On: 08/07/2014 10:21 AM

Commissioners Court - Regular Session

15.

Meeting Date: 08/12/2014

To discuss consider 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 Regular Agenda Items

Category:

Information

Agenda Item

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

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 07/16/2014

Reviewed By

Wendy Coco

Date

07/16/2014 02:24 PM

Started On: 07/15/2014 12:15 PM

Meeting Date: 08/12/2014

Pearson Ranch Road TCEQ Agent Authorization Form for Edwards Aquifer Protection Program

Submitted By: Tiffany Mcconnell, Road Bond

Department: Road Bond

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and take appropriate action authorizing the Judge to sign a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program on the Pearson Ranch Road Project.

Background

The Pearson Ranch Road Project requires TCEQ approval of a Water Pollution Abatement Plan (WPAP) prior to construction. A TCEQ Agent Authorization Form is required to authorize an employee of Cunningham Allen, the design engineer, to submit the needed WPAP for TCEQ review and approval on behalf of the County.

Fiscal Impact

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

Attachments

Pearson Ranch Road Agent Authorization

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tiffany Mcconnell

Final Approval Date: 08/07/2014

Reviewed By

Wendy Coco

Date

08/07/2014 11:38 AM

Started On: 08/06/2014 09:05 AM

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I _____,
Print Name

Title - Owner/President/Other

of _____,
Corporation/Partnership/Entity Name

have authorized _____
Print Name of Agent/Engineer

of _____
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to \$10,000 per day per violation.
2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.
3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.
4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.
5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

Applicant's Signature

Date

THE STATE OF _____ §

County of _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this ____ day of _____, _____.

NOTARY PUBLIC

Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Meeting Date: 08/12/2014

Discuss consider and take appropriate action on approving a cost reimbursement agreement for a proposed deceleration lane for the Oaks at San Gabriel

Submitted For: Joe England

Submitted By: Patrick Hughes, Unified Road System

Department: Unified Road System

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss, consider and take appropriate action on approving a cost reimbursement agreement for a proposed deceleration lane for the Oaks at San Gabriel subdivision - Pct 3

Background

This is a proposed cost reimbursement agreement between Williamson County and Oaks at San Gabriel, LLC in the amount of \$25,000 for a portion of the cost of a new deceleration lane along westbound SH 29 for the Oaks at San Gabriel development.

Fiscal Impact

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

Attachments

Cost Reimbursement Agreement - Deceleration Lane - Oaks at San Gabriel

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 08/07/2014

Reviewed By

Wendy Coco

Date

08/07/2014 03:05 PM

Started On: 08/07/2014 11:37 AM

STATE OF TEXAS

§
§
§

COST REIMBURSEMENT AGREEMENT

COUNTY OF WILLIAMSON

THIS COST REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into by and between Williamson County, Texas (the "County"), and Oaks at San Gabriel, LLC, a Texas limited liability company ("Oaks").

I. RECITALS

1.01. Oaks has acquired for development certain tracts comprised of approximately 397.84 acres located adjacent to the north of State Highway 29, approximately six (6) miles west of Interstate Highway 35 in Williamson County, Texas, on which Oaks is constructing The Oaks at San Gabriel subdivision (the "Project").

1.02. Oaks and the County have agreed that, though not a legal obligation of Oaks, it is beneficial to both the County and the Project to install a deceleration lane on the westbound side of State Highway 29 at the entrance to the Project via Vista Heights Drive (the "Offsite Transportation Improvements").

1.03. Oaks and the County have agreed that Oaks will construct the Offsite Transportation Improvements, further described in Section 2.01 of this Agreement, with the initial phase of the Project, at its sole expense, and the County will reimburse Oaks in the amount of Twenty Five Thousand Dollars (\$25,000) (the "Reimbursement Amount").

NOW THEREFORE, in consideration of these premises, the mutual covenants of each party, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the County and Oaks agree as follows:

II. OFFSITE TRANSPORTATION IMPROVEMENTS

2.01. Description of the Offsite Transportation Improvements. The Offsite Transportation Improvements to be constructed shall consist of one (1) deceleration lane on the westbound side of State Highway 29, within the state highway right-of-way, approximately two-hundred forty feet (240') long, eleven feet (11') wide with a four foot wide (4') shoulder and constructed of four inches (4") of Hot Mix Asphaltic Concrete on top of sixteen inches (16") of Compacted Limestone Base Material, and further described in the plans and specifications (the "Plans and Specifications") attached hereto as **EXHIBIT A**.

2.02. Oaks To Act As Project Manager for Construction. Oaks will serve as Project Manager for the construction of the Offsite Transportation Improvements. The County acknowledges that Oaks has retained Gray Engineering, Inc., a qualified third party to assist in the execution of its duties as Project Manager, for construction of the Offsite Transportation Improvements, but Oaks shall be and remain responsible under this Agreement for the performance of same as between Oaks and the County.

2.03. Oaks Design of the Offsite Transportation Improvements. As of the Effective Date of this Agreement, Oaks has caused to be prepared the Plans and Specifications for the Offsite

Transportation Improvements in conformance with all applicable Williamson County, City of Georgetown and Texas Department of Transportation design criteria and construction standards. Oaks has provided the Plans and Specifications to the County, the City of Georgetown and the Texas Department of Transportation for review and all governmental authorities have approved the Plans and Specifications. Oaks is to construct the Offsite Transportation Improvements as shown on the approved Plans and Specifications.

III. FUNDING AND REIMBURSEMENT

3.01. Oaks' Agreement to Fund Construction of Offsite Transportation Improvements. Subject to reimbursement in accordance with the terms and conditions of this Agreement, Oaks agrees to fund and timely pay all costs related to the construction of the Offsite Transportation Improvements.

3.02. County's Agreement to Reimburse Oaks for the Reimbursement Amount. Subject to completion of the Offsite Transportation Improvements by Oaks as shown on the approved Plans and Specifications, the County agrees to reimburse Oaks in the amount of Twenty Five Thousand Dollars (\$25,000).

3.03. Payment of Reimbursement Amount. The County and Oaks agree that the Reimbursement Amount shall be paid by the County to Oaks in one (1) lump sum payment due on the 15th day of the first (1st) month following the month in which the County issues its final acceptance of the Offsite Transportation Improvements, which shall not be unreasonably withheld or delayed.

IV. OWNERSHIP OF FACILITIES

4.01. State or County to Own, Operate and Maintain Offsite Transportation Improvements. From and after the expiration of the one (1) year warranty period for the Offsite Transportation Improvements, the State of Texas (by and through the Texas Department of Transportation) or the County shall own, operate, and maintain the Offsite Transportation Improvements as part of the State or County's transportation system or as part of the State Highway System and roads maintained by the Texas Department of Transportation and the State or County shall be responsible for all costs associated with same.

4.02. No Liens Permitted. Oaks shall make timely payment to its engineers, contractors and materialmen for all aspects of the work and for all materials and services relating to the Offsite Transportation Improvements. Oaks shall not cause, suffer, or permit the filing, perfection, or execution of any lien or other encumbrance against the Offsite Transportation Improvements or any portion thereof.

Nothing in this Section prohibits Oaks from withholding payment for any work that Oaks, as Project Manager, deems defective or unacceptable. In that event, Oaks shall have the right to withhold payment even if, in the exercise of that right, a lien or other encumbrance is perfected against the Offsite Transportation Improvements. However, if any lien or other encumbrance is filed against the Offsite Transportation Improvements, or any part of it, due to work performed or materials furnished by or at the request of Oaks, Oaks shall cause the same to be fully and promptly discharged and released of record by payment, deposit, bond, or order of a court of

competent jurisdiction or otherwise. Oaks shall secure the release of the lien or other encumbrance within thirty (30) days after the filing or perfection thereof, unless the parties mutually agree in writing to additional time.

VI. GENERAL PROVISIONS

6.01. Interpretation. Except where the context otherwise clearly requires, in this Agreement:

- (a) words imparting the singular will include the plural and vice versa;
- (b) all exhibits attached to this Agreement are incorporated by reference for all purposes as if fully copied and set forth at length; and
- (c) references to any document mean that document as amended or as supplemented from time to time; and references to any party mean that party, its successors, and assigns.

6.02. Notice of Default; Opportunity to Cure; Termination for Failure to Cure Default. Should either party allege that the other has defaulted in the performance of any obligation, the non-defaulting party shall provide at least thirty (30) days written notice to the other party specifying the nature of the alleged default and provide the other party a reasonable opportunity to cure the default before exercising any legal or equitable remedy related to the alleged default. If the default is not cured within the reasonable period specified to cure the default, the non-defaulting party may terminate this Agreement, on written notice to the defaulting party and pursue such legal remedies as are available to the non-defaulting party, whether at law or in equity.

6.03. Entire Agreement. This Agreement, including any attached exhibits, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter of this Agreement.

6.04. Amendment. No amendment of this Agreement shall be effective until the amendment has been reduced to writing, each party has duly approved it, and is signed by the authorized representatives of the parties. Any amendment shall incorporate this Agreement in every particular not otherwise changed by the amendment.

6.05. No Amendment of Other Agreements. Unless otherwise expressly stipulated, this Agreement is separate from and shall not constitute an amendment or modification of any other agreement between the parties.

6.06. Other Instruments, Actions. The parties agree that they shall take such further actions and execute and deliver any other consents, authorizations, instruments, or documents that are necessary or incidental to achieve the purposes of this Agreement.

6.07. No Third Party Beneficiaries. Except as expressly provided in this Agreement, nothing shall be construed to confer upon any person other than the parties any rights, benefits or remedies under or because of this Agreement.

6.08. No Joint Venture, Partnership, Agency. This Agreement shall not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, by and among the parties.

6.09. Applicable Law. This Agreement shall be construed under and according to the laws of the State of Texas.

6.10. Severability. The provisions of this Agreement are severable. If any court of competent jurisdiction holds any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application of it to any person or circumstance to be invalid or unconstitutional for any reason, it shall not affect the remainder of this Agreement and, in such event, this Agreement shall be construed as if it had never contained such invalid or unconstitutional portion in it.

6.11. Force Majeure. If, by reasons of Force Majeure, any party is rendered wholly or partially unable to carry out its obligations under this Agreement after its effective date, then such party shall give written notice of the particulars of such Force Majeure to the other party or parties within a reasonable time after the occurrence of it. They shall suspend the obligations of the party giving such notice, to the extent affected by such Force Majeure, during the continuance of the inability claimed and for no longer period, and any such party shall in good faith exercise its best efforts to remove and overcome such inability.

The term "Force Majeure" as utilized in this Agreement shall mean and refer to acts of God; strikes, lockouts or other industrial disturbances; acts of terrorism or other public enemies; orders of any kind of the government of the United States, the State of Texas, or any other civil or military authority; insurrections; riots; epidemics; landslides; earthquakes; lightning; fires; hurricanes; storms; floods; washouts; other natural disasters; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals; or other causes not reasonably within the control of the party claiming such inability.

6.12. Venue. Venue for any suit arising under this Agreement shall be in Williamson County, Texas.

6.13. Duplicate Originals. The parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

6.14. Notices. When notices or other communications are required to be given under this Agreement, the parties shall give written notice to the address of the party to be noticed by either:

- (a) delivering it in person;
- (b) depositing it in the United States Mail, first class mail, postage prepaid;
- (c) depositing it with a nationally recognized courier service; or
- (d) by sending it by email with confirming copy sent by mail. For the purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

OAKS:

Oaks at San Gabriel, LLC
c/o Harris, Nicol & Straub, LLC
2929 West 5th Street, Suite A
Fort Worth, Texas 76107
Attn: Lee Nicol
Tel. (817) 332-0028
lnicol@hbhnllc.com

With copies to:

Oaks at San Gabriel, LLC
c/o Harris, Nicol & Straub, LLC
4408 Spicewood Springs Road
Austin, Texas 78759
Attn: Joseph Straub
Tel. (512) 231-1555
jwstraub@hnsdevelopers.com

Oaks at San Gabriel, LLC
c/o Hearthstone, Inc.
Attn: Todd Rosa, VP & Investment Manager
24151 Ventura Blvd.
Calabasas, California 91302
Tel. (858) 436-1287
trosa@hearthstone.com

Oaks at San Gabriel, LLC
c/o Hearthstone, Inc.
Attn: Steven Porath, VP & General Counsel
24151 Ventura Boulevard
Calabasas, California 91302
Tel. (818) 385-3697
sporath@hearthstone.com

Armbrust & Brown, PLLC
100 Congress Ave, Suite 1300
Austin, Texas 78701
Attn: Kevin M. Flahive
Tel. (512) 435-2333
kflahive@abaustin.com

COUNTY:

Williamson County Engineer's Office
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626
Attn: County Engineer
Tel. (512) 943-3336
jengland@wilco.org

With a copy to:

Williamson County Attorney's Office
405 M.L.K., Suite 240
Georgetown, Texas 78626
Attn: Henry Prejean
Tel. (512) 943-1111
hprejean@wilco.org

The parties notify each other of any changes to their respective addresses. If any date or notice period described in this Agreement ends on a Saturday, Sunday, or legal holiday, the parties will

extend the applicable period for calculating the notice to the first business day following such Saturday, Sunday, or legal holiday.

6.15. Expiration of Agreement. Unless sooner terminated under the provisions of this Agreement, this Agreement shall expire of its own terms and without further notice at 12:00 o'clock a.m. on the next business day following the fifth (5th) anniversary of the Effective Date of this Agreement if actual construction of the Offsite Transportation Improvements has not commenced.

6.16. Effective Date. This Agreement shall be effective upon due execution by all parties.

[Signature Page to Follow]

APPROVED AS TO FORM:

WILLIAMSON COUNTY, TEXAS

County Attorney

By: _____
Joe M. England, P.E.
County Engineer


Date: _____

APPROVED AS TO FORM:

OAKS AT SAN GABRIEL, LLC,
a Texas limited liability company

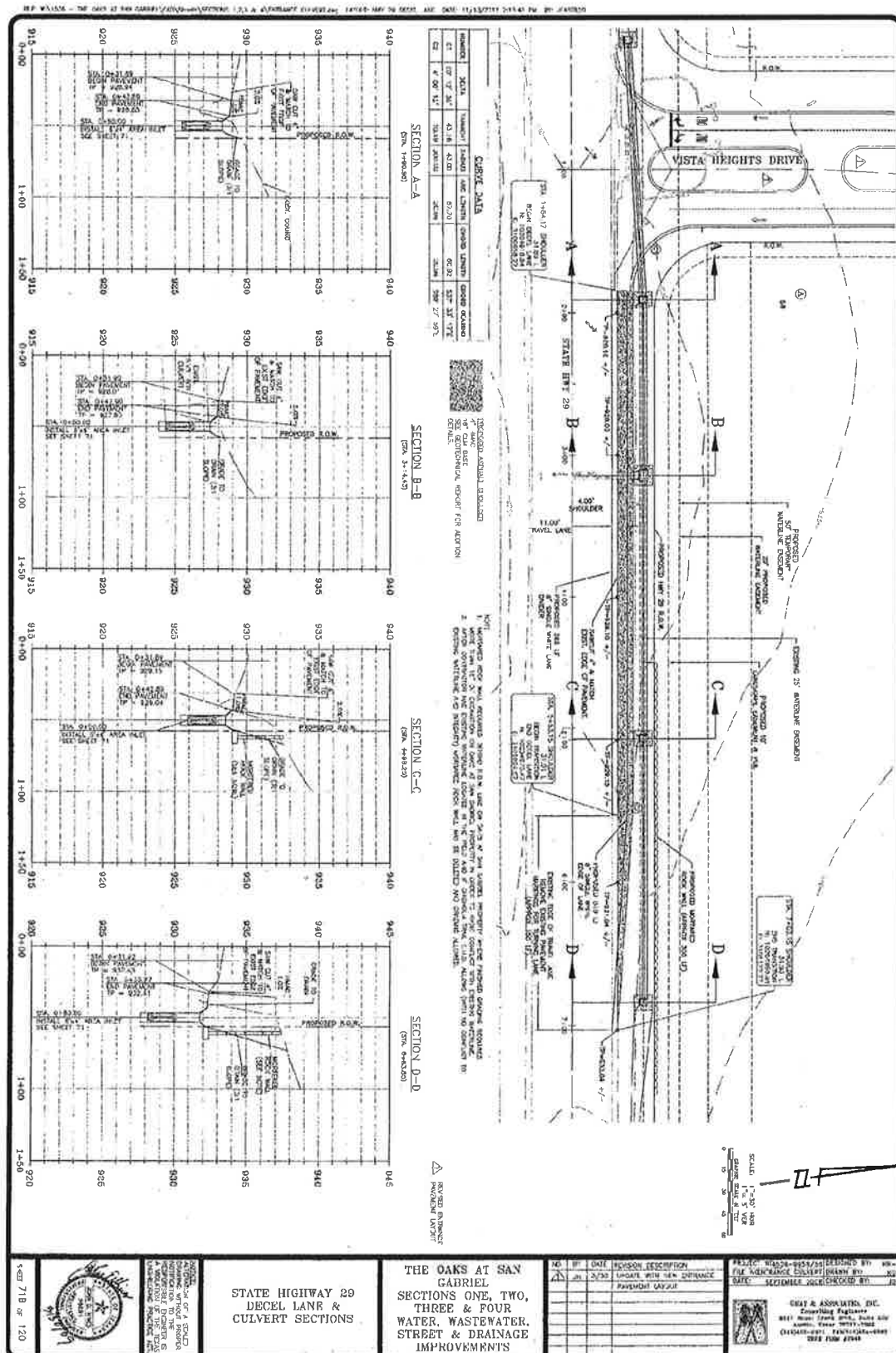
Attorney for Oaks

By: Hearthstone, Inc.,
a California corporation,
d/b/a in Texas as Hearthstone Advisors, Inc.,
its Manager

By:  _____
Steven C. Porath
VP – General Counsel

Date: 7.29.2014

EXHIBIT A Plans and Specifications



Commissioners Court - Regular Session

18.

Meeting Date: 08/12/2014

Interlocal Agreement

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and take appropriate action on a Interlocal Agreement between Williamson County and the City of Round Rock relating to the University Blvd Project.

Background

Fiscal Impact

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

Attachments

University Blvd ILA

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/06/2014

Reviewed By

Wendy Coco

Date

08/06/2014 11:15 AM

Started On: 08/06/2014 10:01 AM

INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY AND CITY OF ROUND ROCK

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

This Interlocal Agreement (the "Agreement") is entered into as of this 26th day of June, 2014, by and between Williamson County, a political subdivision of the state of Texas (the "County") and the City of Round Rock, a Texas home-rule municipality (the "City") (collectively, the "Parties").

RECITALS

WHEREAS, V.T.C.A., Government Code, Chapter 791, cited as the Texas Interlocal Cooperation Act, provides that any one or more local governments may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the City desires to widen University Boulevard from IH-35 to Sunrise Road (the "Project", as shown on **Exhibit "A"**, attached hereto).

WHEREAS, the County desires to co-operate with the City by sharing in some of the design and construction costs for the Project

Now therefore, in consideration of the mutual covenants and agreements herein contained, the City and the County agree as follows:

A.

TERMS AND CONDITIONS

1. Project Improvement.

1.1 The Road Improvements. The improvements to University Boulevard from IH-35 to Sunrise Road shall consist of all of the items listed in **Exhibit "B"**, attached hereto and incorporated herein (the "Road Improvements"). The Road Improvements shall also include all engineering, legal, financing, or other expenses incident to the improvement of the Project.

1.2 Obligation of the City. The City shall be responsible for the planning, design, right-of-way acquisition, utility relocation and construction of all Road Improvements, as well as all other costs related to the Project. The City shall

complete construction of the Project within five (5) years from the date of execution of this Agreement.

1.3 Obligation of the County. The County shall pay to the City the following sums: \$2,500,000 after the City and the County have executed this Agreement and \$2,500,000 after the City has acquired or otherwise received possession of all of the necessary right-of-way and easements needed for the roadway expansion, which for the purposes of this Agreement may include rights-of-entry or possession and use agreement(s) for the aforementioned right-of-way parcels.

B.

MISCELLANEOUS PROVISIONS

1. **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.
2. **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas.
3. **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.
4. **Headings.** The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.
5. **Partial Invalidity.** If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.
6. **Waiver.** Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.
7. **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.
8. **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

9. **Venue.** All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.
10. **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
11. **Representations.** Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.
12. **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.
13. **Entire Agreement.** This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.
14. **Term.** This Agreement shall automatically terminate if the contract for the Project has not been approved by the City within one (1) year after this Agreement is executed by both parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

(the rest of this page left blank)

WILLIAMSON COUNTY

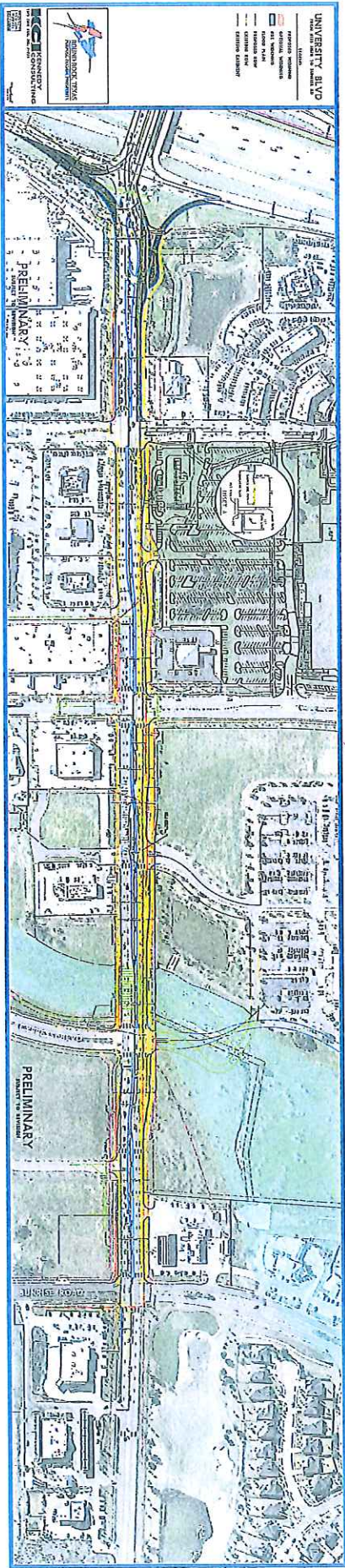
By: _____
Honorable Dan A. Gattis, County Judge

Date: _____

CITY OF ROUND ROCK, TEXAS

By:  _____
Alan McGraw, Mayor

Date: 6.26.14



EXHIBIT

A

tabbles®

Exhibit "B"

University Boulevard Widening Project

Work to be performed within the project:

- 1) Engineering design and related professional services (including Legal, Surveying, Appraisals, etc.)
- 2) Right-of-way and easement acquisition, to include related professional services
- 3) Utility design and relocation, including agreements for relocation with third party providers
- 4) Construction, including roadways, sidewalks, drainage, landscaping, utilities, and related appurtenances.

Meeting Date: 08/12/2014

sun life stock

Submitted By: Hal Hawes, County Judge

Department: County Judge

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss, consider and take appropriate action on an Order authorizing the Williamson County Judge to execute an Affidavit of Loss and Agreement of Indemnity for the purpose of facilitating the replacement of a Sun Life Financial stock certificate for 1126 shares, represented by certificate number C 0110857.

Background

The original stock certificate cannot be found. In order to have a new certificate issued, it is necessary to have an affidavit of loss executed setting forth that the original certificate cannot be found. It is also necessary for to apply for a surety bond whereby the insurance company Travelers, as surety, will indemnify CST/Sunlife and agree to pay CST/Sunlife damages in the event the original certificate is found and sold after the substituted stock is sold.

Fiscal Impact

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

Attachments

[Affidavit of Loss Sun Life](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 08/06/2014

Reviewed By

Wendy Coco

Date

08/06/2014 11:15 AM

Started On: 07/31/2014 04:11 PM

ORDER

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

The Commissioners Court of Williamson County, Texas, convened at a meeting of said Court at the Williamson County Courthouse in the City of Georgetown, Texas, on the 12th day of August, 2014, with the following members present, to-wit:

Dan A. Gattis, County Judge
Lisa Birkman, Commissioner, Precinct 1
Cynthia Long, Commissioner, Precinct 2
Valerie Covey, Commissioner, Precinct 3
Ron Morrison, Commissioner, Precinct 4

and the following members absent, to-wit:

_____, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING the Williamson County Judge to execute an Affidavit of Loss and Agreement of Indemnity for the purpose of facilitating the replacement of a Sun Life Financial stock certificate for 1126 shares, represented by certificate number C 0110857.

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

AYES: _____
NAYS: _____
ABSTENTIONS: _____

PASSED, APPROVED and ADOPTED this 12th day of August, 2014.

WILLIAMSON COUNTY

BY: _____
 Dan A. Gattis
 County Judge
 Williamson County, Texas

ATTEST:

Nancy Rister, County Clerk

Meeting Date: 08/12/2014

Discuss, consider and take appropriate action to approve the Tax collection Agreement between City of Round and the County of Williamson Texas

Submitted For: Deborah Hunt

Submitted By: Judy Kocian, County Tax Assessor
Collector

Department: County Tax Assessor Collector

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between the City of Round Rock and the County of Williamson State of Texas.

Background

The Tax Collection Agreement original documents with the City of Round Rock require the County Judge and County Clerk's signatures. Two hard copies were sent via interagency mail to the Judge's office indicating the appropriate signature line. The Tax Assessor/Collector has signed in the designated areas of the original documents. One original completed document shall be retained by the County Clerk for their records and the other completed original shall be sent back to the Tax Assessor/Collector's office to mail to the entity requesting the agreement.

Fiscal Impact

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

Attachments

City of Round Rock

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 08/06/2014

Reviewed By

Wendy Coco

Date

08/06/2014 11:15 AM

Started On: 08/04/2014 02:38 PM

THE STATE OF TEXAS § TAX COLLECTION AGREEMENT
§
COUNTY OF WILLIAMSON §

WHEREAS, City of Round Rock and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named City for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between City of Round Rock, a Texas home rule city, hereinafter referred to as the City, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the City for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the City all necessary duties authorized, and the City does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the City.

B. The County shall make the calculations necessary for the City to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code. The Tax Assessor-Collector shall request in writing from the City the information necessary to calculate the tax rates specified by Chapter 26 of the Texas Property Tax Code. The City shall furnish to the Tax Assessor-Collector in writing the requested information within two weeks of receipt of the written request from the Tax Assessor-Collector. The County shall also cause the publication of the necessary public notice of the required tax rates for the City annually. The City designates the Williamson County Tax Assessor-Collector as its officer for calculation of effective and rollback tax rates. The City shall pay for the actual costs of publication of such notices as charged by the appropriate newspaper. The County agrees that all required published notices shall be placed with the Round Rock Leader and/or the Austin American Statesman.

C. The County agrees to perform all acts necessary and proper to collect the assessments owed by the owners of property located in the Behren's Ranch Public Improvement District. The City shall pay to the County for the PID collection services \$0.24 per each parcel of property subject to the PID assessment for tax year 2014. The City will provide the County with a complete list of parcels subject to the PID assessment by tax identification number, and the dollar amount of the PID assessment for each parcel.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the City, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the City, meet the requirements of the Property Tax Code, as amended, and to develop and

maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the City.

The County undertakes and agrees to make available to the City full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the City advised of all financial information affecting the City.

B. The City authorizes the County to approve on behalf of the City all refunds not exceeding \$2,500 pursuant to TEX. PROP. TAX CODE ANN. § 31.11(a)(2)(B). All refunds exceeding \$2,500 must be approved by the City Council of the City. Refunds may be made from tax collections otherwise due to the City, or, if there are not sufficient current collections to make the refund, the City shall, at the request of the Tax Assessor-Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the City all refunds made on behalf of the City.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the City from tax collection otherwise due to be distributed to the City. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the City shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the City must set its annual tax rates not later than the 15th day of September of each year.** In the absence of this requirement being met, the City shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the City does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The City hereby agrees and expressly authorizes the County to contract on the City's behalf with private legal counsel for the collection of delinquent property taxes. The City further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for City by such private legal counsel.

4. For each tax year, the City shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the City. The number of accounts taxable by the City shall be determined as of the certification of the City's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor-Collector annually. The Tax Assessor-Collector shall notify the City of the charge per parcel on or about March 1. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the City.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the City to conduct an annual financial audit of the City as such inquiries are related to the collection of taxes as provided for by this contract.
6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.
7. The County agrees to make payments of taxes collected into such depositories as are selected by the City. Such payments shall be made every day on which both the County's tax office and City's depository are open for business.
8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the City shall assume all its tax collection responsibilities for all tax years.
9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to City.
10. This agreement supercedes any and all agreements and contracts by and between the City and Williamson County relative to the collection of taxes.
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed July 24, 2014.

COUNTY OF WILLIAMSON

Dan A. Gattis, County Judge
County of Williamson

Deborah M. Hunt
Deborah M. Hunt, Tax Assessor-Collector,
County of Williamson

CITY OF ROUND ROCK,

George White

~~Alan McGraw, Mayor~~

George White, Mayor Pro-Tem

Commissioners Court - Regular Session

21.

Meeting Date: 08/12/2014

order of general election to be held november 4 2014

Submitted For: Jason Barnett

Submitted By: Kay Eastes, Elections

Department: Elections

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and take appropriate action on ordering the General Election to be held on Tuesday, November 4, 2014.

Background

Fiscal Impact

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

Attachments

Order of General Election

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kay Eastes

Final Approval Date: 08/07/2014

Reviewed By

Wendy Coco

Date

08/07/2014 11:38 AM

Started On: 08/06/2014 07:00 PM

ORDER OF GENERAL ELECTION

On this 12th day of August, 2014, the Commissioners Court of Williamson County, Texas, does hereby order that the General Election for Williamson County shall be held on Tuesday, November 4, 2014, for registered voters in Williamson County, Texas. The offices to be voted on are, as follows:

United States Senator
United States Representative, District 31
Governor
Lieutenant Governor
Attorney General
Comptroller of Public Accounts
Commissioner of the General Land Office
Commissioner of Agriculture
Railroad Commissioner
Chief Justice, Supreme Court
Justice, Supreme Court, Place 6 (Unexpired Term)
Justice, Supreme Court, Place 7
Justice, Supreme Court, Place 8
Judge, Court of Criminal Appeals, Place 3
Judge, Court of Criminal Appeals, Place 4
Judge, Court of Criminal Appeals, Place 9
State Senator, District 5
State Representative, District 20
State Representative, District 52
State Representative, District 136
Chief Justice, 3rd Court of Appeals District
District Judge, 277th Judicial District
District Judge, 368th Judicial District
County Judge
Judge, County Court at Law #1
Judge, County Court at Law #2
Judge, County Court at Law #3
Judge, County Court at Law #4
District Clerk
County Clerk
County Treasurer
County Surveyor
County Commissioner, Precinct 2
County Commissioner, Precinct 4
Justice of the Peace, Precinct 1
Justice of the Peace, Precinct 2
Justice of the Peace, Precinct 3
Justice of the Peace, Precinct 4
Constable, Precinct 3 (Unexpired Term)

It is further ordered that Early Voting by personal appearance be conducted at the polling places and polling hours, as follows:

DATES AND TIMES FOR FULL-TIME LOCATIONS:

Monday, October 20 through Friday, October 31, 2014

7:00 am to 7:00 pm Weekdays and Saturday

Sunday, October 26 Noon – 6:00 pm

FULL-TIME LOCATIONS:

Main Location: ***Williamson County Inner Loop Annex***, 301 SE Inner Loop, Georgetown

Branch Locations:

Parks & Recreation Admin. Bldg., 1101 N. College St., Georgetown

Cowan Creek Amenity Center, 1433 Cool Springs Way, Georgetown

BACA Senior Center, 301 W. Bagdad St., Bldg. 2, Round Rock

Round Rock Randalls, 2051 Gattis School Rd, Round Rock

Brushy Creek Community Center, 16318 Great Oaks Dr., Round Rock

J.B. and Hallie Jester Annex, 1801 E. Old Settlers Blvd., Round Rock

Anderson Mill Limited District, 11500 El Salido Pkwy, Austin

Cedar Park Public Library, 550 Discovery Blvd., Cedar Park

Cedar Park Randalls, 1400 Cypress Creek Rd., Cedar Park

Pat Bryson Municipal Hall, 201 N. Brushy St., Leander

Hutto City Hall, 401 W. Front St., Hutto

Taylor City Hall, 400 Porter St., Taylor

Applications for ballot by mail shall be mailed to:

Jason M. Barnett, Early Voting Clerk
Williamson County Elections
P. O. Box 209
Georgetown, TX 78627

Applications for ballot by mail must be received no later than the close of business on October 24, 2014.

Issued this the _____ day of August, 2014.

Dan A. Gattis, County Judge

Commissioners Court - Regular Session

22.

Meeting Date: 08/12/2014

authorize williamson county to participate in joint elections with other political jurisdictions on november 4 2014

Submitted For: Jason Barnett

Submitted By: Kay Eastes, Elections

Department: Elections

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and take appropriate action on authorizing Williamson County to participate with other political jurisdictions in a joint election on November 4, 2014.

Background

Fiscal Impact

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

Attachments

[Order authorizing participation in Joint Elections](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kay Eastes

Final Approval Date: 08/07/2014

Reviewed By

Wendy Coco

Date

08/07/2014 11:38 AM

Started On: 08/06/2014 07:09 PM

**ORDER AUTHORIZING
WILLIAMSON COUNTY TO PARTICIPATE IN JOINT ELECTION**

On this 12th day of August, 2014, the Commissioners Court of Williamson County, Texas, does hereby authorize Williamson County to participate in a joint election with other political subdivisions that order their elections by the date prescribed by the Secretary of State as the final day to order an election, described, as follows:

Austin Community College,
City of Austin,
City of Georgetown,
Round Rock Independent School District,
And Williamson County political subdivisions, as yet undeclared;

and collectively, including Williamson County, are referred to hereinafter as the “**Participating Authorities**”, to each hold an election on November 4, 2014; and

WHEREAS, each of the Participating Authorities (i) is located partially or entirely within Williamson County, Texas (the “**County**”), and (ii) shares an election precinct with at least one other Participating Entity; and

WHEREAS, the County has contracted or is contracting with each Participating Entity to conduct and provide election services for such Participating Entity’s November 4, 2014 election; and

WHEREAS, the Participating Authorities all desire to enter into a joint election agreement for the purpose of sharing election equipment, costs, election officials, and polling locations, and election ballots where appropriate; and agree as follows:

The Participating Entities shall enter into a Joint Election Agreement and Contract for Election Services (“**Agreement**”) for the conduct of the elections to be held on November 4, 2014.

The Participating Authorities appoint Jason M. Barnett, Williamson County Elections Administrator, to serve as the Early Voting Clerk and the Election Officer for each Participating Entity in order to perform and supervise the duties and responsibilities for the conduct of the November 4, 2014, elections.

Early voting in person and election day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each Participating Entity.

Issued this the _____ day of August, 2014.

Dan A. Gattis, County Judge

Commissioners Court - Regular Session

23.

Meeting Date: 08/12/2014

establish central counting station for november 4 2014 elections

Submitted For: Jason Barnett

Submitted By: Kay Eastes, Elections

Department: Elections

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and take appropriate action for establishing the Central Counting Station and appointment of officers to serve at the Central Counting Station in connection with the November 4, 2014, Joint General and Special Elections.

Background

Fiscal Impact

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

Attachments

[Order Establishing Central Counting Station](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kay Eastes

Final Approval Date: 08/07/2014

Reviewed By

Wendy Coco

Date

08/07/2014 11:38 AM

Started On: 08/06/2014 07:12 PM

ORDER
ESTABLISHING CENTRAL COUNTING STATION
JOINT GENERAL AND SPECIAL ELECTIONS
November 4, 2014

On this 12th day of August, 2014, the Commissioners Court of Williamson County, Texas, does hereby establish one Central Counting Station for counting the ballots for the Joint General and Special Elections being held on Tuesday, November 4, 2014. The Central Counting Station shall be established and organized pursuant to Chapter 127, Texas Election Code.

The Central Counting Station shall be located at the Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas.

The following officers are appointed to serve at the Central Counting Station:

Candi Zaccheus, Counting Station Manager;
Jason M. Barnett, Tabulation Supervisor;
Julie Seippel, Assistant Tabulation Supervisor;
Karen Adair-Murphy, Presiding Judge; and,
Jose Orta, Alternate Presiding Judge.

SIGNED this _____ day of August, 2014.

Dan A. Gattis, County Judge

Commissioners Court - Regular Session

24.

Meeting Date: 08/12/2014

appointment of election judges and alternate judges for the november 4 2014 elections

Submitted For: Jason Barnett

Submitted By: Kay Eastes, Elections

Department: Elections

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss and take appropriate action on the appointment of Judges and Alternate Judges to serve Election Day, November 4, 2014.

Background

Fiscal Impact

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

Attachments

Order Appointing Judges and Alternae Judges

Exhibit A. Judges. AJ

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kay Eastes

Final Approval Date: 08/07/2014

Reviewed By

Wendy Coco

Date

08/07/2014 11:39 AM

Started On: 08/06/2014 07:14 PM

**ORDER APPOINTING
ELECTION JUDGES AND CLERKS
JOINT GENERAL SPECIAL ELECTIONS**

November 4, 2014

On this 12th day of August, 2014, the Commissioners Court of Williamson County, Texas, does hereby appoint the individuals described in the attached **Exhibit "A"** and incorporated herein for all intents and purposes to serve as Judges and Alternate Judges at the Vote Centers in connection with the November 4, 2014, elections to serve for the term beginning September 1, 2014, and ending August 31, 2015.

Issued this the _____ day of August, 2014.

Dan A. Gattis, County Judge

EXHIBIT "A"

Appointment of Judge and Alternate Judge for Joint General and Special Election, November 4, 2014

On this the 12th day of August, 2014, the Commissioners Court of Williamson County, Texas does hereby appoint the following persons as vote center election judges and alternate judges to serve for a one year term which begins September 1, 2014 and ends August 31, 2015.

Vote Center	Appt.	Last Name	First Name
Anderson Mill Limited District	J	Tollerton	Deanna
	AJ	Rightmyer	Kathryn
Bethany United Methodist Church	J	Adair	Dwight
	AJ	Sanders	Pat
Clairmont Retirement Community	J	Shanks	John
	AJ	Bliss	Jon
Kelly Reeves Athletic Complex	J	Ples	Paul
	AJ	Shaughnessy	Carin
La Quinta Inn & Suites	J	Stratton	Eric
	AJ	Steele	Martin
Lord of Life Lutheran Church	J	Harrison	Dan
	AJ	Beyer	Lana
Northwest Fellowship	J	Atkins	Wanda
	AJ	Sherrod	Mack
Rattan Creek Park Community Center	J	Miller	Kent
	AJ	Dziadziola	David
Bartlett Town Hall	J	VanPraag	Jane L.
	AJ	Tannehill	Carolyn
Cedar Park City Hall	J	Zaharias	David
	AJ	Pillay	Logan
Cedar Park High School	J	Barron	Paul
	AJ	Horton	Harriet
Cedar Park Library	J	Crabtree	James
	AJ	Hammonds	Zanette
Cedar Park Randalls	J	Martin	Sandra
	AJ	Rathbun	Mina
Cedar Park Recreation Center	J	Franke	Catherine
	AJ	Tracy	Shannon

EXHIBIT "A"

Appointment of Judge and Alternate Judge for Joint General and Special Election, November 4, 2014

Highland Estates Ind Retirement Living	J	Richardson	Ann
	AJ	Reichard	Irene
Vista Ridge High School	J	Jewett	Jon
	AJ	Soliz	Jesse
Coupland School	J	Carroll	Shannon
	AJ	Gaskin	Emma
Andice Community Center	J	Kohn	David
	AJ	Covey	Jerry
Florence City Hall	J	Hampton	Janet
	AJ	Kanetzky	Connie
County Central Maintenance Facility	J	Helms	Debra
	AJ	Smith	Marie
Cowan Creek Amenity Center	J	Cody	Cathy
	AJ	Kienenberger	Cameron
Estrella Oaks Rehab & Care	J	Sanders	Sharon
	AJ	Fawcett	Marie
First Baptist Church	J	Faraci	Anthony
	AJ	VanBuren	Jennifer
Georgetown Airport - Terminal Bldg	J	Johnson	Donna
	AJ	Morgan	Tommy
GISD Administration Bldg	J	Schrowang	Sue
	AJ	Naman	Paul
Parks and Recreation Administration	J	Moore	Peggy
	AJ	Trietsch-Chaney	Paula
Main Street Baptist Church	J	Williamson	Richard
	AJ	Peterson	Marti
San Gabriel Presbyterian Church	J	Dawson	Debbie
	AJ	Yeck	Ron
Sun City Social Center	J	Neal	Jack
	AJ	Vogel	Phyllis
The Caring Place Annex	J	Marler	John
	AJ	Bacelis	Jorge

EXHIBIT "A"

Appointment of Judge and Alternate Judge for Joint General and Special Election, November 4, 2014

Williamson County Inner Loop Annex	J	Ledbetter	Kay
	AJ	Smith	Diane
SPJST Hall	J	Spanel	Deborah
	AJ	Cheatheam	Elisabeth
Hutto City Hall	J	MacEwan	David
	AJ	Campos	Jesse
Hutto Middle School	J	Hosek	Larry
	AJ	Albert	Frances
Jarrell Memorial Park Community Center	J	Davidson	Nita
	AJ	Jones	Jim
Leander Church of Christ	J	Boydston	Dwaine
	AJ	George	Gaylon
Leander High School	J	Price	Bobbi
	AJ	Reiman	Kathy
Leander Public Library	J	Stroud	Don
	AJ	Tiano	Betsy
Pat Bryson Municipal Hall	J	Giddens	Roger
	AJ	Mann	Jim/Lynn
Rouse High School	J	Pollastro	Jennifer
	AJ	Sterzing	H.Keith
Liberty Hill High School	J	Griffin	Wes
	AJ	Graves	Mike
Baca Senior Center	J	Franco	Emilia/Jesus
	AJ	Shamblin	Alicia
Bluebonnet Trail Community Services	J	Cummings	Sharon
	AJ	McMasters	Sonia
Brushy Creek Community Center	J	Ruppert	Carol
	AJ	Carpenter	Sherrl
Cedar Ridge High School	J	Guzman	Lila
	AJ	Huffstutler	Keith
Central Texas Beauty College	J	King	Iylehia
	AJ	McFarlane	Barbara

EXHIBIT "A"

Appointment of Judge and Alternate Judge for Joint General and Special Election, November 4, 2014

Dell Diamond Heritage Center	J	Janda	Shelley
	AJ	Narvaez	Ruben
Faith Baptist Church	J	Armbruster	Steve
	AJ	Gier	Bob
Fern Bluff MUD Community Center	J	Gill	Diane
	AJ	Barbini	Charlotte
Hilton Garden Inn	J	Durham	David
	AJ	DeLoach	Nadine
JB & Hallie Jester Annex	J	McAnally	Bruce
	AJ	Garrett	Birda
Round Rock High School	J	Pitts	Rick
	AJ	Felthauser	James
Round Rock Presbyterian Church	J	Risinger	Ronny
	AJ	Erickson	Teresa
Round Rock Randalls	J	Stoddard	Reed
	AJ	Vanausdal	Erika
San Gabriel Rehab & Care	J	Garza	Dan
	AJ	Parson	Richard
Sleep Inn & Suites	J	Gunn	Susan
	AJ	Shisler	Faith
Teravista Community Center	J	Cole	Rod
	AJ	Glover	Valerie
Main Street Events Center	J	Collins	Gayle
	AJ	Newman	Maria
Taylor City Hall	J	Brown	Betty
	AJ	Werner	Pat
Taylor Public Library	J	Dixon	Lisa
	AJ	Hill	Leslie
St John Lutheran Church	J	Ledbetter	Steve
	AJ	Pierritz	Frances
First Baptist Church of Weir	J	Schumacher	David
	AJ	Wittera	Larry

Commissioners Court - Regular Session

25.

Meeting Date: 08/12/2014

Allegiance

Submitted By: Wendy Coco, County Judge

Department: County Judge

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss, consider, and take appropriate action on correspondence to Allegiance Benefit Plan Management, Inc. regarding termination of Administrative Services Agreement.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Form Started By: Wendy Coco

Started On: 08/08/2014 02:44 PM

Final Approval Date: 08/08/2014

Commissioners Court - Regular Session

26.

Meeting Date: 08/12/2014

FY 15 Budget Discussion

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss 2014-2015 Budget

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/24/2014

Reviewed By

Wendy Coco

Date

07/24/2014 10:31 AM

Started On: 07/22/2014 09:57 AM

Commissioners Court - Regular Session

27.

Meeting Date: 08/12/2014

Advertise CTTC Water Line Repair

Submitted For: Bob Space

Submitted By: Connie Singleton, Purchasing

Department: Purchasing

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing advertising and setting date of September 10, 2014 at 2:00 PM in the Purchasing Department to receive bids for Williamson County Central Texas Treatment Center Water Line Repairs, Bid# 14IFB00244.

Background

This project is to replace domestic water lines at the Williamson County Central Texas Treatment Center in Granger, Texas. The estimated time of final completion is one-hundred-and-sixty (160) days at an approximate cost of \$140,000.

Fiscal Impact

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

Attachments

CTTC Wter Line Repair

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Bob Space	08/07/2014 09:36 AM
County Judge Exec Asst.	Wendy Coco	08/07/2014 11:38 AM
Form Started By: Connie Singleton		Started On: 08/01/2014 04:33 PM
Final Approval Date: 08/07/2014		



2014

Williamson County

INVITATION FOR BID

Central Texas Treatment Center Water Line Replacement

Bid # 14IFB00244

***Williamson County Purchasing
Department
901 S. Austin Avenue
Georgetown, TX. 78626
www.wilco.org/Purchasing
512-943-3553***

Submission Deadline: Wednesday, September 10, 2014 at 2:00 PM



New 2-Step Bid Process

FOR BID #14IFB00244 Table of Contents

I.	Cover sheet	Page 1
II.	Table of Contents	Page 2
III.	Important Information on Two (2) Step Bid Process	Page 3
IV.	Step 1 Overview	Page 4
	A. Price Sheet – Schedule “A”	Page 7
	B. Bid Specifications (Schedule “B”)	Page 8
V.	Step 2 Overview	Page 9
	C. Schedule and Bid Format for Submission (Schedule “C”)	Page 10
	D. Conflict of Interest Questionnaire (Schedule “D”)	Page 17
	E. Bid Affidavit (Schedule “E”)	Page 19
	F. Standard Terms and Conditions (Schedule “F”)	Page 20
	G. List of Other Mandatory Documentation (Schedule “G”)	Page 34
	H. Presumptive Contract Form (Schedule “H”)	Page 35



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:

Wednesday September 10, 2014 at 2:00 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.

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 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.



INVITATION FOR BIDS (IFB)
-Public Announcement and General Information-

Williamson County Central Texas Treatment Center
Water Line Repairs

Bid # 14IFB00244

BIDS MUST BE RECEIVED ON OR BEFORE:
September 10, 2014 at 2:00 PM

BIDS WILL BE PUBLICLY OPENED:
September 10, 2014 at 2:00 PM

MANDATORY PRE-BID

August 26, 2014 at 2:00 PM at the
Williamson County Central Texas Treatment Center
601 N. Alligator Road, Granger, Texas

Williamson County is seeking qualified companies to replace domestic water lines at the Williamson County Central Texas Treatment Center in Granger, Texas. The estimated time of final completion is one-hundred-and-sixty (160) days at an approximate cost of \$140,000.

BID SUBMISSION

Notice is hereby given that sealed Bids will be accepted by the Williamson County Purchasing Department for Bid # 14IFB00244, CTTC Water Line Repairs. 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:	CTTC Water Line Repair
BID NO:	Bid # 14IFB00244
DUE DATE/TIME:	Wednesday, <u>September 10 at 2:00 PM</u>
MAIL OR DELIVER TO:	Williamson County Purchasing Department
	Attn: CTTC Water Line Repair # 14IFB00244
	901 South Austin Avenue
	Georgetown, TX 78626

All Respondents interested in submitting a BID MUST attend the Mandatory Pre-bid Conference on August 26, 2014 at 2:00 PM at the Williamson County Central Treatment Center, 601 N. Alligator, Granger, TX.

Any questions, clarifications or requests for general information should be directed to the contact listed below:

Assistant Purchasing Agent
Attn: CTTC Waterline 14IFB00244
901 South Austin Avenue
Georgetown, TX 78626
purchase@wilco.org

Questions must be submitted via email, and are due by 5PM CST on September 2, 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

Dwayne Gossett, Project Coordinator, Williamson County Facilities (or successor) at 3101 SE Inner loop 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 COUNTY HOLIDAYS. THE PURCHASING DEPARTMENT IS CLOSED DURING LUNCH FROM 12:00PM – 1:00PM.

STEP 1

-Schedule A AND Bidders Bonds are Required to be submitted before the deadline of:

Wednesday, September 10, 2014 2:00

SCHEDULE "A" PRICE SHEET

-REQUIRED AS A PART OF STEP 1-

WILLIAMSON COUNTY CTTC Water Line Repairs
THIS FORM MUST BE COMPLETED AND RETURNED BY THE DEADLINE OF:
September 10, 2014 2:00 PM

The undersigned Bidder, having become familiar with this IFB agrees to furnish the services and/or goods in accordance with this IFB at the following prices(s).

Total Amount BID _____

WRITTEN AMOUNT

NUMERICAL AMOUNT

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

**SEE EXHIBIT A FOR BID
SPECIFICATIONS AND 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: CTTC Water Line Replacement
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 and References
- Bidder's Bond as specified in section 3.3.40

Note: All documents listed above **MUST** be submitted by the deadline: September 10, 2014 at 2:00 PM. These documents **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" (Conflict of Interest Questionnaire)
- Schedule "E" (Bid Affidavit)
- Schedule “G” (Other Mandatory Documentation: Certificates of Insurance, Performance, Payment Bond, Assumed Name Certificate, and Pending or Anticipated Litigation Information)
- Schedule “H” (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 and References – Schedule “A”
- ☐ Bidder’s Bond
- ☐ **Authorized Signature** on Price Sheet forms
- ☐ Submitted by the Designated Deadline Wednesday, September 10th, 2014 at 2:00 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

- ☐ Conflict of Interest Disclosure Statement (Schedule “D”)
- ☐ Bid Affidavit and Acknowledgement of Addenda (Schedule “E”)
- ☐ Payment and Performance Bond
- ☐ Certificates of Insurance
- ☐ 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.
- ☐ Ensuing Agreement
- ☐ 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.

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 # 14IFB00244 CTTC Water Line Replacement**
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”

CONFLICT OF INTEREST QUESTIONNAIRE

For Bidder or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

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 "E"
BID AFFIDAVIT/ACKNOWLEDGMENT OF ADDENDA
CTTC Water Line Replacement
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 _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this _____ day personally appeared _____ (Name of Signer), who after being by me duly sworn, did depose and say:

"I, _____ (Name of Signer) am a duly authorized officer

of/agent for _____ (Name of Bidder) and have been duly

authorized to execute the foregoing on behalf of the said _____ (Name of Bidder).

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name and Address of Bidder:

Fax: _____ Telephone#: _____

By: _____ Printed Name: _____

Title: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 20____.

Notary Public in and for
the State of _____

SCHEDULE “F”

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, TERMS AND CONDITIONS

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.

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 (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL BIDDER IN THE DEFENSE OF EACH MATTER. SUCCESSFUL BIDDER'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S) UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, BIDDER SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF BIDDER ARE NOT AT ISSUE IN THE MATTER.

Successful Bidder's indemnification shall cover, and Successful Bidder agrees to indemnify Williamson County, in the event Williamson County is found to have been negligent for having selected Successful Bidder to perform the work described in this request. The provision by Successful Bidder of insurance shall not limit the liability of Successful Bidder under the Contract and/or any ensuing Agreement.

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 (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Bidder, Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is

resolved in favor of the County, Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Successful Bidder and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the Contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org, 512-943-1500.

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 one hundred and fifty (150) calendar days after County's Notice to Proceed with the work and finally completed within one hundred and sixty (160) 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) working days after such notification. Contract shall continue for ninety (90) working days (as defined in bid specifications) after mobilization.

A "Working Day" shall mean Monday through Friday (excluding County approved holidays), if weather permits the performance of the work (as determined by the Engineer) for a continuous period of at least 8 hours (excluding lunch) between 7:00 A.M. and 5:00 P.M. Time begins with crews on site with equipment and ready for operation.

Liquidated damages of \$200 per calendar day for failure to substantially complete the work within the allotted time will be applied.

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 Intentionally Deleted

3.3.42 Insurance Requirements

By signing its Bid, the Successful Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement, at Successful Bidder's cost, **insurance in accordance with Schedule “C” of this IFB.**

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 | |

Successful Bidder's property will not be covered by any insurance that may be carried by Williamson County. Successful Bidder assumes the risk of loss on its contents and property that are situated on/in/around Williamson County property. The Successful Bidder is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Bidder.

The deductible for an insurance policy required hereunder shall not exceed \$100,000. **Williamson County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Bidder shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Bidder shall not allow any subcontractor(s) to commence work to be performed in until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Bidder shall furnish County with a certification of coverage issued by the insurer. Successful Bidder shall not cause any insurance to be canceled nor permit any

insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

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

2.2.4 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 “G”

LIST OF OTHER MANDATORY DOCUMENTATION

- **Certificates of Insurance;**
- **Performance, Payment Bond**
- **Assumed Name Certificate**
- **Pending or Anticipated Litigation Information (as mandated by Section 3.3.43 of the Standard Terms & Conditions)**

Schedule “H”

**Ensuing Agreement
(Presumptive
Contract Form)**



Agreement for Construction Services (Central Texas Treatment Center Water Line Replacement)

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 #14IFB00244, 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 #14IFB00244, including any exhibits, 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: One Hundred and Fifty **(150) calendar** days after the date of County's Notice to Proceed.

4.3 Final Completion. The Work shall be fully and finally completed within One Hundred and Sixty **160 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 Two Hundred Dollars per day (**\$200.00/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:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

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 OCCURRENCE	PER PERSON	PER
Comprehensive General Liability (including premises, completed operations	\$1,000,000	\$1,000,000

and contractual)

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	

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 (21st) 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 #14IFB00244, 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: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

Phone _____

Fax _____

Contractor's Designated Representative:

Phone _____

Fax _____

Commissioners Court - Regular Session

28.

Meeting Date: 08/12/2014

Advertise Twin Lakes Park Fog Seal Bid

Submitted For: Bob Space

Submitted By: Connie Singleton, Purchasing

Department: Purchasing

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing advertising and setting date of September 9, 2014 at 3:00 PM in the Purchasing Department to receive bids for Twin Lakes Park Fog Seal, Bid# 14IFB00243.

Background

This project is to provide materials, experienced fog seal (specifically Polymer-Modified Emulsified Asphalt Surface Treatment) and striping crews and equipment to resurface roadways and parking facilities at Twin Lakes Park. The estimated time of final completion is twenty (20) working days at the engineer's estimated cost of \$146,668.

Fiscal Impact

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

Attachments

Twin Lakes Fog Seal Bid

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Bob Space	08/07/2014 09:34 AM
County Judge Exec Asst.	Wendy Coco	08/07/2014 11:38 AM
Form Started By: Connie Singleton		Started On: 08/01/2014 04:36 PM
Final Approval Date: 08/07/2014		



2014
Williamson County
INVITATION FOR BID

Twin Lakes Park Fog Seal

Bid # 14IFB00243

***Williamson County Purchasing
Department
901 S. Austin Avenue
Georgetown, TX. 78626
www.wilco.org/Purchasing
512-943-3553***

Submission Deadline: Wednesday, September 9, 2014 at 3:00 PM



New 2-Step Bid Process

FOR BID #14IFB00243 Table of Contents

I.	Cover sheet	Page 1
II.	Table of Contents	Page 2
III.	Important Information on Two (2) Step Bid Process	Page 3
IV.	Step 1 Overview	Page 4
	A. Price Sheet – (Schedule “A”)	Page 7
	B. Bid Specifications (Schedule “B”)	Page 9
V.	Step 2 Overview	Page 16
	C. Schedule and Bid Format for Submission (Schedule “C”)	Page 17
	D. Bidder References (Schedule “D”)	Page 24
	E. Conflict of Interest Questionnaire (Schedule “E”)	Page 25
	F. Bid Affidavit (Schedule “F”)	Page 27
	G. Standard Terms and Conditions (Schedule “G”)	Page 28
	H. List of Other Mandatory Documentation (Schedule “H”)	Page 43
	I. Presumptive Contract Form (Schedule “I”)	Page 46



Important Information:

This is a two (2) step bid process.¹

Step 1 - contains information relative to the only submission you are required to make by the deadline:

September 9, 2014 at 3:00 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.

¹ 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:

- **Signed and Completed Bid Form (Price Sheet – Schedule “A”)**
- **Bid Bond**
- **Bidder References – Schedule D**
- 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?



INVITATION FOR BIDS (IFB)
-Public Announcement and General Information-

TWIN LAKES PARK FOG SEAL

Bid # 14IFB00243

BIDS MUST BE RECEIVED ON OR BEFORE:
Tuesday September 9, 2014 at 3:00 PM

BIDS WILL BE PUBLICLY OPENED:
Tuesday September 9, 2014 at 3:00 PM

MANDATORY PRE-BID

Wednesday, August 27, 2014 at 3:00 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 fog seal (**specifically Polymer-Modified Emulsified Asphalt Surface Treatment**) and striping crews and equipment to resurface roadways and parking facilities at Twin Lakes Park. The estimated time of final completion is twenty (20) working days at engineer's **estimated cost of \$146,668.**

BID SUBMISSION

Notice is hereby given that sealed Bids will be accepted by the Williamson County Purchasing Department for Bid # 14IFB00243, Twin Lakes Park Fog Seal. 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 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: Twin Lakes Park Fog Seal
BID NO: Bid # 14IFB00243

DUE DATE/TIME: Tuesday, September 9, 2014 at 3:00

MAIL OR DELIVER TO: Williamson County Purchasing Department
Attn: Twin Lakes Park Fog Seal
Bid #14IFB00243
901 South Austin Avenue
Georgetown, TX 78626

All Bidders interested in submitting a BID must attend the Mandatory Pre-bid Conference on August 27, 2014 at 3:00 PM at:

Williamson County Road & 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

Questions must be submitted via email, and are due by 5PM CST on September 2, 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 Item is required to be submitted with references before the deadline of:

TUESDAY September 9, 2014 AT 3:00 PM.

SCHEDULE "A"

PRICE SHEET

-REQUIRED AS A PART OF STEP 1-

TWIN LAKES PARK FOG SEAL

THIS FORM MUST BE COMPLETED AND RETURNED BY THE DEADLINE OF:

Tuesday, September 9, 2014

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.

Bid Items and Estimate of Quantities Twin Lakes Park Fog Seal (Polymer-Modified Emulsified Asphalt Surface Treatment) Project						
Item#	NO.	Description	Units	Quantity	Unit Price	Cost
XXX	XXXX	POLYMER-MODIFIED EMULSIFIED ASPHALT SURFACE TREATMENT	GAL	12105		
500	2001	MOBILIZATION	LS	1		
666	2011	REFL PAV MRK TY I (W) 4" (SLD) (090MIL)	LF	6376		
666	2053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	5		
666	2145	REFL PAV MRK TY II (W) 4" (SLD)	LF	6376		
666	2160	REFL PAV MRK TY II (W) (ARROW)	EA	5		
666	2390	RE PM TY II (ACC PRK) (WHT) (SYMBOL ONLY)	EA	14		
666	XXXX	REFL PAV MRK TY I (R) (SLD) 6" (090MIL)	LF	1692		
666	XXXX	REFL PAV MRK TY II (R) (SLD) 6"	LF	1692		
			Total			

Application of the fog seal product is confined to periods in which the climate conditions meet those discussed in the technical specifications (Short periods of time in the Fall and Spring). Because of this, **bidder shall guarantee pricing for 12 months from the time of award.**

Schedule “A” – continued

Twin Lakes Park Fog Seal

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: _____

Application of the fog seal product is confined to periods in which the climate conditions meet those discussed in the technical specifications (Short periods of time in the Fall and Spring).

Because of this, **bidder shall guarantee pricing for 12 months from the time of award.**

Schedule “B”

BID SPECIFICATIONS

General Notes and Technical Specifications

Definition of Terms

Asphalt Season: April 1 through September 30.

County: Williamson County acting through the Road and Bridge Division.

Contractor: Successful bidder of the IFB.

Engineer: Williamson County Director of Road and Bridge, or designee.

Inspector: Engineer, or designee, supplied full time or part time to the contractor's crew for the oversight of the work.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2004.

TxDOT: Texas Department of Transportation

Working Day: Monday through Friday (excluding County approved holidays), if weather permits the performance of the contract (as determined by the Foreman) for a continuous period of at least 8 hrs. (excluding lunch) between 7:00 A.M. and 7:00 A.M (night work is permitted). Time begins with crews on site with equipment and ready for operation. Work schedule must be coordinated and approved by Parks Department 24 hours before work. Parks Department designated contact:

Michael Young
512-943-1923

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.

All accepted sealing will be measured by the gallon of polymer-modified emulsified asphalt surface treatment. A minimum total application rate of all coats shall achieve an average coverage rate of **0.54** gallons per square yard to be done in two mechanically applied via spreader box coats and one spray coat.

All accepted striping will be measured by the linear-foot, accessible parking symbol and traffic arrows by each of reflectorized pavement markings.

County will pay to the Contractor, for the satisfactory performance of the work, a specified unit price per

gallon of polymer-modified emulsified asphalt surface treatment, per linear-foot of striping and per each of accessible parking symbol and traffic arrows. 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.

Perform work during appropriate weather conditions, unless otherwise directed. If work is performed at the Contractor's option, during, or prior to, inclement weather conditions and the work is damaged, the Contractor is responsible for all costs associated with replacing the work.

Contractor shall cover up an entire vehicle where vehicles are parked within 30 feet of the fog seal operation.

Contractor is responsible for cleaning up any overspray fog seal material to parking bumpers, curb/gutter or driveway.

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.

No maintenance of Contractor's equipment and vehicles shall be allowed on-site, except at designated sites as approved by the Inspector.

Care shall be exercised to prevent damage to all property in and around the construction zone. The Contractor shall be liable for the repair and restoration of any property damaged as a result of the contractor's prosecution of the work.

This shall include, but is not limited to, re-vegetation of all areas damaged or destroyed by construction. Contractor will be held liable and responsible for such areas until growth is reestablished to the satisfaction of the County.

Ornamental landscape plantings of trees, shrubs and grasses that are damaged or destroyed during construction shall be replaced with plant material of comparable size and quality approved by the County.

The Contractor 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.

Testing may be performed at the request of the County anytime during the length of the contract through an independent testing laboratory. Testing may be requested by the County on any and/or all items on this contract. If the results determine the item did not meet specifications, then the cost of the testing will be borne by the Contractor. If the results of the test determine that the item did meet specifications, the cost of the testing will be borne by the County.

An English-speaking Superintendent shall be available on the project at all times when work is being performed. The Contractor shall provide the Inspector with contact information for the Superintendent.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

This item will not be paid for directly but shall be considered subsidiary to various bid items.

Contractor shall provide all traffic control measures to prosecute the work.

The parking lot entrance(s) shall have cones or TY III barricades placed to indicate the parking lot is closed for sealing work.

Traffic control suitable methods shall be used by the Contractor to protect the fog seal from all types of vehicular traffic without damage. Opening to traffic does not constitute acceptance of the Work. The Engineer shall be notified of the methods to be used.

In areas which are subject to an increased rate of sharp turning vehicles, additional time may be required for a more complete cure of the fog seal mat to prevent damage. Slight tire marks may be evident in these areas after opening but will diminish over time with rolling traffic. If these areas are not severely rutted, they should be considered as normal characteristics of a fog seal and should be accepted.

The Contractor will be required to maintain a minimum of one lane open to traffic during park operating hours, on all park roadways, except with written approval by the Inspector. Two lane roadways shall use single lane traffic control, which will require the use of flagmen as per TxDOT Standard Drawing TCP (1-2)-12. This shall not be paid for directly, but shall be considered subsidiary to the pertinent Items.

Flaggers must comply with all requirements outlined in TxDOT Specification Item 502.2B.

Limiting access to all side streets and parking lot driveways shall be minimized to the extent possible.

The Contractor's crew leader shall be a competent person who will be responsible and available on the project site or in the immediate area to ensure compliance with the TCP.

ITEM 666 – REFLECTORIZED PAVEMENT MARKINGS

The Contractor shall use 6 inches "Traffic Red" color stripe Type I & Type II reflectORIZED pavement markings with 4 inches "Traffic White" color letters "NO PARKING - FIRE LANE" on top stripe at a 25 feet spacing for fire lane striping.

The County may or may not apply Type II reflectORIZED pavement markings prior to the Type I reflectORIZED pavement marking to be applied by contractor.

GOVERNING SPECIFICATIONS (STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

WHERE DISCREPENCIES 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 XXX POLYMER-MODIFIED EMULSIFIED ASPHALT SURFACE TREATMENT
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS

SPECIAL SPECIFICATION ITEM XXX
POLYMER-MODIFIED EMULSIFIED ASPHALT SURFACE TREATMENT

XXX.1 Description. This item shall govern for a multi-coat surface treatment for secondary roads, county roads, residential streets, or parking lots composed of a mixture of (1) an approved polymer modified, fiber reinforced asphalt emulsion (2) mineral aggregate (3) water and (4) specified additives, proportioned, mixed, and uniformly spread over a properly prepared surface in accordance with the details shown on the plans and contract documents, the requirements of this Item, or as established by the Engineer.

The surface treatment is different than traditional microsurfacing, slurry seal, sealcoat, chipseal, or fog seal in that it must be both (1) mechanically-applied via spreader box and (2) spray-applied via a spray bar or wand. The completed surface treatment shall leave a homogeneous mat of consistent high quality and uniform appearance, adhere firmly to the prepared surface, have a friction resistant surface texture, and not fade in color but remain a rich black color throughout its service life.

XXX.2 Materials. Use a high solids polymer-modified, fiber reinforced clay stabilized asphalt emulsion fortified with special surfactants to promote superior adhesion and durability. The surface treatment is job mixed with select aggregate to produce a superior skid-resistant wearing surface.

A. Emulsified Asphalt Sealer. The polymer-modified emulsified asphalt sealer shall be a professional grade formulation such as:

1. **SealMaster Liquid Road Bituminous Surface Treatment.**
2. **Engineer Approved Equal.**

B. Aggregate. The aggregate shall be washed dry silica sand free of dust, trash, clay, organic materials or other deleterious substances. The aggregate shall meet the gradation limits of nominal sieve openings of 0.0331" (No. 20 Sieve) to 0.0234" (No. 30 Sieve).

C. Additive. As specified by the asphalt emulsion manufacturer.

D. Water. Water for mixing shall be potable, free of harmful soluble salts, and between 50°F (10° C) to 70°F (21° C).

E. Technical Data. ASTM Test Methods:

1. **D-140 Sampling of Bituminous Materials**
2. **D-466 Methods of Testing Film Deposits from Bituminous Emulsions**
3. **B-117 Salt Spray (FOG) Testing**
4. **D-529 Recommended Practice for Accelerated Weathering Test of Bituminous Materials**
5. **D-2939 Bituminous-Base Emulsions for use as Protective Coatings**

TEST	SPECIFICATIONS	
Material	Material shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring	
Chem. & Physical Analysis		
– Non Volatiles %	41-46%	
– Ash Non Volatiles %	35-55%	
– Specific Gravity 25°C	1.25 Minimum	
Drying Time	8 Hr. Max	

F. Other Test Specifications.

- 1. Adhesion & Resistance to water : No Penetration or Loss of Adhesion**
- 2. Resistance to Heat: No Blistering or Sagging**
- 3. Flexibility: No Cracking or Flaking**
- 4. Resistance to Impact: No Chipping, Flaking or Cracking**

G. Job Mix Formula. The contractor shall submit the recommended formulation of water, emulsion, aggregate and application rate proposed for use to a testing laboratory together with sufficient materials to verify the formulation at least 14 days prior to the start of operations. The mix design shall be within the range shown in Table 1. No material shall be produced for payment until a job mix formula has been approved by the Engineer.

The job mix formula for each mixture shall be in effect until modified in writing by the Engineer.

TABLE 1.
COMPOSITION OF MIXTURE PER 100 GAL OF ASPHALT EMULSION

Application	Asphalt Emulsion	Water	Additive	Aggregate	Application Rate of Mixture Per Square Yard	
					Minimum Gallons	Maximum Gallons
1st Coat (Spreader Box)	100	4-5	N/A	400	0.22 GAL/SY	0.27 GAL/SY
2nd Coat (Spreader Box)	100	4-5	N/A	400	0.22 GAL/SY	0.27 GAL/SY
3rd Coat (Spray Applied)	100	10-15	N/A	400	0.10 GAL/SY	0.14 GAL/SY

XXX.3 Equipment. The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of the work.

A self-propelled distributor truck equipped with a tank with a full-sweep agitator shall be provided that is capable of applying the surface treatment in two methods: (1) mechanically-applied via spreader box and (2) spray-applied via a spray bar or wand.

- A. Distributors.** Distributors or spray units used for the spray application of the surface treatment shall be capable of uniformly applying 0.10 to 0.30 gallons per square yard of material over the required width of application. Distributors shall be equipped with removable manhole covers, tachometers, pressure gauges, and volume-measuring devices. The mix tank shall have a mechanically powered, full-sweep, mixer with sufficient power to move and homogeneously mix the entire contents of the tank.
- B. Spreading Equipment.** Spreading equipment shall be a mechanical-type squeegee drag box attached to the distributor, equipped with flexible material in contact with the surface to prevent loss of material from the spreader box. It shall be maintained to prevent loss of material on varying grades and adjusted to assure uniform spread. The spreader box shall have an adjustable width and final finishing brushes to ensure smooth texture.
- C. Hand Squeegee or Brush Application.** The use of hand spreading application shall be restricted to places not accessible to the mechanized equipment or to accommodate neat trim work at curbs, etc. Material that is applied by hand shall meet the same standards as that applied by machine.

XXX.4 Construction.

- A. General.** Cure new asphalt pavement surfaces so that there is no concentration of oils on the surface.

When an excessive quantity of surface treatment is applied, furnish and uniformly distribute clean, fine sand on the surface to blot the excess. Maintain ingress and egress as directed, by the Engineer, applying sand to freshly sealed areas.

- B. Adverse Weather Conditions.** The surface treatment shall not be applied when the surface is wet or when the humidity or impending weather conditions will not allow proper curing. The surface treatment shall be applied only when the atmospheric or pavement temperature is 60°F (10°C) and rising and is expected to remain above 60°F (10°C) for 24 hours, during and after application. During application, the air temperature should exceed the dew point by a minimum of 6 degrees to facilitate drying. Measure the air temperature in the shade away from artificial heat. The Engineer will determine when weather conditions are suitable for application.
- C. Surface Preparation.** Remove or protect existing raised pavement markers. Repair any damage incurred by removal as directed. Remove dirt, dust, or other harmful material; blow dry damp areas; mask off manhole cover and water valve cover before sealing. This will be considered subsidiary to this Item.
- D. Mixing.** Blend the asphalt emulsion mixture in the equipment described in XXX.3 using the ingredients described in Section XXX.2.G, Table 1. The mixing must produce a smooth homogeneous mixture of uniform consistency. Continue to agitate the seal coating mixture in

the mixing tank at all times prior to and during application so that a consistent mix is available for application.

Small additional increments of water may be needed to provide a workable consistency, but in no case is the water content to exceed the specified amount.

E. Application.

- 1. General.** The aggregate filled surface treatment shall be applied at a uniform rate. Use sufficient pressure to flare the nozzles fully.

A minimum total application rate of all coats shall achieve an average coverage rate of 0.54 gallons per square yard to be done in two squeegee coats and one spray coat to mask marks and improve aesthetics.

Apply the first and second coats uniformly at the approved rate described in Section XXX.2.G, Table 1. These coats shall be applied mechanically via spreader box described in XXX.3.

Apply the third coat uniformly at the approved rate described in Section XXX.2.G, Table 1. This coat shall be spray applied via spray bar or wand described in XXX.3.

Each coat shall be allowed to dry and cure initially before applying any subsequent coats. The initial drying shall allow evaporation of water of the applied mixture, resulting in the coating being able to sustain light foot traffic. The initial curing shall enable the mixture to withstand vehicle traffic without damage to the seal coat.

The finished surface shall present a uniform texture. The final coat shall be allowed to dry a minimum of 2 hours in dry daylight conditions before opening to traffic, and initially cure enough to support vehicular traffic without damage to the seal coat.

Where striping is required, the striping paint utilized shall be compatible with the asphalt emulsion and as recommended by the asphalt emulsion manufacturer.

- 2. Limitations.** Do not apply surface treatment to the roadway until traffic control methods and devices are in place as shown on the plans or as directed. Do not open the treated surface to traffic until directed by the Engineer.

XXX.5 Measurement. The surface treatment will be measured by the gallon of polymer-modified emulsified asphalt surface treatment used.

XXX.6 Payment. This price shall be full compensation for furnishing all materials, preparing, mixing, and applying these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

See EXHIBIT A FOR PLAN SET

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: Twin Lakes Park Fog Seal
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 (60%)
- Bidder's Bond as specified in section 3.2.40
- Schedule D – References (40%)

Note: All forms listed above MUST be submitted by the deadline: September 9, 2014 at 3:00 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 "E" (Conflict of Interest Questionnaire)
- Schedule "F" (Bid Affidavit)
- Schedule "H" (Other Mandatory Documentation: Certificates of Insurance, Performance Bond, Payment Bond, Warranty Bond, Assumed Name Certificate, and Pending or Anticipated Litigation Information)
- Schedule "I" (Ensuing Agreement/Presumptive Contract Form) ***will be required after step 2 is examined.***



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
- ☐ **REFERENCES – Schedule “D”**
- ☐ Submitted by the Designated Deadline, September 9, 2014 at 3:00 PM
- ☐ One (1) original and one (1) copy 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

- ☐ Conflict of Interest Disclosure Statement (Schedule “E”)
- ☐ Bid Affidavit and Acknowledgement of Addenda (Schedule “F”)
- ☐ Performance Bond *(as required by LGC 2253.021 and 262.032)*
- ☐ Payment Bond *(as required by LGC 2253.021 and 262.032)*
- ☐ Warranty Bond *(20% Construction Cost)*
- ☐ Certificate of Insurance
- ☐ 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 – This will be required after step 2 is examined.
- ☐ 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.

Best Value Selection: Weighted Criteria

The contractor selected for the award will be chosen on the basis of weighted criteria that provide the best value and greatest benefit to Williamson County, not solely on lowest price. The weighting and criteria to be used for the evaluation are as follows:

Contractor's bid price to be 60% of best value score

Past performance and experience to be 40% of best value score.

Components of these criteria are:

Satisfactory references from past projects for other owners

Contractor's experience with proposed work and materials

Contractor's key personnel experienced with resurfacing

Contractor's key personnel experienced performing work with proposed materials.

All interested contractors are to provide a **complete list of all Fog Seal and Seal Coat projects** that they have completed in the **past two years**. The project owner must be specified for each project. A name and telephone number for each owner is desirable but not mandatory. Contractors who do not submit a complete list of projects will be deemed non-responsive.

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 # 14IFB00243 Twin Lakes Park Fog Seal**
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 One (1) original and one (1) copy 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

-Required as a part of Step 1-

All interested contractors are to provide a complete list of all Fog Seal and Seal Coat projects that they have completed in the past two years.

The project owner must be specified for each project. A name and telephone number for each owner is desirable but not mandatory.

Contractors who do not submit a complete list of projects will be deemed non-responsive.

SCHEDULE “E”

CONFLICT OF INTEREST QUESTIONNAIRE

For Bidder or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> <p><input type="checkbox"/> </p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	
<div style="display: flex; justify-content: space-between;"> <div> <p>CONFLICT OF INTEREST QUESTIONNAIRE</p> <p>CIQ</p> </div> <div> <p>FORM</p> </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

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*) is 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,

howe

ver, 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 (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL BIDDER IN THE DEFENSE OF EACH MATTER. SUCCESSFUL BIDDER'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S) UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, BIDDER SHALL NEVER- THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL

AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF BIDDER ARE NOT AT ISSUE IN THE MATTER.

Successful Bidder's indemnification shall cover, and Successful Bidder agrees to indemnify Williamson County, in the event Williamson County is found to have been negligent for having selected Successful Bidder to perform the work described in this request. The provision by Successful Bidder of insurance shall not limit the liability of Successful Bidder under the Contract and/or any ensuing Agreement.

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 (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Bidder, Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Successful Bidder and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the Contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the

Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org, 512-943-1500.

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 fifteen (15) working days after County's Notice to Proceed with the work and finally completed within twenty (20) working 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.

Application of the fog seal product is confined to periods in which the climate conditions meet those discussed in the technical specifications (Short periods of time in the Fall and Spring). Because of this, **bidder shall guarantee pricing for 12 months from the time of award.**

Liquidated damages for failure to substantially complete the work within the allotted time will be applied. The road-user cost Liquidated damages are **\$250** 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 | |

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:

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.

See EXHIBIT A FOR PLAN SET

Schedule “H”

LIST OF OTHER MANDATORY DOCUMENTATION

- **Certificates of Insurance;**
- **Warranty Bond (20%), Performance and Payment Bond;**
As required by 262.032 and 2253.021 of Local Government Code
- **Assumed Name Certificate**
- Pending or Anticipated Litigation Information (as mandated by Section 3.3.43 of the Standard Terms & Conditions)

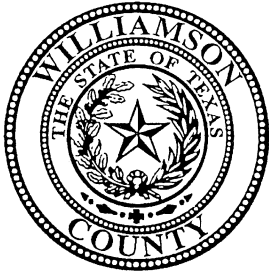
Ensuing Agreement

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.

Schedule “I”

**Ensuing
Agreement
(Presumptive
Contract Form)**



Agreement for Construction Services (Twin Lakes Park Fog Seal)

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 #14IFB00243, 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] (\$ [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 #14IFB00243, including any exhibits, which is incorporated herein as if copied in full.

EXHIBIT A

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: **Fifteen (15) working days** after the date of County's Notice to Proceed.

4.3 Final Completion. The Work shall be fully and **finally completed within Twenty 20 working 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 Two Hundred Fifty Dollars per day (\$250.00/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:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

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, Contract 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	

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 (21st) 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 #14IFB00243, 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

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

Phone _____

Fax _____

Contractor's Designated Representative:

Phone _____

Fax _____

Commissioners Court - Regular Session

29.

Meeting Date: 08/12/2014

Advertise RAMS Software Phase I RFP

Submitted For: Bob Space

Submitted By: Connie Singleton, Purchasing

Department: Purchasing

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing advertising and setting date of September 16, 2014 at 3:00 PM in the Purchasing Department to receive proposals for Roadway/Asset Management System (RAMS) Software Phase 1 for Williamson County, 14RFP00225.

Background

This RFP is for a web-based, configurable, commercial off-the-shelf (COTS) product that would be accessible through the County's intranet with no direct public access; to provide our customers with current asset data in a usable format for budgeting, resource determination, project scheduling and risk analysis.

Fiscal Impact

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

Attachments

RAM RFP

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Bob Space	08/07/2014 10:09 AM
County Judge Exec Asst.	Wendy Coco	08/07/2014 11:38 AM
Form Started By: Connie Singleton		Started On: 08/01/2014 04:39 PM
Final Approval Date: 08/07/2014		



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 South Austin Ave
GEORGETOWN, TEXAS 78626

<http://wilco-online.org/ebids/bids.aspx>

REQUEST FOR PROPOSAL (RFP)

ROADWAY/ASSET MANAGEMENT SYSTEM (RAMS) SOFTWARE PHASE 1 FOR WILLIAMSON COUNTY PROPOSAL NUMBER: 14RFP00225

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Tuesday September 16, 2014 at 3:00 PM

PROPOSALS WILL BE PUBLICLY OPENED:
Tuesday September 16, 2014 at 3:00 PM

Williamson County, Texas is soliciting proposals for a web-based, configurable, commercial off-the-shelf (COTS) product that would be accessible through the County's intranet with no direct public access to provide our customers with current asset data in a usable format for budgeting, resource determination, and project scheduling and risk analysis.

PROPOSAL SUBMISSION

Notice is hereby given that sealed Proposals will be accepted by the Williamson County Purchasing Department for RFP# 14RFP00225. Specifications and Bid Form for this RFP may be obtained from <http://wilco-online.org/ebids/bids.aspx>.

Proposals are to be addressed to the Williamson County Purchasing Agent with the RFP number and RFP name marked on the outside of the envelope. Respondents should forward one (1) original, three (3) paper copies and one **(1) CD copy** of their Proposal to the address shown below. Late Proposals will be rejected as non-responsive. Proposals will be publicly opened in the Williamson County Purchasing Department at the time and date indicated above. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Respondents and maintains the confidentiality of the Proposals during negotiations. Proposals will be open for public inspection after the Contract Award. Respondents are invited to attend the sealed Proposal opening.

PROPOSAL NAME: RAMS SOFTWARE
PROPOSAL NO: 14RFP00225
DUE DATE/TIME: Tuesday September 16, 2014 ON OR BEFORE 3:00 PM
MAIL OR DELIVER TO: Williamson County Purchasing Department
Attn: 14RFP00225 RAMS Software
901 S Austin Ave.
Georgetown, TX 78626

Any questions, clarifications or requests for general information should be directed in writing to the contact listed below:

Assistant Purchasing Agent
Attn: RAMS 14RFP00225
901 S. Austin Ave
Georgetown, TX 78626
purchase@wilco.org

Question submittals must be made via email, and are due by 5PM CST on September 9, 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 to the Williamson County portal,

<http://wilco-online.org/ebids/bids.aspx>

It is the Respondent's responsibility to check with the Williamson County Purchasing Department prior to submitting your Proposal to ensure that you have a complete, up-to-date package. The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information. Any **addenda and/or other information** relevant to the RFP will be posted on the Williamson County vendor portal at the following link:

<http://wilco-online.org/ebids/bids.aspx>

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Response Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this Request for Proposal. No negotiations or modifications to the Proposals received will be allowed.

**RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY
READ THE ENTIRE RFP.**

ROADWAY-ASSET MANAGEMENT SYSTEM SOFTWARE PHASE I FOR WILLIAMSON COUNTY

PROPOSAL NUMBER: 14RFP00225

There is no expressed or implied obligation for Williamson County (sometimes referred to herein as the "County") to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Williamson County will not reimburse Respondents for these expenses.

All Proposals must be received in the Williamson County Purchasing Department before the opening, which will be on the date and at the time set forth on Page 1. Proposals received after the submittal deadline will be considered void and unacceptable and returned to the Respondent unopened. Williamson County is not responsible for lateness or non-delivery of mail, carrier, etc. The date and time stamp of the Williamson County Purchasing Department shall be the official date and time of receipt.

FACSIMILE AND ELECTRONIC TRANSMITTALS WILL NOT BE ACCEPTED.

The **Respondent's Proposal and all RFP requirements and Submittal Checklist** should be completed prior to submission. Failure to fully complete forms/affidavits and return the documentation required by this RFP may, at Williamson County's sole discretion, render your Proposal null and void. Proposals will be opened and the names of Respondents read aloud in the Williamson County Purchasing Department, 901 S. Austin Ave, Georgetown, Texas 78626.

**HOURS FOR THE WILLIAMSON COUNTY PURCHASING DEPARTMENT ARE 8:00 AM – 12:00 PM
AND 1:00 PM – 5:00 PM CENTRAL TIME (PURCHASING DEPARTMENT IS CLOSED DURING
LUNCH FROM 12:00PM – 1:00PM), MONDAY – FRIDAY, EXCLUDING COUNTY HOLIDAYS**

Tentative Schedule of Events

Issuance of RFP	August 12, 2014
Deadline to Submit Questions	September 9, 2014 5:00PM CST
Proposal Submission Deadline (Late Proposals will not be considered)	September 16, 2014 at 3:00 PM
Proposals Distributed to Evaluation Committee	September 17, 2014
Evaluation Committee to Tabulate Scoring and Determines Short List	September 18-19, 2014
Conduct Interview/Best and Final Offer/Short List (optional)	September 22-25, 2014
Recommendation for Contract Award	October 6, 2014

PRE-PROPOSAL INSPECTION

To the extent necessary and prior to the submittal, Respondents are strongly encouraged to visually inspect and be familiar with all goods and/or services for which they intend to submit a Proposal. If in the Pre-Proposal inspection the Respondent determines any discrepancies, he/she/it should inform the Williamson County Purchasing Department.

1. INTRODUCTION TO RESPONDENTS

This RFP is to receive Proposals from qualified Respondents regarding the goods and/or services which Williamson County seeks to procure under this RFP.

2. DEFINITIONS, TERMS AND CONDITIONS

2.1 DEFINITIONS

- a. "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.
- b. "Agreement" – The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal. Such ensuing Agreement shall contain the Proposal Specifications, Terms and Conditions that are derived from the RFP.
- c. "Contract" – This RFP and the Proposal of the Successful Respondent shall become a contract between the Successful Respondent and Williamson County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the "Commissioners Court").
- d. "Proposal Documents" – The Legal Notice, RFP including attachments, and any Addenda issued by Williamson County prior to the consideration of any Proposals.
- e. "Proposal" – Is a complete, properly signed Proposal submitted in accordance with this RFP which is irrevocable during the specified period for evaluation and acceptance of Proposals.
- f. "Respondent" – A person or entity who submits a Proposal in response to this RFP.
- g. "RFP" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h. "Successful Respondent" – The responsible Respondent who, in Williamson County's sole opinion, submits the Proposal which is in the best interest of Williamson County, taking into account factors identified herein and to whom Williamson County intends to award the Contract.

2.2 TERMS AND CONDITIONS

2.2.1 Venue and Governing Law

Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, the Contract and any ensuing Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this RFP, the Contract and any ensuing Agreement is governed by the laws of the United States, this RFP, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

2.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the RFP and its Addenda; and (2) the Respondent's Proposal. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the RFP and its Addenda; and (2) the Respondent's Proposal.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between (1) terms and conditions of the ensuing Agreement, (2) the RFP, and its Addenda; and (3) the Respondent's Proposal, applicable documents will be referred to for

the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement and its Addenda, (2) the RFP and its Addenda; and (3) the Respondent's Proposal.

2.23 Ownership of Proposal

Each Proposal shall become the property of Williamson County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

2.2.4 Disqualification of Respondent

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Respondent has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if Williamson County believes that collusion exists among the Respondents.

2.2.5 Funding

County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Respondents understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under the Contract.

2.2.6 Assignment, Successors and Assigns

The Successful Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties and their respective successors and permitted assigns.

2.2.7 Implied Requirements

Products and services not specifically described or required in the RFP, but which are necessary to provide the functional capabilities described by the Respondent, shall be deemed to be implied and included in the Proposal.

2.2.8 Termination

- a. **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Respondent breaches any of the RFP Specifications, Terms and Conditions, including warranties of Respondent, if any, or if the Successful Respondent becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided herein. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.
- b. **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon thirty (30) calendar days written notice to Successful Respondent. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Respondent for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

2.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction. In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Respondent shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent refuses to reimburse the County as set out in this provision, County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Respondent.

2.2.10 Proprietary Information and Texas Public Information Act

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Respondent does not desire proprietary information in the Proposal to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the

extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Respondent, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Respondent.

To the extent, if any, that any provision in this RFP or in the Respondent's Proposal is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

2.2.11 Right to Audit

Successful Respondent agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the Contract and/or the ensuing Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Respondent, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Respondent agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Successful Respondent reasonable advance notice of intended audits.

2.2.12 Inspections and Testing

Williamson County reserves the right to inspect and test equipment, supplies, material(s) and goods for quality and compliance with this RFP, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Respondent to be in breach and terminate the Contract and/or any ensuing Agreement(s).

2.2.13 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Respondents for any expense incurred in preparing a Proposal in response to this RFP and Williamson County will not reimburse Respondents for such expenses.

2.2.14 INDEMNIFICATION

SUCCESSFUL RESPONDENT SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE RESPONDENT'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL RESPONDENT ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL RESPONDENT FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL RESPONDENT'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

SUCCESSFUL RESPONDENT SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL RESPONDENT IN THE DEFENSE OF EACH MATTER. SUCCESSFUL RESPONDENT'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, RESPONDENT SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF RESPONDENT ARE NOT AT ISSUE IN THE MATTER.

Successful Respondent's indemnification shall cover, and Successful Respondent agrees to indemnify Williamson County, in the event Williamson County is found to have been negligent for having selected Successful Respondent to perform the work described in this request. The provision by Successful Respondent of insurance shall not limit the liability of Successful Respondent under the Contract and/or any ensuing Agreement.

2.2.15 Waiver of Subrogation

Successful Respondent and Successful Respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit

arising out of personal or property damages resulting from the Respondent's performance under this Contract and any ensuing Agreement.

2.2.16 Relationship of the Parties

The Successful Respondent shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give County the right to direct the Successful Respondent as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Respondent shall follow the desires of County in the results of the work only. County shall not retain or have the right to control the Successful Respondent's means, methods or details pertaining to the Successful Respondent's performance of the work. County and the Successful Respondent hereby agree and declare that the Successful Respondent is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Respondent is not an employee of County, and that the Successful Respondent and its employees, agents and sub-contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by County.

2.2.17 Sole Provider

The Successful Respondent agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

2.2.18 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

2.2.19 Severability

If any provision of this RFP, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire RFP, Contract or any ensuing Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this RFP, the Contract or any ensuing Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this RFP, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

2.2.20 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

2.2.21 Notice

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

Williamson County Purchasing Department
Bob Space, Purchasing Agent (or successor)
901 S Austin Ave.
Georgetown, Texas 78626

Respondent:

Address set out in Respondent's Transmittal Letter

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) calendar day following mailing, whichever occurs first.

2.2.22 Sales and Use Tax Exemption

Williamson County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

2.2.23 Compliance with Laws

Williamson County and Successful Respondent shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Respondent shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

2.2.24 Incorporation of Exhibits, Appendices and Attachments

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein.

2.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

2.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this RFP, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

2.2.27 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness for which County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate the Contract and any ensuing Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may affect such termination by giving written notice of termination to the Successful Respondent at the end of its then-current fiscal year.

2.2.28 Intentionally Deleted

2.2.29 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

2.2.30 Assignment

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

2.2.31 Intentionally Deleted

2.2.32 General Obligations and Reliance

Successful Respondent shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of the services and goods required hereunder. The Successful Respondent shall keep the County informed of the progress and quality of the services and/or goods to be provided. Successful Respondent agrees and acknowledges that County is relying on Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. Successful Respondent agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of County in accordance with County's requirements and procedures. Successful Respondent's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the Successful Respondent be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

2.2.33 INTENTIONALLY DELETED

2.2.34 Contractual Development

The Williamson County Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent's best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Respondent must agree to inclusion in an ensuing Agreement of the Proposal Specifications, Terms and Conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer.

2.2.35 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Respondent and County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Respondent and County.

2.2.36 Survivability

All applicable agreements that were entered into between Respondent and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

2.2.37 Payment

The following provision shall control the County's method of payment:

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Respondent, County shall notify Successful Respondent of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Respondent, Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Respondent shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Successful Respondent and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the Contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org, (512) 943-1500.

2.2.38 Contractual Formation and Ensuing Agreement

The RFP and the Respondent's Proposal, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Respondent and Williamson County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

2.2.39 Initial Contract Term

The Successful Respondent shall provide the goods and/or services described herein for an initial term of 12 Months. The start date will be established within three weeks after the award.

2.2.40 INTENTIONALLY DELETED

2.2.41 Insurance Requirements

By signing its Proposal, the Successful Respondent agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Successful Respondent's cost, insurance in accordance with this provision.

Successful Respondent will be required to submit Certificates of Insurance **prior to contract award**.

All certificates of insurance coverage as specified below must be provided to the following individual:

- Williamson County Purchasing Department
- 901 S Austin Ave
- Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Respondent and County.

The following coverage limits shall be required at a minimum:

A. Worker's Compensation	Statutory – Texas Law
B. Employer's Liability:	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee

Bodily Injury by Disease

\$500,000 Policy Limit

- C. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	\$1,000,000	\$1,000,000

Aggregate policy limits: \$1,000,000

- D. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits:	No aggregate limit	

Successful Respondent's property will not be covered by any insurance that may be carried by Williamson County. Successful Respondent assumes the risk of loss on its contents and property that are situated on/in/around Williamson County property. The Successful Respondent is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Respondent.

The deductible for an insurance policy required hereunder shall not exceed \$100,000. **Williamson County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Respondent shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Respondent shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Respondent or its subcontractor(s) hereunder.

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

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

2.2.42 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 RFP 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 Proposal to the County, you are acknowledging that this rule is a part of these RFP specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your Proposal be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address prior to beginning work:

Williamson County Purchasing Department
901 South Austin Avenue
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 or making a proposal 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.

2.2.43 Legal Liability Information

The Respondent shall be prepared to 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.

3. INSTRUCTIONS AND GENERAL REQUIREMENTS

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the **Proposal Specifications, Addenda issued as a part of this RFP and Modifications issued as a part of this RFP**. Be sure your Proposal package is complete.

3.1 Ambiguity, Conflict, or other Errors in the RFP

If Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, Respondent shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Respondent fails to notify Williamson County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to Respondent, or an error or ambiguity that reasonably should have been known to Respondent, then Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

3.2 Notification of Most Current Address

Respondents in receipt of this RFP shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Proposals.

3.3 Proposal Preparation Cost

Cost of developing Proposals is entirely the responsibility of Respondents and shall not be charged to Williamson County.

3.4 Signature of Respondent

A Transmittal Letter, which shall be considered an integral part of the Proposal, shall be signed by an individual who is authorized to bind the Respondent contractually.

If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

If the Respondent is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

If the Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

If the Respondent is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or

equivalent document must be submitted to the Williamson County Purchasing Department prior to contract award.

3.5 Assumed Business Name

If the Respondent operates business under an Assumed Business Name, the Respondent must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 Economy of Presentation

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of Williamson County, rejected and not considered.

3.7 Proposal Obligation

The contents of the RFP, Proposal and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing agreement.

3.8 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable Proposals. Failure to comply with all provisions of the RFP may, at the sole discretion of Williamson County, result in disqualification.

3.9 Evaluation

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect Williamson County's judgment as to the appropriateness of an award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent's Proposal, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source. Williamson County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Williamson County.

3.10 Withdrawal of Proposal

The Respondent may withdraw its Proposal by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Respondent may thereafter submit a new Proposal prior to the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.11 Responsibility

It is expected that a Respondent will be able to affirmatively demonstrate Respondent's responsibility. A Respondent should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance; and
- d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine Respondent's ability to meet these minimum standards listed above.

3.12 Firm Pricing

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best Bid.

3.13 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent for goods and/or services. If a purchase order is issued, the purchase order number should appear on all itemized invoices and/or requests for payment.

3.14 Silence of Specifications

The apparent silence of any RFP specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.15 References

Williamson County requires Respondent to supply a list of at least three (3) references **within the last 36 months** where like services and/or goods have been supplied by Respondent if Respondent has not done business with the County within the past five (5) years. The name of firm, address, phone number and name of a representative to contact should be provided.

4. RESPONSE FORMAT AND SUBMISSION

4.1 Introduction

Each Proposal submitted in response to this RFP should clearly reference those numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow Williamson County staff to efficiently evaluate all submitted Proposals, Williamson County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. Please limit additional, non-requested information.

Please provide your Proposal response using:

- 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
- The least amount of plastic/laminate or other non-recyclable binding materials
- Single-sided printing

Vague and general Proposals will be considered non-responsive, and may, at County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

4.2 Organization of Proposal Contents and Table of Contents

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the Proposal. Additionally, the table of contents should clearly identify and denote the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

- a. Transmittal Letter
- b. Table of Contents
- c. Executive Summary
- d. Proposal Response to Criteria
- e. Price Sheet form (Appendix A)
- f. References: Identification of three (3) references *within the last 36 months* for which the Respondent is providing or has provided the goods and services (public sector) of the type requested, including the name, position, and telephone number of a contact person at each entity (Appendix B of RFP)
- g. Conflict of Interest Questionnaire (Appendix C of RFP)
- h. Proposal Affidavit and Addenda Acknowledgement (Appendix D of RFP)
- i. Signature Page (Appendix E of RFP)
- j. **Attach Sample Contract**

4.3 Transmittal Letter

The Respondent should submit a Transmittal Letter that provides the following:

1. Name and address of individual or business entity submitting the Proposal;
2. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.);

3. Place of incorporation or organization, if applicable;
4. Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP;
5. Name, address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP;
6. The Respondent's Federal Employer Identification Number;
7. A commitment by the Respondent to provide the services required by Williamson County;
8. A statement that the Proposal is valid for ninety (90) calendar days from the deadline for submittal of Proposals to Williamson County (Any Proposal containing a term of less than ninety (90) calendar days for acceptance, may at Williamson County's sole discretion, be rejected as non-responsive.);
9. If the Proposal being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative form indicating the anticipated air quality impact.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

4.4 Executive Summary

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary must represent a full and concise summary of the contents of the Proposal

The Executive Summary should not include any information concerning the cost of the Proposal.

The Respondent should identify any services and/or goods that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the services specifically required may, at Williamson County's sole discretion, result in disqualification of the Proposal.

The Respondent also should indicate why it believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience in and understanding required in order to carry out the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key contacts and a telephone number. The Respondent should briefly state why it believes its proposed services and/or goods best meet Williamson County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its services and/or goods in any relevant area not covered elsewhere in its Proposal.

4.5 Conflict of Interest

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, Respondents are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the Williamson County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Respondent, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Respondent, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Respondent must provide a Conflict of Interest Statement. The Conflict of Interest Statement is attached as an appendix to this RFP and must be completed, signed, and submitted prior to contract award.

4.6 Ethics

The Respondent shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

4.7 Proposal Submittal

The Proposal is due no later than the submittal date and time set forth on Page 1 of this RFP, and should include each item identified on the Proposal Submittal Checklist page of this RFP.

4.8 Delivery of Proposals

All Proposals are to be delivered on or before the submittal deadline, as noted on Page 1 of this RFP, to:

Williamson County Purchasing Department
Attn: RAM Software Phase I 14RFP00225
901 S Austin Ave
Georgetown, Texas 78626

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.

Respondent should submit **one (1) original, three (3) paper copies** and **one (1) CD** copy of the Proposal. Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

Respondents should list the Proposal Number on the outside of the box or envelope and note "Sealed Proposal Enclosed."

FAILURE BY RESPONDENT TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS PROPOSAL.

5. PROPOSAL SPECIFICATIONS

5.1 STATEMENT OF WORK

Phase I - Williamson County, Texas is soliciting proposals for a web-based, configurable, commercial off-the-shelf (COTS) product that would be accessible through the County's intranet with no direct public access. The system shall not require the installation of any proprietary or custom software on the workstation. The product will enable the Department of Infrastructure to provide our customers with current asset data in a usable format for budgeting, resource determination, and project scheduling and risk analysis. The application will reside on a dedicated application server and the data will reside on an existing SQL database server located within the Information Technology Department with an option to be stored on a cloud environment. The database(s) must adhere to open database connectivity (ODBC) standards. Data communication protocols must make use of industry standards such as TCP/IP.

The product will improve data storage, provide standard and user modified reporting tools and provide project tracking, performance prediction, and optimization capabilities. Features should include mobile app capability, pavement management, work order control, permit and inspection features, a public portal for constituent concerns and a customizable dashboard tool to enable the user to see only what's important to them. If the solution is modular, the modules should be able to integrate with each other and be GIS aware. The general requirements of the proposed system refers to the asset management system inclusive of software, interfaces, and any third-party products needed to meet the requirements described in the Technical Requirements of the RFP.

This RFP is for Phase I of our RAMS, which includes software installation, configuration & training. Phase II is anticipated to occur at a later date and will include Right-of-Way asset data collection and extraction of asset attributes as well as pavement rating. Consideration will be given to vendors that have the ability to integrate all phases seamlessly. Please address whether your company or a subsidiary has the capability to provide and/or integrate both phases.

5.2 TECHNICAL SPECS

GENERAL

The County desires a modular/component based solution that will allow the purchase/implementation of only those features it deems necessary at this time.

There are multiple computer systems in place in the County that, depending on the organization and its mission, manage certain types of data that may or may not have relevance to roadway asset management. These systems support a range of organizations including, but not limited to, Williamson County proper, Department of Infrastructure (Road & Bridge and Engineering Divisions), GIS, and Auditor.

Web Server:

- Windows Server 2008R2 Standard
- 64-bit OS
- RAM 32Gb
- IIS 7
- .NET Framework 4.5
- Kaspersky Antivirus

SQL Database Server:

- Windows Server 2008R2
- 64-bit OS
- RAM 16Gb
- SQL Server 2012
- Kaspersky Antivirus

Mark all check boxes. Answer all questions; provide explanations, etc. as additional documentation.

1. APPLICATION

1.1 Required Capabilities

- a. Hyperlink documents and other data sources to defined assets (PDF, MS Office documents, pictures, legacy system MS SQL databases, video, etc.). Provide the ability to open those files in their native format.
- b. Create multi-level searches, queries using buffers, measure distances
- c. Web-based using standard internet browsers (at a minimum: Internet Explorer 9.x or greater, Mozilla Firefox 26.x or greater; Google Chrome 32.x or greater)
- d. Allow management of read/write/edit permissions by role, department, group, user
- e. Data hosted on County servers

- f. Microsoft SQL Database format that will allow management to easily obtain accurate and timely information pertinent to our business process.
- g. Modular based components/features that will allow the County to purchase only those modules it deems necessary to implement at this time.
- h. The system shall integrate with the County's existing GIS data using ESRI ArcGIS 10.2. (Network Diagram shown in Section 4). Note any incompatibilities, specific changes, or other requirements.
- i. Create work orders/reports for identified assets

2. APPLICATION FEATURES - QUESTIONNAIRE

The following is a list of features required for the application. Provide additional explanations to each item referencing the item number. Include all associated costs in the Cost Summary.

2.1 Security

- a. Describe security in the system. Explain how granular the proposed application security model can be set to allow permissions for access to fields, modules or the system in general.
- b. Interface with Active Directory so users can use network login names and passwords?
☐ Yes ☐ No

2.2 General Administration

- a. The licensing model is ☐ concurrent or ☐ user based
 If concurrent, how is the user licensing being handled by the proposed solution?
☐ site license ☐ concurrent license ☐ named licensing
- b. User can create
 - 1. Custom data entry screens
☐ Yes ☐ No
 - 2. Custom application add-ons
☐ Yes ☐ No
 - 3. Custom system menus
☐ Yes ☐ No
 - 4. User defined dashboards
☐ Yes ☐ No
 - 5. Toolbars
☐ Yes ☐ No
- c. Answer the following relative to narrative fields:
 - 1. Word processing features available
☐ Yes ☐ No
 - 2. Narrative fields are searchable
☐ Yes ☐ No

3. Size limitation of narrative fields?

☐ Yes ☐ No

a. If so, what is the limitation? _____

2.3 User Administration

a. Provide the hierarchy structure of user groups/roles and how access to features and editing privileges are defined and secured.

b. User system messages advise users when an incorrect entry has been made or the entry doesn't enforce data integrity

☐ Yes ☐ No

c. User activity logs

☐ Yes ☐ No

1. User's adds, changes, deletes & system logins

☐ Yes ☐ No

2. Briefly explain the security of the system logs.

2.4 Reporting

a. List all the report export formats available.

b. Provide a listing of reports that are packaged with the system.

c. Ability to create User defined reports

☐ Yes ☐ No

d. Describe any features within the base system that assist users in developing custom reports.

e. User defined reports saved to a personalized dashboard

☐ Yes ☐ No

f. Electronically distribute reports outside the department and/or network

☐ Yes ☐ No

g. If a report writer is needed for custom reports, make recommendations with regard to the report writers that the County could purchase and provide information on who maintains the data dictionary.

h. Burn rates (the use of material) and production rates (how many miles of roadway in a given time/project) provide very important budgeting information.

Does the application offer the ability to report on these rates?

☐ Yes ☐ No

2.5 Asset Classes

a. Allow users (by role) to define asset classes

☐ Yes ☐ No

b. Briefly describe the proposed application's Asset Database Structure design - Asset Details, Asset relationships, Asset Classifications and Categories, Asset Financial Information (budgets, initial value, depreciation, salvage value, etc.)

- c. Discuss how assets are added to the system and the corresponding GIS data layer, how they are referenced (id or naming protocol), how naming will correspond with assets already entered into GIS, and the attributes in the system.
- d. Limitations to the number of fields available
☐ Yes ☐ No

2.6 Additional Capabilities (Briefly explain other additional capabilities not listed)

- a. Inactivity time-out feature of login. Note whether this is configurable by System Administrator or the manufacturer. A 60 minute timeout is ideal.
- b. Online help files (HTML based) through internet connection. This provides updating of the help files by the manufacturer that are immediately available to the users.
- c. Phase II integration as described in the Statement of Work

3. APPLICATION MODULES/COMPONENTS

The County desires a modular/component based format that will allow the purchase/implementation of only those features it deems necessary at this time.

3.1 Public Portal

This feature will be locally hosted and must support our architecture shown in the Section 4 GIS diagram.

- a. Public portal (public facing web page)
☐ Yes ☐ No
- b. Customizable
☐ Yes ☐ No
 Briefly explain by whom and how.
- c. Allows public to be able to see GIS locations on a map
☐ Yes ☐ No
- d. Briefly explain the security of the portal, ports used, etc.
- e. Pan and zoom features available
☐ Yes ☐ No
- f. Data entry in web interface allows public to create service a request
☐ Yes ☐ No
- g. Public user can create a login to view status of service request
☐ Yes ☐ No

3.2 Service Requests

- a. Our Road & Bridge and Engineering Divisions receive calls from constituents during each day. Does the system support a Call Center to log calls and start the workflow process of servicing our residents?
☐ Yes ☐ No

- b. Explain how calls are input, how service requests transition into work orders, how an employee will follow up or get notified when calls are incomplete or open.
- c. Can users retrieve information showing other service requests in that area from the map?
☐ Yes ☐ No

3.3 Work Orders

- a. Users are notified of assigned work orders
☐ Yes ☐ No
- b. Work orders associated to GIS feature
☐ Yes ☐ No
- c. The application processes multiple tasks on single work order using multiple assets
☐ Yes ☐ No

For example: When flooding occurs, we need to capture labor, vehicles, equipment & materials used, generate reports for submittal to other gov't agencies to enable the County to receive reimbursement for those costs.

- d. The modules integrate with stockpiles for materials used, costs for labor/materials/equipment used for a work order
☐ Yes ☐ No (tree cutting, road building, hauling can all be related to a work order but are performed by different field crews)
- e. Completed work orders can be reopened
☐ Yes ☐ No
- f. Rules to trigger or schedule preventative maintenance (PM) or other types of seasonal work orders
☐ Yes ☐ No
- g. Currently ALL the work performed by our field personnel is logged as a work order. Does the system provide a means to distinguish between a work report (non-constituent generated daily work) and a work order (constituent generated) task? ☐ Yes ☐ No
 Briefly explain how this can be accomplished.
- h. The system can create an image from GIS and attach it to the work order
☐ Yes ☐ No
- i. Ability to reference multiple roadways (intersection)
☐ Yes ☐ No

3.4 Resource Management

- a. The application will manage & track labor resources
☐ Yes ☐ No
- b. Those are then related to the Work Order feature
☐ Yes ☐ No

- c. This information can be passed to external systems
☐ Yes ☐ No
- d. Multiple billing rates implemented
☐ Yes ☐ No
- e. Inventory system
☐ Yes ☐ No
- f. Briefly explain internal controls: Use of multiple location stockpiles; check-in or checkout procedures; moving items between stockpiles; replenishment processes and notifications; reserving materials, supplies and/or staff for projects.
- g. Discuss purchasing aspects such as previous orders, any bid automation, physical inventory counts, whether inventory can be capitalized, and any other workflow or automation used to assist our operations.
- h. Calendar interface to track availability of employees & equipment
☐ Yes ☐ No

3.5 Financial Information

- a. Produces information in accordance with GASB 34
☐ Yes ☐ No
- b. Assets can be capitalized and depreciated
☐ Yes ☐ No
List all the export formats for this information.
- c. Support for the following features:
 - 1. Filtering based on a specific Roadway or project
☐ Yes ☐ No
 - 2. Use of construction work-in-progress for open capital work orders
☐ Yes ☐ No
 - 3. Ability to separate operating and maintenance (O&M) from Capital work orders
☐ Yes ☐ No
 - 4. Full and partial asset retirements
☐ Yes ☐ No
 - 5. Capitalization of labor
☐ Yes ☐ No
 - 6. Capitalization of contract items
☐ Yes ☐ No
 - 7. Explain how the system assists in job cost calculations for both in-house and contracted projects.

3.6 Condition Rating/Scoring

- a. Multiple deterioration curves per asset class supported
☐ Yes ☐ No

- b. Deterioration curves used in the budgeting process
☐ Yes ☐ No
- c. Discuss the ability of the application to use an overall CIP (Capital Improvement Replacement) process with the ability to formulate multi-year projections in the system.
- d. The condition rating/scoring system is customizable
☐ Yes ☐ No
- e. List the condition rating/scoring systems that come with the software.

3.7 Risk Assessment

- a. The system integrates with GIS data and uses buffer tools
☐ Yes ☐ No
- b. Discuss how assigning consequence of failure values affects risk.
- c. Limits to the number of consequence/failure modes that can be assigned to each asset type
☐ Yes ☐ No
 If yes, explain.
- d. Risk data used in budget analysis features
☐ Yes ☐ No
- e. Describe how/if the number of work orders affects the risk model.

3.8 Budget Forecasting

- a. What features are used to determine short range and long range budget projections?
- b. Ability to create “what-if” scenarios
☐ Yes ☐ No
- c. The budget feature must take into consideration life-cycle costs of projects, as well as social and environmental costs. Briefly explain how these elements are considered.

3.9 Project Management

- a. We are looking for workflow and project management features such as scheduling tasks, resource allocations, project status and graphic representations of work progress and schedule of events. The solution should have the ability to track bonding for projects, set milestones, change task schedules, approval process, record submittals, and record inspections. Are all these items included?
☐ Yes ☐ No
 If not, which are lacking?
- b. Projects mapped within GIS via the proposed system
☐ Yes ☐ No
- c. Completed projects used for future project costing and estimates
☐ Yes ☐ No

- d. Support for construction inspections
☐ Yes ☐ No
- e. System keeps track of the appropriate ORDER of project inspections so that inspections can be coordinated among staff when the sequence is important
☐ Yes ☐ No

3.10 Inspections & Permits

- a. The County has a process for application/permitting driveway culverts, special signs, floodplain certifications and various other items that are not directly associated with a roadway asset. Discuss any inspection/permitting features the application provides.
- b. Collection of fees supported?
☐ Yes ☐ No

Explain how they are processed.

- c. Explain how several inspections (or none) may be handled for a permit.
- d. Scheduling features integrated with the permit?
☐ Yes ☐ No

4. GIS/MAPPING

The system shall integrate with the County's existing GIS data using ESRI ArcGIS 10.2. (Network Diagram shown below). Note any incompatibilities, specific changes, or other requirements.

4.1 Integration with Current GIS Infrastructure

- a. Utilize the County's GIS Data Model. The software will not require the County to add any special fields to the GIS data.
☐ True ☐ False
 If False, please detail.
- b. Utilize a direct connection to the County's ESRI ArcSDE-format geo-database stored in a SQL server 2012 database.
☐ Yes ☐ No
- c. Connect to a County-defined geo-database with a specific transactional version (as defined by ESRI) for linking to assets and work orders, location/address lookups, and map display.
☐ Yes ☐ No
- d. Support at least 50 independent GIS layers as overlays/underlays to the map. These include points, lines and polygons (i.e. cemeteries, contours, floodplain areas). The source can be either GIS database layers or ArcGIS services (please note supported formats).
☐ Yes ☐ No

- e. Support display of aerial photos stored in MrSID format from file system on the map
☐ Yes ☐ No
- f. Support display of aerial photos stored in JPG format from file system on the map
☐ Yes ☐ No
- g. Display ArcGIS Server web Feature Services as under/overlays on the map
☐ Yes ☐ No
- h. Display ArcGIS Server web Map Services as under/overlays on the map
☐ Yes ☐ No

4.2 Specific Uses

- a. Support the currently released version ESRI/GIS desktop and server software within 6 months of general release
☐ Yes ☐ No
- b. Select and view specific data on projects, work orders, assets with specific attributes by defining specific geographic areas on the map both by clicking a specific location or using an area to search.
☐ Yes ☐ No
- c. Reports can be created selecting data from the system maps?
☐ Yes ☐ No
- d. Print map search results with search result graphic(s) included.
☐ Yes ☐ No
- e. Export map search results to these electronic formats at minimum. Please list all others.
☐ Yes ☐ No
 1. Adobe PDF (.pdf)
 2. Microsoft Excel (.xls, .xlsx)
 3. Microsoft Word (.doc, .docx)
 4. Comma Separated Values (.csv)
 5. eXtensible Markup Language (.xml)
 6. ESRI Shapefile (.shp)
 7. ESRI Personal Geodatabase (.gdb)
 8. AutoCAD Drawing (.dwg)
- f. Map window containing the following tools
☐ Yes ☐ No
 1. Zoom in
 2. Zoom out
 3. Pan
 4. Change visible map layers
 5. Measure distance (US units)
 6. Measure area (US units)

- g. Buffer selected feature(s) to user-defined distances as a map graphic.
☐ Yes ☐ No
- h. Buffer selected feature(s) and query for features inside the buffered area to return a result set.
☐ Yes ☐ No

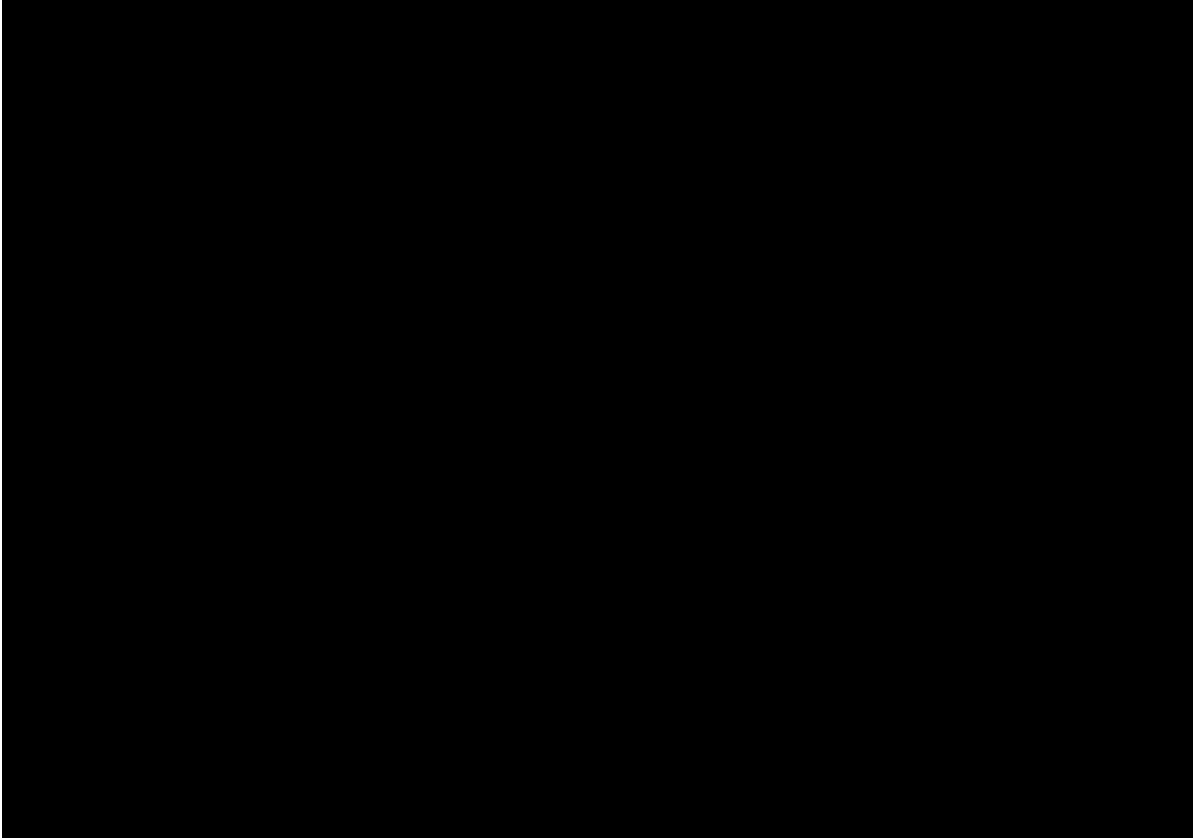
4.3 Data Validation

- a. All fields and dialogs that take user input of road names and addresses validate the entry at the time of user input to prevent inaccurate data entry.
☐ Yes ☐ No
- b. Invalid road names must be allowed, but the user must be warned or otherwise receive some notification that the entry may be incorrect and did not validate.
☐ Yes ☐ No
- c. Road name validation originates from GIS road layer and is updated without user, system administrator, or vendor intervention on at least a daily basis.
☐ Yes ☐ No
- d. Invalid entries in road names are be searchable or otherwise reportable for further validation or correction.
☐ Yes ☐ No

4.4 Additional Features

- a. Installed on a separate server from the County's existing ArcGIS Server.
☐ Yes ☐ No
- b. User-customized map symbolization and labeling stored as part of the user's profile and applied at login.
☐ Yes ☐ No
- c. Support and unlimited number of results returned when query is performed via the map.

MAP OF GIS NETWORK INFRASTRUCTURE



Redacted for security reasons on 8/12/2014 @ 2:36 pm

5. OTHER DESIRABLE FEATURES

5.1 Bonds

The County requires Performance/Maintenance Bonds for various projects. Explain how these might be tracked in the system, what information is available for capture. These bonds have dollar amounts and expiration dates associated.

- a. Are periodic reports available? (List of Bonds about to expire?)
☐ Yes ☐ No
- b. Does the system support the ability to search existing bonds by data fields?
☐ Yes ☐ No
- c. Does the system have an approval process to release bonds upon completion of the project by notifying appropriate staff?
☐ Yes ☐ No Can multiple bonds be applied to a single work order, project, or roadway? ☐ Yes ☐ No
- d. Calendar/notification feature?
☐ Yes ☐ No

6. APPLICATION ARCHITECTURE

The County uses Microsoft's Exchange 2007 and Outlook 2007, 2010 & 2013 and Office 365.

6.1 Software Integration

- a. Does the proposed solution support email using MS Outlook?
☐ Yes ☐ No
- b. Does the system have a calendar feature and will it interface seamlessly to our users' Outlook calendars to prevent duplication of appointments? (inspection appointments) ☐ Yes ☐ No
- c. List any integration with other software packages, AutoCAD, Google Earth. Include exporting of data, reports, or forms.
- d. Are Virtual environments supported? List the types of virtual environments.
☐ Yes ☐ No
- e. Compatible with Microsoft Windows 7 and 8
☐ Yes ☐ No
- f. Compatible or independent of Java 1.7.0_55
☐ Compatible ☐ Independent
- g. Compatible with both 32 and 64 bit operating systems
☐ Yes ☐ No
- h. Supports use of virtual machine for application software
☐ Yes ☐ No

- i. Supports operation on a network that supports 30mb bandwidth or greater
☐ Yes ☐ No
- j. Compatible with currently supported version of Kaspersky Anti-virus software
☐ Yes ☐ No

6.2 Mobile Solution

- a. Support Windows tablet (on Windows 7 and 8) interfaces
☐ Yes ☐ No
- b. Support NetMotion VPN and SonicWall VPN (if independent of VPN, so note)
☐ Yes ☐ No
- c. Does the solution have an off-line capability?
☐ Yes ☐ No

If so, describe how the solution is updated once connectivity to the network is restored.

- d. Are mobile apps updated at the same time as the related solution?
☐ Yes ☐ No

If not, describe how the updates occur.

- e. Does your software have a GPS tracking module?
☐ Yes ☐ No

If not, could it be integrated into the system to view on the map?

- ☐ Yes ☐ No
- f. Can it be managed by permissions?
☐ Yes ☐ No

7. UPCOMING RELEASES & SUPPORT

7.1 Backup & Disaster Recovery

- a. Briefly describe the Backup & Recovery Plan
- b. Is there a provision for a failover system?
☐ Yes ☐ No

Explain

7.2 Updates

- a. Describe how minor and major updates and revisions to your software are distributed and installed.
- b. What happens if bugs are identified that impact our site?
- c. Who is responsible for installing the updates?
- d. Is a vendor installed update considered a billable charge?
☐ Yes ☐ No
- e. Are instructions or procedures supplied for the client to install updates?
☐ Yes ☐ No
- f. If the County signs an ongoing maintenance agreement with your company, will the County be charged an additional fee for minor/major updates to the program?
☐ Yes ☐ No
- g. Briefly describe planned development efforts; include estimated availability dates, if possible.

7.3 Support

***Note – The County will not consider respondents that outsource for Development, Implementation, Maintenance and Support of the application.**

- a. What are the hours for user phone support?
- b. Where is the support Call Center located?
- c. Briefly describe the protocol for support calls.
- d. What is the typical wait time for a caller and how soon are problems resolved?
- e. Briefly describe how support calls get escalated.
- f. Can the user request that a call be escalated to a higher level technician or programmer?
☐ Yes ☐ No
- g. Will the vendor provide a Service Level Agreement (SLA)?
☐ Yes ☐ No
If so, include a sample of a current agreement.
- h. Does your solution development closely follow ESRI's development path?

☐ Yes ☐ No

Briefly explain.

- i. Is the software updated within 6 months of ESRI upgrade to maintain software integrity?
☐ Yes ☐ No
- j. What is the software warranty period? _____
State when the warranty period starts.
- k. Where are the staff members that will be used for the implementation & training located?
- l. Provide the names and resumes of individuals that will be involved in Williamson County's implementation, as well as their role. (limited to 1 page per each member).

8. HOSTED SOLUTIONS

8.1 Additional Options

- a. Do you provide a Hosted solution?
☐ Yes ☐ No
If so, is it ☐ Cloud Based (SaaS), or ☐ Rack Space?
- b. Is your Cloud solution hosted by a third party?
☐ Yes ☐ No
- c. Explain your hosted solution pricing model.
- d. Provide a copy of your Service Level Agreement (SLA) if SaaS.
- e. Describe your security model if SaaS.

9. PRIOR IMPLEMENTATIONS

- 9.1 Provide a list of government agencies for whom you have provided similar services within the past three years including contact information for each. Describe the scope of the implementation. We reserve the right to check references.

10. IMPLEMENTATION STRATEGY

The County anticipates using an industry standard focused Tier 2 implementation strategy. The scope should include (but not be limited to) the following:

- a. Project Kickoff – Establish key employees, dates and overall project timeline.
- b. Workflow Definition
- c. Workflow Design – Finalize activities and familiarize primary users with the system. Begin design of work order forms, service requests, reports

and dashboards. Establish data entry requirements for staff, pay rates, rate types, etc. and similar information for equipment and materials.

- d. Work Order Process Review – Acceptance of forms and other items defined in prior session. Use live forms in the system and begin interacting with draft reports.
- e. Final Acceptance – Final changes to the work order specifications and forms. Acceptance of work order and service request modules.
- f. End user training – provide on-site training for all level of users in a computer classroom training environment.

- 10.1** Describe your proposed implementation strategy, projected timelines for each step and indicate if the steps are to be accomplished on-site or remotely. Provide a flow chart indicating project milestones. Provide a spreadsheet, Gantt chart (or similar) showing implementation timeline. Include the costs as requested in Exhibit II.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the Evaluation Committee to assure all of the terms, conditions and expectations for satisfactory performance of the services requested herein will be met.

6. CONTRACT ADMINISTRATION

Terron Evertson, Director of Road & Bridge; 512/943-3849; tevertson@wilco.org shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Respondent.

7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 Introduction

The Proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Proposal of each Proposal should be submitted.

7.2 Price Proposal

The Respondent will utilize the form provided in the Appendix below in its submission of a Price Proposal in response to this RFP. The Price Proposal should be included in each copy of the Proposal. Any reworked version of the Appendix that is intended to be a substitute and that is provided by a Respondent may be determined as non-responsive, and may, at Williamson County's sole discretion, result in the Respondent's disqualification.

7.3 Proposal Evaluation and Selection

7.3.1 Evaluation/Selection Criteria

All Proposals received by the designated date and time will be evaluated based on the Respondent's Proposal. Other information may be taken into consideration when that information potentially provides an additional benefit to Williamson County, and further helps Williamson County in receiving the services listed in the RFP.

7.3.2 Evaluation Committee and Selection Process

All Proposals will be evaluated by a County appointed Evaluation Committee. The Evaluation Committee may be composed of County Staff that may have expertise, knowledge or experience with the services and/or goods being procured hereunder. Those Respondents meeting all requirements and deemed most qualified may receive further evaluation via telephone or in-person interviews with members of the Evaluation Committee. The County will select a Respondent determined best and most responsible Respondent meeting minimum specifications and qualifications.

Respondents are advised that the Evaluation Committee, at its option, may recommend an award strictly on the basis of the initial RFP responses, or in addition, may have interviews with firms to determine its final recommendation. The Evaluation Committee will present its recommendation to the Williamson County Commissioners' Court for approval and award of contract.

Finalist shall be determined by the Respondent receiving the most points in relation to the following Evaluation Criteria and any further scoring that may be conducted based upon Respondent's presentation during the interview process:

EVALUATION CRITERIA

Evaluation of the Proposals received will be based on the following criteria. Criteria must be met to be considered.

--

Williamson County reserves the right to award a contract for any or all areas of this RFP.

It is the responsibility of the Respondent to provide sufficient information/data in a convincing manner to the Evaluation Committee to assure all of the terms, conditions and expectations for satisfactory performance of the services requested herein will be met.

All contact during the evaluation phase shall be through the Williamson County Purchasing Department only. Successful Respondent shall neither contact nor lobby evaluators during the evaluation process. Attempts by Successful Respondent to contact and/or influence members of the Evaluation Committee may result in disqualification of Proposal.



FAILURE BY RESPONDENT TO INCLUDE ALL LISTED ITEMS MAY, AT THE SOLE DISCRETION OF WILLIAMSON COUNTY, RESULT IN THE REJECTION OF ITS PROPOSAL.

YOU MUST PROVIDE ALL REQUIRED SIGNATURES BY AUTHORIZED REPRESENTATIVES

ALL REQUIRED DOCUMENTS AND USE ONLY REQUIRED FORMS IN THIS RFP TO ENSURE CONSIDERATION OF YOUR PROPOSAL.

USE PROPOSAL SUBMITTAL CHECKLIST PROVIDED TO ENSURE ALL REQUIREMENTS HAVE BEEN MET.

Proposal Submittal Checklist
RESPONDENT SHOULD COMPLETE AND RETURN THIS
“PROPOSAL SUBMITTAL CHECKLIST” WITH YOUR PROPOSAL.

The Respondent’s attention is especially called to the items listed below, which should be submitted in full as part of Respondent’s Proposal. Failure to submit any of the documents listed below as a part of your Proposal, or failure to acknowledge any Addendum in writing with your Proposal, or submitting a Proposal on any condition, limitation, or provision not officially invited in this RFP may serve, at Williamson County’s sole discretion, as cause for rejection of the Proposal. The County reserves the right to request that any Respondent clarify its Proposal or to supply any additional material deemed necessary to assist in the evaluation of the Proposal.

Respondent should check each box below indicating compliance.

- ☐ Transmittal Letter
- ☐ Table of Contents of the Proposal
- ☐ Executive Summary of Respondent’s Proposal
- ☐ Proposal and Response to Criteria
- ☐ Price Sheet form (Appendix A)
- ☐ References: Identification of three (3) references ***within the last 36 months*** for which the Respondent is providing or has provided the goods and services (public sector) of the type requested, including the name, position, and telephone number of a contact person at each entity (Appendix B)
- ☐ Conflict of Interest Questionnaire (Appendix C)
- ☐ Proposal Affidavit and Addenda Acknowledgement (Appendix D)
- ☐ Signature Page (Appendix E)
- ☐ Attach Sample Contract
- ☐ File copy of **Assumed Name Certificate** - *If Proposer 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.*
<https://deed.wilco.org/RealEstate/searchentry.aspx?cabinet=opr>
- ☐ **One (1) original, three (3) paper copies and one (1) CD copy** of the Proposal should be mailed to or delivered on or before the Proposal submittal deadline, to the Williamson County Purchasing Department, 901 S Austin Ave, Georgetown, TX 78626.

RESPONDENT SHOULD SIGN AND RETURN THIS PAGE WITH ITS PROPOSAL

Company

Address

Authorized Representative (Please print)

Authorized Signature

APPENDIX A PRICE SHEET
ROADWAY/ASSET MANAGEMENT SYSTEM (RAMS)

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

The undersigned Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

Does respondent have contracts with Texas Cooperative organizations (HGAC, TXMAS, TxSmartBuy, TCPN, BuyBoard or DIR? _____

Roadway Asset Management System Phase 1
Cost Summary and Projections
Instructions

1. **Use **one** of the two scenario tabs provided.**

Scenario 1: Annual license cost per user is fixed. Complete annual license cost adjustment value as necessary.

OR

Scenario 2: Annual support cost is a % of software cost. Complete percentage value as necessary. Complete annual support cost adjustment value as necessary.

2. **Provide additional spreadsheet(s) showing software module/component costs individually. The county would like the option to purchase those modules/components it deems necessary at this time.**
3. **Provide additional spreadsheet(s) showing implementation and training breakdown.**

APPENDIX A PRICE SHEET – CONTINUED
SCENARIO 1

Roadway Asset Management System Phase 1
Cost Summary and Projections
Fixed Annual License Cost/User

Concurrent Users 10

Cost Of Software \$ _____

Cost Of Implementation \$ _____

Annual Fixed License Fee Per User \$ _____

Annual License Cost Adjustment % _____%

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

Contact Name (please print): _____

Authorized Signature: _____

Title or Representative Capacity of Signer: _____

The undersigned hereby certifies that he or she has read the terms of this RFP and understands that Williamson County reserves the right to waive any informality in or to reject any or all Proposals.

APPENDIX A PRICE SHEET – CONTINUED

SCENARIO 2

Roadway Asset Management System Phase 1 Cost Summary and Projections Support Costs as % of Software Cost

Concurrent Users 10

Cost Of Software \$ _____

Cost Of Implementation \$ _____

Annual Cost at % _____%

Annual Support Costs Adjustment % _____%

Company Name: _____

Address: _____

Telephone: _____ Email: _____

Contact Name (please print): _____

Authorized Signature: _____

Title or Representative Capacity of Signer: _____

The undersigned hereby certifies that he or she has read the terms of this RFP and understands that Williamson County reserves the right to waive any informality in or to reject any or all Proposals.

APPENDIX B
RESPONDENT REFERENCES
ROADWAY/ASSET MANAGEMENT SYSTEM SOFTWARE

Please list at least three (3) governmental agencies where the same or similar products and/or services as contained in this specification package were provided **in the last 36 months.**

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Reference Two

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

APPENDIX C

CONFLICT OF INTEREST QUESTIONNAIRE

For Respondent or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

APPENDIX C

CONFLICT OF INTEREST QUESTIONNAIRE - CONTINUED

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For Respondent or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

- B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes ☐ No

- C. Is the filer of the questionnaire affiliated with a Corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

- D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

Respondent
Name: _____

Authorized Signature: _____

Title or Representative Capacity of Signer: _____

Date: _____, 20____

APPENDIX D
PROPOSAL AFFIDAVIT/ACKNOWLEDGMENT OF ADDENDA
ROADWAY/ASSET MANAGEMENT SYSTEM SOFTWARE

ACKNOWLEDGMENT OF ADDENDA

RESPONDENT HEREBY ACKNOWLEDGES RECEIPT OF ALL ADDENDA THROUGH AND INCLUDING:

INITIAL AND ACKNOWLEDGE # OF ADDENDA IN BLANK

ADDENDUM # _____ **ADDENDUM #** _____ **ADDENDUM #** _____ **ADDENDUM #** _____

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Proposer further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price negotiated, and upon the conditions contained in the RFP.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared _____ (*Name of Signer*), who after being by me duly sworn, did depose and say:

"I, _____ (*Name of Signer*) am a duly authorized officer of/agent for _____ (*Name of Proposer*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Proposer*).

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a proposal or not to submit a Proposal thereon."

Name and Address of Proposer:

Fax: _____ Telephone#: _____

By: _____ Printed Name: _____

Title: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 20____.

Notary Public in and for

APPENDIX E
SIGNATURE PAGE
ROADWAY/ASSET MANAGEMENT SYSTEM SOFTWARE

This Proposal shall remain in effect for ninety (90) calendar days from Proposal opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The Respondent agrees, if this Proposal is accepted, to furnish any and all items upon which prices are offered, in accordance with the Specifications, Terms and Conditions contained in the RFP, and all other items made a part of this RFP.

The undersigned affirms that he or she is duly authorized to execute this Proposal and that by executing this Proposal, Respondent understands, acknowledges and agrees that the Respondent's Proposal, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Respondent and Williamson County upon selection. Respondent represents to Williamson County that Respondent has not prepared this Proposal in collusion with any other Respondent, and that the contents of this Proposal as to prices, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other Respondent or to any other person(s) engaged in this type of business prior to the official opening of this Proposal. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a Proposal or not to submit a Proposal thereon.

Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

Williamson County Purchasing

Address:

**901 S Austin Ave
Georgetown, TX 78626**

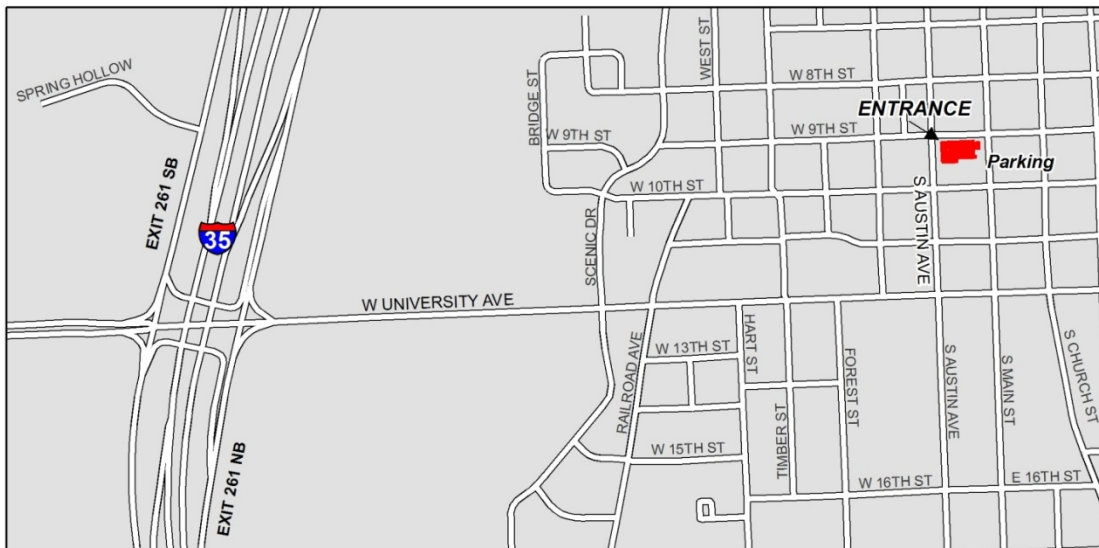
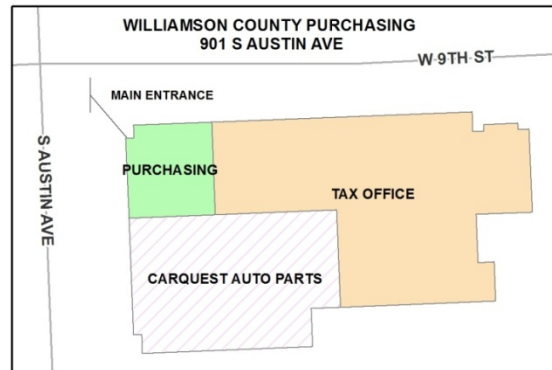
Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound
Exit 261
Take EXIT 261 toward TX-29/Burnet.
Take the 1st right onto W University Ave/TX-29
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right

From North (Jarrell, Georgetown)

Take IH-35 Southbound
Exit 261
Turn left onto TX-29/W University Ave
Turn left onto S Austin Ave
901 S AUSTIN AVE is on the right



Commissioners Court - Regular Session

30.

Meeting Date: 08/12/2014

Reject Bids for Plumbing Valve for Jail Facilities

Submitted For: Bob Space

Submitted By: Connie Singleton, Purchasing

Department: Purchasing

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss, consider and take appropriate action on rejecting bids received for Electronic Plumbing Valve for County Jail Facilities Retrofit, Bid# 14IFB00238.

Background

Two bids have been received for this project and neither met the technical specifications. The Facilities Department has modified the specifications and a new bid is being issued.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Bob Space	08/07/2014 09:15 AM
County Judge Exec Asst.	Wendy Coco	08/07/2014 11:38 AM
Form Started By: Connie Singleton		Started On: 08/06/2014 08:15 AM
Final Approval Date: 08/07/2014		

Commissioners Court - Regular Session

31.

Meeting Date: 08/12/2014

Advertise Electronic Plumbing Valve for Jail

Submitted For: Bob Space

Submitted By: Connie Singleton, Purchasing

Department: Purchasing

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing advertising and setting date of September 10, 2014 at 3:30 PM in the Purchasing Department to receive bids for Electronic Plumbing Valve for County Jail, Bid# 14IFB00245.

Background

This is a bid for materials only. It allows the Williamson County Facilities Department to retrofit toilet, sink and shower valves with electronically controlled valves according to the specifications provided by the Facilities department. This bid is being re-issued with modified specifications due to prior bids being non-responsive.

Fiscal Impact

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

Attachments

electronoc plumbing valve package

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Bob Space	08/07/2014 09:23 AM
County Judge Exec Asst.	Wendy Coco	08/07/2014 11:38 AM
Form Started By: Connie Singleton		Started On: 08/06/2014 08:22 AM
Final Approval Date: 08/07/2014		



2014

Williamson County

INVITATION FOR BID

ELECTRONIC PLUMBING VALVE

Bid # 14IFB00245

***Williamson County Purchasing
Department***

***901 S. Austin Avenue
Georgetown, TX. 78626
www.wilco.org/Purchasing
512-943-3553***

Submission Deadline: Wednesday, September 10, 2014 at 3:30 PM



New 2-Step Bid Process

FOR BID #14IFB00238 Table of Contents

I.	Cover sheet	Page 1
II.	Table of Contents	Page 2
III.	Important Information on Two (2) Step Bid Process	Page 3
IV.	Step 1 Overview	Page 4
	A. Bid Form (Price Sheet – Schedule “A”)	Page 7
	B. Bid Specifications (Schedule “B”)	Page 9
V.	Step 2 Overview	Page 14
	C. Schedule and Bid Format for Submission (Schedule “C”)	Page 15
	D. Bidder References (Schedule “D”)	Page 23
	E. Conflict of Interest Questionnaire (Schedule “E”)	Page 24
	F. Bid Affidavit (Schedule “F”)	Page 26
	G. Standard Terms and Conditions (Schedule “G”)	Page 27



Important Information:

This is a two (2) step bid process.¹

Step 1 - contains information relative to the only submission you are required to make by the deadline:

Wednesday, September 10, 2014 at 3:30 PM

Step 2 – contains the following information:

- Technical Specifications
- 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.

¹ 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”)
- 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.



INVITATION FOR BIDS (IFB)
-Public Announcement and General Information-

**Electronic Plumbing Valve
For Williamson County**

Bid # 14IFB00245

**BIDS MUST BE RECEIVED ON OR BEFORE:
Wednesday September 10, 2014 at 3:30 PM**

**BIDS WILL BE PUBLICLY OPENED:
Wednesday September 10, 2014 3:30 PM**

PRE-BID

No pre-bid

BID SUBMISSION

Notice is hereby given that sealed Bids will be accepted by the Williamson County Purchasing Department **for materials only** for retrofitting toilet, sink and shower valves with electronically controlled valves according to the specifications.

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 the 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:	Electronic Plumbing Valve
BID NO:	Bid # 14IFB00245
DUE DATE/TIME:	Wednesday September 10, 2014 at 3:30 PM
MAIL OR DELIVER TO:	Williamson County Purchasing Department
	Attn: Electronic Plumbing Valve
	Bid # 14IFB00245
	901 South Austin Avenue
	Georgetown, TX 78626

Any questions, clarifications or requests for general information should be directed to the contact listed below:

Purchasing Specialist
Attn: 14IFB00245
901 South Austin Avenue
Georgetown, TX 78626
purchase@wilco.org

Questions must be submitted via email, and are due by 5PM CST on Thursday, September 4, 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
Dale Butler, Williamson County Project Manager (or successor) at 3101 SE Inner loop, 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 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:
Wednesday September 10, 2014 AT 3:30 PM-**

SCHEDULE "A"

PRICE SHEET

-REQUIRED AS A PART OF STEP 1-

THIS FORM MUST BE COMPLETED AND RETURNED BY THE DEADLINE OF:
Wednesday September 10, 2014 at 3:30 PM

The Successful Bidder shall provide the goods and/or services described herein within sixty (60) days from Commissioners' Court award.

ITEM #	DESCRIPTION	ESTIMATED QUANTITIES	Unit Price	Total
1	Electronic Plumbing Valve 180-Lavatory/Toilet Combo Valves and Miscellaneous Parts per Specs.	180		
2	Electronic Plumbing Valve 52- Shower Valves and Miscellaneous Parts per Specs.	52		
	<u>OVERALL TOTAL</u>	232		

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 County’s evaluation of the Bid.

☐ I will offer the quoted prices to all authorized entities during the term of the County’s contract.

☐ I will not offer the quoted prices to all authorized entities.

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

1. ELECTRONIC METERING SYSTEM

A. WATER CLOSET, LAVATORY AND SHOWER:

The Water Closet/Lavatory combination fixture control system shall be 24 VAC with low wattage power consumption. The System shall include soft close, industrial quality solenoid valves that do not include diaphragms. Any Lavatory valve that includes a diaphragm shall not be accepted. All sensor assemblies shall have stainless steel housing and shall be pressure activated with no mechanical moving components and completely waterproof. Electrical hook-up of sensor and solenoid valve shall be accomplished with modular plug type connectors. The microprocessor shall have the ability to control multiple combination fixtures through programmable software. The software-controlled microprocessor shall incorporate electronic timing qualities for water conservation and time out functions to discourage misuse. The system shall include a solenoid operated non-metallic flush valve capable of achieving 1.6, gallons per flush on a 3.5 gallon per flush fixture. Flush Valve shall be third party tested, certified and listed by a recognized agency such as American Society of Sanitary Engineers (ASSE), for section 1037 (Pressurized Flushing Device). The flush valve shall have a "straight through" flow and the flush time shall not be controlled by a conventional metering diaphragm. The flush valve shall have a water inlet connection allowing the flush valve to swivel three hundred and sixty degrees.

B. SECURITY SHOWER SYSTEM:

The Shower Control System shall be electronic, and operate on 24 VAC, low wattage power consumption. The system shall include soft close, industrial quality solenoid valves. All sensor assemblies shall have stainless steel housing and shall be pressure activated with no mechanical moving components and completely waterproof. Electrical hook-up of sensor and solenoid valve shall be accomplished with modular plug type connectors. The software-controlled microprocessor shall have the ability to control multiple stations and shall incorporate electronic timing qualities for water conservation and to discourage misuse.

C. CONNECTORS

Installer should be able to make connections by simply inserting the modular plug type connector into the appropriate port.

D. TRANSFORMERS

Owner Provided.

E. CONTROLLER:

The controller shall be self-contained and shall include an integral on/off power switch. Controller shall be housed in a water resistant enclosure and shall have no unsealed opening on the face of the lid to prevent water intrusion. Control board shall be equipped with the ability for wireless option. Operation of both input/output ports (when activated) and power shall be in view when water tight lid is closed by means of illumination. The System shall be programmed according to the requirements of Williamson County.

F. LAVATORY MANIFOLD

Retrofit Lavatory cartridge/block shall include solenoid valve operators. Lavatory retro cartridges/blocks shall be industrial quality and shall include solenoid valves without diaphragms. Any Lavatory valve that includes a diaphragm shall not be accepted. Existing water supply tubing or tube from valve outlet to lavatory spout shall remain. Each lavatory solenoid shall include a manual override feature to enable the maintenance staff to turn on flow to the bubbler by bypassing the electronic circuitry in the event of power loss or during troubleshooting. The solenoid coil and plunger shall be interchangeable with the solenoid coil and plunger of the flush valve, shower valve, and lavatory valve to reduce spare part requirements.

G. SHOWER MANIFOLD

Retrofit Shower cartridge/block shall include solenoid valve operators. Shower retro cartridges/blocks shall be industrial quality and shall include solenoid valves without diaphragms. Any Shower valve that includes a diaphragm shall not be accepted. Water supply tubing or tube from valve outlet to lavatory spout shall remain. Each shower solenoid shall include a manual override feature to enable the maintenance staff to turn on flow to the showerhead by bypassing the electronic circuitry in the event of power loss or during troubleshooting. The solenoid coil and plunger shall be interchangeable with the solenoid coil and plunger of the flush valve, shower valve, and lavatory valve to reduce spare part requirements.

H. FLUSH VALVE

Flush Valve shall include plug-in connection and shall include a solenoid operated non-metallic flush valve capable of achieving a 1.6 gallon flush on an existing 3.5 gallon or greater fixture. Flush Valve shall be third party tested, certified and listed by a recognized agency such as American Society of Sanitary Engineers (ASSE), for section 1037 (Pressurized Flushing Device). Flush Valve shall be made of a non-metallic, corrosion resistant, material for extended durability and anti-corrosion properties. Flush valve shall include an external, adjustable flush activation control located on the valve that shall allow adjustment to compensate for calcium build-up in older fixtures. Flush Valve shall have manual override feature to enable the maintenance staff to flush toilet by bypassing the

electronic circuitry in the event of power loss or during troubleshooting. The flush valve shall have a "straight through" flow and the flush time shall not be controlled by a conventional metering diaphragm. The solenoid coil and plunger shall be interchangeable with the solenoid coil and plunger of the flush valve, shower valve, and lavatory valve to reduce spare part requirements. In the event of a low-pressure occurrence, the flush valve shall automatically reset and not require any staff to manually reset the valves. Flush Valve shall come complete with a rough brass vacuum breaker tailpiece, vacuum breaker repair kit and top nut.

I. TOUCH SENSOR BUTTON

Touch Sensor Button assemblies shall have stainless steel housing and shall be pressure activated with no mechanical moving components and completely waterproof. The sensor shall operate on a "strain gage" type principle and the sensor adjustment shall be self-calibrating. Sensors shall be pre-wired prior to shipment. The sensor button shall be interchangeable with the sensors for the flush valve, shower valve and lavatory valve.

J. SOLENOIDS

Solenoids shall have an integrated plunger core tube with plunger retainer. Solenoid plunger shall be the only moving part. Solenoids shall use no diaphragms. The solenoids shall be interchangeable with the solenoids for the flush valve, shower valve and lavatory valve.

K. MANUFACTURER'S EXPERIENCE

The successful bidder shall have a minimum of 10 years of experience in the manufacture of electronic metering systems applicable to correctional facilities. This should include the manufacture of all parts and components of a complete metering system as described above.

L. MANUFACTURER'S WARRANTY

The successful bidder shall provide a minimum one (1) year full warranty of all components provided. This shall include, but is not limited to, any rebuild parts and kits for any components, and/or new sensors, valves, control boards, and solenoids as required. This warranty shall not include damage or failure due to abuse, negligence or misuse.

M. TECHNICAL SUPPORT

The successful bidder shall provide on-site and telephone technical support to assist Williamson County in their initial install phase of the electronic metering system components. This shall include a minimum of one two hour on-site visit. Telephone technical support shall include a minimum of six phone conversations to answer technical questions about the provided products and their installation.



ACORN SHOWER VALVE



SLOAN TOILET AND ACORN VANITY VALVES

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"

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: Jail Electronic Plumbing Valve
purchase@wilco.org
512-943-3553

ORDER AND TIMING FOR ITEMS TO BE SUBMITTED

Schedule for Submission:

Step

Mandatory items to be submitted by the designated deadline:

- Schedule "A" Price Sheet

Note: All forms listed above **MUST** be submitted by the deadline: Wednesday September 10, 2014 at 3:30 PM. These forms **MUST** be signed by an authorized representative of the entity submitting the bid.

Step

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: Certificate of Insurance, Workers Comp Insurance Assumed Name Certificate (If Applicable)



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”
- ☐ **Authorized Signature** on Price Sheet forms
- ☐ Submitted by the Designated Deadline Wednesday September 10, 2014 at 3:30 PM
- ☐ One (1) original, one (1) copy 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”: 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”)
- ☐ Certificate of Insurance
- ☐ 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 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.

Williamson County reserves the right to award a Contract in whole to one Bidder or to award a contract on each separate item or combination of items as may be most advantageous to the County. A primary, secondary, third and/or subsequent award may be made for this IFB. Bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best Bid.

To award the lowest responsible bidder in accordance with Texas Government Code and Local Government Code, the 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 may require Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years. 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 # 14IFB00245 Electronic Plumbing Valves
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 one (1) copy of 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

-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.

Client Name: _____ Location: _____
City or County

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Contract Dates: _____ Contract Value: \$ _____
Start End

Scope of Work: _____

Client Name: _____ Location: _____
City or County

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Contract Dates: _____ Contract Value: \$ _____
Start End

Scope of Work: _____

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

For Bidder or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	
<div style="display: flex; justify-content: space-between;"> <div> CONFLICT OF INTEREST QUESTIONNAIRE CIQ </div> <div> FORM </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

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:

Fax: _____ Telephone#: _____

By: _____ Printed Name: _____

Title: _____

SUBSCRIBED AND SWORN to before me by the above-named _____ on

this the _____ day of _____, 20____.

Notary Public in and for
the State of _____

SCHEDULE “G”

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.

3.0 DEFINITIONS, TERMS AND CONDITIONS

3.1 Definitions

- a. “Addenda” – Means any written or graphic instruments issued by Williamson County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.
- b. “Agreement” – The Successful Bidder may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and Bidder’s Bid. Such ensuing Agreement(s) shall contain the Bid Specifications, Terms and Conditions that are derived from the IFB.
- c. “Contract” – This IFB and the Bid of the Successful Bidder shall become a contract between the Successful Bidder and Williamson County once the Successful Bidder’s Bid is properly accepted by the Williamson County Commissioners Court.
- d. “Bid Documents” – The Legal Notice, IFB including attachments, and any Addenda issued by Williamson County prior to the consideration of any Bids.
- e. “Bid” – 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.

3.2 Terms and Conditions

3.2.1 Venue and Governing Law

Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any ensuing Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any ensuing Agreement is governed by the laws of the United States, this IFB, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

3.2.2 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.

3.2.3 Ownership of Bid

Each Bid shall become the property of Williamson County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

3.2.4 Disqualification of Bidder

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Bidder has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if Williamson County believes that collusion exists among the Bidders.

3.2.5 Funding

County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

3.2.6 Assignment, Successors and Assigns

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

3.2.7 Implied Requirements

Products and services not specifically described or required in the IFB, but which are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

3.2.8 Termination

- a. **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Bidder breaches any of the IFB Specifications, Terms and Conditions, including warranties of Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in

lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.

- b. **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon thirty (30) calendar day's written notice to Successful Bidder. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

3.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction. In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

3.2.10 Proprietary Information and Texas Public Information Act

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

3.2.11 Right to Audit

Successful Bidder agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Bidder agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Successful Bidder reasonable advance notice of intended audits.

3.2.12 Testing and Inspections

Williamson County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Bidder to be in breach and terminate the Contract and/or any ensuing Agreement(s).

3.2.13 Bid Preparation Cost

Cost of developing Bids is entirely the responsibility of Bidders and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Bidders for any expense incurred in preparing a Bid in response to this IFB and Williamson County will not reimburse Bidders for such expenses.

3.2.14 INDEMNIFICATION

SUCCESSFUL BIDDER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF BIDDER OR ANY OF BIDDER'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE BIDDER'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL BIDDER ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL BIDDER FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL BIDDER'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).

SUCCESSFUL BIDDER SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL BIDDER IN THE DEFENSE OF EACH MATTER. SUCCESSFUL BIDDER'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S) UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF

THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, BIDDER SHALL NEVER-THE-LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF BIDDER ARE NOT AT ISSUE IN THE MATTER.

Successful Bidder's indemnification shall cover, and Successful Bidder agrees to indemnify Williamson County, in the event Williamson County is found to have been negligent for having selected Successful Bidder to perform the work described in this request. The provision by Successful Bidder of insurance shall not limit the liability of Successful Bidder under the Contract and/or any ensuing Agreement.

3.2.15 Waiver of Subrogation

Successful Bidder and Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any ensuing Agreement.

3.2.16 Relationship of the Parties

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give County the right to direct the Successful Bidder as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Bidder shall follow the desires of County in the results of the work only. County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of County, and that the Successful Bidder and its employees, agents and sub-contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by County.

3.2.17 Sole Provider

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

3.2.18 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

3.2.19 Severability

If any provision of this IFB, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render

Unenforceable any other provision thereof, but rather the entire IFB, Contract or any ensuing Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this IFB, the Contract or any ensuing Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this IFB, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

3.2.20 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

3.2.21 Notice

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

Williamson County Purchasing Department
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.

3.2.22 Sales and Use Tax Exemption

Williamson County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

3.2.23 Compliance with Laws

Williamson County and Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

3.2.24 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.

3.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson County does not waive, modify, or alter

to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

3.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

3.2.27 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness of County for which County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Williamson County shall have the right to terminate the Contract and any ensuing Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

3.2.28 FOB – Destination

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

3.2.29 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

3.2.30 Assignment

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

3.2.31 Safety

Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

3.2.32 General Obligations and Reliance

Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services.

Successful Bidder agrees and acknowledges that County is relying on Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of County in accordance with County's requirements and procedures. Successful Bidder's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the County nor shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

3.2.33 Estimated Quantities

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

3.2.34 Contractual Development

The contents of the IFB and the selected Bid will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Bidder must agree to inclusion in an ensuing Agreement of the Bid Specifications, Terms and Conditions of this IFB. If an ensuing Agreement is required under this IFB, information relative to the Agreement will be located in Schedule "C" of the IFB.

3.2.35 Survivability

All applicable agreements that were entered into between Successful Bidder and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

3.2.36 Air Quality

In determining the overall best Bid, the County may, to the extent applicable, exercise the following option granted to local governments under the Texas Local Government Code.

Option – TLGC § 271.907. This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative form indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

3.2.37 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Bidder and County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Bidder and County.

3.2.38 Payment

Unless specified otherwise in this IFB or an ensuing Agreement, the following provision shall control the County's method of payment:

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Bidder, County shall notify Successful Bidder of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Bidder, Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Successful Bidder and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the Contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org, 512-943-1500.

3.2.39 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 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, forfeits Bid security, if applicable, and select another Bidder.

3.2.40 Performance and Payment Bonds – Not Applicable

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.

3.2.41 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.**

3.2.42 Warranty Bond - Not Applicable

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.**

3.2.43 Cooperative Purchasing Program

During the term of the Contract resulting from this IFB, Williamson County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this Invitation to Bid is subject to a properly authorized Purchasing Cooperative Interlocal Agreement with Williamson County. Any liability created by Purchase Orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

3.2.44 Insurance Requirements

By signing its Bid, the Successful Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement, at Successful Bidder's cost, **insurance in accordance with Schedule "C" of this IFB.**

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.

The following coverage limits shall be required at a minimum:

A. Worker's Compensation

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 claims, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.

3.2.45 Workers' Compensation Coverage Requirements

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity such as Williamson County. The rule requires Williamson County to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in the Bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061.

The information provided below is a result of this rule. By submitting your Bid to the County, you are acknowledging that this rule is a part of these Bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your Bid be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following address prior to beginning work:

Williamson County
901 South Austin Avenue
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,

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 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.

3.2.46 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.

3.2.47 Contract Term

The Successful Bidder shall provide the goods and/or services described herein within sixty (60) days from Commissioners' Court award.

Schedule “H”

LIST OF OTHER MANDATORY DOCUMENTATION

- **Certificates of Insurance;**
- **Assumed Name Certificate**
- Pending or Anticipated Litigation Information (as mandated by Section 3.2.46 of the Standard Terms & Conditions)

Meeting Date: 08/12/2014

Ready Mix Concrete

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss, consider and take appropriate action on awarding Concrete Ready Mix to the lowest and best quotes received, Alpha Ready Mix and TXI pursuant to Tex. Loc. Gov't Code § 262.0225(d) and § 262.0245.

Background

Ready Mix Concrete was formally bid and no competitive bids were received. Historically, bidding this commodity has resulted in minimum bid response. The Texas Local Government Code § 262.0225(d) and § 262.0245 allow the Purchasing Agent to recommend procedures for obtaining necessary items if no competitive bids are received. Recommendation was made to the Road and Bridge department to solicit quotes for the items originally bid out. Three quote responses were received. The responses were evaluated in the same manner as if they had been received during the initial bid process. Based upon review of these quotes received and evaluated, it is the recommendation to award as follows: Item#1 and Item#3 to Alpha Ready Mix and Item#2 and Item#4 to TXI.

Fiscal Impact

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

Attachments

[Alpha Quote](#)[TXI Quote](#)

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Bob Space	08/07/2014 09:56 AM
County Judge Exec Asst.	Wendy Coco	08/07/2014 11:38 AM
Form Started By: Kerstin Hancock		Started On: 08/06/2014 02:29 PM
Final Approval Date: 08/07/2014		



**ALPHA
READY-MIX**

212 Investment Loop, Hutto, Texas 78634 (512) 243-2943 (512) 846-2221 Fax (512) 846-1091

May 5, 2014.

TO: Williamson County
ATT'N: Megan Smith
Delivered via e mail

Williamson County Projects

We would like to offer our services as a Ready Mixed Concrete supplier on the above referenced project, subject to terms and conditions stated below.

Class A 3000 psi		\$80.00 per cubic yard
Class C 3600 psi		\$83.50 per cubic yard
Class S 4000 psi		\$87.00 per cubic yard
Class S-360 4500 psi		\$90.50 per cubic yard
Fiber Mesh	Add	\$6.00 per Cubic Yard
HRWR	Add	\$6.00 per Cubic Yard
HE	Add	\$6.00 per Cubic Yard
Plant opening charge		\$250.00

Sales Tax rate of 8.25% will be charged in addition to the above prices unless tax exempt/ resale certificate on file.

All Saturday pours will be at a premium of \$3.00 per cubic yard.

Concrete pricing does not include temperature control.

Prices protected until October 31, 2014. A price increase of 2.50 is expected on November 1, 2014 for all mix designs.

Additional charges may apply to deliveries made outside of normal operating hours (6:00 am – 5:00 pm Monday to Friday) and environmental costs associated with returned concrete. Minimum order charge is 5 cubic yards. Unloading time charges may apply for exceeding 60 minutes to unload truck at a rate of \$60.00 per hour charged in 15 minute increments.

Alpha Ready Mix is a certified Minority owned/ women owned business.

This offer at the prices quoted must be accepted in writing within 30 days or the offer may be withdrawn. The attached Terms and Conditions of sales apply and a contract of sales shall be made when a copy of this agreement signed by the buyer is delivered to Alpha Ready Mix LLC.

We appreciate your consideration. We hope to do business with you.

Sincerely,

Tatiana Leadbetter

Alpha Ready Mix LLC

ACCEPTED: _____
Company Name

BY: _____

DATE: _____



**ALPHA
READY-MIX**

212 Investment Loop
Hutto, TX 78634

Ph. 512-846-2221
Fax 512-846-1091

July 7, 2014

Williamson County,

Over the last months, we have incurred cost increases in raw materials. As a result we find it necessary to increase our prices. Effective July 15, 2014 there will be a price increase of \$2.00 per yard on all mix types.

We sincerely appreciate your business and look forward to serving your needs with the highest quality products and services.

Sincerely,

Tatiana Leadbetter
General Manager



Central Texas Ready Mix
Dispatch (800) 378-1367
Sales (254)947-2945

1805 L Don Dodson Bedford, TX 76021

READY-MIXED CONCRETE QUOTATION AND SALES AGREEMENT

Customer: Williamson County Road & Bridge
Contact: Megan Smith
Email Address: megansmith@wilco.org
Project: Williamson County 2014 Bid
Job Address: Various
City, State, Zip: Williamson County
Start Date: End Date:

Phone Number: 512.943.3331

Account #:

Date: 6/12/2014

Yardage:

Price/ CYD	Mix Number	Description
\$84.00	TBD	Class A
\$82.00	TBD	Class B
\$88.00	TBD	Class C
\$83.00	TBD	Class D
\$90.00	TBD	Class S
\$5.00	TBD	3/8" Aggregate
\$4.00	TBD	Flyash Mix to Straight Cement Mix
\$3.00	TBD	+/- 1/2 Sack of Cement or 500 PSI
\$200.00	TBD	Pump Primer \$200.00 per cubic yard
\$5.00	TBD	High Range Admixture per Sack
NA	TBD	Freight Fee / Per Load
NA	TBD	Environmental Fee / Per Load
\$50.00	TBD	75 Degree Temperature Control Per Cubic Yard
\$40.00	TBD	85 Degree Temperature Control Per Cubic Yard
\$30.00	TBD	95 Degree Temperature Control Per Cubic Yard

Escalator: Add per yard: \$3.00 Effective: 12/9/14 Expires: June 7, 2016

Escalator: Add per yard: \$3.00 Effective: 6/8/15 Expires: December 5, 2015

Acceptance: This Sales Quote expires 30 days from the date listed above unless it is accepted in writing by the Customer or an order is placed. If an order is placed this Sales Quote will be deemed accepted by the Customer.

***Due to potential raw material shortages, prices for and availability of raw materials may be reevaluated and adjusted at any time during this quoted period. TXI will not be liable for your costs incurred due to increases in pricing or due to project delays resulting from reduced availability of raw materials.

Additional Charges:

- All orders must be a minimum of 3 cubic yards due to consistent quality of the concrete.
- Six (6) minutes per yard are allowed for unloading concrete, beyond this time, stand by charges of \$60.00 per hour will apply.
- Orders not cancelled by 5:00 pm the day prior to the scheduled delivery will be assessed a \$1000.00 cancellation fee.
- Opening / Delivery charges for other than delivery hours are \$600.00 per hour (4 hour minimum)
- Prices do not include any Federal, State, or Local taxes.
- Minimum delivery charge of \$150.00 for less than 6 cubic yards.
- Prices do not include temperature controlled concrete.
- When coring is requested by customer, customer will be charged \$1200.00 per set of cores if cores meet specification strengths.
- Above pricing is only valid with a TXI Operations LP credit account.

Hours of Operation: Monday thru Friday 6:00 am thru 5:00 pm excluding holidays.

Request for deliveries out side of normal Business Hours may incur additional fees.

Terms: All prices stated are guaranteed through: December 5, 2015 with TXI Operations LP Account.

• Please see attached Terms & Conditions

• Payment is due by the end of the month following month of delivery. (Net EOM Prox. with TXI Account)

Sales Professional: Lorraine Hammett

Phone Number: 512.921.0904

Fax Number: 254.947.0198

Customer Signature: _____

Title: _____

Date Accepted: _____

Commissioners Court - Regular Session

33.

Meeting Date: 08/12/2014

Award Repointing of Couthouse

Submitted For: Bob Space

Submitted By: Connie Singleton, Purchasing

Department: Purchasing

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Consider and take appropriate action on awarding bids received for Repointing of Williamson County Courthouse, Bid# 14IFB00218 to the lowest and best bidder – Sunbelt Building Services, LLC and approving the Construction Agreement for execution.

Background

Sunbelt was the lowest responsible bidder at a cost of \$647,465.00. The estimated time of final completion for this project is one-hundred-and-fifty (150) days. Work will begin in January 2015.

Fiscal Impact

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

Attachments

Sunbelt Contract

bid tabulation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Bob Space	08/07/2014 10:03 AM
County Judge Exec Asst.	Wendy Coco	08/07/2014 11:38 AM
Form Started By: Connie Singleton		Started On: 08/06/2014 02:53 PM
Final Approval Date: 08/07/2014		



Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Sunbelt Building Services, LLC ("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 #14IFB00218, Repointing of County Courthouse 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 **Six Hundred and forty-seven thousand, Four Hundred and Sixty-Five dollars (\$647,465)** 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 #14IFB00218, including any exhibits, which is incorporated herein as if copied in full.

Exhibit A – Technical Specs

Exhibit B – Technical Plans

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: (one hundred and twenty (120) calendar days after County's Notice to Proceed).

A "Working Day" shall mean Monday through Friday (excluding County approved holidays), if weather permits the performance of the work (as determined by the Engineer) for a continuous period of at least 8 hours (excluding lunch) between 7:00 A.M. and 6:00 P.M. Time begins with crews on site with equipment and ready for operation. calendar days after County's Notice to Proceed

4.3 Final Completion. The Work shall be fully and finally completed within one hundred fifty (150) calendar days from the date the Work is commenced; 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 Five Hundred Dollars per day (\$500.00/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:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement. If the certificate of final completion notes any Work remaining incomplete or defects not remedied, the Owner may deduct the reasonable cost of remedying such deficiencies from the final payment. If such deductions are made, Owner shall identify each deduction made and the reason for each deduction, and furnish Contractor with an explanation of the deduction and the amount deducted on or by the 21st day after Owner's receipt of an approved or deemed approved application for final payment.

Final Payment shall become due and payable by Owner, subject to all allowable offsets and deductions, on the 31st day next following Owner's approval of the application for payment. If Contractor disputes any amount deducted by the Owner, Contractor shall give notice of the dispute on or before the 30th day next following receipt of final payment; failure to do so will bar any subsequent claim for payment of amounts deducted.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and

closed until the expiration of all warranty periods.

5.1 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 (21st) 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.

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, Contract 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 OCCURRENCE	PER PERSON	PER
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$2,000,000	

- 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. Builder's Risk Insurance
(all risks)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

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, it 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 erformacneunder 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 (21st) 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 #14IFB00218, 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

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Sonbelt Building Services, LLC.

By:  _____

Printed Name: Calvin Carter

Title: Manager

Date: 7/30/14

Party Representatives

Owner's Designated Representative ("ODR"):

Phone _____

Fax _____

Contractor's Designated Representative:

Gary Wiesen
P.O. Box 2121
Wylie, Texas 75098

Phone 972-681-6222

Fax 972-681-1545

WILLIAMSON COUNTY

BID TABULATION REPOINTING OF COURTHOUSE

JUNE 17, 2014 3:30pm

BID NUMBER: 14IFB00218

NAME OF BIDDER	TOTAL BID PRICE
1. Sunbelt Building Services	\$ 647,465.00
2. S+G Contracting	\$ 654,999.00
3. Phoenix I	\$ 986,000.00
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	
21.	
22.	

Commissioners Court - Regular Session

34.

Meeting Date: 08/12/2014

Inmate Phone System

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss, consider and take appropriate action on awarding proposals received for Coin-Less Inmate Telephone System, RFP# 14RFP00222 to the best proposal meeting specifications, ICSolutions.

Background

After extensive evaluation of the proposals and interviews, it is the recommendation of the Sheriff's Office to award this contract to the proposer receiving the highest score, ICSolution.

Fiscal Impact

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

Attachments

Recommendation letter

score sheet

contract

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 08/07/2014

Reviewed By

Bob Space

Wendy Coco

Date

08/07/2014 10:46 AM

08/07/2014 11:38 AM

Started On: 08/06/2014 04:20 PM



MEMORANDUM

Williamson County Sheriff's Office *Administration*

TO: Bob Space
Williamson County Purchasing Director

FROM: Kurt Showalter
Financial Manager

DATE: July 30, 2014

SUBJECT: Proposal # 14RFP00222

On behalf of the evaluation committee, I would like to thank you for your assistance with the evaluation and preparation of the above referenced proposal.

After detailed review and careful consideration, the proposal submitted by Inmate Calling Solutions is the best apparent solution to the project for which the RFP was issued. As a result our recommendation to the Commissioner's Court is to award this project to Inmate Calling Solutions, LLC d/b/a IC Solutions 2014.

Each vendor's submission was appreciated and received complete consideration.

RFP#14RFP00222 Coin-less Inmate Telephone System Score Sheet

Criteria	Maximum points	Global Tel Link	IC Solutions	Lattice Incorporated	Legacy Inmate Communications	Securus Technologies	Synergy Telecom Service Company
Experience and Qualifications	25	25	23.4	17.4	19	24.6	17.2
Best overall commission package	35	28	35	12	28	32	12
Equipment and service response time	20	19	19.8	14	16.4	19.4	16.4
Compliance with Proposal Specifications	20	20	20	17.2	20	19.8	19.6
Total Points	100	92	98.2	60.6	83.4	95.8	65.2

Committee members:

Cal Richardt

William St. Louis

[Signature]

[Signature]

Yusuf Ahmed

[Signature]

Purchasing Representatives:

Robert Span

[Signature]

Date:

07-02-14

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

INMATE TELEPHONE SERVICES CONTRACT
(Inmate Calling Solutions, LLC, d/b/a ICSolutions)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Inmate Calling Solutions, LLC, d/b/a ICSolutions, (hereinafter "ICS"). The County agrees to engage ICS as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that ICS shall not in any sense be considered a partner or joint venturer with The County, nor shall ICS hold itself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. ICS shall be considered an independent contractor for the purpose of this contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by ICS or failure to act relating to the services being provided. ICS agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services ICS performs on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: ICS may not assign this contract, without express written consent of the Williamson County Commissioners Court.

IV.

Compliance With All Laws: ICS agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph IX above.

VI.

Services: ICS shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. ICS expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following:

As described in the attached 1) Request for Proposal No. 14RFP00222 (and addenda); and 2) ICS's Response and Best & Final Offer, dated July 11, 2014, which are incorporated herein as if copied in full.

VII.

Term of Contract & Termination For Material Economic Change: This Contract shall commence upon the date inmates within the County begin placing telephone calls from the Equipment, which has been estimated to be September 15, 2014 (the "Cutover Date"). The initial contract term shall remain in force and effect for three (3) years from the Cutover Date. The Williamson County Commissioners Court reserves the right to extend this Contract, by mutual contract of both parties, as it deems to be in the best interest of The County. If approved, this extension will be in twelve (12) month increments for up to an

additional twenty four (24) months, with the terms and conditions remaining the same. The total period of this Contract, including all extensions will not exceed a maximum combined period of sixty (60) months). Successful Respondent shall notify the Purchasing Director and the Sheriff's Financial Manager when the initial term or when each option term as the case may be, is within six (6) months from the expiration of the Initial Term , or such Option term as provided in this paragraph. Upon occurrence of this event, successful Respondent shall send written notification to the addresses herein provided. Notwithstanding the foregoing, either party may terminate this Contract, based on a material economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. Upon termination of this Contract, The County shall immediately cease any use of any Equipment provided hereunder.

VIII.

Termination For Convenience: This contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving six (6) months written notice thereof.

IX.

Equipment: This Contract applies to the provision of Equipment by ICS within space provided by The County at each of the locations listed on **Exhibit A**, attached hereto (each a "Location"). The term "Equipment" is defined herein as telephone sets and computer systems and software, all as more fully described on **Exhibit B**, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of The County, shall remain in all respects the property of ICS. Notwithstanding the foregoing, any Equipment listed as Additional Technology on **Exhibit B** shall become the property of The County at the end of the initial term of this Contract. ICS shall provide software support & warranty for this Equipment throughout the initial term and each renewal term of this Contract. ICS reserves the right to remove or relocate Equipment (Excluding Additional Technology), which is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to The County. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.

X.

Alteration and Attachments: The County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by The County without the express written permission of ICS.

XI.

Training: ICS shall provide one (1) full day of on-site training plus up to two (2) hours of internet-based training at no cost to The County. Additional training may be provided upon The County's request based on availability and quotation from ICS.

XII.

Call Rates: ICS shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on **Exhibit C**, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer.

XIII.

Commissions to The County: ICS will install, operate and maintain Equipment at no charge to The County. ICS will pay The County the commission amounts set forth on **Exhibit D**, attached hereto (collectively the "Commissions"), in consideration of The County granting ICS exclusive rights for the installation and operation of Equipment servicing the Locations. No Commissions shall be paid to The County on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls.

ICS will pay Commissions to The County on a monthly basis on or before the first business day occurring 30 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by The County or wired to an account designated in writing by The County for such purpose.

The County agrees that all Commissions are subject to change based on any changes that may be required by the applicable Public Service Commission or any policy, regulation or tariff of a regulatory body having jurisdiction over the public communications contemplated herein.

Any commissions due under this contract that are not received by the county within 30 days of the close of the previous month, the County is entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/366 day year) calculated from the date payment is due.

XIV.

Duties of The County: The County shall:

- a. Advise ICS of any Location or related premise that has been closed.
- b. Throughout the term of this Contract, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telephone services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
- e. Provide suitable space and accessibility for inmates' use of telephone services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit reasonable access by ICS to The County's Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
- h. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.

XV.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XVI.

Good Faith Clause: ICS agrees to act in good faith in the performance of this contract.

XVII.

Confidentiality: Each party expressly agrees that it will not use any incidental confidential information that may be obtained while working within the scope of this Contract for any other purpose or benefit, and agrees that it's personnel will not enter any unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times. (See also Section XXXI hereof).

XVIII.

Severability: In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this contract and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIX.

Right to Audit: ICS agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of ICS which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. ICS agrees that The County shall have access during normal working hours to all necessary ICS facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give ICS reasonable advance notice of intended audits.

XX.

Entire Contract & Incorporated Documents. This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- 1) Request for Proposal No. 14RFP00222 (and addenda);
- 2) ICS's Response and Best & Final Offer, dated July 11, 2014 ;
- 3) Exhibit "A" - Locations;

- 4) Exhibit "B" - Equipment;
- 5) Exhibit "C" - Call Rates ;
- 6) Exhibit "D" - Commissions;
- 7) Required Performance Bond for this project; and
- 8) Any required insurance certificates for this 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.

XXI.

Performance Bond: ICS shall purchase and maintain the following:

Performance Bond. ICS shall provide a Performance Bond in the amount of \$100,000.00 for this project. The surety for a Performance Bond shall meet the requirements of Texas law.

XXII.

Risk of Loss: ICS shall relieve The County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, The County shall be responsible for any loss or damage to Equipment located on the premise directly caused by the sole fault or sole negligence of The County, its employees or others under The County's supervision.

XXIII.

Default: In the event either party shall be in breach or default of any terms, conditions, or covenants of this Contract and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Contract without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.

XXIV.

Notice. Any notice required to be given under the terms of this Contract shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:

WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 101
GEORGETOWN, TEXAS 78626

GENERAL COUNSEL:

GENERAL COUNSEL
OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626

SHERIFF'S OFFICE:

WILLIAMSON COUNTY SHERIFF
508 S. ROCK STREET
GEORGETOWN, TEXAS 78626

ICS:

INMATE CALLING SOLUTIONS, LLC
D/B/A ICSOLUTIONS
2200 DANBURY STREET
SAN ANTONIO, TEXAS 78217
ATTN: LEGAL DEPT.

XXV.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

XXVI.

Force Majeure: Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.

XXVII.

Special ADA: ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to The County.

XXVIII.

Limitation of Liability: IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF

GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS CONTRACT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

XXIX.

Warranty: Subject to The County's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to The County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Location. The County shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As The County's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by The County with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICSOLUTIONS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY THE COUNTY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON THE GENERATION OF CALL REVENUE.

XXX.

No Hire/No Solicit: During the term of this Contract, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Contract, without the express written consent of the other party.

XXXI.

Confidentiality of Technological Information: During the term of this Contract, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Contract (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Contract. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Contract for a period of three (3) years.

This Contract shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

Nothing in this Contract shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction.

XXXII.

License to Use Software: With respect to the Equipment provided under this Contract, ICS hereby grants to The County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer[®] software in performance of this Contract including, where applicable to the purposes hereunder, such Use on computers owned by The County. Such license is specific to The County and Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Contract. Upon the termination hereof, this license and all rights of The County to Use the Enforcer[®] software will expire and terminate. The County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the Enforcer[®] software or otherwise determine or attempt to determine source code from executable code of any elements of the Enforcer[®] software.

XXXIII.

Third Party Software: Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.

XXXIV.

Taxes: Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.

XXXV.

Insurance: At all times during the Term of this Contract, ICS shall maintain in effect the following types and amounts of insurance:

- a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
- b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
- c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.

ICS shall provide certificates evidencing the above coverage amounts upon request from The County.

XXXVI.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals this the ____ day of _____, 2014.

WILLIAMSON COUNTY:

Inmate Calling Solutions, LLC (ICS):

Authorized Signature



Authorized Signature

Exhibit A - Locations

Principal Business Address

Williamson County Sheriff's Office
508 S. Rock Street
Georgetown, TX 78626

Service Location

Williamson County Sheriff's Office
508 S. Rock Street
Georgetown, TX 78626

Commission will be Paid To:

Williamson County Sheriff's Office
508 S. Rock Street
Georgetown, TX 78626

Exhibit B - Equipment

Centralized ENFORCER® call processing

111 x Inmate Telephones

2 x Portable inmate telephones

57 x Visitation Phone, wired to The ENFORCER® for monitoring & recording

Interface to the County's Tyler JMS for PIN automation

Keefe Commissary & Banking System Integration:

DirectLink Cardless Debit Calling

Over-the-Phone Commissary Ordering / Balance Checking

The ENFORCER® Investigative Suite

Word Detective® phoneme-based keyword search powered by Nexidia

Pre-Call Biometric Voice Verification ("Voice Print")

Data Detective Data Mining / Link Analysis

The ENFORCER® IVR Suite (efficiency tools)

The AttendantSM informational IVR for inmates and public callers

The CommunicatorSM 100% paperless inmate communications portal

Online storage of inmate call recordings and data for the life of the contract

Exhibit C – Call Rates

The following rates will apply to calls originating from County:

Collect Calls		
Tariff Type	Surcharge	Per Minute
Local	\$0.00	\$0.25
IntraLATA	\$0.00	\$0.25
Intrastate	\$0.00	\$0.25
Interstate	\$0.00	\$0.25

PrePaid Calls		
Tariff Type	Surcharge	Per Minute
Local	\$0.00	\$0.21
IntraLATA	\$0.00	\$0.21
Intrastate	\$0.00	\$0.21
Interstate	\$0.00	\$0.21

Debit & Debit Card Calls		
Tariff Type	Surcharge	Per Minute
Local	\$0.00	\$0.21
IntraLATA	\$0.00	\$0.21
Intrastate	\$0.00	\$0.21
Interstate	\$0.00	\$0.21
International	\$0.00	\$0.50

Note:

Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and the U.S. Virgin Islands.
All non-U.S. destinations are rated as international.

Call rates shown do not include local, county, state and federal taxes and regulatory fees.

Billing & Funding Fee

- Billing Fees = Waived
- Debit & Credit Card = \$7.95 per deposit
- Western Union & Mail In = Free

Exhibit D – Commissions

ICS shall pay to County a Commission of **84.1%** of the total gross revenue generated for all call types originating from County locations

ICS further commits to a **Minimum Annual Guarantee (MAG)** of **\$555,000** per full contract year. Commissions will be calculated and paid monthly as specified in the body of the contract based on the percentage shown above. At the end of the first full year of service, the commission total for the first twelve full months of service will be added and compared to the Minimum Annual Guarantee amount. If the Minimum Annual Guarantee is greater than the 12 month commission total, ICS will pay County the difference. If the twelve month total exceeds the Minimum Annual Guarantee; no additional amount is due to County. The same exercise will be repeated at the end of every full contract year.

The MAG calculation is based on the current average daily inmate population with access to telephones materially consistent with industry practice. In the event there is a material decrease in the average daily inmate population, then the parties will renegotiate the MAG in good faith to reach mutual agreement on an appropriate adjustment.

Commissioners Court - Regular Session

35.

Meeting Date: 08/12/2014

Animal Shelter

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Regular Agenda Items

Category:

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding contract for Architectural/Engineering Services at the Williamson County Regional Animal Shelter to Jackson and Ryan Architects, Inc., the firm determined to be most qualified after evaluation of responses received for RFQ #14RFQ00110.

Background

After in depth evaluation of all submittals by a selection committee appointed by the WCRAS Board, the board met and approved the top finalists for interviews. Interviews were conducted and the board is recommending contract award to the highest scoring firm Jackson and Ryan Architects, Inc.

Fiscal Impact

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

Attachments

RFQ score sheet
contract

Form Review

Inbox
County Judge Exec Asst.
Form Started By: Kerstin Hancock
Final Approval Date: 08/07/2014

Reviewed By
Wendy Coco

Date
08/07/2014 03:05 PM
Started On: 08/07/2014 08:07 AM

	Quorum	J&R	Shelter Planners	ProForma	BWM	BDA	Freeze Nichols	1113
	92	84.5	85.5	65	59	77.5	55.5	47
	97	98	96	96	78	72.5	85	70
	82	94.5	76	84	67.5	62	61	51
	271	277	257.5	245	204.5	212	201.5	168
Avg.	90.33	92.33	85.83	81.67	68.17	70.67	67.17	56.00

Reviewed by:

Cheryl Schneider

Gary Wilson

Bob Space

Cheryl Schneider
Gary Wilson
Bob Space

AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES

THIS AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES ("Agreement") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas, hereinafter "County", and **Jackson & Ryan Architects, Inc.**, a Texas corporation, hereinafter "A/E".

RECITALS

The County intends to reconstruct and expand the Williamson County Regional Animal Shelter, which is located at 1855 SE Inner Loop, Georgetown, Texas 78626, hereinafter called the "Project"; and

The County desires that the A/E perform certain professional architectural and engineering services in connection with the Project; and

The A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the County and the A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I SCOPE OF AGREEMENT

The A/E agrees to perform professional architectural and engineering services in connection with the Project as stated herein, and for having rendered such services, the County agrees to pay to the A/E compensation as stated in the sections to follow.

SECTION II CHARACTER AND BASIC SCOPE OF SERVICES

A. In consideration of the compensation herein provided, A/E shall perform professional architectural and engineering services for the Project, which are acceptable to the County, based on standard architectural and engineering practices and the scope of work described on the Exhibit(s) attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

B. A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

C. County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if the County so instructs A/E.

D. A/E shall perform the following scope of services, which collectively shall be referred to herein as the "Basic Scope of Services":

1. The Basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the Project, including any Public Hearings, satisfactory to the County and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
2. The following documents shall be used in the development of the Project:
 - a. National Environmental Policy Act (NEPA);
 - b. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions;
 - c. Americans with Disabilities Act (ADA) Regulations;
 - d. International Building Code, current edition as updated
 - e. National Electrical Code, latest edition;
 - f. Williamson County Design Criteria & Project Development Manual, latest edition; and
 - g. All other local, state and federal documents, codes and regulations to which the Project must comply.
3. As part of the Basic Scope of Services, A/E shall submit its work products to County for review at regular intervals and as requested by County.
4. The professional architectural and engineering services for the Project will be separated into two contractual phases, which are as follows:

PHASE I - Programming Review and Schematic Design

PHASE II - Design Development, Construction Documents, Bidding, and Construction Administration.

Contract Negotiations for Phase II services will only be undertaken if the Animal Center Facility Schematic Design and Budget for such services and construction of the Project is approved by the Williamson County Regional Animal Shelter Board and the Williamson County Commissioners Court. County reserves the right to solicit proposals for the Phase II services from other professional service firms as it believes it is in the best interest of the County. Following completion and acceptance of the Phase I services and in the event County chooses not to solicit proposals from other professional service firms but rather chooses to proceed with contracting with A/E for the Phase II services, County and

A/E will negotiate a fee for such Phase II services and set forth same along with the scope of services for Phase II services in a written amendment or supplement to this Agreement.

The detailed Basic Scope of Services for Phase I of the Project is set forth herein as **Exhibit "A"** to this Agreement, and is expressly incorporated and made a part hereof.

SECTION III ADDITIONAL SERVICES AND CHARGES

For the performance of the services not specifically described as Basic Scope of Services under Section II above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated written contract modification, Additional Services compensation based upon the method and rates set forth **Exhibit "B"**.

The A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of the County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of the County. The County shall have no obligation to pay for such Additional Services which have been rendered without the prior written authorization of the County as hereinabove required. Furthermore, in no event will the County be obligated to compensate the A/E for any Additional Services and charges in an amount in excess of **Five Thousand and No/100 Dollars (\$5,000.00)**.

SECTION IV TIME FOR PERFORMANCE AND LIQUIDATED DAMAGES

A. Time for Performance. A/E agrees to complete the services called for in **Exhibit "A"**, of this Agreement within **sixty (60) calendar days** from the the date of the first program meeting.

B. Liquidated Damages. A/E specifically acknowledges that County will sustain damages for each day beyond the required dates of completion of the Basic Scope of Services that the work has not been completed and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining County's actual damages, A/E agrees that **Five-Hundred and No/100 Dollars (\$500.00)** per day shall be retained by County from any amounts due A/E for every day that A/E does not meet the Production Schedule set forth in **Exhibit "C"**.

Periods of time (i) during which County suspends work, or (ii) during which a submitted and complete A/E Work Product, as defined below, is in technical review, as described below, or (iii) during which a delay directly related to matters caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond the reasonable control of A/E and County, shall not be taken into account in computing the amount of liquidated

damages. In the event that an A/E Work Product received by County is found to be incomplete, as defined below, the period of time from the original submittal of the A/E Work Product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages.

SECTION V

SUBMITTAL PROCESS AND REVISIONS TO A/E WORK PRODUCT

A. Submittal Process. A/E's A/E Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

1. Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to herein above and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit "C"**.
2. Upon receipt of the A/E Work Products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the Basic Scope of Services described herein) have been included in the A/E Work Products in compliance with the requirements of this Agreement. The completeness of any A/E Work Product submitted to County shall be determined by County within fourteen (14) days of such submittal and County shall notify A/E in writing within such time period if such A/E Work Product has been found to be incomplete.
3. If the submission is Complete, County's technical review process will then begin. If the submission is incomplete, County shall notify A/E, who shall perform such professional services as are required to complete the work and resubmit it to County within seven (7) days. This process shall be repeated until a submission is complete.
4. Within seven (7) days of determining that a particular A/E Work Product is Complete, County shall review the completed work for compliance with the Scope of Work and determine whether or not to accept such A/E Work Product. If necessary, the completed work shall be returned to A/E, who shall perform any required work and resubmit it to County. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the County's opinion substantial compliance with the requirements of this Agreement has been achieved.
5. After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the County. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

B. Revision to A/E Work Product. A/E shall make, without expense to County, such revisions to the A/E Work Product as may be required to correct negligent errors or omissions so

the A/E Work Product meets the needs of County, but after the approval of the A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to the A/E Work Products which are found to be in negligent error or omission as a result of the A/E's development of the A/E Work Product, at any time, without additional compensation. If it is necessary due to such error or omission by A/E to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's A/E Work Products as Complete, Accepted, or Approved under this Agreement, the decision of the County Judge shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

C. Days. All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

SECTION VI COMPENSATION AND EXPENSES

A. Compensation. For and in consideration of the Basic Scope of Services rendered by the A/E, and subject to the limit of appropriation under Section X, the County shall pay to the A/E a firm fixed fee of Thirty Thousand and No/100 Dollars (\$30,000.00), hereinafter called the "Basic Fee", plus the amount payable under Section III (Additional Services and Charges).

B. Expenses. Subject to the limit of appropriation under Section X, Engineer shall be reimbursed for actual non-labor expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit "E"**. 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 Engineer without mark-up. In no event will the County be obligated to compensate the A/E for reimbursable expenses in an amount that is in excess of Two Thousand Five Hundred Dollars (\$2,500.00).

SECTION VII TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

A. Time of Payment. During the performance of the Basic Scope of Services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the A/E shall submit a sworn statement to the County, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the

services provided for by this Agreement which were completed during such calendar month, the compensation which is due, plus the amounts payable under Section III (Additional Services and Charges) which have not been previously billed or paid. In the event the statement 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 A/E seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the A/E 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.

The County shall review the statements within ten (10) days of the receipt and approve them with such modifications, if any, as it deems appropriate. The County shall then pay each statement within thirty (30) days after the Williamson County Auditor's receipt of an approved statement; provided, however, that the approval or payment of any statement shall not be considered to be evidence of performance by the A/E to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

B. Interest and Late Payments. County'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 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/application for payment submitted by A/E, County shall notify A/E of the error not later than the twenty first (21st) day after the date County receives the invoice/application for payment. If the error is resolved in favor of A/E, A/E shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by A/E beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the County, A/E 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.

C. Right to Audit. A/E agrees to maintain, for a period of seven (7) years, 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, and provide such other details as may be requested by the County Auditor for verification purposes. A/E agrees that County or its duly authorized representatives shall, until the expiration of three 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 A/E which are directly pertinent to the services to be performed under this Agreement for the

purposes of making audits, examinations, excerpts, and transcriptions. A/E shall retain its records within the boundaries of Williamson County and further agrees that County shall have access during normal working hours to all necessary A/E 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 A/E reasonable advance notice of intended audits.

SECTION VIII SUSPENSION AND TERMINATION

A. Suspension. County may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within thirty (30) calendar days of receipt by A/E of written Notice of Reinstatement from County. In the event such suspension of the Project or the A/E's services hereunder extends for a period of ninety (90) consecutive calendar days or more, A/E may terminate this Agreement in writing.

B. Termination. County may terminate this Agreement at any time by notice in writing to the A/E. Upon receipt of such notice, the A/E shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. Within sixty (60) days after receipt of notice of termination, the A/E shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the A/E that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made. Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

SECTION IX NOTICE AND PROJECT TEAM

A. Notice. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the A/E:	Jackson & Ryan, Inc. 2370 Rice Blvd Ste. 210 Houston, Texas 77005
Attention:	Martha T. Seng, FAIA, Principal

To the County: Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Suite 101
Georgetown, Texas 78626

Either party may designate a different address by giving the other party ten days written notice.

B. Project Team.

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

Gary Wilson
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599
Email: gwilson@wilco.org

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E 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 A/E 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 modify, amend or terminate this Agreement. County's Designated Representative **shall not** have any authority to modify, amend and execute this Agreement on behalf of unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

Martha T. Seng, FAIA, Principal
Jackson & Ryan, Inc.
2370 Rice Blvd Ste. 210
Houston, Texas 77005

A/E shall not change the A/E's Designated Representative without the written consent of County. With respect to any action, decision or determination which is to be taken or made by A/E under this Agreement, the A/E'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 the A/E's Designated Representative on behalf of A/E 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 A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend and execute this Agreement on behalf of A/E.

A/E's project team shall be comprised of the same team that appeared on behalf of A/E during the Request for Qualifications interview process. Any change to the A/E's project team must be approved by County.

SECTION X LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, A/E has been advised by County, and A/E clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of **Thirty Seven Thousand Five Hundred Dollars (\$37,500.00)** specifically allocated to fully discharge any and all liabilities, including the Basic Fee of \$30,000.00, the budgeted amount of \$5,000.00 for Additional Services fees and the budgeted amount of \$2,500.00 for reimbursable expenses to the A/E, and any and all costs for any and all things or purposes inuring under or out of this Agreement, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Agreement which might in any light by any person be interpreted to the contrary.

SECTION XI SUCCESSORS AND ASSIGNS

The County and the A/E bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County, nor the A/E shall assign or transfer its interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION XII INSURANCE REQUIREMENTS

A/E shall maintain in full force and effect worker's compensation insurance, professional liability insurance, and general liability insurance during the entire term of this Agreement, in

the amount set forth in **Exhibit "D"** - Insurance Requirements, and shall instruct and authorize insurer to immediately notify County directly in the event that any said policy coverage is changed or terminated. Said liability insurance policy shall be purchased from a reliable company licensed or authorized to do business in Texas. Proof of required insurance shall be submitted on Certificate(s) of Insurance and Endorsement (s) issued to County, as required in **Exhibit "D"**.

A/E shall require that any and all other contractors and/or consultants engaged or employed by A/E carry and maintain the same insurance and coverages in relation to the services to be rendered by such contractors and/or consultants. A/E shall submit to County proof of such insurance. The maintenance in full current force and effect of such form and amount of insurance, in such amount as County shall have accepted, shall be a condition precedent to the A/E's exercise or enforcement of any rights under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the County at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies.

SECTION XIII PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of the County. Under no circumstances shall the A/E release any material or information developed in the performance of its services hereunder without the express written permission of the County.

SECTION XIV COMPLIANCE AND STANDARDS

The A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architectural and engineering professions to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and A/E's performance.

SECTION XV OWNERSHIP OF DOCUMENTS, COPYRIGHT

The County shall be the absolute and unqualified owner of all A/E Work Product prepared pursuant to this Agreement by the A/E and its subcontractors with the same force and effect as if the County prepared same. Copies of all completed or partially completed A/E Work Product prepared pursuant to this Agreement by the A/E shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The A/E may retain one (1) set of reproducible copies of such documents and such copies shall be for the A/E's sole use in preparation of studies or reports for Williamson County only. The A/E is expressly prohibited from selling, licensing or otherwise marketing or donating such documents,

or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

SECTION XVI INDEMNIFICATION

EXCEPT FOR EXPENSES OR LIABILITIES ARISING FROM THE NEGLIGENCE OR INTENTIONAL ACTS OF THE COUNTY, THE A/E 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 THE A/E IN CONDUCT OF THIS AGREEMENT, AS FOLLOWS:

FOR MATTERS OTHER THAN THOSE ARISING FROM THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, THE A/E 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 THE A/E 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 THE A/E. 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 PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO THE A/E'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR), 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 OF A CLAIM THAT INITIATES THIS INDEMNITY, THE, A/E SHALL PROMPTLY DEFEND ANY AFOREMENTIONED ACTION AT ITS OWN COST AND EXPENSE.

FOR MATTERS ARISING OUT OF THE RENDERING OR FAILURE TO RENDER PROFESSIONAL SERVICES, THE A/E 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, ERROR OR OMISSION OF THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E IN THE RENDERING OR FAILURE TO RENDER 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. THIS PROMISE TO INDEMNIFY SHALL INCLUDE, WITHOUT LIMITATION, BODILY INJURIES OR DEATH OCCURRING TO THE A/E'S EMPLOYEES AND ANY PERSON, DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E (INCLUDING WITHOUT LIMITATION ANY EMPLOYEE OF ANY SUBCONTRACTOR), 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, THE A/E SHALL PROMPTLY DEFEND ANY AFOREMENTIONED ACTION.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR AGREEMENT EXHIBITS SHALL NOT LIMIT THE A/E'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND/OR AGREEMENT EXHIBITS 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 THE A/E IS NOT LEGALLY LIABLE, THE A/E'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.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THE AGREEMENT BY THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN THE A/E IN ANY SUCH PROCEEDINGS. A/E SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E 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 INVOLVING THE ALLEGATIONS AGAINST THE A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY THE A/E.

SECTION XVII MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XVIII AUTHORITY OF COUNTY JUDGE

The County Judge or his/her designee and/or agent as designated by the County Judge (individually or collectively the "County Judge") shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the A/E. The County Judge's decision shall be final. It is mutually agreed by both parties that the County Judge shall act as referee in all questions arising under the terms of this Agreement between the parties hereto and that the decisions of the County Judge in such shall be final and binding alike on both parties hereto. But nothing contained in this section shall be construed to authorize the County Judge to alter, vary or amend any of the terms or provisions of this Agreement.

SECTION XIX MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

**SECTION XX
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.

**SECTION XXI
VENUE AND GOVERNING LAW**

This Agreement shall be performable in Williamson County, Texas. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

**SECTION XXII
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.

**SECTION XXIII
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.

**SECTION XXIV
CONSTRUCTION**

Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

**SECTION XXV
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.

**SECTION XXVI
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.

**SECTION XXVII
NO WAIVER**

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

**SECTION XXVIII
EXHIBITS**

In addition to the Exhibits referenced herein above, the parties agree that the Agreement Exhibits shall include the following, which are incorporated herein by reference:

Exhibit "E": Williamson County Vendor Reimbursement Policy

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Agreement, the following shall control:

- a. As between this Agreement and its Exhibits or any other documents which make up this Agreement, this Agreement shall govern.
- b. In the event of any conflict, discrepancy, or inconsistency among any of the other Agreement Exhibits, the A/E shall diligently review all such documents and notify the County immediately upon discovery of the same for resolution by the County.
- c. Any documents not included or expressly contemplated in this Agreement do not, and shall not, form a part of this Agreement. The Agreement Exhibits are intended to be complimentary, and a requirement in one document shall be deemed a requirement in all documents.

**SECTION XXIX
EXECUTION**

The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners' Court of Williamson County, Texas, so authorizing. The A/E's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that A/E has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives. This Agreement shall be effective as of the date of the last party's execution of this Agreement ("Effective Date").

WILLIAMSON COUNTY:

By: _____
Dan A. Gattis
Williamson County Judge

Date Signed: _____, 20____

A/E:

Jackson & Ryan Architects, Inc.

By: 

Printed Name: MARTHA SENG

Title: PRINCIPAL

Date Signed: AUGUST 7, 20 14

EXHIBIT "A"

BASIC SCOPE OF SERVICES

THE FOLLOWING BASIC SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS BASIC SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE BASIC SCOPE OF SERVICES AND WILL BE CONTROLLING.

THE A/E SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ARCHITECT OR ENGINEER PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN THE AGREEMENT.

In consideration of the compensation provided in the Agreement, A/E shall perform the following Basic Scope of Services, based on standard architectural and engineering practices:

PHASE I- Programming Review and Schematic Design

A. PROGRAMMING:

1. A/E will assess current and projected needs of the Williamson County Regional Animal Shelter. This assessment will include space needs, functional relationship and priorities for the Project, with interior spaces and exterior spaces such as outdoor kennels and dog runs as a component part. Space needs are defined as the room requirements, size and function.
2. A/E will lead the meetings and organize information between the team members assigned to the Project.
3. A/E will review and conduct visits to the Project site and to include that as part of the dialogue and final analysis.
4. A/E will provide professional services that will take the information as determined and provide the Williamson County Regional Animal Shelter Board and the Williamson County Commissioners Court with a cost estimate to develop an expanded modern animal care facility that will meet current and projected county needs.

B. SCHEMATIC DESIGN:

1. A/E will lead meeting(s) with the staff to confirm the Program requirements previously established by the county study. The firm will then ascertain and/or verify the accuracy of the current needs for the facility and exterior spaces. The meetings are expected to involve intense study/review processes with all individuals/groups assigned to the Project.

2. A/E will develop Schematic Design Documents and possibly multiple conceptual options and alternatives based on the programming study, user group meetings and budget. A/E shall prepare drawings and other documents which depict several alternative concepts which satisfy program, schedule and budget requirements, and will make a recommendation to the County as to the most appropriate alternative and/or a ranking of alternatives.
3. A/E will evaluate conceptual options and alternatives relative to original anticipated requirements and funding.
4. A/E will provide site analysis, program and design including access to neighboring roads and trails. A/E will assist in geotechnical services and survey work.
5. A/E will determine if a phased implementation plan will be necessary and define the best first costs in a phasing plan.
6. A/E will provide preliminary costs estimates that will be established and provided to the Williamson County Regional Animal Shelter Board and the Williamson County Commissioners Court.
7. The Schematic Design phase will also include renderings of the final selected concept plan(s). The renderings will be used by the County and auxiliary organizations for presentations on the proposed facility.
8. A/E may be requested to provide presentations to County Staff, County Commissioners Court, auxiliary groups, and the public to provide an appropriate summary of the Project.

Exhibit "B"

Hourly Rates

JACKSON & RYAN
ARCHITECTS

SCHEDULE OF HOURLY RATE CATEGORY January 2014

1. Principal	\$255.00
2. Project Architect	\$195.00
3. Associates	\$140.00
4. Architectural Staff	\$ 95.00
5. Financial Manager	\$ 95.00
6. Marketing	\$ 65.00
7. Clerical	\$ 55.00

Note 1: Hourly rates include office overhead, employee salary and benefits, and company profits.

Note 2: Hourly rates are applicable from the date of the last party's execution of this Agreement until eighteen months thereafter.

Exhibit "C"

Production Schedule

JACKSON & RYAN
ARCHITECTS

August 4, 2014

Williamson County Animal Shelter
Production Schedule

Phase I - Programming and Schematic Design

Week One

Information gathering

Week Two

Program Development

Week Three

Program Development

Week Four

Program Presentation

Week Five

Site Masterplan

Week Six

Floor Plan Development

Week Seven

Exterior Elevations
Cost Estimation

Week Eight

Schematic Design Presentation

Exhibit "D"

Insurance Requirements

During the term of this Agreement, A/E agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate. A/E shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.00 per claim.

A/E shall be responsible for payment of premiums for all of the insurance coverages required under this section. A/E further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$25,000 in the A/E's insurance must be declared and approved in writing by County in advance.

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

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

It is the intention of the County and agreed to and hereby acknowledged by the A/E, that no provision of this 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 under this Agreement and/or Exhibits which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

Exhibit "E"

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

36.

Meeting Date: 08/12/2014

Economic Development

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Executive Session

Category:

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

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/06/2014

Reviewed By

Wendy Coco

Date

08/06/2014 11:15 AM

Started On: 08/06/2014 10:05 AM

Meeting Date: 08/12/2014

Executive Sessionn

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Executive Session

Category:

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

1. Proposed or potential purchase or lease of property by the County:

- a) Discuss proposed acquisition of property for right-of-way for SH 195 0.805 South of Bell County Line to IH 35.
- b) Discuss proposed acquisition of property for proposed SH 29 project.
- c) Discuss proposed acquisition of property for right-of-way for future parkland.
- d) Discuss possible acquisition of property with endangered species for mitigation purposes.
- e) Discuss the acquisition of real property: Arterial H
- f) Discuss the acquisition of real property: Tradesman Crossing
- g) Discuss the acquisition of real property: Neenah Blvd.

2. Property or Real Estate owned by Williamson County

- a) Discuss County owned real estate adjacent to and near RM 2338 at Booty's Crossing.
- b) Discuss proposed sale of 98 acre tract abutting Blue Springs Blvd.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/06/2014

Reviewed By

Wendy Coco

Date

08/06/2014 11:15 AM

Started On: 08/06/2014 10:05 AM