NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JULY 14TH, 2015
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 – 19)

5. Discuss, consider and take appropriate action on approving a line item transfer for County Court at Law #2.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$10,500
To	0100-0427-004010	CCL#2/Visiting Judge	$10,500

6. Discuss,consider, and take any appropriate action regarding approving line item transfers for Facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0509-003105	Paper Supplies	3957.60
To	0100-0509-003005	Office Furniture	3957.60
From	0100-0509-005700	Vehicles >$5000	718.06
To	0100-0509-003002	Vehicle Equip	718.06

7. Discuss, consider and take appropriate action of line item transfer request for Veteran Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0405-004999	Miscellaneous	82.88
TO	0100-0405-003100	Office Supplies	82.88
FROM	0100-0405-004231	Travel	232.48
TO	0100-0405-003100	Office Supplies	232.48

8. Discuss, consider and take appropriate action on a line item transfer request for the Tax Assessor Collector.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$40,000
To	0100-0499-004212	Tax AC/Postage	$40,000

9. Discuss, consider and take appropriate action on a line item transfer for Human Resources.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$12,897
To	0100-0402-004705	HR/PreEmp Screening	$2,400
To	0100-0402-004718	HR/PreEmp Physical	$10,497

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-05711	Transfer from Heavy Equipment	$8,200.00
To	0200-0210-04231	Travel	$8,200.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100 0570 005730	Radio Equipment >$5,000	$11,281.94
To	0100 0570 004850	RCS Radio Fees	$4,331.94
To	0100 0570 003200	Medical Supplies	$6,950.00

12. Discuss consider and take appropriate action on approving line item transfer for JP 4

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0454.003005	OFFICE FURNITURE	$71.75
From	0100.0454.004100	Professional Services	$300.00
From	0100.0454.004350	Printed Materials	$300.00
From	0100.0454.004410	Bond Premiums	$200.00
To	0100.0454.004232	Training Conf.	$871.75

13. Discuss and consider approving a line item transfer for Animal Services (Regional Animal Shelter)

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545-0545-004968	Care of Animals	5000.00
To	0545.0545.003200	Medical Supplies	5000.00
From	0545.0545.003670	Donations	10000.00
To	0545.0545.004975	Animal Medical Care	10000.00

14. Acknowledge and enter into the official minutes of the Commissioners Court the line item transfers from the merit pool monies to various departments approved by the Budget Office from April 1, 2015 - June 30, 2015.

15. Report on Courthouse Repointing Project; Change Order 9 in the amount of $5260.50 for Additional Repointing beyond the original scope.

16. Discuss, consider and take appropriate action on approving the increase of the change fund by $650.00 for all four of the Tax Assessor/Collector's offices.

17. Discuss, consider, and take appropriate action on authorizing the disposal of (5) Black Lateral File Cabinets through inter-department transfer, pursuant to Tex. Local Gov't Code §263.152.

18. Discuss, consider, and take appropriate action on authorizing the disposal of various county assets through auction, including (1) Front Bumper/Grill for a Crown Vic, (7) Optiplex Desktops, (3) Printers, (6) Laptops, (8) Keyboards, (1) Mouse, (1) Mac-Book, (4) Pieces of Cubicle Siding, (1) Chair Mat/Carpet Protector, (complete list attached); pursuant to Tex. Local Gov't Code §263.152.

19. Discuss, consider and take appropriate action on approval of the final plat for the Mark and Theresa Hoes Subdivision - Pct 4.

REGULAR AGENDA

20. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.

21. Discuss, consider and take appropriate action on a Professional Service Agreement for the Arterial H west project between Williamson County and Randall Jones & Associates Engineering, Inc. relating to the 2013 Road Bond Program.

22. Discuss, consider and take appropriate action regarding Change Order No. 11 in the amount of $65,545.20 for IH 35 NBFR, a Pass Through Financing Project in Commissioner Pct. 3.

23. Discuss, consider and take appropriate action regarding Change Order No. 12 in the amount of $15,159.85 for IH 35 NBFR, a Pass Through Financing Project in Commissioner Pct. 3.

24. Discuss, consider and take appropriate action on the 2013 Road Bond allocation of $100 million bonds issued in May 2015.

25. Discuss and take appropriate action on a Farm/Crop Lease with Rick Kruger and Timothy Kruger for ROW needed on CR 119. (PARCEL 8)

26. Discuss and take appropriate action on a Farm/Crop Lease with Rick Kruger and Timothy Kruger for ROW needed on CR 119. (PARCEL 11)

27. Discuss and take appropriate action on a Farm/Crop Lease with Timothy Kruger for ROW needed on CR 119. (PARCEL 10)

28. Discuss and take appropriate action on a Real Estate Contract with Ventana Hills, LTD. for ROW needed on CR 119. (PARCEL 7)

29. Discuss and take appropriate action on a Real Estate Contract with Rick D. Kruger, Timothy R. Kruger and Brenda Sladek for ROW needed on CR 119. (PARCEL 8)

30. Discuss and take appropriate action on a Real Estate Contract with Rob and Shannon Tucker for ROW needed on CR 258. (PARCEL 21)

31. Discuss and take appropriate action on a Real Estate Contract with Sandra Anderson for ROW needed on CR 258. (PARCEL 1)

32. Discuss and take appropriate action on a TXDOT Resolution for FM 112 Agreement to Contribute ROW Funds.

33. Discuss and take appropriate action on an Agreement to Contribute ROW Funds for FM 112 with Texas Department of Transportation.

34. Discuss, consider and take appropriate action regarding approval of a First Amendment to License & Use Agreement with the Williamson County Sun for a newspaper rack at the Justice Center.

35. Discuss and consider approving the Tax Collection Agreement between the City of Leander and the County of Williamson, Texas.

36. Discuss, consider and take appropriate action on the FY 16 contract with Family Eldercare.

37. Discuss, consider and take appropriate action for the approval of a no cost change order related to the ongoing Williamson County microwave refresh project.

38. Discuss, consider and take appropriate action on terminating a Monitoring Service Agreement between Williamson County and SimplexGrinnell, L.P. relating to fire and burglary monitoring services for the Williamson County Emergency Services Operation Center .

39. Discuss, consider and take appropriate action on approving System Monitoring Proposals between Williamson County and Convergint Technologies, LLC in relation to monitoring fire and security systems at sixteen different county facilities (DIR Contract #DIR-SDD-2216) and authorize the County Judge to execute the proposals and agreements necessary to obtain to such services.

40. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive proposals for Landscape Services for Williamson County Parks, #1506-006.

41. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for Limestone Rock Asphalt, Bid #1506-008.

42. Discuss, consider, and take appropriate action on awarding contract for Professional Architectural/Engineering Services for Improvements to Portions of Brushy Creek Regional Trail and Champion Park Phase II Development to Studio 16:19; the firm determined to be most qualified after evaluation of responses received for RFQ #15RFQ105 and authorize the execution of the Professional Service Agreement.

43. Discuss, consider and take appropriate action on execution of Service Contract with Repa Plumbing and Air Conditioning Inc for plumbing repairs.

44. Discuss, consider and take appropriate action on awarding Concrete Ready Mix to the lowest and best quotes received, Alpha Ready Mix, pursuant to Tex. Loc. Gov't Code § 262.0225(d) and § 262.0245.

45. Discuss, consider and take appropriate action on approving the form of the Construction Manager at Risk for North Campus Facilities and authorize the Williamson County Purchasing Agent to issue such Request for Proposals to five or fewer of the most qualified Respondents as a part of Step 2 of RFQ#15RFQ108.

46. Discuss, consider and take appropriate action on approving the form of the Construction Manager at Risk for Georgetown Annex and authorize the Williamson County Purchasing Agent to issue such Request for Proposals to five or fewer of the most qualified Respondents as a part of Step 2 of RFQ#15RFQ109.

47. Discuss, consider and take appropriate action on approving the form of the Construction Manager at Risk for Sheriff's Office Training Center and authorize the Williamson County Purchasing Agent to issue such Request for Proposals to five or fewer of the most qualified Respondents as a part of Step 2 of RFQ#15RFQ110.

48. Discuss, consider and take appropriate action regarding extending Williamson County Bid #13RFP00112 Merchant Credit Card Services with Certified Payments for the contract period beginning October 1, 2015 through September 30,2016 for the same pricing, terms and conditions as the existing contract.

49. Discuss, consider, and take appropriate action on awarding RFP#15RFP121, Continuity of Operations Plan (COOP) and Emergency Operations Plan (EOP) Consulting Service and Planning Software for Williamson County to the best proposal received, Bold Planning.

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$230.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$230.00

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)."

52. 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.
b) Discuss Pearson Road District.
c) Discuss North Woods Road District.
d) Discuss Kaufman Loop.

53. 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: Inner Loop
f) Discuss the acquisition of real property: Neenah Blvd.
g) Discuss the acquisition of real property: CR 119
h) Discuss the Farm/Crop Leases for CR 119.
i) Discuss the acquisition of real property for County facilities
j) Discuss the acquisition of real property: CR 258
k) Discuss the acquisition of real property: Kruger property exchange (3901 CR 130 Hutto, TX)
l) Discuss the acquisition of real property: Southwest Seward Junction Loop
m) Discuss the acquisition of Easement interests on CR 240.
n) Discuss the acquisition of real property for CR 110 (all sections).

2. Property or Real Estate owned by Williamson County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss proposed sale of real estate on Inner Loop
c) Discuss proposed trade of real estate adjacent to Chandler Rd. and CR 130
d) Discuss proposed exchange of property with Mr. Kruger

3. Discuss the Agreement to Contribute ROW Funds (Fixed Price) with the Texas Department of Transportation regarding certain highway improvements on FM 112.

54. 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
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) 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
k) 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
l) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
m) Cause No. D-1-GN-14-003420; John Wesley Staten v. State Of Texas, et al.; In The District Court Of Travis County, Texas;
n) County Road 241 utility and Right-of-Way Issues and matters;
o) Cause No. D-1-GN-15-000875, Houston v. Bank of America et al, In The District Court of Travis County, Texas, 345th Judicial District
p) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
q) Cause No. 12-1226-C368; Williamson County, Texas v. James Broaddus d/b/a Broaddus & Associates, and Broaddus & Associates, Inc.; In the 368th Judicial District Court of Williamson County, Texas
r) Notice of Claim - In Re Jessica Palmer

55. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

56. Deliberate the appointment of Williamson County officers, including but not limited to vacancy in the office of judge of a statutory county court pursuant to Tex. Gov't § 25.0009 and consult, receive, and seek advice from attorney regarding constitutional and statutory requirements pertaining to same (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters & VTCA Govt. Code sec. 551.071 consultation with attorney.)

57. Discuss and take appropriate action regardging economic development.

58. Discuss and take appropriate action regarding real estate.

59. 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
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.
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j) 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
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l) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
m) Cause No. D-1-GN-14-003420; John Wesley Staten v. State Of Texas, et al.; In The District Court Of Travis County, Texas;
n) County Road 241 utility and Right-of-Way Issues and matters;
o) Cause No. D-1-GN-15-000875, Houston v. Bank of America et al, In The District Court of Travis County, Texas, 345th Judicial District
p) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
q) Cause No. 12-1226-C368; Williamson County, Texas v. James Broaddus d/b/a Broaddus & Associates, and Broaddus & Associates, Inc.; In the 368th Judicial District Court of Williamson County, Texas
r) Notice of Claim - In Re Jessica Palmer

60. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.

61. Only if necessary, discuss and take appropriate action related to the appointment of Williamson County officers, including but not limited to vacancy in the office of judge of a statutory county court pursuant to Tex. Gov't § 25.0009.

62. 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 _____, 2015 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **5.**

Meeting Date: 07/14/2015

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a line item transfer for County Court at Law #2.

Background

This is a monthly transfer we are making to cover the expenses of a judge in CCL#2 until the position can be filled permanently. The expenditures for June 2015 were $10,500 and we are requesting another $10,500 be moved for the month of July. Projected YTD as of 7/31/15 will be $21,000. Backup is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$10,500
To	0100-0427-004010	CCL#2/Visiting Judge	$10,500

Attachments

Visiting Judge Backup

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/29/2015 03:51 PM
Form Started By: Ashlie Koenig		Started On: 06/27/2015 02:16 PM
Final Approval Date: 06/29/2015		

DAVID L. HODGES
RETIRED JUDGE
3610 HILLBROOK DRIVE
AUSTIN,, TEXAS 78731
254-744-1115

Date: 6/10/15

To: Williamson County Auditor

The expenses hereinafter set forth were incurred by assignment as Judge of County Court at Law #2 of Williamson County, Texas, for the dates inclusive as follows:
6/1 - 6/5/15

Salary of an assigned Judge sitting in County Courts at Law to be paid by County

Daily rate for Fiscal Year 2015-2016.....	$ 620.55	
Dates served.. 6/1, 6/2, 6/3	$ 1,861.65	
Half day rate for Fiscal Year 2015-2016.....	$ 310.26	
Dates served.. 6/5	$ 310.26	
Total salary based on days and half days served.....	$	2,171.91
Mileage from 3610 Hillbrook Austin to Courthouse and return (4 round trips)		
50.52 miles at 57.5 cents per mile	$	116.20
Meals (Receipt Required).....	$	
Lodging.....	$	
Miscellaneous.....	$	
TOTAL DUE	$	2288.11

I hereby certify that the foregoing account is true and correct and that same remains unpaid.

Judge David L. Hodges

APPROVED FOR PAYMENT: **(Both signatures are required)**

Billy Ray Stubblefield, Presiding
Third Administrative Judicial Region

Assignment #5639

APPROVED FOR PAYMENT

Authorized Signature

6/16/15
Date

0100-0427-004010
Budget Line Item

$ 2,288.11
Amount

JUAN VELASQUEZ, III
RETIRED JUDGE
621 BOONE VALLEY DRIVE
ROUND ROCK, TEXAS 78664

Date: June 12, 2015

To: Williamson County Auditor

The expenses hereinafter set forth were incurred by assignment as Judge of County Court at Law #2 of Williamson County, Texas, for the dates inclusive as follows:
June 11, 2015

Salary of an assigned Judge sitting in County Courts at Law to be paid by County

Daily rate for Fiscal Year 2015-2016.....	$	620.55
Dates served.._____	$	_____
Half day rate for Fiscal Year 2015-2016.....	$	310.26
Dates served.. June 11, 2015	$	310.26
Total salary based on days and half days served.....	$	310.26
Mileage from 621 Boone Valley Dr. Round Rock, TX to 405 MLK Georgetown, TX and return (1 round trips)		
32.4 miles at 57.5 cents per mile	$	18.63
Meals (Receipt Required).....	$	_____
Lodging.....	$	_____
Miscellaneous.....	$	_____
TOTAL DUE	$	328.89

I hereby certify that the foregoing account is true and correct and that same remains unpaid.

Judge Juan Velasquez, III

APPROVED FOR PAYMENT: **(Both signatures are required)**

Billy Ray Stubblefield, Presiding
Third Administrative Judicial Region

Assignment # 5641

APPROVED FOR PAYMENT

Authorized Signature

6/16/15
Date

0100-0427-004010
Budget Line Item

$ 328.89
Amount

JUAN VELASQUEZ, III
RETIRED JUDGE
621 BOONE VALLEY DRIVE
ROUND ROCK, TEXAS 78664

Date: June 5, 2015

To: Williamson County Auditor

The expenses hereinafter set forth were incurred by assignment as Judge of County Court at Law #2 of Williamson County, Texas, for the dates inclusive as follows:
June 1 and 2 and June 4, 2015

Salary of an assigned Judge sitting in County Courts at Law to be paid by County

Daily rate for Fiscal Year 2015-2016.....	$	620.55
Dates served.. June 1 and 4, 2015...	$	1241.10
Half day rate for Fiscal Year 2015-2016.....	$	310.26
Dates served.. June 2, 2015	$	310.26
Total salary based on days and half days served.....	$	1551.36
Mileage from 621 Boone Valley Dr. Round Rock, TX to 405 M&K Georgetown, TX and return (3 round trips)		
97.2 miles at 57.5 cents per mile	$	55.89
Meals (Receipt Required).....	$	
Lodging.....	$	
Miscellaneous.....	$	
TOTAL DUE	$	1,607.25

I hereby certify that the foregoing account is true and correct and that same remains unpaid.

Judge Juan Velasquez, III

APPROVED FOR PAYMENT: **(Both signatures are required)**

Billy Ray Stubblefield, Presiding
Third Administrative Judicial Region

Assignment # 5641

APPROVED FOR PAYMENT

Authorized Signature

6/16/15
Date

0100-0427-004010
Budget Line Item

$ 1,607.25
Amount

DAVID L. HODGES
RETIRED JUDGE
3610 HILLBROOK DRIVE
AUSTIN,, TEXAS 78731
254-744-1115

Date: 6/17/15

To: Williamson County Auditor

The expenses hereinafter set forth were incurred by assignment as Judge of County Court at Law #2 of Williamson County, Texas, for the dates inclusive as follows:

6/8 - 6/12

Salary of an assigned Judge sitting in County Courts at Law to be paid by County

Daily rate for Fiscal Year 2015-2016.....	$	620.55
Dates served.. 6/8 - 6/10	$	1,861.65
Half day rate for Fiscal Year 2015-2016.....	$	310.26
Dates served.. 6/12	$	310.26
Total salary based on days and half days served.....	$	2,171.91
Mileage from _____ to _____ and return (_____ round trips)		
_____ miles at 57.5 cents per mile	$	
Meals (Receipt Required).....	$	
Lodging.....	$	
Miscellaneous.....	$	
TOTAL DUE	$	2,171.91

I hereby certify that the foregoing account is true and correct and that same remains unpaid.

Judge David L. Hodges

APPROVED FOR PAYMENT: **(Both signatures are required)**

Billy Ray Stubblefield, Presiding
Third Administrative Judicial Region

Assignment #5639

APPROVED FOR PAYMENT

Authorized Signature

6/22/15

Date

0100-0427-004010

Budget Line Item

$ 2171 91

Amount

DAVID L. HODGES
RETIRED JUDGE
3610 HILLBROOK DRIVE
AUSTIN,, TEXAS 78731
254-744-1115

Date: 6/23/15

To: Williamson County Auditor

The expenses hereinafter set forth were incurred by assignment as Judge of County Court at Law #2 of Williamson County, Texas, for the dates inclusive as follows:

6/15 - 6/17/15

Salary of an assigned Judge sitting in County Courts at Law to be paid by County

Daily rate for Fiscal Year 2015-2016.....	$	620.55
Dates served.. 6/15, 6/16, 6/17	$	
Half day rate for Fiscal Year 2015-2016.....	$	310.26
Dates served..	$	
Total salary based on days and half days served.....	$	1,861.65
Mileage from _____ to _____ and return (_____ round trips)		
_____ miles at 57.5 cents per mile	$	
Meals (Receipt Required).....	$	
Lodging.....	$	
Miscellaneous.....	$	
TOTAL DUE	$	1,861.65

I hereby certify that the foregoing account is true and correct and that same remains unpaid.

Judge David L. Hodges

APPROVED FOR PAYMENT: **(Both signatures are required)**

Billy Ray Stubblefield, Presiding
Third Administrative Judicial Region

Assignment #5639

APPROVED FOR PAYMENT

Authorized Signature

6/25/15

Date

6100-8427-004010

Budget Line Item

1,861.65

Amount

JUAN VELASQUEZ, III
RETIRED JUDGE
621 BOONE VALLEY DRIVE
ROUND ROCK, TEXAS 78664

Date: June 19, 2015

To: Williamson County Auditor

The expenses hereinafter set forth were incurred by assignment as Judge of County Court at Law #2 of Williamson County, Texas, for the dates inclusive as follows:

June 16, 2015

Salary of an assigned Judge sitting in County Courts at Law to be paid by County

Daily rate for Fiscal Year 2015-2016.....	$	620.55
Dates served.._____.....	$	_____
Half day rate for Fiscal Year 2015-2016.....	$	310.26
Dates served.. June 16, 2015 (1).....	$	310.26
Total salary based on days and half days served.....	$	310.26

Mileage from 621 Boone Valley Dr. Round Rock, TX to 405 MLK Georgetown, TX and return (1 round trips)

32.4 miles at 57.5 cents per mile ..... $ 18.63

Meals (Receipt Required).....	$	_____
Lodging.....	$	_____
Miscellaneous.....	$	_____
TOTAL DUE	$	328.89

I hereby certify that the foregoing account is true and correct and that same remains unpaid.

Judge Juan Velasquez, III

APPROVED FOR PAYMENT:

Billy Ray Stubblefield, Presiding
Third Administrative Judicial Region

Assignment # 5641

(Both signatures are required)

APPROVED FOR PAYMENT

Authorized Signature

6/25/15
Date

0100-0427-004010
Budget Line Item

328.89
Amount

DAVID L. HODGES
RETIRED JUDGE
3610 HILLBROOK DRIVE
AUSTIN,, TEXAS 78731
254-744-1115

Date: 6/23/15

To: Williamson County Auditor

The expenses hereinafter set forth were incurred by assignment as Judge of County Court at Law #1 of Williamson County, Texas, for the dates inclusive as follows:

6/22 - 6/23/15

Salary of an assigned Judge sitting in County Courts at Law to be paid by County

Daily rate for Fiscal Year 2015-2016.....	$	620.55
Dates served.. 6/22, 6/23/15.....	$	1,241.10
Half day rate for Fiscal Year 2015-2016.....	$	310.26
Dates served.. _____	$	_____
Total salary based on days and half days served.....	$	_____
Mileage from _____ to _____ and return (_____ round trips)		
_____ miles at 57.5 cents per mile	$	_____
Meals (Receipt Required).....	$	_____
Lodging.....	$	_____
Miscellaneous.....	$	_____
TOTAL DUE	$	1241.10

I hereby certify that the foregoing account is true and correct and that same remains unpaid.

Judge David L. Hodges

APPROVED FOR PAYMENT: **(Both signatures are required)**

Billy Ray Stubblefield, Presiding
Third Administrative Judicial Region

Assignment #5639

APPROVED FOR PAYMENT

Authorized Signature

6/25/15
Date

0100-0427-004010
Budget Line Item

1,241.10
Amount

Commissioners Court - Regular Session **6.**

Meeting Date: 07/14/2015

Line Item Transfer

Submitted By: Shirley Taylor, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss,consider, and take any appropriate action regarding approving line item transfers for Facilities.

Background

Funds needed in Office Furniture for repairs to tables in Anderson-Harrell meeting rooms.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0509-003105	Paper Supplies	3957.60
To	0100-0509-003005	Office Furniture	3957.60
From	0100-0509-005700	Vehicles >$5000	718.06
To	0100-0509-003002	Vehicle Equip	718.06

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/30/2015 08:14 AM
Facilities Maintenance (Originator)	Shirley Taylor	06/30/2015 08:23 AM
Facilities Maintenance (Originator)	Shirley Taylor	07/01/2015 03:37 PM
Form Started By: Shirley Taylor		Started On: 06/29/2015 04:16 PM
Final Approval Date: 07/01/2015		

Commissioners Court - Regular Session **7.**

Meeting Date: 07/14/2015

Discuss, consider and take appropriate action on line item transfer request for Veteran Services.

Submitted By: Donna Harrell, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action of line item transfer request for Veteran Services.

Background

To provide extra funds to purchase printer toner for laser printers for office.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0405-004999	Miscellaneous	82.88
TO	0100-0405-003100	Office Supplies	82.88
FROM	0100-0405-004231	Travel	232.48
TO	0100-0405-003100	Office Supplies	232.48

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2015 02:39 PM
Budget Office	Ashlie Koenig	07/06/2015 03:07 PM
Form Started By: Donna Harrell		Started On: 07/02/2015 09:11 AM
Final Approval Date: 07/06/2015		

Commissioners Court - Regular Session **8.**

Meeting Date: 07/14/2015

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer request for the Tax Assessor Collector.

Background

Ashlie,

We know we are going to run into the same issue with postage that we experience at the end of FY14. We increased that line item from $120K to $130K, but there are several factors that have been and will continue to cause us to spend more postage than previously anticipated, including:

• Increase in # of new residents – every document needed to title a new resident vehicle in Texas must be shipped to San Antonio – several hundred dollars per month increase

• Increase in postage – this past January we saw the largest increase in postage than has been passed in the last decade

• Increase in # of new property – we are mailing more tax bills each year

• Increase in # of people renewing registrations online - # of registration stickers that we must mail out is increasing

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$40,000
To	0100-0499-004212	Tax AC/Postage	$40,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2015 02:39 PM
Form Started By: Ashlie Koenig		Started On: 07/06/2015 12:17 PM
Final Approval Date: 07/06/2015		

Commissioners Court - Regular Session **9.**

Meeting Date: 07/14/2015

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Human Resources.

Background

Due to turnover there has been a higher than expected number of pre-employment screenings, pre employment physicals, immunizations, etc. The Human Resources budget has moved monies around and does not have any remaining monies available for transfer.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$12,897
To	0100-0402-004705	HR/PreEmp Screening	$2,400
To	0100-0402-004718	HR/PreEmp Physical	$10,497

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/09/2015 08:54 AM
Form Started By: Ashlie Koenig		Started On: 07/08/2015 03:57 PM
Final Approval Date: 07/09/2015		

Commissioners Court - Regular Session **10.**

Meeting Date: 07/14/2015

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

Submitted For: Terron Evertson **Submitted By:** Daribel Texidor, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to continue utilizing direct haul routes when cost effective.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-05711	Transfer from Heavy Equipment	$8,200.00
To	0200-0210-04231	Travel	$8,200.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/02/2015 10:03 AM
Budget Office	Ashlie Koenig	07/08/2015 03:57 PM
Form Started By: Daribel Texidor		Started On: 07/01/2015 10:52 AM
Final Approval Date: 07/08/2015		

Commissioners Court - Regular Session **11.**

Meeting Date: 07/14/2015

Line Item Transfer for County Jail

Submitted By: Deborah Wolf, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving line item transfer for County Jail.

Background

The requested transfer will equip jail personnel for medical treatment needs, exposure to bodily fluids and health and sanitary needs. The additional transfer is requested to pay for RCS fees associated with jail radio interoperability.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100 0570 005730	Radio Equipment >$5,000	$11,281.94
To	0100 0570 004850	RCS Radio Fees	$4,331.94
To	0100 0570 003200	Medical Supplies	$6,950.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/09/2015 08:54 AM
Budget Office	Wendy Coco	07/10/2015 10:21 AM
Form Started By: Deborah Wolf		Started On: 07/08/2015 03:43 PM
Final Approval Date: 07/10/2015		

Commissioners Court - Regular Session **12.**

Meeting Date: 07/14/2015

Line Item Transfer

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss consider and take appropriate action on approving line item transfer for JP 4

Background

Line item transfer to cover additional expenses for training due to new legislation.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0454.003005	OFFICE FURNITURE	$71.75
From	0100.0454.004100	Professional Services	$300.00
From	0100.0454.004350	Printed Materials	$300.00
From	0100.0454.004410	Bond Premiums	$200.00
To	0100.0454.004232	Training Conf.	$871.75

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/09/2015 08:54 AM
Budget Office	Wendy Coco	07/10/2015 10:21 AM
Form Started By: Jessica Schmidt		Started On: 07/09/2015 08:15 AM
Final Approval Date: 07/10/2015		

Commissioners Court - Regular Session **13.**

Meeting Date: 07/14/2015

Line Item Transfer Request

Submitted For: Cheryl Schneider **Submitted By:** Cheryl Schneider, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for Animal Services (Regional Animal Shelter)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545-0545-004968	Care of Animals	5000.00
To	0545.0545.003200	Medical Supplies	5000.00
From	0545.0545.003670	Donations	10000.00
To	0545.0545.004975	Animal Medical Care	10000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/09/2015 08:54 AM
Budget Office	Wendy Coco	07/10/2015 10:21 AM

Form Started By: Cheryl Schneider Started On: 07/09/2015 08:39 AM

Final Approval Date: 07/10/2015

Commissioners Court - Regular Session **14.**

Meeting Date: 07/14/2015

Quarterly Merit Line Item Transfers Report

Submitted For: Ashlie Koenig **Submitted By:** Jennifer Templeton, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Acknowledge and enter into the official minutes of the Commissioners Court the line item transfers from the merit pool monies to various departments approved by the Budget Office from April 1, 2015 - June 30, 2015.

Background

When merit monies were approved by the Court a condition of this line item transfer process was that the Budget Office put the transfer of said monies on the agenda quarterly for their review.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Q3 Merit Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/09/2015 03:05 PM
Form Started By: Jennifer Templeton		Started On: 07/09/2015 09:12 AM
Final Approval Date: 07/09/2015		

Merit Line Item Transfer
Summary - Including FICA and Retirement Changes
Approved by Williamson County Budget Office
Per Commissioner's Court

Fund	Dept	Object	Department Name	To	From
Quarter 3					
0100	8001	001130	COUNTY JUDGE		$1,744.06
0100	8001	002010			$133.42
0100	8001	002020			$223.28
0100	0492	001100	ELECTIONS	$1,744.06	
0100	0492	002010		$133.42	
0100	0492	002020		$223.28	
0100	8003	001130	SHERIFF		$2,204.20
0100	8003	002010			$168.62
0100	8003	002020			$282.19
0100	0570	001100	JAIL	$2,204.20	
0100	0570	002010		$168.62	
0100	0570	002020		$282.19	
0100	8003	001130	SHERIFF		$1,022.11
0100	8003	002010			$78.19
0100	8003	002020			$130.86
0100	0560	001100	SHERRIFF OFC	$1,022.11	
0100	0560	002010		$78.19	
0100	0560	002020		$130.86	
0100	8003	001130	SHERIFF		$7,679.08
0100	8003	002010			$587.45
0100	8003	002020			$983.11
0100	0560	001100	SHERRIFF OFC	$7,679.08	
0100	0560	002010		$587.45	
0100	0560	002020		$983.11	
0100	8003	001130	SHERIFF		$882.56
0100	8003	002010			$67.52
0100	8003	002020			$112.99
0100	0570	001100	JAIL	$882.56	
0100	0570	002010		$67.52	
0100	0570	002020		$112.99	
0100	8004	001130	EMG SVC DEPT		$2,536.00
0100	8004	002010			$194.00
0100	8004	002020			$324.67
0100	0540	001100	EMS	$2,536.00	
0100	0540	002010		$194.00	
0100	0540	002020		$324.67	
0100	8003	001130	SHERIFF		$4,412.85
0100	8003	002010			$337.58
0100	8003	002020			$565.29
0100	0570	001100	JAIL	$4,412.85	
0100	0570	002010		$337.58	
0100	0570	002020		$565.29	
0100	8003	001130	SHERIFF		$3,112.83
0100	8003	002010			$238.13
0100	8003	002020			$398.75
0100	0560	001100	SHERIFF OFFICE	$3,112.83	
0100	0560	002010		$238.13	

Merit Line Item Transfer
Summary - Including FICA and Retirement Changes
Approved by Williamson County Budget Office
Per Commissioner's Court

Fund	Dept	Object	Department Name	To	From
0100	0560	002020		$398.75	
0100	8003	001130	SHERIFF		$799.74
0100	8003	002010			$61.18
0100	8003	002020			$102.45
0100	0570	001100	JAIL	$799.74	
0100	0570	002010		$61.18	
0100	0570	002020		$102.45	
0100	8003	001130	SHERIFF		$882.57
0100	8003	002010			$67.52
0100	8003	002020			$113.06
0100	0560	001100	SHERIFF OFFICE	$882.57	
0100	0560	002010		$67.52	
0100	0560	002020		$113.06	
0100	8005	001130	HUMAN RESOURCES		$5,688.54
0100	8005	002010			$435.17
0100	8005	002020			$728.28
0100	0402	001100	HR	$5,688.54	
0100	0402	002010		$435.17	
0100	0402	002020		$728.28	

Commissioners Court - Regular Session **15.**

Meeting Date: 07/14/2015

Courthouse Repointing P402 Sunbelt Change Order 9

Submitted By: Shirley Taylor, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Consent

Information

Agenda Item

Report on Courthouse Repointing Project; Change Order 9 in the amount of $5260.50 for Additional Repointing beyond the original scope.

Background

On February 17, 2015, the Williamson County Commissioners Court granted Williamson County Facilities Project Manager Dale Butler with general authority with general authority to approve change orders for the Agreement for Construction Services with Sunbelt Building Services, LLC in relation to the Williamson County Courthouse Repointing Project for any increase in costs up to a total maximum amount of $15,000.00 in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

P402 Sunbelt Change Order 9

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2015 02:39 PM
Form Started By: Shirley Taylor		Started On: 07/02/2015 02:00 PM
Final Approval Date: 07/06/2015		

Sunbelt
BUILDING SERVICES

Members of

P.O. Box 2121 Wylie, Texas 75098 - www.SunbeltBuildingServices.com

June 26, 2015

Williamson County
901 South Austin Ave.
Georgetown, TX 78626

Attention: Dale Butler

Re: **CO #9**

Sunbelt Building Services LLC will provide insurance, labor, material, and equipment necessary to complete the following scope of work.

Scope:

1. Repoint areas that are not marked on the drawing. (1070 Square Feet @ $4.95)

Proposed Amount $**5,260.50**

Sincerely,

Gary Wiesen
gary@sunbeltllc.com
Direct: 469-338-8228

Commissioners Court - Regular Session **16.**

Meeting Date: 07/14/2015

Increase change fund amounts.

Submitted For: Deborah Hunt **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the increase of the change fund by $650.00 for all four of the Tax Assessor/Collector's offices.

Background

The funds are used to make change during ordinary business transactions. Our new bank, Wells Fargo will charge for change orders. The current change funds are Georgetown $1,050.00; Round Rock $900.00; Cedar Park $900.00 and Taylor $500.00. The number of transactions continue to increase which make the current balances inadequate. The increase in change funds should help keep costs down.

Increasing the change funds in the Cedar Park, Georgetown and Round Rock location to $1,100.00 and the Taylor fund to $700.00 would be a tremendous help to our office and our customers. The total dollar amount necessary to accomplish this is $650.00 (Georgetown increase $50.00; Round Rock increase $200.00; Cedar Park increase $200.00 and Taylor increase $200.00).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Increase Explanation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/09/2015 03:05 PM
Form Started By: Judy Kocian		Started On: 07/08/2015 08:19 AM
Final Approval Date: 07/09/2015		

Deborah M Hunt, C T A
Tax Assessor Collector

Date: July 6, 2015

To: Williamson County
Commissioner's Court

From: Deborah M. Hunt, CTA
Tax Assessor-Collector

Subject: Request for $650.00 Additional Cash for Change Funds

---

The Motor Vehicle Division would greatly benefit from an increase to its change funds. These funds are used to make change during ordinary business transactions; however, as the number of transactions continues to increase, we find the current balances inadequate. It is especially difficult at our busiest times like the beginning and end of the month and during the heavy property tax payment season. Because it takes two days before we receive change from the bank through the courier service, we often find ourselves in a bind for change and have to make in person trips to the bank, leaving the office more shorthanded and increasing security risks. Additionally, the County's new bank charges a fee for in person change orders.

Increasing the change funds in the Cedar Park, Georgetown and Round Rock location to $1100.00 and the Taylor fund to $700.00 would be tremendous help to our office and our customers. The total necessary to accomplish this is $650.00.

Thank you for your consideration.

WILLIAMSON COUNTY

Main Office and Mailing Address:
904 South Main Street
Georgetown, Texas 78626
Phone: (512) 943-1602
Fax: (512) 943-1618
www.williamson-county.org

Annex Locations:
211 Commerce Blvd., Ste. #101
Round Rock, Texas 78664
Phone: (512) 248-3278
Fax: (512) 248-3253

350 Discovery Blvd., Ste. #101
Cedar Park, Texas 78613
Phone: (512) 260-4290
Fax: (512) 260-4295

412 Vance St., Ste. #1
Taylor, Texas 76574
Phone: (512) 352-4140
Fax: (512) 352-4143

WILLIAMSON COUNTY

Main Office and Mailing Address:
904 South Main Street
Georgetown, Texas 78626
Phone: (512) 943-1601
Fax: (512) 943-1618
www.williamson-county.org

Annex Locations:

211 Commerce Blvd., Ste. #101
Round Rock, Texas 78664
Phone: (512) 248-3278
Fax: (512) 248-3253

350 Discovery Blvd., Ste. #101
Cedar Park, Texas 78613
Phone: (512) 260-4290
Fax: (512) 260-4295

412 Vance St., Ste. #1
Taylor, Texas 76574
Phone: (512) 352-4140
Fax: (512) 352-4143

Commissioners Court - Regular Session **17.**

Meeting Date: 07/14/2015

Asset Inter-Department Transfer

Submitted By: Stacy Partridge, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of (5) Black Lateral File Cabinets through inter-department transfer, pursuant to Tex. Local Gov't Code §263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Inter-Department Transfer

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	07/07/2015 10:53 AM
County Judge Exec Asst.	Wendy Coco	07/08/2015 11:46 AM
Form Started By: Stacy Partridge		Started On: 07/06/2015 10:53 AM
Final Approval Date: 07/08/2015		

FrmAudASCF01 revision 07/2014

Print Form

Williamson County

Asset Status Change Form

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

- (•) TRANSFER bet ween county departments
- ( ) SALE at the earliest auction *
- ( ) TRADE-IN for new assets of similar type for the county
- ( ) DONATION to a non-county entity
- ( ) DESTRUCTION due to Public Health / Safety
- ( ) SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
5	Black Lateral File (4 drawer?)			Working

Parties involved:

FROM (Transferor Department): Warehouse

Transferor - Elected Official/Department Head/ Authorized Staff:

Tony Hill
Print Name

Signature Date

Contact Person:

Tony Hill
Print Name

+1 (512) 943-3314
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): County Clerk - Criminal Division

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

Nancy Rister
Print Name

Signature June 22, 2015
Date

Contact Person:

Brad Weems
Print Name

+1 (512) 943-1151
Phone Number

RECEIVED JUN 2

* 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 _____

Commissioners Court - Regular Session **18.**

Meeting Date: 07/14/2015

Asset Sale

Submitted By: Stacy Partridge, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county assets through auction, including (1) Front Bumper/Grill for a Crown Vic, (7) Optiplex Desktops, (3) Printers, (6) Laptops, (8) Keyboards, (1) Mouse, (1) Mac-Book, (4) Pieces of Cubicle Siding, (1) Chair Mat/Carpet Protector, (complete list attached); pursuant to Tex. Local Gov't Code §263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Sale

Asset Sale

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	07/07/2015 10:59 AM
County Judge Exec Asst.	Wendy Coco	07/08/2015 11:46 AM
Form Started By: Stacy Partridge		Started On: 07/06/2015 03:05 PM
Final Approval Date: 07/08/2015		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

- ○ TRANSFER bet ween county departments
- ☑ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex Desktop	4LT8GC1	C01937	Non-Working
1	Dell Optiplex Desktop	1MT8GC1	C01945	Non-Working
1	Dell Optiplex Desktop	D57HHH1	C01996	Non-Working
1	Light Grey Brother printer	U62062HON405384	N/A	Non Working
1	BLK HP Photosmart printer	CN348152MB	N/A	Non Working

Parties involved:

FROM (Transferor Department): Emergency Medical Services

Transferor - Elected Official/Department Head/ Authorized Staff:

Mike Knipstein
Print Name

Signature

6/24/15
Date

Contact Person:

DANNY JOHNS
Print Name

512-943-1973
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.)

Print Name

Signature

Date

Contact Person:

RECEIVED
JUN 29
TEXAS

Print Name

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 _____

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

- ○ TRANSFER bet ween county departments
- ◉ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
- ○ DONATION to a non-county entity
- DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Black Dell Laptop Computer	B33VCH1	C02008	Non-Working
1	Black Dell Laptop Computer	7T4Q711	C01267	Non-Working
1	Silver Dell Latitude Laptop	F2F8RD1	C01702	Non-Working
1	Silver Dell Latitude Laptop	1KPDYB1	C01349	Non-Working
1	Blk/Silver Dell Inspiron Laptop	9QIM121	N/A	Non-Working

Parties involved:

FROM (Transferor Department): Emergency Medical Services

Transferor - Elected Official/Department Head/ Authorized Staff:

Mike Knipstein
Print Name

Signature

6/25/15
Date

Contact Person:

DANNY JOHNS
Print Name

512-943-1973
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.)

Mike Knipstein DJ
Print Name

Signature

6/25/15
Date

Contact Person:

Print Name

Phone Number

RECEIVED
JUN 29 2015
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

- ○ TRANSFER bet ween county departments
- ✓ SALE at the earliest auction *
- ○ TRADE-IN for new assets of similar type for the county
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- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Desktop Computer(optiplex)	9LT8GC1	C01238	Non-Working
1	Blue/Silver Dell Inspiron Laptop	J7N1431	N/A	Non-Working
2	Black Dell Keyboards			
1	Black HP Photosmart printer	TH39D46098		

Parties involved:

FROM (Transferor Department): Emergency Medical Services

Transferor - Elected Official/Department Head/ Authorized Staff:

Mike Knipstein
Print Name

Signature 6/25/15 Date

Contact Person:

DANNY JOHNS
Print Name

512-943-1973
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.)

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

RECEIVED
JUN 29 2015
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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FrmAudASCF01 revision 07/2014

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Mac Book Pro w/ Cinema HD Display	W87070VTW0K / 2A8322K5XMN		
1	Dell Optiplex GX520	FC0N9C1		
1	Dell Optiplex 780	CGKTMN1		
6	Keybards			
1	Mouse			

Parties involved:

FROM (Transferor Department): 425th Disrict Court

Transferor - Elected Official/Department Head/ Authorized Staff:

Marlys Tidrick
Print Name

Signature 6.24.15 Date

Contact Person:

Marlys Tidrick
Print Name

512.943.3380
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.)

Tony Hill
Print Name

Signature Date

Contact Person:

Tony HIII
Print Name

943-3314
Phone Number

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FrmAudASCF01 revision 07/2014

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- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	front bumper/grill guard for Ford Crown Vic	none	none	Working

Parties involved:

FROM (Transferor Department): Dept # 564 DPS-WEST

Transferor - Elected Official/Department Head/ Authorized Staff:

Sgt. Michael Smith
Print Name

X
Signature

Date

Contact Person:

Sgt. Michael Smith
Print Name

+1 (512) 917-0507
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

JUN

Print Name

Phone Number

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- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Mauve Fabric cubicle siding (four pieces)			Working

Parties involved:

FROM (Transferor Department): JP 2

Transferor - Elected Official/Department Head/ Authorized Staff:

Print Name

Signature Date

Contact Person:

JUL 2 2015

Print Name

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.)

Edna Staudt
Print Name

Signature June 30, 2015 Date

Contact Person:

Melissa East
Print Name

+1 (512) 260-4218
Phone Number

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- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Optiplex 780 desktop computer	Dell 2R8K4M1		Non-Working

Parties involved:

FROM (Transferor Department): ITS

Transferor - Elected Official/Department Head/ Authorized Staff:

Otis Coufal
Print Name

Otis Coufal
Signature

June 16, 2015
Date

Contact Person:

Clayton Pursley
Print Name

+1 (512) 943-1458
Phone Number

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

RECEIVED
JUN 22 2015
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.)

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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FrmAudASCF01 revision 07/2014

Print Form

Williamson County
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- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Chair mat/carpet protector			Non-Working

Parties involved:

FROM (Transferor Department): Auditor's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Julie M. Kiley
Print Name

Julie M. Kiley
Signature

Date

Contact Person:

Lisa Moore
Print Name

+1 (512) 508-2466
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.)

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

RECEIVED
JUN 25 2015
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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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 _____

Commissioners Court - Regular Session **19.**

Meeting Date: 07/14/2015

Discuss consider and take appropriate action on approval of final plat for the Mark and Theresa Hoes Subdivision - Pct

Submitted For: Joe England **Submitted By:** Patrick Hughes, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Mark and Theresa Hoes Subdivision - Pct 4.

Background

This is a simple rural lot split. Approximately one acre, which contains a home, is being separated from the parent 76-acre parcel and sold. Applicable final plat review fees have been paid. The preliminary plat was approved on March 17, 2015.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Final Plat - Mark and Theresa Hoes Subdivision

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/29/2015 03:51 PM
Form Started By: Patrick Hughes		Started On: 06/26/2015 09:09 AM
Final Approval Date: 06/29/2015		

FINAL PLAT OF THE MARK AND THERESA HOES SUBDIVISION
City of Taylor, Williamson County, Texas

LEGEND:

B.L. – Building Line
P.O.B. – Point of Beginning
OPRWC – Official Public Records of Williamson County, Texas
ORWC – Official Records of Williamson County, Texas
TRD – Tax Resale Deed without Warranty

"88.800 ACRES"
PROBATED WILL
NICKI MEBANE
R006445
700 PARK BOULEVARD
AUSTIN TX, 78751

"9.55 ACRES"
PROBATED WILL
NICKI MEBANE
R006432
700 PARK BOULEVARD
AUSTIN TX, 78751

"99.851 ACRES"
QUITCLAIM DEED
THE ESTATE OF ELAINE KALLUS
TO
KATHRYN ANDERSON
8-13-98 DOC. 9853792 ORWC
8302 TECUMSEH DRIVE
AUSTIN TX, 78753

PECAN CREEK (APPROX. LOCATION)

100 YEAR FLOOD PLAIN (APPROX. LOCATION)

75' OSSF SETBACK

ZONE A

ZONE X

ZONE A.

N68°34'51"E 1677.57'

N19°58'22"W 559.85'

N20°50'03"W 727.39'

N20°11'02"W 678.72'

N21°15'32"E 1958.18'

WILLIAM MCFADDIN SURVEY, ABSTRACT NO. 432

JOSEPHINE MILTHORNE SURVEY, ABSTRACT NO 433

75.956 ACRES
(3,308,646 SQ. FT.)
LOT 1

"75.95 ACRES"
GWD – ELMORE B. HOES, JR., ET UX
TO
MARK BRYANT HOES, ET UX
7-10-90 1919/169 ORWC
8719 SILVERHILL LANE
AUSTIN TX, 78759

BLOCK A

NOTE: ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED ONTO C.R. 410 AND F.M. 620.

NOTE: WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY SOUTHWEST MILAM WATER SUPPLY CORPORATION. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

"64.223 ACRES"
GWD – SIDNEY R. KRHOVJAK, ET UX, CO-TRUSTEES OF THE SIDNEY R. KRHOVJAK AND JOAN C. KRHOVJAK LIVING TRUST AND NETTIE M. KRHOVJAK, HARRY KRHOVJAK AND CLARENCE KRHOVJAK
8-12-2005 DOC # 2005063136 OPRWC
TO
MARK HOES, ET UX
8719 SILVERHILL LANE
AUSTIN TX, 78759

483.2

673.5

EXISTING WATER WELL

100' SANITARY EASEMENT

S69°48'58"W 193.01'

1.000 ACRES
(43,550 SQ. FT.)
LOT 2

N20°11'02"W 223.80'

RAIL ROAD SPIKE SET IN POWER POLE
TBM, ELEVATION = 598.33', NAVD 88

N20°11'02"W 234.46'

P.O.B.

S68°43'47"W 869.48'

S68°43'47"W 193.05'

54.2

20.9

27.1

10' P.U.E.

25' B.L.

50' B.L.

C1

79.2

48.7

COUNTY ROAD 410

RAIL ROAD SPIKE SET IN POWER POLE
TBM, ELEVATION = 600.11', NAVD 88

SURVEY LINE (APPROX. LOCATION)

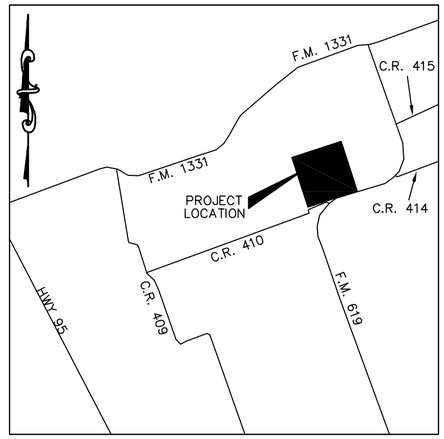
S72°15'39"W 500.17'

35' ROADWAY WIDENING RESERVATION

FARM TO MARKET 619
(ROW VARIES)
DATE RECORDED
7-15-1964

"87.214 ACRES"
SWD – LARRY SAFARIK, ET UX
TO
ARNIE P. SAFARIK, ET UX
9-8-2014 DOC. 2014072076 OPRWC
5447 F.M. 619
TAYLOR TX, 76574

VICINITY MAP



NOT TO SCALE

LEGEND:

- IRON ROD SET
- IRON STAKE FOUND
- 1/2" IRON ROD FOUND
- WM WATER METER
- UTILITY
- OVERHEAD ELECTRIC
- POWER POLE

NOTE: 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 PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE.

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	343.42	1186.28	016°35'12"	172.92	S61°34'12"W	342.22

SHEET 1 OF 2

SURVEYORS NOTES:

1. THE PROPERTY DEPICTED HEREON IS PARTIALLY WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE FLOOD AREA BEING IDENTIFIED ON F.I.R.M. PANEL NO. 48491C0345E, EFFECTIVE DATE SEPTEMBER 26, 2008, LOCATED IN ZONE "A" AND ZONE "X" (UNSHADED).

NOTE:
COORDINATES AND BEARINGS SHOWN HEREON BASED ON TEXAS STATE PLANE COORDINATES SYSTEM (CENTRAL ZONE 4203, NAD 83/93 ADJUSTMENT)
VERTICAL DATUM BASED ON NGVD 88 DATUM.
DISTANCES ARE EXPRESSED AS GRID VALUES

SITE DATA:
SURVEY: WILLIAM MCFADDIN SURVEY, A-432
JOSEPHINE MILTHORNE SURVEY, A-433
TOTAL AREA OF SITE: 75.956 ACRES
LINEAR FEET OF NEW STREETS: NONE
NUMBER OF LOTS : 2
NUMBER OF BLOCKS: 1

150 0 75 150 300
SCALE: 1"=150'

75.956 ACRE TRACT OUT OF THE WILLIAM MCFADDIN SURVEY, ABSTRACT NO. 432 AND THE JOSEPHINE MILTHORNE SURVEY, ABSTRACT NO. 433 WILLIAMSON COUNTY, TEXAS

BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090
FAX: (512) 352-9091
FIRM No. 10128500
surveying@austin.rr.com
www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY

DRAWN BY: SAH	CHECKED BY: CJH
SCALE: 1" = 150'	APPROVED BY: CJH
PROJECT NO. 14-631	DATE: NOVEMBER 19, 2014

Z:\AUTOCAD\PROJECT DRAWINGS\2014 DRAWINGS\14-631 FINAL.dwg 6/23/2015 2:16 PM

FINAL PLAT OF THE MARK AND THERESA HOES SUBDIVISION WILLIAMSON COUNTY, TEXAS

DEDICATION

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THAT I, MARK BRYANT HOES, OWNER OF THE "75.95 ACRES" AS CONVEYED IN A DEED DATED 7-10-1990 RECORDED IN VOLUME 1991, PAGE 169 OF THE OFFICIAL RECORDS, WILLIAMSON COUNTY, DO HEREBY SUBDIVIDE SAID "75.95 ACRES" AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

Mark B Hoes

MARK BRYANT HOES
8719 SILVERHILL LANE
AUSTIN, TX 78759
PHONE: 512-663-2986

DEDICATION

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THAT I, THERESA MARIE HOES, OWNER OF THE "75.95 ACRES" AS CONVEYED IN A DEED DATED 7-10-1990 RECORDED IN VOLUME 1991, PAGE 169 OF THE OFFICIAL RECORDS, WILLIAMSON COUNTY, DO HEREBY SUBDIVIDE SAID "75.95 ACRES" AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

Theresa Marie Hoes

THERESA MARIE HOES
8719 SILVERHILL LANE
AUSTIN, TX 78759
PHONE: 512-663-2986

NOTES:

ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

ELEVATIONS BASED ON NAVD 88 DATUM.

THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER

A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR. I FIND THAT THIS BLUE LINE (SURVEY) COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATION OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (WCCHD) AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THE BLUE LINE (SURVEY) AND THE DOCUMENTS ASSOCIATED WITH IT.

DEBORAH L. MARLOW, RS, OS0029596 — DATE
ASSISTANT DEPUTY DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

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

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 DULLY 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 — DATE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 29th DAY OF May, 2015
BY Mark B Hoes and Theresa M Hoes

Gayle A. Collins
NOTARY PUBLIC, STATE OF TEXAS

Gayle A Collins
PRINTED NAME
MY COMMISSION EXPIRES: 11-05-2015

GAYLE ANN COLLINS
Notary Public, State of Texas
My Commission Expires
November 05, 2017

ADDRESSING COORDINATOR APPROVAL
ADDRESS ASSIGNMENTS VERIFIED THIS THE 12th DAY OF June, 2014 A.D.

Teresa Bak
WILLIAMSON COUNTY ADDRESSING COORDINATOR

SURVEYOR'S CERTIFICATE

THE PLAT SHOWN HEREON IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY AN ON-THE-GROUND SURVEY. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY. THE ATTACHED METES AND BOUNDS DESCRIPTION RESULTS IN A SATISFACTORY MATHEMATICAL CLOSURE.

Corey J Hall 5/5/2015

COREY JOSEPH HALL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6362
STATE OF TEXAS

STATE OF TEXAS · REGISTERED · COREY JOSEPH HALL · 6362 · PROFESSIONAL LAND SURVEYOR

SURVEYOR'S NOTE: ATTENTION IS INVITED TO ACCOMPANYING PLAT FOR LOCATION OF IMPROVEMENTS, ADJOINER INFORMATION, VISIBLE UTILITIES AND ROADWAYS. COORDINATES AND BEARINGS RECITED HEREIN BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE) AND ARE GRID VALUES.

FLOOD NOTE:

THIS TRACT **IS NOT** LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE

A PORTION OF THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA UNUNDATED BY 100 YEAR FLOOD ,AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. **48491C03-K5E**, EFFECTIVE DATE 9-26-2008 FOR WILLIAMSON COUNTY, TEXAS. ZONE "A"

THAT I, DENNIS W. HILL, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES ADOPTED BY WILLIAMSON COUNTY, TEXAS.

Dennis W Hill 5/11/15

DENNIS W. HILL
LICENSED PROFESSIONAL ENGINEER NO. 84679 STATE OF TX.
Firm # 3532

STATE OF TEXAS · DENNIS WADE HILL · 84679 · LICENSED PROFESSIONAL ENGINEER

75.956 ACRES

These notes describe that certain tract of land located in the ***WILLIAM MCFADDIN SURVEY, ABSTRACT NO. 432 & JOSEPHINE MILTHORNE SURVEY, ABSTRACT NO. 433***, situated in Williamson County, Texas; subject tract being all of a called "75.95 Acres" conveyed in a General Warranty Deed from Elmore B. Hoes, Jr., et ux to Mark Bryant Hoes, et ux dated 7-10-1990 and recorded in Volume 1919, Page 169, Official Records Williamson County, Texas (ORWC); being surveyed on the ground under the direct supervision of Corey Joseph Hall, Registered Professional Land Surveyor No. 6362, on November 19, 2014 and being more fully described as follows:

BEGINNING at a 1/2" Iron Rod found in the North Right-of-Way of C.R. 410 for the Southwest corner of said "75.95 Acres", the Upper Southeast corner of a called "64.223 Acres" conveyed in a General Warranty Deed from Sidney R. Krhovjak, et ux, Co-Trustees of the Sidney R. Krhovjak and Joan C. Krhovjak Living Trust and Nettie M. Krhovjak, Harry Krhovjak and Clarence Krhovjak to Mark Hoes, et ux, dated 8-12-2005 and recorded in Document No. 2005063136 Official Public Records Williamson County, Texas (OPRWC), and marking the Southwest corner of herein described tract;

THENCE North 2011'02" West, with the East line of said "64.223 Acres" and the West line of said "75.95 Acres", a distance of **678.72 feet,** to a 1/2" Iron Rod set (capped "Bryan Tech Services"), being in the East line of said "64.223 Acres", in the West line of said "75.95 Acres" and marking a corner in the West of herein described tract;

THENCE North 2050'03" West, with the East line of said "64.223 Acres" and the West line of said "75.95 Acres", a distance of **727.39 feet,** to a 1/2" Iron Rod set (capped "Bryan Tech Services") at the Northeast corner of said "64.223 Acres", in the West line of said "75.95 Acres", the Southeast corner of a called "99.851 Acres" conveyed in a Quitclaim Deed from The Estate of Elaine Kallus to Kathryn Anderson, dated 8-13-1998 and recorded in Document No. 9853792 ORWC, and marking a corner in the West line of herein described tract;

THENCE North 1958'22" West, with the lower East line of said "99.851 Acres" and the West line of said "75.95 Acres", a distance of **559.85 feet,** to a 1/2" Iron Rod found at the Northwest corner of said "75.95 Acres", an Interior corner of said "99.851 Acres", and marking the Northwest corner of herein described tract;

THENCE North 6834'51" East, with the North line of said "75.95 Acres" and the upper South line of said "99.851 Acres" and the South line of a called called "9.55 Acres" to Nicki Mebane, "Probated Will - R006432" and the South line of a called "88.800 Acres" to Nicki Mebane, "Probated Will - R006445", a distance of **1677.57 feet,** to a 1" Iron Stake found, at the Northeast corner of said "75.95 Acres", in the South line of said "88.800 Acres", being the Northwest corner of a called "87.214 Acres" conveyed in a Special Warranty Deed from Larry Safarik, et ux to Arnie P. Safarik, et ux, dated 9-8-2014 and recorded in Document No. 20144072076 OPRWC, and marking the Northeast corner of herein described tract;

THENCE South 2115'32" East, with the East line of said "75.95 Acres" and the West line of said "87.214 Acres", a distance of **1958.18 feet,** to a 1/2" Iron Rod found at the Southeast corner of said "75.95 Acres", the Southwest corner of said "87.214 Acres", in the North Right-of-Way of Farm-to-Market 619, and marking the Southeast corner of herein described tract;

THENCE South 7215'39" West, with the South line of said "75.95 Acres" and the North Right-of-Way of Farm-to-Market 619, a distance of **500.17 feet,** to a 1/2" Iron Rod set (capped "Bryan Tech Services") in the South line of said "75.95 Acres", in the North Right-of-Way of Farm-to-Market 619, and marking a corner in the South line of herein described tract;

THENCE following along the North Right-of-Way of Farm-to-Market 619, a non-tangent curve to the left; with the **radius of 1,186.28 feet, a tangent of 172.92 feet, a delta angle of 1635'12", an arc length of 343.42 feet, and a chord bearing of North 6134'12" West, with a chord distance of 342.22 feet,** to a 1/2" Iron Rod set (capped "Bryan Tech Services") in the South line of the herein described tract;

THENCE South 6843'47" West, with the North Right-of-Way line of County Road 410 and the South line of said "75.95 Acres", a distance of **869.48 feet,** to the **POINT OF BEGINNING** containing according to the dimensions herein stated an area of **75.956 Acres (3,308,646 sq. ft.)** of Land.

NOTE: Bearings and coordinates recited herein based on Texas Plane Coordinate System (central zone) NAD 83/93 adjustment and are grid values.

Corey Joseph Hall — Registered Professional Land Surveyor No. 6362

Bryan Technical Services, Inc.
911 North Main
Taylor, Texas 76574
512-352-9090
Firm No. 10128500

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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF _____, 2014 A.D., AT _____ O'CLOCK, ____.M., AND DULY RECORDED THIS THE DAY OF _____, 2014, 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
OF WILLIAMSON COUNTY, TEXAS BY:

BY: _____ DEPUTY

BRYAN TECHNICAL SERVICES, INC. 911 NORTH MAIN TAYLOR, TEXAS 76574 512-352-9090 512-352-9091 (Fax) surveying@austin.rr.com FIRM# 10128500	DRAWN BY: SAH — CHECKED BY: CJH SCALE: 1" = 150' DATE: NOVEMBER 19, 2014 JOB NUMBER: 14-631 — SHEET: 2 OF 2

Z:\AUTOCAD\PROJECT DRAWINGS\2014 DRAWINGS\14-631 FINAL.dwg 4/22/2015 9:14 AM

Commissioners Court - Regular Session **20.**

Meeting Date: 07/14/2015

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 Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/23/2015 08:13 AM
Form Started By: Lydia Linden		Started On: 06/19/2015 01:26 PM
Final Approval Date: 06/23/2015		

Commissioners Court - Regular Session **21.**

Meeting Date: 07/14/2015

Randall Jones Arterial H West engineering contract

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Professional Service Agreement for the Arterial H west project between Williamson County and Randall Jones & Associates Engineering, Inc. relating to the 2013 Road Bond Program.

Background

The compensation cap for this contract is set at $ 200,000.00 and the County previously allocated $1,000,000.00 to P276 for this project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ArterialHwest_RandallJones_contract_July2015

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/09/2015 10:00 AM
County Judge Exec Asst.	Wendy Coco	07/09/2015 03:05 PM
Form Started By: Marie Walters		Started On: 07/08/2015 04:54 PM
Final Approval Date: 07/09/2015		

RECEIVED
JUN 29 2015
BY: PSI

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: Randall Jones & Associates Engineering, Inc. **("Engineer")**
ADDRESS: 1212 E. Braker Lane, Austin, Texas 78753
PROJECT: Arterial H West **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

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

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

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

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

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

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A.**

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

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each

applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Two hundred thousand Dollars ($200,000)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract 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.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

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

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work

Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

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

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer 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 Contract, 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 Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

R. Brent Jones, P.E.
1212 E. Braker Lane
Austin, Tx 78753

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer'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 Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

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

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

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of

all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

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

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

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

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work

required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time.

Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

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

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

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES,

JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

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

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIE S

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

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

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

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

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract 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 Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

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

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

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

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have

the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

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

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

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

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

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

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

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that 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 Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

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

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

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

Engineer: Randall Jones & Associates Engineering, Inc
1212 E. Braker Lane
Austin, Texas 78753

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

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

rules.

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

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.

K. No Waiver of Immunities. Nothing in this Contract 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.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33

DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

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

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

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

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be

determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

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

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

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

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

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____, 20_____

ENGINEER

Randall Jones & Associates Engineering, Inc.

By R. B [illegible] _____

Printed Name: R. Brent Jones

Title: President

Date: June 25, 2015

OK 7/6/2015

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

Randall Jones & Associates Engineering, Inc
Name of Firm

R. B
Signature of Certifying Official

R. Brent Jones
Printed Name of Certifying Official

President
Title of Certifying Official

June 24, 2015
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by R. BRENT JONES the PRESIDENT of RANDALL JONES & ASSOCIATES ENGINEERING, INC., on behalf of said firm.

Jenny A. Pollard

Notary Public in and for the
State of Texas

My commission expires: 2/11/16

JENNY A. POLLARD
Notary Public, State of Texas
My Commission Expires
FEB. 11, 2016

EXHIBIT B
ENGINEERING SERVICES
Arterial H West

TASK 1: PROJECT MANAGEMENT

Collect data, conduct field reconnaissance, develop design criteria, attend meetings, administrative activities.

TASK 2: TOPOGRAPHIC AND ROW SURVEYS

Topographic survey of the entire project and development of the ROW plans and property descriptions within the project limits.

TASK 3: COMPLETE THE FINAL DESIGN

The scope of this project is to complete the design for the northern two lanes of Arterial H from Sam Bass Road to the existing portion of Arterial H. The route follows what was determined by Williamson County when the project was started in 2006. The plans shall include final design plans for the roadway and associated drainage improvements.

TASK 4: BID PHASE SERVICES

Prepare all construction documents including project specifications and general notes, attending pre-bid meeting, furnishing construction documents, addressing and responding to bidder questions, analyzing contractor bids and recommending award for apparent low bidder.

TASK 5: CONSTRUCTION PHASE SERVICES

Provide construction coordination with the County and the Contractor, preconstruction meetings, site visits, submittal reviews, field problem resolutions, request for information responses.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

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

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

Effective August 1, 2014 the following new rate schedule will become effective for work performed on an hourly-charge basis.

OFFICE PERSONNEL SERVICES	
Principal	
Project Engineer	$160.00 per hour
Staff Engineer	$140.00 per hour
Registered Surveyor	$120.00 per hour
GPS Data Processor	$120.00 per hour
Senior Technician	$ 85.00 per hour
Technician	$ 65.00 per hour
Draftsman	$ 45.00 per hour
Clerical	$ 45.00 per hour
FIELD PARTY SERVICES	
GPS Field Unit & Operator	$135.00 per hour

OK
M 7/6/2015

REIMBURSABLE EXPENSES

All direct reimbursable expenses shall be at the prevailing commercial rate or cost.

Reimbursable expenses shall include long distance telephone calls, telegrams, reproduction expenses, mileage, delivery, survey stakes, lathes, Iron rods and similar items.

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

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

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally

executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

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

2. **Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. **Meals**
   - 3.1 Meal reimbursements are limited to a maximum of $40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
   - 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
   - 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
   - 3.4 County will not reimburse for alcoholic beverages.
   - 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.
   - 3.6 No meals purchased for entertainment purposes will be allowed.
   - 3.7 Meal reimbursement must be substantiated with a hotel receipt.

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

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

6. **Car Rental**
   - 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
   - 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
   - 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
   - 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
   - 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
   - 6.6 Insurance purchased when renting vehicle may also be reimbursed.
   - 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. **Personal Car Usage**
   - 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
   - 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
     - 7.2.1.1 Date
     - 7.2.1.2 Destination
     - 7.2.1.3 Purpose
     - 7.2.1.4 Name of traveler(s)
     - 7.2.1.5 Correspondence that verifies business purpose of the expense
   - 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
   - 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
   - 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
   - 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
   - 7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
   - 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
   - 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be

submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service
10.5 Movie rentals
10.6 Damage to personal clothing
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to air, hotel and/or car rental
10.13 Auto repairs
10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
10.15 Saunas, massages or exercise facilities
10.16 Credit card delinquency fees

10.17 Doctor bills, prescription and other medical services

10.18 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F CERTIFICATES OF

INSURANCE ATTACHED

BEHIND THIS PAGE

Client#: 170291 RANDAJON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/07/2015

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

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

PRODUCER	CONTACT NAME: Debi Wylie	
USI Southwest 7600-B N. Cap of Tx Hwy #200 Austin, Texas 78731	PHONE (A/C, No, Ext): 512-651-4159	FAX (A/C, No): 512-467-0113
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Specialty Insurance Company	37885
INSURED Randall Jones & Assoc Engineering, Inc 1212 E. Braker Lane Austin, TX 78753	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab Claims Made & Reported Pol.			DPR9720696 Retro:10/01/88	12/14/2014	12/14/2015	$2,000,000 per claim $2,000,000 annl aggr.	

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

The Professional Liability policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

** Supplemental Name **
Randall Jones Engineering, Inc.
(See Attached Descriptions)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

James E. Zimmerman

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GXKZP

Commissioners Court - Regular Session **22.**

Meeting Date: 07/14/2015

13IFB00108 IH 35 Northbound Frontage Road Change Order No 11

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding Change Order No. 11 in the amount of $65,545.20 for IH 35 NBFR, a Pass Through Financing Project in Commissioner Pct. 3.

Background

This Change Order compensate the Contractor for additional detour pavement and 24" RCP for the construction of a temporary entrance ramp from the new northbound frontage to the IH35 mainlanes just south of SH 29. This ramp eliminates the need to proceed through SH 29 intersection to access IH 35 mainlanes during the construction of the permanent entrance ramp, minimizing the congestion at SH 29. This Change Order also adds revised plan sheets to the striping layout. The Change Order not add any days to the Contract time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

IH 35 NBFR CO 11

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/09/2015 03:05 PM
Form Started By: Dawn Haggard		Started On: 07/08/2015 11:50 AM
Final Approval Date: 07/09/2015		

Received
JUL 0 8 2015
HNTB Corporation
Round Rock

Received
JUL 0 1 2015
HNTB Corporation
Round Rock

RECEIVED
JUL 07 2015
BY: PST

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 11

1. CONTRACTOR: **Hunter Industries, Ltd.**

2. Change Order Work Limits: Sta. **204+00** to Sta. **393+51.08**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **3F** (3 Max. - In order of importance - Primary first)

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

5. Describe the work being revised:

3F: County Convenience. Additional work desired by the County. This Change Order adds Contract quantities of detour pavement and 24" RCP to compensate the Contractor for the construction of a temporary entrance ramp from the new northbound frontage to the IH 35 mainlanes just south of SH 29 (CSJ 0015-09-160). This ramp eliminates the need to proceed through the SH 29 intersection to access IH 35 mainlanes during the construction of the permanent entrance ramp, minimizing the congestion of traffic at SH29. This Change Order also adds revised plans sheets with minor changes to the striping layout on IH 35 mainlanes during Traffic Control Phase IIID. Signage and markings quantities will be adjusted in the balancing Change Order for each CSJ. This Change Order is eligible for FHWA participation.

6. Work to be performed in accordance with Items: **See Attached.**

7. New or revised plan sheet(s) are attached and numbered: **57, 90, 90A, 91, 99, 400 and 401**

8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

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

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.	***The following information must be provided***
THE CONTRACTOR Date 6-24-15	Time Ext. #: **N/A** Days added on this CO: **0**
By Carter Stone	Amount added by this change order: **$65,545.20**
Typed/Printed Name CARTER STONE	
Typed/Printed Title ESTIMATOR	

RECOMMENDED FOR EXECUTION:

P.E. 7/7/15
Project Manager Date

N/A
Design Engineer Date

7/7/2015
Program Manager Date

Design Engineer's Seal:

See Revised Plan Sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 11 ***Project # 13IFB00108***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
464-2005	RC PIPE (CL III)(24 IN)	LF	$51.45	1,256.00	$64,621.20	256.00	1,512.00	$77,792.40	$13,171.20
508-2002	CONSTRUCTING DETOURS	SY	$37.41	1,785.00	$66,776.85	1,400.00	3,185.00	$119,150.85	$52,374.00
TOTALS					$131,398.05			$196,943.25	$65,545.20

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Pass Through Financing Project

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

Change Order No. 11

Reason for Change

This Change Order adds Contract quantities of detour pavement and 24" RCP to compensate the Contractor for the construction of a temporary entrance ramp from the new northbound frontage road to the IH 35 mainlanes just south of SH 29 (CSJ 0015-09-160). This ramp eliminates the need for traffic to proceed through the SH 29 intersection to access IH 35 mainlanes during the construction of the permanent entrance ramp, minimizing the congestion of traffic at SH 29. This Change Order also adds revised plan sheets with minor changes to the striping layout on the IH 35 mainlanes during Traffic Control Phase IIID. Signage and markings quantities will be adjusted in the balancing Change Order for each CSJ.

No new items are required for this Change Order. This Change Order is eligible for FHWA participation.

This Change Order results in a net increase of $65,545.20 to the Contract amount, for an adjusted Contract amount of $19,537,260.65. The original Contract amount was $18,690,161.52. As a result of this and all Change Orders to date, $847,099.13 has been added to the Contract resulting in a 4.53% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HDR Engineering, Inc.

Joe Crable
Resident Representative

LEVELS DISPLAYED

1	2	3	4		6	7	8	9	10	11	12	13	14	15	16	
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	
33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	
49	50	51	52	53	54	55	56	57	58	59	60	61	62	63		

ACC:

DISCLAIMER
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

Design Filename: \\ausw00\pmwork\Jobs\45026\Techprod\WA09\Roadway\SmSignSum.dgn

SUMMARY OF SMALL SIGNS

SM RD SGN ASSM TY XXXXX(X)XX(X-XXXX)

- Post Type: FRP = Fiberglass; TWT = Thin-Wall; 10BWG = 10 BWG; S80 = Sch 80
- Posts (1 or 2)
- Anchor Type: UA=Univer-Conc; UB=Univer-Bolt; SA=Slip-Conc; SB=Slip-Bolt; WS=Wedge Steel; WP=Wedge Plastic
- Mounting Designation: P = Prefab. "Plain"; T = Prefab. "T"; U = Prefab. "U"
- 1EXT or 2EXT = # of Ext.; BM = Extruded Wind Beam; WC = 1.12 #/ft Wing Chan.; EXAL = Extruded Alum. signs

PLAN SHEET NO.	SIGN NO.	SIGN NOMENCLATURE	SIGN TEXT	DIMENSIONS	LEGEND SHEETING	BACKGROUND SHEETING	ALUMINUM TYPE A	ALUMINUM TYPE G	Post Type	Posts (1 or 2)	Anchor Type	Mounting Designation	
CSJ: 0015-08-128													
1	1	D9-10	VISITOR INFO CENTER (RELOCATE)	30 X 24					10BWG	1	SA	T	
	2	D1-2	ADVANCED DESTINATION	66 X 30			X		10BWG	1	SA	T	
	2A	W3-3	SIGNAL AHEAD (RELOCATE)	48 X 48					10BWG	1	SA	T	
	3	W4-3R	ADDED LANE	48 X 48		E	X		10BWG	1	SA	T	
	4	M3-1B	NORTH	36 X 18		C	X		S80	1	SA	P	
		M1-1	INTERSTATE 35	36 X 36			X						
		M6-2BL	DIRECTIONAL ARROW	30 X 24			X						
	4A	M3-1B	NORTH	36 X 18		C	X		S80	1	SA	P	
		M1-1	INTERSTATE 35	36 X 36			X						
		M6-2BL	DIRECTIONAL ARROW	30 X 24			X						
2	5	R3-33aTL	LEFT LANE MUST ENTER RAMP	VAR X 36		C	X						RAIL MOUNTED
CSJ: 0015-09-160													
2	6	W8-13T	WATCH FOR ICE ON BRIDGE	48 X 48		E	X		10BWG	1	SA	T	
	7	R2-1	SPEED LIMIT	36 X 48		C	X		10BWG	1	SA	P	
⚠1	7A	R6-1L	ONE WAY	54 X 18		C	X		10BWG	1	SA	T	
	7B	R3-5R	MANDATORY MOVEMENT LANE CONTROL	30 X 36		C	X		10BWG	1	SA	P	
	7C	W9-2TL	LANE ENDS MERGE LEFT	36 X 36		E	X		10BWG	1	SA	P	
	8	W4-3L	ADDED LANE	48 X 48		E	X		10BWG	1	SA	T	
	9	W9-2TL	LANE ENDS MERGE LEFT	48 X 48		E	X		10BWG	1	SA	T	
	9A	R3-5R	MANDATORY MOVEMENT LANE CONTROL	30 X 36		C	X		10BWG	1	SA	P	
⚠2	10	R3-8	MANDATORY MOVEMENT LANE CONTROL	36 X 36		C	X		10BWG	1	SA	P	
	11	R3-5R	MANDATORY MOVEMENT LANE CONTROL	30 X 36		C	X		10BWG	1	SA	P	
	12	R5-1a	WRONG WAY	42 X 30		C	X		10BWG	1	SA	T	
	13	R5-1a	WRONG WAY	42 X 30		C	X		10BWG	1	SA	T	
	14	W12-2a	LOW CLEARANCE	84 X 24									BRIDGE MOUNTED
3	15	R3-7R	RIGHT LANE MUST TURN RIGHT	36 X 36		C	X		10BWG	1	SA	T	
	16	R3-7L	LEFT LANE MUST TURN LEFT	36 X 36		C	X		10BWG	1	SA	T	
	17	D1-1	<- LEANDER	78 X 18		C	X		10BWG	1	SA	T	
	18	M3-4	WEST	36 X 18		C	X		S80	2	SA	U	1 EXT
		M1-6R	RANCH ROAD 2243	36 X 36			X						
		M5-1L	DIRECTIONAL ARROW	21 X 15			X						
		D9-2	HOSPITAL	30 X 30			X						
		D9-13aP	HOSPITAL PLAQUE	30 X 12			X						
		M3-2	EAST	36 X 18			X						
		M1-6R	RANCH ROAD 2243	36 X 36			X						
		M5-1R	DIRECTIONAL ARROW	21 X 15			X						
	19	W4-3R	ADDED LANE	48 X 48		E	X		10BWG	1	SA	T	
	20	M3-1B	NORTH	36 X 18		C	X		S80	1	SA	P	
		M1-1	INTERSTATE 35	36 X 36			X						
		M6-2BL	DIRECTIONAL ARROW	30 X 24			X						
	20A	M3-1B	NORTH	36 X 18		C	X						RAIL MOUNTED
		M1-1	INTERSTATE 35	36 X 36			X						
		M6-2BL	DIRECTIONAL ARROW	30 X 24			X						
	21	W4-3R	ADDED LANE	48 X 48		E	X		10BWG	1	SA	T	
	22	M2-1	JUNCTION	21 X 15		C	X		10BWG	1	SA	P	
		M1-6R	RANCH ROAD 2243	36 X 36			X						
	23	R2-1	SPEED LIMIT	36 X 48		C	X		10BWG	1	SA	P	
4	24	R3-33aTL	LEFT LANE MUST ENTER RAMP	48 X 48		C	X						RAIL MOUNTED
	25	M3-1B	NORTH	36 X 18		C	X						RAIL MOUNTED
		M1-1	INTERSTATE 35	36 X 36			X						
		M5-4B	LEFT LANE	36 X 24			X						
	26	M3-1B	NORTH	36 X 18		C	X						RAIL MOUNTED
		M1-1	INTERSTATE 35	36 X 36			X						
		M5-4B	LEFT LANE	36 X 24			X						
	27	W8-13T	WATCH FOR ICE ON BRIDGE	48 X 48		E	X						RAIL MOUNTED
	28	W8-13T	WATCH FOR ICE ON BRIDGE	48 X 48		E	X						RAIL MOUNTED
	29	W4-3L	ADDED LANE	48 X 48		E	X		10BWG	1	SA	T	
	30	R5-1	DO NOT ENTER	48 X 48		C	X		10BWG	1	SA	T	
	31	R5-1	DO NOT ENTER	48 X 48		C	X		10BWG	1	SA	T	
	32	R5-1a	WRONG WAY	42 X 30		C	X		10BWG	1	SA	T	
	33	R5-1a	WRONG WAY	42 X 30		C	X		10BWG	1	SA	T	
	33A	M3-1B	NORTH	36 X 18		C	X		S80	1	SA	P	
		M1-1	INTERSTATE 35	36 X 36			X						
		M6-3B	DIRECTIONAL ARROW	30 X 24			X						
5	34	R5-1a	WRONG WAY	42 X 30		C	X		10BWG	1	SA	T	
	35	R5-1a	WRONG WAY	42 X 30		C	X		10BWG	1	SA	T	
	36	W10-1	RAILROAD CROSSING	36 DIA		E	X		10BWG	1	SA	T	
	37	W10-1	RAILROAD CROSSING	36 DIA		E	X		10BWG	1	SA	T	
	38	M3-1B	NORTH	36 X 18		C	X		S80	1	SA	U	
		M1-1	INTERSTATE 35	36 X 36			X						
		M6-2BL	DIRECTIONAL ARROW	30 X 24			X						
		M1-6S	ROUTE ASSIGNMENT - SPUR 26	36 X 36		C	X						
		M6-2R	DIRECTIONAL ARROW	30 X 24			X						
	39	W3-3	SIGNAL AHEAD	48 X 48		E	X		10BWG	1	SA	T	
	40	R6-1R	ONE WAY	54 X 18		C	X		10BWG	1	SA	T	
	41	M1-6S	ROUTE ASSIGNMENT - SPUR 26	36 X 36		C	X		10BWG	1	SA	P	
		M5-6	RIGHT LANE	36 X 24			X						
	42	M2-1	JUNCTION	30 X 24		C	X		10BWG	1	SA	P	
		M1-6S	ROUTE ASSIGNMENT - SPUR 26	36 X 36									

ALUMINUM SIGN BLANKS (TYPE A)

Square Ft.	Min. Thickness
Less than 7.5	0.080"
7.5 to 15	0.100"
Greater than 15	0.125"

Sign supports shall be located as shown on the plans, except that the Engineer may shift the sign supports, within design guidelines, where necessary to secure a more desirable location or to avoid conflict with utilities. Unless otherwise shown on the plans, the Contractor shall stake and the Engineer will verify all sign support locations.

Reflective sheeting will be designated as:

Type C - High Intensity - C
Type D - Prismatic - D
Type E - Flourescent Prismatic - E

⚠ 6/16/2014 - ADDED SIGNS FOR HOSPITAL DRIVEWAY AND RIGHT TURN LANE

⚠ 11/12/2014 - REMOVED SIGN # 9 ON SHEET 2.

© TxDOT May 1987

SUMMARY OF SMALL SIGNS

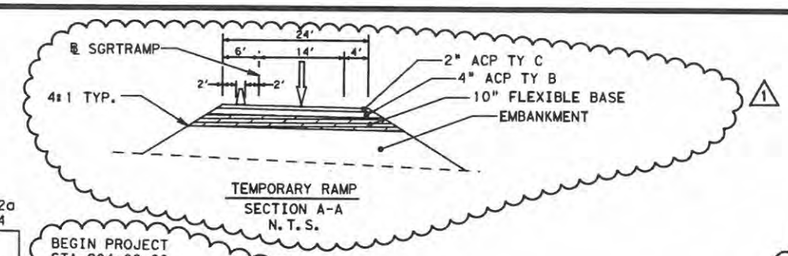
REVISIONS
11-93 7-02
8-95 7-07
1-02 2-07

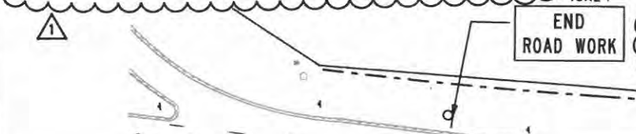
DIST	COUNTY	CONTROL	SECTION	JOB	HIGHWAY
AUS	WILLIAMSON	0015	09	161	IH-35

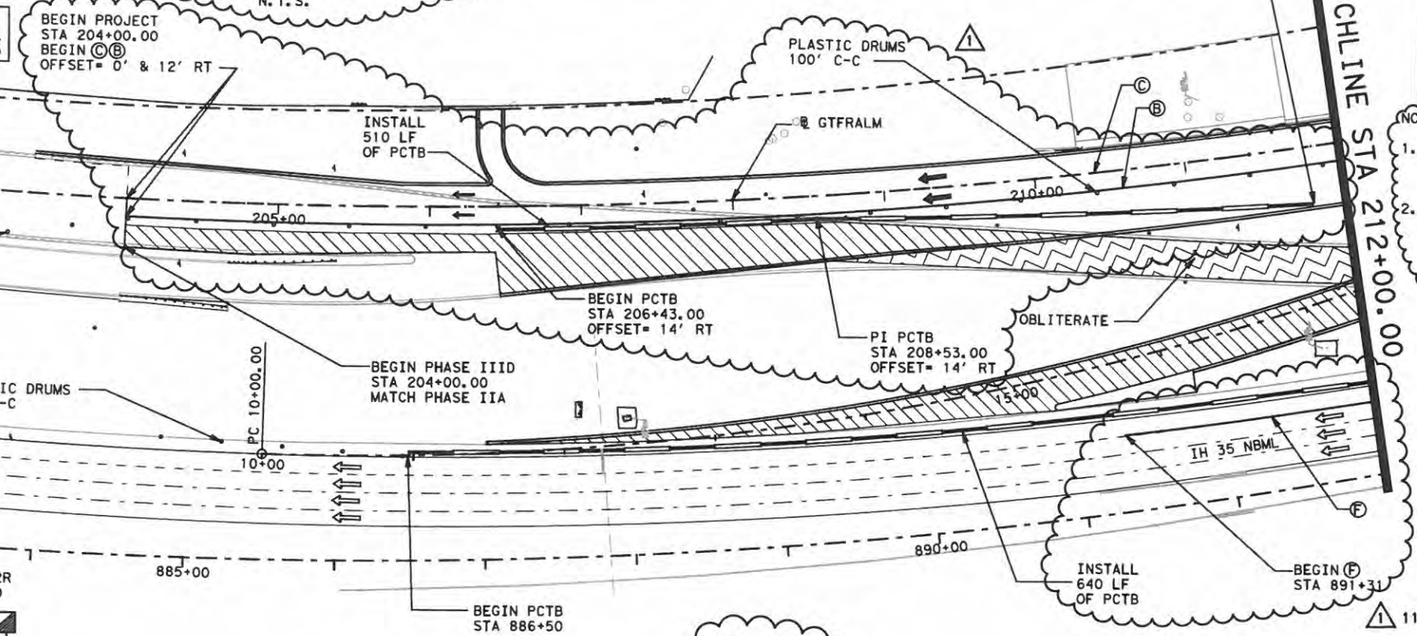
FEDERAL AID PROJECT

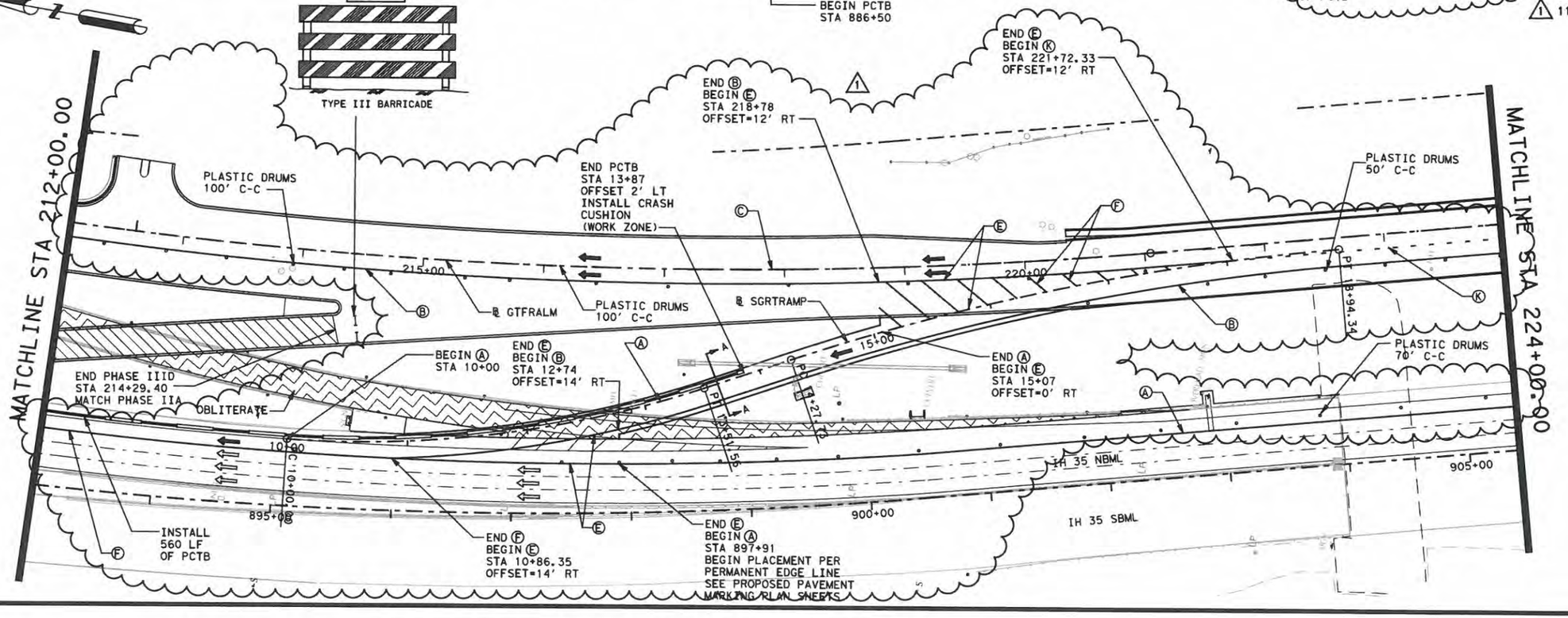
SHEET 57

LEGEND			
SYM	WK ZN MRK ITEM	UNIT	QTY
A	WK ZN PAV MRK NON-REMOV (W) (SLD) (4")	LF	2122
B	WK ZN PAV MRK NON-REMOV (Y) (SLD) (4")	LF	2232
C	WK ZN PAV MRK NON-REMOV (W) (BRK) (4")	LF	500
D	WK ZN PAV MRK NON-REMOV (Y) (BRK) (4")	LF	0
E	WK ZN PAV MRK NON-REMOV (W) (SLD) (8")	LF	973
F	WK ZN PAV MRK NON-REMOV (W) (SLD) (12")	LF	680
G	WK ZN PAV MRK NON-REMOV (W) (SLD) (24")	LF	0
H	WK ZN PAV MRK NON-REMOV (W) (WORD)	EA	0
J	WK ZN PAV MRK NON-REMOV (W) (ARROW)	EA	0
K	WK ZN PAV MRK NON-REMOV (W) 8" (BRK)	LF	57









LEGEND

- WORK ZONE
- OBLITERATE PAVEMENT
- CUT AND RESTORE PAVEMENT
- TEMPORARY SIGNS
- PCTB
- PLASTIC DRUMS
- I TYPE III BARRICADE

NOTE:

1. PLACE PROPOSED SIGN GROUPS #3, #4 AND #4A SHOWN ON PLAN SHEET 400 ON TEMPORARY SIGN MOUNTS, AT FIELD DETERMINED LOCATIONS.
2. THE TEMPORARY RAMP IS TO BE PAID FOR AS DETOUR PAVEMENT PLAN PAY ITEM, THE 24" RCP CULVERT, EMBANKMENT AND ACP TYPE B &C PLACEMENT AND REMOVAL TO BE CONSIDERED SUBSIDIARY TO THE DETOUR PAVEMENT PAY ITEM.

1 11/12/2014 - ADDED TEMPORARY RAMP PHASE

FOR REVISION 1 ONLY
17 Nov 2014

STATE OF TEXAS
STEPHANIE L. RUSSELL
103741
LICENSED
PROFESSIONAL ENGINEER

0 25 50 100

IH 35/NORTHBOUND
FRONTAGE ROAD

TCP
PHASE IIID

SCALE: PLAN 1"=100'

HNTB The HNTB Companies Engineers Architects Planners
TBPE FIRM REGISTRATION NOs 420

Texas Department of Transportation
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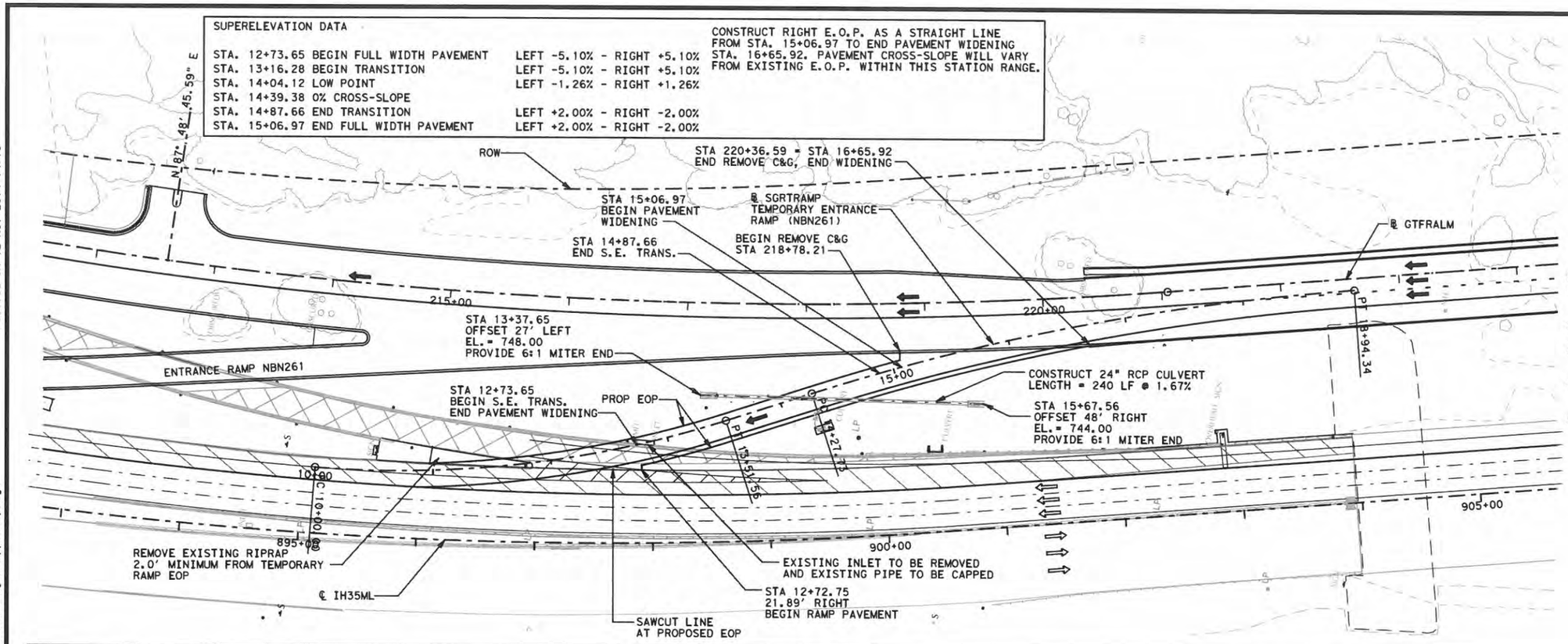
DRAWING PREPARED BY: HNTB				
SHEET OF				
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.			SHEET NO.
6				90
DGN:	STATE	DIST.	COUNTY	
CHK DGN:	TEXAS	AUS	WILLIAMSON	
DWG:	CONT.	SECT.	JOB	HIGHWAY NO.
CHK DWG:	0015	08	128,ETC	IH 35

Scale: 1:1100
Plotted on: 12-NOV-2014 14:18

Pen Tables: \\ausw00\pmwork\Jobs\45026\Techprod\WA09\Plot\XXXXX*11X17.pen
Design Filenames: \\ausw00\pmwork\Jobs\45026\Techprod\WA09\TCP\GTFR*TCP*PH3*STG*D*TEMPRAMP*01.dgn

SUPERELEVATION DATA		
STA. 12+73.65	BEGIN FULL WIDTH PAVEMENT	LEFT -5.10% - RIGHT +5.10%
STA. 13+16.28	BEGIN TRANSITION	LEFT -5.10% - RIGHT +5.10%
STA. 14+04.12	LOW POINT	LEFT -1.26% - RIGHT +1.26%
STA. 14+39.38	0% CROSS-SLOPE	
STA. 14+87.66	END TRANSITION	LEFT +2.00% - RIGHT -2.00%
STA. 15+06.97	END FULL WIDTH PAVEMENT	LEFT +2.00% - RIGHT -2.00%

CONSTRUCT RIGHT E.O.P. AS A STRAIGHT LINE FROM STA. 15+06.97 TO END PAVEMENT WIDENING STA. 16+65.92. PAVEMENT CROSS-SLOPE WILL VARY FROM EXISTING E.O.P. WITHIN THIS STATION RANGE.



LEGEND

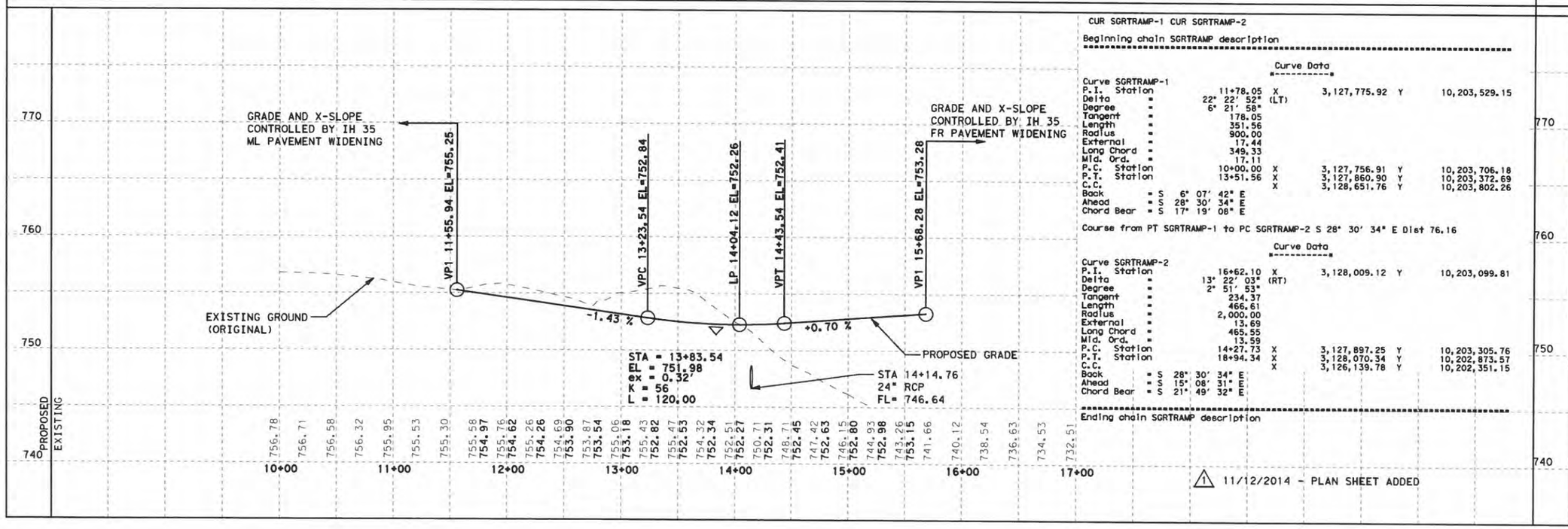
- OBLITERATE PAVEMENT
- GTFRALM-## HORIZONTAL CURVE
- CAVERNS
- MILL AND OVERLAY

NOTES:
1. ALL STATIONS AND OFFSET SHOWN ARE FROM IH 35 NBFR AND RAMP ALIGNMENTS UNLESS OTHERWISE INDICATED.
2. SAWCUTTING SUBSIDIARY TO THE PERTINENT ITEMS.
3. REMOVAL OF ASPHALT PAVEMENT, C&G AND RIPRAP SHALL BE SUBSIDIARY TO DETOUR PAVEMENT.
4. THE TEMPORARY RAMP TO BE CONSTRUCTED IN TWO PHASES. PHASES TO BE FIELD DETERMINED.
5. SEE THE TCP PLAN SHEET 90 FOR TEMPORARY RAMP TYPICAL SECTION.

0 25 50 100

SHEET TOTALS

EST.	FINAL	UNIT	DESCRIPTION
		CY	EXCAVATION (RDWY)
		CY	EMBANKMENT



CUR SGRTRAMP-1 CUR SGRTRAMP-2

Beginning chain SGRTRAMP description

Curve Data

Curve SGRTRAMP-1				
P.I. Station	11+78.05	X 3,127,775.92	Y	10,203,529.15
Delta =	22° 22' 52" (LT)			
Degree =	6° 21' 58"			
Tangent =	178.05			
Length =	351.56			
Radius =	900.00			
External =	17.44			
Long Chord =	349.33			
Mid. Ord. =	17.11			
P.C. Station	10+00.00	X 3,127,756.91	Y	10,203,706.18
P.T. Station	13+51.56	X 3,127,860.90	Y	10,203,372.69
C.C.		X 3,128,651.76	Y	10,203,802.26
Back =	S 6° 07' 42" E			
Ahead =	S 28° 30' 34" E			
Chord Bear =	S 17° 19' 08" E			

Course from PT SGRTRAMP-1 to PC SGRTRAMP-2 S 28° 30' 34" E Dist 76.16

Curve Data

Curve SGRTRAMP-2				
P.I. Station	16+62.10	X 3,128,009.12	Y	10,203,099.81
Delta =	13° 22' 03" (RT)			
Degree =	2° 51' 53"			
Tangent =	234.37			
Length =	466.61			
Radius =	2,000.00			
External =	13.69			
Long Chord =	465.55			
Mid. Ord. =	13.59			
P.C. Station	14+27.73	X 3,127,897.25	Y	10,203,305.76
P.T. Station	18+94.34	X 3,128,070.34	Y	10,202,873.57
C.C.		X 3,126,139.78	Y	10,202,351.15
Back =	S 28° 30' 34" E			
Ahead =	S 15° 08' 31" E			
Chord Bear =	S 21° 49' 32" E			

Ending chain SGRTRAMP description

1 11/12/2014 - PLAN SHEET ADDED

FOR REVISION 1 ONLY.
12 Nov 2014

STATE OF TEXAS
STEPHANIE L. RUSSELL
103741
LICENSED
PROFESSIONAL ENGINEER

IH 35/NORTHBOUND
FRONTAGE ROAD

TEMPORARY RAMP (NBN261) PLAN & PROFILE

SCALE: PLAN 1"=100'
PROFILE 1"=10'

HNTB The HNTB Companies Engineers Architects Planners
TBPE FIRM REGISTRATION NO.: 420

Texas Department of Transportation
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DRAWING PREPARED BY: HNTB

SHEET	OF		
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			90A
DGN:	STATE	DIST.	COUNTY
CHK DGN:	TEXAS	AUS	WILLIAMSON
DWG:	CONT.	SECT.	JOB / HIGHWAY NO.
CHK DWG:	0015	08	128,ETC / IH 35

Scale: 1:100
Plotted on: 12-NOV-2014 14:18

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STA. 227+07.36
END CSJ 0015-08-128
BEGIN CSJ 0015-09-160

LEGEND			
SYM	WK ZN MRK ITEM	UNIT	QTY
A	WK ZN PAV MRK NON-REMOV (W) (SLD) (4")	LF	3062
B	WK ZN PAV MRK NON-REMOV (Y) (SLD) (4")	LF	1754
C	WK ZN PAV MRK NON-REMOV (W) (BRK) (4")	LF	530
D	WK ZN PAV MRK NON-REMOV (Y) (BRK) (4")	LF	0
E	WK ZN PAV MRK NON-REMOV (W) (SLD) (8")	LF	1404
F	WK ZN PAV MRK NON-REMOV (W) (SLD) (12")	LF	0
G	WK ZN PAV MRK NON-REMOV (W) (SLD) (24")	LF	0
H	WK ZN PAV MRK NON-REMOV (W) (WORD)	EA	0
	WK ZN PAV MRK NON-REMOV (W) YIELD TRI (18")	EA	8
~~AA~~	~~AUXILIM PAV MRK (4")~~	~~LF~~	250
K	WK ZN PAV MRK NON-REMOV (W) 8" (BRK)	LF	507*

* THE QUANTITY INCLUDES 363 LF DOTTED STRIPE OF ENTIRE AUXILIARY LANE BETWEEN NBN260 AND NBX261 PAINTED GORES.

MATCHLINE STA 224+00.00

MATCHLINE STA 236+00.00

℄ GTFRALM

L 04" E

225±00

PC Ⓒ STA 228+11.96

PC Ⓑ STA 228+35.29 OFFSET=24' RT

END Ⓚ BEGIN Ⓔ STA 229+33.17 OFFSET=12' RT

230+00

R=3000'

PT Ⓔ STA 232+32.26 OFFSET=43.15' RT

PT Ⓑ STA 232+29.95 OFFSET=56.96' RT

PT 232+92.13

25+00

IH 35 NBFR

EXIT RAMP

END Ⓔ BEGIN Ⓐ STA 25+52.13 PT

235+00

PT 235+70.93

PLASTIC DRUMS 50' C-C

PLASTIC DRUMS 100' C-C

BEGIN Ⓑ END Ⓔ BEGIN TAPER STA 232+00 OFFSET=12' RT

BEGIN Ⓐ STA 233+00 OFFSET=14' LT

PLASTIC DRUMS 50' C-C ALONG TAPER

PLASTIC DRUMS 100' C-C

ROW

PLASTIC DRUMS 70' C-C

IH 35 NBML

℄ IH 35

910+00

PT Ⓐ END Ⓐ STA 242+14.56 OFFSET=109.75' LT

IH 35 SBML

915+00

NOTE:

1. ALL TEMPORARY STRIPING TO BE PLACED PER FINAL STRIPING PLAN WITH EXCEPTION OF LANE REDUCTION TAPERS.
2. PRIOR TO OPENING RAMP NBX261 TO TRAFFIC PLACE PROPOSED ROADWAY SIGNS #5 AND #8 SHOWN ON PLAN SHEET 401 AND LARGE GUIDE SIGN # 5 SHOWN ON PLAN SHEET 412.

1 11/12/2014 - ADDED TEMPORARY RAMP PHASE

FOR REVISION 1 ONLY.
12 Nov 2014

STATE OF TEXAS
STEPHANIE L. RUSSELL
103741
LICENSED
PROFESSIONAL ENGINEER

0 25 50 100

PLASTIC DRUMS 100' C-C

ROAD WORK AHEAD

YIELD

R1-2 48x48x48

CW20-1D 48x48

18" YIELD TRIANGES 8 EA.

PC Ⓐ STA 237+68.24 OFFSET=14' LT

END TAPER Ⓑ STA 239+00.00 OFFSET=24' RT

PT Ⓐ STA 240+00.00 OFFSET=14' LT

PT Ⓐ STA 240+00.00 OFFSET=14' LT

R=94.52'

END Ⓒ STA 242+14.67 OFFSET=0' LT

END Ⓒ STA 242+14.67 OFFSET=12' RT

CW20-1D 48x48

ROAD WORK AHEAD

PLASTIC DRUMS 50' C-C ALONG TAPER

240+00

245±00

RM 2243

CW1-6aT 48x48

PLASTIC DRUMS 100' C-C

END Ⓑ STA 241+90.81 OFFSET=24' RT

END Ⓑ BEGIN Ⓔ STA 31+62.15 OFFSET=14' RT

BEGIN Ⓒ STA 239+00.00 OFFSET=12' RT

LEFT LANE CLOSED

CW20-1L 48x48

RAMP CLOSED

R11-2R 48x30

TYPE III BARRICADE

REFER TO PHASING LAYOUT SHEET FOR TYPICAL PROJECT SIGN SETUP

PC 33+12.33

PT 35+33.38

35+00

30+00

CONTINUE Ⓚ TO STA. 927+70 OFFSET 37.0' LT MATCH PAINTED GORE

920+00

STA 919+98.85 OFFSET=37.72' LT

END Ⓐ BEGIN Ⓔ

INSTALL LARGE GUIDE SIGN # 4 "EXIT 261"

℄ IH 35

STA 34+95.41 OFFSET=16.52' RT

END Ⓔ BEGIN Ⓚ

925+00

IH 35 NBML

IH 35 SBML

930+00

IH 35/NORTHBOUND FRONTAGE ROAD

TCP PHASE IIID

SCALE: PLAN 1"=100'

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TBPE FIRM REGISTRATION NO: 420

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DRAWING PREPARED BY: HNTB

SHEET OF

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
6		91

DGN:	STATE	DIST.	COUNTY
CHK DGN:	TEXAS	AUS	WILLIAMSON
DWG:	CONT.	SECT.	JOB HIGHWAY NO.
CHK DWG:	0015	08	128,ETC IH 35

Scale: 1:100
Plotted on: 12-NOV-2014 18:21

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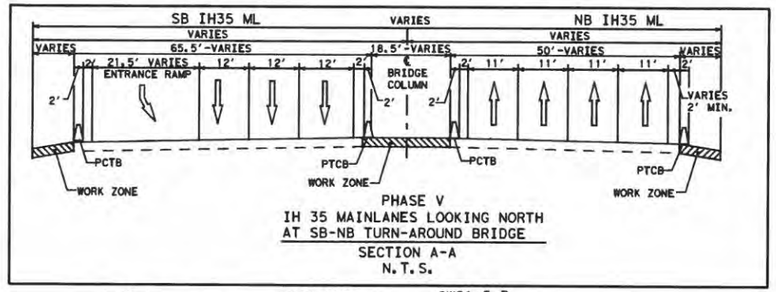
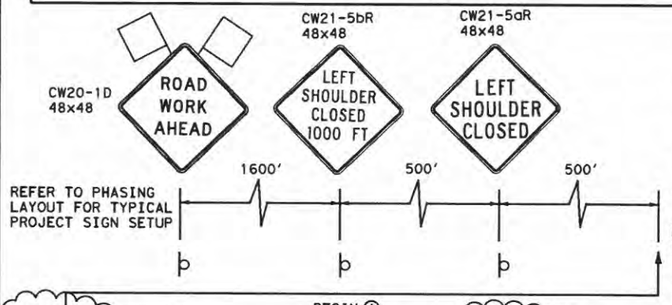
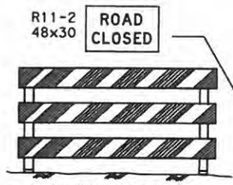






LEGEND

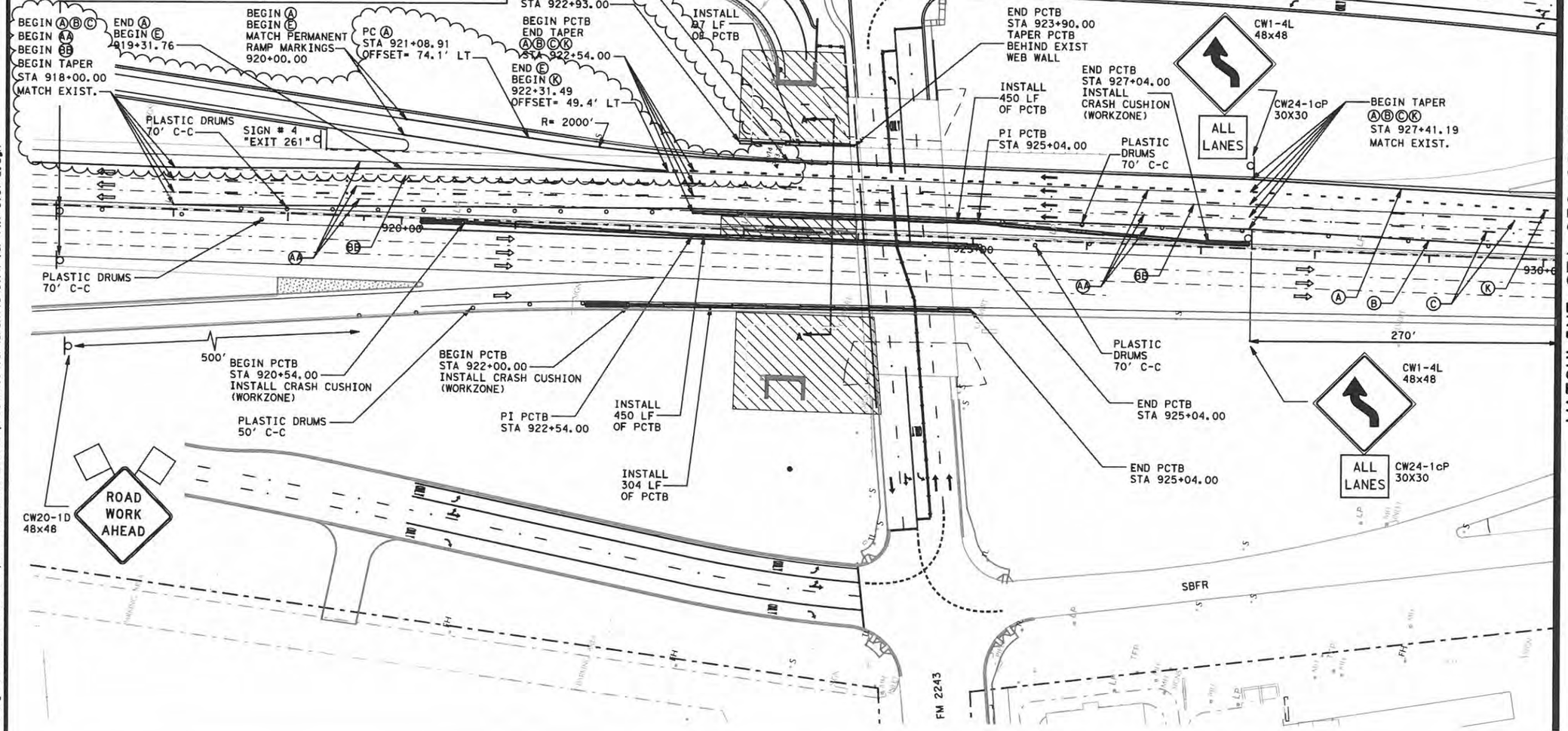
- WORK ZONE
- OBLITERATE PAVEMENT
- CUT AND RESTORE PAVEMENT
- TEMPORARY SIGNS
- PCTB
- PLASTIC DRUMS
- TYPE III BARRICADE
- TRAFFIC FLOW

LEGEND			
SYM	ITEM	UNIT	QTY
A	WK ZN PAV MRK NON REMOV (W) (SLD) (4")	LF	1211
B	WK ZN PAV MRK NON REMOV (Y) (SLD) (4")	LF	1164
C	WK ZN PAV MRK NON REMOV (W) (BRK) (4")	LF	620
E	WK ZN PAV MRK NON REMOV (W) (SLD) (8")	LF	465
K	WK ZN PAV MRK NON REMOV (W) (BRK) (8")	LF	190
AA	ELIM PAVMRK (4")	LF	3639
BB	ELIM PAVMRK (8")	LF	1213
CC	ELIM PAVMRK (12")	LF	0

NOTES:

1. REMOVE EXISTING CONCRETE TRAFFIC BARRIER FROM STA 923+79.69 TO 923+79.69
2. CONTRACTOR SHALL REMOVE AND REPAIR DAMAGED SHOULDER PAVEMENT AS DIRECTED BY OBSERVER. ESTIMATED AT 1,332 SY.

1 11/12/2014 - ADDED TEMPORARY RAMP PHASE



FOR REVISION 1 ONLY.

12 Nov 2014

STATE OF TEXAS
STEPHANIE L. RUSSELL
103741
LICENSED
PROFESSIONAL ENGINEER

0 25 50 100

IH 35/NORTHBOUND
FRONTAGE ROAD

TCP
PHASE VA

SCALE: PLAN 1"=100'

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TBPE FIRM REGISTRATION NO: 420

Texas Department of Transportation
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DRAWING PREPARED BY: HNTB				
SHEET OF				
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.			SHEET NO.
6				99
DGN:	STATE	DIST.	COUNTY	
CHK DGN:	TEXAS	AUS	WILLIAMSON	
DW:	CONT.	SECT.	JOB	HIGHWAY NO.
CHK DW:	0015	08	128,ETC	IH 35

Scale: 1:100
Plotted on: 12-NOV-2014 18:21

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Plotted on: 12-NOV-2014 14:18

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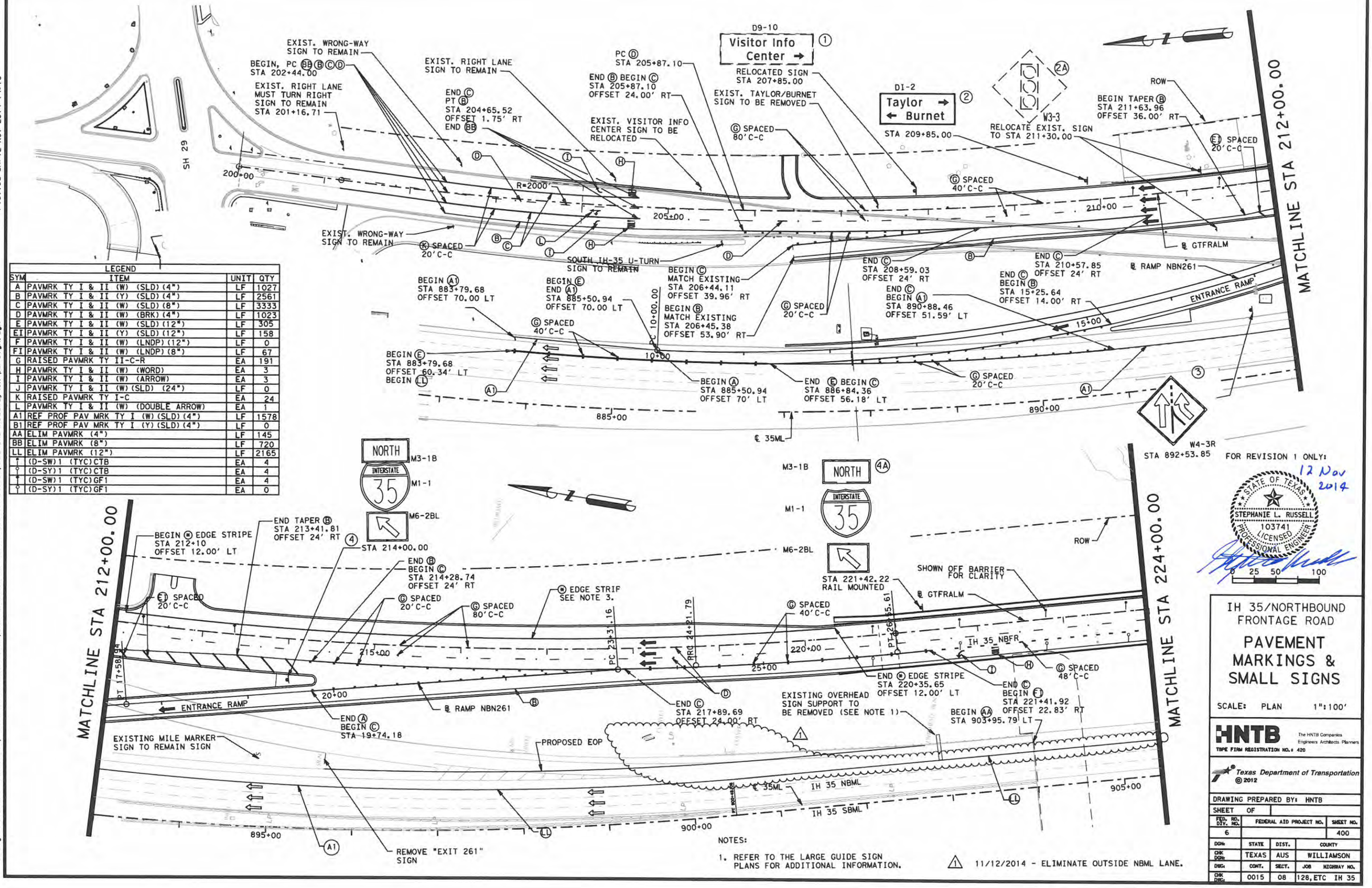
LEGEND			
SYM	ITEM	UNIT	QTY
A	PAVMRK TY I & II (W) (SLD) (4")	LF	1027
B	PAVMRK TY I & II (Y) (SLD) (4")	LF	2561
C	PAVMRK TY I & II (W) (SLD) (8")	LF	3333
D	PAVMRK TY I & II (W) (BRK) (4")	LF	1023
E	PAVMRK TY I & II (W) (SLD) (12")	LF	305
EI	PAVMRK TY I & II (Y) (SLD) (12")	LF	158
F	PAVMRK TY I & II (W) (LNDP) (12")	LF	0
FI	PAVMRK TY I & II (W) (LNDP) (8")	LF	67
G	RAISED PAVMRK TY II-C-R	EA	191
H	PAVMRK TY I & II (W) (WORD)	EA	3
I	PAVMRK TY I & II (W) (ARROW)	EA	3
J	PAVMRK TY I & II (W) (SLD) (24")	LF	0
K	RAISED PAVMRK TY I-C	EA	24
L	PAVMRK TY I & II (W) (DOUBLE ARROW)	EA	1
A1	REF PROF PAV MRK TY I (W) (SLD) (4")	LF	1578
B1	REF PROF PAV MRK TY I (Y) (SLD) (4")	LF	0
AA	ELIM PAVMRK (4")	LF	145
BB	ELIM PAVMRK (8")	LF	720
LL	ELIM PAVMRK (12")	LF	2165
	(D-SW)1 (TYC)CTB	EA	4
	(D-SY)1 (TYC)CTB	EA	4
	(D-SW)1 (TYC)GF1	EA	4
	(D-SY)1 (TYC)GF1	EA	0



NOTES:

1. REFER TO THE LARGE GUIDE SIGN PLANS FOR ADDITIONAL INFORMATION.

⚠1 11/12/2014 - ELIMINATE OUTSIDE NBML LANE.

FOR REVISION 1 ONLY:

12 Nov 2014

STATE OF TEXAS
STEPHANIE L. RUSSELL
103741
LICENSED
PROFESSIONAL ENGINEER

0 25 50 100

IH 35/NORTHBOUND FRONTAGE ROAD

PAVEMENT MARKINGS & SMALL SIGNS

SCALE: PLAN 1":100'

HNTB The HNTB Companies Engineers Architects Planners
TBPE FIRM REGISTRATION NO.: 420

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DRAWING PREPARED BY: HNTB			
SHEET OF			
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			400
DGN:	STATE	DIST.	COUNTY
CHK DGN:	TEXAS	AUS	WILLIAMSON
DWG:	CONT.	SECT.	JOB HIGHWAY NO.
CHK DWG:	0015	08	128,ETC IH 35

Scale: 1:100
Plotted on: 12-NOV-2014 18:21

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SYM	LEGEND ITEM	CSJ: UNIT	128 QTY	160 QTY
A	PAVMRK TY I & II (W) (SLD) (4")	LF	150	1085
B	PAVMRK TY I & II (Y) (SLD) (4")	LF	307	2072
C	PAVMRK TY I & II (W) (SLD) (8")	LF	0	3324
D	PAVMRK TY I & II (W) (BRK) (4")	LF	150	803
DI	PAVMRK TY I & II (W) (BRK) (6")	LF	0	485
E	PAVMRK TY I & II (W) (SLD) (12")	LF	0	0
EI	PAVMRK TY I & II (Y) (SLD) (12")	LF	0	136
F	PAVMRK TY I & II (W) (LNDP) (12")	LF	0	188
FI	PAVMRK TY I & II (W) (LNDP) (8")	LF	75	349
G	RAISED PAVMRK TY II-C-R	EA	22	162
H	PAVMRK TY I & II (W) (WORD)	EA	1	5
I	PAVMRK TY I & II (W) (ARROW)	EA	1	5
J	PAVMRK TY I & II (W)(SLD) (24")	LF	0	62
L	PAVMRK TY I & II (W) (DOUBLE ARROW)	EA	0	2
A1	REF PROF PAV MRK TY I (W)(SLD) (4")	LF	307	1578
B1	REF PROF PAV MRK TY I (Y)(SLD) (4")	LF	0	1326
AA	ELIM PAVMRK (4")	LF	307	2093
BB	ELIM PAVMRK (8")	LF	0	715
LL	ELIM PAVMRK (12")	LF	300	1326
*	(D-SW)1 (TYC)CTB	EA	3	0
*	(D-SY)1 (TYC)CTB	EA	3	0
*	(D-SW)1 (TYC)GF1	EA	0	2
*	(D-SY)1 (TYC)GF1	EA	0	2

MATCHLINE STA 224+00.00

MATCHLINE STA 238+00.00

MATCHLINE STA 238+00.00

MATCHLINE STA 248+00.00

LEFT LANE MUST ENTER RAMP ⑤

R3-33aTL
STA 224+65.00
RAIL MOUNTED

⑥ WATCH FOR ICE ON BRIDGES W8-13T
STA 228+22.30

STA 227+07.36
END CSJ: 0015-08-128
BEGIN CSJ: 0015-09-160

℄ GTFRALM

PC 20+00.00

225+00

20+00

IH 35 NBFR

230+00

PRC 22+64.36

PT 23+42.13

25+00

235+00

Ⓖ SPACED 48'C-C

Ⓖ SPACED 80'C-C

END Ⓕ BEGIN Ⓒ
STA 227+47.95
OFFSET 24' RT

Ⓖ SPACED 40'C-C

EXIST. "SOUTH SAN GABRIEL RIVER" SIGN TO REMAIN

EXIST. LARGE GUIDE SIGN TO REMAIN

Ⓖ SPACED 40'C-C

BEGIN Ⓒ
STA 230+47.36
OFFSET 24' RT

EXIST. OVERHEAD CLEARANCE SIGN TO REMAIN

Ⓖ SPACED 20'C-C

⑦ SPEED LIMIT XX
R2-1
STA 231+84.52

BEGIN Ⓒ
STA 233+25.51
OFFSET 44.43' LT

BEGIN Ⓒ
STA 233+10.25
OFFSET 12.00' LT

END Ⓒ
BEGIN Ⓐ
STA 25+86.44

END Ⓒ
BEGIN Ⓑ
STA 232+84.96
OFFSET 24.00' RT

N 71°44'28.64" E

BEGIN Ⓒ
STA 233+35.54
OFFSET 54.80' LT

⑦B ONLY R3-5R
STA 234+00.00
SEE NOTE 3

R=45.5'

END Ⓒ
STA 233+71.63
OFFSET
12.00' LT

PI Ⓑ STA 233+51.42
OFFSET 24.00' RT
STA 233+12.00

℄ RAMP NBX261

EXIT RAMP

Ⓖ SPACED 20'C-C

Ⓔ SPACED 20'C-C

Ⓖ SPACED 48'C-C

END TAPER Ⓑ
STA 235+58.46
OFFSET 36.01' LT

STA 233+66.46

⑧ W4-3L

BEGIN Ⓕ
STA 235+61.73
OFFSET 24' RT

ROW

BEGIN Ⓕ
STA 237+15.32
OFFSET 12' LT

END Ⓒ
STA 237+15.32
OFFSET 24' LT

30+00

Ⓖ SPACED 40'C-C

IH 35 NBML

℄ 35ML

910+00

915+00

RELOCATE EXISTING GROUND MOUNTED SIGN "INFORMATION CENTER NEXT RIGHT" TO STA 943+00

ONE WAY ⑦A R6-3R

BEGIN Ⓓ1 Ⓑ1 ⒷⒷ
MATCH EXISTING
STA 918+00.00

NOTES:

1. REFER TO THE SB-NB/T-A AND RM 2243 PAVEMENT MARKING AND SIGNING PLAN SHEETS FOR ADDITIONAL INFORMATION.
2. CONTRACTOR IS TO CONTACT ENGINEER FOR REVISED STRIPING/SIGNAGE PLAN IF HOSPITAL DRIVEWAY IS READY TO BE OPENED TO THE PUBLIC PRIOR TO THE NBFR OPENING.
3. CONTRACTOR TO INSTALL SIGN 7B AND COVER SIGN PLATE IN BLACK PLASTIC. SIGN TO REMAIN COVERED UNTIL HOSPITAL DRIVEWAY IS OPEN TO THE PUBLIC.

0 25 50 100

LANE ENDS MERGE LEFT ⑦C W9-2
STA 917+00.00
W9-2TL

⑨A R3-5R ONLY
STA 242+28.40

EXIST. YIELD SIGN TO BE REMOVED

BEGIN Ⓔ
STA 243+11.84
OFFSET 33.71' LT

ROW

RM 2243

BEGIN Ⓔ END Ⓐ
STA 242+21.42
OFFSET 12.0' LT

END Ⓒ BEGIN Ⓑ
STA 241+85.97
OFFSET 28.04' LT

END Ⓓ
STA 242+14.67
OFFSET 12' RT

END Ⓒ BEGIN Ⓐ
STA 241+92.80
OFFSET 12.0' LT

BEGIN Ⓒ
STA 241+41.01
OFFSET 24' RT

Ⓖ SPACED 80'C-C

240+00

END Ⓑ

END Ⓕ BEGIN Ⓒ
STA 239+95.21
OFFSET 12.0' LT
AND 24.0' RT

END Ⓒ
STA 241+90.80
OFFSET 24' RT

END Ⓔ
STA 242+25.40
OFFSET 24.84' RT

EXIST. "ICE ON BRIDGE" SIGN TO BE REMOVED

END Ⓔ
STA 243+19.68
OFFSET 38.78' RT
STA 243+27.45
OFFSET 36.27' RT

END Ⓑ BEGIN Ⓒ
STA 31+62.15
OFFSET 14.00' RT

℄ RAMP NBX261

END Ⓐ1 BEGIN Ⓒ
STA 919+98.85
OFFSET 37.72' LT

Ⓒ SPACED 20' C-C

33+12.33

END Ⓒ Ⓛ
BEGIN Ⓕ Ⓖ
STA 923+32.50
OFFSET 38.89' LT

EXIT RAMP

35+00

35+33.38

℄ 35ML

920+00 ℄ 35ML

EXIST. SPEED LIMIT SIGN TO BE REMOVED

Ⓓ1 Ⓑ1

XX" XX" ⑭
MOUNT ON BRIDGE
W12-2a

⚠1 EXIST. ROUTE MARKER SIGNS TO BE REMOVED

BEGIN Ⓔ
STA 243+19.45
OFFSET 29.46' LT

STA 243+32.39
OFFSET 26.0' LT
BEGIN Ⓙ

ONLY ⑪
STA 245+65.65

STA 246+50
⑬⑫ WRONG WAY
R5-1a

RELOCATED SIGN "LOCAL DESTINATIONS" STA 246+56.78

℄ GTFRALM

IH 35 NBFR

245+00

Ⓒ SPACED 80'C-C

STA 243+32.39
OFFSET 12.0' LT
OFFSET 24.0' RT
OFFSET 12.0' RT
BEGIN Ⓒ

R3-8 ONLY ⑩
STA 244+61.80

STA 243+33.13
OFFSET
36.0' RT
END Ⓙ

EXIST. ROUTE MARKER SIGNS TO REMAIN

Ⓒ SPACED 48' C-C X2

STA 925+00.33
OFFSET 48.64' LT
BEGIN Ⓐ1
END Ⓐ

BEGIN ⒷⒷ
STA 927+59.82
OFFSET 37.0' LT

PROP EOP

925+00

Ⓒ SPACED 80' C-C

℄ GTFRALM

END ⒷⒷ
STA 928+74.06
OFFSET 48.34' LT

⚠1 7/8/2013 - REVISED CROSSWALK STRIPING

⚠2 6/16/2014 - ADDED HOSPITAL DRIVEWAY AND RIGHT TURN LANE

⚠3 11/12/2014 - REVISED NBX261 GORE AND ELIMINATED THE NBML OUTSIDE LANE.

FOR REVISIONS 2 & 3 ONLY:

STATE OF TEXAS
STEPHANIE L. RUSSELL
103741
LICENSED
PROFESSIONAL ENGINEER
12 Nov 2014

IH 35/NORTHBOUND FRONTAGE ROAD

PAVEMENT MARKINGS & SMALL SIGNS

SCALE: PLAN 1"=100'

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TBPE FIRM REGISTRATION NO.: 420

Texas Department of Transportation
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SHEET	OF		
FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			401
DGN:	STATE	DIST.	COUNTY
CHK DGN:	TEXAS	AUS	WILLIAMSON
DWG:	CONT.	SECT.	JOB HIGHWAY NO.
CHK DWG:	0015	08	128,ETC IH 35

Commissioners Court - Regular Session **23.**

Meeting Date: 07/14/2015

13IFB00108 IH 35 Northbound Frontage Road Change Order No 12

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding Change Order No. 12 in the amount of $15,159.85 for IH 35 NBFR, a Pass Through Financing Project in Commissioner Pct. 3.

Background

This Change Order adds a new Contract item to compensate the Contractor for lowering an existing Atmos Gas service line at Driveway 1 of the Post Office located along FM 2243 in order to clear the grades of the new driveway profile. Atmos Gas required a minimum of 6 inches of clearance between the top of the gas line and the bottom of the concrete driveway, which caused the line to be lowered 18 inches. This Change Order does not add any days to the Contract time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

IH 35 NBFR CO 12

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/09/2015 03:05 PM
Form Started By: Dawn Haggard		Started On: 07/08/2015 12:09 PM
Final Approval Date: 07/09/2015		

Received
JUL 0 8 2015
HNTB Corporation
Round Rock

Received
JUL 0 1 2015
HNTB Corporation
Round Rock

RECEIVED
JUL 07 2015
BY: PST

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 12

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

1. CONTRACTOR: **Hunter Industries, Ltd.**
2. Change Order Work Limits: Sta. **(RM 2243) 20+00** to Sta. **(RM 2243) 21+00**
3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)
4. Reasons: **2G** (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

2G: Differing Site Conditions. Unadjusted utility (unforceseeable). This Change Order adds a new Contract item to compensate the Contractor to lower an existing Atmos Gas service line at Driveway 2 to the Post Office located along FM 2243 (Leander Road) in order to clear the grades of the new driveway profile. This Change Order is not eligible for FHWA participation.

6. Work to be performed in accordance with Items: **See Attached.**
7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions to the contract are attached: ☐ Yes ☑ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 6-24-15

By Carter Stone

Typed/Printed Name CARTER STONE

Typed/Printed Title ESTIMATOR

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$15,159.85**

RECOMMENDED FOR EXECUTION:

P.E. 7/7/15
Project Manager Date

N/A
Design Engineer Date

7/7/2015
Program Manager Date

Design Engineer's Seal:

N//A

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 12 ***Project # 13IFB00108***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
999-0031	ATMOS GAS SERVICE LINE RELOCATION	LS	$15,159.85	0.00	$0.00	1.00	1.00	$15,159.85	$15,159.85
TOTALS					$0.00			$15,159.85	$15,159.85

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Pass Through Financing Project

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

Change Order No. 12

Reason for Change

This Change Order adds a new Contract item to compensate the Contractor to lower an existing Atmos Gas service line at Driveway 2 to the Post Office located along FM 2243 (Leander Road) in order to clear the grades of the new driveway profile. During the removal of the existing Driveway 2 to the Post Office, an existing Atmos Gas service line was encountered which was determined to be in conflict with the reconstruction of the driveway. Atmos Gas requires a minimum of six (6) inches of clearance between the top of gas line and the bottom of the concrete driveway. As a result, the gas line was required to be lowered eighteen (18) inches. The relocation work was performed by a subcontractor approved by Atmos Gas.

Following is a summary of the new Contract items required for this Change Order. This Change Order is not eligible for FHWA participation.

Item	Description	Unit	Qty
999-0031	ATMOS GAS SERVICE LINE RELOCATION	LS	1.00

This Change Order results in a net increase of $15,159.85 to the Contract amount, for an adjusted Contract amount of $19,552,420.50. The original Contract amount was $18,690,161.52. As a result of this and all Change Orders to date, $862,258.98 has been added to the Contract resulting in a 4.61% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HDR Engineering, Inc.

Joe Crable
Resident Representative

AUSTIN ENGINEERING CO., INC.
PO Box 342349
Austin, TX 78734-2349

INVOICE

INVOICE #15074
DATE: MARCH 12, 2015

TO:
HUNTER INDUSTRIES, LTD.
P.O. BOX 2109
SAN MARCOS, TEXAS 78667-2109

COMMENTS OR SPECIAL INSTRUCTIONS:
WILLIAMSON IH 35 / 13IFB00108
JOB/CONTRACT #1921/AECI

SALESPERSON	P.O. NUMBER	REQUISITIONER	JOB #	PROJECT	TERMS
AK	13IFB00108	AK	15000-2	WSON IH 35	Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1 LS	LOWER GAS LINE @ DRIVEWAY NO. 2 – GEORGETOWN POST OFFICE	$14,295.00	$14,295.00
		SUBTOTAL	$14,295.00
		SALES TAX	0.00
		TOTAL DUE	$14,295.00

Allowable Subcontractor Markup (5%)	$ 714.75
Subtotal	$15,009.75
Allowable Bond Markup (1%)	$ 150.10
TOTAL	$15,159.85

Make all checks payable to AUSTIN ENGINEERING CO., INC.
If you have any questions concerning this invoice, contact Angela Walton @ 512-327-1464 or email awalton@aecoi.net

Thank you for your business!

Commissioners Court - Regular Session **24.**

Meeting Date: 07/14/2015

2013 Road Bond Allocation

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the 2013 Road Bond allocation of $100 million bonds issued in May 2015.

Background

See attached spreadsheet for the details of the 2013 road bond allocation of funds labeled Phase 2 budget to specified projects.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Road Bond Memo

2013 RB Spreadsheet

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/02/2015 10:03 AM
Form Started By: Pam Navarrette		Started On: 07/01/2015 03:16 PM
Final Approval Date: 07/02/2015		

1508 S. Lamar Blvd.
Austin, Texas 78704
(512) 445-7074 voice
(512) 445-7064 fax

Prime Strategies, Inc.

Memo

To: Pam Navarrette
Williamson County Auditor's Office

From: Michael J. Weaver

Cc: Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County
Richard Ridings, P.E., HNTB

Date: 6/22/2015

Re: 2013 Road Bond Project Budgets – Allocation of Second $100.0 Million Bond Sale

---

Please find attached the proposed budget allocation for the second $100.0 million bond sale. These funds were allocated to the existing projects (P#'s) based on the status of the projects (ROW acquisition, construction schedule, etc.). Also this budget allocation fully funds all of the City ILA's currently being developed.

We have a new project (need a new P#) for TxDOT Partnerships/Participation. We did not allocate any of the first bond sale to this "bucket" approved by the Court when it called the election in August 2013. Also, there are projects which will need additional funding to complete them. We propose to fully fund these projects out of the last (next) bond sale.

Last, we are updating the project schedules and cash flows. As such we should be able to give you a realistic cash flow & draw schedule for the second $100.0 million. We should have that information to you in the next couple of days.

Let me know if you have any questions before we submit this proposed budget for approval by the Commissioners Court.

2013 Road Bond Program Budgets

Submitted for Consideration & Approval by Commissioners Court

P No.	PROJECT	PHASE 1 BUDGET	PHASE 2 BUDGET	TOTAL
	PRECINCT 1			
P279	Avery Ranch Rd @ Pearson Ranch Rd Intersection Improvements	$ 500,000.00	$ -	$ 500,000.00
P225	Forest North Drainage Improvements	$ 2,000,000.00	$ 500,000.00	$ 2,500,000.00
P309	Pond Springs Rd Area Drainage Improvements	$ 1,000,000.00	$ -	$ 1,000,000.00
P224	North Mays Extension (Paloma Dr to Oakmont Dr)	$ 2,500,000.00	$ 7,000,000.00	$ 9,500,000.00
P235	RM 620 (Wyoming Springs to Deep Wood) Phase 2	$ 2,500,000.00	$ 7,000,000.00	$ 9,500,000.00
P270	Great Oaks Drive @ Hairy Man Rd Bridge Replacement	$ 4,000,000.00	$ -	$ 4,000,000.00
P284	Hairy Man Rd/Brushy Creek Rd Safety Study	$ 800,000.00	$ 1,500,000.00	$ 2,300,000.00
P223	Howard Lane Extension (SH 45 to Anderson Mill Rd) Phase 1A	$ 800,000.00	$ -	$ 800,000.00
P236	North Mays Widening	$ 1,500,000.00	$ -	$ 1,500,000.00
P278	Neenah Avenue Widening	$ 1,500,000.00	$ 750,000.00	$ 2,250,000.00
P281	O'Connor Drive @ RM 620 Traffic Study	$ 250,000.00	$ -	$ 250,000.00
P221	Pearson Ranch Rd (S of Avery Ranch Rd to SH 45)	$ 4,000,000.00	$ -	$ 4,000,000.00
P227	University Boulevard Widening (IH35 To Sunrise Rd) - Round Rock ILA	$ 2,500,000.00	$ 2,500,000.00	$ 5,000,000.00
	TOTAL PRECINCT 1	**$ 23,850,000.00**	**$ 19,250,000.00**	**$ 43,100,000.00**

PRECINCT 2				
P314	Hero Way West (Lakeline Blvd to US 183) - Leander ILA	$ 1,500,000.00	$ 7,500,000.00	$ 9,000,000.00
P242	Little Elm Trail (Lakeline Blvd to US 183) - Cedar Park ILA	$ 4,000,000.00	$ -	$ 4,000,000.00
P229	FM 1431 (Cottonwood Creek Tr to Market St) - Cedar Park ILA	$ -	$ 1,200,000.00	$ 1,200,000.00
P317	Bagdad Rd North (CR 280 to RM 2243)	$ 4,000,000.00	$ 1,000,000.00	$ 5,000,000.00
P277	CR 258 Extension (US 183 to Sunset Ridge Drive)	$ 1,000,000.00	$ -	$ 1,000,000.00
P256	CR 258 Widening (Sunset Ridge Drive to Reagan Blvd)	$ 5,500,000.00	$ -	$ 5,500,000.00
P282	New Hope Drive Ph 1 (Cottonwood Creek to Reagan Blvd) - Cedar Park ILA	$ 1,800,000.00		$ 1,800,000.00
P283	New Hope Drive Ph 2A (Reagan Blvd to Sam Bass Rd)	$ 1,000,000.00		$ 1,000,000.00
P271	Seward Junction Southeast (US 183 to SH 29)	$ 1,500,000.00	$ 1,500,000.00	$ 3,000,000.00
P274	Seward Junction Southwest (SH 29 @ CR 213 to US 183)	$ 2,000,000.00	$ 2,500,000.00	$ 4,500,000.00
P285	CR 200 schematic (SH29 to CR 236)	$ 1,800,000.00	$ 4,500,000.00	$ 6,300,000.00
P286	Kauffman Loop Ph 2A (NW Reagan Blvd. to SH 29)	$ 500,000.00		$ 500,000.00
P318	Anderson Mill Road - Cedar Park ILA		$ 4,500,000.00	$ 4,500,000.00
	TOTAL PRECINCT 2	**$ 24,600,000.00**	**$ 22,700,000.00**	**$ 47,300,000.00**

PRECINCT 3				
P237	DB Wood at SH 29 Intersection Improvements	$ 1,500,000.00	$ 3,000,000.00	$ 4,500,000.00
P231	Reagan Blvd @ IH35 Bridge Replacement Phase 1	$ 2,750,000.00	$ 2,000,000.00	$ 4,750,000.00
P243	SW Bypass/SH 29 Bypass/Inner Loop (IH-35 to FM 2243)	$ 2,000,000.00	$ 7,000,000.00	$ 9,000,000.00
P239	Arterial A North Ph 2A - University to Sam Houston	$ 500,000.00	$ -	$ 500,000.00
P276	Arterial H Extension (CR 175 to Massey Way)	$ 1,000,000.00	$ 1,000,000.00	$ 2,000,000.00
P307	C Bud Stockton Loop Extension (CR 305 to FM 487)	$ 500,000.00	$ 300,000.00	$ 800,000.00
P275	CR 175 Extension (RM 2243 to Hero Way) - ON HOLD	$ -	$ -	$ -
P287	CR 175 Ph 3A (Creekside Meadows to RM 2243)	$ 2,000,000.00	$ 2,000,000.00	$ 4,000,000.00
P241	CR 176 @ RM 2243 Intersection Improvements	$ 1,500,000.00	$ -	$ 1,500,000.00
P306	CR 305 @ IH 35 Ph 1 Bridge Replacement	$ 1,750,000.00		$ 1,750,000.00
P251	Inner Loop Safety Improvements: LTL @ Central Maintenance Facility	$ 1,000,000.00	$ 500,000.00	$ 1,500,000.00
P226	Inner Loop LTL @ WilCo Way	$ 1,000,000.00	$ 2,000,000.00	$ 3,000,000.00
P308	Patriot Way @ SH 29 Intersection Improvements	$ 500,000.00	$ 250,000.00	$ 750,000.00
P234	RM 2243 @ Escalera Pwky Intersection Improvements	$ 500,000.00	$ 250,000.00	$ 750,000.00
P238	Reagan Blvd Extension (IH 35 TO SH 95)	$ 500,000.00	$ 250,000.00	$ 750,000.00
P291	SH 29 @ Cedar Hollow Intersection Improvements	$ 500,000.00		$ 500,000.00
P292	Westinghouse Rd (CR 111) (FM 1460 to SH 130)	$ 4,000,000.00	$ 4,000,000.00	$ 8,000,000.00
P293	Kauffman Loop Ph 1A (NE corner Reagan @ SH 29)	$ 1,000,000.00	$ -	$ 1,000,000.00
	TOTAL PRECINCT 3	**$ 22,500,000.00**	**$ 22,550,000.00**	**$ 45,050,000.00**

PRECINCT 4				
P269	CR 101 (US 79 to FM 1660)	$ 1,500,000.00	$ 4,000,000.00	$ 5,500,000.00
P260	CR 110 Phase 1 (US 79 to Limmer Loop) South	$ 10,000,000.00	$ -	$ 10,000,000.00
P261	CR 110 Phase 2 (Limmer Loop to CR 107) Middle	$ 2,500,000.00	$ 2,500,000.00	$ 5,000,000.00
P228	Kenney Fort Boulevard Phase 1 (Forest Creek Blvd to Gattis School Rd)	$ 2,000,000.00	$ 1,300,000.00	$ 3,300,000.00
P294	Chandler Rd Extension (SH 95 to FM 619) Phase 1	$ 500,000.00	$ -	$ 500,000.00
P295	CR 112 (FM 1460 TO SH 130) Phase 1	$ 1,500,000.00	$ -	$ 1,500,000.00
P214	CR 119/Ed Schmidt Blvd Extension Ph 1 (Limmer Loop to Chandler Rd)	$ 1,500,000.00	$ 4,000,000.00	$ 5,500,000.00
P296	CR 366 Widening (Chandler Rd to Carlos G Parker Blvd)	$ 800,000.00	$ 1,000,000.00	$ 1,800,000.00
P297	East Williamson County Park Access Rd	$ 1,500,000.00	$ 2,000,000.00	$ 3,500,000.00
P298	SH 130 Frontage Rds Ph 1	$ 1,000,000.00	$ 2,500,000.00	$ 3,500,000.00
P299	SH 130 Frontage Rds Ph 2	$ 500,000.00	$ 1,000,000.00	$ 1,500,000.00
P302	SH 130 Frontage Rds Ph 3	$ 250,000.00	$ 750,000.00	$ 1,000,000.00
P304	Arterial A North Ph 1A (Chandler Creek Blvd to University Blvd)	$ 400,000.00	$ -	$ 400,000.00
P305	Chandler Rd @ FM 1660 Intersection Improvements	$ 650,000.00	$ -	$ 650,000.00
	TOTAL PRECINCT 4	**$ 24,600,000.00**	**$ 19,050,000.00**	**$ 43,650,000.00**

PRELIMINARY 2013 ROAD BOND BUDGETS SUMMARY	PHASE 1	PHASE 2	TOTAL
Precinct 1	$23,850,000.00	$19,250,000.00	$43,100,000.00
Precinct 2	$24,600,000.00	$22,700,000.00	$47,300,000.00
Precinct 3	$22,500,000.00	$22,550,000.00	$45,050,000.00
Precinct 4	$24,600,000.00	$19,050,000.00	$43,650,000.00
PRECINCT TOTAL	**$95,550,000.00**	**$83,550,000.00**	**$179,100,000.00**
Professional Services	$7,000,000.00	$7,000,000.00	$14,000,000.00
Program Management			
Construction Management			
ROW Acquisition Services			
Utility Coordination			
TxDOT Partnership/Participation	$0.00	$9,500,000.00	$9,500,000.00
SUBTOTAL	**$7,000,000.00**	**$16,500,000.00**	**$23,500,000.00**
GRAND TOTAL	**$102,550,000.00**	**$100,050,000.00**	**$202,600,000.00**

NOTE: Phase 1 Road Bond Projects Approved by Commissioners Court **JUNE 3, 2014**

Commissioners Court - Regular Session **25.**

Meeting Date: 07/14/2015

CR 119 Farm/Crop Lease

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a Farm/Crop Lease with Rick Kruger and Timothy Kruger for ROW needed on CR 119. (PARCEL 8)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Crop Lease

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/09/2015 03:05 PM
Form Started By: Charlie Crossfield		Started On: 07/09/2015 10:16 AM
Final Approval Date: 07/09/2015		

FARM/CROP LEASE AGREEMENT
CR 119 Right of Way—Parcel 8

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

That this lease agreement made and entered into this _____ day of _____, 2015, by and between WILLIAMSON COUNTY, TEXAS ("Lessor"), and RICK D. KRUGER and TIMOTHY R. KRUGER ("Lessee").

WITNESSETH

I.

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately 7.5972 acres situated in Williamson County, Texas, as described in Exhibit "A" (the "Premises").

II.

The term of his lease shall be for a period of one year, commencing on the date indicated above, and shall automatically renew for successive one year periods unless sooner terminated pursuant to the provisions of this Agreement. The yearly rental shall be one dollar ($1.00) payable in advance on the annual anniversary of the commencement date.

III.

Lessee shall use the Premises solely for the purpose of growing and farming crops, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. For and during the entire term of this lease, Lessee agrees that Lessee shall: (1) only use the Premises in such a prudent manner so as to preserve and protect the land and soil; (2) surrender the Premises to the Lessor upon termination of this agreement in at least as good a condition as the Premises was in on the date of this lease agreement; (3) obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises; and (4) allow Lessor to inspect the Premises and conduct any analysis and testing required by Lessor in connection with its proposed CR 119 construction project . Without the express written consent of the Lessor, Lessee shall not: (1) use the Premises for any purpose other than farming, including hunting and fishing; (2) alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of manufactured housing or mobile home; (3) assign Lessee's rights or obligations under this agreement or sublet the Premises.

III.

LESSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD LESSOR HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING OUT OF LESSEE'S USE OF THE PREMISES. LESSEE AGREES TO RELEASE LESSOR FROM ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO LESSEE OR TO LESSEE'S PROPERTY LOCATED ON THE PREMISES. THE INDEMNITY AND RELEASE CONTAINED IN THIS PARAGRAPH: (1) ARE INDEPENDENT OF LESSEE'S INSURANCE; (2) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS; AND (3) WILL SURVIVE THE END OF THE TERM.

IV.

At any time beginning after January 1, 2016, Lessor may terminate this agreement without cause forty five (45) days after giving Lessee written notice of cancellation sent by first class mail to the address of Lessee listed below. Any growing crops or other improvements remaining on the Premises on the date of termination shall automatically become the property of Lessor and are subject to damage or removal without compensation. Notwithstanding any other provision in this lease agreement, any physical additions or improvements to the Premises made by Lessee will become the property of Lessor.

V.

LESSEE IS RELYING ON HIS OWN EXAMINATION OF THE PREMISES AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

LESSOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Date: _____

LESSEE:

Rick D. Kruger

Date: 7-1-15

Address: 5090 CR 100
Hutto, Tx 78634

Timothy R. Kruger

Date: 7/1/2015

Address: 120 Gabriel Mendoza Dr
Hutto Tx 78634

EXHIBIT A

County: Williamson
Parcel No.: 8
Highway: C.R. 119
Limits: C.R. 164 (Limmer Loop) to Chandler Road

DESCRIPTION FOR PARCEL 8

DESCRIPTION OF A 7.5972 ACRE (330,934 SQ.FT.) TRACT OF LAND LOCATED IN THE JAMES NIEL SURVEY, ABSTRACT NO. 477 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 100.98 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO RICHARD D. KRUGER AND RICHARD H. KRUGER, RECORDED IN DOCUMENT NO. 9838805, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), SAID 7.5972 ACRE (330,934 SQ.FT.) TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of County Road (C.R.) 119 Engineer's Centerline Station (E.C.S.) 80+60.63, on the north line of a called 57.895 acre tract of land described in a General Warranty Deed to Ventana Hills, Ltd., and recorded in Document No. 2007068155 O.P.R.W.C.TX., and south line of said 100.98 acre tract, said point also being on the proposed west right-of-way line of C.R. 119, and the **POINT OF BEGINNING** and the southwest corner of the tract described herein, from which a 1/2-inch iron rod found for the southwest corner of said 100.98 acre tract bears S 68°41'13" W, a distance of 21.96 feet;

1) **THENCE,** through the interior of said 100.98 acre tract, with the proposed curving west right-of-way line of said C.R. 119, being a curve to the right, an arc distance of 335.03 feet, through a central angle of 07°29'54", having a radius of 2,560.00 feet, and a chord that bears N 25°04'23" W, a distance of 334.80 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of E.C.S. 83+87.81;

THENCE, with the proposed west right-of-way line of said C.R. 119, and the east line of said 57.895 acre tract and the west line of said 100.98 acre tract the following two (2) courses and distances numbered 2-3:

2) N 21°19'25" W, a distance of 35.76 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of E.C.S. 84+23.57, and

3) N 21°18'47" W, a distance of 47.30 feet to a 1/2-inch iron rod found 59.97 feet left of E.C.S. 84+70.87 for the most northerly northeast corner of said 57.895 acre tract and the southeast corner of a called Lot 18, Block F, of the Cottonwood Creek Subdivision, Section 2, Cabinet U, Slide 282, of the Plat Records of Williamson County, Texas (P.R.W.C.TX.) and recorded in Document Number 2001042194, O.P.R.W.C.TX.;

THENCE, with the proposed west right-of-way line of said C.R. 119 and the east line of said Cottonwood Creek Subdivision, passing Lots 1 through 18, the following two (2) courses and distances numbered 4-5:

4) N 21°18'47" W, distance of 2,239.53 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 59.58 feet left of E.C.S. 107+10.41, and

5) N 21°18'47" W, distance of 50.00 feet to a calculated point for the northeast corner of said Lot 1, on the existing south right-of-way line of County Road (C.R.) 118 (no record information found) from which a 1/2-inch iron rod found for the northwest corner of said Lot 1 bears S 68°38'51" W, a distance of 247.12 feet;

THENCE, with the existing south right-of-way line of said C.R. 118, the following two (2) courses and distances numbered 6-7:

6) N 21°18'47" W, a distance of 21.00 feet to a calculated point for the northwest corner of said 100.98 acre tract and the tract described herein, and

7) N 68°42'55" E, a distance of 301.19 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 241.63 feet right of E.C.S. 107+81.20, from which a 1/2-inch iron rod found for the northeast corner of said 100.98 acre tract, on the existing south right-of-way line of said C.R. 118, bears N 68°42'55" E, a distance of 1,300.60 feet;

THENCE, with the proposed east right-of-way line of said C.R.119, the following nine (9) courses and distances numbered 8-16:

8) N 21°18'28" E, a distance of 10.52 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 241.63 feet right of E.C.S. 107+70.68,

9) S 68°41'32" W, a distance of 131.63 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 110.00 feet right of E.C.S. 107+70.72,

10) S 23°41'03" W, a distance of 70.70 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 107+20.73,

11) S 21°19'25" E, a distance of 970.73 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 97+50.00,

12) N 68°40'35" E, a distance of 10.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 70.00 feet right of E.C.S. 97+50.00,

13) S 21°19'25" E, a distance of 85.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 70.00 feet right of E.C.S. 96+65.00,

14) S 68°40'35" W, a distance of 10.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 96+65.00,

15) S 21°19'25" E, a distance of 1,277.19 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 83+87.81 for the beginning of a curve to the left, and

16) with the proposed curving east right-of-way line of said C.R. 119, being a curve to the left, an arc distance of 335.15 feet, through a central angle of 07°52'12", having a radius of 2,440.00 feet, and a chord that bears S 25°15'31" E, a distance of 334.89 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 80+44.42, said point being on the north line of said 57.895 acre tract and the south line of said 100.98 acre tract, for the southeast corner of the tract described herein, from which a 1/2-inch iron rod found for the northeast corner of said 57.895 acre tract and the southeast corner of said 100.98 acre tract bears N 68°41'13" E, a distance of 1,476.60 feet;

17) **THENCE** S 68°41'13" W, with the common line of said 100.98 acre tract and said 57.895 acre tract, a distance of 121.09 feet to the proposed west right-of-way line of said C.R. 119 and the **POINT OF BEGINNING**, and containing 7.5972 acres (330,934 sq.ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000122465.

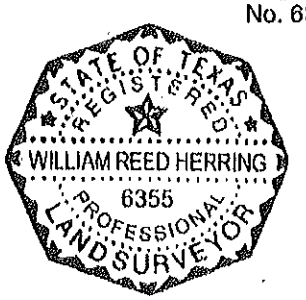
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

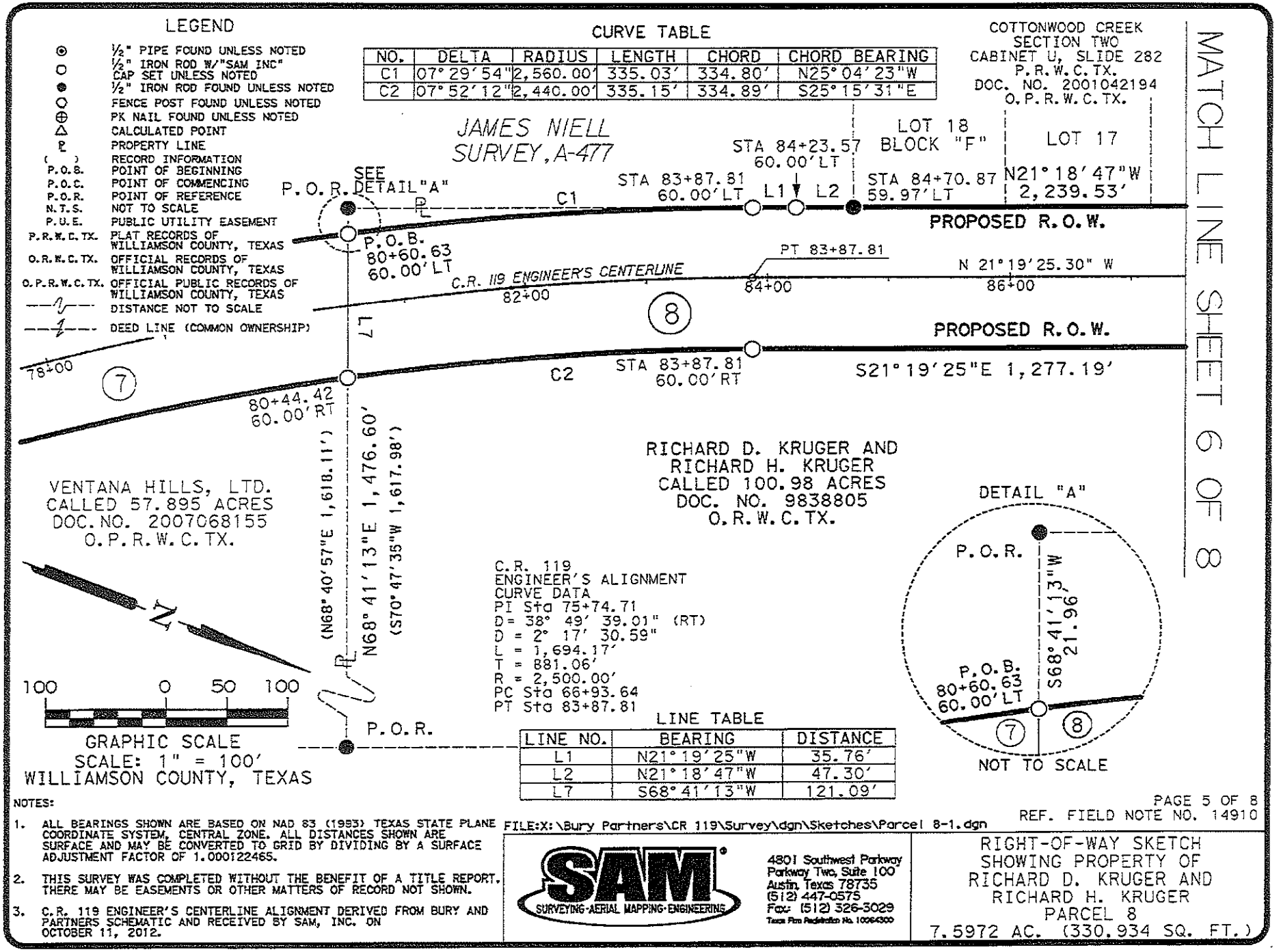
That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 5th day of August, 2014 A.D.

SURVEYING AND MAPPING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300

William Reed Herring
Registered Professional Land Surveyor
No. 6355-State of Texas





NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD 83 (1993) TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000122465.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.
3. C.R. 119 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM BURY AND PARTNERS SCHEMATIC AND RECEIVED BY SAM, INC. ON OCTOBER 11, 2012.

REF. FIELD NOTE NO. 14910

FILE:X:\Bury Partners\CR 119\Survey\dgn\Sketches\Parcel 8-1.dgn

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
RICHARD D. KRUGER AND
RICHARD H. KRUGER
PARCEL 8
7.5972 AC. (330,934 SQ. FT.)

LEGEND

⊙	½" PIPE FOUND UNLESS NOTED
○	½" IRON ROD W/"SAM INC" CAP SET UNLESS NOTED
●	½" IRON ROD FOUND UNLESS NOTED
○	FENCE POST FOUND UNLESS NOTED
⊕	PK NAIL FOUND UNLESS NOTED
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
P.U.E.	PUBLIC UTILITY EASEMENT
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—|—	DISTANCE NOT TO SCALE
—|—	DEED LINE (COMMON OWNERSHIP)

MATCH LINE SHEET 5 OF 8

COTTONWOOD CREEK
SECTION TWO
CABINET U, SLIDE 282
P.R.W.C.TX.
DOC. NO. 2001042194
O.P.R.W.C.TX.

LOT 16 | LOT 15 | LOT 14 | LOT 13 | LOT 12 | LOT 11

N21°18'47"W 2,239.53'

PROPOSED R.O.W.

N 21°19'25.30" W

C.R. 119 ENGINEER'S CENTERLINE

88+00 | 90+00 | 92+00 | 94+00

⑧

S21°19'25"E 1,277.19'

PROPOSED R.O.W.

MATCH LINE SHEET 7 OF 8

RICHARD D. KRUGER AND
RICHARD H. KRUGER
CALLED 100.98 ACRES
DOC. NO. 9838805
O.R.W.C.TX.

JAMES NIELL
SURVEY, A-477

N

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 14910

FILE:X:\Bury Partners\CR 119\Survey\dgn\Sketches\Parcel 8-2.dgn

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
RICHARD D. KRUGER AND
RICHARD H. KRUGER
PARCEL 8
7.5972 AC. (330,934 SQ. FT.)

LEGEND

⊙	½" PIPE FOUND UNLESS NOTED
○	½" IRON ROD W/"SAM INC" CAP SET UNLESS NOTED
●	½" IRON ROD FOUND UNLESS NOTED
○	FENCE POST FOUND UNLESS NOTED
⊕	PK NAIL FOUND UNLESS NOTED
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
P.U.E.	PUBLIC UTILITY EASEMENT
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—/—	DISTANCE NOT TO SCALE
—℄—	DEED LINE (COMMON OWNERSHIP)

MATCH LINE SHEET 6 OF 8

MATCH LINE SHEET 8 OF 8

JAMES NIELL SURVEY, A-477

COTTONWOOD CREEK
SECTION TWO
CABINET U, SLIDE 282
P.R.W.C.TX.
DOC. NO. 2001042194
O.P.R.W.C.TX.

LOT 10 | LOT 9 BLOCK "F" | LOT 8 | LOT 7 | LOT 6

N21°18'47"W 2,239.53'

PROPOSED R.O.W.

⑧

N 21°19'25.30" W

C.R. 119 ENGINEER'S CENTERLINE

96+00 | 98+00 | 100+00

SEE DETAIL "B"

SEE DETAIL "C"

PROPOSED R.O.W.

S21°19'25"E 1,277.19'

L6

S21°19'25"E 970.73'

DETAIL "B"

STA 96+65.00
60.00'RT

S21°19'25"E
1,277.19'

S68°40'35"W
10.00'

⑧

L6

STA 96+65.00
70.00'RT

NOT TO SCALE

DETAIL "C"

STA 97+50.00
60.00'RT.

S21°19'25"E
970.73'

N68°40'35"E
10.00'

⑧

L6

STA 97+50.00
70.00'RT

NOT TO SCALE

RICHARD D. KRUGER AND
RICHARD H. KRUGER
CALLED 100.98 ACRES
DOC. NO. 9838805
O.R.W.C.TX.

N

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

LINE TABLE

LINE NO.	BEARING	DISTANCE
L6	S21°19'25"E	85.00'

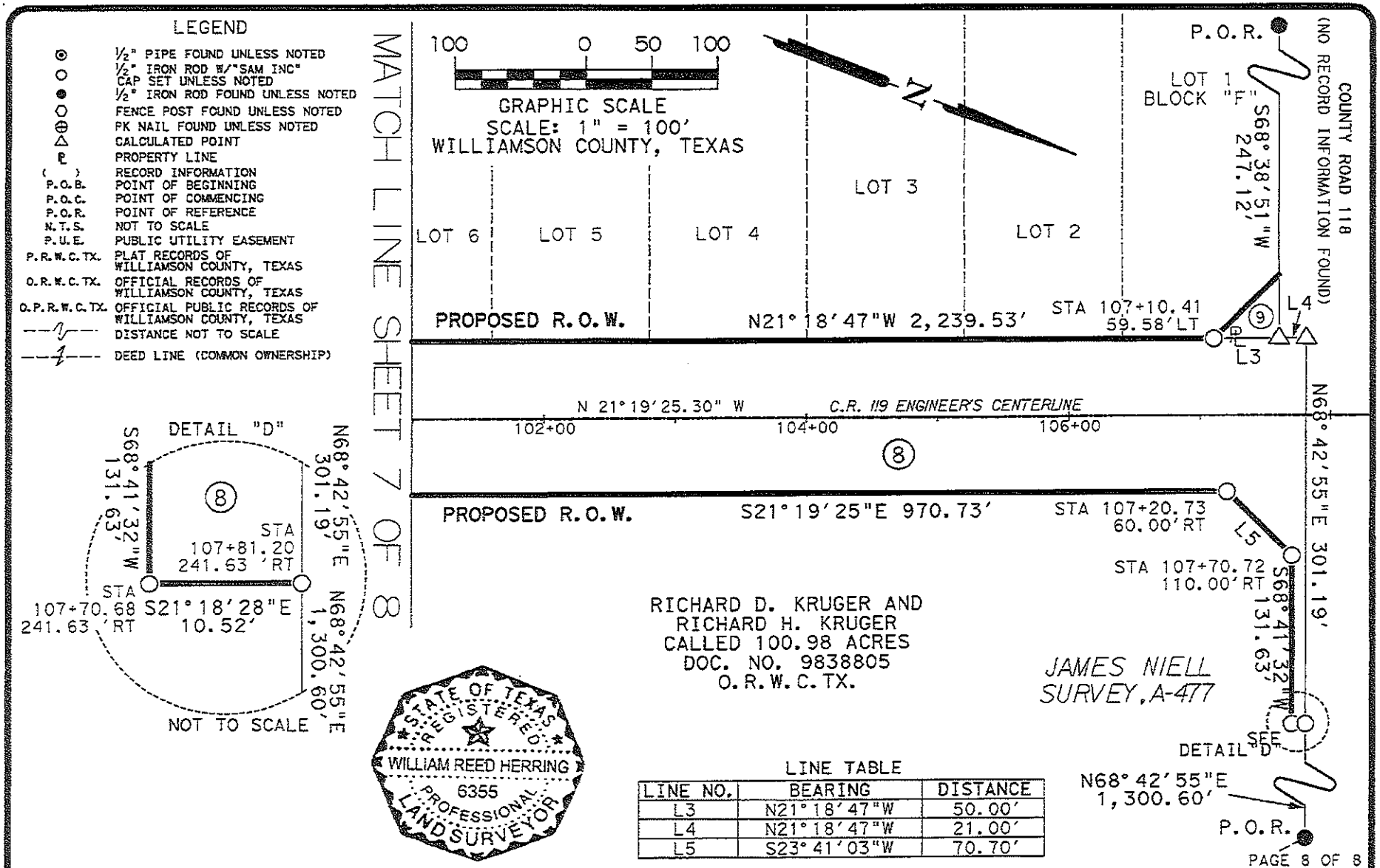
REF. FIELD NOTE NO. 14910

FILE:X:\Bury Partners\CR 119\Survey\dgn\Sketches\Parcel 8-3.dgn

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 100064300

RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF RICHARD D. KRUGER AND RICHARD H. KRUGER

PARCEL 8
7.5972 AC. (330,934 SQ. FT.)



LINE TABLE

LINE NO.	BEARING	DISTANCE
L3	N21°18'47"W	50.00'
L4	N21°18'47"W	21.00'
L5	S23°41'03"W	70.70'

REF. FIELD NOTE NO. 14910

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

8/5/2014
DATE

FILE:X:\Bury Partners\CR 119\Survey\dgn\Sketches\Parcel 8-4.dgn

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
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Fax (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
RICHARD D. KRUGER AND
RICHARD H. KRUGER
PARCEL 8
7.5972 AC. (330,934 SQ. FT.)

Commissioners Court - Regular Session **26.**

Meeting Date: 07/14/2015

CR 119 Farm/Crop Lease

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a Farm/Crop Lease with Rick Kruger and Timothy Kruger for ROW needed on CR 119. (PARCEL 11)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Crop Lease

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/09/2015 03:05 PM
Form Started By: Charlie Crossfield		Started On: 07/09/2015 10:18 AM
Final Approval Date: 07/09/2015		

FARM/CROP LEASE AGREEMENT
CR 119 Right of Way—Parcel 11

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

That this lease agreement made and entered into this _____ day of _____, 2015, by and between WILLIAMSON COUNTY, TEXAS ("Lessor"), and RICK D. KRUGER and TIMOTHY R. KRUGER ("Lessee").

WITNESSETH

I.

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately 3.4408 acres situated in Williamson County, Texas, as described in Exhibit "A" (the "Premises").

II.

The term of his lease shall be for a period of one year, commencing on the date indicated above, and shall automatically renew for successive one year periods unless sooner terminated pursuant to the provisions of this Agreement. The yearly rental shall be one dollar ($1.00) payable in advance on the annual anniversary of the commencement date.

III.

Lessee shall use the Premises solely for the purpose of growing and farming crops, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. For and during the entire term of this lease, Lessee agrees that Lessee shall: (1) only use the Premises in such a prudent manner so as to preserve and protect the land and soil; (2) surrender the Premises to the Lessor upon termination of this agreement in at least as good a condition as the Premises was in on the date of this lease agreement; (3) obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises; and (4) allow Lessor to inspect the Premises and conduct any analysis and testing required by Lessor in connection with its proposed CR 119 construction project . Without the express written consent of the Lessor, Lessee shall not: (1) use the Premises for any purpose other than farming, including hunting and fishing; (2) alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of manufactured housing or mobile home; (3) assign Lessee's rights or obligations under this agreement or sublet the Premises.

III.

LESSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD LESSOR HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING OUT OF LESSEE'S USE OF THE PREMISES. LESSEE AGREES TO RELEASE LESSOR FROM ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO LESSEE OR TO LESSEE'S PROPERTY LOCATED ON THE PREMISES. THE INDEMNITY AND RELEASE CONTAINED IN THIS PARAGRAPH: (1) ARE INDEPENDENT OF LESSEE'S INSURANCE; (2) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS; AND (3) WILL SURVIVE THE END OF THE TERM.

IV.

At any time beginning after January 1, 2016, Lessor may terminate this agreement without cause forty five (45) days after giving Lessee written notice of cancellation sent by first class mail to the address of Lessee listed below. Any growing crops or other improvements remaining on the Premises on the date of termination shall automatically become the property of Lessor and are subject to damage or removal without compensation. Notwithstanding any other provision in this lease agreement, any physical additions or improvements to the Premises made by Lessee will become the property of Lessor.

V.

LESSEE IS RELYING ON HIS OWN EXAMINATION OF THE PREMISES AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

LESSOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Date: _____

LESSEE:

Rick D. Kruger

Date: 7-1-15

Address: 5090 CR 100
Hutto, Tx 78634

Timothy R. Kruger

Date: 7/1/2015

Address: 120 Gabriel Meadows Dr
Hutto TX 78634

EXHIBIT A

County: Williamson
Parcel No.: 11
Highway: C.R. 119
Limits: C.R. 164 (Limmer Loop) to Chandler Road

DESCRIPTION FOR PARCEL 11

DESCRIPTION OF A 3.4408 ACRE (149,883 SQ.FT.) TRACT OF LAND LOCATED IN THE GEORGE KIETH SURVEY, A-370 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 65.528 ACRE TRACT OF LAND, DESCRIBED IN DEED TO WILLIAMSON BROWN HOLDINGS, LP. RECORDED IN DOCUMENT NUMBER 2007096997 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 3.4408 ACRE (149,883 SQ.FT.) TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 70.00 feet left of County Road (C.R.) 119 Engineer's Centerline Station (E.C.S.) 123+02.81, on the southeast line of said 65.528 acre tract, the northwest line of a called 51 acre tract (First Tract) of land described in deed to Katherine J. Strand Revocable Trust (1/3) Interest, as recorded in Document No. 2010024929 O.P.R.W.C.TX., and on the proposed west right-of-way line of C.R. 119, for the **POINT OF BEGINNING** and the southeast corner of the tract described herein;

THENCE, with the proposed west right-of-way line of said C.R. 119, through the interior of said 65.528 acre tract, the following seven (7) courses and distances numbered 1-7:

1) N 07°12'20" W, a distance of 134.04 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 70.00 feet left of E.C.S. 124+35.00,

2) N 83°33'07"E, a distance of 10.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of E.C.S. 124+35.00, for the beginning of a curve to the right,

3) with the proposed curving west right-of-way line of said C.R. 119, being a curve to the right, an arc distance of 521.18 feet, through a central angle of 05°54'05", having a radius of 5,060.00 feet, and a chord that bears N 03°29'51" W, a distance of 520.95 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of E.C.S. 129+50.00,

4) S 89°27'12" W, a distance of 5.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 65.00 feet left of E.C.S. 129+50.00, for the beginning of a curve to the right,

5) with the proposed curving west right-of-way line of said C.R. 119, being a curve to the right, an arc distance of 376.47 feet, through a central angle of 04°15'31", having a radius of 5,065.00 feet, and a chord that bears N 01°34'57" E, a distance of 376.38 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 65.00 feet left of E.C.S. 133+21.64,

6) N 03°42'43" E, a distance of 133.26 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 65.00 feet left of E.C.S. 134+54.89, and

7) N 44°09'09" W, a distance of 67.43 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 115.00 feet left of E.C.S. 135+00.13, said point being on the existing south right-of-way line of Chandler Road, a variable width right-of-way, being a called 14.50 acre tract of land as dedicated to Williamson County, Texas, recorded in Document No. 2006018077 O.P.R.W.C.TX., for the southwest corner of the tract described herein;

8) **THENCE,** with the existing curving south right-of-way line of said Chandler Road, being a curve to the left, an arc distance of 230.08 feet, through a central angle of 05°07'02", having a radius of 2,576.15 feet, and a chord that bears S 86°02'47" E, a distance of 230.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 115.00 feet right of E.C.S. 134+99.16 said point being on the proposed east right-of-way line of said C.R. 119, from which a 5/8-inch iron rod stamped "JSCO" found for an angle point on the existing south right-of-way line of said Chandler Road bears S 88°42'16" E, a distance of 8.94 feet;

THENCE, with the proposed east right-of-way line of said C.R. 119, through the interior of said 65.528 acre tract, the following five (5) courses and distances numbered 9-13:

9) S 47°50'19" W, a distance of 71.81 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 65.00 feet right of E.C.S. 134+47.61,

10) S 03°42'43" W, a distance of 125.97 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 65.00 feet right of E.C.S. 133+21.64, for the beginning of a curve to the left,

11) with the proposed curving east right-of-way line of said C.R. 119, being a curve to the left, an arc distance of 268.11 feet, through a central angle of 03°06'46", having a radius of 4,935.00 feet, and a chord that bears S 02°09'20" W, a distance of 268.07 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 65.00 feet right of E.C.S. 130+50.00,

12) N 89°24'03" W, a distance of 5.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 130+50.00, for the beginning of a curve to the left, and

13) with the proposed curving east right-of-way line of said C.R. 119, being a curve to the left, an arc distance of 706.41 feet, through a central angle of 08°11'35", having a radius of 4,940.00 feet, and a chord that bears S 03°29'51" E, a distance of 705.80 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 123+35.01, said point being on the northwest line of said 51 acre tract and the southeast line of said 65.528 acre tract, for the northeast corner of the tract described herein;

14) **THENCE** S 68°17'39" W, with the northwest line of said 51 acre tract and the southeast line of said 65.528 acre tract, a distance of 133.94 feet to the **POINT OF BEGINNING**, and containing 3.4408 acres (149,883 sq.ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000122465.

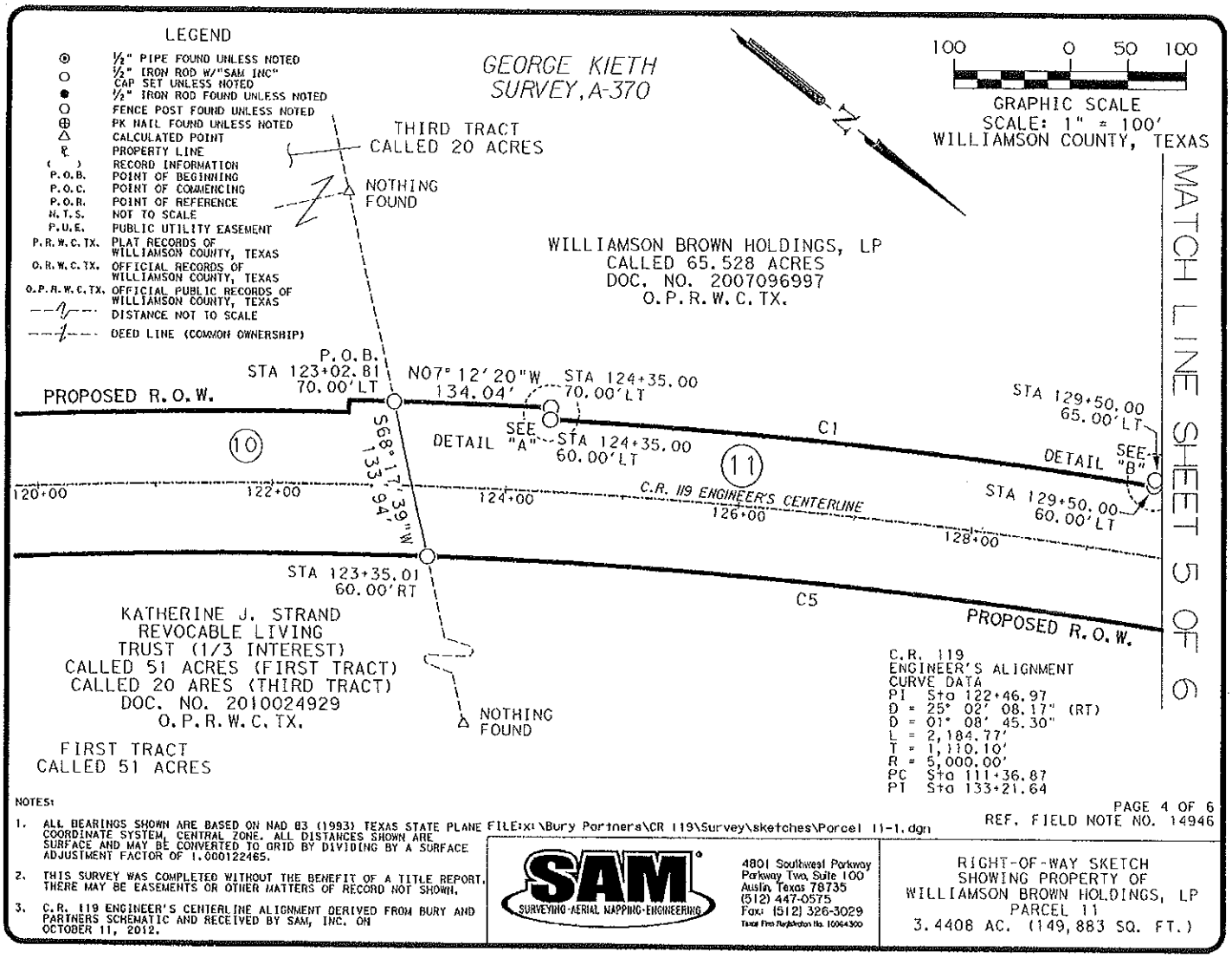
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 27th day of August, 2014 A.D.

SURVEYING AND MAPPING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300

William Reed Herring
Registered Professional Land Surveyor
No. 6355-State of Texas



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD 83 (1993) TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000122465.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.
3. C.R. 119 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM BURY AND PARTNERS SCHEMATIC AND RECEIVED BY SAM, INC. ON OCTOBER 11, 2012.

REF. FIELD NOTE NO. 14946

FILE:x:\Bury Partners\CR 119\Survey\sketches\Parcel 11-1.dgn

SAM
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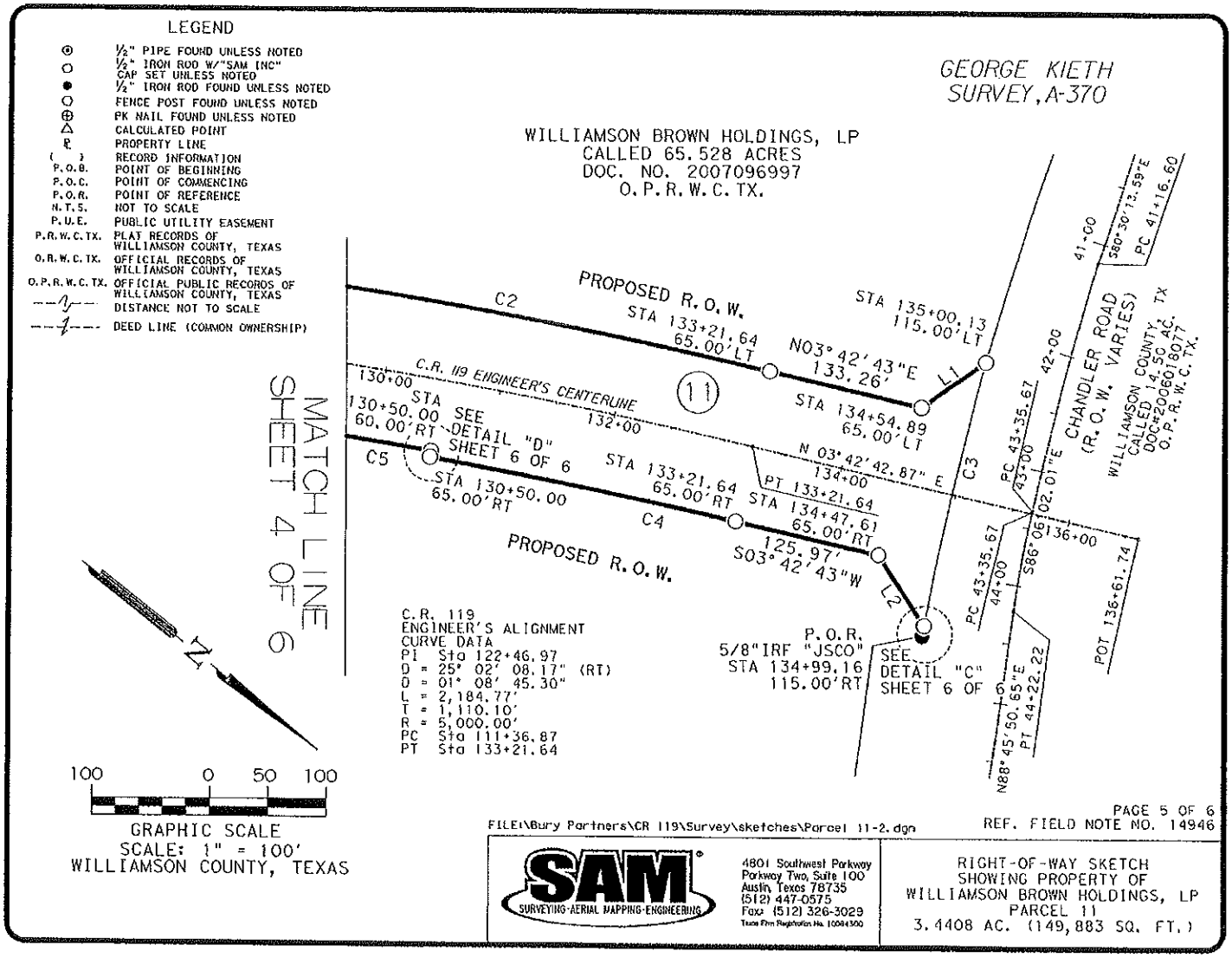
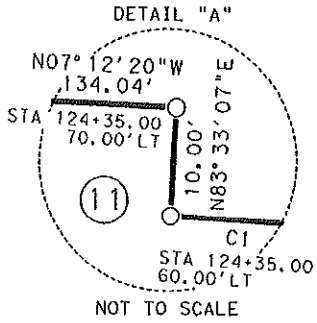
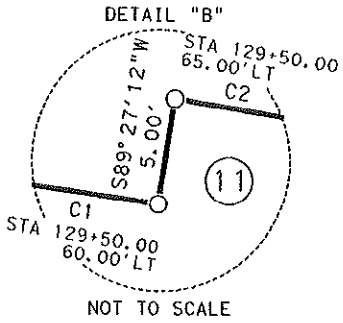
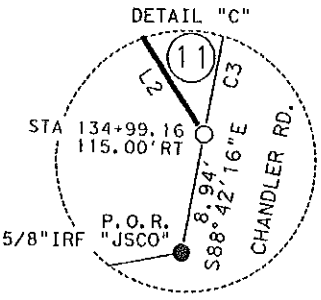
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

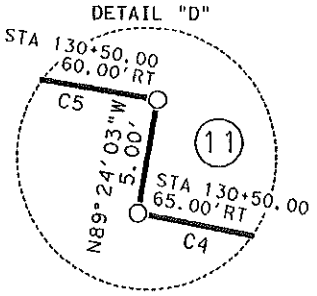
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
WILLIAMSON BROWN HOLDINGS, LP
PARCEL 11
3.4408 AC. (149,883 SQ. FT.)


LEGEND
½" PIPE FOUND UNLESS NOTED
½" IRON ROD W/"SAM INC" CAP SET UNLESS NOTED
½" IRON ROD FOUND UNLESS NOTED
FENCE POST FOUND UNLESS NOTED
PK NAIL FOUND UNLESS NOTED
CALCULATED POINT
PROPERTY LINE
( ) RECORD INFORMATION
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
P.O.R. POINT OF REFERENCE
N.T.S. NOT TO SCALE
P.U.E. PUBLIC UTILITY EASEMENT
P.R.W.C.TX. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
DISTANCE NOT TO SCALE
DEED LINE (COMMON OWNERSHIP)
GEORGE KIETH SURVEY, A-370
WILLIAMSON BROWN HOLDINGS, LP
CALLED 65.528 ACRES
DOC. NO. 2007096997
O.P.R.W.C.TX.
PROPOSED R.O.W.
STA 133+21.64
65.00'LT
C2
N03°42'43"E
133.26'
L1
STA 135+00.13
115.00'LT
STA 134+54.89
65.00'LT
C.R. 119 ENGINEER'S CENTERLINE
130+00
132+00
11
STA 130+50.00
60.00'RT
SEE DETAIL "D" SHEET 6 OF 6
C5
STA 130+50.00
65.00'RT
STA 133+21.64
65.00'RT
C4
PROPOSED R.O.W.
125.97'
S03°42'43"W
L2
STA 134+47.61
65.00'RT
N 03°42'42.87" E
134+00
PT 133+21.64
C3
PC 43+35.67
43+00
42+00
CHANDLER ROAD
(R.O.W. VARIES)
41+00
S80°30'13.59"E
PC 41+16.60
WILLIAMSON COUNTY, TX
CALLED 14.50 AC.
DOC#2006016077
O.P.R.W.C.TX.
S86°06'02.01"E
136+00
PC 43+35.67
44+00
POT 136+61.74
N88°45'50.65"E
PT 44+22.22
P.O.R.
5/8"IRF "JSCO"
STA 134+99.16
115.00'RT
SEE DETAIL "C" SHEET 6 OF 6
C.R. 119
ENGINEER'S ALIGNMENT
CURVE DATA
PI Sta 122+46.97
D = 25° 02' 08.17" (RT)
D = 01° 08' 45.30"
L = 2,184.77'
T = 1,110.10'
R = 5,000.00'
PC Sta 111+36.87
PT Sta 133+21.64
MATCH LINE
SHEET 4 OF 6
N
100 0 50 100
GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS
FILE:\Bury Partners\CR 119\Survey\sketches\Parcel 11-2.dgn
PAGE 5 OF 6
REF. FIELD NOTE NO. 14946
SAM
SURVEYING-AERIAL MAPPING-ENGINEERING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax (512) 326-3029
Texas Firm Registration No. 10064300
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
WILLIAMSON BROWN HOLDINGS, LP
PARCEL 11
3.4408 AC. (149,883 SQ. FT.)









CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	05° 54' 05"	5,060.00'	521.18'	520.95'	N03° 29' 51"W
C2	04° 15' 31"	5,065.00'	376.47'	376.38'	N01° 34' 57"E
C3	05° 07' 02"	2,576.15'	230.08'	230.00'	S86° 02' 47"E
C4	03° 06' 46"	4,935.00'	268.11'	268.07'	S02° 09' 20"W
C5	08° 11' 35"	4,940.00'	706.41'	705.80'	S03° 29' 51"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N44° 09' 09"W	67.43'
L2	S47° 50' 19"W	71.81'

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

8/27/2014
DATE

REF. FIELD NOTE NO. 14946

FILE:x:\Bury Partners\CR 119\Survey\sketches\Parcel 11-1.dgn

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Parkway Two, Suite 100
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(512) 447-0575
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Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
WILLIAMSON BROWN HOLDINGS, LP
PARCEL 11
3.4408 AC. (149,883 SQ. FT.)

Commissioners Court - Regular Session **27.**

Meeting Date: 07/14/2015

CR 119 Farm/Crop Lease

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a Farm/Crop Lease with Timothy Kruger for ROW needed on CR 119. (PARCEL 10)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Crop Lease

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/09/2015 03:05 PM
Form Started By: Charlie Crossfield		Started On: 07/09/2015 10:20 AM
Final Approval Date: 07/09/2015		

FARM/CROP LEASE AGREEMENT
CR 119 Right of Way—Parcel 10

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

That this lease agreement made and entered into this _____ day of _____, 2015, by and between WILLIAMSON COUNTY, TEXAS ("Lessor"), and TIMOTHY R. KRUGER ("Lessee").

WITNESSETH

I.

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately 4.2822 acres situated in Williamson County, Texas, as described in Exhibit "A" (the "Premises").

II.

The term of his lease shall be for a period of one year, commencing on the date indicated above, and shall automatically renew for successive one year periods unless sooner terminated pursuant to the provisions of this Agreement. The yearly rental shall be one dollar ($1.00) payable in advance on the annual anniversary of the commencement date.

III.

Lessee shall use the Premises solely for the purpose of growing and farming crops, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. For and during the entire term of this lease, Lessee agrees that Lessee shall: (1) only use the Premises in such a prudent manner so as to preserve and protect the land and soil; (2) surrender the Premises to the Lessor upon termination of this agreement in at least as good a condition as the Premises was in on the date of this lease agreement; (3) obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises; and (4) allow Lessor to inspect the Premises and conduct any analysis and testing required by Lessor in connection with its proposed CR 119 construction project . Without the express written consent of the Lessor, Lessee shall not: (1) use the Premises for any purpose other than farming, including hunting and fishing; (2) alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of manufactured housing or mobile home; (3) assign Lessee's rights or obligations under this agreement or sublet the Premises.

III.

LESSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD LESSOR HARMLESS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) ARISING OUT OF LESSEE'S USE OF THE PREMISES. LESSEE AGREES TO RELEASE LESSOR FROM ALL CLAIMS OR LIABILITIES FOR ANY INJURY TO LESSEE OR TO LESSEE'S PROPERTY LOCATED ON THE PREMISES. THE INDEMNITY AND RELEASE CONTAINED IN THIS PARAGRAPH: (1) ARE INDEPENDENT OF LESSEE'S INSURANCE; (2) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS; AND (3) WILL SURVIVE THE END OF THE TERM.

IV.

At any time beginning after January 1, 2016, Lessor may terminate this agreement without cause forty five (45) days after giving Lessee written notice of cancellation sent by first class mail to the address of Lessee listed below. Any growing crops or other improvements remaining on the Premises on the date of termination shall automatically become the property of Lessor and are subject to damage or removal without compensation. Notwithstanding any other provision in this lease agreement, any physical additions or improvements to the Premises made by Lessee will become the property of Lessor.

V.

LESSEE IS RELYING ON HIS OWN EXAMINATION OF THE PREMISES AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

LESSOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Date: _____

LESSEE:

Timothy R. Kruger

Date: 2/1/2015

Address: 120 Gabriel Meadows Dr
Hutto TX 78634

EXHIBIT A

County: Williamson
Parcel No.: 10
Highway: C.R. 119
Limits: C.R. 164 (Limmer Loop) to Chandler Road

DESCRIPTION FOR PARCEL 10

DESCRIPTION OF A 4.2822 ACRE (186,532 SQ.FT.) TRACT OF LAND LOCATED IN THE GEORGE KIETH SURVEY, A-370, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 51 ACRE TRACT (FIRST TRACT) OF LAND AND A PORTION OF A CALLED 20 ACRE TRACT (THIRD TRACT) OF LAND, DESCRIBED IN DEED TO KATHERINE J. STRAND REVOCABLE LIVING TRUST (1/3 INTEREST), RECORDED IN DOCUMENT NUMBER 2010024929 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 4.2822 ACRE (186,532 SQ.FT.) TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 241.64 feet right of County Road (C.R.) 119 Engineer's Centerline Station (E.C.S.) 108+33.21, on the south line of said 51 acre tract and on the existing west right-of-way line of C.R. 118 (no record information found), for the **POINT OF BEGINNING** and the northwest corner of the tract described herein, from which a 1/2-inch iron rod found for the southernmost east corner of said 51 acre tract and the south corner of a called 2.042 acre tract of land described in deed to Ricky D. Kruger and Cheryle Kruger, recorded in Volume 964, Page 701 O.P.R.W.C.TX., bears N 68°13'45" E, a distance of 1,001.06 feet;

1) **THENCE** S 68°13'45" W, with the existing west right-of-way line of said C.R. 118 and the southeast line of said 51 acre tract and said 20 acre tract, a distance of 432.67 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 191.01 feet left of E.C.S. 108+29.83, said point being on the existing west right-of-way line of said C.R. 118 and the southeast line of said 20 acre tract for the southeast corner of the tract described herein;

THENCE, with the proposed west right-of-way line of C.R. 119, through the interior of said 51 acre tract and said 20 acre tract, the following nine (9) courses and distances numbered 2-10:

2) N 21°36'22" W, a distance of 4.83 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 191.04 feet left of E.C.S. 108+34.66,

3) N 68°23'38" E, a distance of 71.04 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 120.00 feet left of E.C.S. 108+35.01,

4) N 16°43'32" E, a distance of 89.24 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 65.00 feet left of E.C.S. 109+05.28,

5) N 21°19'25" W, a distance of 44.72 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 65.00 feet left of E.C.S. 109+50.00,

6) N 68°40'35" E, a distance of 5.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of E.C.S. 109+50.00,

7) N 21°19'25" W, a distance of 186.87 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of E.C.S. 111+36.87 for the beginning of a curve to the right,

8) with the proposed curving west right-of-way line of said C.R. 119, being a curve to the right, an arc distance of 1,141.67 feet, through a central angle of 12°55'39", having a radius of 5,060.00 feet, and a chord that bears N 14°51'36" W, a distance of 1,139.25 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of E.C.S. 122+65.00,

9) S 81°36'13" W, a distance of 10.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 70.00 feet left of E.C.S. 122+65.00,

10) N 08°10'47" W, a distance of 38.34 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 70.00 feet left of E.C.S. 123+02.81, said point being on the proposed west right-of-way line of said C.R. 119 and the southeast line of a called 65.528 acre tract of land described in deed to Williamson Brown Holdings, LP., recorded in Document No. 2007096997 O.P.R.W.C.TX., for the southwest corner of the tract described herein;

11) **THENCE** N 68°17'39" E, with the northwest line of said 51 acre tract and the southeast line of said 65.528 acre tract, a distance of 133.94 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 123+35.01, said point being on the northwest line of said 51 acre tract and the southeast line of said 65.528 acre tract, for the northwest corner of the tract described herein;

THENCE, with the proposed east right-of-way line of said C.R. 119, through the interior of said 51 acre tract, the following six (6) courses and distances numbered 12-17:

12) with the proposed curving east right-of-way line of said C.R. 119, being a curve to the left, an arc distance of 1,183.77 feet, through a central angle of 13°43'47", having a radius of 4,940.00 feet, and a chord that bears S 14°27'32" E, a distance of 1,180.94 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 111+36.87,

13) S 21°19'25" E, a distance of 263.26 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 108+73.61,

14) N 68°19'02" E, a distance of 40.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 100.00 feet right of E.C.S. 108+73.86,

15) S 85°02'46" E, a distance of 62.09 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 155.67 feet right of E.C.S. 108+46.37,

16) N 68°23'38" E, a distance of 85.98 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 241.65 feet right of E.C.S. 108+46.79,

17) S 21°18'28" E, a distance of 13.59 feet to the **POINT OF BEGINNING**, and containing 4.2822 acres (186,532 sq.ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000122465.

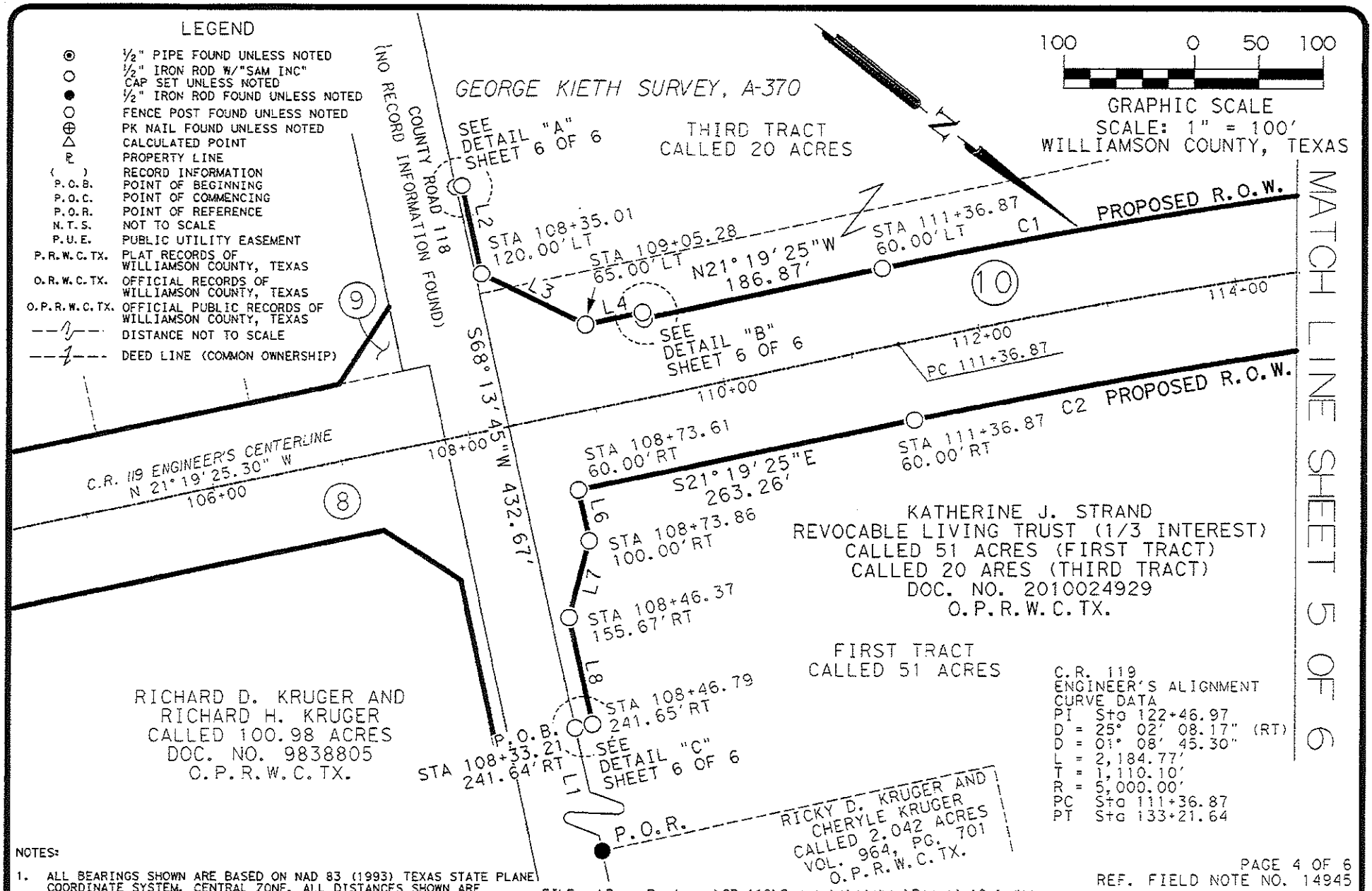
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 27th day of August, 2014 A.D.

SURVEYING AND MAPPING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300

William Reed Herring
Registered Professional Land Surveyor
No. 6355-State of Texas



NOTES:

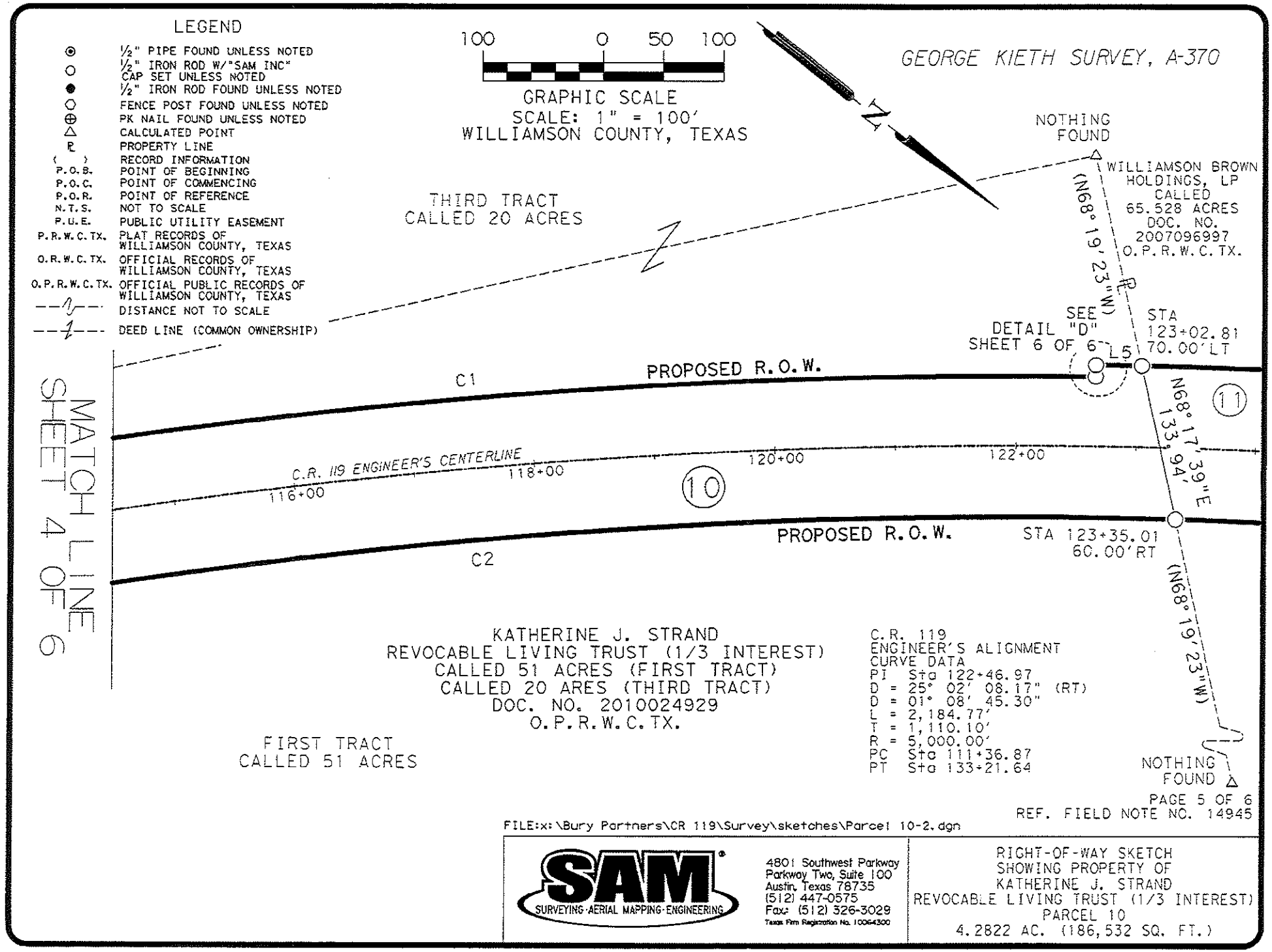
1. ALL BEARINGS SHOWN ARE BASED ON NAD 83 (1993) TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000122465.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.
3. C.R. 119 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM BURY AND PARTNERS SCHEMATIC AND RECEIVED BY SAM, INC. ON OCTOBER 11, 2012.

REF. FIELD NOTE NO. 14945

FILE:x:\Bury Partners\CR 119\Survey\sketches\Parcel 10-1.dgn

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
KATHERINE J. STRAND
REVOCABLE LIVING TRUST (1/3 INTEREST)
PARCEL 10
4.2822 AC. (186,532 SQ. FT.)



REF. FIELD NOTE NO. 14945

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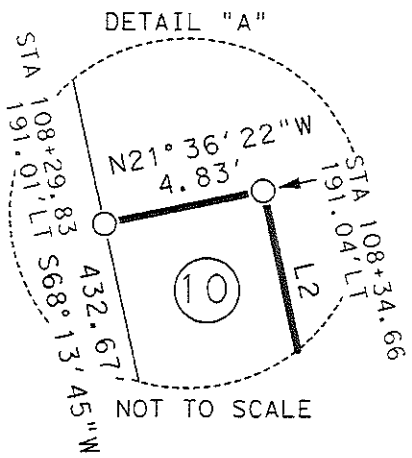
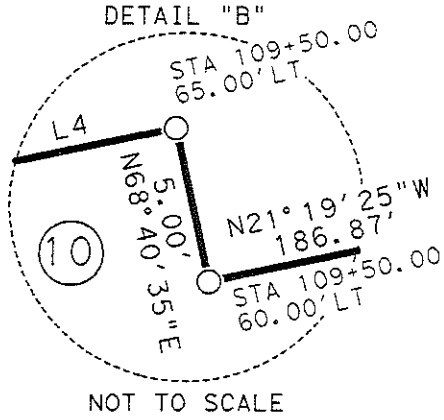


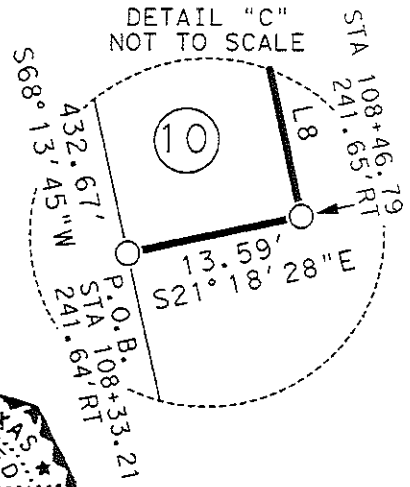


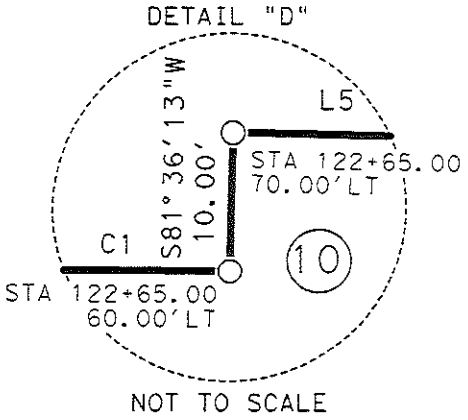
CURVE TABLE

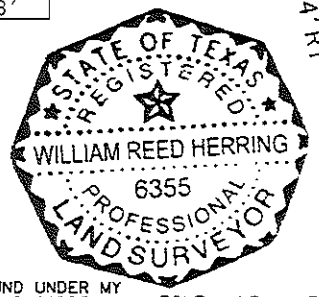
NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	12° 55' 39"	5,060.00'	1,141.67'	1,139.25'	N14° 51' 36"W
C2	13° 43' 47"	4,940.00'	1,183.77'	1,180.94'	S14° 27' 32"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N68° 13' 45"E	1,001.06'
L2	N68° 23' 38"E	71.04'
L3	N16° 43' 32"E	89.24'
L4	N21° 19' 25"W	44.72'
L5	N08° 10' 47"W	38.34'
L6	N68° 19' 02"E	40.00'
L7	S85° 02' 46"E	62.09'
L8	N68° 23' 38"E	85.98'







REF. FIELD NOTE NO. 14945

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. FILE:x:\Bury Partners\CR 119\Survey\sketches\Parcel 10-1.dgn

WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

3/27/2014
DATE

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
KATHERINE J. STRAND
REVOCABLE LIVING TRUST (1/3 INTEREST)
PARCEL 10
4.2822 AC. (186,532 SQ. FT.)

Commissioners Court - Regular Session **28.**

Meeting Date: 07/14/2015

CR 119 Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a Real Estate Contract with Ventana Hills, LTD. for ROW needed on CR 119. (PARCEL 7)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ventana Hills Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/09/2015 03:05 PM
Form Started By: Charlie Crossfield		Started On: 07/09/2015 10:21 AM
Final Approval Date: 07/09/2015		

REAL ESTATE CONTRACT
CR 119 Right of Way—Parcel 7

THIS REAL ESTATE CONTRACT ("Contract") is made by VENTANA HILLS, LTD., a Texas limited partnership (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 3.6872 acre tract of land, more or less, out of the James Niell Survey, 477, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 7**); and
>
> A Drainage Easement over and across all of that certain 0.256 acre tract of land, more or less, out of the James Niell Survey, 477, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 7E**)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent public streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
CONSIDERATION

Purchase Price

2.01. The Purchase Price for the Property, any improvements thereon, and any damage or cost to cure for the remaining Property of Seller shall be the sum of NINETY THOUSAND and 00/100 Dollars ($90,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Additional Consideration

2.03. As additional consideration for the purchase of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees to construct two (2) asphalt driveway connections between the proposed County Road 119 roadway improvements and the remaining property of Seller, with one such driveway to be constructed to the West of and adjacent to the planned CR119 and the other such driveway to be constructed to the East of and adjacent to the planned CR119. The driveways will be constructed as part of and concurrently with the CR 119 construction project, will be constructed to all standards in order to be accepted as a road maintained by the county, shall match any existing or planned subdivision or access roadway widths serving the remainder property, shall not be located within the boundaries of Parcel 7E, and shall be located at those approximate locations identified in Exhibit "E" attached hereto, subject however to final location approval by the Williamson County Engineer or his designated agent, such approval not to be unreasonably withheld, conditioned or delayed. Upon request Seller agrees to provide Purchaser any necessary temporary construction easements on the remaining property which are required to carry out the obligations of this paragraph. Purchaser and Seller agree and acknowledge that the terms and provisions of this Section 2.03 shall survive Closing and Purchaser shall have any and all remedies at law and in equity with respect to the provisions of this Section 2.03.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

Purchaser's Covenants

3.03 Disclaimer of Warranties. Purchaser is acquiring the Property "AS IS" with all faults and defects. Except as specifically stated in this Contract, Seller hereby specifically disclaims any representation or warranty, oral or written, including, but not limited to those concerning (i) the nature and condition of the Property and the suitability of the Property for any and all activities and uses which Purchaser may elect to conduct thereon, (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise, except for any warranties contained in the Deed, and (iii) the compliance of the

Property or its operation with any laws, rules, ordinances, or regulations of any government or other body, it being specifically understood that Purchaser shall have full opportunity during the Review Period to determine for itself the condition of the Property. Purchaser expressly acknowledges that Seller does not reside, and Seller has not resided for any extended period of time, on the Property. The sale of the Property as provided for herein is made on an "AS IS" basis, and Purchaser expressly acknowledges that, in consideration of the agreements of Seller herein, except as otherwise specified herein, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF THE PROPERTY, ANY IMPROVEMENTS, ANY PERSONALTY, OR SOIL, WATER, AIR OR OTHER ENVIRONMENTAL CONDITIONS. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH IN THIS CONTRACT. PURCHASER, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, ACKNOWLEDGES THAT PURCHASER IS PURCHASING THE PROPERTY BASED SOLELY UPON PURCHASER'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS, BROKERS OR CONTRACTORS. WITHOUT LIMITING THE FOREGOING, PURCHASER ACKNOWLEDGES THAT SELLER HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE ANY OF THE PROPERTY.

3.04. Release of Claims. Without limiting the provisions of Section 3.03 above, and except for the warranties and representations made by Seller herein and/or in the Deed, PURCHASER RELEASES SELLER AND ITS RESPECTIVE EMPLOYEES, AGENTS, BROKERS AND CONTRACTORS FROM ANY AND ALL CLAIMS (WHETHER KNOWN OR UNKNOWN, AND WHETHER CONTINGENT OR LIQUIDATED) ARISING FROM OR RELATED TO (A) ANY DEFECTS, ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF ANY IMPROVEMENTS UPON THE PROPERTY, WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE; OR (B) OTHER CONDITIONS (INCLUDING ENVIRONMENTAL CONDITIONS) AFFECTING THE PROPERTY, WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE. THE RELEASE SET FORTH IN THIS SECTION 3.04 SPECIFICALLY INCLUDES WITHOUT LIMITATION ANY CLAIMS UNDER ANY ENVIRONMENTAL LAWS (AS DEFINED BELOW), UNDER THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. §§ 12101 ET SEQ., OR WITH RESPECT TO ANY ENVIRONMENTAL RISK (AS DEFINED BELOW). "**Environmental Laws**" means all laws (federal, state, local or foreign) relating to pollution or the environment or relating to public health, welfare, or safety, including without limitation, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the

Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as any of the same may be amended from time to time, any state or local law dealing with environmental matters, any common law, and any regulations, orders, rules, procedures, guidelines and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Contract. An "**Environmental Risk**" means any risk of liability under Environmental Laws, including without limitation, (a) the presence, release, or discharge of asbestos; (b) the presence, release, or discharge of any "hazardous substance," "hazardous waste," "hazardous materials," "pollutants," or "contaminants" (as defined by any Environmental Laws); and (c) the presence, release, or discharge of any petroleum substance or petroleum product. IT IS SPECIFICALLY INTENDED BY SELLER AND PURCHASER THAT THE RELEASE CONTAINED HEREIN BE WITHOUT LIMIT, IRRESPECTIVE OF THE CAUSE OR CAUSES OF ANY SUCH CLAIMS (INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, STRICT LIABILITY OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING SELLER, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE).

3.05. Disclaimer of Reliance. Purchaser, being a sophisticated Purchaser of real estate, and being represented by capable legal counsel, HEREBY DISCLAIMS RELIANCE on any representations of Seller, other than those specific representations contained in Article IV below.

3.06. Incorporation Into Deed. It is agreed and understood that the terms and provisions of Sections 3.03 and 3.04 shall expressly survive the Closing and not merge therein and shall be included in the Deed to be delivered by Seller to Purchaser at Closing.

3.07. Purchaser's Indemnity. To the extent allowed by law, Purchaser agrees to indemnify and hold the Seller harmless of and from any and all liabilities, claims, demands and expenses of any kind or nature arising or accruing both prior and subsequent to the Closing of the Property and which are in any way related to Purchaser's activities (or the activities of Purchaser's agents or representatives) on the Property, and all expenses related thereto, including, without limitation, court costs and attorneys' fees, except for liabilities, claims, demands and expenses which relate to Seller's representations and warranties.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas American Title Company on or before July 17th, 2015, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", and deliver to Purchaser a duly executed and acknowledged Drainage Easement conveying such interest in all of the Property described in Exhibit "B", both free and clear of any and all liens, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable; and

(b) Any exceptions approved by Purchaser pursuant to Article III hereof.

The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Drainage Easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted at Purchaser's expense;

(b) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(c) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy, any endorsements thereto, and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Purchaser shall promptly deliver the amount of $500 to Seller as liquidated damages for any failure by Purchaser, and this Contract shall terminate and be of no further force or effect. Nothing in this Article VII shall preclude or nullify any other express remedy provided in this Contract.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. 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, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

VENTANA HILLS, LTD.,
a Texas limited partnership

By: White Bluff Development, LLC
A Texas limited liability company
Its sole general partner

By: _____

Its: Mgr.

Date: 6/29/15

Address: 10829 Jollyville Rd.
Austin, Tx 78759

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 7
Highway: C.R. 119
Limits: C.R. 164 (Limmer Loop) to Chandler Road

DESCRIPTION FOR PARCEL 7

DESCRIPTION OF A 3.6872 ACRE (160,615 SQ.FT.) TRACT OF LAND LOCATED IN THE JAMES NIELL SURVEY, ABSTRACT NO. 477 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 57.895 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO VENTANA HILLS, LTD., AND RECORDED IN DOCUMENT NUMBER 2007068155 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 3.6872 ACRE (160,615 SQ.FT.) TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of County Road (C.R.) 119 Engineer's Centerline Station (E.C.S.) 67+59.87, being on the south line of said 57.895 acre tract, same being the north line of a called 101.8 acre tract, Tract 2, described in a Deed of Gift to Gary M. Olander, et al, recorded in Document Number 9828013 Official Records Of Williamson County, Texas (O.R.W.C.TX.), said point also being in the proposed curving west right-of-way line of C.R. 119, and the **POINT OF BEGINNING** and the southwest corner of the tract described herein, from which a 1/2-inch iron pipe found for the southwest corner of said 57.895 acre tract and the northwest corner of said 101.8 acre tract bears S 68°21'55" W, a distance of 864.97 feet;

1) **THENCE**, with the said proposed curving west right-of-way line of said C.R. 119, through the interior of said 57.895 acre tract, being a curve to the right, an arc distance of 1,331.98 feet, through a central angle of 29°48'40", having a radius of 2,560.00 feet, and a chord that bears N 43°43'40" W, a distance of 1,317.00 feet, to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of E.C.S. 80+60.63, being in a north line of said 57.895 acre tract, same being the southeast line of a called 100.98 acre tract of land described in a Warranty Deed to Richard D. Kruger and Richard H. Kruger, recorded in Document No. 9838805, O.R.W.C.TX., for the northwest corner of the tract described herein, from which a 1/2-inch iron rod found for an interior ell corner of said 57.895 acre tract and the southwest corner of said 100.98 acre tract bears S 68°41'13" W, a distance of 21.96 feet;

2) **THENCE** N 68°41'13" E, with the common line of said 57.895 acre tract and said 100.98 acre tract, a distance of 121.09 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 80+44.42, being in the proposed curving east right-of-way line of C.R. 119, also being the northeast corner of the tract described herein, from which a 1/2-inch iron found for the northeast corner of said 57.895 acre tract and the southeast corner of said 100.98 acre tract bears N 68°41'13" E, a distance of 1,476.60 feet;

THENCE, with the proposed curving east right-of-way line of said C.R. 119, though the interior of said 57.895 acre tract, the following two (2) courses and distances numbered 3-4:

3) being a curve to the left, an arc distance of 1,318.35 feet, through a central angle of 30°57'27", having a radius of 2,440.00 feet, and a chord that bears S 44°40'21" E, a distance of 1,302.38 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 right of E.C.S. 66+93.64, and

4) S 60°09'04" E, a distance of 26.99 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 right of E.C.S. 66+66.66, being in the common line of said 57.895 acre tract and said 101.8 acre tract, for the southeast corner of the tract descried herein, from which a 1/2-inch iron rod found for the southeast corner of said 57.895 acre tract and the northeast corner of 101.8 acre tract bears N 68°21'55" E, a distance of 939.49 feet;

5) **THENCE** S 68°21'55" W, with the common line of said 57.895 acre tract and said 101.8 acre tract, a distance of 152.22 feet to the **POINT OF BEGINNING**, and containing 3.6872 acres (160,615 sq.ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000122465.

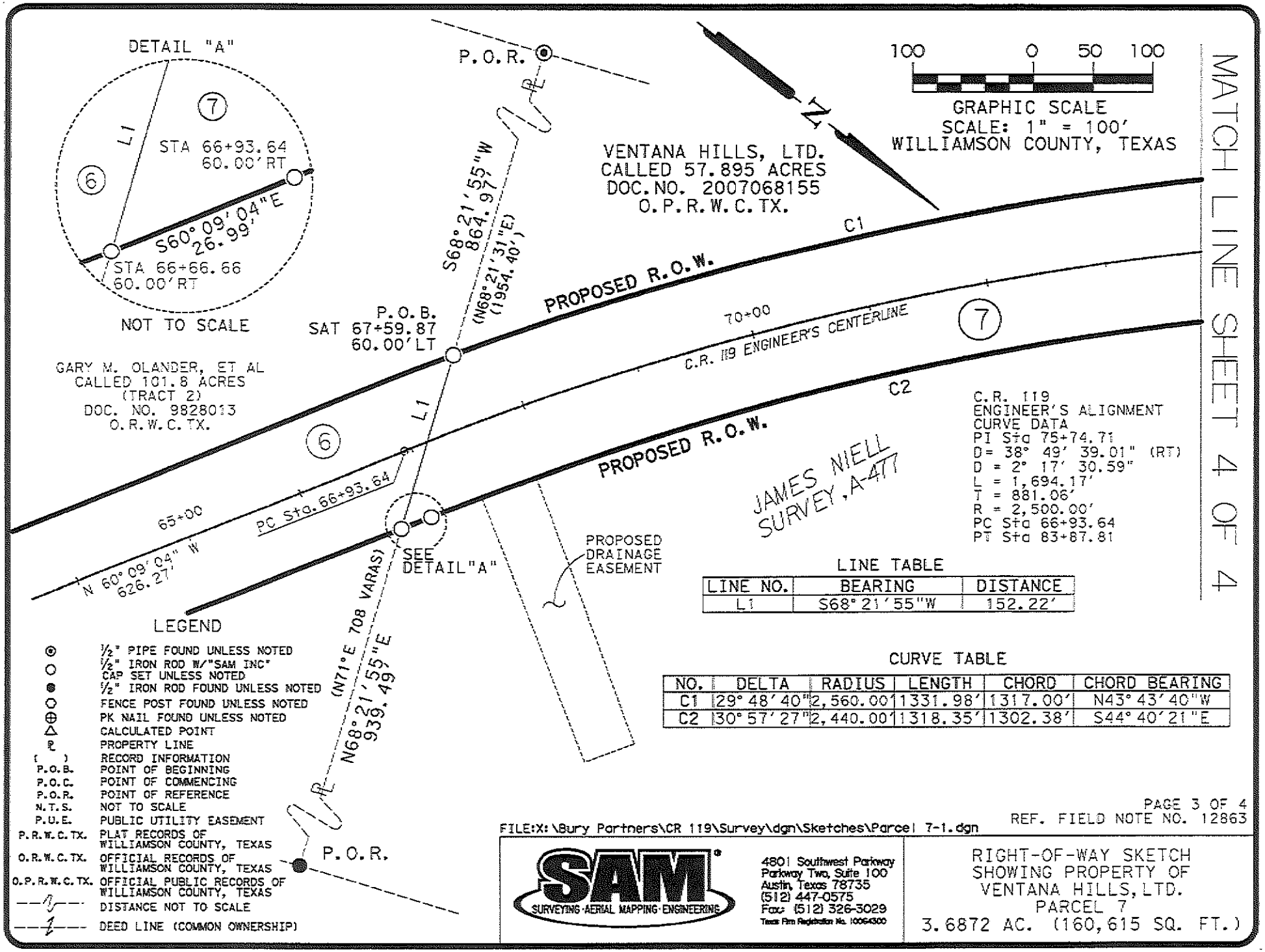
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 5th day of August, 2014 A.D.

SURVEYING AND MAPPING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300

William Reed Herring
Registered Professional Land Surveyor
No. 6355-State of Texas



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S68°21'55"W	152.22'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	29°48'40"	2,560.00'	1331.98'	1317.00'	N43°43'40"W
C2	30°57'27"	2,440.00'	1318.35'	1302.38'	S44°40'21"E

LEGEND

◉	½" PIPE FOUND UNLESS NOTED
○	½" IRON ROD W/"SAM INC" CAP SET UNLESS NOTED
●	½" IRON ROD FOUND UNLESS NOTED
○	FENCE POST FOUND UNLESS NOTED
⊕	PK NAIL FOUND UNLESS NOTED
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
P.U.E.	PUBLIC UTILITY EASEMENT
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
——½——	DISTANCE NOT TO SCALE
——½——	DEED LINE (COMMON OWNERSHIP)

REF. FIELD NOTE NO. 12863

FILE:X:\Bury Partners\CR 119\Survey\dgn\Sketches\Parcel 7-1.dgn

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF VENTANA HILLS, LTD.

PARCEL 7

3.6872 AC. (160,615 SQ. FT.)

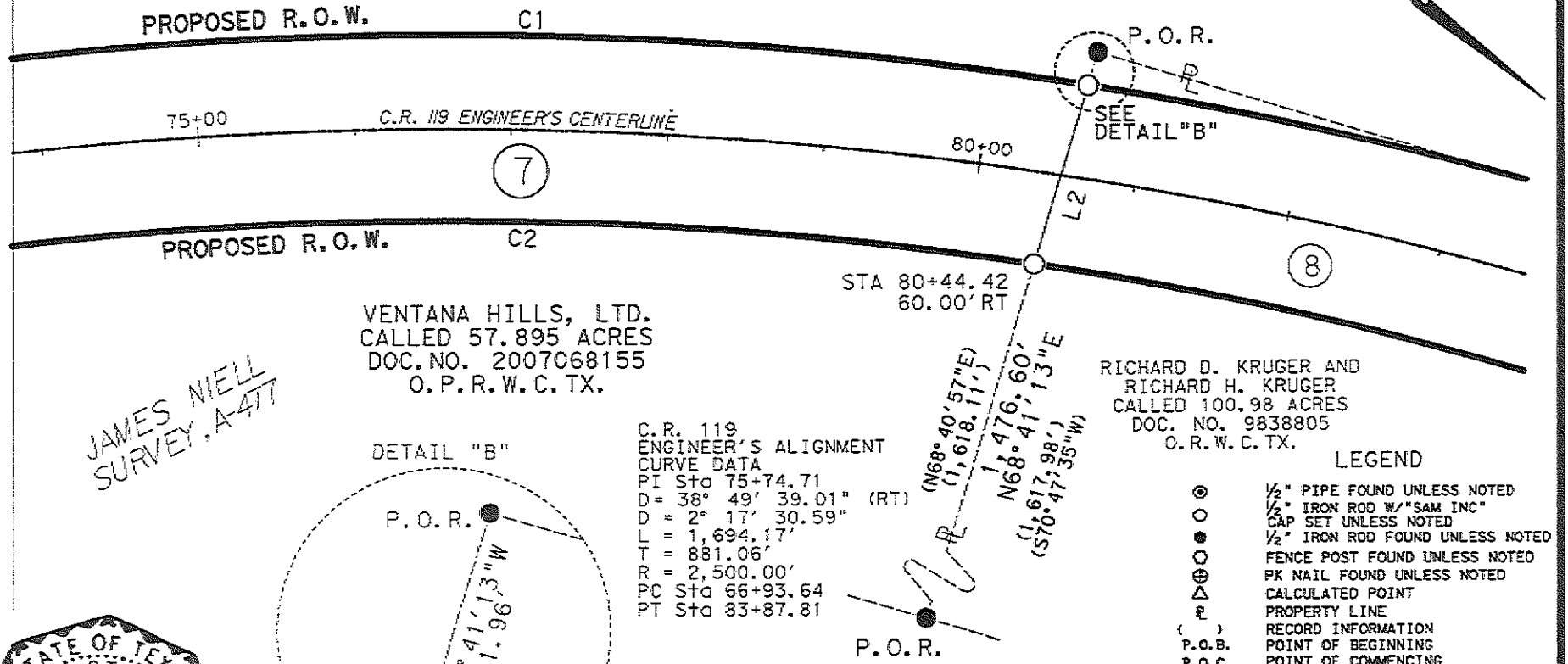
MATCH LINE SHEET 3 OF 4

CURVE TABLE

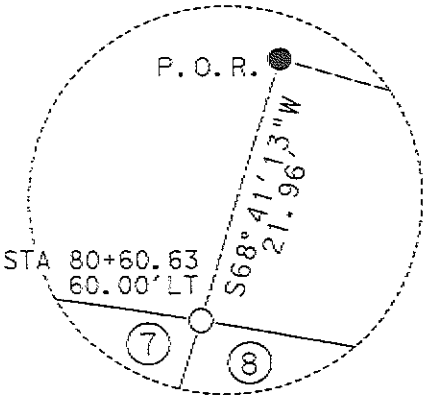
NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	29° 48' 40"	2,560.00'	1331.98'	1,317.00'	N43° 43' 40"W
C2	30° 57' 27"	2,440.00'	1318.35'	1,302.38'	S44° 40' 21"E

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS



DETAIL "B"



NOT TO SCALE

C.R. 119
ENGINEER'S ALIGNMENT
CURVE DATA
PI Sta 75+74.71
D= 38° 49' 39.01" (RT)
D = 2° 17' 30.59"
L = 1,694.17'
T = 881.06'
R = 2,500.00'
PC Sta 66+93.64
PT Sta 83+87.81

LINE TABLE

LINE NO.	BEARING	DISTANCE
L2	N68° 41' 13"E	121.09'

LEGEND

⊙	½" PIPE FOUND UNLESS NOTED
○	½" IRON ROD W/"SAM INC" CAP SET UNLESS NOTED
●	½" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST FOUND UNLESS NOTED
⊕	PK NAIL FOUND UNLESS NOTED
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
P.U.E.	PUBLIC UTILITY EASEMENT
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—\/—	DISTANCE NOT TO SCALE
—/\—	DEED LINE (COMMON OWNERSHIP)

STATE OF TEXAS
REGISTERED
WILLIAM REED HERRING
6355
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

8/5/2014
DATE

REF. FIELD NOTE NO. 12863

FILE:X:\Bury Partners\CR 119\Survey\dgn\Sketches\Parcel 7-2.dgn

SAM
SURVEYING-AERIAL MAPPING-ENGINEERING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
VENTANA HILLS, LTD.
PARCEL 7
3.6872 AC. (160,615 SQ. FT.)

EXHIBIT B

County: Williamson
Parcel No.: 7E
Highway: C.R. 119
Limits: C.R. 164 (Limmer Loop) to Chandler Road

DESCRIPTION OF DRAINAGE EASEMENT 7E

DESCRIPTION OF A 0.256 ACRE (11,139 SQ.FT.) EASEMENT FOR DRAINAGE PURPOSES LOCATED IN THE JAMES NIELL SURVEY, ABSTRACT NO. 477 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 57.895 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO VENTANA HILLS, LTD., AND RECORDED IN DOCUMENT NUMBER 2007068155 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.256 ACRE (11,139 SQ.FT.) EASEMENT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found at the southeast corner of said 57.895 acre tract, same being the northeast corner of a called 101.8 acre tract of land, Tract 2, described in a Deed of Gift to Gary M. Olander, et al, and recorded in Document Number 9828013 of the Official Records of Williamson County, Texas (O.R.W.C.TX.);

THENCE S 68°21'55" W, with the common line of said 57.895 acre tract and said 101.8 acre tract, a distance of 939.49 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of County Road (C.R.) 119 Engineer's Centerline Station (E.C.S.) 66+66.66, being on the proposed east right-of-way line of C.R. 119;

THENCE, with the said proposed east right-of-way line of C.R. 119, through the interior of said 57.895 acre tract the following two (2) courses and distances lettered a-b:

a) N 60°09'04" W, a distance of 26.99 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 66+93.64, for the beginning of a curve to the right, and

b) with the curve to the right, an arc distance of 45.24 feet, through a central angle of 01°03'45", having a radius of 2,440.00 feet, and a chord that bears N 59°37'12" W, a distance of 45.24 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 67+40.00 for the **POINT OF BEGINNING** and the southwest corner of the easement described herein;

1) **THENCE,** continuing with the proposed east right-of-way line of said C.R. 119, through the interior of said 57.895 acre tract and the curve to the right, an arc distance of 48.80 feet, through a central angle of 01°08'45", having a radius of 2,440.00 feet, and a chord that bears N 58°30'57" W, a distance of 48.80 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 67+90.00, for the northwest corner of the easement described herein,

THENCE, leaving the proposed east right-of-way of said C.R. 119, through the interior of said 57.895 acre tract the following three (3) courses and distances numbered 2-4:

2) N 32°03'26" E, a distance of 240.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 300.00 feet right of E.C.S. 67+90.00, for the northeast corner of the easement described herein,

3) S 58°30'57" E, a distance of 44.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 300.00 feet right of E.C.S. 67+40.00, for the southeast corner of the easement described herein, and

4) S 30°54'40" W, a distance of 240.00 feet to the **POINT OF BEGINNING**, and containing 0.256 acre (11,139 sq.ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000122465.

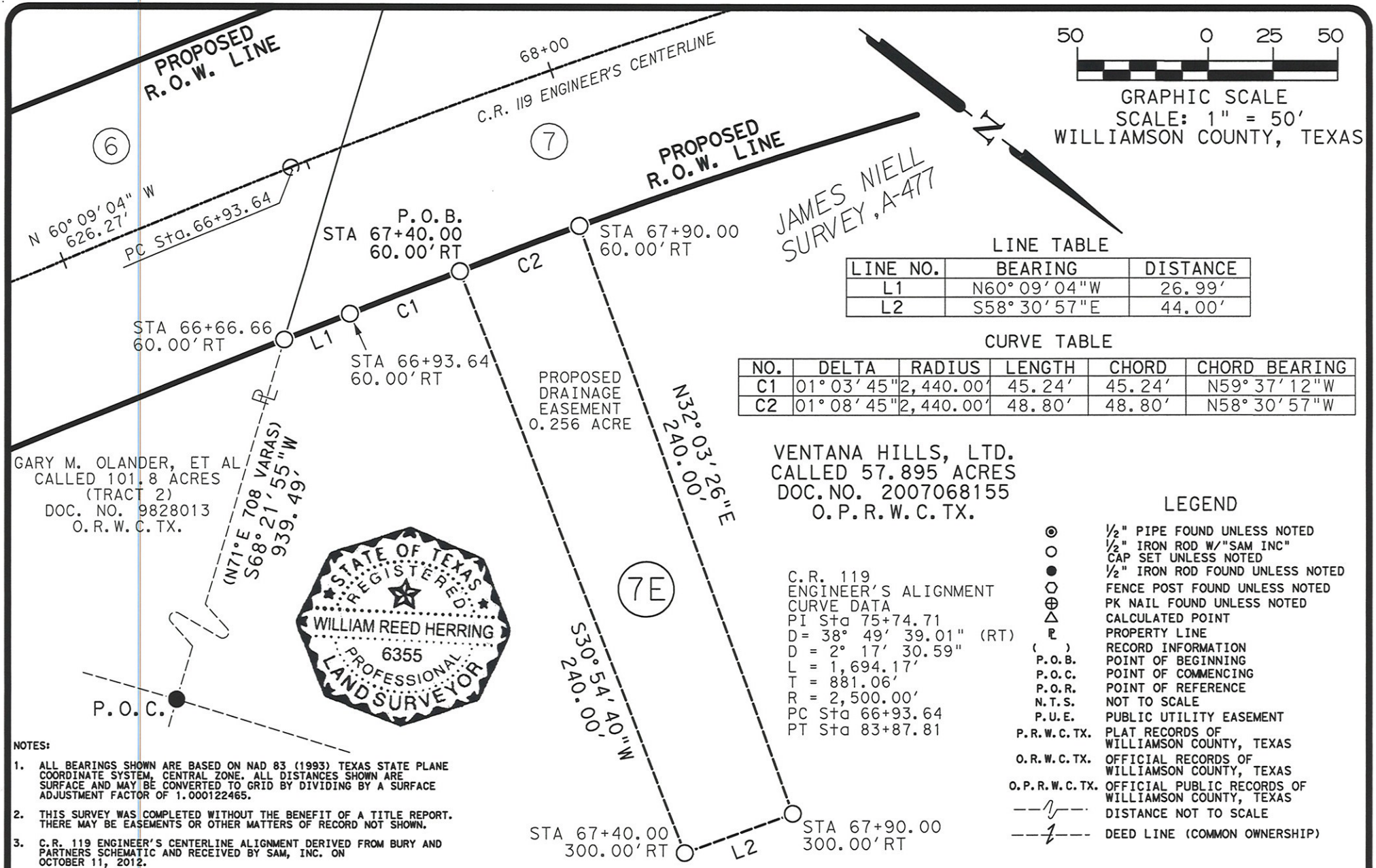
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 30th day of October, 2014 A.D.

SURVEYING AND MAPPING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300

William Reed Herring
Registered Professional Land Surveyor
No. 6355-State of Texas



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N60° 09' 04"W	26.99'
L2	S58° 30' 57"E	44.00'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01° 03' 45"	2,440.00'	45.24'	45.24'	N59° 37' 12"W
C2	01° 08' 45"	2,440.00'	48.80'	48.80'	N58° 30' 57"W

C.R. 119
ENGINEER'S ALIGNMENT
CURVE DATA
PI Sta 75+74.71
D= 38° 49' 39.01" (RT)
D = 2° 17' 30.59"
L = 1,694.17'
T = 881.06'
R = 2,500.00'
PC Sta 66+93.64
PT Sta 83+87.81

LEGEND

⊙	½" PIPE FOUND UNLESS NOTED
○	½" IRON ROD W/"SAM INC" CAP SET UNLESS NOTED
●	½" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST FOUND UNLESS NOTED
⊕	PK NAIL FOUND UNLESS NOTED
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
P.U.E.	PUBLIC UTILITY EASEMENT
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	DISTANCE NOT TO SCALE
	DEED LINE (COMMON OWNERSHIP)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD 83 (1993) TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000122465.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.
3. C.R. 119 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM BURY AND PARTNERS SCHEMATIC AND RECEIVED BY SAM, INC. ON OCTOBER 11, 2012.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

TIME:2:30:56 PM
DATE:10/30/2014
FILE:X:\Bury Partners\CR 119\Survey\dgn\Sketches\Parcel 7E.dgn

REF. FIELD NOTE NO. 17870

WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

10/30/2014
DATE

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

DRAINAGE EASEMENT SKETCH
PROPERTY OF
VENTANA HILLS, LTD.
PARCEL 7E
0.256 AC. (11,139 SQ. FT.)

EXHIBIT "C"

Parcel 7

DEED
County Road 119 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That VENTANA HILLS, LTD., a Texas limited partnership, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 3.6872 acre tract of land located in the James Niell Survey, Abstract No. 477 in Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**the "Property")**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired Property and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 119, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

THIS CONVEYANCE IS MADE ON AN "AS IS," "WHERE IS" AND, "WITH ALL FAULTS" BASIS. GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF THE PROPERTY, ANY IMPROVEMENTS, ANY PERSONALTY, OR SOIL, WATER, AIR OR OTHER ENVIRONMENTAL CONDITIONS. GRANTOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. GRANTEE, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, ACKNOWLEDGES THAT GRANTEE IS PURCHASING THE PROPERTY BASED SOLELY UPON GRANTEE'S OWN INDEPENDENT INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY GRANTOR OR GRANTOR'S AGENTS, BROKERS OR CONTRACTORS. WITHOUT LIMITING THE FOREGOING, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE ANY OF THE PROPERTY.

EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS MADE BY GRANTOR TO GRANTEE IN THE AGREEMENT OF SALE AND PURCHASE WITH RESPECT TO THE PROPERTY, BY ITS ACCEPTANCE OF THIS CONVEYANCE, GRANTEE RELEASES GRANTOR AND ITS RESPECTIVE EMPLOYEES, AGENTS, BROKERS AND CONTRACTORS FROM ANY AND ALL CLAIMS (WHETHER KNOWN OR UNKNOWN, AND WHETHER CONTINGENT OR LIQUIDATED) ARISING FROM OR RELATED TO (A) ANY DEFECTS, ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF ANY

IMPROVEMENTS UPON THE PROPERTY, WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE; OR (B) OTHER CONDITIONS (INCLUDING ENVIRONMENTAL CONDITIONS) AFFECTING THE PROPERTY, WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE. THIS RELEASE SPECIFICALLY INCLUDES WITHOUT LIMITATION ANY CLAIMS UNDER ANY ENVIRONMENTAL LAWS (AS DEFINED BELOW), UNDER THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. §§ 12101 ET SEQ., OR WITH RESPECT TO ANY ENVIRONMENTAL RISK (AS DEFINED BELOW). "Environmental Laws" means all laws (federal, state, local or foreign) relating to pollution or the environment or relating to public health, welfare, or safety, including without limitation, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as any of the same may be amended from time to time, any state or local law dealing with environmental matters, any common law, and any regulations, orders, rules, procedures, guidelines and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this Agreement. An "Environmental Risk" means any risk of liability under Environmental Laws, including without limitation, (a) the presence, release, or discharge of asbestos; (b) the presence, release, or discharge of any "hazardous substance," "hazardous waste," "hazardous materials," "pollutants," or "contaminants" (as defined by any Environmental Laws); and (c) the presence, release, or discharge of any petroleum substance or petroleum product. IT IS SPECIFICALLY INTENDED BY GRANTOR AND GRANTEE THAT THE RELEASE CONTAINED HEREIN BE WITHOUT LIMIT, IRRESPECTIVE OF THE CAUSE OR CAUSES OF ANY SUCH CLAIMS (INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, STRICT LIABILITY OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, INCLUDING GRANTOR, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE).

This deed is being delivered in lieu of condemnation.

[signature page follows]

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2015.

GRANTOR:

VENTANA HILLS, LTD.,
a Texas limited partnership

By: White Bluff Development, LLC
A Texas limited liability company
Its sole general partner

By:_____
Name:_____
Title:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2015 by _____, _____ of White Bluff Development , LLC, a Texas limited liability company, the sole general partner of Ventana Hills, Ltd., a Texas limited partnership, on behalf of said company and limited partnership, and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "D"

DRAINAGE EASEMENT
County Road 119

THE STATE OF TEXAS '
' KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON '

That VENTANA HILLS, LTD., a Texas limited partnership, and his successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of One and No/100 ($1.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the below-described Property:

> All of that certain 0.256 acre tract of land situated in the James Niell Survey, Abstract No. 477 in Williamson County, Texas; said acre tract of land being more particularly described by metes as bounds in Exhibit "A", attached hereto and incorporated herein for all purposes **(Parcel 7E)**

The perpetual easement, right-of-way, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage easement and channel, along with any structures, materials and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress from to and from said premises from the adjacent right of way for the purpose of making any improvements, modifications or repairs which t the County deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the easement herein acquired by Grantee. Any such trees or vegetation cut by Grantee shall promptly be removed from the property.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage and for making connections therewith.

Grantor does hereby bind its heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise. This conveyance is made subject to any validly existing matters of record affecting this Property which are recorded in the Official Records of Williamson County, Texas.

The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the ____day of _____, 2015.

[signature pages follow]

GRANTOR:

VENTANA HILLS, LTD.,
a Texas limited partnership

By: White Bluff Development, LLC
A Texas limited liability company
Its sole general partner

By:_____
Name:_____
Title:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2015 by _____, _____ of White Bluff Development , LLC, a Texas limited liability company, the sole general partner of Ventana Hills, Ltd., a Texas limited partnership, on behalf of said company and limited partnership, and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

EXHIBIT "E"

Aerial of the Part Acquired
LITTLE ELM WAY
RAIN CREEK DR
Cottonwood Creek
0.256 Ac.
Drainage Easement
3.6872 Ac.
Fee Acquisition
0
250
500
1,000
Feet
Date of Imagery 2012

Commissioners Court - Regular Session **29.**

Meeting Date: 07/14/2015

CR 119 Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a Real Estate Contract with Rick D. Kruger, Timothy R. Kruger and Brenda Sladek for ROW needed on CR 119. (PARCEL 8)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kruger Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/09/2015 03:05 PM
Form Started By: Charlie Crossfield		Started On: 07/09/2015 10:23 AM
Final Approval Date: 07/09/2015		

REAL ESTATE CONTRACT
CR 119 Right of Way—Parcel 8

THIS REAL ESTATE CONTRACT ("Contract") is made by RICK D. KRUGER, TIMOTHY R. KRUGER, and BRENDA SLADEK (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 7.654 acre tract of land, more or less, out of the James Niel Survey, Abstract No. 477, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 8**); and
>
> Drainage Easement interest in and across all of that certain 0.1659 acre tract of land, more or less, out of the James Niel Survey, Abstract No. 477, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 8E**)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements thereon, and any damage or cost to cure for the remaining Property of Seller shall be the sum of ONE HUNDRED FIFTY THREE THOUSAND AND EIGHTY and 00/100 Dollars ($153,080.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.03. As additional compensation for the purchase of the Property, and as an obligation which shall survive the closing of this transaction, Purchaser agrees to construct two twelve (12) foot wide asphalt driveway connections, with twenty five (25) foot radii, between the proposed County Road 119 roadway improvements and the remaining property of Seller. The driveways will be constructed as part of the CR 119 construction project, and shall be located at approximately Stations 80+90R and 104+20R of the project, and as shown in Exhibit "C" attached hereto. Upon request Seller agrees to provide Purchaser any necessary temporary construction easements on the remaining property which are required to carry out the obligations of this paragraph.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas American Title Company on or before July 31st, 2015, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", and deliver to Purchaser a duly executed and acknowledged Drainage Easement conveying such interest in all of the Property described in Exhibit "B", both free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein. The Drainage Easement shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(3) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. 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, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature pages follow]

SELLER:

Rick D. Kruger

Address: 5090 CR 100
Hutto, Tx 78634

Date: 7-1-15

Timothy R. Kruger

Address: 120 Gabriel Thomas Dr.
Hutto Tx 78634

Date: 7/1/2015

Brenda Sladek

Address: 951 FM 935
Lott, Tx. 76656

Date: 7/1/15

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 8
Highway: C.R. 119
Limits: C.R. 164 (Limmer Loop) to Chandler Road

DESCRIPTION FOR PARCEL 8

DESCRIPTION OF A 7.5972 ACRE (330,934 SQ.FT.) TRACT OF LAND LOCATED IN THE JAMES NIEL SURVEY, ABSTRACT NO. 477 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 100.98 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO RICHARD D. KRUGER AND RICHARD H. KRUGER, RECORDED IN DOCUMENT NO. 9838805, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), SAID 7.5972 ACRE (330,934 SQ.FT.) TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of County Road (C.R.) 119 Engineer's Centerline Station (E.C.S.) 80+60.63, on the north line of a called 57.895 acre tract of land described in a General Warranty Deed to Ventana Hills, Ltd., and recorded in Document No. 2007068155 O.P.R.W.C.TX., and south line of said 100.98 acre tract, said point also being on the proposed west right-of-way line of C.R. 119, and the **POINT OF BEGINNING** and the southwest corner of the tract described herein, from which a 1/2-inch iron rod found for the southwest corner of said 100.98 acre tract bears S 68°41'13" W, a distance of 21.96 feet;

1) **THENCE,** through the interior of said 100.98 acre tract, with the proposed curving west right-of-way line of said C.R. 119, being a curve to the right, an arc distance of 335.03 feet, through a central angle of 07°29'54", having a radius of 2,560.00 feet, and a chord that bears N 25°04'23" W, a distance of 334.80 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of E.C.S. 83+87.81;

THENCE, with the proposed west right-of-way line of said C.R. 119, and the east line of said 57.895 acre tract and the west line of said 100.98 acre tract the following two (2) courses and distances numbered 2-3:

2) N 21°19'25" W, a distance of 35.76 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet left of E.C.S. 84+23.57, and

3) N 21°18'47" W, a distance of 47.30 feet to a 1/2-inch iron rod found 59.97 feet left of E.C.S. 84+70.87 for the most northerly northeast corner of said 57.895 acre tract and the southeast corner of a called Lot 18, Block F, of the Cottonwood Creek Subdivision, Section 2, Cabinet U, Slide 282, of the Plat Records of Williamson County, Texas (P.R.W.C.TX.) and recorded in Document Number 2001042194, O.P.R.W.C.TX.;

THENCE, with the proposed west right-of-way line of said C.R. 119 and the east line of said Cottonwood Creek Subdivision, passing Lots 1 through 18, the following two (2) courses and distances numbered 4-5:

4) N 21°18'47" W, distance of 2,239.53 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 59.58 feet left of E.C.S. 107+10.41, and

5) N 21°18'47" W, distance of 50.00 feet to a calculated point for the northeast corner of said Lot 1, on the existing south right-of-way line of County Road (C.R.) 118 (no record information found) from which a 1/2-inch iron rod found for the northwest corner of said Lot 1 bears S 68°38'51" W, a distance of 247.12 feet;

THENCE, with the existing south right-of-way line of said C.R. 118, the following two (2) courses and distances numbered 6-7:

6) N 21°18'47" W, a distance of 21.00 feet to a calculated point for the northwest corner of said 100.98 acre tract and the tract described herein, and

7) N 68°42'55" E, a distance of 301.19 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 241.63 feet right of E.C.S. 107+81.20, from which a 1/2-inch iron rod found for the northeast corner of said 100.98 acre tract, on the existing south right-of-way line of said C.R. 118, bears N 68°42'55" E, a distance of 1,300.60 feet;

THENCE, with the proposed east right-of-way line of said C.R.119, the following nine (9) courses and distances numbered 8-16:

8) N 21°18'28" E, a distance of 10.52 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 241.63 feet right of E.C.S. 107+70.68,

9) S 68°41'32" W, a distance of 131.63 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 110.00 feet right of E.C.S. 107+70.72,

10) S 23°41'03" W, a distance of 70.70 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 107+20.73,

11) S 21°19'25" E, a distance of 970.73 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 97+50.00,

12) N 68°40'35" E, a distance of 10.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 70.00 feet right of E.C.S. 97+50.00,

13) S 21°19'25" E, a distance of 85.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 70.00 feet right of E.C.S. 96+65.00,

14) S 68°40'35" W, a distance of 10.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 96+65.00,

15) S 21°19'25" E, a distance of 1,277.19 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 83+87.81 for the beginning of a curve to the left, and

16) with the proposed curving east right-of-way line of said C.R. 119, being a curve to the left, an arc distance of 335.15 feet, through a central angle of 07°52'12", having a radius of 2,440.00 feet, and a chord that bears S 25°15'31" E, a distance of 334.89 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 80+44.42, said point being on the north line of said 57.895 acre tract and the south line of said 100.98 acre tract, for the southeast corner of the tract described herein, from which a 1/2-inch iron rod found for the northeast corner of said 57.895 acre tract and the southeast corner of said 100.98 acre tract bears N 68°41'13" E, a distance of 1,476.60 feet;

17) **THENCE** S 68°41'13" W, with the common line of said 100.98 acre tract and said 57.895 acre tract, a distance of 121.09 feet to the proposed west right-of-way line of said C.R. 119 and the **POINT OF BEGINNING**, and containing 7.5972 acres (330,934 sq.ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000122465.

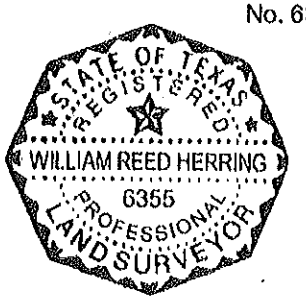
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 5th day of August, 2014 A.D.

SURVEYING AND MAPPING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300

William Reed Herring
Registered Professional Land Surveyor
No. 6355-State of Texas



LEGEND

⊙	½" PIPE FOUND UNLESS NOTED
○	½" IRON ROD W/"SAM INC" CAP SET UNLESS NOTED
●	½" IRON ROD FOUND UNLESS NOTED
○	FENCE POST FOUND UNLESS NOTED
⊕	PK NAIL FOUND UNLESS NOTED
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
P.U.E.	PUBLIC UTILITY EASEMENT
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—\/—	DISTANCE NOT TO SCALE
—/\—	DEED LINE (COMMON OWNERSHIP)

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07°29'54"	2,560.00'	335.03'	334.80'	N25°04'23"W
C2	07°52'12"	2,440.00'	335.15'	334.89'	S25°15'31"E

COTTONWOOD CREEK
SECTION TWO
CABINET U, SLIDE 282
P.R.W.C.TX.
DOC. NO. 2001042194
O.P.R.W.C.TX.

JAMES NIELL
SURVEY, A-477

LOT 18
BLOCK "F"

LOT 17

STA 84+23.57
60.00'LT

STA 83+87.81
60.00'LT

STA 84+70.87
59.97'LT

N21°18'47"W
2,239.53'

SEE DETAIL "A"

P.O.R.

P.O.B.
80+60.63
60.00'LT

C1

L1

L2

PROPOSED R.O.W.

PT 83+87.81

C.R. 119 ENGINEER'S CENTERLINE

82+00

84+00

N 21°19'25.30" W

86+00

8

L7

PROPOSED R.O.W.

78+00

7

C2

STA 83+87.81
60.00'RT

S21°19'25"E 1,277.19'

80+44.42
60.00'RT

(N68°40'57"E 1,618.11')

N68°41'13"E 1,476.60'

(S70°47'35"W 1,617.98')

VENTANA HILLS, LTD.
CALLED 57.895 ACRES
DOC. NO. 2007068155
O.P.R.W.C.TX.

RICHARD D. KRUGER AND
RICHARD H. KRUGER
CALLED 100.98 ACRES
DOC. NO. 9838805
O.R.W.C.TX.

N

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

C.R. 119
ENGINEER'S ALIGNMENT
CURVE DATA
PI Sta 75+74.71
D= 38° 49' 39.01" (RT)
D = 2° 17' 30.59"
L = 1,694.17'
T = 881.06'
R = 2,500.00'
PC Sta 66+93.64
PT Sta 83+87.81

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N21°19'25"W	35.76'
L2	N21°18'47"W	47.30'
L7	S68°41'13"W	121.09'

DETAIL "A"

P.O.R.

S68°41'13"W
21.96'

P.O.B.
80+60.63
60.00'LT

7

8

NOT TO SCALE

MATCH LINE SHEET 6 OF 8

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD 83 (1993) TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000122465.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.
3. C.R. 119 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM BURY AND PARTNERS SCHEMATIC AND RECEIVED BY SAM, INC. ON OCTOBER 11, 2012.

REF. FIELD NOTE NO. 14910

FILE:X:\Bury Partners\CR 119\Survey\dgn\Sketches\Parcel 8-1.dgn

SAM
SURVEYING-AERIAL MAPPING-ENGINEERING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH SHOWING PROPERTY OF RICHARD D. KRUGER AND RICHARD H. KRUGER PARCEL 8

7.5972 AC. (330,934 SQ. FT.)

LEGEND

⊙	½" PIPE FOUND UNLESS NOTED
○	½" IRON ROD W/"SAM INC" CAP SET UNLESS NOTED
●	½" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST FOUND UNLESS NOTED
⊕	PK NAIL FOUND UNLESS NOTED
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
P.U.E.	PUBLIC UTILITY EASEMENT
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—//—	DISTANCE NOT TO SCALE
—℄—	DEED LINE (COMMON OWNERSHIP)

MATCH LINE SHEET 5 OF 8

COTTONWOOD CREEK
SECTION TWO
CABINET U, SLIDE 282
P.R.W.C.TX.
DOC. NO. 2001042194
O.P.R.W.C.TX.

LOT 16 | LOT 15 | LOT 14 | LOT 13 | LOT 12 | LOT 11

N21°18'47"W 2,239.53'

PROPOSED R.O.W.

N 21°19'25.30" W

C.R. 119 ENGINEER'S CENTERLINE

88+00 | 90+00 | 92+00 | 94+00

(8)

S21°19'25"E 1,277.19'

PROPOSED R.O.W.

MATCH LINE SHEET 7 OF 8

RICHARD D. KRUGER AND
RICHARD H. KRUGER
CALLED 100.98 ACRES
DOC. NO. 9838805
O.R.W.C.TX.

JAMES NIELL
SURVEY, A-477

N

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 14910

FILE:X:\Bury Partners\CR 119\Survey\dgn\Sketches\Parcel 8-2.dgn

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 100643-00

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
RICHARD D. KRUGER AND
RICHARD H. KRUGER
PARCEL 8
7.5972 AC. (330,934 SQ. FT.)

LEGEND

◉	½" PIPE FOUND UNLESS NOTED
○	½" IRON ROD W/"SAM INC" CAP SET UNLESS NOTED
●	½" IRON ROD FOUND UNLESS NOTED
○	FENCE POST FOUND UNLESS NOTED
⊕	PK NAIL FOUND UNLESS NOTED
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
P.U.E.	PUBLIC UTILITY EASEMENT
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—/—	DISTANCE NOT TO SCALE
—℄—	DEED LINE (COMMON OWNERSHIP)

MATCH LINE SHEET 6 OF 8

JAMES NIELL SURVEY, A-477

COTTONWOOD CREEK
SECTION TWO
CABINET U, SLIDE 282
P.R.W.C.TX.
DOC. NO. 2001042194
O.P.R.W.C.TX.

LOT 10 | LOT 9 BLOCK "F" | LOT 8 | LOT 7 | LOT 6

N21°18'47"W 2,239.53'

PROPOSED R.O.W.

⑧

N 21°19'25.30" W — C.R. 119 ENGINEER'S CENTERLINE

96+00 | 98+00 | 100+00

SEE DETAIL "B" | SEE DETAIL "C"

PROPOSED R.O.W.

S21°19'25"E 1,277.19' — L6 — S21°19'25"E 970.73'

MATCH LINE SHEET 8 OF 8

DETAIL "B"

STA 96+65.00
60.00'RT

S21°19'25"E
1,277.19'

S68°40'35"W
10.00'

⑧

STA 96+65.00
70.00'RT

L6

NOT TO SCALE

DETAIL "C"

STA 97+50.00
60.00'RT

S21°19'25"E
970.73'

N68°40'35"E
10.00'

⑧

L6

STA 97+50.00
70.00'RT

NOT TO SCALE

RICHARD D. KRUGER AND
RICHARD H. KRUGER
CALLED 100.98 ACRES
DOC. NO. 9838805
O.R.W.C.TX.

N

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

LINE TABLE

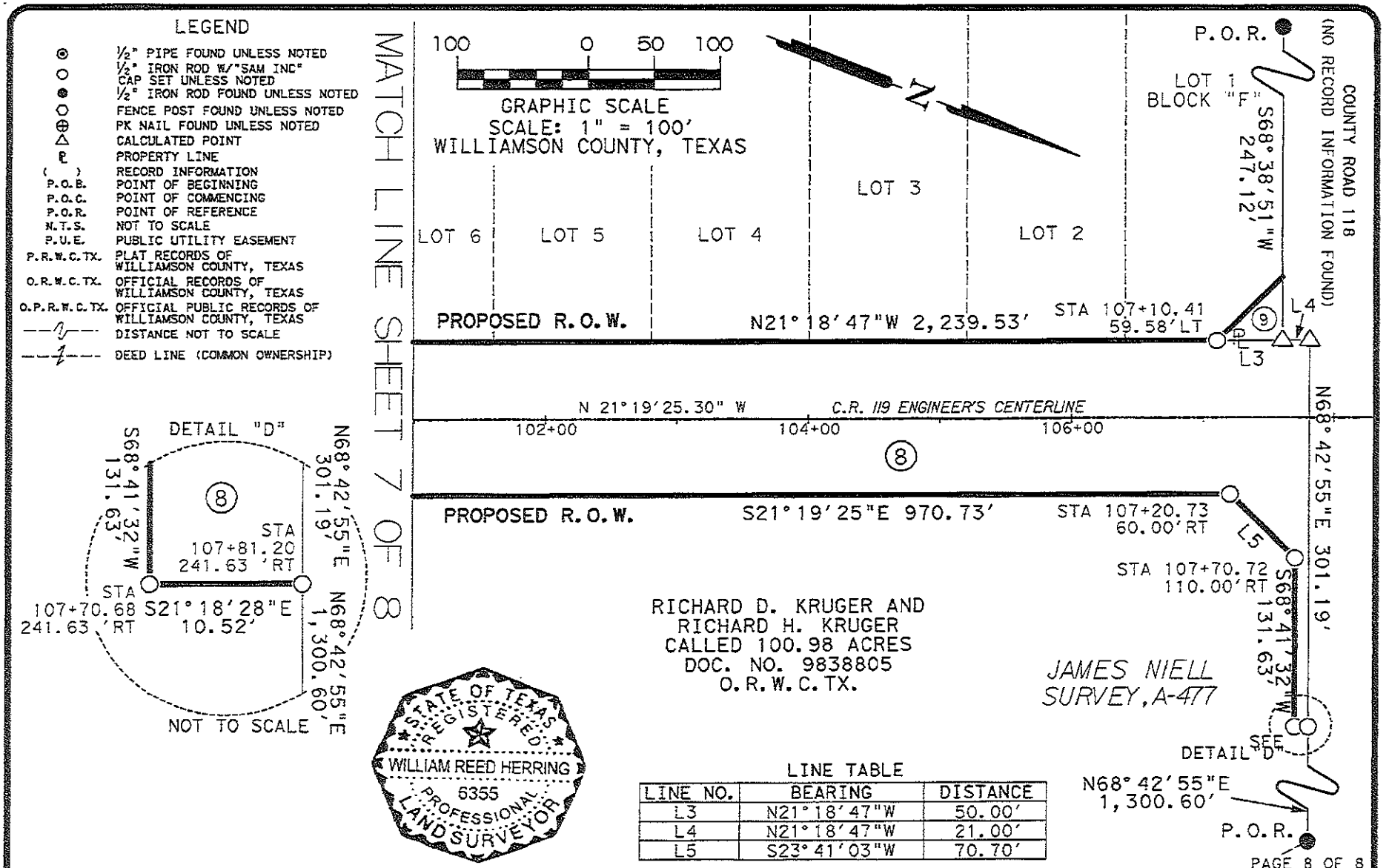
LINE NO.	BEARING	DISTANCE
L6	S21°19'25"E	85.00'

REF. FIELD NOTE NO. 14910

FILE:X:\Bury Partners\CR 119\Survey\dgn\Sketches\Parcel 8-3.dgn

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 100540-00

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
RICHARD D. KRUGER AND
RICHARD H. KRUGER
PARCEL 8
7.5972 AC. (330,934 SQ. FT.)



LINE TABLE

LINE NO.	BEARING	DISTANCE
L3	N21°18'47"W	50.00'
L4	N21°18'47"W	21.00'
L5	S23°41'03"W	70.70'

REF. FIELD NOTE NO. 14910

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

8/5/2014
DATE

FILE:X:\Bury Partners\CR 119\Survey\dgn\Sketches\Parcel 8-4.dgn

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 100643-00

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
RICHARD D. KRUGER AND
RICHARD H. KRUGER
PARCEL 8
7.5972 AC. (330,934 SQ. FT.)

EXHIBIT B

County: Williamson
Parcel No.: 8E
Highway: C.R. 119
Limits: C.R. 164 (Limmer Loop) to Chandler Road

DESCRIPTION FOR PARCEL 8E

DESCRIPTION OF A 0.1659 ACRE (7,225 SQ.FT.) EASEMENT LOCATED IN THE JAMES NIEL SURVEY, ABSTRACT NO. 477 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 100.98 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO RICHARD D. KRUGER AND RICHARD H. KRUGER, RECORDED IN DOCUMENT NO. 9838805, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.), SAID 0.1659 ACRE (7,225 SQ.FT.) TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of County Road (C.R.) 119 Engineer's Centerline Station (E.C.S.) 80+44.42, on the north line of a called 57.895 acre tract of land described in a General Warranty Deed to Ventana Hills, Ltd., and recorded in Document No. 2007068155 of the Official Public Records of Williamson County, Texas(O.P.R.W.C.TX.), and the south line of said 100.98 acre tract, said point also being on the proposed east right-of-way line of C.R. 119, from which a 1/2-inch iron rod found for the southeast corner of said 100.98 acre tract bears N 68°41'13" E, a distance of 1,476.60 feet;

THENCE, with the proposed east right-of-way line of said C.R. 119, the following two (2) courses and distances lettered A and B:

A) Through the interior of said 100.98 acre tract, with the proposed curving west right-of-way line of said C.R. 119, being a curve to the right, passing a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 83+87.81 at an arc distance of 335.15 feet, through a central angle of 07°52'12", having a radius of 2,440.00 feet, and a chord that bears N 25°15'31" W, a distance of 334.89 feet;

B) S 21°19'25" E, a distance of 1,272.19 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 96+60.00 for the southwest corner of the tract described herein and the **POINT OF BEGINNING**, having surface coordinates of X=3,166,233.09: Y=10,184,505.35;

THENCE, with the said east proposed right-of-way line of C.R. 119 the following five (5) courses and distances numbered 1-5:

1) N 21°19'25" W, a distance of 5.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 96+65.00,

2) N 68°40'35" E, a distance of 10.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 70.00 feet right of E.C.S. 96+65.00,

3) N 21°19'25" W, a distance of 85.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 70.00 feet right of E.C.S. 97+50.00,

4) S 68°40'35" W, a distance of 10.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 60.00 feet right of E.C.S. 97+50.00, and

5) N 21°19'25" W, a distance of 5.00 feet to a 1/2-inch iron rod set 60.00 feet right of E.C.S. 97+55.00 for the northwest corner of the easement described herein;

THENCE, departing the proposed east right-of-way line of said C.R. 119, the following three (3) courses and distances numbered 6-8:

6) N 68°40'35" E, a distance of 85.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SAM INC" set 145.00 feet right of E.C.S. 97+55.00 for the northeast corner of the easement described herein,

7) S 21°19'25" E, a distance of 95.00 feet to a 1/2-inch iron rod set 145.00 feet right of E.C.S. 96+60.00 for the southeast corner of the tract described herein, and

8) S 68°40'35" W, a distance of 85.00 feet to the **POINT OF BEGINNING**, and containing 0.1659 acres (7,225 sq.ft.) of land, more or less.

This property description is accompanied by a plat of even date.

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000122465.

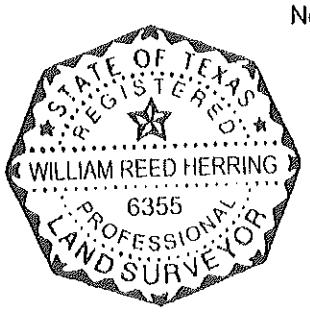
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 1st day of June, 2015 A.D.

SURVEYING AND MAPPING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
Texas Firm Registration No. 10064300

William Reed Herring
Registered Professional Land Surveyor
No. 6355-State of Texas



LEGEND

⊙	½" PIPE FOUND UNLESS NOTED
○	½" IRON ROD W/"SAM INC" CAP SET UNLESS NOTED
●	½" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST FOUND UNLESS NOTED
⊕	PK NAIL FOUND UNLESS NOTED
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
P.U.E.	PUBLIC UTILITY EASEMENT
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
----\~----	DISTANCE NOT TO SCALE
-----|-----	DEED LINE (COMMON OWNERSHIP)

JAMES NIELL SURVEY, A-477

COTTONWOOD CREEK
SECTION TWO
CABINET U, SLIDE 282
P.R.W.C.TX.
DOC. NO. 2001042194
O.P.R.W.C.TX.

N

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

LOT 10 | LOT 9 BLOCK "F" | LOT 8 | LOT 7

PROPOSED R.O.W.

N 21°19'25.30" W — C.R. 119 ENGINEER'S CENTERLINE

96+00 98+00 100+00

P.O.C.
80+44.42
60.00'RT

C1

STA 83+87.81
60.00'RT

S21°19'25"E
1,272.19'

SEE DETAIL "A"

SEE DETAIL "B"

PROPOSED R.O.W.

L2

L6 L4

8E

L5

STA 96+60.00
145.00'RT

STA 97+55.00
145.00'RT

(1,618.11')
(N68°40'57"E)

N68°41'13"E
1,476.60'

(S70°47'35"W)
(1,617.98')

A

P.O.R.

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	07°52'12"	2,440.00'	335.15'	334.89'	N25°15'31"W

A

VENTANA HILLS, LTD.
CALLED 57.895 ACRES
DOC. NO. 2007068155
O.P.R.W.C.TX.

RICHARD D. KRUGER AND
RICHARD H. KRUGER
CALLED 100.98 ACRES
DOC. NO. 9838805
O.R.W.C.TX.

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD 83 (1993) TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000122465.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD NOT SHOWN.
3. C.R. 119 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM BURY AND PARTNERS SCHEMATIC AND RECEIVED BY SAM, INC. ON OCTOBER 11, 2012.

REF. FIELD NOTE NO. 20165

FILE:X:\Bury Partners\Bury Partners\CR 119\Parcel 8E.dgn

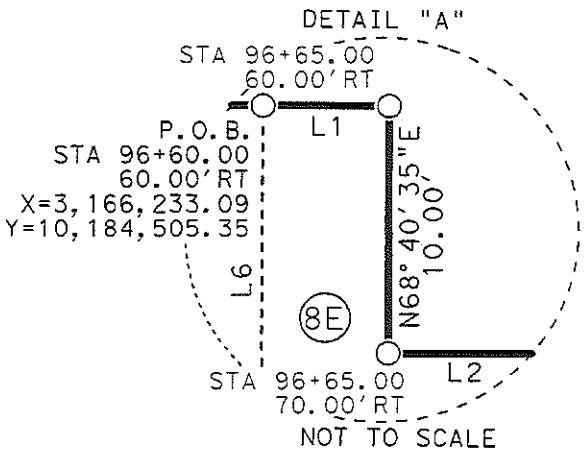
SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

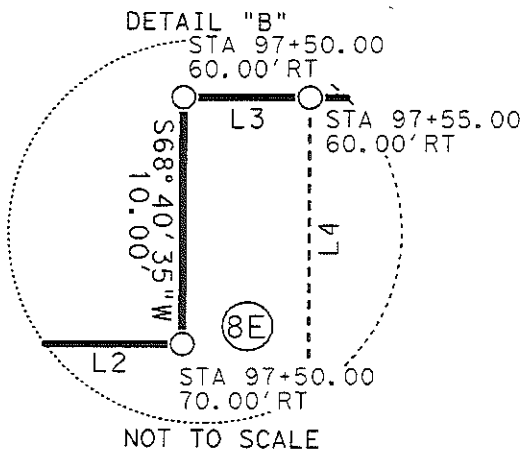
EASEMENT SKETCH SHOWING PROPERTY OF RICHARD D. KRUGER AND RICHARD H. KRUGER PARCEL 8E

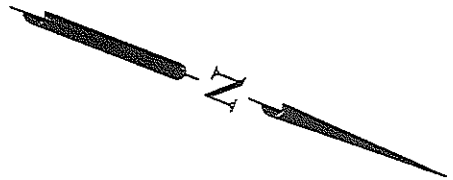
0.1659 AC. (7,225 SQ. FT.)

LEGEND

⊙	½" PIPE FOUND UNLESS NOTED
○	½" IRON ROD W/"SAM INC" CAP SET UNLESS NOTED
●	½" IRON ROD FOUND UNLESS NOTED
○	FENCE POST FOUND UNLESS NOTED
⊕	PK NAIL FOUND UNLESS NOTED
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
P.U.E.	PUBLIC UTILITY EASEMENT
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
----½----	DISTANCE NOT TO SCALE
-----½-----	DEED LINE (COMMON OWNERSHIP)







LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N21°19'25"W	5.00'
L2	N21°19'25"W	85.00'
L3	N21°19'25"W	5.00'
L4	N68°40'35"E	85.00'
L5	S21°19'25"E	95.00'
L6	S68°40'35"W	85.00'

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WILLIAM REED HERRING
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355, STATE OF TEXAS

6/1/2015
DATE

REF. FIELD NOTE NO. 20165

FILE:X:\Bury Partners\Bury Partners\CR 119\Parcel 8E.dgn

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-5029
Texas Firm Registration No. 100643-00

EASEMENT SKETCH
SHOWING PROPERTY OF
RICHARD D. KRUGER AND
RICHARD H. KRUGER
PARCEL 8E
0.1659 AC. (7,225 SQ. FT.)

LOT 16 BLOCK 4
LOT 17
LOT 16
LOT 15
LOT 14
LOT 13
LOT 12
LOT 11
LOT 10
LOT 9 BLOCK 3
LOT 8
LOT 7
LOT 6
LOT 5
LOT 4
LOT 3
LOT 2
LOT 1 BLOCK 3
⑧
80+00
85+00
90+00
95+00
100+00
105+00
110+00
DRAINAGE EASEMENT ⑧
Drive #1
Sta. 80+90.00 R
PT 83+87.81
Drive #2
Sta. 104+20.00 R
CALLED 100.98 ACRES
RICK D. KRUGER AND
RICHARD H. KRUGER
DOC. NO. 9838805
O.P.R.W.C.Tx.
EXHIBIT "C" TO REAL ESTATE CONTRACT
PROPERTY OWNERSHIP INFORMATION
① HARRY RONALD HANSON AND SUSAN DIANE TASTO CALLED 16.516 ACRES TRACT 1 DOC. NO. 2011040336 AS DESCRIBED IN DOC. NO. 2009022740 O.P.R.W.C.Tx.
② LINDA KAY WAHRMUND AND CURTIS WAHRMUND CALLED 2.0 ACRES VOL. 636, PG. 288
⑦ CALLED 57.895 ACRES VENTANA HILLS, LTD. DOC. NO. 2007068155 O.P.R.W.C.Tx.
⑧ CALLED 100.98 ACRES RICK D. KRUGER AND RICHARD H. KRUGER DOC. NO. 9838805 O.P.R.W.C.Tx.
⑨ COTTONWOOD CREEK

EXHIBIT "D"

Parcel 8

DEED
County Road 119 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That RICK D. KRUGER, TIMOTHY R. KRUGER and BRENDA SLADEK, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 7.654 acre tract of land, more or less, out of the James Niel Survey, Abstract No. 477, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 8**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 119, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2015.

GRANTOR:

_____
Rick D. Kruger

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2015 by Rick D. Kruger, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Timothy R. Kruger

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2015 by Timothy R. Kruger, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Brenda Sladek

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2015 by Brenda Sladek, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **30.**

Meeting Date: 07/14/2015

CR 258 Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a Real Estate Contract with Rob and Shannon Tucker for ROW needed on CR 258. (PARCEL 21)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tucker Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/09/2015 03:05 PM
Form Started By: Charlie Crossfield		Started On: 07/09/2015 10:25 AM
Final Approval Date: 07/09/2015		

REAL ESTATE CONTRACT
CR 258 Right of Way—Parcel 21

THIS REAL ESTATE CONTRACT ("Contract") is made by ROB A. TUCKER and SHANNON TUCKER (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.026 acre (approximately 1,151 Square Feet) in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 21**); and
>
> Temporary Construction Easement interest in and across that certain 63 Square Yard (approximately 567 Square Feet) tract of land in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; being more particularly described in Exhibit "B" attached hereto and incorporated herein;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements thereon, and any damage or cost of cure for the remaining Property of Seller shall be the sum of FIFTEEN THOUSAND and 00/100 Dollars ($15,000.00).

As additional consideration and as an agreement which shall survive the Closing of this transaction, Seller shall be allowed to retain and remove from the Property acquired herein the following acquired improvements: entry gate, automatic gate opener, gate opener control keypad

and post. Such improvements shall be removed by the Seller on or before the expiration of **thirty (30) days after completion of the relocated driveway improvements by Purchaser as set out in Section 2.03 below**, subject only to extensions by Purchaser in writing. Any portion of the retained property not removed within the time provided for herein, including any portion on the remaining property of Seller, shall have title immediately vest in Williamson County, Texas, for all the same consideration recited above, and shall be subject to removal by Purchaser, its agents, contractors or assigns without further notice or action required.

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.03. As additional compensation and consideration for the purchase of the Property, and as an obligation which shall survive the Closing of this transaction, Purchaser agrees to construct one (1) replacement driveway connection between the proposed County Road 258 roadway improvements and the remaining property of Seller, and one (1) replacement mailbox structure within the Property acquired herein. The driveway and mailbox will be constructed as part of the CR 258 construction project at the sole expense of Purchaser, and shall be built in the locations and according to the material, design, notes and general specifications as set out in the plan sheets and other schematic exhibits attached hereto as Exhibit "C". Final engineering design of the replacement driveway shall be completed after additional on the ground survey date is gathered. By execution of this Contract Seller agrees and grants Purchaser, its contractors, agents and assigns the temporary right to access the remaining property of Seller in order to carry out the obligations of this paragraph, which temporary right shall automatically expire upon completion of the construction of the improvements described herein. Purchaser agrees that Seller shall not be denied access to or use of the existing driveway connection to the remainder property until such time as the relocated driveway improvements described herein are completed and available for use. Upon completion of the relocated driveway improvements described herein, Purchaser, its contractors, agents or assigns may close and remove any portion of the existing driveway connection upon the Property described in Exhibit "A" without further notice to Seller.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING
Closing Date

5.01. The Closing shall be held at the office of Texas American Title Company on or before July 31st, 2015, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", and deliver to Purchaser a Temporary Construction Easement in and across the property described in Exhibit "B", both free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein. The Temporary Construction Easement shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. 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, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature pages follow]

SELLER:

Rob A. Tucker

Address: 2771 CR 258
Liberty Hill, TX 78642

Date: 6/25/15

Shannon Tucker

Address: 2771 CR 258
Liberty Hill, TX 78642

Date: 6/25/15

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

WALKER
TEXAS SURVEYORS, INC.
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

0.026 ACRE RIGHT-OF-WAY PARCEL NO. 21
ROB A. TUCKER AND WIFE, SHANNON TUCKER
B. MANLOVE SURVEY, ABSTRACT NO. 417
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.026 ACRES (APPROXIMATELY 1,151 SQ. FT.) IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 5.000 ACRE TRACT CONVEYED TO ROB A. TUCKER AND WIFE, SHANNON TUCKER IN A WARRANTY DEED WITH VENDOR'S LIEN DATED JANUARY 10, 1997 AND RECORDED IN DOCUMENT NO. 9701662 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.026 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod with "Walker 5283" cap set in the existing north right-of-way line of County Road 258 (right-of-way width varies), being the south line of the said 5.00 acre tract, from which a 1/2" iron rod with "RPLS 5784" cap found at an angle point in the existing north right-of-way line of County Road 258, being the south line of the said 5.00 acre tract, at the southwest corner of Lot B of Kujawa Subdivision, a subdivision of record in Document No. 2005000982 of the Official Public Records of Williamson County, Texas, also recorded under Cabinet Z, Slides 351-352 of the Plat Records of Williamson County, Texas bears North 58°20'34" East, a distance of 1.96 feet;

THENCE with the existing north right-of-way line of County Road 258, being the south line of the said 5.00 acre tract, the following two (2) courses and distances:

1. South 58°20'34" West, a distance of 20.56 feet to a calculated point;

2. South 79°50'43" West, a distance of 99.89 feet to a calculated point for the southwest corner of the said 5.00 acre tract and the southwest corner of the herein described tract of land;

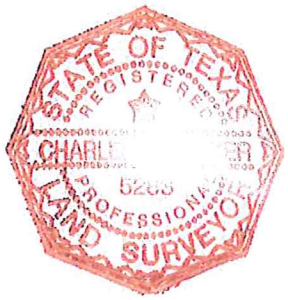
THENCE North 17°13'03" West, with the existing north right-of-way line of County Road 258, in part, being the west line of the said 5.00 acre tract, a distance of 13.00 feet to a 1/2" iron rod with "Walker 5283" cap set in the proposed north right-of-way line of County Road 258 for the northwest corner of the herein described tract of land, from which a 1/2" iron rod found in the east line of Lot 1 of Kirk Acres, a subdivision of record in Document No. 2003078950 of the Official Public Records of Williamson County, Texas, also recorded under Cabinet X, Slides 371-372 of the Plat Records of Williamson County, Texas, at a common corner of the said 5.00 acre tract and Lot A of said Kujawa Subdivision, bears North 17°13'03" West, a distance of 801.65 feet;

THENCE North 82°23'37" East, crossing the said 5.00 acre tract with the proposed north right-of-way line of County Road 258, a distance of 120.74 feet to the **POINT OF BEGINNING**, containing 0.026 acres of land, more or less.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS). Attachments: Survey Drawing No. 075029-PARCEL 21.

11.26.14

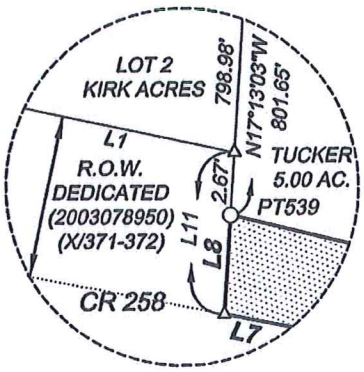
Charles G. Walker Date
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800



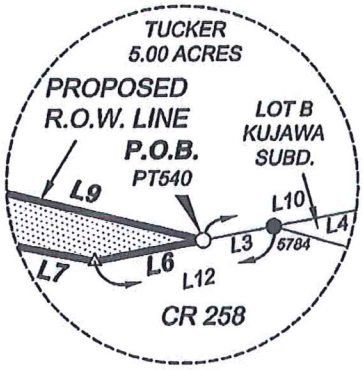
SKETCH TO ACCOMPANY A DESCRIPTION OF 0.026 ACRES (APPROXIMATELY 1,151 SQ. FT.) IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 5.000 ACRE TRACT CONVEYED TO ROB A. TUCKER AND WIFE, SHANNON TUCKER IN A WARRANTY DEED WITH VENDOR'S LIEN DATED JANUARY 10, 1997 AND RECORDED IN DOCUMENT NO. 9701662 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND	
○	1/2" IRON ROD WITH "WALKER 5283" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
● CCC	1/2" IRON ROD WITH "CCC 4835" CAP FOUND
● 5784	1/2" IRON ROD WITH "RPLS 5784" CAP FOUND
△	CALCULATED POINT
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
( )	RECORD INFORMATION

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N80°51'06"E	235.54'
	(N80°08'04"E)	(235.53')
L2	N80°51'06"E	194.70'
	(N80°08'04"E)	(194.67')
L3	N58°20'34"E	1.96'
L4	N58°20'34"E	91.90'
	(N58°39'E)	(91.90')
L5	N52°47'04"E	72.55'
	(N53°05'30"E)	(72.55')
L6	S58°20'34"W	20.56'
L7	S79°50'43"W	99.89'
L8	N17°13'03"W	13.00'
L9	N82°23'37"E	120.74'
L10	N58°20'34"E	93.86'
L11	S17°13'03"E	15.67'
	(S16°57'33"E)	(15.67')
L12	S58°20'34"W	22.52'
	(S58°39'W)	(22.52')



DETAIL "A"
(N.T.S.)



DETAIL "B"
(N.T.S.)

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999860020
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.00014
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0

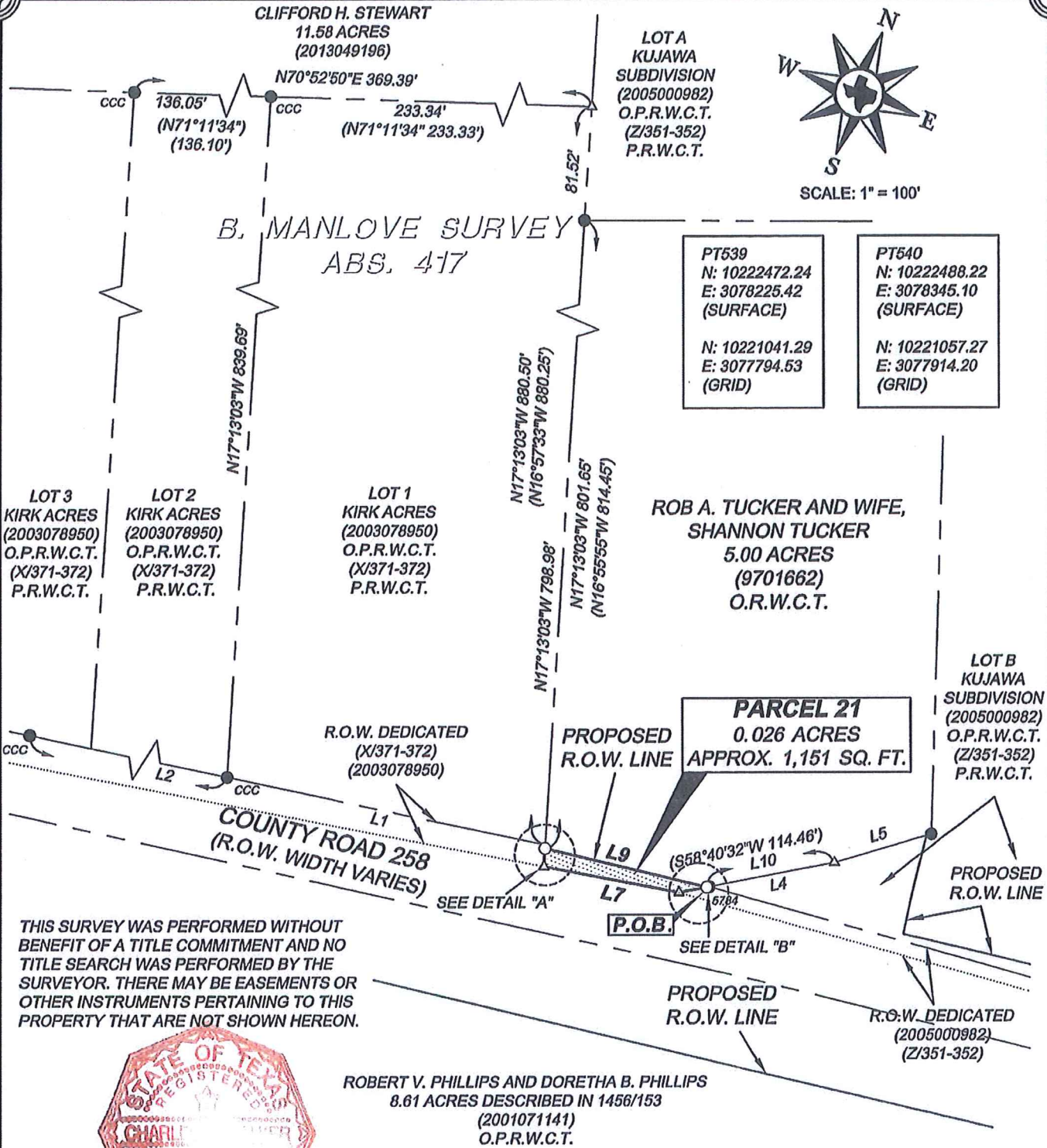
11.26.14

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: 11/26/14
DRAWING NO.: 075029-PARCEL 21
PROJECT NO.: 075029
DRAWN BY: CWW

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS



THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

STATE OF TEXAS
REGISTERED
CHARL
PROFESS
LAND SURVE

11.26.14

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS

DRAWING NO.: 075029-PARCEL 21
PAGE 4 OF 4

EXHIBIT "B"

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NO. BY: DATE: REVISION

PROJECT NO: E0362001 DESIGNED BY: M.L.
DATE: 5/15/2015 DRAWN BY: M.L.
SCALE: PLOT AT: 1"=40' CHECKED BY: M.B.

CEC
CIVIL ENGINEERING CONSULTANTS
REGISTERED FIRM #F-2214
SURVEYING # 100115-00

RECONSTRUCTION OF COUNTY ROAD 258
CR 258
TUCKER RESIDENCE
PARCEL 21

OWNER: WILLIAMSON COUNTY, TEXAS c/o CYNTHIA LONG, PRECINCT NO. 2 COMMISSIONER © 2014 WILLIAMSON COUNTY

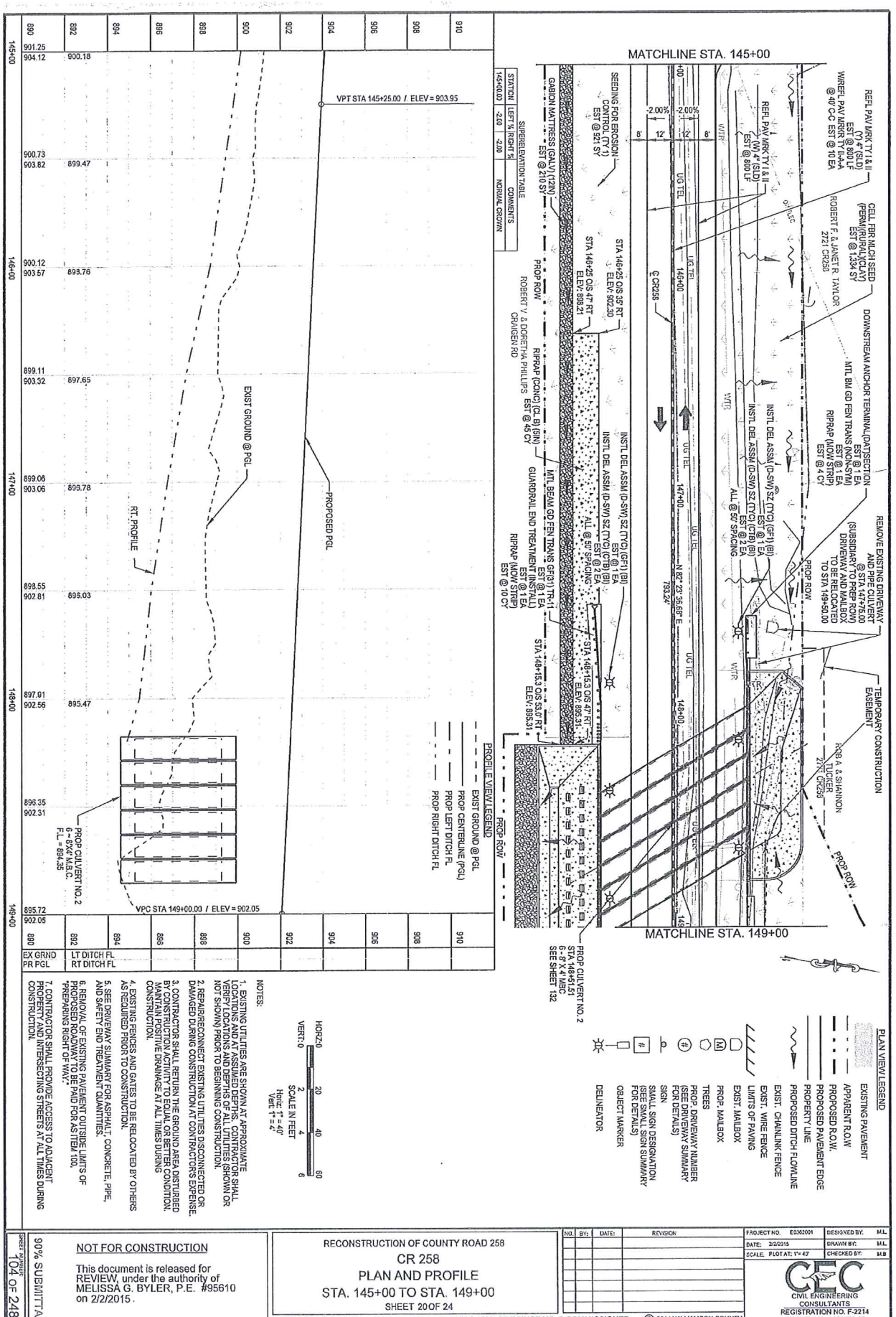
NOT FOR CONSTRUCTION

This document is released for REVIEW, under the authority of MELISSA G. BYLER, P.E. #95610 on 6/16/2015

90% SUBMITTAL

SHEET NUMBER OF $SH #TC

EXHIBIT "C"



NOTES:

1. EXISTING UTILITIES ARE SHOWN AT APPROXIMATE LOCATIONS AND AT ASSUMED DEPTHS. CONTRACTOR SHALL VERIFY LOCATIONS AND DEPTHS OF ALL UTILITIES (SHOWN OR NOT SHOWN) PRIOR TO BEGINNING CONSTRUCTION.
2. REPAIR/RECONNECT EXISTING UTILITIES DISCONNECTED OR DAMAGED DURING CONSTRUCTION AT CONTRACTOR'S EXPENSE.
3. CONTRACTOR SHALL RETURN THE GROUND AREA DISTURBED BY CONSTRUCTION ACTIVITY TO EQUAL OR BETTER CONDITION. MAINTAIN POSITIVE DRAINAGE AT ALL TIMES DURING CONSTRUCTION.
4. EXISTING FENCES AND GATES TO BE RELOCATED BY OTHERS AS REQUIRED PRIOR TO CONSTRUCTION.
5. SEE DRIVEWAY SUMMARY FOR ASPHALT, CONCRETE, PIPE, AND SAFETY END TREATMENT QUANTITIES.
6. REMOVAL OF EXISTING PAVEMENT OUTSIDE LIMITS OF PROPOSED ROADWAY TO BE PAID FOR AS ITEM 100, "PREPARING RIGHT OF WAY."
7. CONTRACTOR SHALL PROVIDE ACCESS TO ADJACENT PROPERTY AND INTERSECTING STREETS AT ALL TIMES DURING CONSTRUCTION.

NOT FOR CONSTRUCTION

This document is released for REVIEW, under the authority of MELISSA G. BYLER, P.E. #95610 on 2/2/2015.

90% SUBMITTAL

SHEET NUMBER 104 OF 248

RECONSTRUCTION OF COUNTY ROAD 258
CR 258
PLAN AND PROFILE
STA. 145+00 TO STA. 149+00
SHEET 20OF 24

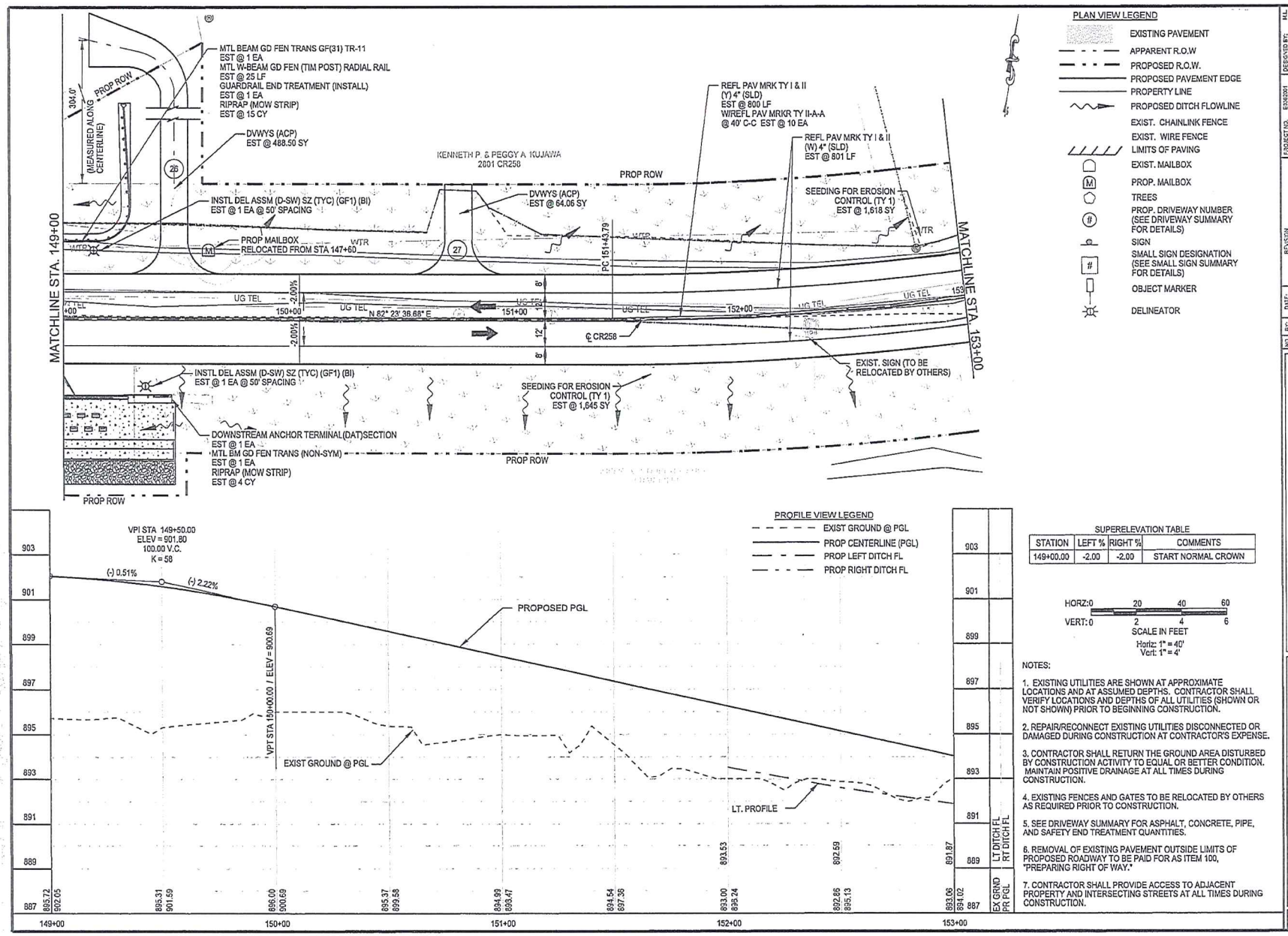
OWNER: WILLIAMSON COUNTY, TEXAS c/o CYNTHIA LONG, PRECINCT NO. 2 COMMISSIONER

© 2014 WILLIAMSON COUNTY

NO.	BY:	DATE:	REVISION

PROJECT NO.	E0302001	DESIGNED BY:	M.L.
DATE:	2/2/2015	DRAWN BY:	M.L.
SCALE:	PLOT AT: 1"= 40'	CHECKED BY:	M.B.

CEC
CIVIL ENGINEERING CONSULTANTS
REGISTRATION NO. F-2214
SURVEYING # 100410-00



SUPERELEVATION TABLE

STATION	LEFT %	RIGHT %	COMMENTS
149+00.00	-2.00	-2.00	START NORMAL CROWN

HORZ: 0 20 40 60
VERT: 0 2 4 6
SCALE IN FEET
Horiz: 1" = 40'
Vert: 1" = 4'

NOTES:

1. EXISTING UTILITIES ARE SHOWN AT APPROXIMATE LOCATIONS AND AT ASSUMED DEPTHS. CONTRACTOR SHALL VERIFY LOCATIONS AND DEPTHS OF ALL UTILITIES (SHOWN OR NOT SHOWN) PRIOR TO BEGINNING CONSTRUCTION.
2. REPAIR/RECONNECT EXISTING UTILITIES DISCONNECTED OR DAMAGED DURING CONSTRUCTION AT CONTRACTOR'S EXPENSE.
3. CONTRACTOR SHALL RETURN THE GROUND AREA DISTURBED BY CONSTRUCTION ACTIVITY TO EQUAL OR BETTER CONDITION. MAINTAIN POSITIVE DRAINAGE AT ALL TIMES DURING CONSTRUCTION.
4. EXISTING FENCES AND GATES TO BE RELOCATED BY OTHERS AS REQUIRED PRIOR TO CONSTRUCTION.
5. SEE DRIVEWAY SUMMARY FOR ASPHALT, CONCRETE, PIPE, AND SAFETY END TREATMENT QUANTITIES.
6. REMOVAL OF EXISTING PAVEMENT OUTSIDE LIMITS OF PROPOSED ROADWAY TO BE PAID FOR AS ITEM 100, "PREPARING RIGHT OF WAY."
7. CONTRACTOR SHALL PROVIDE ACCESS TO ADJACENT PROPERTY AND INTERSECTING STREETS AT ALL TIMES DURING CONSTRUCTION.

CIVIL ENGINEERING
CONSULTANTS
REGISTERED FIRM F-2314
SURVEYING # 100410-00

PROJECT NO. EN3091 | DESIGNED BY: MJL
DATE: 2/2/15 | DRAWN BY: MJL
SCALE: HORIZ: 1"=40' VERT: 1"=4' | CHECKED BY: MJB

NO.	BY:	DATE:	REVISION

© 2014 WILLIAMSON COUNTY

OWNER: WILLIAMSON COUNTY, TEXAS c/o CYNTHIA LONG, PRECINCT NO. 2 COMMISSIONER

RECONSTRUCTION OF COUNTY ROAD 258
CR 258
PLAN AND PROFILE
STA. 149+00 TO STA. 153+00
SHEET 21 OF 24

NOT FOR CONSTRUCTION

This document is released for REVIEW, under the authority of MELISSA G. BYLER, P.E. #95610 on 2/2/2015.

90% SUBMITTAL

SHEET NUMBER: 105 OF 248

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NO.	BY:	DATE:	REVISION

PROJECT NO. E0352001 | DESIGNED BY: M.L.
DATE: 5/15/2015 | DRAWN BY: M.L.
SCALE: FLOAT=1"=40' | CHECKED BY: M.B.

CEC
CIVIL ENGINEERING CONSULTANTS
REGISTRATION NO. F-2214
SURVEYING # 10041500

© 2014 WILLIAMSON COUNTY

OWNER: WILLIAMSON COUNTY, TEXAS c/o CYNTHIA LONG, PRECINCT NO. 2 COMMISSIONER

RECONSTRUCTION OF COUNTY ROAD 258
CR 258
TUCKER RESIDENCE
PARCEL 21

NOT FOR CONSTRUCTION

This document is released for REVIEW, under the authority of MELISSA G. BYLER, P.E. #95610 on 6/16/2015

90% SUBMITTAL

SHEET NUMBER

OF $SHT #TC

EXHIBIT "D"

Parcel 21

DEED
County Road 258 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That ROB A. TUCKER and SHANNON TUCKER, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.026 acre tract of land in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 21)**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: entry gate, automatic gate opener, gate opener control keypad and post.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 258, but shall not be used or exported from the Property for any other purpose.

The Retained Improvements shall be removed by the Grantor from the Property conveyed herein on or before the expiration of thirty (30) days after Grantee's completion of the construction and installation of the relocated driveway improvements as set out in that certain Real Estate Contract between the Grantor and Grantee, subject only to extensions by Grantee in writing. Any portion of the Retained Improvements not removed within the time provided for herein, including any portion on the remaining property of Seller, shall have title immediately vest in Williamson County, Texas, for all the same consideration recited above, and shall be subject to removal by Grantee, its agents, contractors or assigns without further notice or action required.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2015.

[signature pages follow]

GRANTOR:

_____
Rob A. Tucker

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2015 by Rob A. Tucker, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Shannon Tucker

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2015 by Shannon Tucker, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "E"

TEMPORARY CONSTRUCTION EASEMENT
CR 258 Reconstruction Project

KNOW ALL PERSONS BY THESE PRESENTS:

That ROB A. TUCKER and SHANNON TUCKER (hereafter referred to as "Grantor"), whether one or more, in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid by Williamson County, Texas, the receipt of which is hereby acknowledged, does hereby grant to the WILLIAMSON COUNTY, TEXAS, its agents, contractors, successors and assigns (referred to as "Grantee"), a temporary construction easement for the purpose of installing, constructing and/or reconstructing drainage culvert, roadway improvement and related facilities within the adjacent CR 258 right of way owned by Grantee ("Project"), in, along, upon and across the property described in Exhibit "A" ("the Property") as necessary to carry out the purposes of this easement. The construction and/or removal of any improvements upon the adjacent property of Grantee shall be in the location of, subject to, and shall comply with any notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached as Exhibit "A" and incorporated herein. No permanent improvements shall be constructed upon the Property owned by Grantor.

The parties agree further as follows:

Following completion of the use of the temporary construction easement area described in Exhibit "A", Grantee shall at its expense and within ninety (90) days of completion of its use restore any portion of the Property injured or damaged by Grantee's use of the Property and activities thereon, including specifically landscaping, irrigation, parking, pavement, or vegetation, as closely as possible to substantially the same condition or better than existed previous to Grantee's entry upon the Property, taking into consideration the use and purposes to which the Property is to be put, and the future uses by Grantor.

This temporary construction easement shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. This temporary construction easement shall terminate and the easement rights and all interest conveyed shall terminate on the earlier of: (a) the expiration of three (3) months after the date of first entry upon the Property for the purposes set out herein, or (b) on the date of completion of construction of the Project, whichever occurs first.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

At no time during the grant of this easement shall Grantor be denied reasonable use of the existing driveway ingress and egress to its remaining property for the purposes to which the parent tract is currently being put, unless there is an agreement between Grantor and Grantee in advance, or until the relocated driveway improvements to be constructed by Grantee pursuant to the terms of that certain Real Estate Contract are completed or otherwise available for use.

This conveyance is subject to all easements and rights of way of record, visible or apparent on the ground, all restrictions, reservations, covenants, conditions, oil, gas, or other mineral leases, mineral severances and other instruments that affect the Property.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this ____ _____ day of _____, 2015.

GRANTOR:

_____
Rob A. Tucker

_____
Shannon Tucker

Acknowledgment

State of Texas §
§
County of _____ §

This instrument was acknowledged before me on this the ____ day of _____ _____, 2015 by Rob A. Tucker and Shannon Tucker, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

Commissioners Court - Regular Session **31.**

Meeting Date: 07/14/2015

CR 258 Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a Real Estate Contract with Sandra Anderson for ROW needed on CR 258. (PARCEL 1)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Anderson Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/09/2015 03:05 PM
Form Started By: Charlie Crossfield		Started On: 07/09/2015 10:27 AM
Final Approval Date: 07/09/2015		

REAL ESTATE CONTRACT
CR 258 Right of Way—Parcel 1

THIS REAL ESTATE CONTRACT ("Contract") is made by SANDRA ANDERSON (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.242 acre (approximately 10,527 Sq. Ft.) tract of land in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas, being a portion of a 7.35 AC tract of land conveyed to Sandra Anderson in a special warranty deed dated June 30, 1999 and recorded in Document Number 199946139 of the Official Public Records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 1)**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements thereon, and any damage or cost of cure for the remaining Property of Seller shall be the sum of TEN THOUSAND NINE HUNDRED and 00/100 Dollars ($10,900.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.03. As an obligation and agreement which shall survive the Closing of this transaction, Purchaser agrees that any required relocation or adjustment of utilities of any kind within the Property as a result of Purchaser's use of the property for roadway improvements shall be done at no cost, responsibility, or obligation of Seller, her successors or assigns.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas American Title Company on or before July 31, 2015, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the

failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. 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, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

Sandra Anderson

Sandra Anderson

Address: 100 Sunset Ridge
Liberty Hill, TX 78642

Date: 7.2.2015

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

WALKER
TEXAS SURVEYORS, INC.
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

0.242 ACRE RIGHT-OF-WAY PARCEL NO. 1
SANDRA ANDERSON
B. MANLOVE SURVEY, ABSTRACT NO. 417,
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.242 ACRES (APPROXIMATELY 10,527 SQ. FT.) IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 7.35 ACRE TRACT OF LAND CONVEYED TO SANDRA ANDERSON IN A SPECIAL WARRANTY DEED DATED JUNE 30, 1999 AND RECORDED IN DOCUMENT NO. 199946139 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.242 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found at intersection of the proposed north right-of-way line of County Road 258 and the existing north right-of-way line of County Road 258 (right-of-way width varies), for the southwest corner of the said 7.35 acre tract and the southwest corner of the herein described tract of land, being also the southeast corner of a 262.022 acre tract conveyed to Macnak, LLC in Document No. 2007083912 of the Official Public Records of Williamson County, Texas.

THENCE North 08°02'26" West, with the proposed north right-of-way line of County Road 258, being also the common line of the said 7.35 acre tract and the said 262.022 acre tract, a distance of 36.15 feet to a 1/2" iron rod with "Walker 5283" cap set for the northwest corner of the herein described tract of land, from which a cotton spindle found at an angle point in said common line bears North 08°02'26" West, a distance of 813.63 feet;

THENCE North 68°43'58" East, leaving said common line, and crossing the 7.35 acre tract, with the proposed north right-of-way line of County Road 258, a distance of 298.16 feet a 1/2" iron rod with "Walker 5283" cap set in the west line of Lot 2, Final Plat of Omer Galle Subdivision, a subdivision of record in Document No. 2012011285 of the Official Public Records of Williamson County, Texas, for the northeast corner of the

herein described tract of land, from which a 1/2" iron rod found at an angle point in the west line of said Lot 2 bears North 02°19'33" East, a distance of 442.12 feet;

THENCE South 02°19'33" West, with the west line of Lot 2, at a distance of 22.51 feet passing a 1/2" iron rod found at the southwest corner of said Lot 2, being an angle point in the existing north right-of-way line of County Road 258, continuing with the existing north right-of-way line of County Road 258, in all a distance of 39.60 feet to a calculated angle point in the existing north right-of way line of County Road 258, being the south line of the said 7.35 acre tract, for the southeast corner of the herein described tract of land;

THENCE South 68°56'59" West, with the existing north right-of-way line of County Road 258, being the south line of the said 7.35 acre tract, a distance of 290.59 feet to the **POINT OF BEGINNING**, containing 0.242 acres of land, more or less.

Bearing Basis: The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-Line Positioning User Service (OPUS). Attachments: Survey Drawing No. 075029-PARCEL 01 REV.

11/26/14

Charles G. Walker Date
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800

SKETCH TO ACCOMPANY A DESCRIPTION OF 0.242 ACRES (APPROXIMATELY 10,527 SQ. FT.) IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 7.35 ACRE TRACT OF LAND CONVEYED TO SANDRA ANDERSON IN A SPECIAL WARRANTY DEED DATED JUNE 30, 1999 AND RECORDED IN DOCUMENT NO. 199946139 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

LEGEND	
○	1/2" IRON ROD WITH "WALKER 5283" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
$●_{HG}$	1/2" IRON ROD WITH "HARRIS GRANT" CAP FOUND
✸	COTTON SPINDLE FOUND
△	CALCULATED POINT
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
( )	RECORD INFORMATION

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N08°02'26"W	36.15'
L2	S02°19'33"W	39.60'

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEO DETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS).

COMBINED SCALE FACTOR = 0.999860020
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.00014
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0

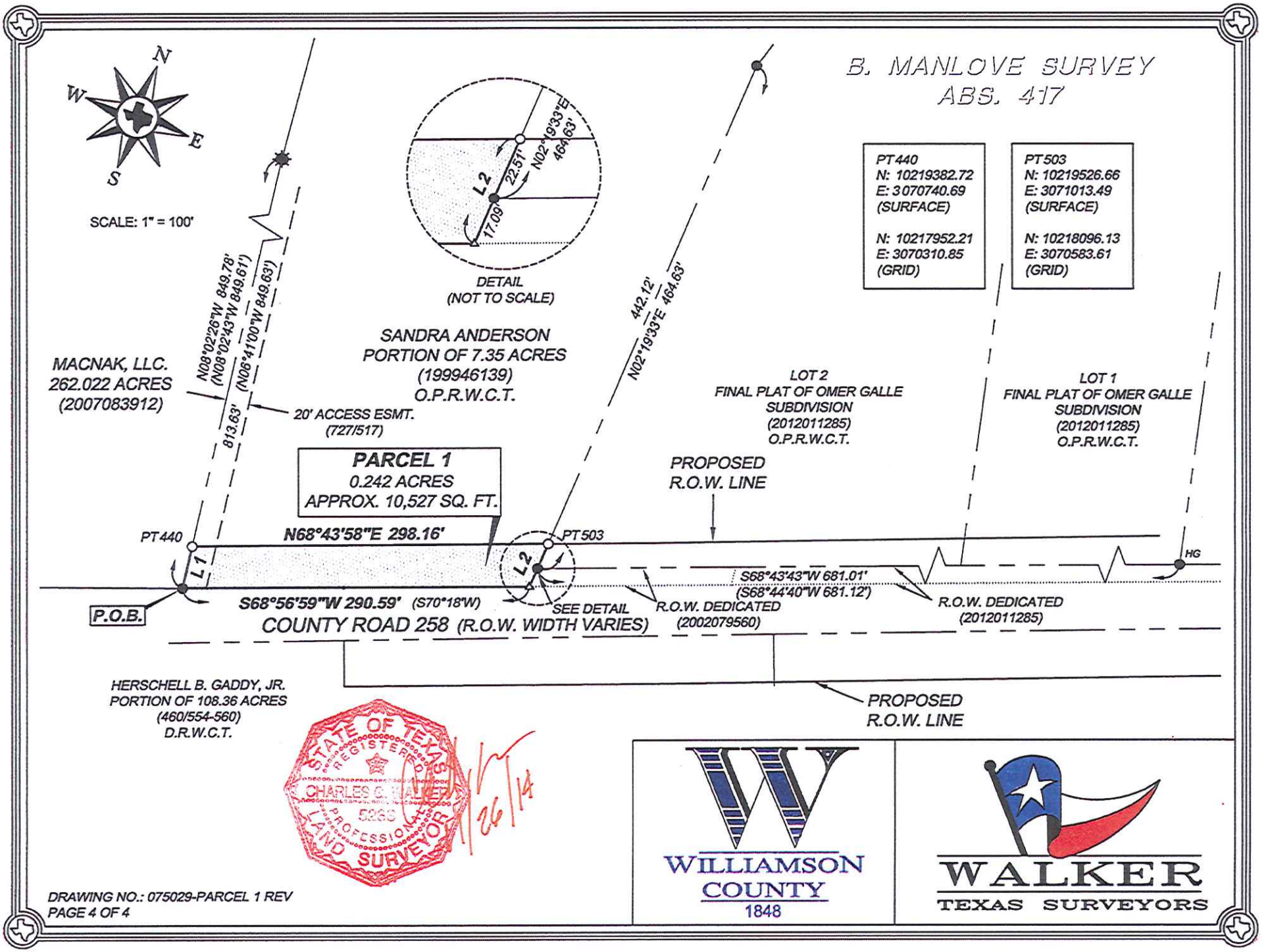
THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT AND NO TITLE SEARCH WAS PERFORMED BY THE SURVEYOR. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON. THE RECORD OF ACCESS ESMT. SHOWN HEREON WAS GIVEN TO THE SURVEYOR BY WILLIAMSON COUNTY. NO FURTHER EASEMENT RESEARCH HAS BEEN DONE BY THE SURVEYOR.

WALKER TEXAS SURVEYORS, INC.
P.O. BOX 324
CEDAR PARK, TEXAS 78630
(512) 259-3361
T.B.P.L.S. FIRM NO. 10103800

DATE OF SURVEY: 11/26/14
DRAWING NO.: 075029-PARCEL 1 REV
PROJECT NO.: 075029
DRAWN BY: CWW

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS



DRAWING NO.: 075029-PARCEL 1 REV
PAGE 4 OF 4

EXHIBIT "B"

Parcel 1

DEED
County Road 258 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That SANDRA ANDERSON, a single person, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.242 acre (approximately 10,527 Sq. Ft.) tract of land in the B. Manlove Survey, Abstract No. 417, Williamson County, Texas, being a portion of a 7.35 AC tract of land conveyed to Sandra Anderson in a special warranty deed dated June 30, 1999 and recorded in Document Number 199946139 of the Official Public Records of Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 1)**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 258, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2015.

GRANTOR:

_____
Sandra Anderson

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2015 by Sandra Anderson, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **32.**

Meeting Date: 07/14/2015

TXDOT LPA Resolution

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a TXDOT Resolution for FM 112 Agreement to Contribute ROW Funds.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TXDOT Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/09/2015 03:05 PM
Form Started By: Charlie Crossfield		Started On: 07/09/2015 11:31 AM
Final Approval Date: 07/09/2015		

STATE OF TEXAS	*****	***THE COMMISSIONERS COURT OF***
COUNTY OF WILLIAMSON	*****	***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the 14th day of July 2015, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, An Agreement to Contribute Right of Way Funds (Fixed Price $879.87) with TXDOT to make certain highway improvements on FM 112 which would benefit the citizens of Williamson County.

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this ___ day of _____, 2015.

_____

Dan A. Gattis, County Judge

Attest:

_____

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session **33.**

Meeting Date: 07/14/2015

TXDOT Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on an Agreement to Contribute ROW Funds for FM 112 with Texas Department of Transportation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FM 112 TXDOT Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/09/2015 03:05 PM
Form Started By: Charlie Crossfield		Started On: 07/09/2015 11:33 AM
Final Approval Date: 07/09/2015		

County Williamson
District Austin
ROW CSJ # 0334-01-046
CCSJ # 0334-01-043
Federal Project #:BR 1502(594)
Federal Highway Administration
CFDA # _____
Not Research and Development

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the "**State**"), and Williamson County, Texas, acting through its duly authorized officials (the "**Local Government**").

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on FM 112 from At Draw 1.0 Mi. E of US 79 to STR 0334-01-003, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "**Project**"); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

County Williamson
District Austin
ROW CSJ #_0334-01-046_____
CCSJ # 0334-01-043_____
Federal Project #:BR 1502(594)__
Federal Highway Administration
CFDA # _____
Not Research and Development

AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The agreement is terminated in writing with the mutual consent of the parties;

B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or

C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.

B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:

1. site conditions change;
2. work requested by the Local Government is ineligible for federal participation; or
3. the adjustment is mutually agreed on by the State and the Local Government.

C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation.* The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.

E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.

F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.

B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.

D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	**State:**
Honorable Dan A. Gattis	Director of Right of Way Division
County Judge, Williamson County	Texas Department of Transportation
710 South Main St., Suite 301	125 E. 11th Street
Georgetown, Texas 78626	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

7. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties 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 manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of $500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://txdot.gov/inside-txdot/office/audit/contact.html

C. If expenditures are less than $500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY 2015."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

County Williamson
District Austin
ROW CSJ #_0334-01-046_____
CCSJ # 0334-01-043_____
Federal Project #:BR 1502(594)__
Federal Highway Administration
CFDA # _____
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
John P. Campbell, P.E., SR/WA
Director, Right of Way Division
Texas Department of Transportation

_____
Date

County Williamson
District Austin
ROW CSJ #_0334-01-046_____
CCSJ # 0334-01-043_____
Federal Project #:BR 1502(594)__
Federal Highway Administration
CFDA # _____
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE

STATE OF TEXAS	*****	***THE COMMISSIONERS COURT OF***
COUNTY OF WILLIAMSON	*****	***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the 14th day of July 2015, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, An Agreement to Contribute Right of Way Funds (Fixed Price $879.87) with TXDOT to make certain highway improvements on FM 112 which would benefit the citizens of Williamson County.

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this ___ day of _____, 2015.

_____

Dan A. Gattis, County Judge

Attest:

_____

Nancy E. Rister, County Clerk

County Williamson
District Austin
ROW CSJ # 0334-01-046
CCSJ # 0334-01-043
Federal Project #:BR 1502(594)
Federal Highway Administration
CFDA # _____
Not Research and Development

ATTACHMENT B
LOCATION MAP SHOWING PROJECT

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
RIGHT OF WAY PROJECT
FM 112 - WILLIAMSON COUNTY

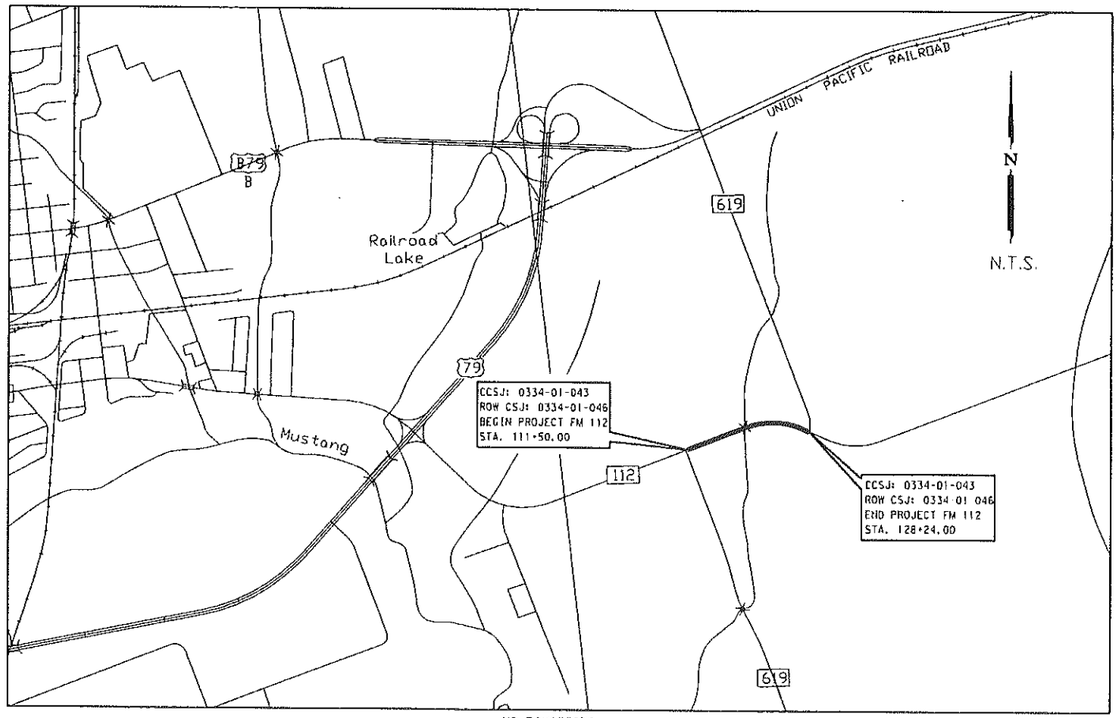
PROJECT LIMITS: AT DRAW
1.0 MILE E OF US 79

TOTAL LENGTH OF PROJECT: 0.317 MILES

CONSTRUCTION CSJ NO. : 0334-01-043
R.O.W. CSJ NO. : 0334-01-046

LEGEND
(UNLESS OTHERWISE NOTED)

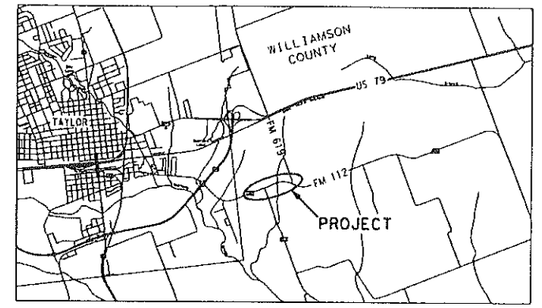
■	TxDOT TYPE II MONUMENT SET
■	TxDOT TYPE II MONUMENT FOUND
■	TxDOT TYPE I MONUMENT FOUND (BROKEN)
●	½" IRON ROD SET WITH "SURVTEX" CAP
●	½" IRON ROD FOUND
●	⅝" IRON ROD SET W/TxDOT ALUMINUM CAP
▲	CALCULATED POINT
( )	RECORD INFORMATION
NT	NON-TANGENT
—X—	WIRE FENCE
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT



NO EQUATIONS

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
01	TITLE SHEET
02	PARCEL INDEX / UTILITIES
03	PROPOSED ROW PLAN SHEETS



VICINITY MAP
(NOT TO SCALE)

Texas Department of Transportation

RECOMMENDED FOR ACQUISITION OF RIGHT OF WAY — DATE 2-05-2015
W J Breamy RPLS
DISTRICT SURVEYOR

RECOMMENDED FOR ACQUISITION OF RIGHT OF WAY — DATE 02/05/2015
Mark 3. Tietze, P.E.
AREA OR PROJECT ENGINEER

FINAL APPROVAL — DATE 02/06/15
M Ditch, PE
DISTRICT ENGINEER

THIS MAP IS AN INTERNAL TxDOT DOCUMENT. ITS CONTENTS SHALL NOT BE USED FOR ANY OTHER PURPOSE.

NOTES:

1. ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 DATUM. DISTANCES ARE ADJUSTED TO SURFACE BY PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00011.

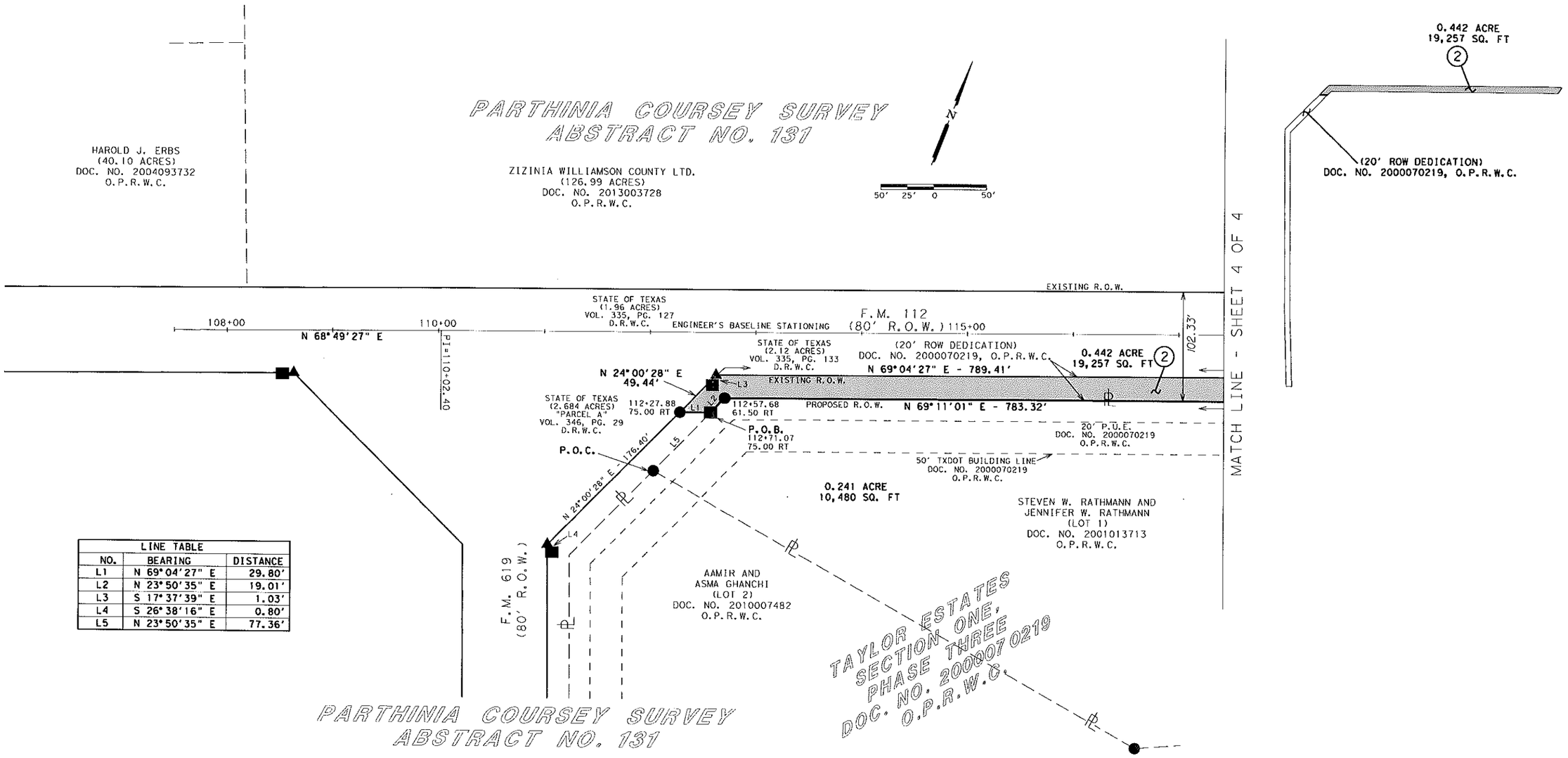
2. THE SQUARE FOOTAGE CALCULATED AND SHOWN HEREON IS BASED ON A COMPUTED CLOSURE OF EACH PARCEL AND IS FOR INFORMATIONAL PURPOSES ONLY.

3. IMPROVEMENTS SHOWN HEREON ARE BASED ON A DESIGN SURVEY OF A PORTION OF F.M. 112, PERFORMED FOR TxDOT IN JULY, 2013 (CSJ: 0334-01-043).

4. THIS SURVEY WAS PERFORMED WITHOUT THE BENIFIT OF A COMMITMENT FOR TITLE INSURANCE. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD THAT AFFECT THE TRACTS SHOWN HEREON THAT ARE NOT SHOWN.

SURVTEX CONSULTING LLC
PROFESSIONAL SURVEYING AND MAPPING SERVICES
600 W. Whitestone Blvd.
Cedar Park, Texas 78613
(512) 249-8875
Fax (512) 249-5040
TBPLS FIRM #10084600

SURVTEX #: 2013-0022			Date: 06-30-14			
FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.				SHT. NO.
	TEXAS					1 OF 4
STATE DISTRICT	COUNTY		CONT. NO.	SEC. NO.	JOB NO.	HIGHWAY NO.
AUSTIN	WILLIAMSON		0334 0334	01 01	043 046	F.M. 112
FILE/REF. FILE(S): 12-0022-RBORDER.DGN						



LINE TABLE		
NO.	BEARING	DISTANCE
L1	N 69°04'27" E	29.80'
L2	N 23°50'35" E	19.01'
L3	S 17°37'39" E	1.03'
L4	S 26°38'16" E	0.80'
L5	N 23°50'35" E	77.36'

NOTES:

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5. ACREAGE NOTED WITH AN "x" HAVE BEEN CALCULATED BY SURVTEX, LLC, AND ARE FOR INFORMATIONAL PURPOSES ONLY.

PARCEL NO.	EXISTING ACRES	OWNER * BASED ON WILLIAMSON COUNTY TAX APPRAISAL RECORDS *	BEGINNING STATION	ENDING STATION	TYPE OF CONV.	CONVEYANCE DOC. NO.	TAKING AC	APPROX. REMAINDER AC
01		OMITTED						
02	*0.955*	WILLIAMSON COUNTY, TEXAS	112+27.88	120+94.42			0.442	0.513

LEGEND
(UNLESS OTHERWISE NOTED)

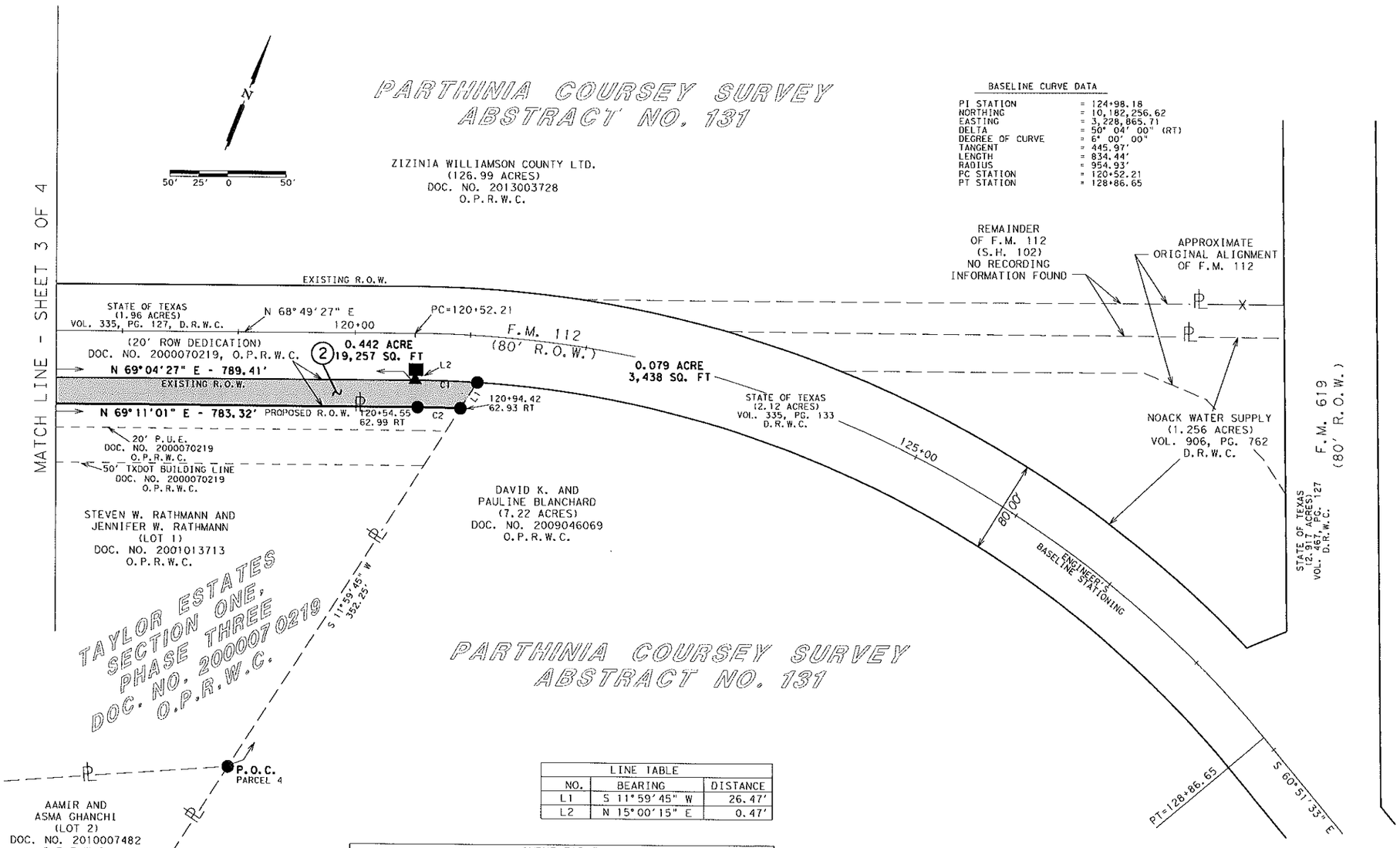
- TxDOT TYPE II MONUMENT SET
- TxDOT TYPE II MONUMENT FOUND
- TxDOT TYPE I MONUMENT FOUND (BROKEN)
- ½" IRON ROD SET WITH "SURVTEX" CAP
- ½" IRON ROD FOUND
- ⅝" IRON ROD SET W/TxDOT ALUMINUM CAP
- CALCULATED POINT
- FENCE POST
- ( ) RECORD INFORMATION
- NT NON-TANGENT
- PROPERTY LINE
- —X— WIRE FENCE
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

REVISIONS	DATE
PARCELS 1 & 3 REMOVED	12/18/2014

SURVTEX LLC
PROFESSIONAL SURVEYING AND MAPPING SERVICES
600 W. Whitestone Blvd.
Cedar Park, Texas 78613
(512) 249-8875
Fax (512) 249-5040
TBPLS FIRM #10084600

SURVTEX #: 2013-0022	Date: 06-30-14				
FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.			SHT. NO.
	TEXAS				2 OF 3
STATE DISTRICT	COUNTY	CONT. NO.	SEC. NO.	JOB NO.	HIGHWAY NO.
AUSTIN	WILLIAMSON	0334	01	043	F.M. 112
		0334	01	046	

FILE/REF. FILE(S): 12-0022-RBORDER.DGN, FM112-ANNO-STX-2D.DGN



PARTHINIA COURSEY SURVEY
ABSTRACT NO. 131

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S 11°59'45" W	26.47'
L2	N 15°00'15" E	0.47'

CURVE TABLE					
NO.	RADIUS	DELTA	LENGTH	CHORD BRG.	C.DIST.
C1	914.93'	03°22'17"	53.84'	N 70°45'36" E	53.83'
C2	895.00'	02°23'04"	37.25'	N 70°19'03" E	37.24'

NOTES:

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PARCEL NO.	EXISTING ACRES	OWNER * BASED ON WILLIAMSON COUNTY TAX APPRAISAL RECORDS *	BEGINNING STATION	ENDING STATION	TYPE OF CONV.	CONVEYANCE DOC. NO.	TAKING AC	APPROX. REMAINDER AC

LEGEND
(UNLESS OTHERWISE NOTED)

- ■ TxDOT TYPE II MONUMENT SET
- ■ TxDOT TYPE II MONUMENT FOUND
- ■ TxDOT TYPE I MONUMENT FOUND (BROKEN)
- ● ½" IRON ROD SET WITH "SURVTEX" CAP
- ● ½" IRON ROD FOUND
- ● ⅝" IRON ROD SET W/TxDOT ALUMINUM CAP
- ▲ CALCULATED POINT
- ✹ FENCE POST
- ( ) RECORD INFORMATION
- NT NON-TANGENT
- ℄ PROPERTY LINE
- —X— WIRE FENCE
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

REVISIONS	DATE
PARCELS 4, 5 & 6 REMOVED	12/18/2014

SURVTEX LLC
PROFESSIONAL SURVEYING AND MAPPING SERVICES
600 W. Whitestone Blvd.
Cedar Park, Texas 78613
(512) 249-8875
Fax (512) 249-5040
TBPLS FIRM #10084600

SURVTEX #: 2013-0022 | Date: 06-30-14

FED. ROAD DIV. NO.	STATE	FEDERAL AID PROJECT NO.	SHT. NO.
	TEXAS		3 OF 3

STATE DISTRICT	COUNTY	CONT. NO.	SEC. NO.	JOB NO.	HIGHWAY NO.
AUSTIN	WILLIAMSON	0334 0334	01 01	043 046	F.M. 112

FILE/REF. FILE(S): 12-0022-RBORDER.DGN, FM112-ANNO-STX-2D.DGN

County Williamson
District Austin
ROW CSJ #_0334-01-046_____
CCSJ # 0334-01-043_____
Federal Project #:BR 1502(594)__
Federal Highway Administration
CFDA # _____
Not Research and Development

ATTACHMENT C
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE

Standard Agreement to Contribute
State Performs Work
Attachment C

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Right of Way Acquisition	$0	0%	$0	0%	$0
Reimbursable Utility Adjustments	$8,798.72	90%	$7,918.85	10%	$879.87
Joint Bid Reimbursable Utility Adjustments	$0	0%	$0	0%	$0
	$0	0%	$0	0%	$0
	$0	0%	$0	0%	$0
	$0	0%	$0	0%	$0
	$0	0%	$0	0%	$0
	$0	0%	$0	0%	$0
TOTAL	$8,798.72	90%	$7,918.85	10%	$879.87

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

Commissioners Court - Regular Session **34.**

Meeting Date: 07/14/2015

Williamson County Sun Newspaper Stand Agreement - First Amendment

Submitted By: Shirley Taylor, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval of a First Amendment to License & Use Agreement with the Williamson County Sun for a newspaper rack at the Justice Center.

Background

This amendment is necessary in order to change the location of the rack from its current location at the Justice Center (405 Martin Luther King) on the sidewalk between the mailbox and FedEx box to the sidewalk on the north side of the Justice Center and to the left of the staircase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County Sun First Amendment License & Use Agreement

---

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/30/2015 08:14 AM
Form Started By: Shirley Taylor		Started On: 06/29/2015 04:12 PM
Final Approval Date: 06/30/2015		

FIRST AMENDMENT TO
LICENSE AND USE AGREEMENT
(Williamson County Sun Newspaper Rack at Justice Center)

THIS FIRST AMENDMENT TO THAT CERTAIN AGREEMENT LICENSE AND USE AGREEMENT, hereinafter "First Amendment", is entered into effective as of the date of the last party's execution hereof, between **Williamson County, Texas**, a body corporate and politic under the laws of the State of Texas, hereinafter "County", and **Williamson County Sun, Inc.**, hereinafter "User.

RECITALS

WHEREAS, County and User executed that certain agreement entitled License & Use Agreement (Williamson County Sun Newspaper Rack at Justice Center) hereinafter the "Agreement", which became effective as of April 14, 2015;

WHEREAS, it has become necessary to amend the Agreement in order to amend the Authorized Area (Location) that is set out in Exhibit A of the Agreement;

NOW, THEREFORE, premises considered, County and User agree that the Agreement is amended as follows:

AGREEMENTS

1. **Exhibit A of the Agreement** shall be supplanted and amended by the attached **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this First Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this First Amendment are the valid, binding and enforceable obligations of such party.

3. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

COUNTY:

_____

Dan A. Gattis, Williamson County Judge

DATED _____ _____, 20__

USER:

The Williamson County Sun, Inc.
Company / Organization

Authorized Signer: Dawn Steele

Printed Name: Dawn Steele

Representative Capacity: Circulation Manager

DATED June 16, 2015

Contact Person: Dawn Steele 512-930-4824

Address: 707 S. Main Street
Georgetown, TX 78626

Phone No.: 512.930.4824

Exhibit A

DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The COUNTY does hereby grant, subject to the terms and provisions hereof, to User, permission to use the following specified area(s), ingress and egress thereto via corridors and public areas devoted to ingress and egress, (the "Authorized Area"), for the following use and no other purpose (the "Permitted Use"):

Date(s):	**From – April 14, 2015** **To – September 30, 2019**
Hours:	**12:00 a.m. to 12:00 p.m.**
Permitted Use (Description of Use):	**Newspaper rack at Williamson County Justice Center (405 Martin Luther King) on the sidewalk, on the north side of the building and to the left of the staircase. The rack will be new and well maintained. The Sun will place papers in the rack on Tuesday's and Friday's after 5pm and The Sun will collect all proceeds, which will be submitted to Williamson County for the benefit of the Employee's Fund.**
Authorized Area (Location):	**Williamson County Justice Center (405 Martin Luther King) on the sidewalk, on the north side of the building and to the left of the staircase.**
License Fee:	**Collected proceeds will be for the benefit of the Wilco Employee's Fund**

Commissioners Court - Regular Session **35.**

Meeting Date: 07/14/2015

Discuss and consider approving the Tax Collection Agreement between the City of Leander and the County of Williamson, Texas

Submitted For: Deborah Hunt **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving the Tax Collection Agreement between the City of Leander and the County of Williamson, Texas.

Background

The three originals of the Tax Collection AGreement with teh City Leander requires the County Judges signature including the resolution. Hard copies will be sent via Interdepartmental mail to Judge Gattis for his signature after the Tax Assessor/Collector has signed her portion. Pages will be marked identfying where Judge Gattis should sign.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

City of Leander

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/02/2015 10:03 AM
Tax Assessor (Originator)	Judy Kocian	07/02/2015 10:39 AM
Form Started By: Judy Kocian		Started On: 07/02/2015 09:09 AM
Final Approval Date: 07/02/2015		

THE STATE OF TEXAS	**§**	**ASSESSMENT COLLECTION AGREEMENT**
	§	**FOR THE OAK CREEK PUBLIC**
COUNTY OF WILLIAMSON	**§**	**IMPROVEMENT DISTRICT**

WHEREAS, the City of Leander, a Texas home rule municipality, 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 Jurisdiction 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 the City of Leander, a Texas home rule municipality duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, 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 Jurisdiction for PID assessment collection purposes for those properties within within the Oak Creek Public Improvement District located within Leander, Williamson County, Texas (the "Oak Creek PID") only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect assessments which are levied by the Jurisdiction within the Oak Creek PID.

B. The Jurisdiction agrees to provide annually and upon request information pertaining to the properties, CAD quick ref IDs, legal descriptions, situs address, owner names, current year assessment, total assessment and remaining assessment balance in a format determined by the County.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code and Local Government 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 assessment levied by the Jurisdiction.

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

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from assessment collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction 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 Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that an assessment payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from assessment collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction 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 Jurisdiction must provide assessment information not later than September 1 or as soon thereafter as practicable.** In the absence of this requirement being met, the Jurisdiction 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 Jurisdiction 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 assessment 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 Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property assessments. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each real property parcel of taxable property, or account. The number of accounts assessed by the Jurisdiction and amounts to be assessed shall be determined by the Jurisdiction or agents thereof. The Tax Assessor-Collector shall notify the Jurisdiction 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 Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquires are related to the collection of assessments 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 assessment 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 assessments collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction'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 Jurisdiction shall assume all its assessment 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 assessment records shall be returned to Jurisdiction.

10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of assessments.

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 _____, 2015.

COUNTY OF WILLIAMSON

_____
Dan A. Gattis, County Judge
County of Williamson

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

JURISDICTION

_____
Christopher Fielder, Mayor

ATTEST

_____
Debbie Haile, City Secretary

CITY OF LEANDER
ESTABLISHED 1882 INCORPORATED 1974
STATE OF TEXAS

Commissioners Court - Regular Session **36.**

Meeting Date: 07/14/2015

Family Eldercare FY 16

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the FY 16 contract with Family Eldercare.

Background

This contract allows payment to Family Eldercare in the event of an appointment or necessity for guardianship. The contract amount is the same as FY 15.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Family Eldercare FY 16

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/07/2015 01:01 PM
County Judge Exec Asst.	Wendy Coco	07/08/2015 11:46 AM
Form Started By: Ashlie Koenig		Started On: 07/06/2015 12:01 PM
Final Approval Date: 07/08/2015		

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

CONTRACT
IN THE PUBLIC INTEREST
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
FAMILY ELDERCARE
(FY2016)
(Probate Court Operations- County Court at Law #4)

THIS CONTRACT is entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("WILLIAMSON COUNTY"), and FAMILY ELDERCARE, hereinafter referred to as ("FAMILY ELDERCARE").

W I T N E S S E T H

WHEREAS, WILLIAMSON COUNTY has an interest in supporting guardianships for individuals who are unable to care for themselves and have no family or friends to serve as guardian;

WHEREAS, FAMILY ELDERCARE has an interest in supporting the provision of community and county-wide eldercare support services;

WHEREAS, WILLIAMSON COUNTY believes that it is in the public interest to enter into this CONTRACT with FAMILY ELDERCARE;

NOW, THEREFORE, THE PARTIES agree as follows:

1. Public Purpose and Public Benefit. FAMILY ELDERCARE will operate as an independent contractor in Williamson County, Texas. FAMILY ELDERCARE shall use the funding paid hereunder to perform the services and achieve the broad goals outlined in this CONTRACT, *which must be based on referrals from Williamson County through the Presiding Judge of the County Court at Law #4*. The services include, but are not limited to the following items in order to complete the project:

As described in the Proposal from Family Eldercare, set forth in the attached Exhibit "A" and dated April 8, 2014, which is incorporated herein as if copied in full.

2. **Reports/Payment**. FAMILY ELDERCARE shall provide to WILLIAMSON COUNTY quarterly and annual financial reports in a form agreed upon by WILLIAMSON COUNTY, and FAMILY ELDERCARE shall cooperate with annual inspections and audits that WILLIAMSON COUNTY or the auditor on behalf of WILLIAMSON COUNTY may make to ensure service standards and fiscal responsibility.

In return, WILLIAMSON COUNTY agrees to pay from funding provided by WILLIAMSON COUNTY to FAMILY ELDERCARE the full yearly amount of **$73,800.00 payable in monthly installments of $6,150.00 after October 1, 2015 and *prior* to the end of FY2016 or September 30, 2016.**

3. **Reimbursement of Funds.** Despite the agreed upon method of payment set forth above, FAMILY ELDERCARE agrees to return to WILLIAMSON COUNTY all funds distributed to FAMILY ELDERCARE if (a.) FAMILY ELDERCARE's use of the funds for intended purposes is insufficient; (b.) this CONTRACT is terminated for any reason; (c.) FAMILY ELDERCARE fails in any other respect under this CONTRACT; (d.) FAMILY ELDERCARE changes its operations in such a way that, in WILLIAMSON COUNTY's opinion, the FAMILY ELDERCARE no longer serves a public purpose; or (e) FAMILY ELDERCARE conveys, leases or otherwise transfers its interest in the its operations to another entity without the prior written consent of WILLIAMSON COUNTY, which such consent shall not be unreasonably withheld provided the successor entity continues to use a public purpose consistent with the spirit of this CONTRACT. The reimbursement of funds shall be prorated based on those portions that were reasonably used for intended purposes.

4. **Records**. FAMILY ELDERCARE shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this CONTRACT. FAMILY ELDERCARE agrees that WILLIAMSON COUNTY'S auditors shall have the right to audit such FAMILY ELDERCARE records on an annual basis along with their regular review of records in a manner and form to be agreed upon by WILLIAMSON COUNTY and FAMILY ELDERCARE. FAMILY ELDERCARE further agrees that WILLIAMSON COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of FAMILY ELDERCARE which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. FAMILY ELDERCARE expressly agrees that WILLIAMSON COUNTY shall have access during normal working hours to all necessary FAMILY ELDERCARE facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Additionally, WILLIAMSON

COUNTY shall give FAMILY ELDERCARE reasonable advance notice of intended audits.

5. Independent Contractor/Indemnity. It is understood and agreed that FAMILY ELDERCARE is not and shall not in any sense be considered an employee, partner or joint venturer with WILLIAMSON COUNTY, additionally neither shall FAMILY ELDERCARE be considered or in any manner hold itself out as an agent or official representative of WILLIAMSON COUNTY. FAMILY ELDERCARE shall be considered an independent contractor for purposes of this CONTRACT and shall in no manner incur any expenses or liability on behalf of WILLIAMSON COUNTY.

FAMILY ELDERCARE FURTHER AGREES TO HOLD WILLIAMSON COUNTY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER THIS CONTRACT OR OCCASIONED BY FAMILY ELDERCARE.

6. Compliance With All Laws. FAMILY ELDERCARE and WILLIAMSON COUNTY each agree, in connection with the services or any related items to the subject matter of this CONTRACT, to comply with any and all local, state or federal requirements.

7. 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

FAMILY ELDERCARE:
FAMILY ELDERCARE
ATTN: Kent Herring
1700 RUTHERFORD LANE
AUSTIN, TEXAS 78754

GENERAL COUNSEL:
GENERAL COUNSEL
OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626

8. No Assignment. This CONTRACT may not be assigned.

9. Termination. Notwithstanding the agreed upon term, this CONTRACT may be terminated upon the occurrence of any of the following:

a. the termination of the corporate or business existence of FAMILY ELDERCARE;
b. the insolvency of FAMILY ELDERCARE, the filing of a petition in bankruptcy either by or against FAMILY ELDERCARE, or an assignment by

FAMILY ELDERCARE for the benefit of creditors;

c. the breach by FAMILY ELDERCARE of any of the terms of this CONTRACT and the continuation of such breach for a period of ten (10) days after written notice is given by WILLIAMSON COUNTY to FAMILY ELDERCARE of such breach.

d. upon WILLIAMSON COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

10. Term. The stated term of this CONTRACT shall be until **September 30, 2016**, but with on-going contractual obligations relating to audits and record keeping by FAMILY ELDERCARE extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY).

11. Employees. The parties covenant and agree that each party will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any similar taxes or expenses related to its own employees, including, but not limited to, license fees, insurance premiums and outfitting expenses. The Parties shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its own employees.

12. Venue & 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.

13. 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

14. Mediation. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this CONTRACT.

15. Proof of Non-Profit Status. FAMILY ELDERCARE has provided proof of status as a 501(c) non-profit corporate entity, which is attached and marked as "Exhibit A" and is incorporated herein as if copied in full. **Exhibit "B".**

EXECUTED to be effective as of the date of the last party's execution below.

FOR WILLIAMSON COUNTY:

_____

Presiding Officer

Williamson County Commissioners Court
Williamson County, Texas

Date: _____ _____, 20____

FOR FAMILY ELDERCARE:

_____
Authorized Agent
FAMILY ELDERCARE

Date: July 1 _____, 2015

STATE OF TEXAS *
COUNTY OF ~~WILLIAMSON~~ Travis *

This instrument was acknowledged before me on the 1st day of July, 2015, by ~~Janet L Arnold~~ Kent Herring, of the Williamson FAMILY ELDERCARE, on behalf of the organization.

_____
Notary Public, State of Texas

JANET L. ARNOLD
Notary Public, State of Texas
My Commission Expires
May 26, 2018

family ELDERCARE
At home with changing lives.

2014 Board of Directors
Frank Heffingwell
President
Cass Grange
President-Elect
Eric Lassberg
Secretary
Rudy Belton
Past President & Treasurer
Charles Colley
Robert Josef Cross
Bruce Garlick
Char Hu
Bill McHugh
Sandy Morris
Bliss Burdett Pak
Paul M. Saper
Shubhada Saxena

President's Council
Jackie Lelong
Founder Of Family Eldercare
Jacqueline Angel
Michelle Bonilla
Tom Buckle
Don Carnes
Ellis "Pat" Craig
John Crane
Mark Davis
Clyde Farrell
Alva Finck
Cheryl George
Holly Gilman
Deborah Green
Diane "Dede" Hebner
Barbara Lipscomb
Donna Loflin
Ann Marett
J.C. "Dusty" Mccormick
Susan Sharlot
Gail Sulak
Gaye Thompson
Brent Weber

April 8, 2014

The Honorable John B. McMaster
Williamson County Court at Law #4
405 M.L.K. Street, Box 17
Georgetown, TX 78626

Dear Judge McMaster:

Per your recent discussions with Family Eldercare, I am sending you a proposal requesting $73,800 from Williamson County in FY2015 for Family Eldercare to serve as legal guardian for up to 30 incapacitated older adults and adults with disabilities. Funds will be used to provide ongoing care management and/or estate management to incapacitated Williamson County residents referred by the Court. Family Eldercare will provide guardianship services for as long as they are needed.

Family Eldercare has provided Guardianship services since 1986. We have developed a cost effective model for this service by using trained Care Managers to provide care oversight. Our program is also very successful. In 2013, and several years prior, 100% of our clients were protected from abuse and neglect.

Family Eldercare is seeking a formal contract in order to continue providing and expanding our guardianship services in Williamson County. The benefits to the County in entering into a formal agreement include:

- Guaranteed availability of Guardianship services for up to 30 Williamson County residents through the creation of new guardianships or through appointment as successor guardian;
- Reduced County costs related to civil or criminal incidents and emotional/health crises experienced by persons needing guardianship;
- Ongoing protection, care management and an improved quality of life for vulnerable older and disabled residents who are at risk of fraud, abuse, failing health and neglect; and,
- Housing with support services, located within Williamson County or outside the County, for individuals who need specialized residential care.

I hope that you will forward our request to the Williamson County Commissioners Court for their consideration. Please let me know if you need additional information or have any questions. I can be reached at (512) 483-3553 or jhefner@familyeldercare.org.

Sincerely,

Joyce Hefner
Chief Executive Officer

generously supported by
St David's FOUNDATION

Offices in Austin and Georgetown
1700 Rutherford Lane Austin, Texas 78754
ph: 512.450.0844 fax: 512.459.6436
familyeldercare.org

Family Eldercare
Proposal to Provide Guardianship Services in Williamson County

Summary

Family Eldercare requests $73,800 from Williamson County in FY 2015 to provide legal guardianship for up to 30 incapacitated older adults and adults with disabilities. Funds will provide ongoing care, estate management, and legal services related to administering guardianship to individuals who are unable to care for themselves and have no family or friends to serve as guardian. In return for the County's investment, Family Eldercare will ensure that 100% of clients receive regular monitoring visits and protection from abuse, neglect or exploitation. Our proposal will also save the County a significant amount of costs related to serving individuals who need guardianship. These costs include law enforcement, legal, EMS, health and mental health expenses resulting from crises experienced by persons who need guardianship.

Need for Services

Williamson County has one of the fastest growing populations of older adults in the Country. Census data show that Williamson County's senior population has grown 110% since 2000.[1] The Texas State Data Center estimates that the number of older adults in Williamson County will grow to over 175,000 in 2040 – an increase of almost 400%. The most significant growth will be among persons age 75 and over.[2] This is important because these individuals tend to have fewer financial resources and more disabling health conditions that require regular care and monitoring. Many also will be challenged with degenerative brain disorders. By 2025, Texas is expected to experience a 48% increase in the number of older adults with Alzheimer's disease.[3]

In addition to the growing population of older adults in Williamson County there is also a significant population of disabled individuals. According to the 2012 American Community Survey, 34,303 Williamson County residents age 18 or older, or 11.4% of the adult population, have some type of disability. This does not include persons living in institutional settings. Of this non-institutionalized adult disabled population, 35% also had physical, mental or emotional conditions that made it difficult for them to live independently.[4]

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[1] U.S. Census, 2008-2012 American Community Survey 5-Year Estimates.
[2] Texas State Data Center. 2008 Population Projections by Single Years of Age (Table 2) by County http://txsdc.utsa.edu/tpepp/2008projections/indage_csv_county.php
[3] alz.org Alzheimer's Association, Texas. http://www.alz.org.
[4] 2012 American Community Survey, Table S1810, for Williamson County, TX.

Because of their frail physical and/or mental health, older adults and adults with disabilities are vulnerable to abuse, neglect, and financial exploitation, and need protection to live safely in community and institutional settings. In 2013, Adult Protective Services confirmed 419 cases victims of abuse, neglect or exploitation among Williamson County residents over age 18. Because this number only includes adults living in non-institutional settings, it understates the true extent of the problem. Research shows that for every reported case of elder abuse or neglect, another five instances go unreported. The majority of these abuse cases were committed by family members who are also the most common care providers for individuals in non-institutional settings.

Currently, there are over 200 guardianship investigation proceedings pending in Williamson County Court No. 4. Many of the persons subject to these investigations will not have family members or other persons willing or able to serve as their guardian.

Family Eldercare Guardianship Services

Family Eldercare has been providing guardianship services in Central Texas for over twenty years through staff members who are certified by the State of Texas Guardianship Certification Board. The guardianship program has a proven history of helping incapacitated individuals achieve a better quality of life by coordinating stable housing and appropriate medical care. In 2013, Family Eldercare served as guardian for 448 individuals and protected them from abuse, neglect, and exploitation and worked to increase their quality of life.

As legal guardian, Family Eldercare is responsible for managing nearly every aspect of a client's well-being, including their personal care, medical care, housing, financial management and even end of life decisions. Upon accepting a client for services, a Care Manager who is a certified guardian conducts an assessment and develops a comprehensive plan of care in collaboration with residential, medical, and other care providers. The assigned Care Manager will conduct at least one monthly visit to monitor the individual's condition, ensure his or her basic needs are met, advocate on his or her behalf, and secure resources to address unmet needs. Many individuals whose cases involve complex circumstances receive multiple monthly visits. Care Managers also ensure that clients are housed in the most appropriate, least restrictive living environment.

Care Managers are also responsible for ensuring clients remain free of abuse, that their individual rights are respected, and that they receive proper medical treatment. Once appointed as guardian for an individual, Family Eldercare provides care management, including providing consent for medical and psychiatric care, throughout the client's life

or until a court orders the guardianship closed. Typically, Family Eldercare provides guardianship services for many years.

Family Eldercare also recruits volunteers from the community to support clients. Volunteers visit clients monthly and provide much needed socialization and companionship to individuals who often have no family or friends. Volunteers may take clients shopping, or to recreational events, or just visit and provide company. In 2013, 67 community volunteers provided over 1,900 hours of support to Family Eldercare's Guardianship clients.

Family Eldercare's guardianship program has a lasting and meaningful impact on the lives of individuals who are extremely vulnerable to abuse, neglect and exploitation as a result of age or disability and who have no family or friends to help provide for their needs. An example is Sarah, a 65 year old woman with chronic schizophrenia with bipolar features. She is a Williamson County native, with no family members involved in her care. Sarah's chronic noncompliance with psychiatric care contributed to her being unable to maintain employment and, ultimately, becoming homeless. City of Georgetown and Williamson County Law officers struggled to deal with Sarah through the only tool available to them - the criminal justice system. Sarah was also committed to Austin State Hospital for 74 days (at a cost of approximately $500 per day) during this time. After Family Eldercare was appointed her guardian, however, the assigned Care Manager implemented a plan of care that ensured safe housing and access to medical and psychiatric care. Sarah currently lives in a Travis County group home and has been stable for the past 4 years. She has not been readmitted to Austin State Hospital.

Another example is Emma. Emma and her husband Harold moved to the Georgetown area after retirement. Their daughters lived in the area. Harold passed away in 2005. One afternoon five years later, Emma's daughters brought her to a nursing home. They left her there, and did not return. Emma was at the nursing home for a year, then experienced a decline in health. She critically needed a surgical procedure, however medical personnel felt that she was unable to give informed consent. Her daughters could not be found. Family Eldercare agreed to be appointed as her guardian and Emma received the necessary procedure. Back at the nursing home, Family Eldercare was there to monitor her well-being and to advocate for the best possible services. Family Eldercare was there at the end, ensuring that Hospice services were in place to keep her pain free. Emma passed away two months ago. Family Eldercare made the final arrangements.

Family Eldercare's Guardianship Program is a cost effective approach to providing guardianship. In many counties, probate courts address this responsibility by appointing and paying for private lawyers to advocate for and oversee the affairs of incapacitated

adults. Family Eldercare utilizes trained Care Managers, instead of attorneys, to oversee the care of incapacitated individuals.

Proposal for Funding from Williamson County

In 2013, Family Eldercare provided guardianship services to 448 individuals, including 25 residents of Williamson County. While Family Eldercare has been able to provide guardianship services without cost to Williamson County in the past, those services cannot be maintained or expanded without additional support. We are receiving an increased number of referrals, especially for individuals under the age of 55. In 2013, Family Eldercare received 22 referral calls from Williamson County. As of April 1, 2014, the program has received 14 calls from Williamson County requesting guardianship assistance.

Of the Williamson County residents served in 2013, 14 were older adults, most of whom suffer from Alzheimer's disease and dementia. The remaining clients were persons under age 55 who are incapacitated as a result of developmental or intellectual disabilities or chronic mental illness. Seventeen of the 25 persons served had incomes below the federal poverty income level.

Family Eldercare's request for funding of $73,800 in FY 2015 will provide Williamson County with a reliable, successful, and cost effective mechanism for addressing the needs of up to 30 county residents who are incapacitated as a result of age or disability. This request is based on the provision of guardianship services at a rate of $205/month per client, the rate of reimbursement paid by the Department of Aging and Disability Services for guardianship services. County funding will ensure that these residents receive the housing and care they need to live out their lives with dignity and well-being.

County funding for guardianship services will also reduce other costs incurred in dealing with incapacitated persons. Guardianship services frequently bring stability to the chaotic circumstances faced by many incapacitated persons. This stability leads to lower rates of emergency medical service calls, law enforcement dispatches, county jail incarceration, and involuntary mental health commitments, all of which are expensive services for the County to provide.

Our proposal includes providing both Guardianship of the Person and/or Guardianship of the Estate services to county residents. Family Eldercare does not propose to investigate guardianship cases or provide legal services to establish guardianships. Rather, the Court would appoint Family Eldercare as guardian after the investigation and initial guardianship. Family Eldercare will provide guardianship services in accordance with an agreement that further outlines our responsibilities, including

timeframes for providing care to referred individuals, program outcome measures, and reporting requirements.

Thank you for your consideration of this request. We value our partnership with Williamson County in addressing the needs of older adults and adults with disabilities. We are available if the County has questions or needs further information regarding this proposal.

Joyce Hefner
Chief Executive Officer
Family Eldercare
1700 Rutherford Lane
Austin, TX 78754
Phone: (512) 483-3553
Fax: (512) 459-6436
Email: jhefner@familyeldercare.org

RECEIVED FEB 0 9 2004

Internal Revenue Service

Date: February 5, 2004

Family Eldercare, Inc.
2210 Hancock Dr
Austin, TX 78756-2509

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Dalphene Naegele 31-04012
Customer Service Specialist
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
74-2286387

Dear Sir or Madam:

This is in response to your request of February 5, 2004, regarding your organization's tax-exempt status.

In January 1984 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990 T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

Janna K. Skufca

Janna K. Skufca, Acting Director, TE/GE
Customer Account Services

Commissioners Court - Regular Session **37.**

Meeting Date: 07/14/2015

Change Order2 Williamson County Microwave Refresh

Submitted By: Catherine Roberts, WC Radio Communication System

Department: WC Radio Communication System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action for the approval of a no cost change order related to the ongoing Williamson County microwave refresh project.

Background

This is a no cost change order to extend the completion date for microwave refresh project originally executed on 10-17-13.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WILCO Change Order 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/02/2015 10:03 AM
Form Started By: Catherine Roberts		Started On: 07/01/2015 03:04 PM
Final Approval Date: 07/02/2015		

MOTOROLA SOLUTIONS

CHANGE ORDER

TX-12I133C-002

Change Order No.	TX-12I133C-002
Date:	7/1/2015
Project Name:	WILCO MW REFRESH TX-12I133C
Customer Name:	Williamson County
Customer Project Mgr:	Catherine Roberts

The purpose of this Change Order is to:

This is a no cost change order to extend the completion date for this project due to delays such as the redesign of the Lime Creek site microwave (MW) system due to

1. Removal of the Florence site tower from the MW Loop design (additional time another path study) at no additional cost to Williamson County,
2. A redesign to maintain Taylor site on the air via changes to the MW loop design for a temporary configuration of the MW Loop (at no additional cost to Williamson County),
3. An Austin requirement to replace a 10' dish antenna with a smaller MW antenna (*at no additional cost to Williamson County*), and
4. A new customer requirement for a 15-day burn-in period after the Acceptance Test and similar changes in the project.

Contract # Contract/PO# 148965 **Contract Date:** **10-17-2013**

In accordance with the terms and conditions of the contract identified above between Williamson County and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	$ 4,300,000.00
Previous Change Order amounts for Change Order numbers 001 through 001	$ 274,134.28
This Change Order:	$ 0.00
New Contract Value:	$ 4,574,134.28 (no cost change for this change order)

Completion Date Adjustments

Original Completion Date:	12-01-2014
Current Completion Date prior to this Change Order:	05-25-2015
New Completion Date:	**10-30-2015**

Changes in Equipment:

High Performance Radio Transceivers and new MW antenna for Lime Creek and Liberty Hill sites *at no additional cost to Williamson County.*

MOTOROLA SOLUTIONS

CHANGE ORDER

TX-12I133C-002

Changes in Services:
Additional Motorola Solutions Systems Integration Engineering, System Technologist and Project Manager time *at no additional cost* to Williamson County.

Schedule Changes:
The schedule was updated to reflect the delays due to the changing customer requirements. New completion date is 10/30/2015 (or sooner – the Motorola project team is focused on completion of this project as soon as possible).

Pricing Changes:
No changes to pricing.

Customer Responsibilities:
No change.

Payment Schedule for this Change Order:
No change.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.		**Customer**	
By:	Mark A. Thor	By:	
Printed Name:	Mark A Thor	Printed Name:	
Title:	Regional Services Mgr.	Title:	
Date:	07/01/2015	Date:	

Reviewed by: James B Sullivan Date:

Motorola Solutions Project Manager

Commissioners Court - Regular Session **38.**

Meeting Date: 07/14/2015

SimplexGrinnell

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on terminating a Monitoring Service Agreement between Williamson County and SimplexGrinnell, L.P. relating to fire and burglary monitoring services for the Williamson County Emergency Services Operation Center .

Background

This item is necessary to terminate the existing monitoring agreement for the ESOC. Convergint Technologies, LLC is being requested as the new service provided.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Termination Notice

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/30/2015 02:19 PM
Form Started By: Hal Hawes		Started On: 06/30/2015 01:20 PM
Final Approval Date: 06/30/2015		

WILLIAMSON COUNTY
COURTHOUSE
710 MAIN STREET
GEORGETOWN, TEXAS 78626

Hal C. Hawes,
General Counsel

Office of General Counsel

Williamson County, Texas

TELEPHONE: (512) 943-3862

Stan O. Springerley,
Assistant General Counsel

July 14, 2015

Simplex Grinnell, L.P.
Attn: Curtis Crail,
District General Manager
608 Royston Lane, Building 1
Round Rock, TX 78664

In re: Notice of Termination of Monitoring Service Agreement between Williamson County, Texas and SimplexGrinnell, L.P.

Dear Mr. Crail:

As you are aware, Williamson County (County) and SimplexGrinnell, L.P. (SimplexGrinnell) entered into the enclosed Monitoring Service Agreement for fire and burglary monitoring services for the Williamson County Emergency Services Operation Center. The Williamson County Commissioners Court, as the legislative body for the county, decided to make changes in this category of services. Pursuant to the terms of Addendum No. 1 that was a part of the Monitoring Service Agreement, Williamson County has opted to terminate the said agreement.

Therefore, the purpose of this letter is to give Simplex Grinnell, L.P. official notice that Williamson County has elected to terminate the Monitoring Service Agreement between the parties, and such termination will be effective in thirty (30) calendar days from the date of this letter.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

Hal C. Hawes,
General Counsel

cc: Williamson County Auditor's Office

tyco / Fire & Security / SimplexGrinnell

Monitoring Service Agreement

U.L. Acct. ☐

Subscriber's Name: Elemergency Svcs Ops Center Monitoring Account #:
Address: 911 Tracy Chambers Ln City: Georgetown
State: TX Zip: 78628 Customer No./Sequence:
Premise Phone #: (512) 943-1599 Fax #: (361) 884-3815 Cross Street:
Township: Williamson Mailing Address: Williamson Cty Facilities 3101 SE Inner Loop Georgetown< TX 78626
Account Type: ☒ Fire ☒ Burglary ☐ Medical ☐ Elevator ☐ National Account ☐ Critical Condition

CONTACT/CALL LIST, Responsible Parties : Premises # will be called prior to contact list.

Name	Phone #	Pass/Abort Code (10 character limit)
Facilities Tech	512-943-1599 Option 0	WILCO
Gary Wilson	512-851-7089	WILCO

LOCAL EMERGENCY DISPATCH NUMBERS (Must be 24-HR)

Fire Dept. (Local)	(512) 911	Paramedics (Local)	( )
Police Dept. (Local)	(512) 911	Other:	( )

Communicator (dialer) type: Model #: EST iO500GD Intrusion Panel Model #:
Format Reporting: ☐ 3 x 1 ☐ 3 x 1 EXT ☐ 4 x 2 ☐ BFSK ☐ Contact ID ☐ Per Point
Time Zone: Central Automatic Test Timer Interval (Daily, Weekly, Monthly or None):
This account to receive periodic activity reports on the following basis: ☐ Weekly Reports ☐ Monthly Reports

Alarm System Dialer Programming/Set-up Information:

Code Transmitted	Protected Areas	AUD	SIL	Alarm Type

TERMS OF THIS AGREEMENT ARE
☐ Time and Material ☐ Price Not to Exceed $ ☒ Fixed Price of $ 420.00 Annually
Deposit $ Balance Due $ ☐ AMEX ☐ MC/VISA ☐ Discover
Card Holder: Credit Card #: Expiration Date:

Special Instructions (if required): ONE TIME $475 CHARGE FOR PROGRAMMING. THE COST FOR NEW DIALER IS $375.00 IF NEEDED
This account will be programmed to send opening and closing signals (security alarm systems only) ☐ Yes ☐ No
Type of Open / Close Monitoring to be provided: ☐ Open / Close Log Only Monitoring ☐ Supervised Open / Close Monitoring

Daily schedule for supervised open/close monitoring:

Daily	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Opening Time							
Closing Time							
Window*							

Holidays Closed:
* All supervised accounts will be assigned a 60 minute time window for scheduled openings and closings. If subscriber requests a longer or shorter time window, please specify.

----------SHADED AREA TO BE FILLED OUT BY SIMPLEXGRINNELL----------

Dispatch Permit #:
State License #: District #: Completed by: Date:
Maintenance Agreement Coverage Code:

Term of Agreement: The initial term of this Agreement shall be for a period of 5 year(s) beginning on the Date of Agreement and shall self-renew for successive periods of 1 year thereafter under the same terms and conditions except for the price, which shall be increased to the applicable price in effect at the renewal date, unless either party gives the other written notice of cancellation at least thirty (30) days prior to the expiration of a term. It is agreed that SimplexGrinnell shall not be responsible to provide Monitoring Services under this Agreement unless and until the communication link between Subscriber's premises and SimplexGrinnell's Monitoring Center has been tested.
IMPORTANT NOTICE REGARDING YOUR LEGAL RIGHTS: The Terms and Conditions on the reverse side are an important part of this Agreement and may affect your legal rights. Among other things, these terms significantly limit SimplexGrinnell's liability should an event occur that this service is designed to detect. By signing this Agreement you acknowledge that you have read, acknowledge, and agree to be legally bound by all Terms and Conditions of this Agreement.

Annual Monitoring Fee $: $420.00
Subscriber/Authorized Signature: SimplexGrinnell Representative Signature: Curtis Craig Date: ~~2/25/13~~ 3/2/13
Printed: Gary Wilson Printed: ~~RICHARD DRY~~ CURTIS CRAIG

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Monitoring Service Agreement

SUBSCRIBER'S NAME:
The *Subscriber's legal* name. If a business, this would be the name as indicated on the business license. Also include name of the building or premise if the Subscriber is a commercial property manager.

MONITORING ACCOUNT #
The account number (location address code) given to you by the Monitoring Center.

UL ACCOUNT:
Is the fire or burglar alarm listed with Underwriters Laboratories?

ADDRESS:
This must be the street address of the monitored premises, along with any additional address information such as Suite or Building #. Post office boxes cannot be allowed for obvious reasons. If a separate address or P.O. Box is used for billing purposes, please provide where indicated.

CITY:
City, Township, etc. where the Subscriber is located.

STATE:
State in which Subscriber is located.

ZIP:
Zip code in which Subscriber is located.

CUSTOMER NUMBER/SEQUENCE:
The eight digit number assigned to this customer in the SimplexGrinnell billing system, along with the four digit Sequence Number which identifies the monitoring unit created for this account.

PREMISE PHONE #
Subscriber's phone number. Used to verify alarm signals and to contact subscribers in the event of alarm malfunction.

PREMISE FAX #
Subscriber's fax number, if appropriate.

CROSS STREET:
Authority having jurisdiction often asks for the nearest cross street in order to expedite dispatching of emergency response personnel.

TOWNSHIP:
Many jurisdictions require the township as well as the city name prior to

dispatching the authorities.

MAILING ADDRESS:
Subscriber's mailing address if it is different from the premise address.

ACCOUNT TYPE:
☒ Fire ☐ Burglary ☐ Medical ☐ Elevator ☐ National Account
☐ Critical Condition

CONTACT / CALL LIST (RESPONSIBLE PARTIES):
Premises # will be called prior to contact list.

NAME:
Responsible parties' names in the order in which they are to be called. Names listed should be persons who can shut off the alarm system and if necessary respond to the premises when notified of an alarm activation by the Monitoring Center.

PHONE #
Phone number at which the responsible party can be contacted by the Monitoring Center. This is presumed to be a residence phone number unless otherwise noted.

PASS CODE / ABORT CODE (10 CHARACTER LIMIT):
This can be a number, word, or combination of letters and numbers. It is a secret code selected by the Subscriber to confirm that the user is authorized to access account information, place the system on test and verify false alarms. All security alarm monitoring accounts must have a Pass Code; Pass Codes on fire alarm monitoring accounts are recommended but not required. On fire alarm accounts, the monitoring account number will function as the Pass Code if one is not selected by the Subscriber.

LOCAL EMERGENCY DISPATCH NUMBERS:
List telephone number, including area code, of correct local emergency dispatch authority/agency (Police, Fire Department, 911, etc.) Be sure to verify that the Subscriber is located within the jurisdiction of the agency given. The number should be the 24-hour emergency dispatch number, not the administrative office.

COMMUNICATOR:
Manufacturer's name and type of dialer (DACT) used.

MODEL #
Model number of dialer (DACT) used.

INTRUSION PANEL MODEL #
Example: 3001, 3007, etc.

FORMAT REPORTING:
Check appropriate box or write in specific type of communications format to be used by the dialer (DACT).

TIME ZONE:
EST, CST, MST, PST.

AUTOMATIC TEST TIMER INTERVAL:
The interval between Automatic Timer tests, i.e. 24 hours (Daily), Weekly, Monthly or none.

ACTIVITY REPORTS:
Computer generated reports of all account activity, including Open/Close signals if applicable, which are to be sent periodically to the customer. Specify whether reports are to be sent monthly or weekly.

NUMBER OF PARTITIONS:
A "partition" is a group of devices or points that are monitored in the central station and assigned an account number that makes it unique. Typically this "partition" is a building on a multi-building campus setting.

CODE TRANSMITTED:
Codes transmitted by the alarm system dialer to the Monitoring Center, i.e. 1, 2, 3, 31, 32, etc., depending on the electronic communications format used. It is necessary to list all code information to be used by the dialer.

PROTECTED AREA:
Description of area the alarm zone would cover, i.e. Front Door, Warehouse, etc. on a security alarm. Please note that although you may have the resolution code list, be sure to always include the description of that zone in order to assure accuracy.

AUD / SIL:
Check appropriate box.
AUD=Audible Alarm; SIL=Silent Alarm

TERMS OF THIS AGREEMENT:
Terms of customer payment.

METHOD OF CUSTOMER PAYMENT:
Credit card information.

SPECIAL INSTRUCTIONS (IF REQUIRED):
Please note as specifically as possible any special instructions on how alarm activations are to be handled by the Monitoring Center if they differ in any way from normal dispatch and notification procedures. Example: "Call customer premise first to verify before dispatching on alarms received during normal business hours."

OPENING AND CLOSING SIGNALS:
On security alarm systems only, dialers can be programmed to send a signal to the Monitoring Center each time the system is disarmed (opening signal) or armed (closing signal).

OPEN / CLOSE – LOG ONLY:
All opening and closing signals received by the Monitoring Center are logged in the account's activity history, but no action is taken by an operator.

OPEN / CLOSE – SUPERVISED:
The monitoring center will call on any opening or closing signals which are received outside of the scheduled "window" for the account.

WINDOW:
If the Subscriber's business will be reporting Open/Close signals from a security alarm system which are to be supervised by the monitoring center, the default time set for the "window" is 60 minutes. The window works as follows: If a business is scheduled to open at 0800 and has a 60 minute window, the business will receive a call from the monitoring center for an Early Open if the system is disarmed prior to 0700. If the business does not open by 0900, the Monitoring Center will call on a No Open received. If the business is scheduled to close at 1700, but remains open (alarm system is not armed) past 1800, the Monitoring Center will call on the No Close Received.

DISPATCH PERMIT #
Required by some authorities prior to dispatch.

STATE LICENSE #
Include SimplexGrinnell State License # on this form, if applicable. Some states require this number to be printed on all correspondence. Check state and local jurisdiction laws or codes as they pertain to your area.

DISTRICT #
This would normally be the district office listing number.

COMPLETED BY:
Name of person completing form.

DATE:
Date form was completed and signed.

MAINTENANCE AGREEMENT COVERAGE CODE:
Insert technical support response code for contract response services.

ANNUAL MONITORING FEE:
Write in the dollar amount to be billed to the customer on an annual basis.

SUBSCRIBER/AUTHORIZED SIGNATURE:
This acknowledges Subscriber's agreement to pay the Annual Monitoring Fee, as well as Subscriber's agreement to be bound by the Terms and Conditions set forth by SimplexGrinnell on the reverse side of the Monitori Service Agreement form.

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Monitoring Service Agreement

TERMS AND CONDITIONS

1. Introduction. Subscriber has contracted with SimplexGrinnell for monitoring services at the location indicated on the front side of this Agreement.

2. SimplexGrinnell's Duties. Subscriber agrees and acknowledges that SimplexGrinnell's sole and only obligation under this Agreement shall be to monitor signals sent by various media including, but not limited to, telephone lines, cellular devices, satellite technology and radio telemetry and received by means of a protective system (hereinafter "System") and to respond thereto by notifying the party (or parties) identified by Subscriber. Upon receipt of a protective system signal, SimplexGrinnell shall WITHOUT WARRANTY attempt to notify the party (or parties) that has been identified by Subscriber as the proper party to notify under the circumstances encountered.

3. Waiver of Warranty; Exculpatory Clause. Subscriber understands that SimplexGrinnell offers several levels of protection services and that the level described has been chosen by Subscriber after considering and balancing various levels of protection afforded and their related costs. IT IS UNDERSTOOD AND AGREED THAT: SIMPLEXGRINNELL IS PROVIDING A SERVICE DESIGNED TO REDUCE THE RISK OF LOSS; THAT SIMPLEXGRINNELL IS NOT AN INSURER; THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY SUBSCRIBER COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE; THE PAYMENTS HEREUNDER ARE BASED SOLELY ON THE VALUE OF THE MONITORING SERVICES AS DESCRIBED HEREIN AND ARE UNRELATED TO THE VALUE OF ANY OF SUBSCRIBER'S PROPERTY, OR THE PROPERTY OF OTHERS LOCATED AT SUBSCRIBER'S LOCATION; THE VALUE OF WHICH IS KNOWN ONLY BY SUBSCRIBER; THAT SIMPLEXGRINNELL IS NOT LIABLE FOR LOSSES CAUSED BY THE MALFUNCTION OR NON-FUNCTION OF THE SYSTEM OR EQUIPMENT OR THE MONITORING, REPAIRING, SIGNAL HANDLING OR DISPATCHING SERVICES EVEN IF DUE TO SIMPLEXGRINNELL'S NEGLIGENCE OR FAILURE TO PERFORM. SIMPLEXGRINNELL MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES OR EQUIPMENT SUPPLIED WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES OR EQUIPMENT ARE DESIGNED TO DETECT. SIMPLEXGRINNELL MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE EQUIPMENT SUPPLIED, OR ANY HARDWARE, SOFTWARE OR NETWORKS USED IN CONNECTION WITH THE SYSTEM SHALL CORRECTLY HANDLE THE PROCESSING OF DATES BEFORE AND AFTER DECEMBER 31, 1999, OR THAT THE SERVICES HEREUNDER SHALL ENSURE SUCH CORRECT DATE HANDLING.

4. Third Party Indemnification. Since the parties agree that Subscriber retains the sole responsibility for the life and safety of all persons on its premises, and for protecting against losses to its own property and the property of others located on its premises, Subscriber agrees to indemnify, defend, and hold harmless SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers, or representatives, from and against all claims, lawsuits, and losses, including attorneys' fees, by persons not a party to this Agreement, alleged to be caused by the improper operation of the system, whether due to malfunctioning or nonfunctioning of the system or the negligent performance or nonperformance of the monitoring services or other installation, maintenance or other services by SimplexGrinnell or its officers, employees, agents, subcontractors, suppliers, or representatives. Additionally, Subscriber agrees to list SimplexGrinnell, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insured on all insurance policies in effect on the premises.

5. Limitation of Liability; Liquidated Damages. SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF SIMPLEXGRINNELL TO PERFORM ANY OF ITS OBLIGATIONS OR SERVICES HEREIN, INCLUDING, BUT NOT LIMITED TO, MONITORING SERVICES, INSTALLATION OR MAINTENANCE; THE FAILURE OF THE EQUIPMENT (SYSTEM) TO OPERATE PROPERLY, BY ACTIVE OR PASSIVE NEGLIGENCE, OR BY FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, BECAUSE OF AMONG OTHER THINGS: (A) THE UNCERTAIN AMOUNT OR VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT AT THE MONITORED LOCATION WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE EQUIPMENT (SYSTEM) AND/OR SERVICES IS DESIGNED TO DETECT; (B) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDIC UNIT, PATROL SERVICE OR OTHERS. SHOULD ANY OF THESE PARTIES BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING; (C) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY SIMPLEXGRINNELL'S FAILURE TO PERFORM OR BY ITS EQUIPMENT'S FAILURE TO OPERATE; OR (D) THE UNCERTAIN NATURE OF OCCURRENCES WHICH MIGHT CAUSE INJURY OR DEATH TO SUBSCRIBER OR ANY OTHER PERSON. THEREFORE, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IF ANY LOSS OR LIABILITY IS ALLEGED AGAINST SIMPLEXGRINNELL, IRRESPECTIVE OF CAUSE, INCLUDING, BUT NOT LIMITED TO, WHETHER THE LOSS OR LIABILITY IS CAUSED BY SIMPLEXGRINNELL'S OWN NEGLIGENCE, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL MONITORING FEE OR TWENTY FIVE HUNDRED (2500.00) DOLLARS, WHICHEVER IS LESS. THIS SUM SHALL BE PAID AND RECEIVED AS EITHER (1) LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (2) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE SIMPLEXGRINNELL'S SOLE AND EXCLUSIVE LIABILITY. UNDER NO CIRCUMSTANCES SHALL SIMPLEXGRINNELL BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE IN EXCESS OF SUCH AMOUNT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO REAL OR PERSONAL PROPERTY, LOSS OF PROPERTY OR REVENUE, COST OF CAPITAL, COSTS OF PURCHASED OR REPLACED GOODS, OTHER ECONOMIC LOSS HOWEVER OCCASIONED, AND WHETHER ALLEGED AS CAUSED BY THE INSTALLATION, REPAIR, DESIGN, SALE, LEASE, OR FAILURE OF THE MONITORING EQUIPMENT OR SERVICE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BREACH OF WARRANTY OR NEGLIGENCE, ACTIVE, PASSIVE, JOINT, SEVERAL OR OTHERWISE, STRICT LIABILITY, TORT, OR OTHERWISE BY SIMPLEXGRINNELL, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS, OR REPRESENTATIVES. Subscriber agrees to obtain insurance coverage adequate to protect Subscriber's interest in light of the limitation of liability stated in this Agreement. If subscriber wishes SimplexGrinnell to increase the amount of the above limitation of liability or liquidated damages, Subscriber may inquire about obtaining an increase to this amount in exchange for the payment of an additional monthly charge, but such additional monthly charge shall not be construed to mean that SimplexGrinnell is an insurer or to relieve Subscriber of the sole responsibility to obtain and maintain insurance. The foregoing shall survive the termination or expiration of this Agreement. SimplexGrinnell assumes no responsibility for any loss in excess of such amount.

6. Subscriber's Duties. In addition to Subscriber's duty to indemnify, defend, and hold SimplexGrinnell harmless as provided above: (a) Subscriber shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by SimplexGrinnell during the term of this Agreement. Subscriber shall be solely responsible for testing the System for accurate date handling capabilities, and for maintaining such capabilities. Subscriber agrees that it is responsible for any losses or damages due to malfunction, miscommunication, or failure of Subscriber's system to accurately handle, process, or communicate date data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Subscriber's premises of signal or data transmission through any media, Subscriber shall notify SimplexGrinnell immediately. If space/interior protection (i.e., ultrasonic, microwave, infrared, etc.) is part of the System, Subscriber shall walk test the system in the manner recommended by SimplexGrinnell. (b) When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other source of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Subscriber shall notify SimplexGrinnell. (c) Subscriber shall notify SimplexGrinnell regarding any remodeling or other changes to the protected premises that may affect operation of the System. (d) Subscriber shall cooperate with SimplexGrinnell in the installation, operation, and maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the System, the rendering of services and the provision of security for the premises. (e) Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing, and service charges of telephone lines connecting Subscriber's premises to SimplexGrinnell. Subscriber acknowledges that alarm signals from Subscriber's premises to SimplexGrinnell are transmitted over Subscriber's telephone service and that in the event the telephone service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Subscriber's alarm system will not be received by SimplexGrinnell during any such interruption in telephone service and the interruption will not be known to SimplexGrinnell. Subscriber agrees that in the event the equipment or system continuously transmits signals reasonably determined by SimplexGrinnell to be false and/or excessive in number, Subscriber shall be subject to the additional costs and fees incurred by SimplexGrinnell in receiving and/or responding to the excessive signals.

7. Authorized Personnel & Emergency Information. Subscriber agrees to furnish forthwith a written list of the names, addresses and telephone numbers of all persons authorized to enter or remain on Subscriber's premises and/or that should be notified in the event of an alarm. Subscriber agrees to provide all changes, revisions and modifications to the above to SimplexGrinnell in writing in a timely manner. Subscriber shall furnish to SimplexGrinnell certain emergency information and shall keep it current by providing SimplexGrinnell with any changes in writing, providing the required identifying information in a timely manner.

8. Assignees and/or Subcontractors of SimplexGrinnell. SimplexGrinnell shall have the right to assign this Agreement in whole or in part to any other person, firm, or corporation and shall have the further right to subcontract any surveillance, monitoring, maintenance, patrol, emergency response, or other services which it may be required to perform hereunder. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to SimplexGrinnell's maximum liability and third party indemnification, shall inure to the benefit of and are applicable to any assignees and/or subcontractors of SimplexGrinnell, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to SimplexGrinnell.

9. Assignment by Subscriber. Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of duties and obligations under this Agreement unless SimplexGrinnell agrees in writing to the transfer of the Agreement.

10. Taxes, Fees, Fines, Licenses, and Permits. (a)Subscriber agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services listed, including telephone company line charges if any. SimplexGrinnell shall have the right, at any time, to pass along to Subscriber any increases in the monthly charges which hereafter may be imposed on SimplexGrinnell by utility or government agencies relating to the service(s) provided under the terms of this Agreement, and Subscriber hereby agrees to pay the same. (b) Subscriber agrees to assume all responsibility for any false alarms or signals given by the protective equipment. Subscriber will indemnify, pay and defend SimplexGrinnell and its authorized contractors and hold each of them harmless from and against any responsibility or liability for payment of associated fines, penalties or other costs. (c) Subscriber shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Subscriber fails to maintain any required licenses or permits, SimplexGrinnell shall not be responsible for performing the services and may terminate the services with notice to Subscriber.

11. Increase in Service Charges. SimplexGrinnell shall have the right to increase the Service Charges provided for herein by giving Subscriber thirty (30) days written notice in advance of the effective date of such increase. Charges for time and materials services are based upon SimplexGrinnell's service rates in effect at the time of the service, and are subject to change without notice.

12. Delay or Interruptions. SimplexGrinnell assumes no liability for delay in the installation of the System or for interruption of monitoring services due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrections, interruption of availability of telephone, cable, cellular, satellite, or radio service or service through any other medium, malfunction or unavailability of the system related to date handling problems, irrespective of cause, acts of God, or for any other cause beyond the control of SimplexGrinnell, and will not be required to provide installation or other services to Subscriber while interruption of service due to any such cause may continue. SimplexGrinnell assumes no liability for delay of installation or services due to non-cooperation of the Subscriber or his agents in providing access to that area of installation or service on any device or devices of the Subscriber or of others to which SimplexGrinnell's equipment is attached.

13. Outside Charges. Subscriber understands and accepts that SimplexGrinnell specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including, but not limited to, fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Subscriber, whether requested or not and whether such entities were correctly or incorrectly notified by SimplexGrinnell, its agents, or subcontractors.

14. Default/Termination. In the event Subscriber fails to pay any amount, Subscriber abuses the equipment or the use of the monitoring facility, Subscriber fails to comply with any of the terms and conditions hereof, Subscriber makes an assignment for the benefit of creditors, an order for relief is entered against Subscriber under any chapter of the National Bankruptcy Code, as amended, a receiver or trustee is appointed for all, or substantially all, the assets of Subscriber, or there is a dissolution or termination of existence of Subscriber, or if Subscriber is in default under this Agreement and such default continues for ten (10) days after SimplexGrinnell gives Subscriber written notice of such default, in addition to any other remedies provided by law, SimplexGrinnell may pursue any one or more of the following remedies, which are cumulative and nonexclusive: (a) Terminate all services subscribed for hereunder by giving ten (10) days written notice to Subscriber, without terminating this Agreement, and recover all amounts due to SimplexGrinnell; (b) Take possession of all SimplexGrinnell owned equipment wherever situated and for such purpose enter upon Subscriber's property without liability for so doing; (c) By notice to Subscriber, declare immediately due and payable all moneys to be paid by Subscriber during the Primary Term or, if the Primary Term has then expired, declare immediately due and payable all moneys to be paid during any Renewal Term then in effect, and Subscriber shall thereupon be obligated to pay such moneys to SimplexGrinnell immediately. Subscriber shall in any event remain fully liable for reasonable damages as provided by law and for all costs and expenses incurred by SimplexGrinnell on account of such default including all court costs and reasonable attorneys' fees. The waiver by SimplexGrinnell of a breach of any obligation of Subscriber shall not be deemed a waiver of such obligation or any subsequent breach of the same or any other obligation. The subsequent acceptance of payment hereunder by SimplexGrinnell shall not be deemed a waiver of any prior existing breach, regardless of SimplexGrinnell's knowledge of such prior existing breach at the time of acceptance of such payments.

15. One Year Limitation on Actions. It is agreed that no suit or cause of action shall be brought against SimplexGrinnell more than one (1) year after the accrual of the cause of action thereto.

16. Waiver of Subrogation. Subscriber does hereby for itself and all other parties claiming under it release and discharge SimplexGrinnell from and against all hazards covered by Subscriber's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against SimplexGrinnell.

17. Entire Agreement, Modification; Waiver. This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. This Agreement can be modified only in writing, signed by the parties or their duly authorized representatives. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

18. Choice of Law; Venue. The laws of the Commonwealth of Massachusetts shall govern the validity, enforceability and interpretation of the Agreement. It is agreed that any suit or action initiated as a result of this Agreement or in any way arising out of this Agreement or the Monitoring Services to be provided under this Agreement shall be brought in a court of competent jurisdiction within the Commonwealth of Massachusetts.

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ADDENDUM NO. 1
TO MONITORING SERVICE AGREEMENT BETWEEN SIMPLEXGRINNELL LP
AND
WILLIAMSON COUNTY, TEXAS

The underlying Monitoring Service Agreement (the "Agreement"), between SimplexGrinnell LP ("SimplexGrinnell") and Williamson County, Texas ("Subscriber") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

1. **Termination for Convenience.** Subscriber may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to SimplexGrinnell. In the event of such termination, it is understood and agreed that only the amounts due to SimplexGrinnell 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 Subscriber's termination of this Agreement for convenience.

2. **No Indemnification by Subscriber.** SimplexGrinnell acknowledges and agrees that under the Constitution and the laws of the State of Texas, Subscriber cannot enter into an agreement whereby Subscriber agrees to indemnify or hold harmless any other party, including but not limited to SimplexGrinnell; therefore, all references of any in this Agreement to Subscriber indemnifying, holding or saving harmless any other party, including but not limited to SimplexGrinnell, for any reason whatsoever are hereby deemed void and deleted.

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

4. **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 Subscriber, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Subscriber 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.

5. **Subscriber's Right to Audit.** SimplexGrinnell agrees that Subscriber 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 SimplexGrinnell which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. SimplexGrinnell agrees that Subscriber shall have access during normal working hours to all necessary SimplexGrinnell facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Subscriber shall give SimplexGrinnell reasonable advance notice of intended audits.

6. **Non-Appropriation and Fiscal Funding.** The obligations of the Subscriber under this Agreement do not constitute a general obligation or indebtedness of Subscriber for which Subscriber is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Subscriber shall have the right to terminate this Agreement at the end of any Subscriber fiscal year if the governing body of Subscriber does not appropriate sufficient funds as determined by Subscriber's budget for the fiscal year in question. Subscriber may effect such termination by giving written notice of termination to SimplexGrinnell at the end of its then-current fiscal year to be effective as of the last day of Subscriber's fiscal year.

7. **Payment, Interest and Late Payments.** Subscriber'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 Subscriber 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 Subscriber 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 Subscriber'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 SimplexGrinnell, Subscriber shall notify SimplexGrinnell of the error not later than the twenty first (21st) day after the date Subscriber receives the invoice. If the error is resolved in favor of SimplexGrinnell, SimplexGrinnell shall be entitled to receive interest on the unpaid balance of the invoice submitted by SimplexGrinnell beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the Subscriber, SimplexGrinnell 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.

8. **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.

9. **Sales and Use Tax Exemption.** Subscriber 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 materials subject hereof are being secured for use by Subscriber. Exemption certificates will be provided to contractors and suppliers upon request.

10. **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 Subscriber, 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 Subscriber as to whether or not the same are available to the public. It is further understood that Subscriber's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Subscriber, 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 Subscriber by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

SimplexGrinnell LP ("SimplexGrinnell") by and through its General Partner

Name of General Partner:

By: _____

Printed Name: CURTIS CRAIG

Title: DISTRICT GENERAL MANAGER

Date: 3/27, 2013

Williamson County, Texas ("Subscriber")

By: _____
Dan A. Gattis

Title: Williamson County Judge

Date: 04-16, 2013

Commissioners Court - Regular Session **39.**

Meeting Date: 07/14/2015

Covergint Monitoring

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving System Monitoring Proposals between Williamson County and Convergint Technologies, LLC in relation to monitoring fire and security systems at sixteen different county facilities (DIR Contract #DIR-SDD-2216) and authorize the County Judge to execute the proposals and agreements necessary to obtain to such services.

Background

Gary Wilson and/or Todd Imboden of Facilities will be present to answer any questions regarding the transition to Covergint and the associated discounts that will be received. This purchase is being made through DIR Contract #DIR-SDD-2216.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal Set No 1

Proposal Set No 2

Proposal Set No 3

Proposal Set No 4

Proposal Set No 5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/30/2015 02:19 PM
Form Started By: Hal Hawes		Started On: 06/30/2015 01:26 PM
Final Approval Date: 06/30/2015		

Systems Monitoring Proposal

Customer Name: Williamson County, Texas **Proposal Number:** 204-09032014-01

Building Name: Lott Training Center

Address: 107 Holly

Georgetown, Texas 78626

Phone: (512) 943-1352 **Email:** timboden@wilco.org

Billing Address (if different from the address listed above)

Name: _____ **Attn:** _____

Address: _____

_____

Phone: _____ **Contact:** _____

Customer agrees to purchase, and Convergint Technologies LLC (CTLLC) agrees to provide monitoring service according to the terms and conditions of DIR Contract #DIR-SD-2216, the terms set out in this System Monitoring Proposal, which shall become an agreement once executed by Customer and Convergint Technologies, LLC, and according to the Terms and Conditions of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement. DIR Contract #DIR-SD-2216 shall not be binding on EMERgency Twenty Four, Inc.. To the extent of any conflict between DIRE Contract #DIR-SD-2216 and the System Monitoring Proposal conflict, the latter shall control, except to the extent such controlling provision would violate Texas law. Customer agrees to provide RJ31X telephone jack(s), dedicated phone line(s) and other equipment as may be required. This proposal amount is based on one trip by CTLLC to program and test the dialer or communicator. Material, installation and additional trips due to phone lines not being installed properly will be billed to the customer at current Time and Material rates. Final acceptance is subject to CTLLC approval.

System Monitoring Options: *Indicate your choice(s) with a (✓)*

☒ **U.L. Listed Monitoring**	~~$420.00~~ **$344.40 (DIR Discounted Rate After 18% Discount)**	
☐ **Intrusion Monitoring**	**$420.00** (includes weekly test signal)	
☐ **Elevator Monitoring**	**$420.00** (no test signal)	
☐ **Other** ____	**$**____	**Duration:** ☐ **Annual** ☐ **3-Year** ☒ **5-Year**
Total Price:	**$344.40 per year**	**Start Date:** **February 18, 2015**

Attach Purchase Order or Requisition if Required

Customer By: _____ **Convergint By:** Kevin Popejoy

Signature: _____ **Signature:** [signature]

Title: County Judge **Title:** Vice President

Date: _____ **Date:** February 18, 2015

P.O. #: _____

Convergint Technologies • 10535 Boyer Blvd, Suite 300 • Austin, Texas 78758
Phone 512-351-4042 • Cell 512-845-7333
www.convergint.com

Systems Monitoring Options

Monitoring Service Options

Utilizing EMERGency24, CTLLC provides customers with fully redundant monitoring services resulting in a fail-safe monitoring network.

Subscriber Secure Internet Service Included with all monitoring agreements, Convergint Technologies subscribers receive the ability to manage and monitor their account on-line via Secure Internet Services. Secure Internet Services allows the subscriber to perform tasks including the ability to place accounts on test, make ***temporary*** changes to party information, view account history, view account data and request account information changes.

Generic Subscriber History Reports Another exclusive feature is the ability to obtain generic alarm activity reports listing the date, time and description of the alarm signal. Information through these services is secured by the same encryption process used for Internet financial transactions.

Subscribers also receive PASS CODE cards that include various methods and procedures for contacting the monitoring facility.

In addition to the basic services listed below, Convergint Technologies offers a variety of optional services. Your CTLLC representative can provide additional information upon request.

Test Signal Options Test signals are necessary to ensure your system is operational and transmitting signals to the Monitoring Station. A test signal will be transmitted from your system to the Monitoring Station based on the type of monitoring you select. Should the test signal fail for any reason, this is indicative of a system or telephone communications failure. Having such a failure places your facility at great risk should a fire alarm or security system alarm occur. The Monitoring Station would not receive notification of the alarm condition, and would not contact the local authority to alert them to the situation. Should a Test Signal fail to be received at the Monitoring Station, a call will be placed to the individual(s) identified on the Subscriber Monitoring Agreement if selected under Callback Options. A service call to resolve the system failure should be placed to CTLLC as soon as possible.

Type of Monitoring	UL Listed Monitoring Service (daily test signal)	DIR Discount (18%)	DIR Discounted UL Listed Monitoring Service	UL Listed Central Station Service
	$420.00 annually	$75.60 annually	$344.40 annually	Cost Provided Upon Request

Back Up Communications Options

This option is highly recommended when monitoring Security Systems. In the event of a telephone communication system failure, having a method of back-up communications in place will help to ensure continuous protection of your facility. Your CTLLC representative can provide additional information upon request.

Type of Back Up	Radio (AlarmNet or SafetyNet)	Cellular
	Cost Provided Upon Request	Cost Provided Upon Request

Additional Charges or Maintenance Fees

Based upon account activity, and from time-to-time, it is necessary to charge additional maintenance fees for specific items beyond CTLLC's control. These items are identified below.

Item	Fee	Frequency
Call List alterations	$7.75	Per addendum or revision.
Excessive or run-away signals (in excess of 3 per month)	$1.55	Per signal.

Customer's payment for services hereunder shall be governed by Chapter 2251 of the Texas Government Code, as further set out in DIR Contract #DIR-SDD-2216. Customer agrees to pay all taxes, including state or local taxes, however designated, levied, or based on the service charges pursuant to this System Monitoring Proposal.

Breach or Default

If Customer does not pay the amounts due hereunder or breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the Customer ceases doing business as a going concern, CTLLC, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal. If CTLLC breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the CTLLC ceases doing business as a going concern, Customer, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal.

Cancellation

After the complete execution of this System Monitoring Proposal, Customer shall have the right to terminate the resulting agreement, for convenience and without cause or further liability, upon thirty (30) days written notice to CTLLC. In the event of such termination, it is understood and agreed that only the amounts due to CTLLC for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination for convenience under this provision.

Length of Plan

After execution of this System Monitoring Proposal by an authorized representative of CTLLC and Customer, the term of the resulting agreement shall be 12 months unless indicated elsewhere in this System Monitoring Proposal. Unless cancelled with 30 days prior written notice, the resulting agreement shall renew for successive term(s) at the prices and under the terms and conditions in effect at the time of renewal. Fees paid hereunder are not refundable once this agreement is in effect.

Force Majeure

CTLLC and EMERGency24 shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

Notification

It is the obligation of the Customer to keep the "Call List" updated. All changes and revisions to the "Call List" shall be submitted on the Permanent Change Form, signed and submitted to CTLLC. Changes shall become effective within five (5) business days of submittal.

Conflicting Terms

Should there arise a conflict of terms or conditions between this System Monitoring Proposal, the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, DIR Contract #DIR-SDD-2216 and a purchase order issued by Customer, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement; (b) this System Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by Customer.

Subscriber Monitoring Information

Call List

Parties (P1 through P5) will be called in sequence until one party is reached.

Type	Description	Name	Primary Phone #	Comments (ext., pager, work, home, etc)
P1	Party			
P2	Party			
P3	Party			
P4	Party			
P5	Party			
P6	Party			
P7	Party			
P8	Party			
P9	Party			
P10	Party			
P11	Party			
P12	Party			
P13	Party			
P14	Party			
P15	Party			
A1	**Police**			**2nd #:**
A2	**Fire**			**2nd #:**
A3	**Medical**			**2nd #:**
A4	**Other**			**2nd #:**

Business Hours of Monitored Site *(only required for monitoring of Scheduled Openings and Closings)*

Sample		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
09:00	**Open**							
18:30	**Close**							

Pass-Codes or Passwords

Pass-codes (3 alphanumeric characters preferred, 3 min., 10 max.)

_____ _____ _____ _____ _____

or

Passwords (6 alphanumeric characters preferred, 3 min., 10 max.)

_____ _____ _____ _____ _____

Code Under Stress *(security monitoring only)*

Code (numbers only, 3 digits max.) _____ _____ _____

Subscriber Secure Internet Access Info *(case sensitive)*

User Name 1: _____ **User Name 2:** _____

Password: _____ **Password:** _____

E-mail Address: _____ **E-mail Address:** _____

SUBSCRIBER MONITORING AGREEMENT - TERMS & CONDITIONS

NOTE TO SUBSCRIBER: IN ADDITION TO ANY OTHER TERMINATION RIGHTS HEREUNDER, YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

1. WHEREAS, Williamson County, Texas, a political subdivision of the State of Texas, hereinafter called SUBSCRIBER, has heretofore entered an agreement with its Alarm Co., CONVERGINT TECHNOLOGIES LLC (hereinafter called "CONVERGINT"), and has on this date entered into this agreement (hereinafter called "Agreement") with EMERgency Twenty Four, Inc., or its assigns herein called EMERGENCY 24, the terms of which provide for Monitoring of Incoming Signal from Subscriber's local protective system located at the address set forth on the Convergint Systems Monitoring Proposal and EMERGENCY 24's monitoring receiving facility.

Subscriber: Williamson County, Texas executed this _____ day of _____, _____

By: _____ Street: _____

Signature: _____ City: _____ State: _____ Zip: _____

Title: _____ ☐ check if addendum attached with additional locations

Convergint Technologies LLC ("CONVERGINT") Subscriber's Alarm Company

By: Kevin Popejoy Title: Vice President

Signature: _____

EMERgency24:

By: _____

Signature: _____

2. IT IS THEREFORE AGREED for in consideration of such agreement that:
3. The SUBSCRIBER will set the alarm system for protection required.
4. The local protective system at SUBSCRIBER'S premises is not the property of EMERGENCY 24 and said system is to be kept in working order by SUBSCRIBER. EMERGENCY 24 cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of EMERGENCY 24 is to maintain in working order its Monitoring Receiving Facility. EMERGENCY 24, upon receipt of a signal from a SUBSCRIBER'S premises, shall transmit notification of the alarm promptly to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the Subscriber Monitoring Information page of the Convergint Systems Monitoring Proposal and/or data changes received by EMERGENCY 24 from CONVERGINT or SUBSCRIBER, from time to time, unless there is just cause to assume that an emergency condition does not exist.
5. SUBSCRIBER will pay any Village or Municipal permits or license fees as may be required.
6. SUBSCRIBER agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or services provided under this Agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected.
7. That this Agreement may be cancelled by EMERGENCY 24 at any time, upon a ten (10) day written notice, if false alarms continue to occur.
8. That this Agreement may be canceled without previous notice, at the option of EMERGENCY 24, in the event EMERGENCY 24 Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EMERGENCY 24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed.
9. Should there arise a conflict of terms or conditions between this Agreement, the Convergint System Monitoring Proposal, DIR Contract #DIR-SDD-2216 and a purchase order issued by SUBSCRIBER, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) this Agreement; (b) the Convergint Systems Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by SUBSCRIBER. Only the terms of this Agreement shall be binding on EMERGENCY 24.

10. This Agreement shall continue for as long as CONVERGINT contracts with EMERGENCY 24 for the performance of monitoring duties for the SUBSCRIBER. In the event that the CONVERGINT notifies EMERGENCY 24 of its termination of service for the performance of monitoring duties for the SUBSCRIBER for any reason or in the event that CONVERGINT fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, EMERGENCY 24 will give the SUBSCRIBER at least 15 days notice of termination of such services to the SUBSCRIBER and, upon giving such notice, this Agreement and all of EMERGENCY 24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between EMERGENCY 24 and CONVERGINT and neither party hereto shall have any claim against the other.
11. SUBSCRIBER may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Convergint. In the event of such termination, it is understood and agreed that only the amounts due to Convergint for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for SUBSCRIBER's termination of this Agreement for convenience. The foregoing shall not affect Convergint's obligations to EMERGENCY 24.
12. EMERGENCY 24 shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall EMERGENCY 24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EMERGENCY 24.
13. EMERGENCY 24 shall not be obligated to perform any monitoring service hereunder during any time when telephone or telephone equipment shall not be working since signals to EMERGENCY 24 are received solely by means of telephone communication.
14. EMERGENCY 24 hereby disclaims all warranties, express or implied, including those of merchantability or fitness that its services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.
15. It is agreed that EMERGENCY 24 is not an insurer and that it is not the intention of the parties that EMERGENCY 24 assume responsibility for any loss or damage sustained through burglary, theft, robbery or other illegal act of a third party. For any claim or cause of action arising under or related to this Agreement: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) EMERGENCY 24's liability for damages of any kind to SUBSCRIBER shall be limited to the total amount paid by SUBSCRIBER to Convergint under the terms of the Convergint Systems Monitoring Proposal during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of EMERGENCY 24's liability shall not apply to violation of State or Federal law.
16. To the extent allowed by Texas law, SUBSCRIBER hereby releases discharges and agrees to hold EMERGENCY 24 harmless from any and all claims liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER and/or CONVERGINT, his agent or insurance company or by any other parties claiming under or through SUBSCRIBER and/or CONVERGINT. To the extent allowed by Texas law, SUBSCRIBER agrees to indemnify EMERGENCY 24 against, defend and hold EMERGENCY 24 harmless from any claims for subrogation which may be brought against EMERGENCY 24 by any insurer or insurance company or its agents or assigns, including payment of all damages expenses, costs and attorneys' fees.
17. It is the responsibility of CONVERGINT to insure that the service and the notifications entered on the Convergint Systems Monitoring Proposal, the SUBSCRIBER'S MONITORING AGREEMENT and related ADDENDA forms are proper and correct and that the form is signed by the SUBSCRIBER.
18. 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 Williamson County, Texas and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
19. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
20. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, proposals or agreements, either oral or written. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS AND CONDITIONS must be signed by all three parties. No verbal agreements shall alter the above order.

[Rest of this page intentionally left blank]

Systems Monitoring Proposal

Customer Name: Williamson County, Texas **Proposal Number:** 204-09032014-01

Building Name: Parking Garage

Address: 305 W. 4th Street

Georgetown, Texas 78626

Phone: _____ **Email:** timboden@wilco.org

Billing Address (if different from the address listed above)

Name: _____ **Attn:** _____

Address: _____

_____

Phone: _____ **Contact:** _____

Customer agrees to purchase, and Convergint Technologies LLC (CTLLC) agrees to provide monitoring service according to the terms and conditions of DIR Contract #DIR-SD-2216, the terms set out in this System Monitoring Proposal, which shall become an agreement once executed by Customer and Convergint Technologies, LLC, and according to the Terms and Conditions of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement. DIR Contract #DIR-SD-2216 shall not be binding on EMERgency Twenty Four, Inc.. To the extent of any conflict between DIRE Contract #DIR-SD-2216 and the System Monitoring Proposal conflict, the latter shall control, except to the extent such controlling provision would violate Texas law. Customer agrees to provide RJ31X telephone jack(s), dedicated phone line(s) and other equipment as may be required. This proposal amount is based on one trip by CTLLC to program and test the dialer or communicator. Material, installation and additional trips due to phone lines not being installed properly will be billed to the customer at current Time and Material rates. Final acceptance is subject to CTLLC approval.

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☐ **Elevator Monitoring**	**$420.00** (no test signal)	
☐ **Other** _____	**$**_____	**Duration:** ☐ **Annual** ☐ **3-Year** ☒ **5-Year**
Total Price:	**$344.40 per year**	**Start Date:** **February 18, 2015**

Attach Purchase Order or Requisition if Required

Customer By: _____ **Convergint By:** Kevin Popejoy

Signature: _____ **Signature:** _____

Title: County Judge **Title:** Vice President

Date: _____ **Date:** February 18, 2015

P.O. #: _____

Convergint Technologies • 10535 Boyer Blvd, Suite 300 • Austin, Texas 78758
Phone 512-351-4042 • Cell 512-845-7333
www.convergint.com

Systems Monitoring Options

Monitoring Service Options

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Subscriber Secure Internet Service Included with all monitoring agreements, Convergint Technologies subscribers receive the ability to manage and monitor their account on-line via Secure Internet Services. Secure Internet Services allows the subscriber to perform tasks including the ability to place accounts on test, make ***temporary*** changes to party information, view account history, view account data and request account information changes.

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In addition to the basic services listed below, Convergint Technologies offers a variety of optional services. Your CTLLC representative can provide additional information upon request.

Test Signal Options Test signals are necessary to ensure your system is operational and transmitting signals to the Monitoring Station. A test signal will be transmitted from your system to the Monitoring Station based on the type of monitoring you select. Should the test signal fail for any reason, this is indicative of a system or telephone communications failure. Having such a failure places your facility at great risk should a fire alarm or security system alarm occur. The Monitoring Station would not receive notification of the alarm condition, and would not contact the local authority to alert them to the situation. Should a Test Signal fail to be received at the Monitoring Station, a call will be placed to the individual(s) identified on the Subscriber Monitoring Agreement if selected under Callback Options. A service call to resolve the system failure should be placed to CTLLC as soon as possible.

Type of Monitoring	UL Listed Monitoring Service (daily test signal)	DIR Discount (18%)	DIR Discounted UL Listed Monitoring Service	UL Listed Central Station Service
	$420.00 annually	$75.60 annually	$344.40 annually	Cost Provided Upon Request

Back Up Communications Options

This option is highly recommended when monitoring Security Systems. In the event of a telephone communication system failure, having a method of back-up communications in place will help to ensure continuous protection of your facility. Your CTLLC representative can provide additional information upon request.

Type of Back Up	Radio (AlarmNet or SafetyNet)	Cellular
	Cost Provided Upon Request	Cost Provided Upon Request

Additional Charges or Maintenance Fees

Based upon account activity, and from time-to-time, it is necessary to charge additional maintenance fees for specific items beyond CTLLC's control. These items are identified below.

Item	Fee	Frequency
Call List alterations	$7.75	Per addendum or revision.
Excessive or run-away signals (in excess of 3 per month)	$1.55	Per signal.

Customer's payment for services hereunder shall be governed by Chapter 2251 of the Texas Government Code, as further set out in DIR Contract #DIR-SDD-2216. Customer agrees to pay all taxes, including state or local taxes, however designated, levied, or based on the service charges pursuant to this System Monitoring Proposal.

Breach or Default

If Customer does not pay the amounts due hereunder or breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the Customer ceases doing business as a going concern, CTLLC, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal. If CTLLC breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the CTLLC ceases doing business as a going concern, Customer, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal.

Cancellation

After the complete execution of this System Monitoring Proposal, Customer shall have the right to terminate the resulting agreement, for convenience and without cause or further liability, upon thirty (30) days written notice to CTLLC. In the event of such termination, it is understood and agreed that only the amounts due to CTLLC for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination for convenience under this provision.

Length of Plan

After execution of this System Monitoring Proposal by an authorized representative of CTLLC and Customer, the term of the resulting agreement shall be 12 months unless indicated elsewhere in this System Monitoring Proposal. Unless cancelled with 30 days prior written notice, the resulting agreement shall renew for successive term(s) at the prices and under the terms and conditions in effect at the time of renewal. Fees paid hereunder are not refundable once this agreement is in effect.

Force Majeure

CTLLC and EMERGency24 shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

Notification

It is the obligation of the Customer to keep the "Call List" updated. All changes and revisions to the "Call List" shall be submitted on the Permanent Change Form, signed and submitted to CTLLC. Changes shall become effective within five (5) business days of submittal.

Conflicting Terms

Should there arise a conflict of terms or conditions between this System Monitoring Proposal, the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, DIR Contract #DIR-SDD-2216 and a purchase order issued by Customer, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement; (b) this System Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by Customer.

Subscriber Monitoring Information

Call List

Parties (P1 through P5) will be called in sequence until one party is reached.

Type	Description	Name	Primary Phone #	Comments (ext., pager, work, home, etc)
P1	Party			
P2	Party			
P3	Party			
P4	Party			
P5	Party			
P6	Party			
P7	Party			
P8	Party			
P9	Party			
P10	Party			
P11	Party			
P12	Party			
P13	Party			
P14	Party			
P15	Party			
A1	**Police**			**2nd #:**
A2	**Fire**			**2nd #:**
A3	**Medical**			**2nd #:**
A4	**Other**			**2nd #:**

Business Hours of Monitored Site *(only required for monitoring of Scheduled Openings and Closings)*

Sample		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
09:00	**Open**							
18:30	**Close**							

Pass-Codes or Passwords

Pass-codes (3 alphanumeric characters preferred, 3 min., 10 max.)

_____ _____ _____ _____ _____

or

Passwords (6 alphanumeric characters preferred, 3 min., 10 max.)

_____ _____ _____ _____ _____

Code Under Stress *(security monitoring only)*

Code (numbers only, 3 digits max.) _____ _____ _____

Subscriber Secure Internet Access Info *(case sensitive)*

User Name 1: _____ **User Name 2:** _____

Password: _____ **Password:** _____

E-mail Address: _____ **E-mail Address:** _____

SUBSCRIBER MONITORING AGREEMENT - TERMS & CONDITIONS

NOTE TO SUBSCRIBER: IN ADDITION TO ANY OTHER TERMINATION RIGHTS HEREUNDER, YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

1. WHEREAS, Williamson County, Texas, a political subdivision of the State of Texas, hereinafter called SUBSCRIBER, has heretofore entered an agreement with its Alarm Co., CONVERGINT TECHNOLOGIES LLC (hereinafter called "CONVERGINT"), and has on this date entered into this agreement (hereinafter called "Agreement") with EMERgency Twenty Four, Inc., or its assigns herein called EMERGENCY 24, the terms of which provide for Monitoring of Incoming Signal from Subscriber's local protective system located at the address set forth on the Convergint Systems Monitoring Proposal and EMERGENCY 24's monitoring receiving facility.

Subscriber: Williamson County, Texas executed this _____ day of _____, _____

By: _____ Street: _____

Signature: _____ City: _____ State: _____ Zip: _____

Title: _____ ☐ check if addendum attached with additional locations

Convergint Technologies LLC ("CONVERGINT") Subscriber's Alarm Company

By: Kevin Popejoy Title: Vice President

Signature: _____

EMERgency24:

By: _____

Signature: _____

2. IT IS THEREFORE AGREED for in consideration of such agreement that:
3. The SUBSCRIBER will set the alarm system for protection required.
4. The local protective system at SUBSCRIBER'S premises is not the property of EMERGENCY 24 and said system is to be kept in working order by SUBSCRIBER. EMERGENCY 24 cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of EMERGENCY 24 is to maintain in working order its Monitoring Receiving Facility. EMERGENCY 24, upon receipt of a signal from a SUBSCRIBER'S premises, shall transmit notification of the alarm promptly to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the Subscriber Monitoring Information page of the Convergint Systems Monitoring Proposal and/or data changes received by EMERGENCY 24 from CONVERGINT or SUBSCRIBER, from time to time, unless there is just cause to assume that an emergency condition does not exist.
5. SUBSCRIBER will pay any Village or Municipal permits or license fees as may be required.
6. SUBSCRIBER agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or services provided under this Agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected.
7. That this Agreement may be cancelled by EMERGENCY 24 at any time, upon a ten (10) day written notice, if false alarms continue to occur.
8. That this Agreement may be canceled without previous notice, at the option of EMERGENCY 24, in the event EMERGENCY 24 Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EMERGENCY 24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed.
9. Should there arise a conflict of terms or conditions between this Agreement, the Convergint System Monitoring Proposal, DIR Contract #DIR-SDD-2216 and a purchase order issued by SUBSCRIBER, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) this Agreement; (b) the Convergint Systems Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by SUBSCRIBER. Only the terms of this Agreement shall be binding on EMERGENCY 24.

10. This Agreement shall continue for as long as CONVERGINT contracts with EMERGENCY 24 for the performance of monitoring duties for the SUBSCRIBER. In the event that the CONVERGINT notifies EMERGENCY 24 of its termination of service for the performance of monitoring duties for the SUBSCRIBER for any reason or in the event that CONVERGINT fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, EMERGENCY 24 will give the SUBSCRIBER at least 15 days notice of termination of such services to the SUBSCRIBER and, upon giving such notice, this Agreement and all of EMERGENCY 24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between EMERGENCY 24 and CONVERGINT and neither party hereto shall have any claim against the other.
11. SUBSCRIBER may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Convergint. In the event of such termination, it is understood and agreed that only the amounts due to Convergint for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for SUBSCRIBER's termination of this Agreement for convenience. The foregoing shall not affect Convergint's obligations to EMERGENCY 24.
12. EMERGENCY 24 shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall EMERGENCY 24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EMERGENCY 24.
13. EMERGENCY 24 shall not be obligated to perform any monitoring service hereunder during any time when telephone or telephone equipment shall not be working since signals to EMERGENCY 24 are received solely by means of telephone communication.
14. EMERGENCY 24 hereby disclaims all warranties, express or implied, including those of merchantability or fitness that its services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.
15. It is agreed that EMERGENCY 24 is not an insurer and that it is not the intention of the parties that EMERGENCY 24 assume responsibility for any loss or damage sustained through burglary, theft, robbery or other illegal act of a third party. For any claim or cause of action arising under or related to this Agreement: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) EMERGENCY 24's liability for damages of any kind to SUBSCRIBER shall be limited to the total amount paid by SUBSCRIBER to Convergint under the terms of the Convergint Systems Monitoring Proposal during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of EMERGENCY 24's liability shall not apply to violation of State or Federal law.
16. To the extent allowed by Texas law, SUBSCRIBER hereby releases discharges and agrees to hold EMERGENCY 24 harmless from any and all claims liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER and/or CONVERGINT, his agent or insurance company or by any other parties claiming under or through SUBSCRIBER and/or CONVERGINT. To the extent allowed by Texas law, SUBSCRIBER agrees to indemnify EMERGENCY 24 against, defend and hold EMERGENCY 24 harmless from any claims for subrogation which may be brought against EMERGENCY 24 by any insurer or insurance company or its agents or assigns, including payment of all damages expenses, costs and attorneys' fees.
17. It is the responsibility of CONVERGINT to insure that the service and the notifications entered on the Convergint Systems Monitoring Proposal, the SUBSCRIBER'S MONITORING AGREEMENT and related ADDENDA forms are proper and correct and that the form is signed by the SUBSCRIBER.
18. 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 Williamson County, Texas and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
19. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
20. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, proposals or agreements, either oral or written. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS AND CONDITIONS must be signed by all three parties. No verbal agreements shall alter the above order.

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Systems Monitoring Proposal

Customer Name: Williamson County, Texas **Proposal Number:** 204-09032014-01

Building Name: Public Safety Building

Address: 1781 East Old Settlers Road

Round Rock, Texas 78664

Phone: _____ **Email:** timboden@wilco.org

Billing Address (if different from the address listed above)

Name: _____ **Attn:** _____

Address: _____

_____

Phone: _____ **Contact:** _____

Customer agrees to purchase, and Convergint Technologies LLC (CTLLC) agrees to provide monitoring service according to the terms and conditions of DIR Contract #DIR-SD-2216, the terms set out in this System Monitoring Proposal, which shall become an agreement once executed by Customer and Convergint Technologies, LLC, and according to the Terms and Conditions of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement. DIR Contract #DIR-SD-2216 shall not be binding on EMERgency Twenty Four, Inc.. To the extent of any conflict between DIRE Contract #DIR-SD-2216 and the System Monitoring Proposal conflict, the latter shall control, except to the extent such controlling provision would violate Texas law. Customer agrees to provide RJ31X telephone jack(s), dedicated phone line(s) and other equipment as may be required. This proposal amount is based on one trip by CTLLC to program and test the dialer or communicator. Material, installation and additional trips due to phone lines not being installed properly will be billed to the customer at current Time and Material rates. Final acceptance is subject to CTLLC approval.

System Monitoring Options: *Indicate your choice(s) with a (✓)*

☒ **U.L. Listed Monitoring**	~~$420.00~~ **$344.40 (DIR Discounted Rate After 18% Discount)**	
☐ **Intrusion Monitoring**	**$420.00** (includes weekly test signal)	
☐ **Elevator Monitoring**	**$420.00** (no test signal)	
☐ **Other** ____	**$**____	**Duration:** ☐ **Annual** ☐ **3-Year** ☒ **5-Year**
Total Price:	**$344.40 per year**	**Start Date:** February 18, 2015

Attach Purchase Order or Requisition if Required

Customer By: _____ **Convergint By:** Kevin Popejoy

Signature: _____ **Signature:** _____

Title: County Judge **Title:** Vice President

Date: _____ **Date:** February 18, 2015

P.O. #: _____

Convergint Technologies • 10535 Boyer Blvd, Suite 300 • Austin, Texas 78758
Phone 512-351-4042 • Cell 512-845-7333
www.convergint.com

Systems Monitoring Options

Monitoring Service Options

Utilizing EMERGency24, CTLLC provides customers with fully redundant monitoring services resulting in a fail-safe monitoring network.

Subscriber Secure Internet Service Included with all monitoring agreements, Convergint Technologies subscribers receive the ability to manage and monitor their account on-line via Secure Internet Services. Secure Internet Services allows the subscriber to perform tasks including the ability to place accounts on test, make ***temporary*** changes to party information, view account history, view account data and request account information changes.

Generic Subscriber History Reports Another exclusive feature is the ability to obtain generic alarm activity reports listing the date, time and description of the alarm signal. Information through these services is secured by the same encryption process used for Internet financial transactions.

Subscribers also receive PASS CODE cards that include various methods and procedures for contacting the monitoring facility.

In addition to the basic services listed below, Convergint Technologies offers a variety of optional services. Your CTLLC representative can provide additional information upon request.

Test Signal Options Test signals are necessary to ensure your system is operational and transmitting signals to the Monitoring Station. A test signal will be transmitted from your system to the Monitoring Station based on the type of monitoring you select. Should the test signal fail for any reason, this is indicative of a system or telephone communications failure. Having such a failure places your facility at great risk should a fire alarm or security system alarm occur. The Monitoring Station would not receive notification of the alarm condition, and would not contact the local authority to alert them to the situation. Should a Test Signal fail to be received at the Monitoring Station, a call will be placed to the individual(s) identified on the Subscriber Monitoring Agreement if selected under Callback Options. A service call to resolve the system failure should be placed to CTLLC as soon as possible.

Type of Monitoring	UL Listed Monitoring Service (daily test signal)	DIR Discount (18%)	DIR Discounted UL Listed Monitoring Service	UL Listed Central Station Service
	$420.00 annually	$75.60 annually	$344.40 annually	Cost Provided Upon Request

Back Up Communications Options

This option is highly recommended when monitoring Security Systems. In the event of a telephone communication system failure, having a method of back-up communications in place will help to ensure continuous protection of your facility. Your CTLLC representative can provide additional information upon request.

Type of Back Up	Radio (AlarmNet or SafetyNet)	Cellular
	Cost Provided Upon Request	Cost Provided Upon Request

Additional Charges or Maintenance Fees

Based upon account activity, and from time-to-time, it is necessary to charge additional maintenance fees for specific items beyond CTLLC's control. These items are identified below.

Item	Fee	Frequency
Call List alterations	$7.75	Per addendum or revision.
Excessive or run-away signals (in excess of 3 per month)	$1.55	Per signal.

Customer's payment for services hereunder shall be governed by Chapter 2251 of the Texas Government Code, as further set out in DIR Contract #DIR-SDD-2216. Customer agrees to pay all taxes, including state or local taxes, however designated, levied, or based on the service charges pursuant to this System Monitoring Proposal.

Breach or Default

If Customer does not pay the amounts due hereunder or breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the Customer ceases doing business as a going concern, CTLLC, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal. If CTLLC breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the CTLLC ceases doing business as a going concern, Customer, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal.

Cancellation

After the complete execution of this System Monitoring Proposal, Customer shall have the right to terminate the resulting agreement, for convenience and without cause or further liability, upon thirty (30) days written notice to CTLLC. In the event of such termination, it is understood and agreed that only the amounts due to CTLLC for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination for convenience under this provision.

Length of Plan

After execution of this System Monitoring Proposal by an authorized representative of CTLLC and Customer, the term of the resulting agreement shall be 12 months unless indicated elsewhere in this System Monitoring Proposal. Unless cancelled with 30 days prior written notice, the resulting agreement shall renew for successive term(s) at the prices and under the terms and conditions in effect at the time of renewal. Fees paid hereunder are not refundable once this agreement is in effect.

Force Majeure

CTLLC and EMERGency24 shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

Notification

It is the obligation of the Customer to keep the "Call List" updated. All changes and revisions to the "Call List" shall be submitted on the Permanent Change Form, signed and submitted to CTLLC. Changes shall become effective within five (5) business days of submittal.

Conflicting Terms

Should there arise a conflict of terms or conditions between this System Monitoring Proposal, the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, DIR Contract #DIR-SDD-2216 and a purchase order issued by Customer, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement; (b) this System Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by Customer.

Subscriber Monitoring Information

Call List

Parties (P1 through P5) will be called in sequence until one party is reached.

Type	Description	Name	Primary Phone #	Comments (ext., pager, work, home, etc)
P1	Party			
P2	Party			
P3	Party			
P4	Party			
P5	Party			
P6	Party			
P7	Party			
P8	Party			
P9	Party			
P10	Party			
P11	Party			
P12	Party			
P13	Party			
P14	Party			
P15	Party			
A1	**Police**			**2nd #:**
A2	**Fire**			**2nd #:**
A3	**Medical**			**2nd #:**
A4	**Other**			**2nd #:**

Business Hours of Monitored Site *(only required for monitoring of Scheduled Openings and Closings)*

Sample		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
09:00	**Open**							
18:30	**Close**							

Pass-Codes or Passwords

Pass-codes (3 alphanumeric characters preferred, 3 min., 10 max.)

_____ _____ _____ _____ _____

or

Passwords (6 alphanumeric characters preferred, 3 min., 10 max.)

_____ _____ _____ _____ _____

Code Under Stress *(security monitoring only)*

Code (numbers only, 3 digits max.) _____ _____ _____

Subscriber Secure Internet Access Info *(case sensitive)*

User Name 1: _____ **User Name 2:** _____

Password: _____ **Password:** _____

E-mail Address: _____ **E-mail Address:** _____

SUBSCRIBER MONITORING AGREEMENT - TERMS & CONDITIONS

NOTE TO SUBSCRIBER: IN ADDITION TO ANY OTHER TERMINATION RIGHTS HEREUNDER, YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

1. WHEREAS, Williamson County, Texas, a political subdivision of the State of Texas, hereinafter called SUBSCRIBER, has heretofore entered an agreement with its Alarm Co., CONVERGINT TECHNOLOGIES LLC (hereinafter called "CONVERGINT"), and has on this date entered into this agreement (hereinafter called "Agreement") with EMERgency Twenty Four, Inc., or its assigns herein called EMERGENCY 24, the terms of which provide for Monitoring of Incoming Signal from Subscriber's local protective system located at the address set forth on the Convergint Systems Monitoring Proposal and EMERGENCY 24's monitoring receiving facility.

Subscriber: Williamson County, Texas executed this _____ day of _____, _____

By: _____ Street: _____

Signature: _____ City: _____ State: _____ Zip: _____

Title: _____ ☐ check if addendum attached with additional locations

Convergint Technologies LLC ("CONVERGINT") Subscriber's Alarm Company

By: Kevin Popejoy Title: Vice President

Signature: _____

EMERgency24:

By: _____

Signature: _____

2. IT IS THEREFORE AGREED for in consideration of such agreement that:
3. The SUBSCRIBER will set the alarm system for protection required.
4. The local protective system at SUBSCRIBER'S premises is not the property of EMERGENCY 24 and said system is to be kept in working order by SUBSCRIBER. EMERGENCY 24 cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of EMERGENCY 24 is to maintain in working order its Monitoring Receiving Facility. EMERGENCY 24, upon receipt of a signal from a SUBSCRIBER'S premises, shall transmit notification of the alarm promptly to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the Subscriber Monitoring Information page of the Convergint Systems Monitoring Proposal and/or data changes received by EMERGENCY 24 from CONVERGINT or SUBSCRIBER, from time to time, unless there is just cause to assume that an emergency condition does not exist.
5. SUBSCRIBER will pay any Village or Municipal permits or license fees as may be required.
6. SUBSCRIBER agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or services provided under this Agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected.
7. That this Agreement may be cancelled by EMERGENCY 24 at any time, upon a ten (10) day written notice, if false alarms continue to occur.
8. That this Agreement may be canceled without previous notice, at the option of EMERGENCY 24, in the event EMERGENCY 24 Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EMERGENCY 24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed.
9. Should there arise a conflict of terms or conditions between this Agreement, the Convergint System Monitoring Proposal, DIR Contract #DIR-SDD-2216 and a purchase order issued by SUBSCRIBER, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) this Agreement; (b) the Convergint Systems Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by SUBSCRIBER. Only the terms of this Agreement shall be binding on EMERGENCY 24.

10. This Agreement shall continue for as long as CONVERGINT contracts with EMERGENCY 24 for the performance of monitoring duties for the SUBSCRIBER. In the event that the CONVERGINT notifies EMERGENCY 24 of its termination of service for the performance of monitoring duties for the SUBSCRIBER for any reason or in the event that CONVERGINT fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, EMERGENCY 24 will give the SUBSCRIBER at least 15 days notice of termination of such services to the SUBSCRIBER and, upon giving such notice, this Agreement and all of EMERGENCY 24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between EMERGENCY 24 and CONVERGINT and neither party hereto shall have any claim against the other.
11. SUBSCRIBER may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Convergint. In the event of such termination, it is understood and agreed that only the amounts due to Convergint for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for SUBSCRIBER's termination of this Agreement for convenience. The foregoing shall not affect Convergint's obligations to EMERGENCY 24.
12. EMERGENCY 24 shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall EMERGENCY 24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EMERGENCY 24.
13. EMERGENCY 24 shall not be obligated to perform any monitoring service hereunder during any time when telephone or telephone equipment shall not be working since signals to EMERGENCY 24 are received solely by means of telephone communication.
14. EMERGENCY 24 hereby disclaims all warranties, express or implied, including those of merchantability or fitness that its services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.
15. It is agreed that EMERGENCY 24 is not an insurer and that it is not the intention of the parties that EMERGENCY 24 assume responsibility for any loss or damage sustained through burglary, theft, robbery or other illegal act of a third party. For any claim or cause of action arising under or related to this Agreement: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) EMERGENCY 24's liability for damages of any kind to SUBSCRIBER shall be limited to the total amount paid by SUBSCRIBER to Convergint under the terms of the Convergint Systems Monitoring Proposal during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of EMERGENCY 24's liability shall not apply to violation of State or Federal law.
16. To the extent allowed by Texas law, SUBSCRIBER hereby releases discharges and agrees to hold EMERGENCY 24 harmless from any and all claims liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER and/or CONVERGINT, his agent or insurance company or by any other parties claiming under or through SUBSCRIBER and/or CONVERGINT. To the extent allowed by Texas law, SUBSCRIBER agrees to indemnify EMERGENCY 24 against, defend and hold EMERGENCY 24 harmless from any claims for subrogation which may be brought against EMERGENCY 24 by any insurer or insurance company or its agents or assigns, including payment of all damages expenses, costs and attorneys' fees.
17. It is the responsibility of CONVERGINT to insure that the service and the notifications entered on the Convergint Systems Monitoring Proposal, the SUBSCRIBER'S MONITORING AGREEMENT and related ADDENDA forms are proper and correct and that the form is signed by the SUBSCRIBER.
18. 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 Williamson County, Texas and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
19. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
20. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, proposals or agreements, either oral or written. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS AND CONDITIONS must be signed by all three parties. No verbal agreements shall alter the above order.

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Systems Monitoring Proposal

Customer Name: Williamson County, Texas **Proposal Number:** 204-09032014-01

Building Name: Sheriff Admin/Jail Office

Address: 508 Rock Street

Georgetown, Texas 78626

Phone: (512) 943-1300 **Email:** timboden@wilco.org

Billing Address (if different from the address listed above)

Name: _____ **Attn:** _____

Address: _____

_____

Phone: _____ **Contact:** _____

Customer agrees to purchase, and Convergint Technologies LLC (CTLLC) agrees to provide monitoring service according to the terms and conditions of DIR Contract #DIR-SD-2216, the terms set out in this System Monitoring Proposal, which shall become an agreement once executed by Customer and Convergint Technologies, LLC, and according to the Terms and Conditions of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement. DIR Contract #DIR-SD-2216 shall not be binding on EMERgency Twenty Four, Inc.. To the extent of any conflict between DIRE Contract #DIR-SD-2216 and the System Monitoring Proposal conflict, the latter shall control, except to the extent such controlling provision would violate Texas law. Customer agrees to provide RJ31X telephone jack(s), dedicated phone line(s) and other equipment as may be required. This proposal amount is based on one trip by CTLLC to program and test the dialer or communicator. Material, installation and additional trips due to phone lines not being installed properly will be billed to the customer at current Time and Material rates. Final acceptance is subject to CTLLC approval.

System Monitoring Options: *Indicate your choice(s) with a (✓)*

☒ **U.L. Listed Monitoring**	~~$420.00~~ **$344.40 (DIR Discounted Rate After 18% Discount)**	
☐ **Intrusion Monitoring**	**$420.00** (includes weekly test signal)	
☐ **Elevator Monitoring**	**$420.00** (no test signal)	
☐ **Other** _____	**$**_____	**Duration:** ☐ **Annual** ☐ **3-Year** ☒ **5-Year**
Total Price:	**$344.40 per year**	**Start Date:** **February 18, 2015**

Attach Purchase Order or Requisition if Required

Customer By: _____ **Convergint By:** Kevin Popejoy

Signature: _____ **Signature:** _____

Title: County Judge **Title:** Vice President

Date: _____ **Date:** February 18, 2015

P.O. #: _____

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Phone 512-351-4042 • Cell 512-845-7333
www.convergint.com

Systems Monitoring Options

Monitoring Service Options

Utilizing EMERGency24, CTLLC provides customers with fully redundant monitoring services resulting in a fail-safe monitoring network.

Subscriber Secure Internet Service Included with all monitoring agreements, Convergint Technologies subscribers receive the ability to manage and monitor their account on-line via Secure Internet Services. Secure Internet Services allows the subscriber to perform tasks including the ability to place accounts on test, make ***temporary*** changes to party information, view account history, view account data and request account information changes.

Generic Subscriber History Reports Another exclusive feature is the ability to obtain generic alarm activity reports listing the date, time and description of the alarm signal. Information through these services is secured by the same encryption process used for Internet financial transactions.

Subscribers also receive PASS CODE cards that include various methods and procedures for contacting the monitoring facility.

In addition to the basic services listed below, Convergint Technologies offers a variety of optional services. Your CTLLC representative can provide additional information upon request.

Test Signal Options Test signals are necessary to ensure your system is operational and transmitting signals to the Monitoring Station. A test signal will be transmitted from your system to the Monitoring Station based on the type of monitoring you select. Should the test signal fail for any reason, this is indicative of a system or telephone communications failure. Having such a failure places your facility at great risk should a fire alarm or security system alarm occur. The Monitoring Station would not receive notification of the alarm condition, and would not contact the local authority to alert them to the situation. Should a Test Signal fail to be received at the Monitoring Station, a call will be placed to the individual(s) identified on the Subscriber Monitoring Agreement if selected under Callback Options. A service call to resolve the system failure should be placed to CTLLC as soon as possible.

Type of Monitoring	UL Listed Monitoring Service (daily test signal)	DIR Discount (18%)	DIR Discounted UL Listed Monitoring Service	UL Listed Central Station Service
	$420.00 annually	$75.60 annually	$344.40 annually	Cost Provided Upon Request

Back Up Communications Options

This option is highly recommended when monitoring Security Systems. In the event of a telephone communication system failure, having a method of back-up communications in place will help to ensure continuous protection of your facility. Your CTLLC representative can provide additional information upon request.

Type of Back Up	Radio (AlarmNet or SafetyNet)	Cellular
	Cost Provided Upon Request	Cost Provided Upon Request

Additional Charges or Maintenance Fees

Based upon account activity, and from time-to-time, it is necessary to charge additional maintenance fees for specific items beyond CTLLC's control. These items are identified below.

Item	Fee	Frequency
Call List alterations	$7.75	Per addendum or revision.
Excessive or run-away signals (in excess of 3 per month)	$1.55	Per signal.

Customer's payment for services hereunder shall be governed by Chapter 2251 of the Texas Government Code, as further set out in DIR Contract #DIR-SDD-2216. Customer agrees to pay all taxes, including state or local taxes, however designated, levied, or based on the service charges pursuant to this System Monitoring Proposal.

Breach or Default

If Customer does not pay the amounts due hereunder or breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the Customer ceases doing business as a going concern, CTLLC, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal. If CTLLC breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the CTLLC ceases doing business as a going concern, Customer, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal.

Cancellation

After the complete execution of this System Monitoring Proposal, Customer shall have the right to terminate the resulting agreement, for convenience and without cause or further liability, upon thirty (30) days written notice to CTLLC. In the event of such termination, it is understood and agreed that only the amounts due to CTLLC for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination for convenience under this provision.

Length of Plan

After execution of this System Monitoring Proposal by an authorized representative of CTLLC and Customer, the term of the resulting agreement shall be 12 months unless indicated elsewhere in this System Monitoring Proposal. Unless cancelled with 30 days prior written notice, the resulting agreement shall renew for successive term(s) at the prices and under the terms and conditions in effect at the time of renewal. Fees paid hereunder are not refundable once this agreement is in effect.

Force Majeure

CTLLC and EMERGency24 shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

Notification

It is the obligation of the Customer to keep the "Call List" updated. All changes and revisions to the "Call List" shall be submitted on the Permanent Change Form, signed and submitted to CTLLC. Changes shall become effective within five (5) business days of submittal.

Conflicting Terms

Should there arise a conflict of terms or conditions between this System Monitoring Proposal, the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, DIR Contract #DIR-SDD-2216 and a purchase order issued by Customer, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement; (b) this System Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by Customer.

Subscriber Monitoring Information

Call List

Parties (P1 through P5) will be called in sequence until one party is reached.

Type	Description	Name	Primary Phone #	Comments (ext., pager, work, home, etc)
P1	Party			
P2	Party			
P3	Party			
P4	Party			
P5	Party			
P6	Party			
P7	Party			
P8	Party			
P9	Party			
P10	Party			
P11	Party			
P12	Party			
P13	Party			
P14	Party			
P15	Party			
A1	**Police**			**2nd #:**
A2	**Fire**			**2nd #:**
A3	**Medical**			**2nd #:**
A4	**Other**			**2nd #:**

Business Hours of Monitored Site *(only required for monitoring of Scheduled Openings and Closings)*

Sample		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
09:00	**Open**							
18:30	**Close**							

Pass-Codes or Passwords

Pass-codes (3 alphanumeric characters preferred, 3 min., 10 max.)

_____ _____ _____ _____ _____

or

Passwords (6 alphanumeric characters preferred, 3 min., 10 max.)

_____ _____ _____ _____ _____

Code Under Stress *(security monitoring only)*

Code (numbers only, 3 digits max.) _____ _____ _____

Subscriber Secure Internet Access Info *(case sensitive)*

User Name 1: _____ **User Name 2:** _____

Password: _____ **Password:** _____

E-mail Address: _____ **E-mail Address:** _____

SUBSCRIBER MONITORING AGREEMENT - TERMS & CONDITIONS

NOTE TO SUBSCRIBER: IN ADDITION TO ANY OTHER TERMINATION RIGHTS HEREUNDER, YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

1. WHEREAS, Williamson County, Texas, a political subdivision of the State of Texas, hereinafter called SUBSCRIBER, has heretofore entered an agreement with its Alarm Co., CONVERGINT TECHNOLOGIES LLC (hereinafter called "CONVERGINT"), and has on this date entered into this agreement (hereinafter called "Agreement") with EMERgency Twenty Four, Inc., or its assigns herein called EMERGENCY 24, the terms of which provide for Monitoring of Incoming Signal from Subscriber's local protective system located at the address set forth on the Convergint Systems Monitoring Proposal and EMERGENCY 24's monitoring receiving facility.

Subscriber: Williamson County, Texas executed this _____ day of _____, _____

By: _____ Street: _____

Signature: _____ City: _____ State: _____ Zip: _____

Title: _____ ☐ check if addendum attached with additional locations

Convergint Technologies LLC ("CONVERGINT") Subscriber's Alarm Company

By: Kevin Popejoy Title: Vice President

Signature: _____

EMERgency24:

By: _____

Signature: _____

2. IT IS THEREFORE AGREED for in consideration of such agreement that:
3. The SUBSCRIBER will set the alarm system for protection required.
4. The local protective system at SUBSCRIBER'S premises is not the property of EMERGENCY 24 and said system is to be kept in working order by SUBSCRIBER. EMERGENCY 24 cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of EMERGENCY 24 is to maintain in working order its Monitoring Receiving Facility. EMERGENCY 24, upon receipt of a signal from a SUBSCRIBER'S premises, shall transmit notification of the alarm promptly to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the Subscriber Monitoring Information page of the Convergint Systems Monitoring Proposal and/or data changes received by EMERGENCY 24 from CONVERGINT or SUBSCRIBER, from time to time, unless there is just cause to assume that an emergency condition does not exist.
5. SUBSCRIBER will pay any Village or Municipal permits or license fees as may be required.
6. SUBSCRIBER agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or services provided under this Agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected.
7. That this Agreement may be cancelled by EMERGENCY 24 at any time, upon a ten (10) day written notice, if false alarms continue to occur.
8. That this Agreement may be canceled without previous notice, at the option of EMERGENCY 24, in the event EMERGENCY 24 Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EMERGENCY 24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed.
9. Should there arise a conflict of terms or conditions between this Agreement, the Convergint System Monitoring Proposal, DIR Contract #DIR-SDD-2216 and a purchase order issued by SUBSCRIBER, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) this Agreement; (b) the Convergint Systems Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by SUBSCRIBER. Only the terms of this Agreement shall be binding on EMERGENCY 24.

10. This Agreement shall continue for as long as CONVERGINT contracts with EMERGENCY 24 for the performance of monitoring duties for the SUBSCRIBER. In the event that the CONVERGINT notifies EMERGENCY 24 of its termination of service for the performance of monitoring duties for the SUBSCRIBER for any reason or in the event that CONVERGINT fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, EMERGENCY 24 will give the SUBSCRIBER at least 15 days notice of termination of such services to the SUBSCRIBER and, upon giving such notice, this Agreement and all of EMERGENCY 24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between EMERGENCY 24 and CONVERGINT and neither party hereto shall have any claim against the other.
11. SUBSCRIBER may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Convergint. In the event of such termination, it is understood and agreed that only the amounts due to Convergint for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for SUBSCRIBER's termination of this Agreement for convenience. The foregoing shall not affect Convergint's obligations to EMERGENCY 24.
12. EMERGENCY 24 shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall EMERGENCY 24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EMERGENCY 24.
13. EMERGENCY 24 shall not be obligated to perform any monitoring service hereunder during any time when telephone or telephone equipment shall not be working since signals to EMERGENCY 24 are received solely by means of telephone communication.
14. EMERGENCY 24 hereby disclaims all warranties, express or implied, including those of merchantability or fitness that its services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.
15. It is agreed that EMERGENCY 24 is not an insurer and that it is not the intention of the parties that EMERGENCY 24 assume responsibility for any loss or damage sustained through burglary, theft, robbery or other illegal act of a third party. For any claim or cause of action arising under or related to this Agreement: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) EMERGENCY 24's liability for damages of any kind to SUBSCRIBER shall be limited to the total amount paid by SUBSCRIBER to Convergint under the terms of the Convergint Systems Monitoring Proposal during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of EMERGENCY 24's liability shall not apply to violation of State or Federal law.
16. To the extent allowed by Texas law, SUBSCRIBER hereby releases discharges and agrees to hold EMERGENCY 24 harmless from any and all claims liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER and/or CONVERGINT, his agent or insurance company or by any other parties claiming under or through SUBSCRIBER and/or CONVERGINT. To the extent allowed by Texas law, SUBSCRIBER agrees to indemnify EMERGENCY 24 against, defend and hold EMERGENCY 24 harmless from any claims for subrogation which may be brought against EMERGENCY 24 by any insurer or insurance company or its agents or assigns, including payment of all damages expenses, costs and attorneys' fees.
17. It is the responsibility of CONVERGINT to insure that the service and the notifications entered on the Convergint Systems Monitoring Proposal, the SUBSCRIBER'S MONITORING AGREEMENT and related ADDENDA forms are proper and correct and that the form is signed by the SUBSCRIBER.
18. 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 Williamson County, Texas and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
19. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
20. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, proposals or agreements, either oral or written. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS AND CONDITIONS must be signed by all three parties. No verbal agreements shall alter the above order.

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Systems Monitoring Proposal

Customer Name: Williamson County, Texas **Proposal Number:** 204-09032014-01

Building Name: Taylor Annex

Address: 412 Vance Street

Taylor, Texas 76574

Phone: (512) 238-2100 **Email:** timboden@wilco.org

Billing Address (if different from the address listed above)

Name: _____ **Attn:** _____

Address: _____

_____

Phone: _____ **Contact:** _____

Customer agrees to purchase, and Convergint Technologies LLC (CTLLC) agrees to provide monitoring service according to the terms and conditions of DIR Contract #DIR-SD-2216, the terms set out in this System Monitoring Proposal, which shall become an agreement once executed by Customer and Convergint Technologies, LLC, and according to the Terms and Conditions of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement. DIR Contract #DIR-SD-2216 shall not be binding on EMERgency Twenty Four, Inc.. To the extent of any conflict between DIRE Contract #DIR-SD-2216 and the System Monitoring Proposal conflict, the latter shall control, except to the extent such controlling provision would violate Texas law. Customer agrees to provide RJ31X telephone jack(s), dedicated phone line(s) and other equipment as may be required. This proposal amount is based on one trip by CTLLC to program and test the dialer or communicator. Material, installation and additional trips due to phone lines not being installed properly will be billed to the customer at current Time and Material rates. Final acceptance is subject to CTLLC approval.

System Monitoring Options: *Indicate your choice(s) with a (✓)*

☒ **U.L. Listed Monitoring**	~~$420.00~~ **$344.40 (DIR Discounted Rate After 18% Discount)**	
☐ **Intrusion Monitoring**	**$420.00** (includes weekly test signal)	
☐ **Elevator Monitoring**	**$420.00** (no test signal)	
☐ **Other** _____	**$**_____	**Duration:** ☐ **Annual** ☐ **3-Year** ☒ **5-Year**
Total Price:	**$344.40 per year**	**Start Date:** **February 18, 2015**

Attach Purchase Order or Requisition if Required

Customer By: _____ **Convergint By:** Kevin Popejoy

Signature: _____ **Signature:** _____

Title: County Judge **Title:** Vice President

Date: _____ **Date:** February 18, 2015

P.O. #: _____

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Systems Monitoring Options

Monitoring Service Options

Utilizing EMERGency24, CTLLC provides customers with fully redundant monitoring services resulting in a fail-safe monitoring network.

Subscriber Secure Internet Service Included with all monitoring agreements, Convergint Technologies subscribers receive the ability to manage and monitor their account on-line via Secure Internet Services. Secure Internet Services allows the subscriber to perform tasks including the ability to place accounts on test, make ***temporary*** changes to party information, view account history, view account data and request account information changes.

Generic Subscriber History Reports Another exclusive feature is the ability to obtain generic alarm activity reports listing the date, time and description of the alarm signal. Information through these services is secured by the same encryption process used for Internet financial transactions.

Subscribers also receive PASS CODE cards that include various methods and procedures for contacting the monitoring facility.

In addition to the basic services listed below, Convergint Technologies offers a variety of optional services. Your CTLLC representative can provide additional information upon request.

Test Signal Options Test signals are necessary to ensure your system is operational and transmitting signals to the Monitoring Station. A test signal will be transmitted from your system to the Monitoring Station based on the type of monitoring you select. Should the test signal fail for any reason, this is indicative of a system or telephone communications failure. Having such a failure places your facility at great risk should a fire alarm or security system alarm occur. The Monitoring Station would not receive notification of the alarm condition, and would not contact the local authority to alert them to the situation. Should a Test Signal fail to be received at the Monitoring Station, a call will be placed to the individual(s) identified on the Subscriber Monitoring Agreement if selected under Callback Options. A service call to resolve the system failure should be placed to CTLLC as soon as possible.

Type of Monitoring	UL Listed Monitoring Service (daily test signal)	DIR Discount (18%)	DIR Discounted UL Listed Monitoring Service	UL Listed Central Station Service
	$420.00 annually	$75.60 annually	$344.40 annually	Cost Provided Upon Request

Back Up Communications Options

This option is highly recommended when monitoring Security Systems. In the event of a telephone communication system failure, having a method of back-up communications in place will help to ensure continuous protection of your facility. Your CTLLC representative can provide additional information upon request.

Type of Back Up	Radio (AlarmNet or SafetyNet)	Cellular
	Cost Provided Upon Request	Cost Provided Upon Request

Additional Charges or Maintenance Fees

Based upon account activity, and from time-to-time, it is necessary to charge additional maintenance fees for specific items beyond CTLLC's control. These items are identified below.

Item	Fee	Frequency
Call List alterations	$7.75	Per addendum or revision.
Excessive or run-away signals (in excess of 3 per month)	$1.55	Per signal.

Customer's payment for services hereunder shall be governed by Chapter 2251 of the Texas Government Code, as further set out in DIR Contract #DIR-SDD-2216. Customer agrees to pay all taxes, including state or local taxes, however designated, levied, or based on the service charges pursuant to this System Monitoring Proposal.

Breach or Default

If Customer does not pay the amounts due hereunder or breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the Customer ceases doing business as a going concern, CTLLC, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal. If CTLLC breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the CTLLC ceases doing business as a going concern, Customer, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal.

Cancellation

After the complete execution of this System Monitoring Proposal, Customer shall have the right to terminate the resulting agreement, for convenience and without cause or further liability, upon thirty (30) days written notice to CTLLC. In the event of such termination, it is understood and agreed that only the amounts due to CTLLC for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination for convenience under this provision.

Length of Plan

After execution of this System Monitoring Proposal by an authorized representative of CTLLC and Customer, the term of the resulting agreement shall be 12 months unless indicated elsewhere in this System Monitoring Proposal. Unless cancelled with 30 days prior written notice, the resulting agreement shall renew for successive term(s) at the prices and under the terms and conditions in effect at the time of renewal. Fees paid hereunder are not refundable once this agreement is in effect.

Force Majeure

CTLLC and EMERGency24 shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

Notification

It is the obligation of the Customer to keep the "Call List" updated. All changes and revisions to the "Call List" shall be submitted on the Permanent Change Form, signed and submitted to CTLLC. Changes shall become effective within five (5) business days of submittal.

Conflicting Terms

Should there arise a conflict of terms or conditions between this System Monitoring Proposal, the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, DIR Contract #DIR-SDD-2216 and a purchase order issued by Customer, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement; (b) this System Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by Customer.

Subscriber Monitoring Information

Call List

Parties (P1 through P5) will be called in sequence until one party is reached.

Type	Description	Name	Primary Phone #	Comments (ext., pager, work, home, etc)
P1	Party			
P2	Party			
P3	Party			
P4	Party			
P5	Party			
P6	Party			
P7	Party			
P8	Party			
P9	Party			
P10	Party			
P11	Party			
P12	Party			
P13	Party			
P14	Party			
P15	Party			
A1	**Police**			**2nd #:**
A2	**Fire**			**2nd #:**
A3	**Medical**			**2nd #:**
A4	**Other**			**2nd #:**

Business Hours of Monitored Site *(only required for monitoring of Scheduled Openings and Closings)*

Sample		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
09:00	**Open**							
18:30	**Close**							

Pass-Codes or Passwords

Pass-codes (3 alphanumeric characters preferred, 3 min., 10 max.)

_____ _____ _____ _____ _____

or

Passwords (6 alphanumeric characters preferred, 3 min., 10 max.)

_____ _____ _____ _____ _____

Code Under Stress *(security monitoring only)*

Code (numbers only, 3 digits max.) _____ _____ _____

Subscriber Secure Internet Access Info *(case sensitive)*

User Name 1: _____ **User Name 2:** _____

Password: _____ **Password:** _____

E-mail Address: _____ **E-mail Address:** _____

SUBSCRIBER MONITORING AGREEMENT - TERMS & CONDITIONS

NOTE TO SUBSCRIBER: IN ADDITION TO ANY OTHER TERMINATION RIGHTS HEREUNDER, YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

1. WHEREAS, Williamson County, Texas, a political subdivision of the State of Texas, hereinafter called SUBSCRIBER, has heretofore entered an agreement with its Alarm Co., CONVERGINT TECHNOLOGIES LLC (hereinafter called "CONVERGINT"), and has on this date entered into this agreement (hereinafter called "Agreement") with EMERgency Twenty Four, Inc., or its assigns herein called EMERGENCY 24, the terms of which provide for Monitoring of Incoming Signal from Subscriber's local protective system located at the address set forth on the Convergint Systems Monitoring Proposal and EMERGENCY 24's monitoring receiving facility.

Subscriber: Williamson County, Texas executed this _____ day of _____, _____

By: _____ Street: _____

Signature: _____ City: _____ State: _____ Zip: _____

Title: _____ ☐ check if addendum attached with additional locations

Convergint Technologies LLC ("CONVERGINT") Subscriber's Alarm Company

By: Kevin Popejoy Title: Vice President

Signature: _____

EMERgency24:

By: _____

Signature: _____

2. IT IS THEREFORE AGREED for in consideration of such agreement that:
3. The SUBSCRIBER will set the alarm system for protection required.
4. The local protective system at SUBSCRIBER'S premises is not the property of EMERGENCY 24 and said system is to be kept in working order by SUBSCRIBER. EMERGENCY 24 cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of EMERGENCY 24 is to maintain in working order its Monitoring Receiving Facility. EMERGENCY 24, upon receipt of a signal from a SUBSCRIBER'S premises, shall transmit notification of the alarm promptly to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the Subscriber Monitoring Information page of the Convergint Systems Monitoring Proposal and/or data changes received by EMERGENCY 24 from CONVERGINT or SUBSCRIBER, from time to time, unless there is just cause to assume that an emergency condition does not exist.
5. SUBSCRIBER will pay any Village or Municipal permits or license fees as may be required.
6. SUBSCRIBER agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or services provided under this Agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected.
7. That this Agreement may be cancelled by EMERGENCY 24 at any time, upon a ten (10) day written notice, if false alarms continue to occur.
8. That this Agreement may be canceled without previous notice, at the option of EMERGENCY 24, in the event EMERGENCY 24 Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EMERGENCY 24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed.
9. Should there arise a conflict of terms or conditions between this Agreement, the Convergint System Monitoring Proposal, DIR Contract #DIR-SDD-2216 and a purchase order issued by SUBSCRIBER, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) this Agreement; (b) the Convergint Systems Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by SUBSCRIBER. Only the terms of this Agreement shall be binding on EMERGENCY 24.

10. This Agreement shall continue for as long as CONVERGINT contracts with EMERGENCY 24 for the performance of monitoring duties for the SUBSCRIBER. In the event that the CONVERGINT notifies EMERGENCY 24 of its termination of service for the performance of monitoring duties for the SUBSCRIBER for any reason or in the event that CONVERGINT fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, EMERGENCY 24 will give the SUBSCRIBER at least 15 days notice of termination of such services to the SUBSCRIBER and, upon giving such notice, this Agreement and all of EMERGENCY 24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between EMERGENCY 24 and CONVERGINT and neither party hereto shall have any claim against the other.
11. SUBSCRIBER may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Convergint. In the event of such termination, it is understood and agreed that only the amounts due to Convergint for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for SUBSCRIBER's termination of this Agreement for convenience. The foregoing shall not affect Convergint's obligations to EMERGENCY 24.
12. EMERGENCY 24 shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall EMERGENCY 24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EMERGENCY 24.
13. EMERGENCY 24 shall not be obligated to perform any monitoring service hereunder during any time when telephone or telephone equipment shall not be working since signals to EMERGENCY 24 are received solely by means of telephone communication.
14. EMERGENCY 24 hereby disclaims all warranties, express or implied, including those of merchantability or fitness that its services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.
15. It is agreed that EMERGENCY 24 is not an insurer and that it is not the intention of the parties that EMERGENCY 24 assume responsibility for any loss or damage sustained through burglary, theft, robbery or other illegal act of a third party. For any claim or cause of action arising under or related to this Agreement: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) EMERGENCY 24's liability for damages of any kind to SUBSCRIBER shall be limited to the total amount paid by SUBSCRIBER to Convergint under the terms of the Convergint Systems Monitoring Proposal during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of EMERGENCY 24's liability shall not apply to violation of State or Federal law.
16. To the extent allowed by Texas law, SUBSCRIBER hereby releases discharges and agrees to hold EMERGENCY 24 harmless from any and all claims liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER and/or CONVERGINT, his agent or insurance company or by any other parties claiming under or through SUBSCRIBER and/or CONVERGINT. To the extent allowed by Texas law, SUBSCRIBER agrees to indemnify EMERGENCY 24 against, defend and hold EMERGENCY 24 harmless from any claims for subrogation which may be brought against EMERGENCY 24 by any insurer or insurance company or its agents or assigns, including payment of all damages expenses, costs and attorneys' fees.
17. It is the responsibility of CONVERGINT to insure that the service and the notifications entered on the Convergint Systems Monitoring Proposal, the SUBSCRIBER'S MONITORING AGREEMENT and related ADDENDA forms are proper and correct and that the form is signed by the SUBSCRIBER.
18. 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 Williamson County, Texas and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
19. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
20. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, proposals or agreements, either oral or written. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS AND CONDITIONS must be signed by all three parties. No verbal agreements shall alter the above order.

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Systems Monitoring Proposal

Customer Name: Williamson County, Texas **Proposal Number:** 204-09032014-01

Building Name: Williamson County Courthouse

Address: 710 South Main Street

Georgetown, Texas 78626

Phone: (512) 943-1550 **Email:** timboden@wilco.org

Billing Address (if different from the address listed above)

Name: _____ **Attn:** _____

Address: _____

_____

Phone: _____ **Contact:** _____

Customer agrees to purchase, and Convergint Technologies LLC (CTLLC) agrees to provide monitoring service according to the terms and conditions of DIR Contract #DIR-SD-2216, the terms set out in this System Monitoring Proposal, which shall become an agreement once executed by Customer and Convergint Technologies, LLC, and according to the Terms and Conditions of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement. DIR Contract #DIR-SD-2216 shall not be binding on EMERgency Twenty Four, Inc.. To the extent of any conflict between DIRE Contract #DIR-SD-2216 and the System Monitoring Proposal conflict, the latter shall control, except to the extent such controlling provision would violate Texas law. Customer agrees to provide RJ31X telephone jack(s), dedicated phone line(s) and other equipment as may be required. This proposal amount is based on one trip by CTLLC to program and test the dialer or communicator. Material, installation and additional trips due to phone lines not being installed properly will be billed to the customer at current Time and Material rates. Final acceptance is subject to CTLLC approval.

System Monitoring Options: *Indicate your choice(s) with a (✓)*

☒ U.L. Listed Monitoring	~~$420.00~~ $344.40 (DIR Discounted Rate After 18% Discount)	
☐ Intrusion Monitoring	$420.00 (includes weekly test signal)	
☐ Elevator Monitoring	$420.00 (no test signal)	
☐ Other _____	$_____	Duration: ☐ Annual ☐ 3-Year ☒ 5-Year
Total Price:	$344.40 per year	Start Date: February 18, 2015

Attach Purchase Order or Requisition if Required

Customer By: _____ **Convergint By:** Kevin Popejoy

Signature: _____ **Signature:** _____

Title: County Judge **Title:** Vice President

Date: _____ **Date:** February 18, 2015

P.O. #: _____

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Phone 512-351-4042 • Cell 512-845-7333
www.convergint.com

Systems Monitoring Options

Monitoring Service Options

Utilizing EMERGency24, CTLLC provides customers with fully redundant monitoring services resulting in a fail-safe monitoring network.

Subscriber Secure Internet Service Included with all monitoring agreements, Convergint Technologies subscribers receive the ability to manage and monitor their account on-line via Secure Internet Services. Secure Internet Services allows the subscriber to perform tasks including the ability to place accounts on test, make ***temporary*** changes to party information, view account history, view account data and request account information changes.

Generic Subscriber History Reports Another exclusive feature is the ability to obtain generic alarm activity reports listing the date, time and description of the alarm signal. Information through these services is secured by the same encryption process used for Internet financial transactions.

Subscribers also receive PASS CODE cards that include various methods and procedures for contacting the monitoring facility.

In addition to the basic services listed below, Convergint Technologies offers a variety of optional services. Your CTLLC representative can provide additional information upon request.

Test Signal Options Test signals are necessary to ensure your system is operational and transmitting signals to the Monitoring Station. A test signal will be transmitted from your system to the Monitoring Station based on the type of monitoring you select. Should the test signal fail for any reason, this is indicative of a system or telephone communications failure. Having such a failure places your facility at great risk should a fire alarm or security system alarm occur. The Monitoring Station would not receive notification of the alarm condition, and would not contact the local authority to alert them to the situation. Should a Test Signal fail to be received at the Monitoring Station, a call will be placed to the individual(s) identified on the Subscriber Monitoring Agreement if selected under Callback Options. A service call to resolve the system failure should be placed to CTLLC as soon as possible.

Type of Monitoring	UL Listed Monitoring Service (daily test signal)	DIR Discount (18%)	DIR Discounted UL Listed Monitoring Service	UL Listed Central Station Service
	$420.00 annually	$75.60 annually	$344.40 annually	Cost Provided Upon Request

Back Up Communications Options

This option is highly recommended when monitoring Security Systems. In the event of a telephone communication system failure, having a method of back-up communications in place will help to ensure continuous protection of your facility. Your CTLLC representative can provide additional information upon request.

Type of Back Up	Radio (AlarmNet or SafetyNet)	Cellular
	Cost Provided Upon Request	Cost Provided Upon Request

Additional Charges or Maintenance Fees

Based upon account activity, and from time-to-time, it is necessary to charge additional maintenance fees for specific items beyond CTLLC's control. These items are identified below.

Item	Fee	Frequency
Call List alterations	$7.75	Per addendum or revision.
Excessive or run-away signals (in excess of 3 per month)	$1.55	Per signal.

Customer's payment for services hereunder shall be governed by Chapter 2251 of the Texas Government Code, as further set out in DIR Contract #DIR-SDD-2216. Customer agrees to pay all taxes, including state or local taxes, however designated, levied, or based on the service charges pursuant to this System Monitoring Proposal.

Breach or Default

If Customer does not pay the amounts due hereunder or breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the Customer ceases doing business as a going concern, CTLLC, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal. If CTLLC breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the CTLLC ceases doing business as a going concern, Customer, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal.

Cancellation

After the complete execution of this System Monitoring Proposal, Customer shall have the right to terminate the resulting agreement, for convenience and without cause or further liability, upon thirty (30) days written notice to CTLLC. In the event of such termination, it is understood and agreed that only the amounts due to CTLLC for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination for convenience under this provision.

Length of Plan

After execution of this System Monitoring Proposal by an authorized representative of CTLLC and Customer, the term of the resulting agreement shall be 12 months unless indicated elsewhere in this System Monitoring Proposal. Unless cancelled with 30 days prior written notice, the resulting agreement shall renew for successive term(s) at the prices and under the terms and conditions in effect at the time of renewal. Fees paid hereunder are not refundable once this agreement is in effect.

Force Majeure

CTLLC and EMERGency24 shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

Notification

It is the obligation of the Customer to keep the "Call List" updated. All changes and revisions to the "Call List" shall be submitted on the Permanent Change Form, signed and submitted to CTLLC. Changes shall become effective within five (5) business days of submittal.

Conflicting Terms

Should there arise a conflict of terms or conditions between this System Monitoring Proposal, the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, DIR Contract #DIR-SDD-2216 and a purchase order issued by Customer, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement; (b) this System Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by Customer.

Subscriber Monitoring Information

Call List

Parties (P1 through P5) will be called in sequence until one party is reached.

Type	Description	Name	Primary Phone #	Comments (ext., pager, work, home, etc)
P1	Party			
P2	Party			
P3	Party			
P4	Party			
P5	Party			
P6	Party			
P7	Party			
P8	Party			
P9	Party			
P10	Party			
P11	Party			
P12	Party			
P13	Party			
P14	Party			
P15	Party			
A1	**Police**			**2nd #:**
A2	**Fire**			**2nd #:**
A3	**Medical**			**2nd #:**
A4	**Other**			**2nd #:**

Business Hours of Monitored Site *(only required for monitoring of Scheduled Openings and Closings)*

Sample		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
09:00	**Open**							
18:30	**Close**							

Pass-Codes or Passwords

Pass-codes **(3 alphanumeric characters preferred, 3 min., 10 max.)**

_____ _____ _____ _____ _____

or

Passwords **(6 alphanumeric characters preferred, 3 min., 10 max.)**

_____ _____ _____ _____ _____

Code Under Stress *(security monitoring only)*

Code **(numbers only, 3 digits max.)** _____ _____ _____

Subscriber Secure Internet Access Info *(case sensitive)*

User Name 1: _____ **User Name 2:** _____

Password: _____ **Password:** _____

E-mail Address: _____ **E-mail Address:** _____

SUBSCRIBER MONITORING AGREEMENT - TERMS & CONDITIONS

NOTE TO SUBSCRIBER: IN ADDITION TO ANY OTHER TERMINATION RIGHTS HEREUNDER, YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

1. WHEREAS, Williamson County, Texas, a political subdivision of the State of Texas, hereinafter called SUBSCRIBER, has heretofore entered an agreement with its Alarm Co., CONVERGINT TECHNOLOGIES LLC (hereinafter called "CONVERGINT"), and has on this date entered into this agreement (hereinafter called "Agreement") with EMERgency Twenty Four, Inc., or its assigns herein called EMERGENCY 24, the terms of which provide for Monitoring of Incoming Signal from Subscriber's local protective system located at the address set forth on the Convergint Systems Monitoring Proposal and EMERGENCY 24's monitoring receiving facility.

Subscriber: Williamson County, Texas executed this _____ day of _____, _____

By: _____ Street: _____

Signature: _____ City: _____ State: _____ Zip: _____

Title: _____ ☐ check if addendum attached with additional locations

Convergint Technologies LLC ("CONVERGINT") Subscriber's Alarm Company

By: Kevin Popejoy Title: Vice President

Signature: _____

EMERgency24:

By: _____

Signature: _____

2. IT IS THEREFORE AGREED for in consideration of such agreement that:
3. The SUBSCRIBER will set the alarm system for protection required.
4. The local protective system at SUBSCRIBER'S premises is not the property of EMERGENCY 24 and said system is to be kept in working order by SUBSCRIBER. EMERGENCY 24 cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of EMERGENCY 24 is to maintain in working order its Monitoring Receiving Facility. EMERGENCY 24, upon receipt of a signal from a SUBSCRIBER'S premises, shall transmit notification of the alarm promptly to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the Subscriber Monitoring Information page of the Convergint Systems Monitoring Proposal and/or data changes received by EMERGENCY 24 from CONVERGINT or SUBSCRIBER, from time to time, unless there is just cause to assume that an emergency condition does not exist.
5. SUBSCRIBER will pay any Village or Municipal permits or license fees as may be required.
6. SUBSCRIBER agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or services provided under this Agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected.
7. That this Agreement may be cancelled by EMERGENCY 24 at any time, upon a ten (10) day written notice, if false alarms continue to occur.
8. That this Agreement may be canceled without previous notice, at the option of EMERGENCY 24, in the event EMERGENCY 24 Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EMERGENCY 24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed.
9. Should there arise a conflict of terms or conditions between this Agreement, the Convergint System Monitoring Proposal, DIR Contract #DIR-SDD-2216 and a purchase order issued by SUBSCRIBER, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) this Agreement; (b) the Convergint Systems Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by SUBSCRIBER. Only the terms of this Agreement shall be binding on EMERGENCY 24.

10. This Agreement shall continue for as long as CONVERGINT contracts with EMERGENCY 24 for the performance of monitoring duties for the SUBSCRIBER. In the event that the CONVERGINT notifies EMERGENCY 24 of its termination of service for the performance of monitoring duties for the SUBSCRIBER for any reason or in the event that CONVERGINT fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, EMERGENCY 24 will give the SUBSCRIBER at least 15 days notice of termination of such services to the SUBSCRIBER and, upon giving such notice, this Agreement and all of EMERGENCY 24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between EMERGENCY 24 and CONVERGINT and neither party hereto shall have any claim against the other.
11. SUBSCRIBER may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Convergint. In the event of such termination, it is understood and agreed that only the amounts due to Convergint for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for SUBSCRIBER's termination of this Agreement for convenience. The foregoing shall not affect Convergint's obligations to EMERGENCY 24.
12. EMERGENCY 24 shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall EMERGENCY 24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EMERGENCY 24.
13. EMERGENCY 24 shall not be obligated to perform any monitoring service hereunder during any time when telephone or telephone equipment shall not be working since signals to EMERGENCY 24 are received solely by means of telephone communication.
14. EMERGENCY 24 hereby disclaims all warranties, express or implied, including those of merchantability or fitness that its services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.
15. It is agreed that EMERGENCY 24 is not an insurer and that it is not the intention of the parties that EMERGENCY 24 assume responsibility for any loss or damage sustained through burglary, theft, robbery or other illegal act of a third party. For any claim or cause of action arising under or related to this Agreement: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) EMERGENCY 24's liability for damages of any kind to SUBSCRIBER shall be limited to the total amount paid by SUBSCRIBER to Convergint under the terms of the Convergint Systems Monitoring Proposal during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of EMERGENCY 24's liability shall not apply to violation of State or Federal law.
16. To the extent allowed by Texas law, SUBSCRIBER hereby releases discharges and agrees to hold EMERGENCY 24 harmless from any and all claims liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER and/or CONVERGINT, his agent or insurance company or by any other parties claiming under or through SUBSCRIBER and/or CONVERGINT. To the extent allowed by Texas law, SUBSCRIBER agrees to indemnify EMERGENCY 24 against, defend and hold EMERGENCY 24 harmless from any claims for subrogation which may be brought against EMERGENCY 24 by any insurer or insurance company or its agents or assigns, including payment of all damages expenses, costs and attorneys' fees.
17. It is the responsibility of CONVERGINT to insure that the service and the notifications entered on the Convergint Systems Monitoring Proposal, the SUBSCRIBER'S MONITORING AGREEMENT and related ADDENDA forms are proper and correct and that the form is signed by the SUBSCRIBER.
18. 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 Williamson County, Texas and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
19. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
20. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, proposals or agreements, either oral or written. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS AND CONDITIONS must be signed by all three parties. No verbal agreements shall alter the above order.

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Systems Monitoring Proposal

Customer Name: Williamson County, Texas **Proposal Number:** 204-09032014-01

Building Name: Cedar Park Annex

Address: 350 Discovery Blvd.

Cedar Park, Texas 78613

Phone: (512) 260-4210 **Email:** timboden@wilco.org

Billing Address (if different from the address listed above)

Name: _____ **Attn:** _____

Address: _____

_____

Phone: _____ **Contact:** _____

Customer agrees to purchase, and Convergint Technologies LLC (CTLLC) agrees to provide monitoring service according to the terms and conditions of DIR Contract #DIR-SD-2216, the terms set out in this System Monitoring Proposal, which shall become an agreement once executed by Customer and Convergint Technologies, LLC, and according to the Terms and Conditions of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement. DIR Contract #DIR-SD-2216 shall not be binding on EMERgency Twenty Four, Inc.. To the extent of any conflict between DIRE Contract #DIR-SD-2216 and the System Monitoring Proposal conflict, the latter shall control, except to the extent such controlling provision would violate Texas law. Customer agrees to provide RJ31X telephone jack(s), dedicated phone line(s) and other equipment as may be required. This proposal amount is based on one trip by CTLLC to program and test the dialer or communicator. Material, installation and additional trips due to phone lines not being installed properly will be billed to the customer at current Time and Material rates. Final acceptance is subject to CTLLC approval.

System Monitoring Options: *Indicate your choice(s) with a (✓)*

☒ **U.L. Listed Monitoring**	~~$420.00~~ **$344.40 (DIR Discounted Rate After 18% Discount)**	
☐ **Intrusion Monitoring**	**$420.00** (includes weekly test signal)	
☐ **Elevator Monitoring**	**$420.00** (no test signal)	
☐ **Other** _____	**$**_____	**Duration:** ☐ **Annual** ☐ **3-Year** ☒ **5-Year**
Total Price:	**$344.40 per year**	**Start Date:** February 18, 2015

Attach Purchase Order or Requisition if Required

Customer By: _____ **Convergint By:** Kevin Popejoy

Signature: _____ **Signature:**

Title: County Judge **Title:** Vice President

Date: _____ **Date:** February 18, 2015

P.O. #: _____

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Phone 512-351-4042 • Cell 512-845-7333
www.convergint.com

Systems Monitoring Options

Monitoring Service Options

Utilizing EMERGency24, CTLLC provides customers with fully redundant monitoring services resulting in a fail-safe monitoring network.

Subscriber Secure Internet Service Included with all monitoring agreements, Convergint Technologies subscribers receive the ability to manage and monitor their account on-line via Secure Internet Services. Secure Internet Services allows the subscriber to perform tasks including the ability to place accounts on test, make ***temporary*** changes to party information, view account history, view account data and request account information changes.

Generic Subscriber History Reports Another exclusive feature is the ability to obtain generic alarm activity reports listing the date, time and description of the alarm signal. Information through these services is secured by the same encryption process used for Internet financial transactions.

Subscribers also receive PASS CODE cards that include various methods and procedures for contacting the monitoring facility.

In addition to the basic services listed below, Convergint Technologies offers a variety of optional services. Your CTLLC representative can provide additional information upon request.

Test Signal Options Test signals are necessary to ensure your system is operational and transmitting signals to the Monitoring Station. A test signal will be transmitted from your system to the Monitoring Station based on the type of monitoring you select. Should the test signal fail for any reason, this is indicative of a system or telephone communications failure. Having such a failure places your facility at great risk should a fire alarm or security system alarm occur. The Monitoring Station would not receive notification of the alarm condition, and would not contact the local authority to alert them to the situation. Should a Test Signal fail to be received at the Monitoring Station, a call will be placed to the individual(s) identified on the Subscriber Monitoring Agreement if selected under Callback Options. A service call to resolve the system failure should be placed to CTLLC as soon as possible.

Type of Monitoring	UL Listed Monitoring Service (daily test signal)	DIR Discount (18%)	DIR Discounted UL Listed Monitoring Service	UL Listed Central Station Service
	$420.00 annually	$75.60 annually	$344.40 annually	Cost Provided Upon Request

Back Up Communications Options

This option is highly recommended when monitoring Security Systems. In the event of a telephone communication system failure, having a method of back-up communications in place will help to ensure continuous protection of your facility. Your CTLLC representative can provide additional information upon request.

Type of Back Up	Radio (AlarmNet or SafetyNet)	Cellular
	Cost Provided Upon Request	Cost Provided Upon Request

Additional Charges or Maintenance Fees

Based upon account activity, and from time-to-time, it is necessary to charge additional maintenance fees for specific items beyond CTLLC's control. These items are identified below.

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Excessive or run-away signals (in excess of 3 per month)	$1.55	Per signal.

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Breach or Default

If Customer does not pay the amounts due hereunder or breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the Customer ceases doing business as a going concern, CTLLC, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal. If CTLLC breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the CTLLC ceases doing business as a going concern, Customer, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal.

Cancellation

After the complete execution of this System Monitoring Proposal, Customer shall have the right to terminate the resulting agreement, for convenience and without cause or further liability, upon thirty (30) days written notice to CTLLC. In the event of such termination, it is understood and agreed that only the amounts due to CTLLC for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination for convenience under this provision.

Length of Plan

After execution of this System Monitoring Proposal by an authorized representative of CTLLC and Customer, the term of the resulting agreement shall be 12 months unless indicated elsewhere in this System Monitoring Proposal. Unless cancelled with 30 days prior written notice, the resulting agreement shall renew for successive term(s) at the prices and under the terms and conditions in effect at the time of renewal. Fees paid hereunder are not refundable once this agreement is in effect.

Force Majeure

CTLLC and EMERGency24 shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

Notification

It is the obligation of the Customer to keep the "Call List" updated. All changes and revisions to the "Call List" shall be submitted on the Permanent Change Form, signed and submitted to CTLLC. Changes shall become effective within five (5) business days of submittal.

Conflicting Terms

Should there arise a conflict of terms or conditions between this System Monitoring Proposal, the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, DIR Contract #DIR-SDD-2216 and a purchase order issued by Customer, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement; (b) this System Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by Customer.

Subscriber Monitoring Information

Call List

Parties (P1 through P5) will be called in sequence until one party is reached.

Type	Description	Name	Primary Phone #	Comments (ext., pager, work, home, etc)
P1	Party			
P2	Party			
P3	Party			
P4	Party			
P5	Party			
P6	Party			
P7	Party			
P8	Party			
P9	Party			
P10	Party			
P11	Party			
P12	Party			
P13	Party			
P14	Party			
P15	Party			
A1	**Police**			**2nd #:**
A2	**Fire**			**2nd #:**
A3	**Medical**			**2nd #:**
A4	**Other**			**2nd #:**

Business Hours of Monitored Site *(only required for monitoring of Scheduled Openings and Closings)*

Sample		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
09:00	**Open**							
18:30	**Close**							

Pass-Codes or Passwords

Pass-codes **(3 alphanumeric characters preferred, 3 min., 10 max.)**

_____ _____ _____ _____ _____

or

Passwords **(6 alphanumeric characters preferred, 3 min., 10 max.)**

_____ _____ _____ _____ _____

Code Under Stress *(security monitoring only)*

Code **(numbers only, 3 digits max.)** _____ _____ _____

Subscriber Secure Internet Access Info *(case sensitive)*

User Name 1: _____ **User Name 2:** _____

Password: _____ **Password:** _____

E-mail Address: _____ **E-mail Address:** _____

SUBSCRIBER MONITORING AGREEMENT - TERMS & CONDITIONS

NOTE TO SUBSCRIBER: IN ADDITION TO ANY OTHER TERMINATION RIGHTS HEREUNDER, YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

1. WHEREAS, Williamson County, Texas, a political subdivision of the State of Texas, hereinafter called SUBSCRIBER, has heretofore entered an agreement with its Alarm Co., CONVERGINT TECHNOLOGIES LLC (hereinafter called "CONVERGINT"), and has on this date entered into this agreement (hereinafter called "Agreement") with EMERgency Twenty Four, Inc., or its assigns herein called EMERGENCY 24, the terms of which provide for Monitoring of Incoming Signal from Subscriber's local protective system located at the address set forth on the Convergint Systems Monitoring Proposal and EMERGENCY 24's monitoring receiving facility.

Subscriber: Williamson County, Texas executed this _____ day of _____, _____

By: _____ Street: _____

Signature: _____ City: _____ State: _____ Zip: _____

Title: _____ ☐ check if addendum attached with additional locations

Convergint Technologies LLC ("CONVERGINT") Subscriber's Alarm Company

By: Kevin Popejoy Title: Vice President

Signature: _____

EMERgency24:

By: _____

Signature: _____

2. IT IS THEREFORE AGREED for in consideration of such agreement that:
3. The SUBSCRIBER will set the alarm system for protection required.
4. The local protective system at SUBSCRIBER'S premises is not the property of EMERGENCY 24 and said system is to be kept in working order by SUBSCRIBER. EMERGENCY 24 cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of EMERGENCY 24 is to maintain in working order its Monitoring Receiving Facility. EMERGENCY 24, upon receipt of a signal from a SUBSCRIBER'S premises, shall transmit notification of the alarm promptly to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the Subscriber Monitoring Information page of the Convergint Systems Monitoring Proposal and/or data changes received by EMERGENCY 24 from CONVERGINT or SUBSCRIBER, from time to time, unless there is just cause to assume that an emergency condition does not exist.
5. SUBSCRIBER will pay any Village or Municipal permits or license fees as may be required.
6. SUBSCRIBER agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or services provided under this Agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected.
7. That this Agreement may be cancelled by EMERGENCY 24 at any time, upon a ten (10) day written notice, if false alarms continue to occur.
8. That this Agreement may be canceled without previous notice, at the option of EMERGENCY 24, in the event EMERGENCY 24 Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EMERGENCY 24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed.
9. Should there arise a conflict of terms or conditions between this Agreement, the Convergint System Monitoring Proposal, DIR Contract #DIR-SDD-2216 and a purchase order issued by SUBSCRIBER, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) this Agreement; (b) the Convergint Systems Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by SUBSCRIBER. Only the terms of this Agreement shall be binding on EMERGENCY 24.

10. This Agreement shall continue for as long as CONVERGINT contracts with EMERGENCY 24 for the performance of monitoring duties for the SUBSCRIBER. In the event that the CONVERGINT notifies EMERGENCY 24 of its termination of service for the performance of monitoring duties for the SUBSCRIBER for any reason or in the event that CONVERGINT fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, EMERGENCY 24 will give the SUBSCRIBER at least 15 days notice of termination of such services to the SUBSCRIBER and, upon giving such notice, this Agreement and all of EMERGENCY 24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between EMERGENCY 24 and CONVERGINT and neither party hereto shall have any claim against the other.
11. SUBSCRIBER may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Convergint. In the event of such termination, it is understood and agreed that only the amounts due to Convergint for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for SUBSCRIBER's termination of this Agreement for convenience. The foregoing shall not affect Convergint's obligations to EMERGENCY 24.
12. EMERGENCY 24 shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall EMERGENCY 24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EMERGENCY 24.
13. EMERGENCY 24 shall not be obligated to perform any monitoring service hereunder during any time when telephone or telephone equipment shall not be working since signals to EMERGENCY 24 are received solely by means of telephone communication.
14. EMERGENCY 24 hereby disclaims all warranties, express or implied, including those of merchantability or fitness that its services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.
15. It is agreed that EMERGENCY 24 is not an insurer and that it is not the intention of the parties that EMERGENCY 24 assume responsibility for any loss or damage sustained through burglary, theft, robbery or other illegal act of a third party. For any claim or cause of action arising under or related to this Agreement: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) EMERGENCY 24's liability for damages of any kind to SUBSCRIBER shall be limited to the total amount paid by SUBSCRIBER to Convergint under the terms of the Convergint Systems Monitoring Proposal during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of EMERGENCY 24's liability shall not apply to violation of State or Federal law.
16. To the extent allowed by Texas law, SUBSCRIBER hereby releases discharges and agrees to hold EMERGENCY 24 harmless from any and all claims liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER and/or CONVERGINT, his agent or insurance company or by any other parties claiming under or through SUBSCRIBER and/or CONVERGINT. To the extent allowed by Texas law, SUBSCRIBER agrees to indemnify EMERGENCY 24 against, defend and hold EMERGENCY 24 harmless from any claims for subrogation which may be brought against EMERGENCY 24 by any insurer or insurance company or its agents or assigns, including payment of all damages expenses, costs and attorneys' fees.
17. It is the responsibility of CONVERGINT to insure that the service and the notifications entered on the Convergint Systems Monitoring Proposal, the SUBSCRIBER'S MONITORING AGREEMENT and related ADDENDA forms are proper and correct and that the form is signed by the SUBSCRIBER.
18. 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 Williamson County, Texas and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
19. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
20. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, proposals or agreements, either oral or written. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS AND CONDITIONS must be signed by all three parties. No verbal agreements shall alter the above order.

[Rest of this page intentionally left blank]

Systems Monitoring Proposal

Customer Name: Williamson County, Texas **Proposal Number:** 204-09032014-01

Building Name: Central Maintenance

Address: 3151 SE Inner Loop

Georgetown, Texas 78626

Phone: (512) 943-3300 **Email:** timboden@wilco.org

Billing Address (if different from the address listed above)

Name: _____ **Attn:** _____

Address: _____

_____

Phone: _____ **Contact:** _____

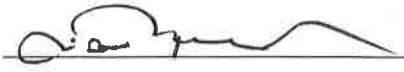
Customer agrees to purchase, and Convergint Technologies LLC (CTLLC) agrees to provide monitoring service according to the terms and conditions of DIR Contract #DIR-SD-2216, the terms set out in this System Monitoring Proposal, which shall become an agreement once executed by Customer and Convergint Technologies, LLC, and according to the Terms and Conditions of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement. DIR Contract #DIR-SD-2216 shall not be binding on EMERgency Twenty Four, Inc.. To the extent of any conflict between DIRE Contract #DIR-SD-2216 and the System Monitoring Proposal conflict, the latter shall control, except to the extent such controlling provision would violate Texas law. Customer agrees to provide RJ31X telephone jack(s), dedicated phone line(s) and other equipment as may be required. This proposal amount is based on one trip by CTLLC to program and test the dialer or communicator. Material, installation and additional trips due to phone lines not being installed properly will be billed to the customer at current Time and Material rates. Final acceptance is subject to CTLLC approval.

System Monitoring Options: *Indicate your choice(s) with a (✓)*

☒ **U.L. Listed Monitoring**	~~$420.00~~ **$344.40 (DIR Discounted Rate After 18% Discount)**	
☐ **Intrusion Monitoring**	**$420.00** (includes weekly test signal)	
☐ **Elevator Monitoring**	**$420.00** (no test signal)	
☐ **Other** _____	**$**_____	**Duration:** ☐ **Annual** ☐ **3-Year** ☒ **5-Year**
Total Price:	**$344.40 per year**	**Start Date:** **February 18, 2015**

Attach Purchase Order or Requisition if Required

Customer By: _____ **Convergint By:** Kevin Popejoy

Signature: _____ **Signature:** 

Title: County Judge **Title:** Vice President

Date: _____ **Date:** February 18, 2015

P.O. #: _____

Convergint Technologies • 10535 Boyer Blvd, Suite 300 • Austin, Texas 78758
Phone 512-351-4042 • Cell 512-845-7333
www.convergint.com

Systems Monitoring Options

Monitoring Service Options

Utilizing EMERGency24, CTLLC provides customers with fully redundant monitoring services resulting in a fail-safe monitoring network.

Subscriber Secure Internet Service Included with all monitoring agreements, Convergint Technologies subscribers receive the ability to manage and monitor their account on-line via Secure Internet Services. Secure Internet Services allows the subscriber to perform tasks including the ability to place accounts on test, make ***temporary*** changes to party information, view account history, view account data and request account information changes.

Generic Subscriber History Reports Another exclusive feature is the ability to obtain generic alarm activity reports listing the date, time and description of the alarm signal. Information through these services is secured by the same encryption process used for Internet financial transactions.

Subscribers also receive PASS CODE cards that include various methods and procedures for contacting the monitoring facility.

In addition to the basic services listed below, Convergint Technologies offers a variety of optional services. Your CTLLC representative can provide additional information upon request.

Test Signal Options Test signals are necessary to ensure your system is operational and transmitting signals to the Monitoring Station. A test signal will be transmitted from your system to the Monitoring Station based on the type of monitoring you select. Should the test signal fail for any reason, this is indicative of a system or telephone communications failure. Having such a failure places your facility at great risk should a fire alarm or security system alarm occur. The Monitoring Station would not receive notification of the alarm condition, and would not contact the local authority to alert them to the situation. Should a Test Signal fail to be received at the Monitoring Station, a call will be placed to the individual(s) identified on the Subscriber Monitoring Agreement if selected under Callback Options. A service call to resolve the system failure should be placed to CTLLC as soon as possible.

Type of Monitoring	UL Listed Monitoring Service (daily test signal)	DIR Discount (18%)	DIR Discounted UL Listed Monitoring Service	UL Listed Central Station Service
	$420.00 annually	$75.60 annually	$344.40 annually	Cost Provided Upon Request

Back Up Communications Options

This option is highly recommended when monitoring Security Systems. In the event of a telephone communication system failure, having a method of back-up communications in place will help to ensure continuous protection of your facility. Your CTLLC representative can provide additional information upon request.

Type of Back Up	Radio (AlarmNet or SafetyNet)	Cellular
	Cost Provided Upon Request	Cost Provided Upon Request

Additional Charges or Maintenance Fees

Based upon account activity, and from time-to-time, it is necessary to charge additional maintenance fees for specific items beyond CTLLC's control. These items are identified below.

Item	Fee	Frequency
Call List alterations	$7.75	Per addendum or revision.
Excessive or run-away signals (in excess of 3 per month)	$1.55	Per signal.

Customer's payment for services hereunder shall be governed by Chapter 2251 of the Texas Government Code, as further set out in DIR Contract #DIR-SDD-2216. Customer agrees to pay all taxes, including state or local taxes, however designated, levied, or based on the service charges pursuant to this System Monitoring Proposal.

Breach or Default

If Customer does not pay the amounts due hereunder or breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the Customer ceases doing business as a going concern, CTLLC, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal. If CTLLC breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the CTLLC ceases doing business as a going concern, Customer, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal.

Cancellation

After the complete execution of this System Monitoring Proposal, Customer shall have the right to terminate the resulting agreement, for convenience and without cause or further liability, upon thirty (30) days written notice to CTLLC. In the event of such termination, it is understood and agreed that only the amounts due to CTLLC for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination for convenience under this provision.

Length of Plan

After execution of this System Monitoring Proposal by an authorized representative of CTLLC and Customer, the term of the resulting agreement shall be 12 months unless indicated elsewhere in this System Monitoring Proposal. Unless cancelled with 30 days prior written notice, the resulting agreement shall renew for successive term(s) at the prices and under the terms and conditions in effect at the time of renewal. Fees paid hereunder are not refundable once this agreement is in effect.

Force Majeure

CTLLC and EMERGency24 shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

Notification

It is the obligation of the Customer to keep the "Call List" updated. All changes and revisions to the "Call List" shall be submitted on the Permanent Change Form, signed and submitted to CTLLC. Changes shall become effective within five (5) business days of submittal.

Conflicting Terms

Should there arise a conflict of terms or conditions between this System Monitoring Proposal, the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, DIR Contract #DIR-SDD-2216 and a purchase order issued by Customer, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement; (b) this System Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by Customer.

Subscriber Monitoring Information

Call List

Parties (P1 through P5) will be called in sequence until one party is reached.

Type	Description	Name	Primary Phone #	Comments (ext., pager, work, home, etc)
P1	Party			
P2	Party			
P3	Party			
P4	Party			
P5	Party			
P6	Party			
P7	Party			
P8	Party			
P9	Party			
P10	Party			
P11	Party			
P12	Party			
P13	Party			
P14	Party			
P15	Party			
A1	**Police**			**2nd #:**
A2	**Fire**			**2nd #:**
A3	**Medical**			**2nd #:**
A4	**Other**			**2nd #:**

Business Hours of Monitored Site *(only required for monitoring of Scheduled Openings and Closings)*

Sample		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
09:00	**Open**							
18:30	**Close**							

Pass-Codes or Passwords

Pass-codes (3 alphanumeric characters preferred, 3 min., 10 max.)

_____ _____ _____ _____ _____

or

Passwords (6 alphanumeric characters preferred, 3 min., 10 max.)

_____ _____ _____ _____ _____

Code Under Stress *(security monitoring only)*

Code (numbers only, 3 digits max.) _____ _____ _____

Subscriber Secure Internet Access Info *(case sensitive)*

User Name 1: _____ **User Name 2:** _____

Password: _____ **Password:** _____

E-mail Address: _____ **E-mail Address:** _____

SUBSCRIBER MONITORING AGREEMENT - TERMS & CONDITIONS

NOTE TO SUBSCRIBER: IN ADDITION TO ANY OTHER TERMINATION RIGHTS HEREUNDER, YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

1. WHEREAS, Williamson County, Texas, a political subdivision of the State of Texas, hereinafter called SUBSCRIBER, has heretofore entered an agreement with its Alarm Co., CONVERGINT TECHNOLOGIES LLC (hereinafter called "CONVERGINT"), and has on this date entered into this agreement (hereinafter called "Agreement") with EMERgency Twenty Four, Inc., or its assigns herein called EMERGENCY 24, the terms of which provide for Monitoring of Incoming Signal from Subscriber's local protective system located at the address set forth on the Convergint Systems Monitoring Proposal and EMERGENCY 24's monitoring receiving facility.

Subscriber: Williamson County, Texas executed this _____ day of _____, _____

By: _____ Street: _____

Signature: _____ City: _____ State: _____ Zip: _____

Title: _____ ☐ check if addendum attached with additional locations

Convergint Technologies LLC ("CONVERGINT") Subscriber's Alarm Company

By: Kevin Popejoy Title: Vice President

Signature: _____

EMERgency24:

By: _____

Signature: _____

2. IT IS THEREFORE AGREED for in consideration of such agreement that:
3. The SUBSCRIBER will set the alarm system for protection required.
4. The local protective system at SUBSCRIBER'S premises is not the property of EMERGENCY 24 and said system is to be kept in working order by SUBSCRIBER. EMERGENCY 24 cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of EMERGENCY 24 is to maintain in working order its Monitoring Receiving Facility. EMERGENCY 24, upon receipt of a signal from a SUBSCRIBER'S premises, shall transmit notification of the alarm promptly to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the Subscriber Monitoring Information page of the Convergint Systems Monitoring Proposal and/or data changes received by EMERGENCY 24 from CONVERGINT or SUBSCRIBER, from time to time, unless there is just cause to assume that an emergency condition does not exist.
5. SUBSCRIBER will pay any Village or Municipal permits or license fees as may be required.
6. SUBSCRIBER agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or services provided under this Agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected.
7. That this Agreement may be cancelled by EMERGENCY 24 at any time, upon a ten (10) day written notice, if false alarms continue to occur.
8. That this Agreement may be canceled without previous notice, at the option of EMERGENCY 24, in the event EMERGENCY 24 Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EMERGENCY 24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed.
9. Should there arise a conflict of terms or conditions between this Agreement, the Convergint System Monitoring Proposal, DIR Contract #DIR-SDD-2216 and a purchase order issued by SUBSCRIBER, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) this Agreement; (b) the Convergint Systems Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by SUBSCRIBER. Only the terms of this Agreement shall be binding on EMERGENCY 24.

10. This Agreement shall continue for as long as CONVERGINT contracts with EMERGENCY 24 for the performance of monitoring duties for the SUBSCRIBER. In the event that the CONVERGINT notifies EMERGENCY 24 of its termination of service for the performance of monitoring duties for the SUBSCRIBER for any reason or in the event that CONVERGINT fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, EMERGENCY 24 will give the SUBSCRIBER at least 15 days notice of termination of such services to the SUBSCRIBER and, upon giving such notice, this Agreement and all of EMERGENCY 24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between EMERGENCY 24 and CONVERGINT and neither party hereto shall have any claim against the other.
11. SUBSCRIBER may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Convergint. In the event of such termination, it is understood and agreed that only the amounts due to Convergint for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for SUBSCRIBER's termination of this Agreement for convenience. The foregoing shall not affect Convergint's obligations to EMERGENCY 24.
12. EMERGENCY 24 shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall EMERGENCY 24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EMERGENCY 24.
13. EMERGENCY 24 shall not be obligated to perform any monitoring service hereunder during any time when telephone or telephone equipment shall not be working since signals to EMERGENCY 24 are received solely by means of telephone communication.
14. EMERGENCY 24 hereby disclaims all warranties, express or implied, including those of merchantability or fitness that its services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.
15. It is agreed that EMERGENCY 24 is not an insurer and that it is not the intention of the parties that EMERGENCY 24 assume responsibility for any loss or damage sustained through burglary, theft, robbery or other illegal act of a third party. For any claim or cause of action arising under or related to this Agreement: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) EMERGENCY 24's liability for damages of any kind to SUBSCRIBER shall be limited to the total amount paid by SUBSCRIBER to Convergint under the terms of the Convergint Systems Monitoring Proposal during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of EMERGENCY 24's liability shall not apply to violation of State or Federal law.
16. To the extent allowed by Texas law, SUBSCRIBER hereby releases discharges and agrees to hold EMERGENCY 24 harmless from any and all claims liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER and/or CONVERGINT, his agent or insurance company or by any other parties claiming under or through SUBSCRIBER and/or CONVERGINT. To the extent allowed by Texas law, SUBSCRIBER agrees to indemnify EMERGENCY 24 against, defend and hold EMERGENCY 24 harmless from any claims for subrogation which may be brought against EMERGENCY 24 by any insurer or insurance company or its agents or assigns, including payment of all damages expenses, costs and attorneys' fees.
17. It is the responsibility of CONVERGINT to insure that the service and the notifications entered on the Convergint Systems Monitoring Proposal, the SUBSCRIBER'S MONITORING AGREEMENT and related ADDENDA forms are proper and correct and that the form is signed by the SUBSCRIBER.
18. 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 Williamson County, Texas and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
19. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
20. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, proposals or agreements, either oral or written. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS AND CONDITIONS must be signed by all three parties. No verbal agreements shall alter the above order.

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Systems Monitoring Proposal

Customer Name: Williamson County, Texas **Proposal Number:** 204-09032014-01

Building Name: ESOC (Emergency Services Operations Ctr.)

Address: 911 Tracy Chambers Lane

Georgetown, Texas 78626

Phone: (512) 864-8282 **Email:** timboden@wilco.org

Billing Address (if different from the address listed above)

Name: _____ **Attn:** _____

Address: _____

_____

Phone: _____ **Contact:** _____

Customer agrees to purchase, and Convergint Technologies LLC (CTLLC) agrees to provide monitoring service according to the terms and conditions of DIR Contract #DIR-SD-2216, the terms set out in this System Monitoring Proposal, which shall become an agreement once executed by Customer and Convergint Technologies, LLC, and according to the Terms and Conditions of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement. DIR Contract #DIR-SD-2216 shall not be binding on EMERgency Twenty Four, Inc.. To the extent of any conflict between DIRE Contract #DIR-SD-2216 and the System Monitoring Proposal conflict, the latter shall control, except to the extent such controlling provision would violate Texas law. Customer agrees to provide RJ31X telephone jack(s), dedicated phone line(s) and other equipment as may be required. This proposal amount is based on one trip by CTLLC to program and test the dialer or communicator. Material, installation and additional trips due to phone lines not being installed properly will be billed to the customer at current Time and Material rates. Final acceptance is subject to CTLLC approval.

System Monitoring Options: *Indicate your choice(s) with a (✓)*

☒ **U.L. Listed Monitoring**	~~$420.00~~ **$344.40 (DIR Discounted Rate After 18% Discount)**	
☐ **Intrusion Monitoring**	**$420.00** (includes weekly test signal)	
☐ **Elevator Monitoring**	**$420.00** (no test signal)	
☐ **Other** ____	**$**____	**Duration:** ☐ **Annual** ☐ **3-Year** ☒ **5-Year**
Total Price:	**$344.40 per year**	**Start Date:** February 18, 2015

Attach Purchase Order or Requisition if Required

Customer By: _____ **Convergint By:** Kevin Popejoy

Signature: _____ **Signature:**

Title: County Judge **Title:** Vice President

Date: _____ **Date:** February 18, 2015

P.O. #: _____

Convergint Technologies • 10535 Boyer Blvd, Suite 300 • Austin, Texas 78758
Phone 512-351-4042 • Cell 512-845-7333
www.convergint.com

Systems Monitoring Options

Monitoring Service Options

Utilizing EMERGency24, CTLLC provides customers with fully redundant monitoring services resulting in a fail-safe monitoring network.

Subscriber Secure Internet Service Included with all monitoring agreements, Convergint Technologies subscribers receive the ability to manage and monitor their account on-line via Secure Internet Services. Secure Internet Services allows the subscriber to perform tasks including the ability to place accounts on test, make ***temporary*** changes to party information, view account history, view account data and request account information changes.

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Subscribers also receive PASS CODE cards that include various methods and procedures for contacting the monitoring facility.

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Test Signal Options Test signals are necessary to ensure your system is operational and transmitting signals to the Monitoring Station. A test signal will be transmitted from your system to the Monitoring Station based on the type of monitoring you select. Should the test signal fail for any reason, this is indicative of a system or telephone communications failure. Having such a failure places your facility at great risk should a fire alarm or security system alarm occur. The Monitoring Station would not receive notification of the alarm condition, and would not contact the local authority to alert them to the situation. Should a Test Signal fail to be received at the Monitoring Station, a call will be placed to the individual(s) identified on the Subscriber Monitoring Agreement if selected under Callback Options. A service call to resolve the system failure should be placed to CTLLC as soon as possible.

Type of Monitoring	UL Listed Monitoring Service (daily test signal)	DIR Discount (18%)	DIR Discounted UL Listed Monitoring Service	UL Listed Central Station Service
	$420.00 annually	$75.60 annually	$344.40 annually	Cost Provided Upon Request

Back Up Communications Options

This option is highly recommended when monitoring Security Systems. In the event of a telephone communication system failure, having a method of back-up communications in place will help to ensure continuous protection of your facility. Your CTLLC representative can provide additional information upon request.

Type of Back Up	Radio (AlarmNet or SafetyNet)	Cellular
	Cost Provided Upon Request	Cost Provided Upon Request

Additional Charges or Maintenance Fees

Based upon account activity, and from time-to-time, it is necessary to charge additional maintenance fees for specific items beyond CTLLC's control. These items are identified below.

Item	Fee	Frequency
Call List alterations	$7.75	Per addendum or revision.
Excessive or run-away signals (in excess of 3 per month)	$1.55	Per signal.

Customer's payment for services hereunder shall be governed by Chapter 2251 of the Texas Government Code, as further set out in DIR Contract #DIR-SDD-2216. Customer agrees to pay all taxes, including state or local taxes, however designated, levied, or based on the service charges pursuant to this System Monitoring Proposal.

Breach or Default

If Customer does not pay the amounts due hereunder or breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the Customer ceases doing business as a going concern, CTLLC, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal. If CTLLC breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the CTLLC ceases doing business as a going concern, Customer, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal.

Cancellation

After the complete execution of this System Monitoring Proposal, Customer shall have the right to terminate the resulting agreement, for convenience and without cause or further liability, upon thirty (30) days written notice to CTLLC. In the event of such termination, it is understood and agreed that only the amounts due to CTLLC for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination for convenience under this provision.

Length of Plan

After execution of this System Monitoring Proposal by an authorized representative of CTLLC and Customer, the term of the resulting agreement shall be 12 months unless indicated elsewhere in this System Monitoring Proposal. Unless cancelled with 30 days prior written notice, the resulting agreement shall renew for successive term(s) at the prices and under the terms and conditions in effect at the time of renewal. Fees paid hereunder are not refundable once this agreement is in effect.

Force Majeure

CTLLC and EMERGency24 shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

Notification

It is the obligation of the Customer to keep the "Call List" updated. All changes and revisions to the "Call List" shall be submitted on the Permanent Change Form, signed and submitted to CTLLC. Changes shall become effective within five (5) business days of submittal.

Conflicting Terms

Should there arise a conflict of terms or conditions between this System Monitoring Proposal, the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, DIR Contract #DIR-SDD-2216 and a purchase order issued by Customer, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement; (b) this System Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by Customer.

Subscriber Monitoring Information

Call List

Parties (P1 through P5) will be called in sequence until one party is reached.

Type	Description	Name	Primary Phone #	Comments (ext., pager, work, home, etc)
P1	Party			
P2	Party			
P3	Party			
P4	Party			
P5	Party			
P6	Party			
P7	Party			
P8	Party			
P9	Party			
P10	Party			
P11	Party			
P12	Party			
P13	Party			
P14	Party			
P15	Party			
A1	**Police**			**2nd #:**
A2	**Fire**			**2nd #:**
A3	**Medical**			**2nd #:**
A4	**Other**			**2nd #:**

Business Hours of Monitored Site *(only required for monitoring of Scheduled Openings and Closings)*

Sample		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
09:00	**Open**							
18:30	**Close**							

Pass-Codes or Passwords

Pass-codes (3 alphanumeric characters preferred, 3 min., 10 max.)

_____ _____ _____ _____ _____

or

Passwords (6 alphanumeric characters preferred, 3 min., 10 max.)

_____ _____ _____ _____ _____

Code Under Stress *(security monitoring only)*

Code (numbers only, 3 digits max.) _____ _____ _____

Subscriber Secure Internet Access Info *(case sensitive)*

User Name 1: _____ **User Name 2:** _____

Password: _____ **Password:** _____

E-mail Address: _____ **E-mail Address:** _____

SUBSCRIBER MONITORING AGREEMENT - TERMS & CONDITIONS

NOTE TO SUBSCRIBER: IN ADDITION TO ANY OTHER TERMINATION RIGHTS HEREUNDER, YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

1. WHEREAS, Williamson County, Texas, a political subdivision of the State of Texas, hereinafter called SUBSCRIBER, has heretofore entered an agreement with its Alarm Co., CONVERGINT TECHNOLOGIES LLC (hereinafter called "CONVERGINT"), and has on this date entered into this agreement (hereinafter called "Agreement") with EMERgency Twenty Four, Inc., or its assigns herein called EMERGENCY 24, the terms of which provide for Monitoring of Incoming Signal from Subscriber's local protective system located at the address set forth on the Convergint Systems Monitoring Proposal and EMERGENCY 24's monitoring receiving facility.

Subscriber: Williamson County, Texas executed this _____ day of _____, _____

By: _____ Street: _____

Signature: _____ City: _____ State: _____ Zip: _____

Title: County Judge ☐ check if addendum attached with additional locations

Convergint Technologies LLC ("CONVERGINT") Subscriber's Alarm Company

By: Kevin Popejoy Title: Vice President

Signature: _____

EMERgency24:

By: _____

Signature: _____

2. IT IS THEREFORE AGREED for in consideration of such agreement that:
3. The SUBSCRIBER will set the alarm system for protection required.
4. The local protective system at SUBSCRIBER'S premises is not the property of EMERGENCY 24 and said system is to be kept in working order by SUBSCRIBER. EMERGENCY 24 cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of EMERGENCY 24 is to maintain in working order its Monitoring Receiving Facility. EMERGENCY 24, upon receipt of a signal from a SUBSCRIBER'S premises, shall transmit notification of the alarm promptly to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the Subscriber Monitoring Information page of the Convergint Systems Monitoring Proposal and/or data changes received by EMERGENCY 24 from CONVERGINT or SUBSCRIBER, from time to time, unless there is just cause to assume that an emergency condition does not exist.
5. SUBSCRIBER will pay any Village or Municipal permits or license fees as may be required.
6. SUBSCRIBER agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or services provided under this Agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected.
7. That this Agreement may be cancelled by EMERGENCY 24 at any time, upon a ten (10) day written notice, if false alarms continue to occur.
8. That this Agreement may be canceled without previous notice, at the option of EMERGENCY 24, in the event EMERGENCY 24 Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EMERGENCY 24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed.
9. Should there arise a conflict of terms or conditions between this Agreement, the Convergint System Monitoring Proposal, DIR Contract #DIR-SDD-2216 and a purchase order issued by SUBSCRIBER, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) this Agreement; (b) the Convergint Systems Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by SUBSCRIBER. Only the terms of this Agreement shall be binding on EMERGENCY 24.

10. This Agreement shall continue for as long as CONVERGINT contracts with EMERGENCY 24 for the performance of monitoring duties for the SUBSCRIBER. In the event that the CONVERGINT notifies EMERGENCY 24 of its termination of service for the performance of monitoring duties for the SUBSCRIBER for any reason or in the event that CONVERGINT fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, EMERGENCY 24 will give the SUBSCRIBER at least 15 days notice of termination of such services to the SUBSCRIBER and, upon giving such notice, this Agreement and all of EMERGENCY 24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between EMERGENCY 24 and CONVERGINT and neither party hereto shall have any claim against the other.
11. SUBSCRIBER may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Convergint. In the event of such termination, it is understood and agreed that only the amounts due to Convergint for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for SUBSCRIBER's termination of this Agreement for convenience. The foregoing shall not affect Convergint's obligations to EMERGENCY 24.
12. EMERGENCY 24 shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall EMERGENCY 24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EMERGENCY 24.
13. EMERGENCY 24 shall not be obligated to perform any monitoring service hereunder during any time when telephone or telephone equipment shall not be working since signals to EMERGENCY 24 are received solely by means of telephone communication.
14. EMERGENCY 24 hereby disclaims all warranties, express or implied, including those of merchantability or fitness that its services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.
15. It is agreed that EMERGENCY 24 is not an insurer and that it is not the intention of the parties that EMERGENCY 24 assume responsibility for any loss or damage sustained through burglary, theft, robbery or other illegal act of a third party. For any claim or cause of action arising under or related to this Agreement: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) EMERGENCY 24's liability for damages of any kind to SUBSCRIBER shall be limited to the total amount paid by SUBSCRIBER to Convergint under the terms of the Convergint Systems Monitoring Proposal during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of EMERGENCY 24's liability shall not apply to violation of State or Federal law.
16. To the extent allowed by Texas law, SUBSCRIBER hereby releases discharges and agrees to hold EMERGENCY 24 harmless from any and all claims liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER and/or CONVERGINT, his agent or insurance company or by any other parties claiming under or through SUBSCRIBER and/or CONVERGINT. To the extent allowed by Texas law, SUBSCRIBER agrees to indemnify EMERGENCY 24 against, defend and hold EMERGENCY 24 harmless from any claims for subrogation which may be brought against EMERGENCY 24 by any insurer or insurance company or its agents or assigns, including payment of all damages expenses, costs and attorneys' fees.
17. It is the responsibility of CONVERGINT to insure that the service and the notifications entered on the Convergint Systems Monitoring Proposal, the SUBSCRIBER'S MONITORING AGREEMENT and related ADDENDA forms are proper and correct and that the form is signed by the SUBSCRIBER.
18. 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 Williamson County, Texas and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
19. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
20. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, proposals or agreements, either oral or written. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS AND CONDITIONS must be signed by all three parties. No verbal agreements shall alter the above order.

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Systems Monitoring Proposal

Customer Name: Williamson County, Texas **Proposal Number:** 204-09032014-01

Building Name: Grainger CTTC (Central TX Treatment Center)

Address: 601 North Alligator St.

Granger, Texas 76530

Phone: (512) 943-1211 **Email:** timboden@wilco.org

Billing Address (if different from the address listed above)

Name: _____ **Attn:** _____

Address: _____

_____

Phone: _____ **Contact:** _____

Customer agrees to purchase, and Convergint Technologies LLC (CTLLC) agrees to provide monitoring service according to the terms and conditions of DIR Contract #DIR-SD-2216, the terms set out in this System Monitoring Proposal, which shall become an agreement once executed by Customer and Convergint Technologies, LLC, and according to the Terms and Conditions of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement. DIR Contract #DIR-SD-2216 shall not be binding on EMERgency Twenty Four, Inc.. To the extent of any conflict between DIRE Contract #DIR-SD-2216 and the System Monitoring Proposal conflict, the latter shall control, except to the extent such controlling provision would violate Texas law. Customer agrees to provide RJ31X telephone jack(s), dedicated phone line(s) and other equipment as may be required. This proposal amount is based on one trip by CTLLC to program and test the dialer or communicator. Material, installation and additional trips due to phone lines not being installed properly will be billed to the customer at current Time and Material rates. Final acceptance is subject to CTLLC approval.

System Monitoring Options: *Indicate your choice(s) with a (✓)*

☒ **U.L. Listed Monitoring**	~~$420.00~~ **$344.40 (DIR Discounted Rate After 18% Discount)**	
☐ **Intrusion Monitoring**	**$420.00** (includes weekly test signal)	
☐ **Elevator Monitoring**	**$420.00** (no test signal)	
☐ **Other** ____	**$**____	**Duration:** ☐ **Annual** ☐ **3-Year** ☒ **5-Year**
Total Price:	**$344.40 per year**	**Start Date:** **February 18, 2015**

Attach Purchase Order or Requisition if Required

Customer By: _____ **Convergint By:** Kevin Popejoy

Signature: _____ **Signature:** _____

Title: County Judge **Title:** Vice President

Date: _____ **Date:** February 18, 2015

P.O. #: _____

Convergint Technologies • 10535 Boyer Blvd, Suite 300 • Austin, Texas 78758
Phone 512-351-4042 • Cell 512-845-7333
www.convergint.com

Systems Monitoring Options

Monitoring Service Options

Utilizing EMERGency24, CTLLC provides customers with fully redundant monitoring services resulting in a fail-safe monitoring network.

Subscriber Secure Internet Service Included with all monitoring agreements, Convergint Technologies subscribers receive the ability to manage and monitor their account on-line via Secure Internet Services. Secure Internet Services allows the subscriber to perform tasks including the ability to place accounts on test, make ***temporary*** changes to party information, view account history, view account data and request account information changes.

Generic Subscriber History Reports Another exclusive feature is the ability to obtain generic alarm activity reports listing the date, time and description of the alarm signal. Information through these services is secured by the same encryption process used for Internet financial transactions.

Subscribers also receive PASS CODE cards that include various methods and procedures for contacting the monitoring facility.

In addition to the basic services listed below, Convergint Technologies offers a variety of optional services. Your CTLLC representative can provide additional information upon request.

Test Signal Options Test signals are necessary to ensure your system is operational and transmitting signals to the Monitoring Station. A test signal will be transmitted from your system to the Monitoring Station based on the type of monitoring you select. Should the test signal fail for any reason, this is indicative of a system or telephone communications failure. Having such a failure places your facility at great risk should a fire alarm or security system alarm occur. The Monitoring Station would not receive notification of the alarm condition, and would not contact the local authority to alert them to the situation. Should a Test Signal fail to be received at the Monitoring Station, a call will be placed to the individual(s) identified on the Subscriber Monitoring Agreement if selected under Callback Options. A service call to resolve the system failure should be placed to CTLLC as soon as possible.

Type of Monitoring	UL Listed Monitoring Service (daily test signal)	DIR Discount (18%)	DIR Discounted UL Listed Monitoring Service	UL Listed Central Station Service
	$420.00 annually	$75.60 annually	$344.40 annually	Cost Provided Upon Request

Back Up Communications Options

This option is highly recommended when monitoring Security Systems. In the event of a telephone communication system failure, having a method of back-up communications in place will help to ensure continuous protection of your facility. Your CTLLC representative can provide additional information upon request.

Type of Back Up	Radio (AlarmNet or SafetyNet)	Cellular
	Cost Provided Upon Request	Cost Provided Upon Request

Additional Charges or Maintenance Fees

Based upon account activity, and from time-to-time, it is necessary to charge additional maintenance fees for specific items beyond CTLLC's control. These items are identified below.

Item	Fee	Frequency
Call List alterations	$7.75	Per addendum or revision.
Excessive or run-away signals (in excess of 3 per month)	$1.55	Per signal.

Customer's payment for services hereunder shall be governed by Chapter 2251 of the Texas Government Code, as further set out in DIR Contract #DIR-SDD-2216. Customer agrees to pay all taxes, including state or local taxes, however designated, levied, or based on the service charges pursuant to this System Monitoring Proposal.

Breach or Default

If Customer does not pay the amounts due hereunder or breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the Customer ceases doing business as a going concern, CTLLC, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal. If CTLLC breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the CTLLC ceases doing business as a going concern, Customer, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal.

Cancellation

After the complete execution of this System Monitoring Proposal, Customer shall have the right to terminate the resulting agreement, for convenience and without cause or further liability, upon thirty (30) days written notice to CTLLC. In the event of such termination, it is understood and agreed that only the amounts due to CTLLC for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination for convenience under this provision.

Length of Plan

After execution of this System Monitoring Proposal by an authorized representative of CTLLC and Customer, the term of the resulting agreement shall be 12 months unless indicated elsewhere in this System Monitoring Proposal. Unless cancelled with 30 days prior written notice, the resulting agreement shall renew for successive term(s) at the prices and under the terms and conditions in effect at the time of renewal. Fees paid hereunder are not refundable once this agreement is in effect.

Force Majeure

CTLLC and EMERGency24 shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

Notification

It is the obligation of the Customer to keep the "Call List" updated. All changes and revisions to the "Call List" shall be submitted on the Permanent Change Form, signed and submitted to CTLLC. Changes shall become effective within five (5) business days of submittal.

Conflicting Terms

Should there arise a conflict of terms or conditions between this System Monitoring Proposal, the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, DIR Contract #DIR-SDD-2216 and a purchase order issued by Customer, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement; (b) this System Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by Customer.

Subscriber Monitoring Information

Call List

Parties (P1 through P5) will be called in sequence until one party is reached.

Type	Description	Name	Primary Phone #	Comments (ext., pager, work, home, etc)
P1	Party			
P2	Party			
P3	Party			
P4	Party			
P5	Party			
P6	Party			
P7	Party			
P8	Party			
P9	Party			
P10	Party			
P11	Party			
P12	Party			
P13	Party			
P14	Party			
P15	Party			
A1	**Police**			**2nd #:**
A2	**Fire**			**2nd #:**
A3	**Medical**			**2nd #:**
A4	**Other**			**2nd #:**

Business Hours of Monitored Site *(only required for monitoring of Scheduled Openings and Closings)*

Sample		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
09:00	**Open**							
18:30	**Close**							

Pass-Codes or Passwords

Pass-codes **(3 alphanumeric characters preferred, 3 min., 10 max.)**

_____ _____ _____ _____ _____

or

Passwords **(6 alphanumeric characters preferred, 3 min., 10 max.)**

_____ _____ _____ _____ _____

Code Under Stress *(security monitoring only)*

Code **(numbers only, 3 digits max.)** _____ _____ _____

Subscriber Secure Internet Access Info *(case sensitive)*

User Name 1: _____ **User Name 2:** _____

Password: _____ **Password:** _____

E-mail Address: _____ **E-mail Address:** _____

SUBSCRIBER MONITORING AGREEMENT - TERMS & CONDITIONS

NOTE TO SUBSCRIBER: IN ADDITION TO ANY OTHER TERMINATION RIGHTS HEREUNDER, YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

1. WHEREAS, Williamson County, Texas, a political subdivision of the State of Texas, hereinafter called SUBSCRIBER, has heretofore entered an agreement with its Alarm Co., CONVERGINT TECHNOLOGIES LLC (hereinafter called "CONVERGINT"), and has on this date entered into this agreement (hereinafter called "Agreement") with EMERgency Twenty Four, Inc., or its assigns herein called EMERGENCY 24, the terms of which provide for Monitoring of Incoming Signal from Subscriber's local protective system located at the address set forth on the Convergint Systems Monitoring Proposal and EMERGENCY 24's monitoring receiving facility.

Subscriber: Williamson County, Texas executed this _____ day of _____, _____

By: _____ Street: _____

Signature: _____ City: _____ State: _____ Zip: _____

Title: _____ ☐ check if addendum attached with additional locations

Convergint Technologies LLC ("CONVERGINT") Subscriber's Alarm Company

By: Kevin Popejoy Title: Vice President

Signature: _____

EMERgency24:

By: _____

Signature: _____

2. IT IS THEREFORE AGREED for in consideration of such agreement that:
3. The SUBSCRIBER will set the alarm system for protection required.
4. The local protective system at SUBSCRIBER'S premises is not the property of EMERGENCY 24 and said system is to be kept in working order by SUBSCRIBER. EMERGENCY 24 cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of EMERGENCY 24 is to maintain in working order its Monitoring Receiving Facility. EMERGENCY 24, upon receipt of a signal from a SUBSCRIBER'S premises, shall transmit notification of the alarm promptly to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the Subscriber Monitoring Information page of the Convergint Systems Monitoring Proposal and/or data changes received by EMERGENCY 24 from CONVERGINT or SUBSCRIBER, from time to time, unless there is just cause to assume that an emergency condition does not exist.
5. SUBSCRIBER will pay any Village or Municipal permits or license fees as may be required.
6. SUBSCRIBER agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or services provided under this Agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected.
7. That this Agreement may be cancelled by EMERGENCY 24 at any time, upon a ten (10) day written notice, if false alarms continue to occur.
8. That this Agreement may be canceled without previous notice, at the option of EMERGENCY 24, in the event EMERGENCY 24 Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EMERGENCY 24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed.
9. Should there arise a conflict of terms or conditions between this Agreement, the Convergint System Monitoring Proposal, DIR Contract #DIR-SDD-2216 and a purchase order issued by SUBSCRIBER, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) this Agreement; (b) the Convergint Systems Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by SUBSCRIBER. Only the terms of this Agreement shall be binding on EMERGENCY 24.

10. This Agreement shall continue for as long as CONVERGINT contracts with EMERGENCY 24 for the performance of monitoring duties for the SUBSCRIBER. In the event that the CONVERGINT notifies EMERGENCY 24 of its termination of service for the performance of monitoring duties for the SUBSCRIBER for any reason or in the event that CONVERGINT fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, EMERGENCY 24 will give the SUBSCRIBER at least 15 days notice of termination of such services to the SUBSCRIBER and, upon giving such notice, this Agreement and all of EMERGENCY 24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between EMERGENCY 24 and CONVERGINT and neither party hereto shall have any claim against the other.
11. SUBSCRIBER may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Convergint. In the event of such termination, it is understood and agreed that only the amounts due to Convergint for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for SUBSCRIBER's termination of this Agreement for convenience. The foregoing shall not affect Convergint's obligations to EMERGENCY 24.
12. EMERGENCY 24 shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall EMERGENCY 24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EMERGENCY 24.
13. EMERGENCY 24 shall not be obligated to perform any monitoring service hereunder during any time when telephone or telephone equipment shall not be working since signals to EMERGENCY 24 are received solely by means of telephone communication.
14. EMERGENCY 24 hereby disclaims all warranties, express or implied, including those of merchantability or fitness that its services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.
15. It is agreed that EMERGENCY 24 is not an insurer and that it is not the intention of the parties that EMERGENCY 24 assume responsibility for any loss or damage sustained through burglary, theft, robbery or other illegal act of a third party. For any claim or cause of action arising under or related to this Agreement: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) EMERGENCY 24's liability for damages of any kind to SUBSCRIBER shall be limited to the total amount paid by SUBSCRIBER to Convergint under the terms of the Convergint Systems Monitoring Proposal during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of EMERGENCY 24's liability shall not apply to violation of State or Federal law.
16. To the extent allowed by Texas law, SUBSCRIBER hereby releases discharges and agrees to hold EMERGENCY 24 harmless from any and all claims liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER and/or CONVERGINT, his agent or insurance company or by any other parties claiming under or through SUBSCRIBER and/or CONVERGINT. To the extent allowed by Texas law, SUBSCRIBER agrees to indemnify EMERGENCY 24 against, defend and hold EMERGENCY 24 harmless from any claims for subrogation which may be brought against EMERGENCY 24 by any insurer or insurance company or its agents or assigns, including payment of all damages expenses, costs and attorneys' fees.
17. It is the responsibility of CONVERGINT to insure that the service and the notifications entered on the Convergint Systems Monitoring Proposal, the SUBSCRIBER'S MONITORING AGREEMENT and related ADDENDA forms are proper and correct and that the form is signed by the SUBSCRIBER.
18. 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 Williamson County, Texas and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
19. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
20. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, proposals or agreements, either oral or written. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS AND CONDITIONS must be signed by all three parties. No verbal agreements shall alter the above order.

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Systems Monitoring Proposal

Customer Name: Williamson County, Texas **Proposal Number:** 204-09032014-01

Building Name: Historical Society Museum

Address: 716 Austin Ave.

Georgetown, Texas 78626

Phone: (512) 943-1670 **Email:** timboden@wilco.org

Billing Address (if different from the address listed above)

Name: _____ **Attn:** _____

Address: _____

_____

Phone: _____ **Contact:** _____

Customer agrees to purchase, and Convergint Technologies LLC (CTLLC) agrees to provide monitoring service according to the terms and conditions of DIR Contract #DIR-SD-2216, the terms set out in this System Monitoring Proposal, which shall become an agreement once executed by Customer and Convergint Technologies, LLC, and according to the Terms and Conditions of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement. DIR Contract #DIR-SD-2216 shall not be binding on EMERgency Twenty Four, Inc.. To the extent of any conflict between DIRE Contract #DIR-SD-2216 and the System Monitoring Proposal conflict, the latter shall control, except to the extent such controlling provision would violate Texas law. Customer agrees to provide RJ31X telephone jack(s), dedicated phone line(s) and other equipment as may be required. This proposal amount is based on one trip by CTLLC to program and test the dialer or communicator. Material, installation and additional trips due to phone lines not being installed properly will be billed to the customer at current Time and Material rates. Final acceptance is subject to CTLLC approval.

System Monitoring Options: *Indicate your choice(s) with a (✓)*

☒ U.L. Listed Monitoring	~~$420.00~~ $344.40 (DIR Discounted Rate After 18% Discount)	
☐ Intrusion Monitoring	$420.00 (includes weekly test signal)	
☐ Elevator Monitoring	$420.00 (no test signal)	
☐ Other _____	$_____	Duration: ☐ Annual ☐ 3-Year ☒ 5-Year
Total Price:	$344.40 per year	Start Date: February 18, 2015

Attach Purchase Order or Requisition if Required

Customer By: _____ **Convergint By:** Kevin Popejoy

Signature: _____ **Signature:** _____

Title: County Judge **Title:** Vice President

Date: _____ **Date:** February 18, 2015

P.O. #: _____

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Phone 512-351-4042 • Cell 512-845-7333
www.convergint.com

Systems Monitoring Options

Monitoring Service Options

Utilizing EMERGency24, CTLLC provides customers with fully redundant monitoring services resulting in a fail-safe monitoring network.

Subscriber Secure Internet Service Included with all monitoring agreements, Convergint Technologies subscribers receive the ability to manage and monitor their account on-line via Secure Internet Services. Secure Internet Services allows the subscriber to perform tasks including the ability to place accounts on test, make ***temporary*** changes to party information, view account history, view account data and request account information changes.

Generic Subscriber History Reports Another exclusive feature is the ability to obtain generic alarm activity reports listing the date, time and description of the alarm signal. Information through these services is secured by the same encryption process used for Internet financial transactions.

Subscribers also receive PASS CODE cards that include various methods and procedures for contacting the monitoring facility.

In addition to the basic services listed below, Convergint Technologies offers a variety of optional services. Your CTLLC representative can provide additional information upon request.

Test Signal Options Test signals are necessary to ensure your system is operational and transmitting signals to the Monitoring Station. A test signal will be transmitted from your system to the Monitoring Station based on the type of monitoring you select. Should the test signal fail for any reason, this is indicative of a system or telephone communications failure. Having such a failure places your facility at great risk should a fire alarm or security system alarm occur. The Monitoring Station would not receive notification of the alarm condition, and would not contact the local authority to alert them to the situation. Should a Test Signal fail to be received at the Monitoring Station, a call will be placed to the individual(s) identified on the Subscriber Monitoring Agreement if selected under Callback Options. A service call to resolve the system failure should be placed to CTLLC as soon as possible.

Type of Monitoring	UL Listed Monitoring Service (daily test signal)	DIR Discount (18%)	DIR Discounted UL Listed Monitoring Service	UL Listed Central Station Service
	$420.00 annually	$75.60 annually	$344.40 annually	Cost Provided Upon Request

Back Up Communications Options

This option is highly recommended when monitoring Security Systems. In the event of a telephone communication system failure, having a method of back-up communications in place will help to ensure continuous protection of your facility. Your CTLLC representative can provide additional information upon request.

Type of Back Up	Radio (AlarmNet or SafetyNet)	Cellular
	Cost Provided Upon Request	Cost Provided Upon Request

Additional Charges or Maintenance Fees

Based upon account activity, and from time-to-time, it is necessary to charge additional maintenance fees for specific items beyond CTLLC's control. These items are identified below.

Item	Fee	Frequency
Call List alterations	$7.75	Per addendum or revision.
Excessive or run-away signals (in excess of 3 per month)	$1.55	Per signal.

Customer's payment for services hereunder shall be governed by Chapter 2251 of the Texas Government Code, as further set out in DIR Contract #DIR-SDD-2216. Customer agrees to pay all taxes, including state or local taxes, however designated, levied, or based on the service charges pursuant to this System Monitoring Proposal.

Breach or Default

If Customer does not pay the amounts due hereunder or breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the Customer ceases doing business as a going concern, CTLLC, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal. If CTLLC breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the CTLLC ceases doing business as a going concern, Customer, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal.

Cancellation

After the complete execution of this System Monitoring Proposal, Customer shall have the right to terminate the resulting agreement, for convenience and without cause or further liability, upon thirty (30) days written notice to CTLLC. In the event of such termination, it is understood and agreed that only the amounts due to CTLLC for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination for convenience under this provision.

Length of Plan

After execution of this System Monitoring Proposal by an authorized representative of CTLLC and Customer, the term of the resulting agreement shall be 12 months unless indicated elsewhere in this System Monitoring Proposal. Unless cancelled with 30 days prior written notice, the resulting agreement shall renew for successive term(s) at the prices and under the terms and conditions in effect at the time of renewal. Fees paid hereunder are not refundable once this agreement is in effect.

Force Majeure

CTLLC and EMERGency24 shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

Notification

It is the obligation of the Customer to keep the "Call List" updated. All changes and revisions to the "Call List" shall be submitted on the Permanent Change Form, signed and submitted to CTLLC. Changes shall become effective within five (5) business days of submittal.

Conflicting Terms

Should there arise a conflict of terms or conditions between this System Monitoring Proposal, the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, DIR Contract #DIR-SDD-2216 and a purchase order issued by Customer, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement; (b) this System Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by Customer.

Subscriber Monitoring Information

Call List

Parties (P1 through P5) will be called in sequence until one party is reached.

Type	Description	Name	Primary Phone #	Comments (ext., pager, work, home, etc)
P1	Party			
P2	Party			
P3	Party			
P4	Party			
P5	Party			
P6	Party			
P7	Party			
P8	Party			
P9	Party			
P10	Party			
P11	Party			
P12	Party			
P13	Party			
P14	Party			
P15	Party			
A1	**Police**			**2nd #:**
A2	**Fire**			**2nd #:**
A3	**Medical**			**2nd #:**
A4	**Other**			**2nd #:**

Business Hours of Monitored Site *(only required for monitoring of Scheduled Openings and Closings)*

Sample		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
09:00	**Open**							
18:30	**Close**							

Pass-Codes or Passwords

Pass-codes (3 alphanumeric characters preferred, 3 min., 10 max.)

_____ _____ _____ _____ _____

or

Passwords (6 alphanumeric characters preferred, 3 min., 10 max.)

_____ _____ _____ _____ _____

Code Under Stress *(security monitoring only)*

Code (numbers only, 3 digits max.) _____ _____ _____

Subscriber Secure Internet Access Info *(case sensitive)*

User Name 1: _____ **User Name 2:** _____

Password: _____ **Password:** _____

E-mail Address: _____ **E-mail Address:** _____

SUBSCRIBER MONITORING AGREEMENT - TERMS & CONDITIONS

NOTE TO SUBSCRIBER: IN ADDITION TO ANY OTHER TERMINATION RIGHTS HEREUNDER, YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

1. WHEREAS, Williamson County, Texas, a political subdivision of the State of Texas, hereinafter called SUBSCRIBER, has heretofore entered an agreement with its Alarm Co., CONVERGINT TECHNOLOGIES LLC (hereinafter called "CONVERGINT"), and has on this date entered into this agreement (hereinafter called "Agreement") with EMERgency Twenty Four, Inc., or its assigns herein called EMERGENCY 24, the terms of which provide for Monitoring of Incoming Signal from Subscriber's local protective system located at the address set forth on the Convergint Systems Monitoring Proposal and EMERGENCY 24's monitoring receiving facility.

Subscriber: Williamson County, Texas executed this _____ day of _____, _____

By: _____ Street: _____

Signature: _____ City: _____ State: _____ Zip: _____

Title: _____ ☐ check if addendum attached with additional locations

Convergint Technologies LLC ("CONVERGINT") Subscriber's Alarm Company

By: Kevin Popejoy Title: Vice President

Signature: _____

EMERgency24:

By: _____

Signature: _____

2. IT IS THEREFORE AGREED for in consideration of such agreement that:
3. The SUBSCRIBER will set the alarm system for protection required.
4. The local protective system at SUBSCRIBER'S premises is not the property of EMERGENCY 24 and said system is to be kept in working order by SUBSCRIBER. EMERGENCY 24 cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of EMERGENCY 24 is to maintain in working order its Monitoring Receiving Facility. EMERGENCY 24, upon receipt of a signal from a SUBSCRIBER'S premises, shall transmit notification of the alarm promptly to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the Subscriber Monitoring Information page of the Convergint Systems Monitoring Proposal and/or data changes received by EMERGENCY 24 from CONVERGINT or SUBSCRIBER, from time to time, unless there is just cause to assume that an emergency condition does not exist.
5. SUBSCRIBER will pay any Village or Municipal permits or license fees as may be required.
6. SUBSCRIBER agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or services provided under this Agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected.
7. That this Agreement may be cancelled by EMERGENCY 24 at any time, upon a ten (10) day written notice, if false alarms continue to occur.
8. That this Agreement may be canceled without previous notice, at the option of EMERGENCY 24, in the event EMERGENCY 24 Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EMERGENCY 24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed.
9. Should there arise a conflict of terms or conditions between this Agreement, the Convergint System Monitoring Proposal, DIR Contract #DIR-SDD-2216 and a purchase order issued by SUBSCRIBER, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) this Agreement; (b) the Convergint Systems Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by SUBSCRIBER. Only the terms of this Agreement shall be binding on EMERGENCY 24.

10. This Agreement shall continue for as long as CONVERGINT contracts with EMERGENCY 24 for the performance of monitoring duties for the SUBSCRIBER. In the event that the CONVERGINT notifies EMERGENCY 24 of its termination of service for the performance of monitoring duties for the SUBSCRIBER for any reason or in the event that CONVERGINT fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, EMERGENCY 24 will give the SUBSCRIBER at least 15 days notice of termination of such services to the SUBSCRIBER and, upon giving such notice, this Agreement and all of EMERGENCY 24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between EMERGENCY 24 and CONVERGINT and neither party hereto shall have any claim against the other.
11. SUBSCRIBER may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Convergint. In the event of such termination, it is understood and agreed that only the amounts due to Convergint for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for SUBSCRIBER's termination of this Agreement for convenience. The foregoing shall not affect Convergint's obligations to EMERGENCY 24.
12. EMERGENCY 24 shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall EMERGENCY 24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EMERGENCY 24.
13. EMERGENCY 24 shall not be obligated to perform any monitoring service hereunder during any time when telephone or telephone equipment shall not be working since signals to EMERGENCY 24 are received solely by means of telephone communication.
14. EMERGENCY 24 hereby disclaims all warranties, express or implied, including those of merchantability or fitness that its services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.
15. It is agreed that EMERGENCY 24 is not an insurer and that it is not the intention of the parties that EMERGENCY 24 assume responsibility for any loss or damage sustained through burglary, theft, robbery or other illegal act of a third party. For any claim or cause of action arising under or related to this Agreement: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) EMERGENCY 24's liability for damages of any kind to SUBSCRIBER shall be limited to the total amount paid by SUBSCRIBER to Convergint under the terms of the Convergint Systems Monitoring Proposal during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of EMERGENCY 24's liability shall not apply to violation of State or Federal law.
16. To the extent allowed by Texas law, SUBSCRIBER hereby releases discharges and agrees to hold EMERGENCY 24 harmless from any and all claims liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER and/or CONVERGINT, his agent or insurance company or by any other parties claiming under or through SUBSCRIBER and/or CONVERGINT. To the extent allowed by Texas law, SUBSCRIBER agrees to indemnify EMERGENCY 24 against, defend and hold EMERGENCY 24 harmless from any claims for subrogation which may be brought against EMERGENCY 24 by any insurer or insurance company or its agents or assigns, including payment of all damages expenses, costs and attorneys' fees.
17. It is the responsibility of CONVERGINT to insure that the service and the notifications entered on the Convergint Systems Monitoring Proposal, the SUBSCRIBER'S MONITORING AGREEMENT and related ADDENDA forms are proper and correct and that the form is signed by the SUBSCRIBER.
18. 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 Williamson County, Texas and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
19. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
20. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, proposals or agreements, either oral or written. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS AND CONDITIONS must be signed by all three parties. No verbal agreements shall alter the above order.

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Systems Monitoring Proposal

Customer Name: Williamson County, Texas **Proposal Number:** 204-09032014-01

Building Name: Inner Loop Annex House

Address: 301 SE Inner Loop

Georgetown, Texas 78626

Phone: (512) 943-1434 **Email:** timboden@wilco.org

Billing Address (if different from the address listed above)

Name: _____ **Attn:** _____

Address: _____

_____

Phone: _____ **Contact:** _____

Customer agrees to purchase, and Convergint Technologies LLC (CTLLC) agrees to provide monitoring service according to the terms and conditions of DIR Contract #DIR-SD-2216, the terms set out in this System Monitoring Proposal, which shall become an agreement once executed by Customer and Convergint Technologies, LLC, and according to the Terms and Conditions of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement. DIR Contract #DIR-SD-2216 shall not be binding on EMERgency Twenty Four, Inc.. To the extent of any conflict between DIRE Contract #DIR-SD-2216 and the System Monitoring Proposal conflict, the latter shall control, except to the extent such controlling provision would violate Texas law. Customer agrees to provide RJ31X telephone jack(s), dedicated phone line(s) and other equipment as may be required. This proposal amount is based on one trip by CTLLC to program and test the dialer or communicator. Material, installation and additional trips due to phone lines not being installed properly will be billed to the customer at current Time and Material rates. Final acceptance is subject to CTLLC approval.

System Monitoring Options: *Indicate your choice(s) with a (✓)*

☒ U.L. Listed Monitoring	~~$420.00~~ $344.40 (DIR Discounted Rate After 18% Discount)	
☐ Intrusion Monitoring	$420.00 (includes weekly test signal)	
☐ Elevator Monitoring	$420.00 (no test signal)	
☐ Other _____	$_____	Duration: ☐ Annual ☐ 3-Year ☒ 5-Year
Total Price:	$344.40 per year	Start Date: February 18, 2015

Attach Purchase Order or Requisition if Required

Customer By: _____ **Convergint By:** Kevin Popejoy

Signature: _____ **Signature:** _____

Title: County Judge **Title:** Vice President

Date: _____ **Date:** February 18, 2015

P.O. #: _____

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www.convergint.com

Systems Monitoring Options

Monitoring Service Options

Utilizing EMERGency24, CTLLC provides customers with fully redundant monitoring services resulting in a fail-safe monitoring network.

Subscriber Secure Internet Service Included with all monitoring agreements, Convergint Technologies subscribers receive the ability to manage and monitor their account on-line via Secure Internet Services. Secure Internet Services allows the subscriber to perform tasks including the ability to place accounts on test, make ***temporary*** changes to party information, view account history, view account data and request account information changes.

Generic Subscriber History Reports Another exclusive feature is the ability to obtain generic alarm activity reports listing the date, time and description of the alarm signal. Information through these services is secured by the same encryption process used for Internet financial transactions.

Subscribers also receive PASS CODE cards that include various methods and procedures for contacting the monitoring facility.

In addition to the basic services listed below, Convergint Technologies offers a variety of optional services. Your CTLLC representative can provide additional information upon request.

Test Signal Options Test signals are necessary to ensure your system is operational and transmitting signals to the Monitoring Station. A test signal will be transmitted from your system to the Monitoring Station based on the type of monitoring you select. Should the test signal fail for any reason, this is indicative of a system or telephone communications failure. Having such a failure places your facility at great risk should a fire alarm or security system alarm occur. The Monitoring Station would not receive notification of the alarm condition, and would not contact the local authority to alert them to the situation. Should a Test Signal fail to be received at the Monitoring Station, a call will be placed to the individual(s) identified on the Subscriber Monitoring Agreement if selected under Callback Options. A service call to resolve the system failure should be placed to CTLLC as soon as possible.

Type of Monitoring	UL Listed Monitoring Service (daily test signal)	DIR Discount (18%)	DIR Discounted UL Listed Monitoring Service	UL Listed Central Station Service
	$420.00 annually	$75.60 annually	$344.40 annually	Cost Provided Upon Request

Back Up Communications Options

This option is highly recommended when monitoring Security Systems. In the event of a telephone communication system failure, having a method of back-up communications in place will help to ensure continuous protection of your facility. Your CTLLC representative can provide additional information upon request.

Type of Back Up	Radio (AlarmNet or SafetyNet)	Cellular
	Cost Provided Upon Request	Cost Provided Upon Request

Additional Charges or Maintenance Fees

Based upon account activity, and from time-to-time, it is necessary to charge additional maintenance fees for specific items beyond CTLLC's control. These items are identified below.

Item	Fee	Frequency
Call List alterations	$7.75	Per addendum or revision.
Excessive or run-away signals (in excess of 3 per month)	$1.55	Per signal.

Customer's payment for services hereunder shall be governed by Chapter 2251 of the Texas Government Code, as further set out in DIR Contract #DIR-SDD-2216. Customer agrees to pay all taxes, including state or local taxes, however designated, levied, or based on the service charges pursuant to this System Monitoring Proposal.

Breach or Default

If Customer does not pay the amounts due hereunder or breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the Customer ceases doing business as a going concern, CTLLC, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal. If CTLLC breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the CTLLC ceases doing business as a going concern, Customer, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal.

Cancellation

After the complete execution of this System Monitoring Proposal, Customer shall have the right to terminate the resulting agreement, for convenience and without cause or further liability, upon thirty (30) days written notice to CTLLC. In the event of such termination, it is understood and agreed that only the amounts due to CTLLC for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination for convenience under this provision.

Length of Plan

After execution of this System Monitoring Proposal by an authorized representative of CTLLC and Customer, the term of the resulting agreement shall be 12 months unless indicated elsewhere in this System Monitoring Proposal. Unless cancelled with 30 days prior written notice, the resulting agreement shall renew for successive term(s) at the prices and under the terms and conditions in effect at the time of renewal. Fees paid hereunder are not refundable once this agreement is in effect.

Force Majeure

CTLLC and EMERGency24 shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

Notification

It is the obligation of the Customer to keep the "Call List" updated. All changes and revisions to the "Call List" shall be submitted on the Permanent Change Form, signed and submitted to CTLLC. Changes shall become effective within five (5) business days of submittal.

Conflicting Terms

Should there arise a conflict of terms or conditions between this System Monitoring Proposal, the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, DIR Contract #DIR-SDD-2216 and a purchase order issued by Customer, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement; (b) this System Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by Customer.

Subscriber Monitoring Information

Call List

Parties (P1 through P5) will be called in sequence until one party is reached.

Type	Description	Name	Primary Phone #	Comments (ext., pager, work, home, etc)
P1	Party			
P2	Party			
P3	Party			
P4	Party			
P5	Party			
P6	Party			
P7	Party			
P8	Party			
P9	Party			
P10	Party			
P11	Party			
P12	Party			
P13	Party			
P14	Party			
P15	Party			
A1	**Police**			**2nd #:**
A2	**Fire**			**2nd #:**
A3	**Medical**			**2nd #:**
A4	**Other**			**2nd #:**

Business Hours of Monitored Site *(only required for monitoring of Scheduled Openings and Closings)*

Sample		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
09:00	**Open**							
18:30	**Close**							

Pass-Codes or Passwords

Pass-codes (3 alphanumeric characters preferred, 3 min., 10 max.)

_____ _____ _____ _____ _____

or

Passwords (6 alphanumeric characters preferred, 3 min., 10 max.)

_____ _____ _____ _____ _____

Code Under Stress *(security monitoring only)*

Code (numbers only, 3 digits max.) _____ _____ _____

Subscriber Secure Internet Access Info *(case sensitive)*

User Name 1: _____ **User Name 2:** _____

Password: _____ **Password:** _____

E-mail Address: _____ **E-mail Address:** _____

SUBSCRIBER MONITORING AGREEMENT - TERMS & CONDITIONS

NOTE TO SUBSCRIBER: IN ADDITION TO ANY OTHER TERMINATION RIGHTS HEREUNDER, YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

1. WHEREAS, Williamson County, Texas, a political subdivision of the State of Texas, hereinafter called SUBSCRIBER, has heretofore entered an agreement with its Alarm Co., CONVERGINT TECHNOLOGIES LLC (hereinafter called "CONVERGINT"), and has on this date entered into this agreement (hereinafter called "Agreement") with EMERgency Twenty Four, Inc., or its assigns herein called EMERGENCY 24, the terms of which provide for Monitoring of Incoming Signal from Subscriber's local protective system located at the address set forth on the Convergint Systems Monitoring Proposal and EMERGENCY 24's monitoring receiving facility.

Subscriber: Williamson County, Texas executed this _____ day of _____, _____

By: _____ Street: _____

Signature: _____ City: _____ State: _____ Zip: _____

Title: _____ ☐ check if addendum attached with additional locations

Convergint Technologies LLC ("CONVERGINT") Subscriber's Alarm Company

By: Kevin Popejoy Title: Vice President

Signature: _____

EMERgency24:

By: _____

Signature: _____

2. IT IS THEREFORE AGREED for in consideration of such agreement that:
3. The SUBSCRIBER will set the alarm system for protection required.
4. The local protective system at SUBSCRIBER'S premises is not the property of EMERGENCY 24 and said system is to be kept in working order by SUBSCRIBER. EMERGENCY 24 cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of EMERGENCY 24 is to maintain in working order its Monitoring Receiving Facility. EMERGENCY 24, upon receipt of a signal from a SUBSCRIBER'S premises, shall transmit notification of the alarm promptly to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the Subscriber Monitoring Information page of the Convergint Systems Monitoring Proposal and/or data changes received by EMERGENCY 24 from CONVERGINT or SUBSCRIBER, from time to time, unless there is just cause to assume that an emergency condition does not exist.
5. SUBSCRIBER will pay any Village or Municipal permits or license fees as may be required.
6. SUBSCRIBER agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or services provided under this Agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected.
7. That this Agreement may be cancelled by EMERGENCY 24 at any time, upon a ten (10) day written notice, if false alarms continue to occur.
8. That this Agreement may be canceled without previous notice, at the option of EMERGENCY 24, in the event EMERGENCY 24 Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EMERGENCY 24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed.
9. Should there arise a conflict of terms or conditions between this Agreement, the Convergint System Monitoring Proposal, DIR Contract #DIR-SDD-2216 and a purchase order issued by SUBSCRIBER, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) this Agreement; (b) the Convergint Systems Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by SUBSCRIBER. Only the terms of this Agreement shall be binding on EMERGENCY 24.

10. This Agreement shall continue for as long as CONVERGINT contracts with EMERGENCY 24 for the performance of monitoring duties for the SUBSCRIBER. In the event that the CONVERGINT notifies EMERGENCY 24 of its termination of service for the performance of monitoring duties for the SUBSCRIBER for any reason or in the event that CONVERGINT fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, EMERGENCY 24 will give the SUBSCRIBER at least 15 days notice of termination of such services to the SUBSCRIBER and, upon giving such notice, this Agreement and all of EMERGENCY 24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between EMERGENCY 24 and CONVERGINT and neither party hereto shall have any claim against the other.
11. SUBSCRIBER may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Convergint. In the event of such termination, it is understood and agreed that only the amounts due to Convergint for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for SUBSCRIBER's termination of this Agreement for convenience. The foregoing shall not affect Convergint's obligations to EMERGENCY 24.
12. EMERGENCY 24 shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall EMERGENCY 24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EMERGENCY 24.
13. EMERGENCY 24 shall not be obligated to perform any monitoring service hereunder during any time when telephone or telephone equipment shall not be working since signals to EMERGENCY 24 are received solely by means of telephone communication.
14. EMERGENCY 24 hereby disclaims all warranties, express or implied, including those of merchantability or fitness that its services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.
15. It is agreed that EMERGENCY 24 is not an insurer and that it is not the intention of the parties that EMERGENCY 24 assume responsibility for any loss or damage sustained through burglary, theft, robbery or other illegal act of a third party. For any claim or cause of action arising under or related to this Agreement: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) EMERGENCY 24's liability for damages of any kind to SUBSCRIBER shall be limited to the total amount paid by SUBSCRIBER to Convergint under the terms of the Convergint Systems Monitoring Proposal during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of EMERGENCY 24's liability shall not apply to violation of State or Federal law.
16. To the extent allowed by Texas law, SUBSCRIBER hereby releases discharges and agrees to hold EMERGENCY 24 harmless from any and all claims liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER and/or CONVERGINT, his agent or insurance company or by any other parties claiming under or through SUBSCRIBER and/or CONVERGINT. To the extent allowed by Texas law, SUBSCRIBER agrees to indemnify EMERGENCY 24 against, defend and hold EMERGENCY 24 harmless from any claims for subrogation which may be brought against EMERGENCY 24 by any insurer or insurance company or its agents or assigns, including payment of all damages expenses, costs and attorneys' fees.
17. It is the responsibility of CONVERGINT to insure that the service and the notifications entered on the Convergint Systems Monitoring Proposal, the SUBSCRIBER'S MONITORING AGREEMENT and related ADDENDA forms are proper and correct and that the form is signed by the SUBSCRIBER.
18. 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 Williamson County, Texas and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
19. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
20. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, proposals or agreements, either oral or written. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS AND CONDITIONS must be signed by all three parties. No verbal agreements shall alter the above order.

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Systems Monitoring Proposal

Customer Name: Williamson County, Texas **Proposal Number:** 204-09032014-01

Building Name: JB & Hallie Jester Annex

Address: 1801 Old Settlers Blvd.

Round Rock, Texas 78664

Phone: (512) 244-8610 **Email:** timboden@wilco.org

Billing Address (if different from the address listed above)

Name: _____ **Attn:** _____

Address: _____

_____

Phone: _____ **Contact:** _____

Customer agrees to purchase, and Convergint Technologies LLC (CTLLC) agrees to provide monitoring service according to the terms and conditions of DIR Contract #DIR-SD-2216, the terms set out in this System Monitoring Proposal, which shall become an agreement once executed by Customer and Convergint Technologies, LLC, and according to the Terms and Conditions of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement. DIR Contract #DIR-SD-2216 shall not be binding on EMERgency Twenty Four, Inc.. To the extent of any conflict between DIRE Contract #DIR-SD-2216 and the System Monitoring Proposal conflict, the latter shall control, except to the extent such controlling provision would violate Texas law. Customer agrees to provide RJ31X telephone jack(s), dedicated phone line(s) and other equipment as may be required. This proposal amount is based on one trip by CTLLC to program and test the dialer or communicator. Material, installation and additional trips due to phone lines not being installed properly will be billed to the customer at current Time and Material rates. Final acceptance is subject to CTLLC approval.

System Monitoring Options: *Indicate your choice(s) with a (✓)*

☒ **U.L. Listed Monitoring**	~~$420.00~~ **$344.40 (DIR Discounted Rate After 18% Discount)**	
☐ **Intrusion Monitoring**	**$420.00** (includes weekly test signal)	
☐ **Elevator Monitoring**	**$420.00** (no test signal)	
☐ **Other** _____	**$**_____	**Duration:** ☐ **Annual** ☐ **3-Year** ☒ **5-Year**
Total Price:	**$344.40 per year**	**Start Date:** **February 18, 2015**

Attach Purchase Order or Requisition if Required

Customer By: _____ **Convergint By:** Kevin Popejoy

Signature: _____ **Signature:** _____

Title: County Judge **Title:** Vice President

Date: _____ **Date:** February 18, 2015

P.O. #: _____

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Phone 512-351-4042 • Cell 512-845-7333
www.convergint.com

Systems Monitoring Options

Monitoring Service Options

Utilizing EMERGency24, CTLLC provides customers with fully redundant monitoring services resulting in a fail-safe monitoring network.

Subscriber Secure Internet Service Included with all monitoring agreements, Convergint Technologies subscribers receive the ability to manage and monitor their account on-line via Secure Internet Services. Secure Internet Services allows the subscriber to perform tasks including the ability to place accounts on test, make ***temporary*** changes to party information, view account history, view account data and request account information changes.

Generic Subscriber History Reports Another exclusive feature is the ability to obtain generic alarm activity reports listing the date, time and description of the alarm signal. Information through these services is secured by the same encryption process used for Internet financial transactions.

Subscribers also receive PASS CODE cards that include various methods and procedures for contacting the monitoring facility.

In addition to the basic services listed below, Convergint Technologies offers a variety of optional services. Your CTLLC representative can provide additional information upon request.

Test Signal Options Test signals are necessary to ensure your system is operational and transmitting signals to the Monitoring Station. A test signal will be transmitted from your system to the Monitoring Station based on the type of monitoring you select. Should the test signal fail for any reason, this is indicative of a system or telephone communications failure. Having such a failure places your facility at great risk should a fire alarm or security system alarm occur. The Monitoring Station would not receive notification of the alarm condition, and would not contact the local authority to alert them to the situation. Should a Test Signal fail to be received at the Monitoring Station, a call will be placed to the individual(s) identified on the Subscriber Monitoring Agreement if selected under Callback Options. A service call to resolve the system failure should be placed to CTLLC as soon as possible.

Type of Monitoring	UL Listed Monitoring Service (daily test signal)	DIR Discount (18%)	DIR Discounted UL Listed Monitoring Service	UL Listed Central Station Service
	$420.00 annually	$75.60 annually	$344.40 annually	Cost Provided Upon Request

Back Up Communications Options

This option is highly recommended when monitoring Security Systems. In the event of a telephone communication system failure, having a method of back-up communications in place will help to ensure continuous protection of your facility. Your CTLLC representative can provide additional information upon request.

Type of Back Up	Radio (AlarmNet or SafetyNet)	Cellular
	Cost Provided Upon Request	Cost Provided Upon Request

Additional Charges or Maintenance Fees

Based upon account activity, and from time-to-time, it is necessary to charge additional maintenance fees for specific items beyond CTLLC's control. These items are identified below.

Item	Fee	Frequency
Call List alterations	$7.75	Per addendum or revision.
Excessive or run-away signals (in excess of 3 per month)	$1.55	Per signal.

Customer's payment for services hereunder shall be governed by Chapter 2251 of the Texas Government Code, as further set out in DIR Contract #DIR-SDD-2216. Customer agrees to pay all taxes, including state or local taxes, however designated, levied, or based on the service charges pursuant to this System Monitoring Proposal.

Breach or Default

If Customer does not pay the amounts due hereunder or breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the Customer ceases doing business as a going concern, CTLLC, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal. If CTLLC breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the CTLLC ceases doing business as a going concern, Customer, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal.

Cancellation

After the complete execution of this System Monitoring Proposal, Customer shall have the right to terminate the resulting agreement, for convenience and without cause or further liability, upon thirty (30) days written notice to CTLLC. In the event of such termination, it is understood and agreed that only the amounts due to CTLLC for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination for convenience under this provision.

Length of Plan

After execution of this System Monitoring Proposal by an authorized representative of CTLLC and Customer, the term of the resulting agreement shall be 12 months unless indicated elsewhere in this System Monitoring Proposal. Unless cancelled with 30 days prior written notice, the resulting agreement shall renew for successive term(s) at the prices and under the terms and conditions in effect at the time of renewal. Fees paid hereunder are not refundable once this agreement is in effect.

Force Majeure

CTLLC and EMERGency24 shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

Notification

It is the obligation of the Customer to keep the "Call List" updated. All changes and revisions to the "Call List" shall be submitted on the Permanent Change Form, signed and submitted to CTLLC. Changes shall become effective within five (5) business days of submittal.

Conflicting Terms

Should there arise a conflict of terms or conditions between this System Monitoring Proposal, the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, DIR Contract #DIR-SDD-2216 and a purchase order issued by Customer, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement; (b) this System Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by Customer.

Subscriber Monitoring Information

Call List

Parties (P1 through P5) will be called in sequence until one party is reached.

Type	Description	Name	Primary Phone #	Comments (ext., pager, work, home, etc)
P1	Party			
P2	Party			
P3	Party			
P4	Party			
P5	Party			
P6	Party			
P7	Party			
P8	Party			
P9	Party			
P10	Party			
P11	Party			
P12	Party			
P13	Party			
P14	Party			
P15	Party			
A1	**Police**			**2nd #:**
A2	**Fire**			**2nd #:**
A3	**Medical**			**2nd #:**
A4	**Other**			**2nd #:**

Business Hours of Monitored Site *(only required for monitoring of Scheduled Openings and Closings)*

Sample		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
09:00	**Open**							
18:30	**Close**							

Pass-Codes or Passwords

Pass-codes **(3 alphanumeric characters preferred, 3 min., 10 max.)**

_____ _____ _____ _____ _____

or

Passwords **(6 alphanumeric characters preferred, 3 min., 10 max.)**

_____ _____ _____ _____ _____

Code Under Stress *(security monitoring only)*

Code **(numbers only, 3 digits max.)** _____ _____ _____

Subscriber Secure Internet Access Info *(case sensitive)*

User Name 1: _____ **User Name 2:** _____

Password: _____ **Password:** _____

E-mail Address: _____ **E-mail Address:** _____

SUBSCRIBER MONITORING AGREEMENT - TERMS & CONDITIONS

NOTE TO SUBSCRIBER: IN ADDITION TO ANY OTHER TERMINATION RIGHTS HEREUNDER, YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

1. WHEREAS, Williamson County, Texas, a political subdivision of the State of Texas, hereinafter called SUBSCRIBER, has heretofore entered an agreement with its Alarm Co., CONVERGINT TECHNOLOGIES LLC (hereinafter called "CONVERGINT"), and has on this date entered into this agreement (hereinafter called "Agreement") with EMERgency Twenty Four, Inc., or its assigns herein called EMERGENCY 24, the terms of which provide for Monitoring of Incoming Signal from Subscriber's local protective system located at the address set forth on the Convergint Systems Monitoring Proposal and EMERGENCY 24's monitoring receiving facility.

Subscriber: Williamson County, Texas executed this _____ day of _____, _____

By: _____ Street: _____

Signature: _____ City: _____ State: _____ Zip: _____

Title: _____ ☐ check if addendum attached with additional locations

Convergint Technologies LLC ("CONVERGINT") Subscriber's Alarm Company

By: Kevin Popejoy Title: Vice President

Signature: _____

EMERgency24:

By: _____

Signature: _____

2. IT IS THEREFORE AGREED for in consideration of such agreement that:
3. The SUBSCRIBER will set the alarm system for protection required.
4. The local protective system at SUBSCRIBER'S premises is not the property of EMERGENCY 24 and said system is to be kept in working order by SUBSCRIBER. EMERGENCY 24 cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of EMERGENCY 24 is to maintain in working order its Monitoring Receiving Facility. EMERGENCY 24, upon receipt of a signal from a SUBSCRIBER'S premises, shall transmit notification of the alarm promptly to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the Subscriber Monitoring Information page of the Convergint Systems Monitoring Proposal and/or data changes received by EMERGENCY 24 from CONVERGINT or SUBSCRIBER, from time to time, unless there is just cause to assume that an emergency condition does not exist.
5. SUBSCRIBER will pay any Village or Municipal permits or license fees as may be required.
6. SUBSCRIBER agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or services provided under this Agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected.
7. That this Agreement may be cancelled by EMERGENCY 24 at any time, upon a ten (10) day written notice, if false alarms continue to occur.
8. That this Agreement may be canceled without previous notice, at the option of EMERGENCY 24, in the event EMERGENCY 24 Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EMERGENCY 24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed.
9. Should there arise a conflict of terms or conditions between this Agreement, the Convergint System Monitoring Proposal, DIR Contract #DIR-SDD-2216 and a purchase order issued by SUBSCRIBER, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) this Agreement; (b) the Convergint Systems Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by SUBSCRIBER. Only the terms of this Agreement shall be binding on EMERGENCY 24.

10. This Agreement shall continue for as long as CONVERGINT contracts with EMERGENCY 24 for the performance of monitoring duties for the SUBSCRIBER. In the event that the CONVERGINT notifies EMERGENCY 24 of its termination of service for the performance of monitoring duties for the SUBSCRIBER for any reason or in the event that CONVERGINT fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, EMERGENCY 24 will give the SUBSCRIBER at least 15 days notice of termination of such services to the SUBSCRIBER and, upon giving such notice, this Agreement and all of EMERGENCY 24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between EMERGENCY 24 and CONVERGINT and neither party hereto shall have any claim against the other.
11. SUBSCRIBER may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Convergint. In the event of such termination, it is understood and agreed that only the amounts due to Convergint for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for SUBSCRIBER's termination of this Agreement for convenience. The foregoing shall not affect Convergint's obligations to EMERGENCY 24.
12. EMERGENCY 24 shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall EMERGENCY 24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EMERGENCY 24.
13. EMERGENCY 24 shall not be obligated to perform any monitoring service hereunder during any time when telephone or telephone equipment shall not be working since signals to EMERGENCY 24 are received solely by means of telephone communication.
14. EMERGENCY 24 hereby disclaims all warranties, express or implied, including those of merchantability or fitness that its services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.
15. It is agreed that EMERGENCY 24 is not an insurer and that it is not the intention of the parties that EMERGENCY 24 assume responsibility for any loss or damage sustained through burglary, theft, robbery or other illegal act of a third party. For any claim or cause of action arising under or related to this Agreement: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) EMERGENCY 24's liability for damages of any kind to SUBSCRIBER shall be limited to the total amount paid by SUBSCRIBER to Convergint under the terms of the Convergint Systems Monitoring Proposal during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of EMERGENCY 24's liability shall not apply to violation of State or Federal law.
16. To the extent allowed by Texas law, SUBSCRIBER hereby releases discharges and agrees to hold EMERGENCY 24 harmless from any and all claims liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER and/or CONVERGINT, his agent or insurance company or by any other parties claiming under or through SUBSCRIBER and/or CONVERGINT. To the extent allowed by Texas law, SUBSCRIBER agrees to indemnify EMERGENCY 24 against, defend and hold EMERGENCY 24 harmless from any claims for subrogation which may be brought against EMERGENCY 24 by any insurer or insurance company or its agents or assigns, including payment of all damages expenses, costs and attorneys' fees.
17. It is the responsibility of CONVERGINT to insure that the service and the notifications entered on the Convergint Systems Monitoring Proposal, the SUBSCRIBER'S MONITORING AGREEMENT and related ADDENDA forms are proper and correct and that the form is signed by the SUBSCRIBER.
18. 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 Williamson County, Texas and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
19. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
20. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, proposals or agreements, either oral or written. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS AND CONDITIONS must be signed by all three parties. No verbal agreements shall alter the above order.

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Systems Monitoring Proposal

Customer Name: Williamson County, Texas **Proposal Number:** 204-09032014-01

Building Name: Justice Center

Address: 405 Martin Luther King Street

Georgetown, Texas 78626

Phone: (512) 943-1150 **Email:** timboden@wilco.org

Billing Address (if different from the address listed above)

Name: _____ **Attn:** _____

Address: _____

_____

Phone: _____ **Contact:** _____

Customer agrees to purchase, and Convergint Technologies LLC (CTLLC) agrees to provide monitoring service according to the terms and conditions of DIR Contract #DIR-SD-2216, the terms set out in this System Monitoring Proposal, which shall become an agreement once executed by Customer and Convergint Technologies, LLC, and according to the Terms and Conditions of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement. DIR Contract #DIR-SD-2216 shall not be binding on EMERgency Twenty Four, Inc.. To the extent of any conflict between DIRE Contract #DIR-SD-2216 and the System Monitoring Proposal conflict, the latter shall control, except to the extent such controlling provision would violate Texas law. Customer agrees to provide RJ31X telephone jack(s), dedicated phone line(s) and other equipment as may be required. This proposal amount is based on one trip by CTLLC to program and test the dialer or communicator. Material, installation and additional trips due to phone lines not being installed properly will be billed to the customer at current Time and Material rates. Final acceptance is subject to CTLLC approval.

System Monitoring Options: *Indicate your choice(s) with a (✓)*

☒ **U.L. Listed Monitoring**	~~$420.00~~ **$344.40 (DIR Discounted Rate After 18% Discount)**	
☐ **Intrusion Monitoring**	**$420.00** (includes weekly test signal)	
☐ **Elevator Monitoring**	**$420.00** (no test signal)	
☐ **Other** _____	**$**_____	**Duration:** ☐ **Annual** ☐ **3-Year** ☒ **5-Year**
Total Price:	**$344.40 per year**	**Start Date:** **February 18, 2015**

Attach Purchase Order or Requisition if Required

Customer By: _____ **Convergint By:** Kevin Popejoy

Signature: _____ **Signature:** _____

Title: County Judge **Title:** Vice President

Date: _____ **Date:** February 18, 2015

P.O. #: _____

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www.convergint.com

Systems Monitoring Options

Monitoring Service Options

Utilizing EMERGency24, CTLLC provides customers with fully redundant monitoring services resulting in a fail-safe monitoring network.

Subscriber Secure Internet Service Included with all monitoring agreements, Convergint Technologies subscribers receive the ability to manage and monitor their account on-line via Secure Internet Services. Secure Internet Services allows the subscriber to perform tasks including the ability to place accounts on test, make ***temporary*** changes to party information, view account history, view account data and request account information changes.

Generic Subscriber History Reports Another exclusive feature is the ability to obtain generic alarm activity reports listing the date, time and description of the alarm signal. Information through these services is secured by the same encryption process used for Internet financial transactions.

Subscribers also receive PASS CODE cards that include various methods and procedures for contacting the monitoring facility.

In addition to the basic services listed below, Convergint Technologies offers a variety of optional services. Your CTLLC representative can provide additional information upon request.

Test Signal Options Test signals are necessary to ensure your system is operational and transmitting signals to the Monitoring Station. A test signal will be transmitted from your system to the Monitoring Station based on the type of monitoring you select. Should the test signal fail for any reason, this is indicative of a system or telephone communications failure. Having such a failure places your facility at great risk should a fire alarm or security system alarm occur. The Monitoring Station would not receive notification of the alarm condition, and would not contact the local authority to alert them to the situation. Should a Test Signal fail to be received at the Monitoring Station, a call will be placed to the individual(s) identified on the Subscriber Monitoring Agreement if selected under Callback Options. A service call to resolve the system failure should be placed to CTLLC as soon as possible.

Type of Monitoring	UL Listed Monitoring Service (daily test signal)	DIR Discount (18%)	DIR Discounted UL Listed Monitoring Service	UL Listed Central Station Service
	$420.00 annually	$75.60 annually	$344.40 annually	Cost Provided Upon Request

Back Up Communications Options

This option is highly recommended when monitoring Security Systems. In the event of a telephone communication system failure, having a method of back-up communications in place will help to ensure continuous protection of your facility. Your CTLLC representative can provide additional information upon request.

Type of Back Up	Radio (AlarmNet or SafetyNet)	Cellular
	Cost Provided Upon Request	Cost Provided Upon Request

Additional Charges or Maintenance Fees

Based upon account activity, and from time-to-time, it is necessary to charge additional maintenance fees for specific items beyond CTLLC's control. These items are identified below.

Item	Fee	Frequency
Call List alterations	$7.75	Per addendum or revision.
Excessive or run-away signals (in excess of 3 per month)	$1.55	Per signal.

Customer's payment for services hereunder shall be governed by Chapter 2251 of the Texas Government Code, as further set out in DIR Contract #DIR-SDD-2216. Customer agrees to pay all taxes, including state or local taxes, however designated, levied, or based on the service charges pursuant to this System Monitoring Proposal.

Breach or Default

If Customer does not pay the amounts due hereunder or breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the Customer ceases doing business as a going concern, CTLLC, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal. If CTLLC breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the CTLLC ceases doing business as a going concern, Customer, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal.

Cancellation

After the complete execution of this System Monitoring Proposal, Customer shall have the right to terminate the resulting agreement, for convenience and without cause or further liability, upon thirty (30) days written notice to CTLLC. In the event of such termination, it is understood and agreed that only the amounts due to CTLLC for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination for convenience under this provision.

Length of Plan

After execution of this System Monitoring Proposal by an authorized representative of CTLLC and Customer, the term of the resulting agreement shall be 12 months unless indicated elsewhere in this System Monitoring Proposal. Unless cancelled with 30 days prior written notice, the resulting agreement shall renew for successive term(s) at the prices and under the terms and conditions in effect at the time of renewal. Fees paid hereunder are not refundable once this agreement is in effect.

Force Majeure

CTLLC and EMERGency24 shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

Notification

It is the obligation of the Customer to keep the "Call List" updated. All changes and revisions to the "Call List" shall be submitted on the Permanent Change Form, signed and submitted to CTLLC. Changes shall become effective within five (5) business days of submittal.

Conflicting Terms

Should there arise a conflict of terms or conditions between this System Monitoring Proposal, the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, DIR Contract #DIR-SDD-2216 and a purchase order issued by Customer, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement; (b) this System Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by Customer.

Subscriber Monitoring Information

Call List

Parties (P1 through P5) will be called in sequence until one party is reached.

Type	Description	Name	Primary Phone #	Comments (ext., pager, work, home, etc)
P1	Party			
P2	Party			
P3	Party			
P4	Party			
P5	Party			
P6	Party			
P7	Party			
P8	Party			
P9	Party			
P10	Party			
P11	Party			
P12	Party			
P13	Party			
P14	Party			
P15	Party			
A1	**Police**			**2nd #:**
A2	**Fire**			**2nd #:**
A3	**Medical**			**2nd #:**
A4	**Other**			**2nd #:**

Business Hours of Monitored Site *(only required for monitoring of Scheduled Openings and Closings)*

Sample		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
09:00	**Open**							
18:30	**Close**							

Pass-Codes or Passwords

Pass-codes (3 alphanumeric characters preferred, 3 min., 10 max.)

_____ _____ _____ _____ _____

or

Passwords (6 alphanumeric characters preferred, 3 min., 10 max.)

_____ _____ _____ _____ _____

Code Under Stress *(security monitoring only)*

Code (numbers only, 3 digits max.) _____ _____ _____

Subscriber Secure Internet Access Info *(case sensitive)*

User Name 1: _____ **User Name 2:** _____

Password: _____ **Password:** _____

E-mail Address: _____ **E-mail Address:** _____

SUBSCRIBER MONITORING AGREEMENT - TERMS & CONDITIONS

NOTE TO SUBSCRIBER: IN ADDITION TO ANY OTHER TERMINATION RIGHTS HEREUNDER, YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

1. WHEREAS, Williamson County, Texas, a political subdivision of the State of Texas, hereinafter called SUBSCRIBER, has heretofore entered an agreement with its Alarm Co., CONVERGINT TECHNOLOGIES LLC (hereinafter called "CONVERGINT"), and has on this date entered into this agreement (hereinafter called "Agreement") with EMERgency Twenty Four, Inc., or its assigns herein called EMERGENCY 24, the terms of which provide for Monitoring of Incoming Signal from Subscriber's local protective system located at the address set forth on the Convergint Systems Monitoring Proposal and EMERGENCY 24's monitoring receiving facility.

Subscriber: Williamson County, Texas executed this _____ day of _____, _____

By: _____ Street: _____

Signature: _____ City: _____ State: _____ Zip: _____

Title: _____ ☐ check if addendum attached with additional locations

Convergint Technologies LLC ("CONVERGINT") Subscriber's Alarm Company

By: Kevin Popejoy Title: Vice President

Signature: _____

EMERgency24:

By: _____

Signature: _____

2. IT IS THEREFORE AGREED for in consideration of such agreement that:
3. The SUBSCRIBER will set the alarm system for protection required.
4. The local protective system at SUBSCRIBER'S premises is not the property of EMERGENCY 24 and said system is to be kept in working order by SUBSCRIBER. EMERGENCY 24 cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of EMERGENCY 24 is to maintain in working order its Monitoring Receiving Facility. EMERGENCY 24, upon receipt of a signal from a SUBSCRIBER'S premises, shall transmit notification of the alarm promptly to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the Subscriber Monitoring Information page of the Convergint Systems Monitoring Proposal and/or data changes received by EMERGENCY 24 from CONVERGINT or SUBSCRIBER, from time to time, unless there is just cause to assume that an emergency condition does not exist.
5. SUBSCRIBER will pay any Village or Municipal permits or license fees as may be required.
6. SUBSCRIBER agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or services provided under this Agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected.
7. That this Agreement may be cancelled by EMERGENCY 24 at any time, upon a ten (10) day written notice, if false alarms continue to occur.
8. That this Agreement may be canceled without previous notice, at the option of EMERGENCY 24, in the event EMERGENCY 24 Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EMERGENCY 24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed.
9. Should there arise a conflict of terms or conditions between this Agreement, the Convergint System Monitoring Proposal, DIR Contract #DIR-SDD-2216 and a purchase order issued by SUBSCRIBER, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) this Agreement; (b) the Convergint Systems Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by SUBSCRIBER. Only the terms of this Agreement shall be binding on EMERGENCY 24.

10. This Agreement shall continue for as long as CONVERGINT contracts with EMERGENCY 24 for the performance of monitoring duties for the SUBSCRIBER. In the event that the CONVERGINT notifies EMERGENCY 24 of its termination of service for the performance of monitoring duties for the SUBSCRIBER for any reason or in the event that CONVERGINT fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, EMERGENCY 24 will give the SUBSCRIBER at least 15 days notice of termination of such services to the SUBSCRIBER and, upon giving such notice, this Agreement and all of EMERGENCY 24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between EMERGENCY 24 and CONVERGINT and neither party hereto shall have any claim against the other.
11. SUBSCRIBER may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Convergint. In the event of such termination, it is understood and agreed that only the amounts due to Convergint for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for SUBSCRIBER's termination of this Agreement for convenience. The foregoing shall not affect Convergint's obligations to EMERGENCY 24.
12. EMERGENCY 24 shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall EMERGENCY 24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EMERGENCY 24.
13. EMERGENCY 24 shall not be obligated to perform any monitoring service hereunder during any time when telephone or telephone equipment shall not be working since signals to EMERGENCY 24 are received solely by means of telephone communication.
14. EMERGENCY 24 hereby disclaims all warranties, express or implied, including those of merchantability or fitness that its services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.
15. It is agreed that EMERGENCY 24 is not an insurer and that it is not the intention of the parties that EMERGENCY 24 assume responsibility for any loss or damage sustained through burglary, theft, robbery or other illegal act of a third party. For any claim or cause of action arising under or related to this Agreement: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) EMERGENCY 24's liability for damages of any kind to SUBSCRIBER shall be limited to the total amount paid by SUBSCRIBER to Convergint under the terms of the Convergint Systems Monitoring Proposal during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of EMERGENCY 24's liability shall not apply to violation of State or Federal law.
16. To the extent allowed by Texas law, SUBSCRIBER hereby releases discharges and agrees to hold EMERGENCY 24 harmless from any and all claims liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER and/or CONVERGINT, his agent or insurance company or by any other parties claiming under or through SUBSCRIBER and/or CONVERGINT. To the extent allowed by Texas law, SUBSCRIBER agrees to indemnify EMERGENCY 24 against, defend and hold EMERGENCY 24 harmless from any claims for subrogation which may be brought against EMERGENCY 24 by any insurer or insurance company or its agents or assigns, including payment of all damages expenses, costs and attorneys' fees.
17. It is the responsibility of CONVERGINT to insure that the service and the notifications entered on the Convergint Systems Monitoring Proposal, the SUBSCRIBER'S MONITORING AGREEMENT and related ADDENDA forms are proper and correct and that the form is signed by the SUBSCRIBER.
18. 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 Williamson County, Texas and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
19. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
20. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, proposals or agreements, either oral or written. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS AND CONDITIONS must be signed by all three parties. No verbal agreements shall alter the above order.

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Systems Monitoring Proposal

Customer Name: Williamson County, Texas **Proposal Number:** 204-09032014-01

Building Name: Juvenile Justice Center

Address: 1821 SE Inner Loop

Georgetown, Texas 78626

Phone: (512) 943-3232 **Email:** timboden@wilco.org

Billing Address (if different from the address listed above)

Name: _____ **Attn:** _____

Address: _____

_____

Phone: _____ **Contact:** _____

Customer agrees to purchase, and Convergint Technologies LLC (CTLLC) agrees to provide monitoring service according to the terms and conditions of DIR Contract #DIR-SD-2216, the terms set out in this System Monitoring Proposal, which shall become an agreement once executed by Customer and Convergint Technologies, LLC, and according to the Terms and Conditions of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement. DIR Contract #DIR-SD-2216 shall not be binding on EMERgency Twenty Four, Inc.. To the extent of any conflict between DIRE Contract #DIR-SD-2216 and the System Monitoring Proposal conflict, the latter shall control, except to the extent such controlling provision would violate Texas law. Customer agrees to provide RJ31X telephone jack(s), dedicated phone line(s) and other equipment as may be required. This proposal amount is based on one trip by CTLLC to program and test the dialer or communicator. Material, installation and additional trips due to phone lines not being installed properly will be billed to the customer at current Time and Material rates. Final acceptance is subject to CTLLC approval.

System Monitoring Options: *Indicate your choice(s) with a (✓)*

☒ **U.L. Listed Monitoring**	~~$420.00~~ **$344.40 (DIR Discounted Rate After 18% Discount)**	
☐ **Intrusion Monitoring**	**$420.00** (includes weekly test signal)	
☐ **Elevator Monitoring**	**$420.00** (no test signal)	
☐ **Other** _____	**$**_____	**Duration:** ☐ **Annual** ☐ **3-Year** ☒ **5-Year**
Total Price:	**$344.40 per year**	**Start Date:** February 18, 2015

Attach Purchase Order or Requisition if Required

Customer By: _____ **Convergint By:** Kevin Popejoy

Signature: _____ **Signature:** [signature]

Title: County Judge **Title:** Vice President

Date: _____ **Date:** February 18, 2015

P.O. #: _____

Convergint Technologies • 10535 Boyer Blvd, Suite 300 • Austin, Texas 78758
Phone 512-351-4042 • Cell 512-845-7333
www.convergint.com

Systems Monitoring Options

Monitoring Service Options

Utilizing EMERGency24, CTLLC provides customers with fully redundant monitoring services resulting in a fail-safe monitoring network.

Subscriber Secure Internet Service Included with all monitoring agreements, Convergint Technologies subscribers receive the ability to manage and monitor their account on-line via Secure Internet Services. Secure Internet Services allows the subscriber to perform tasks including the ability to place accounts on test, make ***temporary*** changes to party information, view account history, view account data and request account information changes.

Generic Subscriber History Reports Another exclusive feature is the ability to obtain generic alarm activity reports listing the date, time and description of the alarm signal. Information through these services is secured by the same encryption process used for Internet financial transactions.

Subscribers also receive PASS CODE cards that include various methods and procedures for contacting the monitoring facility.

In addition to the basic services listed below, Convergint Technologies offers a variety of optional services. Your CTLLC representative can provide additional information upon request.

Test Signal Options Test signals are necessary to ensure your system is operational and transmitting signals to the Monitoring Station. A test signal will be transmitted from your system to the Monitoring Station based on the type of monitoring you select. Should the test signal fail for any reason, this is indicative of a system or telephone communications failure. Having such a failure places your facility at great risk should a fire alarm or security system alarm occur. The Monitoring Station would not receive notification of the alarm condition, and would not contact the local authority to alert them to the situation. Should a Test Signal fail to be received at the Monitoring Station, a call will be placed to the individual(s) identified on the Subscriber Monitoring Agreement if selected under Callback Options. A service call to resolve the system failure should be placed to CTLLC as soon as possible.

Type of Monitoring	UL Listed Monitoring Service (daily test signal)	DIR Discount (18%)	DIR Discounted UL Listed Monitoring Service	UL Listed Central Station Service
	$420.00 annually	$75.60 annually	$344.40 annually	Cost Provided Upon Request

Back Up Communications Options

This option is highly recommended when monitoring Security Systems. In the event of a telephone communication system failure, having a method of back-up communications in place will help to ensure continuous protection of your facility. Your CTLLC representative can provide additional information upon request.

Type of Back Up	Radio (AlarmNet or SafetyNet)	Cellular
	Cost Provided Upon Request	Cost Provided Upon Request

Additional Charges or Maintenance Fees

Based upon account activity, and from time-to-time, it is necessary to charge additional maintenance fees for specific items beyond CTLLC's control. These items are identified below.

Item	Fee	Frequency
Call List alterations	$7.75	Per addendum or revision.
Excessive or run-away signals (in excess of 3 per month)	$1.55	Per signal.

Customer's payment for services hereunder shall be governed by Chapter 2251 of the Texas Government Code, as further set out in DIR Contract #DIR-SDD-2216. Customer agrees to pay all taxes, including state or local taxes, however designated, levied, or based on the service charges pursuant to this System Monitoring Proposal.

Breach or Default

If Customer does not pay the amounts due hereunder or breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the Customer ceases doing business as a going concern, CTLLC, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal. If CTLLC breaches any of the terms or conditions hereunder or of the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, or if the CTLLC ceases doing business as a going concern, Customer, in addition to any legal remedies it may have, may terminate the agreement resulting from the execution of this System Monitoring Proposal.

Cancellation

After the complete execution of this System Monitoring Proposal, Customer shall have the right to terminate the resulting agreement, for convenience and without cause or further liability, upon thirty (30) days written notice to CTLLC. In the event of such termination, it is understood and agreed that only the amounts due to CTLLC for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer's termination for convenience under this provision.

Length of Plan

After execution of this System Monitoring Proposal by an authorized representative of CTLLC and Customer, the term of the resulting agreement shall be 12 months unless indicated elsewhere in this System Monitoring Proposal. Unless cancelled with 30 days prior written notice, the resulting agreement shall renew for successive term(s) at the prices and under the terms and conditions in effect at the time of renewal. Fees paid hereunder are not refundable once this agreement is in effect.

Force Majeure

CTLLC and EMERGency24 shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to work stoppages, fires, civil disobediences, riots, rebellions, acts of God and similar occurrences.

Notification

It is the obligation of the Customer to keep the "Call List" updated. All changes and revisions to the "Call List" shall be submitted on the Permanent Change Form, signed and submitted to CTLLC. Changes shall become effective within five (5) business days of submittal.

Conflicting Terms

Should there arise a conflict of terms or conditions between this System Monitoring Proposal, the EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement, DIR Contract #DIR-SDD-2216 and a purchase order issued by Customer, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) EMERgency Twenty Four, Inc. Subscriber Monitoring Agreement; (b) this System Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by Customer.

Subscriber Monitoring Information

Call List

Parties (P1 through P5) will be called in sequence until one party is reached.

Type	Description	Name	Primary Phone #	Comments (ext., pager, work, home, etc)
P1	Party			
P2	Party			
P3	Party			
P4	Party			
P5	Party			
P6	Party			
P7	Party			
P8	Party			
P9	Party			
P10	Party			
P11	Party			
P12	Party			
P13	Party			
P14	Party			
P15	Party			
A1	**Police**			**2nd #:**
A2	**Fire**			**2nd #:**
A3	**Medical**			**2nd #:**
A4	**Other**			**2nd #:**

Business Hours of Monitored Site *(only required for monitoring of Scheduled Openings and Closings)*

Sample		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
09:00	**Open**							
18:30	**Close**							

Pass-Codes or Passwords

Pass-codes (3 alphanumeric characters preferred, 3 min., 10 max.)

_____ _____ _____ _____ _____

or

Passwords (6 alphanumeric characters preferred, 3 min., 10 max.)

_____ _____ _____ _____ _____

Code Under Stress *(security monitoring only)*

Code (numbers only, 3 digits max.) _____ _____ _____

Subscriber Secure Internet Access Info *(case sensitive)*

User Name 1: _____ **User Name 2:** _____

Password: _____ **Password:** _____

E-mail Address: _____ **E-mail Address:** _____

SUBSCRIBER MONITORING AGREEMENT - TERMS & CONDITIONS

NOTE TO SUBSCRIBER: IN ADDITION TO ANY OTHER TERMINATION RIGHTS HEREUNDER, YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

1. WHEREAS, Williamson County, Texas, a political subdivision of the State of Texas, hereinafter called SUBSCRIBER, has heretofore entered an agreement with its Alarm Co., CONVERGINT TECHNOLOGIES LLC (hereinafter called "CONVERGINT"), and has on this date entered into this agreement (hereinafter called "Agreement") with EMERgency Twenty Four, Inc., or its assigns herein called EMERGENCY 24, the terms of which provide for Monitoring of Incoming Signal from Subscriber's local protective system located at the address set forth on the Convergint Systems Monitoring Proposal and EMERGENCY 24's monitoring receiving facility.

Subscriber: Williamson County, Texas executed this _____ day of _____, _____

By: _____ Street: _____

Signature: _____ City: _____ State: _____ Zip: _____

Title: _____ ☐ check if addendum attached with additional locations

Convergint Technologies LLC ("CONVERGINT") Subscriber's Alarm Company

By: Kevin Popejoy Title: Vice President

Signature: _____

EMERgency24:

By: _____

Signature: _____

2. IT IS THEREFORE AGREED for in consideration of such agreement that:
3. The SUBSCRIBER will set the alarm system for protection required.
4. The local protective system at SUBSCRIBER'S premises is not the property of EMERGENCY 24 and said system is to be kept in working order by SUBSCRIBER. EMERGENCY 24 cannot be responsible at any time for its working condition or any failure of same and therefore the sole duty of EMERGENCY 24 is to maintain in working order its Monitoring Receiving Facility. EMERGENCY 24, upon receipt of a signal from a SUBSCRIBER'S premises, shall transmit notification of the alarm promptly to the police, fire or other authorities and/or person or persons whose names and telephone numbers are set forth on the Subscriber Monitoring Information page of the Convergint Systems Monitoring Proposal and/or data changes received by EMERGENCY 24 from CONVERGINT or SUBSCRIBER, from time to time, unless there is just cause to assume that an emergency condition does not exist.
5. SUBSCRIBER will pay any Village or Municipal permits or license fees as may be required.
6. SUBSCRIBER agrees to pay any false alarm assessments, taxes, fees or charges relating to the installation or services provided under this Agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is connected.
7. That this Agreement may be cancelled by EMERGENCY 24 at any time, upon a ten (10) day written notice, if false alarms continue to occur.
8. That this Agreement may be canceled without previous notice, at the option of EMERGENCY 24, in the event EMERGENCY 24 Monitoring Receiving Facility, connection wires or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or from lack of signal wire facilities beyond the control of EMERGENCY 24, and may likewise be canceled at the option of SUBSCRIBER in the event that the local premises supervised are so damaged or destroyed.
9. Should there arise a conflict of terms or conditions between this Agreement, the Convergint System Monitoring Proposal, DIR Contract #DIR-SDD-2216 and a purchase order issued by SUBSCRIBER, it is agreed that such conflict of terms or conditions shall be resolved by giving precedence in the following order: (a) this Agreement; (b) the Convergint Systems Monitoring Proposal (c) DIR Contract #DIR-SDD-2216; and (d) a purchase order issued by SUBSCRIBER. Only the terms of this Agreement shall be binding on EMERGENCY 24.

10. This Agreement shall continue for as long as CONVERGINT contracts with EMERGENCY 24 for the performance of monitoring duties for the SUBSCRIBER. In the event that the CONVERGINT notifies EMERGENCY 24 of its termination of service for the performance of monitoring duties for the SUBSCRIBER for any reason or in the event that CONVERGINT fails or refuses to make payment for services furnished or to be furnished to the SUBSCRIBER, EMERGENCY 24 will give the SUBSCRIBER at least 15 days notice of termination of such services to the SUBSCRIBER and, upon giving such notice, this Agreement and all of EMERGENCY 24's responsibilities hereunder shall come to an end as if the date fixed in such notice was the term fixed in the agreement between EMERGENCY 24 and CONVERGINT and neither party hereto shall have any claim against the other.
11. SUBSCRIBER may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Convergint. In the event of such termination, it is understood and agreed that only the amounts due to Convergint for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for SUBSCRIBER's termination of this Agreement for convenience. The foregoing shall not affect Convergint's obligations to EMERGENCY 24.
12. EMERGENCY 24 shall not be liable for any loss or damage caused by defects or deficiencies in the electro-protective equipment nor shall EMERGENCY 24 incur any liability for any delay in response time or non-response of police, fire or other authorities, institutions or individuals notified by EMERGENCY 24.
13. EMERGENCY 24 shall not be obligated to perform any monitoring service hereunder during any time when telephone or telephone equipment shall not be working since signals to EMERGENCY 24 are received solely by means of telephone communication.
14. EMERGENCY 24 hereby disclaims all warranties, express or implied, including those of merchantability or fitness that its services will avert, deter or prevent any loss which monitoring might alleviate or mitigate.
15. It is agreed that EMERGENCY 24 is not an insurer and that it is not the intention of the parties that EMERGENCY 24 assume responsibility for any loss or damage sustained through burglary, theft, robbery or other illegal act of a third party. For any claim or cause of action arising under or related to this Agreement: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) EMERGENCY 24's liability for damages of any kind to SUBSCRIBER shall be limited to the total amount paid by SUBSCRIBER to Convergint under the terms of the Convergint Systems Monitoring Proposal during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of EMERGENCY 24's liability shall not apply to violation of State or Federal law.
16. To the extent allowed by Texas law, SUBSCRIBER hereby releases discharges and agrees to hold EMERGENCY 24 harmless from any and all claims liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance resulting from or related to this service contract, whether said claim is made by SUBSCRIBER and/or CONVERGINT, his agent or insurance company or by any other parties claiming under or through SUBSCRIBER and/or CONVERGINT. To the extent allowed by Texas law, SUBSCRIBER agrees to indemnify EMERGENCY 24 against, defend and hold EMERGENCY 24 harmless from any claims for subrogation which may be brought against EMERGENCY 24 by any insurer or insurance company or its agents or assigns, including payment of all damages expenses, costs and attorneys' fees.
17. It is the responsibility of CONVERGINT to insure that the service and the notifications entered on the Convergint Systems Monitoring Proposal, the SUBSCRIBER'S MONITORING AGREEMENT and related ADDENDA forms are proper and correct and that the form is signed by the SUBSCRIBER.
18. 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 Williamson County, Texas and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
19. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
20. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, proposals or agreements, either oral or written. Any additions or amendments to the SUBSCRIBER MONITORING AGREEMENT TERMS AND CONDITIONS must be signed by all three parties. No verbal agreements shall alter the above order.

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Commissioners Court - Regular Session **40.**

Meeting Date: 07/14/2015

Advertise Landscape Services for Parks

Submitted For: Max Bricka **Submitted By:** Connie Singleton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive proposals for Landscape Services for Williamson County Parks, #1506-006.

Background

This proposal is for Landscape Maintenance Services for the Parks division and includes the following locations:
- SW Williamson County Regional Park
- Williamson County Regional Park
- Champion Park
- Brushy Creek Trail
- Lake Creek Trail
- Berry Springs Park
- County Road 175 median
- Williamson County Regional Park
- Brushy Creek Trail Alternate Route
- Expo Center

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

IFB Landscape Svc Parks

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	07/07/2015 11:31 AM
County Judge Exec Asst.	Wendy Coco	07/08/2015 11:46 AM
Form Started By: Connie Singleton		Started On: 06/19/2015 10:23 AM
Final Approval Date: 07/08/2015		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION *Bid Number* 1506-006

PROPOSALS MUST BE RECEIVED ON OR BEFORE: *Bid End Date and Time* August 12, 2015 3:00

PROPOSALS WILL BE PUBLICLY OPENED: *Bid End Date and Time* 8-12-15 3:00 PM

Notice is hereby given that sealed Proposals for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Specifications for this RFP may be obtained from www.bidsync.com

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

PROPOSALS MAY BE MAILED OR DELIVERED TO:

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, TX 78626

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

If mailed or delivered in person, submit Proposal package with the Proposal number, Proposal name, Name and Address of Respondent, and the Date of the Proposal opening marked on the outside of the envelope. Respondents should enclose one (1) original, and one (1) copy of their Proposal on CD (or other portable storage device) to the address listed above.

All submitted questions with their answers will be posted and updated on www.bidsync.com

It is the Respondents responsibility to review all documents in Bidsync including any addenda that may have been added after the document packet was originally released and posted. Any addenda and/or other information relevant to the IFB will be posted on www.bidsync.com. The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP. Respondents are strongly encouraged to carefully read the entire RFP. Williamson County will NOT be responsible for unmarked or improperly marked envelopes. Facsimile transmittals will NOT be accepted.

Bid 1506-006
Landscape Services for Williamson County Parks

Bid Number	**1506-006**
Bid Title	**Landscape Services for Williamson County Parks**
Bid Start Date	**In Held**
Bid End Date	**Aug 12, 2015 3:00:00 PM CDT**
Question & Answer End Date	**Aug 7, 2015 5:00:00 PM CDT**
Bid Contact	**Connie Singleton** **512-943-1553** **csingleton@wilco.org**
Contract Duration	**3 years**
Contract Renewal	**2 annual renewals**
Prices Good for	**90 days**
Pre-Bid Conference	**Jul 29, 2015 2:00:00 PM CDT** **Attendance is mandatory** **Location: Southwest Williamson County Regional Park, 3005 CR 175, Leander, TX**
Bid Comments	**Williamson County requests sealed proposals for landscape Maintenance Services for Williamson County Parks.**

Item Response Form

Item	**1506-006--01-01 - General Services for Southwest Williamson Co. Regional Park**
Quantity	**1 lump sum**
Unit Price	
Delivery Location	**Williamson County, Texas** Parks and Recreation 219 Perry Mayfield Leander TX 78641 **Qty** 1

Description
General Services for Southwest Williamson Co. Regional Park

Item	**1506-006--01-02 - Alternate A Southwest Williamson Co. Regional Park - Cricket Field**
Quantity	**1 lump sum**
Unit Price	
Delivery Location	**Williamson County, Texas** Parks and Recreation 219 Perry Mayfield Leander TX 78641 **Qty** 1

Description
Alternate A Southwest Williamson Co. Regional Park - Cricket Field

---

Item **1506·006--01·03 · Alternate B Southwest Williamson Co. Regional Park - Commons Area**
Quantity **1 lump sum**
Unit Price
Delivery Location **Williamson County, Texas**
Parks and Recreation
219 Perry Mayfield
Leander TX 78641
Qty 1

Description
Alternate B Southwest Williamson Co. Regional Park - Commons Area

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Item **1506·006--01·04 · Alternate C Champion Park·Brushy Creek Trail·Twin Lakes to Champion Parks & Lak**
Quantity **1 lump sum**
Unit Price
Delivery Location **Williamson County, Texas**
Parks and Recreation
219 Perry Mayfield
Leander TX 78641
Qty 1

Description
Alternate C Champion Park·Brushy Creek Trail·Twin Lakes to Champion Parks & Lake Creek Trail

---

Item **1506·006--01·05 · Alternate D County Road 175 Medians**
Quantity **1 lump sum**
Unit Price
Delivery Location **Williamson County, Texas**
Parks and Recreation
219 Perry Mayfield
Leander TX 78641
Qty 1

Description
Alternate D County Road 175 Medians

Item **1506·006--01·06 · Alternate E - Berry Springs Grove**
Quantity **1 lump sum**
Unit Price
Delivery Location **Williamson County, Texas**
Parks and Recreation
219 Perry Mayfield
Leander TX 78641
Qty 1

Description
Alternate E - Berry Springs Grove

Item **1506·006--01·07 · Alternate F - Southwest Williamson Co. Regional Park**
Quantity **1 lump sum**
Unit Price
Delivery Location **Williamson County, Texas**
Parks and Recreation

219 Perry Mayfield
Leander TX 78641
Qty 1

Description
Alternate F - Southwest Williamson Co. Regional Park · Disc Golf Course; Fairways and Pathways Only

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Item	**1506·006--01-08 · Alternate G - Brushy Creek Trail - Alternate Route along Brushy Creek Road**
Quantity	**1 lump sum**
Unit Price	
Delivery Location	**Williamson County, Texas**

Parks and Recreation
219 Perry Mayfield
Leander TX 78641
Qty 1

Description
Alternate G - Brushy Creek Trail - Alternate Route along Brushy Creek Road to Champion Park

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Item	**1506·006--01-09 · Alternate H - EXPO Center - Taylor**
Quantity	**1 lump sum**
Unit Price	
Delivery Location	**Williamson County, Texas**

Parks and Recreation
219 Perry Mayfield
Leander TX 78641
Qty 1

Description
Alternate H - EXPO Center - Taylor

PROPOSAL SPECIFICATIONS

Purpose and Classification

Williamson County is inviting interested parties to submit Proposals for Landscape Maintenance Services. All Proposals shall be submitted in accordance with this RFP. The RFP contains detailed and specific information regarding Williamson County's standards and expectations for Landscape Maintenance Services.

The Landscape Maintenance Services will be performed at:

- Southwest Williamson County Regional Park located at 3005 CR 175, Leander, Texas

Additional Proposals (alternates) to be submitted for the following locations

- Williamson County Regional Park - Cricket Field
- Williamson County Regional Park – Commons Area
- Champion Park located at 3830 Brushy Creek Road ,Cedar Park
- Brushy Creek Trail – Bridge over Brushy Creek at Twin Lakes Park to HWY 183A Bridge and East end of dam at Brushy Creek Lake Park to Champion Park
- Lake Creek Trail located at 9505 Braes Valley, Austin
- Berry Springs Park located 1801 CR 152, Georgetown
- County Road 175 median
- Williamson County Regional Park – Disc Golf Course (fairways & pathways only)
- Brushy Creek Trail Alternate Route – NW of Champion Park and along Brushy Creek Road
- Expo Center at 210 Carlos G. Parker Blvd, Taylor

The above locations have been depicted on the attached Schedule 1.

SCOPE OF WORK

The Landscape Maintenance Services shall be provided as deemed necessary to meet the requirements set out herein. The Successful Respondent shall provide Landscape Maintenance Services as described herein and shall provide all labor, material, and equipment. Successful Respondent's services shall provide clean, attractive, and safe areas for the locations described herein.

The schedule of work hours for accomplishment of the maintenance service shall not interfere with the normal work of County employees and be coordinated with Williamson County Parks and Recreation staff.

The Successful Respondent shall furnish and maintain all equipment necessary for the proper maintenance of each location. Successful Respondent shall provide an equipment inventory list to be submitted with the Proposal, identifying all equipment by age and condition to be used in the performance of the Contract. The County reserves the right to make inspection of equipment to be used in the performance of the Contract. Any equipment found to be in poor condition must be pulled from service and replaced at the Successful Respondent's expense.

Materials and supplies used by the Successful Respondent shall conform to the requirements listed herein. No material shall be used which will damage the turf, trees, shrubs, or fixtures. Where a specific product is specified there shall be no deviation without the express permission of the County, in which case samples of all materials proposed for use shall be submitted and approval thereof received before the material represented by the samples are used in the work to be performed. Upon request, the Successful Respondent shall submit a list of all materials to be used in providing the Landscape Maintenance Services. (The County may approve or disapprove any product prior to or during the term of the contract period.). All spent chemical and fertilizer containers shall be disposed of in an approved environmentally safe and acceptable manner.

The Successful Respondent shall comply with all county, state and federal regulations applicable to performing work within public thoroughfares and right-of-ways. The Successful Respondent shall be licensed to do business in the State of Texas and shall provide copy of License with Proposal.

DEFINITIONS

Inspector shall mean the County's Contract Administrator or his/her duly authorized representative who shall monitor the Successful Respondent's progress and work.

Trash and Litter shall mean any debris within the grounds such as paper, bottles, cans, limbs three (3) inches or smaller in diameter, rocks etc. which is not intended to be present as part of the landscape. Inclusive of the parks, medians and triangles, streets, sidewalks, curbs, hillsides, ditches, etc. Removal of debris will require sweeping of hard surface areas such as sidewalks and curbs.

Edging & Trimming shall refer to the proper cutting or removal, to include blowing, of all plant material immediately adjacent to or under park structures, trees, poles, tables, signs, fences, and shrub bed. Also includes removal of all plant material from expansion joints and any other cracks in curbs, sidewalks, driveways, and any other hard or concrete surface.

Shrub Beds shall mean any area purposefully planted in domestic or ornamental plant growth.

Foreign Growth shall include all weeds, thickets, and noxious plants.

FIELD AND PARK MAINTENANCE

Mowing and Trimming

- The Successful Respondent shall mow and trim all turf areas as indicated by work schedule, (**SEE SCHEDULE 1 – MOWING SCHEDULE FY 16 AND MOWING GRAPHIC)**.
- The Successful Respondent shall remove all Trash and Litter from the entire area prior to initiating any mowing of the turf area.
- All game fields shall be mowed with a reel mower or an approved equal.
- All mowing equipment shall be equipped with sharp blades so as not to tear, but cleanly cut the blades of the grass.
- All grass on ball fields shall be cut at a height of one (1) inch.
- Grass in the general areas may be cut at a height of 2-3 inches.
- General turf areas shall be mowed once a week.
- All roadways, trails abutting general or native areas shall be mowed once a week with 24-48 inch width adjacent to the roadway or trail.
- All park structures, trees, poles, tables, signs, fences, and Shrub Beds are to be trimmed. Special care should be given to trimming around small trees as not to inflict damage to the bark of the trees.
- All Trimming must be accomplished concurrently with mowing operations.
- Turf shall be cut in a professional manner varying mowing patterns.
- Any material discharged onto any paved surface such as streets, curb and gutters, parking lots, sidewalks, and/or onto adjacent properties shall be removed immediately prior to proceeding with mowing of other areas (all Trash and Litter removed shall be disposed of by the Successful Respondent to an off-site location).
- All plant growth in cracks, seams and joints of paved areas such as sidewalks curbs, medians, triangles, and driveways shall be cut down to the pavement surface during the completion of each mowing cycle. The use of herbicides to control such growth may be permitted, with prior written approval and in accordance with all federal, state and local regulations.

Shrub and Shrub Bed Maintenance

Successful Respondent will be responsible throughout the contract period to clean basins & berms, to manually remove all foreign growth from Shrub Beds, to fertilize shrubs & trees. Schedule 1 indicates all areas where services to be provided.

LOCATIONS

The attached park diagram indicates where work is to be performed (**SEE SCHEDULE 1)**. The Successful Respondent shall perform Landscape Maintenance Services to all areas depicted in Schedule 1 in the frequency indicated in the **FY 16 Mowing/Service Frequencies by Location and Month Form** (**SEE SCHEDULE 1 - SEPARATE PDF –SCHEDULE FY 16 AND MOWING GRAPHIC**).

PERSONNEL

Successful Respondent's personnel shall carry identification at all times while on Williamson County property. Successful Respondent's personnel will show identification when asked by Williamson County employees or law enforcement officers.

The Successful Respondent must comply with all Immigration and Naturalization Laws as are currently in force on each potential employee. Employee or Subcontractors are to be registered with the United States Citizenship and Immigration Service. The Successful Respondent must provide a photocopy of the Alien Registration Card to Williamson County prior to any of its employees/subcontractors being permitted to work under this Contract on Williamson County property. The Successful Respondent must also inform Williamson County of all Immigration and Naturalization status changes and arrests of its employee/subcontractors working under this Contract on County property for the duration of the Contract.

Employees and subcontractors are subject to background check at any time.

OMISSION

It is the intent of this specification to acquire complete Landscape Maintenance Services for the specified areas. Any services that have been omitted from this specification which are clearly necessary for complete Landscape Maintenance Services shall be considered a requirement, although not directly specified or called for in this specification.

CONTACT ON MOWING DAYS

The Successful Respondent must make contact with the assigned Inspector on the days that the Successful Respondent will be performing services under this Contract. Contact is for the purpose of discussing areas to be maintained, Successful Respondent's work schedule for the day, areas that need to be inspected for approval, possible rain postponements, and work orders that need to be signed. Failure to contact the assigned Inspector on a daily basis will constitute a breach of contract.

DAMAGE TO PROPERTY

Any property (trees, turf, irrigation heads, etc.) damaged by the Successful Respondent's actions shall be repaired, reimbursed, or subtracted from payment in an amount equal to the damage. **THE SUCCESSFUL RESPONDENT SHALL ACCEPT FULL RESPONSIBILITY FOR AND SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CLAIMS FOR ALL LOSS OR DAMAGE TO PROPERTY AND INJURY TO PERSONS RESULTING FROM THE NEGLIGENT EXECUTION OR PERFORMANCE OF THIS CONTRACT AS WELL AS FOR ANY CLAIMS MADE BY OR ON BEHALF OF SUCCESSFUL RESPONDENT'S AGENTS, SERVANTS, AND/OR EMPLOYEES ARISING OUT OF THEIR EMPLOYMENT OR WORK PERTAINING TO THE OPERATION.**

Mowing Schedule

The attached spreadsheet indicates planned mowing schedules (See Schedule 1).

NOTE: The Contract Administrator or Inspector has the authority to cancel or alter the scheduled mowing cycle on a week-to-week basis. The cancellation will be based upon need, prevailing weather conditions, and available funding.

(SEE SCHEDULE 1 – MOWING SCHEDULE FY 16 AND MOWING GRAPHIC).

ACCEPTABILITY OF WORK

The Inspector shall be the undisputed judge of the acceptability of all work performed. If conditions are not acceptable, the Successful Respondent will be requested to visit the facility and review and correct all problem areas immediately. Please note attached LANDSCAPING MAINTENANCE INSPECTION CHECK SHEET – Appendix C as an example of requirements.

SUCCESSFUL RESPONDENT'S REPRESENTATIVE

Successful Respondent shall designate and notify the Inspector of the name of its responsible representative or representatives who will be accessible during the Successful Respondent's opening hours.

Additional Contract Requirements

Safety. The safety of workers, passersby, and the public shall be paramount. Successful Respondent agrees to perform all work outlined in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State, or other legal requirements including, but not limited to, full compliance with the terms of the applicable OSHA safety orders at all times so as to protect all persons, including Successful Respondent's employees, agents of the County, vendors, members or the public or others from foreseeable injury and/or damage to their property. Successful Respondent shall inspect all potential hazards with service area landscape and keep a log indicating date inspected and action taken. The County shall be notified immediately of any unsafe condition that requires major correction. Successful Respondent shall be responsible for making minor corrections including, but not limited to, filling holes in turf areas, using barricades or traffic cones to alert public of the existence of hazards, replacing valve box covers, and securing the area so as to protect members of the public or others from injury. All equipment will be properly maintained and kept in a safe operating condition.

Successful Respondent shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which services are performed.

Successful Respondent vehicles shall be properly marked on outside identifying the company logo, etc. any time a site visit is made.

THE SUCCESSFUL RESPONDENT SHALL ACCEPT FULL RESPONSIBILITY FOR AND SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CLAIMS FOR ALL LOSS OR DAMAGE TO PROPERTY AND INJURY TO PERSONS RESULTING FROM THE NEGLIGENT EXECUTION OR PERFORMANCE OF THIS CONTRACT AS WELL AS FOR ANY CLAIMS MADE BY OR ON BEHALF OF SUCCESSFUL RESPONDENT'S AGENTS, SERVANTS, AND/OR EMPLOYEES ARISING OUT OF THEIR EMPLOYMENT OR WORK PERTAINING TO THE OPERATION.

The Successful Respondent shall make minor repairs or replace any irrigation equipment damaged due to Successful Respondent negligence.

Successful Respondent shall replace at Successful Respondent's expense any plant material that dies due to damage by lawn maintenance, equipment of Successful Respondent's negligence. Replace any damaged plants due to Successful Respondent's negligence, with same type and size. Correct defective work or damages to any part of the grounds, when caused by the Successful Respondent's employees, equipment or supplies.

For auditing purposes, Successful Respondent may be asked to give break out of costs for a specific property or properties.

Smoking shall not be permitted in any Williamson County Facility or on Williamson County grounds as they are TOBACCO-FREE campuses.

The Successful Respondent may be issued necessary gate access key(s). In no case shall the Successful Respondent make duplicates of any Williamson County keys.

The Successful Respondent and his/her/its employees shall ensure that all gates giving access to Williamson County facilities are secured. Failure to properly secure Wilco facilities may result in a reduction of payment and/or collection of damages as specified in the Contract.

SCHEDULE 1

WILLIAMSON COUNTY PARKS AND RECREATION
FY 2016 MOWING/SERVICE FREQUENCIES BY LOCATION AND MONTH

GENERAL SERVICE FOR SOUTHWEST WILLIAMSON COUNTY REGIONAL PARK

	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
Supervisory Inspection	1	4	4	5	5	4	5	4	4	2	38
Full service visits by crew	1	4	4	5	5	4	5	4	4	2	38
TURF	**FEB**	**MAR**	**APR**	**MAY**	**JUNE**	**JULY**	**AUG**	**SEPT**	**OCT**	**NOV**	**TOTAL**
Mow, Edge, Trim (common 1-5)		4	8	9	9	8	9	9	8	4	68
Mow, Edge, Trim (tif 6-11)		4	8	9	9	8	9	9	8	4	68
Mow, Edge, Trim (Softball 1-2)		4	8	9	9	8	9	9	8	4	68
Pest Inspection		4	4	5	4	5	4	4	5	2	37
TREES, SHRUBS, BEDS	**FEB**	**MAR**	**APR**	**MAY**	**JUNE**	**JULY**	**AUG**	**SEPT**	**OCT**	**NOV**	**TOTAL**
Clean Basins/Berms	1	4	4	5	4	5	4	4	5	2	38
Pruning Shrubs (hedge)		1	1	1	1	1	1	1	1	1	9
Weed Control	1	4	4	5	4	5	4	4	5	2	38
Pest Inspection		2	2	2	2	2	2	2	2	1	17
DEBRIS DISPOSAL	**FEB**	**MAR**	**APR**	**MAY**	**JUNE**	**JULY**	**AUG**	**SEPT**	**OCT**	**NOV**	**TOTAL**
Grass Clippings	1	4	5	4	4	5	4	4	5	2	38
Twigs, Branches	1	4	5	4	4	5	4	4	5	2	38
Leaves	1	4	5	4	4	5	4	4	5	2	38
PARKING LOTS	**FEB**	**MAR**	**APR**	**MAY**	**JUNE**	**JULY**	**AUG**	**SEPT**	**OCT**	**NOV**	**TOTAL**
Gutter/Curb Blowing	1	4	4	5	5	4	5	4	4	2	38
Spray Cracks			2	2	2	2	2	2	2		14
IRRIGATION	**FEB**	**MAR**	**APR**	**MAY**	**JUNE**	**JULY**	**AUG**	**SEPT**	**OCT**	**NOV**	**TOTAL**
Visual Inspection	1	4	4	5	5	4	5	4	4	2	38

WILLIAMSON COUNTY PARKS AND RECREATION
FY 2016 MOWING/SERVICE FREQUENCIES BY LOCATION AND MONTH

ALTERNATE B I D S

ALTERNATE A (Mow, Edge, Trim)	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
Cricket Field	1	4	4	5	5	4	5	4	4	2	38

ALTERNATE B (Mow, Edge, Trim)	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
Commons Area	1	3	4	4	5	3	2	3	4	1	30

ALTERNATE C (Mow, Edge, Trim)	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
Champion Park	1	4	4	5	5	4	5	4	4	2	38
Brushy Creek Trail 2.7 miles (3 Acres)	1	2	3	3	2	2	2	2	3	2	22
Lake Creek Trail	1	4	4	5	4	5	4	4	5	2	38

ALTERNATE D (Mow, Edge, Trim)	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
CR 175 medians	1	2	3	3	2	2	2	2	3	2	22

ALTERNATE E (Mow, Edge, Trim)	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
Berry Spring Grove (35.5 Acres)	1	1	2	1	1	1	1	1	2	1	12

ALTERNATE F (Mow, Edge, Trim)	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
Disc Golf Course		2	4	4	1	1	1	1	3	1	18

ALTERNATE G (Mow, Edge, Trim)	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
Brushy Creek Trail Alternate Route	1	2	3	3	2	2	2	2	3	2	22

ALTERNATE H (Mow, Edge, Trim)	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	TOTAL
EXPO Center (10/1/2015 - 6/1/2016)	1	2	2	2					2	1	10
EXPO Center (after 6/1/2016)	1	4	4	5	5	4	5	4	4	2	38

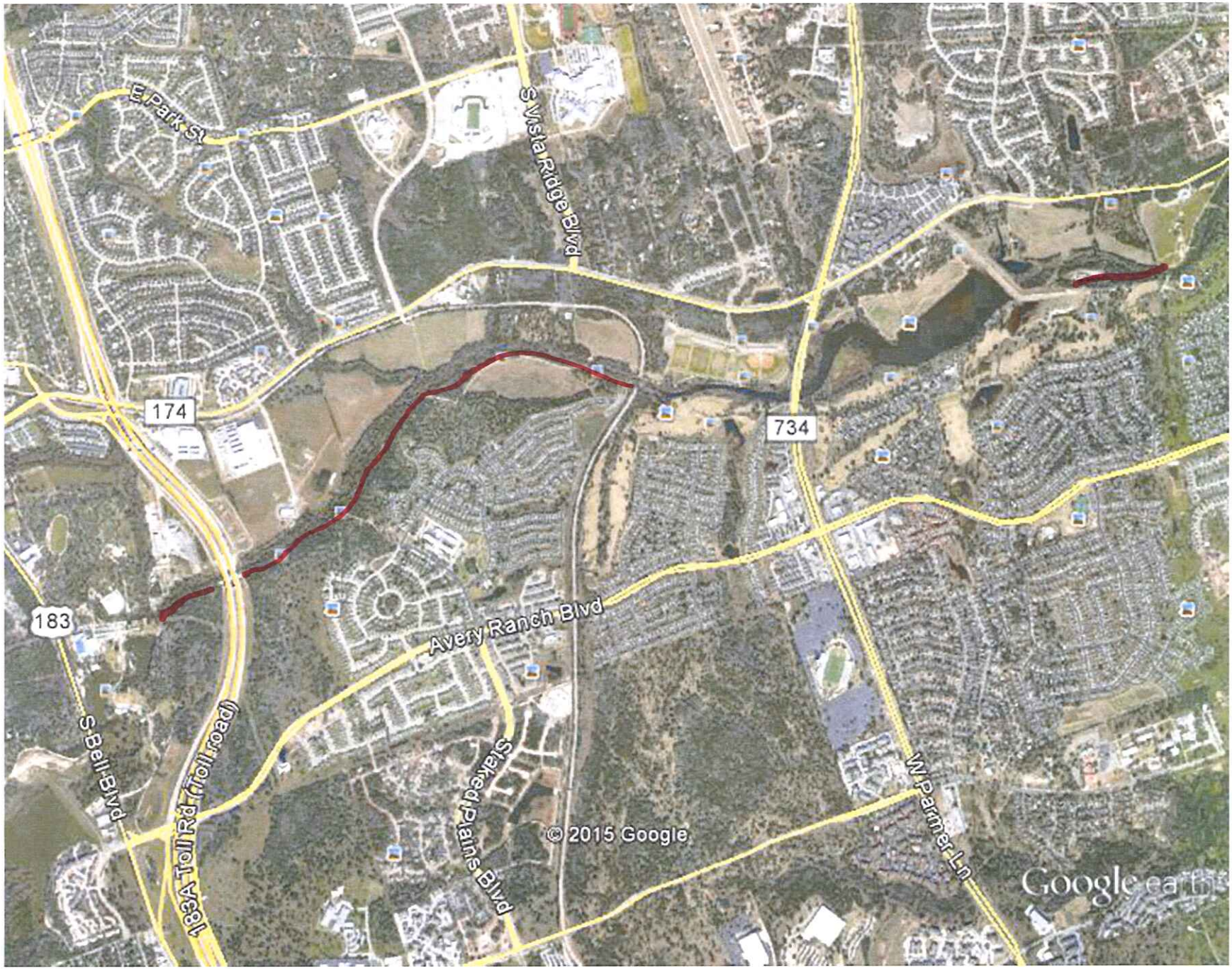
SOUTHWEST WILLIAMSON COUNTY REGIONAL PARK (SWWCRP)

② Med. am Along CR 175 from CR 179 to RM 1431
③ Along tracks of Cedar Rock railroad
④ Along Granite trail
⑤ Fields - 11 soccer, 2 softball, plus (alt) cricket field (oval in lower right)
⑥ Common Area
⑦ Along Paved Roads
⑧ Parking Area @ Splash Pad.
⑨ PARK HQ LAWN

CHAMPION PARK

(1) Mower width either side of trail
(2) Regional trail - from bridge to park boundary on north east
(3) Mower width along internal trails
(4) Hatch marked area
(5) Along Parking lot

BRUSHY CREEK TRAIL ~2.7 miles



LAKE CREEK TRAIL

① AROUND PARKING LOT; then six foot either side of trail until boundary with Town & Country Park

② From end of street to far end of dam

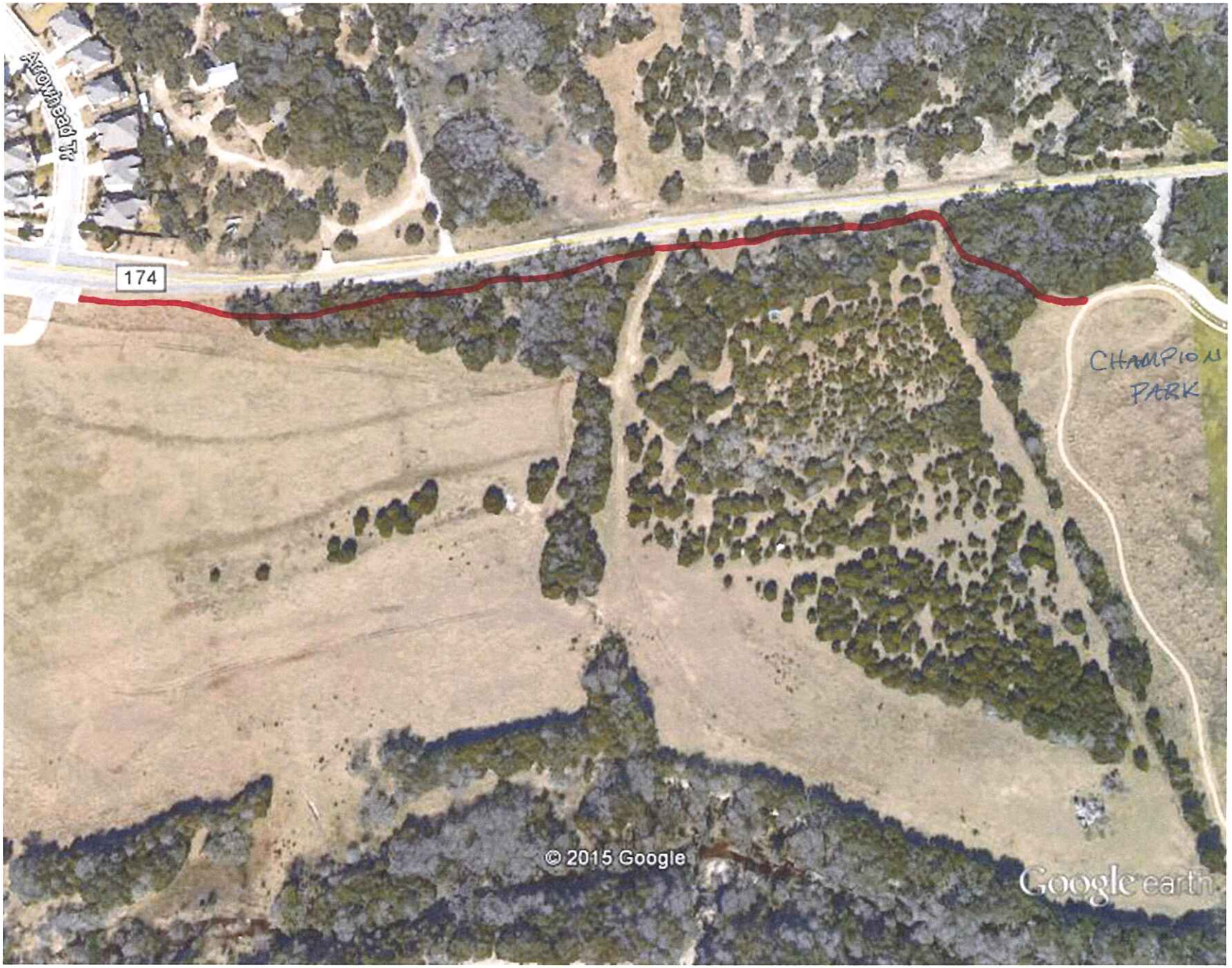
BERRY SPRINGS PARK

Williamson County, Texas

Berry Springs -
All area inside described perimeter!
"rough cut" approx every two weeks.

~8,450' x ~65' average width

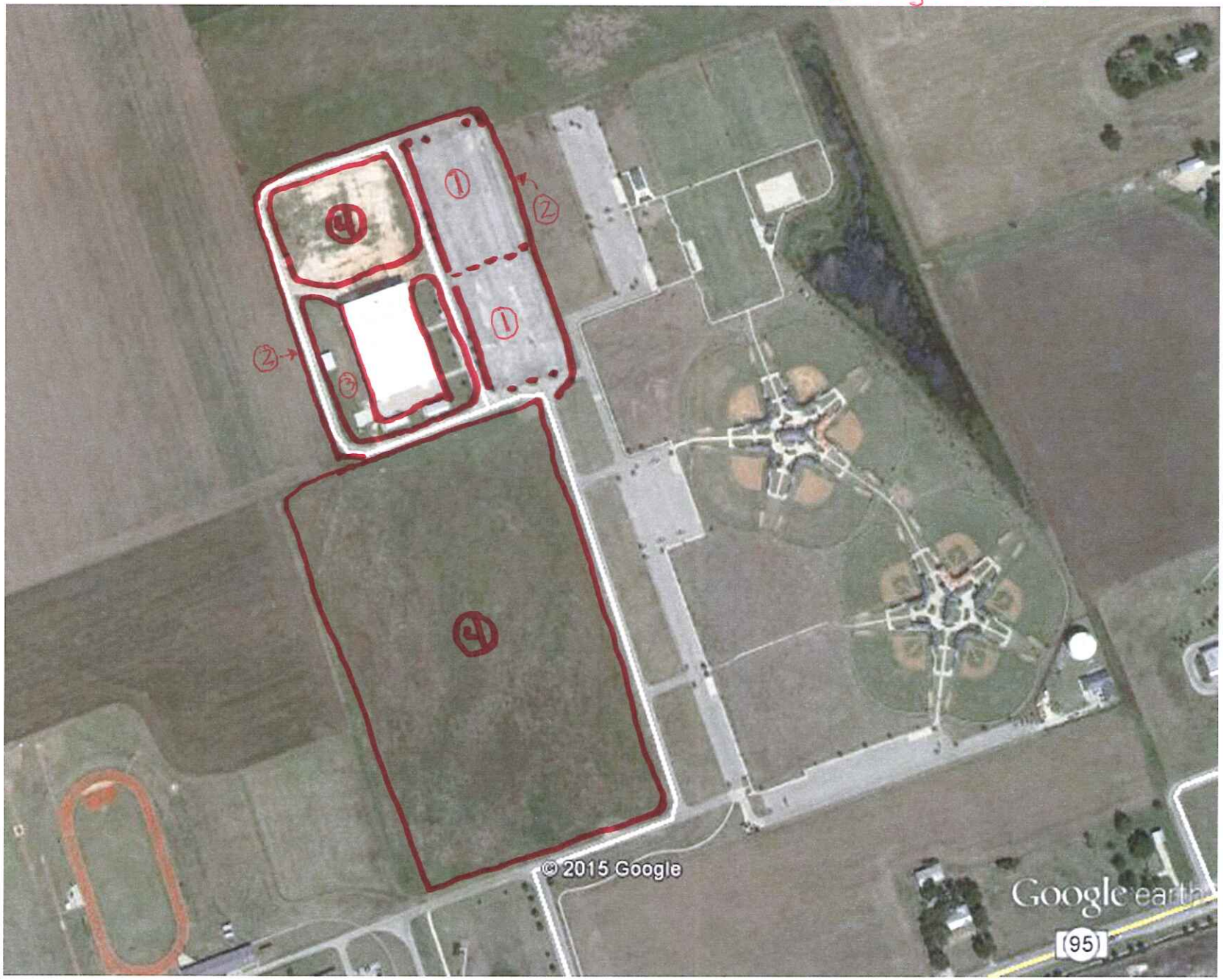
BRUSHY CREEK TRAIL - ALTERNATE ROUTE



~1,700' on both sides of trail

EXPO CENTER

① Parking Area Turf Areas
② Roadway Perimeter
③ Buildings Turf
④ Rough Cut Areas



SPECIAL PROVISIONS

Landscape Services for Williamson County Parks

Contract Administration

Michael Young, (or successor), Assistant Parks Director, Williamson County, Williamson County, 219 Perry Mayfield, Leander, 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 Williamson County Commissioners Court and the Successful Respondent.

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

EVALUATION CRITERIA

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

Lowest and Reasonable Mowing Price (40 points);

Three (3) commercial references for similar services in the past three (3) years. One (1) commercial reference shall be for an equal (or higher) valued contract as that contained in this Proposal

(25 points);

Overall presentation of Proposal (20 points);

On-site inspection of Respondent's equipment for capability to perform; if in the County's judgment the Respondent cannot perform adequately, then Respondent must show proof of intent to purchase equipment necessary to perform (15 points).

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:

Worker's Compensation	Statutory – Texas Law
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

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

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

Umbrella Coverage: $1,000,000

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

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

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

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

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

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.

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.

Building or construction--Has the meaning defined in the Texas Labor Code, §406.096(e) (1).

Contractor--A person bidding or making a proposal for or awarded a building or construction project by Williamson County.

Coverage--Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

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.

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.

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.

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.

Economic Adjustment

In the event that the price for a commodity changes significantly, the County reserves the right to allow a price increase. **The vendor's request must include evidence from the supplier or manufacturer detailing the price adjustment, the effective date of the adjustment, and any other information requested by the Purchasing Department to verify the adjustment.** The requested adjustment must be for supplies and/or services and in no way represent an increase in the Vendor's profits, labor or other overhead. An adjustment request will be effective after Commissioner's Court approval. Until then the original contract pricing will remain unchanged. If an issue regarding an adjustment request is not resolved, the Purchasing Office reserves the right to seek competition from other sources. Any materials or services delivered by a Vendor at a not agreed upon price are done so at the Vendor's risk. Pricing must remain firm for the first three (3) months of the initial contract period. A minimum period of three (3) months must elapse between adjustment requests

Proposer References

List at least (**3) companies or governmental agencies,** where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent in the last 4 years.

Reference 1

Client Name: Location:
City or County

Contact Name: Title:

Phone: Email: Contract Dates:
Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:
City or County

Contact Name: Title:

Phone: Email: Contract Dates:
Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:
City or County

Contact Name: Title:

Phone: Email: Contract Dates:
Contract Value: $

Scope of Work:

For Respondent or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

2. Check this box is you are filing an update to a previously filed questionnaire. ☐

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**

For Respondent or other person doing business with local government entity

1. 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.

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the evaluation of the Proposal.

☐ I will offer the quoted prices to all authorized entities during the term of the contract.

☐ I will not offer the quoted prices to all authorized entities.

1. RESPONSE FORMAT AND SUBMISSION

1.1 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. If mailed or delivered in person, please limit additional, non-requested information.

Please provide your Proposal response using:

3 8 ½" x 11" pages, inclusive of any cover letter or supporting materials
4 The least amount of plastic/laminate or other non-recyclable binding materials
5 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.

1.2 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:

(1) Transmittal Letter
(2) Table of Contents
(3) Executive Summary
(4) Proposal Response to Criteria (see Specifications & Cost Proposal, Experience and Qualifications, References, Implementation Strategy)
(5) Price Sheet
(6) References: Identification of three (3) references *within the last 4 years* 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
(7) Conflict of Interest Questionnaire
(8) Proposal Affidavit and Addenda Acknowledgement
(9) Signature Page
(10) Attach your entities Sample Contract

1.3 Transmittal Letter

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

A. Name and address of individual or business entity submitting the Proposal;
B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.);
C. Place of incorporation or organization, if applicable;
D. Name and location of major offices and other facilities that relate to the Respondent's performance under the terms of this RFP;
E. Name, address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP;
F. The Respondent's Federal Employer Identification Number;
G. A commitment by the Respondent to provide the services required by Williamson County;
H. 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.);

l. 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 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.

1.4 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.

1.5 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 in accordance with this RFP.

1.6 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.

1.7 Delivery of Proposals

Williamson County uses BidSync to distribute and receive bids and proposals Bids can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Proposals and Proposal addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFP, to:
Williamson County Purchasing Department
Attn: **PROPOSAL NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.
Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
Respondent should submit **one (1) original, two (2) paper copies** and **one (1) CD or (1) USB** 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, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Bid Enclosed."

2.0 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.

2.1 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.

2.2 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.

2.3 Proposal Preparation Cost

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

2.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8 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.

2.9 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.

2.10 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.

2.11 Responsibility

It is expected that a Respondent will be able to affirmatively demonstrate Respondent's responsibility. 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.

2.12 Purchase Orders

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

2.13 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.

2.14 References

Williamson County requires Respondent to supply a list of at least three (3) references **within the last 4 years** 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.

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 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.

3.2 Terms and Conditions

3.2.1 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.

3.2.2 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.

3.2.3 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.

3.2.4 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.

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. 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.

3.2.6 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.

3.2.7 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.

3.2.8 Termination

3.2.8.1 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.

3.2.8.2 Termination for Convenience: Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon ninety (90) 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.

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 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.

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 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.

3.2.11 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.

3.2.12 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).

3.2.13 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.

3.2.14 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.

3.2.15 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.

3.2.16 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.

3.2.17 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.

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 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.

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
Max Bricka, 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.

3.2.22 Sales and Use Tax Exemption

Williamson County is a 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 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.

3.2.24 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.

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 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.

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 for which County is obligated to levy, pledge, or collect any 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 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.

3.2.28 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.

3.2.29 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.

3.2.30 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.

3.2.31 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.

3.2.32 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.

3.2.33 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.

3.2.34 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.

3.2.35 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.

THE RESPONDENT'S PROPOSAL SHOULD INCLUDE A SAMPLE CONTRACT, ANY OR ALL ADDITIONAL AGREEMENTS OR TERMS AND CONDITIONS AT THE TIME THE RESPONDENT'S PROPOSAL IS SUBMMITTED USING SEPARATE ATTACHED DOCUMENTS FOR THE COUNTY'S REVIEW AND CONSIDERATION.

3.2.36 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.

3.2.37 Confidentiality

Respondent expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

PROPOSAL AFFIDAVIT

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

STATE OF_____ COUNTY OF_____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of_____, on this

day personally appeared_____(*Name of Signer*), who after being by me duly sworn, did depose and say:

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

of/agent for_____(*Name of Respondent*) and have been duly

authorized to execute the foregoing on behalf of the said_

(*Name of Respondent*).

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

Name and Address of Respondent:

_____

Fax: _____ Telephone#:_____

By: _____ Printed Name: _____

Title: _____

SUBSCRIBED AND SWORN to before me by the above-named_____

_____on this the_____day of__, 20_

_____.

_____

Notary Public in and for

The State of _____

Question and Answers for Bid #1506-006 - Landscape Services for Williamson County Parks

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **41.**

Meeting Date: 07/14/2015

Advertise Limestone Rock Asphalt

Submitted For: Max Bricka **Submitted By:** Connie Singleton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for Limestone Rock Asphalt, Bid #1506-008.

Background

This bid is for Limestone Rock Asphalt per Item 330, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2004 for Williamson County Road and Bridge.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet Limestone Rock

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	07/07/2015 11:21 AM
County Judge Exec Asst.	Wendy Coco	07/08/2015 11:46 AM
Form Started By: Connie Singleton		Started On: 06/25/2015 03:18 PM
Final Approval Date: 07/08/2015		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION *Bid Number* 1506-008

Bid Title Limestone Rock

BIDS MUST BE RECEIVED ON OR BEFORE:
Bid End Date and Time August 5, 2015 3:00

BIDS WILL BE PUBLICLY OPENED:
Bid End Date and Time August 5, 2015 3:00

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Specifications for this Bid may be obtained from www.bidsync.com

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

BIDS MAY BE MAILED OR DELIVERED TO:

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, TX 78626

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. 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. Bids will be publicly opened and read aloud in the Williamson County Purchasing Department at the time and date indicated above.

Bidders are invited to attend the sealed Bid opening. If mailed or delivered in person, submit Bid package with the Bid number, Bid name, Name and Address of Bidder, and the Date of the Bid opening marked on the outside of the envelope. Bidders should enclose one (1) original, and one (1) copy of their Bid on CD (or other

portable storage device) to the address listed above.

All submitted questions with their answers will be posted and updated on www.bidsync.com

It is the Bidder's responsibility to review all documents in Bidsync including any addenda that may have been added after the document packet was originally released and posted. Any addenda and/or other information relevant to the IFB will be posted on www.bidsync.com. The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

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. Bidders are strongly encouraged to carefully read the entire IFB. Williamson County will NOT be responsible for unmarked or improperly marked envelopes. Facsimile transmittals will NOT be accepted.

1506-008
Limestone Rock Asphalt

Number	**1506-008**
Title	**Limestone Rock Asphalt**
Start Date	**In Held**
End Date	**Aug 5, 2015 3:00:00 PM CDT**
Question & Answer End Date	**Jul 30, 2015 5:00:00 PM CDT**
Contact	**Connie Singleton** **512-943-1553** **Csingleton@wilco.org**
Contract Duration	**1 year**
Contract Renewal	**2 annual renewals**
Prices Good for	**90 days**
Comments	**Williamson County is seeking qualified companies to provide Limestone Rock Asphalt per Item 330, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2004.**

Item Response Form

Item **1506-008--01-01 · Please attach all required bid documents to this line item!**

Quantity **1 ton**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

Road and Bridge
3151 S. E. Inner Loop
Suite B
Georgetown TX 78626
Qty 1

Description

Please attach all required bid documents and PRICE SHEET to this line item!

GENERAL NOTES, TECHNICAL SPECIFICATIONS AND SPECIAL PROVISION

LIMESTONE ROCK ASPHALT

General Information

Williamson County is seeking qualified companies to provide Limestone Rock Asphalt per Item 330, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2004.

Quantities shown are estimated quantities. The actual quantity 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. Items will be ordered on an "As Needed" basis.

Williamson County reserves the right to award the bid in whole to one Successful 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, tertiary, and/or subsequent award may be made for this bid by the County.

It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the Successful Bidder(s) during the term of this Contract, the County reserves the right to purchase the item(s) from vendors from other than the Successful Bidder(s) and shall not be in violation of any terms or conditions of said contract.

It is Williamson County's intent to pick up product at the Successful Bidder(s)' site and evaluation will be based upon unit pricing for pickup.

There may be instances where, due to the location of the project, Williamson County may request goods to be delivered to the project site. Please quote your transportation cost in the designated sections of the Bid form for future reference. Items delivered are to be Free On Board to final destination (FOB Destination) with all transportation charges, if applicable, to be included in the price. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

Definition of Terms

County: Williamson County Road and Bridge Division acting by and through Williamson County

Contractor: Successful Bidder of the attached Invitation for Bid

Engineer: Director of Williamson County Road and Bridge Division

Inspector: Employee of Williamson County supplied full time to the Contractor's crew for the selection, prosecution, and quality control of the work. Should the work, as well as the geographical location, allow, the County may supply one foreman for multiple crews.

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

BRSQC: The Texas Department of Transportation Bituminous Rated Source Quality Catalog.

AQMP: The Texas Department of Transportation Aggregate Quality Monitoring Program.

CST/M&P: The Texas Department of Transportation Construction Division, Materials and Pavement Section.

DMS - 9210: The Texas Department of Transportation Departmental Materials Specification for Limestone Rock Asphalt.

Department: Williamson County Road and Bridge Division

Control of Materials

Source Control. Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be re-inspected.

Material Quality. Correct or remove materials that fail to meet the Contract requirements. Contractor is responsible for cost incurred if additional sampling and testing is required by a change of source. Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.

If the Contractor does not comply with this Article, the County may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from invoice.

Manufacturer Warranties. Transfer to the County warranties and guarantees required by the Contract or received as part of normal trade practice.

Plant Inspection and Testing. The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements. Materials produced under County inspection are for County use only unless released in writing by the Engineer.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- Continuous production of materials for County use is necessary

due to the production volume being handled at the plant; and
- The lighting is adequate to allow satisfactory inspection.

General Notes

All work performed and all products furnished under the provision of the Contract shall comply with requirements which pertain to the various items of work included herein as *Standard Specifications for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted June 1, 2004, and as amended and/or updated, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TxDOT specifications, the specification set out herein shall control and govern.

Successful bidder shall comply with insurance requirements dictated within this contract.

Do not park vehicles where driver sight distance to businesses and side street intersections is obstructed. If it is necessary to park where drivers' views are blocked, Successful bidder shall make every effort to flag traffic accordingly. Give the travelling public first priority.

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

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

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

Successful Bidder's vehicles shall not be maintained on-site during construction, except at designated maintenance sites as approved by the Foreman.

ITEM 330 – Limestone Rock Asphalt Pavement

The Successful Bidder shall submit a job mix formula report and results of all tests that represent the material to be delivered and meets the requirements of tables 3, 4 and 5.

Successful Bidder to provide Type I LRA, SAC B

The Specifications shall be amended by Special Provision 330-001 below:
Special Provision 330-001 Section 330.4 (A) and 330.5 are voided.

DMS-9210 Section 9210.3 (A) "Field office and Inspection Laboratory" and Section 9210.5 in its entirety are voided as long as contractor is meeting those section requirements through the normal course of business with The Texas Department of Transportation.

SPECIAL PROVISION

330---001

Limestone Rock Asphalt Pavement

For this project, Item 330, "Limestone Rock Asphalt Pavement," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 330.2. Materials is voided and replaced by the following:

A. **LRA Mixture.** Furnish LRA according to DMS-9210 of the type, grade, and surface aggregate classification shown on the plans.

B. **Tack Coat.** Unless otherwise shown on the plans or approved, furnish CSS-1H, SS-1H, or a performance-graded (PG) binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions." Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use. If required, verify that emulsified asphalt proposed for use meets the minimum residual asphalt percentage specified in Item 300.
The Engineer will obtain at least one sample of the tack coat per project and test the sample for specification compliance. The Engineer will obtain the sample from the asphalt distributor, immediately before use.

Article 330.3 Equipment is voided and replaced by the following:

Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

Article 330.4 Construction, Section A. QCP is voided and replaced by the following:

A. **Quality Control Plan (QCP**). Develop a written QCP and submit to the Engineer for approval prior to beginning production. Follow QCP in detail. Obtain approval from the Engineer for changes to the QCP made during the project. The Engineer may suspend operations if the Contractor fails to comply with the QCP.
Include the following items in the QCP:

1. **Project Personnel.** For project personnel, include:
   - a list of individuals responsible for quality control with authority to take corrective action and
   - contact information for each individual listed.

2. **Loading and Transporting.** For loading and transporting, include:
   - type and application method for release agents and
   - truck and rail car loading procedures to avoid segregation.

3. **Placement and Compaction.** For placement and compaction, include:
   - proposed arrangements for any required prepaving meetings, including dates and locations;
   - type and application method for release agents in the paver and on rollers, shovels, lutes, and other utensils;
   - procedures for the transfer of mixture into the paver while avoiding segregation and preventing material spillage;
   - process to balance production, delivery, paving, and compaction to achieve continuous placement operations;
   - paver operations (e.g., operation of wings, height of mixture in auger chamber) to avoid physical and thermal segregation and other surface irregularities; and
   - procedures to construct quality longitudinal and transverse joints.

Article 330.4 Construction, Section B. Stockpiling of Aggregates and LRA is voided and replaced by the following:

B. Stockpiling of LRA. If storing LRA at the project site, provide a smooth and well-drained area, cleared of trash, weeds, and grass. Stockpile, handle, and load LRA in a manner that will minimize aggregate degradation and segregation. Avoid contamination and mixing of stockpiles. The Engineer may reject stockpiled materials that come in contact with the earth or other objectionable material.

Article 330.4 Construction, Sections C. Storage and Heating of Fluxing Material, D. Job-Mix Formula, and E. Mixing are deleted and remaining Sections renumbered accordingly.

Article 330.5. Measurement is voided and replaced by the following.

LRA pavement will be measured by the ton of composite LRA pavement of the type actually used in the completed and accepted work in accordance with the plans and specifications for the project. Measure on scales in accordance with Item 520, “Weighing and Measuring Equipment.” Keep records on tare weight, gross weight, and net weight of the LRA paving mixture for each load of the same type of mixture. The Construction Division will measure and report the moisture content of the LRA paving mixture used to determine payment at the plant. All water and light hydrocarbon volatiles in the mixture, in excess of 6.0% by weight at the time of weighing, will be deducted from the net weight to determine the quantity for payment.

DMS - 9210
LIMESTONE ROCK ASPHALT (LRA)

EFFECTIVE DATE: MARCH 2010

9210.1. Description. This specification governs the production, quality control, and quality assurance of native limestone rock asphalt (LRA) aggregate used for surface treatments and of cold mixed material consisting of native LRA aggregate, fluxing material, water, and when specified, additives and virgin aggregates.

Perform the quality control of LRA according to the production testing frequency established in this specification. The Department will perform quality assurance.

9210.2. Units of Measurements. The values given in parentheses (if provided) are not standard and may not be exact mathematical conversions. Use each system of units separately. Combining values from the two systems may result in nonconformance with the standard.

9210.3. Equipment.

A. Field Office and Inspection Laboratory. Field office and inspection laboratory furnishings and equipment will be subject to approval. As directed, maintain, repair, or replace the building and equipment immediately, if either the building or equipment becomes inadequate for its intended use. Provide a field office and inspection laboratory with the following:

- controlled access with security measures controlled by CST/M&P,
- unrestricted internet access,
- ceilings at least 8-ft. high,
- square footage as approved by CST/M&P,
- adequate heating, ventilation, and air conditioning system,
- adequate electrical outlets,
- a sink with hot and cold running water,
- windows,
- impervious floor covering,
- sufficient ventilation for testing equipment, and
- restroom facilities that include:
  - a flush toilet,
  - a sink with hot and cold running water,
  - a sewer or septic tank with connections, and
  - adequate rest room supplies.

B. Mixing Equipment. Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement." Use either weigh-batch or continuous mixing plants to produce pre-coated LRA aggregates, Type I LRA mixture, or Type II LRA mixture. The following requirements are modifications or additions to those in Item 320.

1. Weigh-Batch Plants.

a. Screening and Proportioning. Provide a sufficient number of bins and screens to adequately proportion the materials.

b. Fluxing Material Measuring System. Provide a fluxing material measuring device in the fluxing material line leading to the mixer to accurately determine the accumulated amount of fluxing material. Make permanent provisions for checking the accuracy of the meter output. Provide scales to hold and weigh flux for one batch.

c. Mixer. Equip the mixer with a spray bar that will distribute the fluxing material quickly and uniformly throughout the mixer.

2. Continuous Mixing Plants.

a. Screening and Proportioning. Provide a sufficient number of bins and screens to adequately proportion the materials. These requirements also apply to stockpiled material proposed for direct use by a continuous mixing plant without the use of plant bins.

b. Fluxing Material Measuring System. Place a fluxing material measuring device in the fluxing material line leading to the mixer to accurately determine the accumulated amount of fluxing material. Make permanent provisions for checking the accuracy of the meter output.

c. Mixer. Provide a continuous type mixer large enough to produce not less than 40 tons of mixture per hour. Equip the mixer with a spray bar that will distribute the fluxing material quickly and uniformly throughout the mixer.

9210.4. Materials.

A. LRA Aggregates for Surface Treatments. Provide LRA aggregates for surface treatments of the type, grade, and surface aggregate classification (SAC) shown on the plans or purchase order in accordance with the material requirements of Item 302, "Aggregates for Surface Treatments."

B. Type I LRA and Type II LRA Mixtures. Type I LRA mixture consists entirely of native LRA aggregate, flux material, water, and additives. Type II LRA mixture consists of a blend of native LRA aggregate, virgin aggregates, fluxing material, additives, and water.

Provide LRA mixtures of the type, grade, and SAC shown on the plans or purchase order and in accordance with the following requirements.

1. Component Material Properties.

a. Aggregate. Furnish aggregates from sources that conform to the requirements shown in Table 1 and as specified in this Section, unless otherwise shown on the plans. Provide aggregate stockpiles that meet the definition in this Section for either a coarse aggregate or fine aggregate. Supply mechanically crushed gravel or stone aggregates that meet the definitions in Tex-100-E. CST/M&P will designate the plant or the quarry as the sampling location. Samples must be from materials produced for the project. The Engineer will establish the SAC and CST/M&P will perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1 and document all test results. CST/M&P may run tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately.

(1) Coarse Aggregate. Coarse aggregate stockpiles must have no more than 20% material passing the No. 10 sieve. Provide aggregates from sources listed in the Department's Bituminous Rated Source Quality Catalog (BRSQC). Provide non-listed sources only when tested by CST/M&P and approved before use. Allow 30 calendar days for CST/M&P to sample, test, and report results for non-listed sources.

Provide coarse aggregate with a minimum SAC as shown on the plans. SAC requirements apply only to aggregates used on the surface of travel lanes, unless otherwise shown on the plans. The SAC for sources on the Department's Aggregate Quality Monitoring Program (AQMP) is listed in the BRSQC.

When a Type II LRA mixture is specified, Class B aggregate may be blended with Class A aggregate in order to meet requirements for Class A materials. When blending Class A and B aggregates to meet a Class A requirement, ensure that at least 50% by weight or volume of the material retained on the No. 4 sieve comes from the Class A aggregate source. Blend virgin aggregate with native LRA aggregate in the percentages shown in Table 4. When blending, do not use Class C aggregates.

(a) LRA Aggregate. Native LRA aggregate consists of limestone impregnated with naturally occurring asphalt. LRA aggregates that contain less than 1% of naturally occurring asphalt are defined as white rock. Each aggregate source proposed for use will be sampled and tested to determine compliance with Table 1 requirements before the addition of fluxing material, additives, and water.

(b) Virgin Aggregate. Provide virgin aggregates that meet the requirements of Table 1. Each aggregate source proposed for use will be sampled and tested to determine compliance with Table 1 requirements before the addition of fluxing material, additives, and water.

(2) Fine Aggregate. Fine aggregate stockpiles must have no more than 30% material retained on the No. 10 sieve. Supply fine aggregates that are free from

organic impurities. CST/M&P may test the fine aggregate in accordance with Tex-408-A to verify that the material is free from organic impurities. Use only fine aggregates generated by the production and handling of LRA or the virgin coarse aggregate. Use LRA fine aggregate that has a naturally impregnated bitumen content of 5.0 to 8.5% when tested in accordance with Tex-236-F.

If 10% or more of the stockpile is retained on the No. 4 sieve, test the stockpile and verify that it meets the requirements in Table 1 for Coarse Aggregate Angularity (Tex-460-A) and Flat and Elongated Particles (Tex-280-F).

Table 1a.

Aggregate Quality Requirements for LRA used in Surface Treatments (Item 302)

Property	Test Method	Native LRA Aggregate Requirement
SAC	AQMP	As shown on the plans
Deleterious material[1], %, Max	Tex-217-F, Part I	2.0[1]
Decantation, %, Max	Tex-406-A	1.5
Flakiness Index, Max	Tex-224-F	17[2]
Los Angeles abrasion, %, Max	Tex-410-A	40[2]
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	25
Micro-Deval abrasion[3], %, Max	Tex-461-A	Note 3
Naturally impregnated bitumen content, total combined gradation, % by wt.	Tex-236-F	4.0 to 7.0
White Rock Count[4], % by Wt.	Tex-220-F	15–35

1. Deleterious material includes iron pyrites.
2. Unless otherwise shown on plans.
3. Not used for acceptance purposes. Used by CST/M&P as an indicator of the need for further investigation.
4. White rock count applies to aggregate retained on the #4 sieve.

Table 1b.

Aggregate Quality Requirements for LRA used in Mixtures (Item 330)

Property	Test Method	Requirement	
		Native LRA Aggregate	**Virgin Aggregate**
Coarse Aggregate			
SAC	AQMP	As shown on the plans	A
Deleterious material, %, Max	Tex-217-F, Part I	1.5	1.5
Decantation, %, Max	Tex-406-A	N/A	1.5
Micro-Deval abrasion, %, Max	Tex-461-A	Note 1	Note 1
Los Angeles abrasion, %, Max	Tex-410-A	40[2]	25
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	30	25
Coarse aggregate angularity, 2 crushed faces, %, Min	Tex-460-A, Part I	N/A	85[3]
Flat and elongated particles @ 5:1, %, Max	Tex-280-F	N/A	10
Combined Aggregate[4]			
Naturally impregnated bitumen content, total combined gradation, % by wt.	Tex-236-F	5.0 to 8.5	N/A

1. Not used for acceptance purposes. Used by CST/M&P as an indicator of the need for further investigation.
2. Unless otherwise shown on the plans.
3. Unless otherwise shown on the plans. Only applies to crushed gravel.
4. Aggregates, without added mineral filler or additives, combined as used in the job mix formula (JMF).

b. Fluxing Material. Provide fluxing material, composed of flux oil (a blend of asphalt and oil) or a blend of flux oil and aromatic oil, meeting the requirements of Table 2. When required by CST/M&P, provide a test report showing that the fluxing material meets the requirements of Table 2. Use fluxing material in the paving mixture to provide materials that remain workable in a stockpile for at least 6 months.

Table 2
Fluxing Material Properties

Property	Material	Flux Oil		Aromatic Oil	
	Test Procedure	Min	Max	Min	Max
Kinematic viscosity, 140°F, cSt	T 201	60	200	–	150
Loss on heating, % by wt.	T 47	–	10	–	12
Water, %	T 55	–	0.2	–	0.2
Flash point, C.O.C., °F	T 48	200	–	135	–

c. Water. Provide water that meets the requirements of Item 204, "Sprinkling."

d. Additives. When shown on the plans, use the type and rate of additive specified. Other additives that facilitate mixing or improve the quality of the mixture may be allowed when approved. Approved additives must be listed in the Quality Control Plan (QCP) as specified in Article 9210.5.A.

If lime is specified or selected for use as an antistripping agent, add only to the virgin aggregate in accordance with Item 301, "Asphalt Antistripping Agents." If a liquid antistripping agent is used, add in accordance with Item 301. Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream, unless the plant has a baghouse or dust collection system that re-introduces the lime back into the drum.

C. Precoating. When shown on the plans, precoat aggregate uniformly and adequately with asphalt material to the satisfaction of the Engineer. When shown on the plans, specific aggregates may be prohibited from being precoated. Do not precoat LRA aggregate that contains visual surface moisture or excessive quantities of fines. Meet the requirements of Tables 2 and 3 before precoating. Furnish precoated aggregate that spreads uniformly using approved mechanical spreading equipment.

The Engineer will reject precoated aggregate that contains more than 0.5% passing the No. 40 sieve as determined by Tex-200-F, Part I.

1. Asphalt Material. Precoat the aggregates with asphalt material that meets the requirements of Item 300, "Asphalts, Oils, and Emulsions." Precoat the LRA with flux oil meeting the requirements of Item 330, "Limestone Rock Asphalt Pavement." Unless a specific precoat material is specified on the plans, use any asphalt material that meets the requirements of Item 300.

D. Completed Mixture Properties. Provide completed LRA mixtures meeting the requirements of Tables 3, 4, and 5 for the Type, Grade, and SAC shown on the plans or purchase order.

Table 3

Master Grading per Tex-200-F, Part I, % Cumulative Retained by Weight

Sieve Size	Type I						Type II			
	Grade						Grade			
	AA Coarse Base	A Medium Base	B Fine Base	C Coarse Surface	CC Medium Surface	D Fine Surface	BS Surface	CS Medium Surface	DS Fine Surface	FS Thin Surface
1-1/2"	0	–	–	–	–	–	–	–	–	–
1-1/4"	0–10	–	–	–	–	–	–	–	–	–
1"	–	0	–	–	–	–	–	–	–	–
7/8"	15–30	0–10	–	–	–	–	–	–	–	–
3/4"	–	–	–	–	–	–	0	–	–	–
5/8"	–	5–15	0	–	–	–	0–2	0	–	–
1/2"	–	–	0–2	0	0	–	0–10	0–2	0	–
3/8"	25–45	25–35	5–15	0–2	0–2	0	10–25	0–10	0–2	0
1/4"	–	–	–	–	–	0–5	–	–	–	–
#4	45–60	50–60	45–60	35–50	35–50	10–25	40–55	35–55	10–25	0–15
#10	60–75	65–75	60–75	65–80	50–65	50–65	60–75	60–75	50–65	35–60

Table 4

Mixture Components % by Weight

Mixture Component							Type I		Type II	
							Grade		Grade	
	AA Coarse Base	A Medium Base	B Fine Base	C Coarse Surface	CC Medium Surface	D Fine Surface	BS Surface	CS Medium Surface	DS Fine Surface	FS Thin Surface
White rock[1]	N/A	15–35	15–35	15–35	15–35	15–35	15–35	15–35	15–35	N/A
LRA	96–98	96–98	96–98	96–98	96–98	96–98	72–80.5	72–80.5	72–80.5	36.5–63.5
Virgin aggregate	N/A	N/A	N/A	N/A	N/A	N/A	18–25	18–25	18–25	35–60
Flux material	2.0–4.0	2.0–4.0	2.0–4.0	2.0–4.0	2.0–4.0	2.0–4.0	1.5–3.0	1.5–3.0	1.5–3.0	1.5–3.5

1. White rock values are given as a percentage of total LRA aggregate.

Table 5

Mixture Properties

Property	Test Method	Requirement
Hveem stability, min	Tex-208-F	35[1]
Laboratory-molded density, %	Tex-207-F	89.0 ±2
Theoretical maximum specific gravity of bituminous mixtures	Tex-227-F	N/A
Bitumen content, % by wt.	Tex-236-F	6.5 to 11.0
Water and light hydrocarbon volatiles, %, max	Tex-212-F, Part II	6.0
Boil test, %	Tex-530-C	10[2]

1. Cease operations if two consecutive tests fail. CST/M&P may waive this requirement if other information indicates that the next material to be produced will meet the minimum value specified.
2. May be increased or eliminated when directed by CST/M&P.

9210.5. Production Operations. All plant facilities and materials used are subject to inspection or testing by CST/M&P at any time during production or use. Provide safe access for Department personnel to perform inspection and sampling. Quality control is solely the responsibility of the Producer, and the Department will not perform quality control for the Producer.

A. QCP. Develop a QCP and submit a written QCP to CST/M&P for approval prior to the beginning of production. Follow the QCP in detail. Obtain approval from CST/M&P for changes to the QCP made during production. CST/M&P may suspend operations if the Contractor fails to provide or comply with the QCP.

Include the following items in the QCP for LRA surface treatment aggregate and LRA mixtures as appropriate.

1. **Project Personnel.** For project personnel, include:
   - a list of individuals responsible for quality control with authority to take corrective action and
   - contact information for each individual listed.
2. **Material Delivery and Storage.** For material delivery and storage, include:
   - the sequence of material processing, delivery, and minimum quantities to assure continuous plant operations;
   - aggregate stockpiling procedures to avoid contamination and segregation;
   - frequency, type, and timing of LRA and aggregate stockpile testing to assure conformance of material requirements before mixture production;
   - flux oil for use in the LRA mixture;

- aromatic oil for use in the LRA mixture; and
- additive for use in the LRA mixture.

3. **Production.** For production, include:
   - loader operation procedures to avoid contamination in cold bins;
   - the number of bins and the aggregate size to be placed in each bin for each type of LRA mixture produced;
   - procedures for calibrating and controlling cold feeds;
   - procedures to eliminate debris and oversized material;
   - procedures for adding and verifying rates of each applicable mixture component (i.e., LRA, white rock, aggregates, flux oil, additives) to minimize the formation of flux balls;
   - procedures for LRA mixture testing to assure conformance of material requirements during production;
   - procedures for reporting job control test results; and
   - procedures to avoid segregation in the silo.

B. Stockpiling of LRA. Provide a smooth and well-drained area, cleared of trash, weeds, and grass. Stockpile, handle, and load LRA in a manner that will minimize aggregate degradation and segregation. Avoid contamination and mixing of stockpiles. CST/M&P may reject stockpiled materials that come in contact with the earth or other objectionable material.

C. Job-Mix Formula for LRA Mixtures. Provide a job-mix formula (JMF) design report for a paving mixture that meets the requirements of Tables 3, 4, and 5. Identify in the report the combined aggregate gradation, the percentage of each material component used in the mixture, and results of all applicable tests. Obtain approval of the JMF before starting production. With approval, the JMF target values may be adjusted as needed within the percentage point tolerances of Table 6 without a laboratory redesign of the mixture. If the adjustments exceed the tolerances shown in Table 6, CST/M&P may require a new mixture design. Adjustments must not exceed the master gradation for the type of mixture specified on the plans.

Table 6

Deviations from Current JMF Target Values

Material	Test Method	Tolerance
Individual % retained for #10 sieves and larger	Tex-200-F, Part I	±5.0
Individual % retained for sieves smaller than #10 and larger than #200		±3.0
% passing the #200 sieve		±2.0
Fluxing material, %	Determined from quantity used	±0.2

D. Production Sampling. Obtain LRA samples at the plant in accordance with Tex-222-F. The sampler will split each sample into two equal portions in accordance with Tex-200-F and label these portions as "Producer" and "CST/M&P." Deliver the samples to the appropriate party's laboratory. Discard unused samples after acceptance of CST/M&P test results.

E. Production Testing. The Producer and CST/M&P must perform production tests in accordance with Tables 7 and 8. Perform production testing in accordance with Table 7 for LRA used for surface treatments. Perform production testing in accordance with Table 8 for LRA mixtures. The Producer has the option to verify CST/M&P's test results on split samples provided by the Producer or CST/M&P.

Unless otherwise directed, CST/M&P will suspend production and cease shipping of materials if the Producer fails to comply with the production testing frequency listed in Tables 7 and 8. Immediately take corrective action if any test result fails to meet the material requirements of Item 302 and this DMS. CST/M&P may suspend production, cease shipping of materials, and require removal of any material transported to a railcar if test results from any two consecutive tests of the same property listed in Tables 7 and 8 fail to meet the material requirements.

1. **Certification.** Provide a Level IA certified specialist by the Department-approved hot-mix asphalt certification program at the plant during production operations to conduct all sampling and testing.

Table 7

Production Testing Frequency for LRA used for Surface Treatments (Item 302)

Description	Test Method	Minimum Producer Testing Frequency	Minimum CST/M&P Testing Frequency[1]
Gradation Cumulative % Retained	Tex-200-F, Part I	Combined Aggregate Sample[2]	
		1 per 300 tons	1 per 3,000 tons
		Precoated Aggregate	
		1 per 1,200 tons	1 per 10,000 tons
Deleterious Material	Tex-217-F, Part I	1 per month, per aggregate (per grade)	1 per month, per aggregate (per grade)
Decantation	Tex-406-A	1 per month, per aggregate (per grade)	1 per month, per aggregate (per grade)
White rock count	Tex-220-F	1 per 600 tons, per aggregate (per grade)	1 per 6,000 tons, per aggregate (per grade)
Flakiness index	Tex-224-F	1 per month, per aggregate (per grade)	1 per month, per aggregate (per grade)
Naturally impregnated bitumen content, % by wt. for combined aggregate	Tex-236-F	1 per 600 tons	1 per 5,000 tons
Micro-Deval abrasion	Tex-461-A	1 per week, per aggregate (per grade)	1 per month
Unit weight	Tex-404-A	1 per 20,000	1 per 20,000

1. CST/M&P may reduce or waive the sampling and testing requirements based on a satisfactory test history.

2. Combined aggregate sample may contain LRA, white rock, and/or virgin aggregate depending on the grade type.

Table 8

Production Testing Frequency for LRA used in Mixtures (Item 330)

Description	Test Method	Minimum Producer Testing Frequency	Minimum CST/M&P Testing Frequency[1]
Cumulative % Retained (Combined Aggregate Sample[2])	Tex-200-F, Part I	1 per 300 tons	1 per 3,000 tons
Laboratory-molded density	Tex-207-F	1 per week, per mix type[3]	1 per week, per randomly selected mix type[4]
Hveem Stability	Tex-208-F	1 per week, per mix type[3, 5]	1 per week, per randomly selected mix type[4]
Moisture content	Tex-212-F, Part II	1 per week, per mix type	1 per week, per selected mix type[4]
Deleterious material	Tex-217-F, Part I	1 per month, per aggregate (per grade)	1 per month, per aggregate (per grade)
Decantation	Tex-406-A	1 per month, per aggregate[6] (per grade)	1 per month, per aggregate[6] (per grade)
White rock count	Tex-220-F	1 per day, per mix type	1 per week, per mix type
Flakiness index	Tex-224-F	1 per month, per aggregate (per grade)	1 per month, per aggregate (per grade)
Theoretical maximum specific (Rice) gravity	Tex-227-F	1 per week, per mix type[3]	1 per week, per randomly selected mix type[4]
Naturally impregnated bitumen content, % by wt. for LRA material passing the #10 sieve	Tex-236-F	1 per day	1 per week
Naturally impregnated bitumen content, % by wt. for LRA combined aggregate	Tex-236-F	1 per 600 tons	1 per 5,000 tons
Micro-Deval abrasion	Tex-461-A	1 per week, per mix type[3]	1 per month
Unit weight	Tex-404-A	1 per 20,000	1 per 20,000
Kinematic viscosity, 1400F, cSt	T 201	1 per month	1 per month
Heat Loss Test	T 47	1 per month	1 per month

1. CST/M&P may reduce or waive the sampling and testing requirements based on a satisfactory test history.
2. Combined aggregate sample may contain LRA, white rock, and/or virgin aggregate depending on the mixture type.
3. Minimum production of 100 tons required prior to performing test.
4. Mix type randomly selected by CST/M&P at the plant.
5. Deliver molds used to determine laboratory-molded density to CST/M&P for Hveem Stability testing.
6. Decantation is performed on virgin aggregate only that is added to LRA mixtures.

F. Weather Conditions. Produce LRA mixture for Item 330 when the air temperature is 40°F or higher, unless otherwise approved. Precoat aggregate for Item 302 when the air temperature is 50ºF and rising, unless otherwise approved.

G. Reporting. Use Department-provided software to record and calculate all test data.

1. **Production Testing.** CST/M&P and the Producer will provide test results to the other party within 2 working days of performing all required testing. CST/M&P and the Producer will immediately report to the other party any test result that requires production to be suspended or that fails to meet the specification requirements of Item 302 or Item 330. Use the approved communication method (e.g., email, paper copy) to submit test results to CST/M&P. CST/M&P may suspend production if test results are not received within 2 working days of performing all required testing. The Producer may, at their own risk, ship material prior to completing and reporting all required testing and information to CST/M&P. Notify CST/M&P each time this occurs and immediately provide shipment information specified in 9210.5.G.2. Replace material that does not meet the requirements listed in Tables 1b, 2, 3, 4, 5, and 6 shipped at own risk.

   Use the procedures described in Tex-233-F to plot the results of all quality control and quality assurance testing. Update the control charts as soon as test results become available. Make the control charts readily accessible at the field laboratory. CST/M&P may suspend production for failure to update control charts.

2. **Shipment Information.** Use Department-provided software to report shipment information to include the following:
   - Shipment date,
   - Control-Section-Job (CSJ) number,
   - Project number,
   - Requisition/Purchase Order & Item numbers,
   - Maintenance contract numbers,
   - District,
   - County,
   - Highway,
   - Contractor,
   - Delivery destination,
   - Material type,
   - Material quantity, and
   - Railcar numbers, if shipped by rail.

   The Producer will provide this information within 1 working day of shipment. CST/M&P may suspend production for failure to report shipment information.

SPECIAL PROVISIONS
LIMESTONE ROCK ASPHALT

Contract Administration

J. Terron Evertson P.E. Williamson County Director of Road & Bridge Division (or successor) at 3151 SE Inner Loop Ste. B Georgetown, TX, shall serve as Williamson County's **Contract Administrator** with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing Agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Bidder.

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 Williamson 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	$ 500,000	$ 500,000

Aggregate policy limits: $1,000,000

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

COVERAGE	PER PERSON	PER
Bodily injury (including death) Property	$500,000 $500,000	$500,000 $500,000

Aggregate policy limits: $1,000,000

E. Comprehensive automobile and auto liability insurance (covering owned vehicles):

COVERAGE	PER PERSON	PER
Bodily injury (including death) Property	$500,000 $500,000	$500,000 $500,000

Aggregate policy limits: $1,000,000

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

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

Successful Bidder shall not commence any work until it has obtained all required insurance and such insurance has been approved by Williamson 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 Williamson County. Approval of the insurance by Williamson 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 Williamson 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 WILLIAMSON COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the Williamson 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 Williamson 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.

3.2.1 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 Williamson 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, 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.

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.

Bidder References

List the **last (3) companies or governmental agencies,** where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:
City or County

Contact Name: Title:

Phone: Email: Contract Dates:
Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:
City or County

Contact Name: Title:

Phone: Email: Contract Dates:
Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:
City or County

Contact Name: Title:

Phone: Email: Contract Dates:
Contract Value: $

Scope of Work:

For Bidder or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

2. Check this box is you are filing an update to a previously filed questionnaire.

☐

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

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?

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?

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?

D. Describe each affiliation or business relationship:

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

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the evaluation of the Bid.

☐ I will offer the quoted prices to all authorized entities during the term of the contract.

☐ I will not offer the quoted prices to all authorized entities.

1.0 BID FORMAT AND SUBMISSION

1.1 Organization of Bid Contents for Submittal

Each Bid should be organized and items submitted in the order described in of this IFB.

1.2 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/langu age/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 this IFB.

1.3 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.

1.4 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 this IFB.

1.5 Delivery of Bids

Williamson County uses BidSync to distribute and receive bids and proposals Bids can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope 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 NAME AND NUMBER**
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 their Bid on CD (or other portable storage device). 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, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."

2.0 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.

2.1 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.

2.2 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.

2.3 Bid Preparation Cost

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

2.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8 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.

2.9 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, 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 BidsIt 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

2.10 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.

2.11 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.

2.12 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.

2.13 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.

2.14 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 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 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 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 liable 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

Williamson 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 Williamson 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 or services not specifically described or required in the IFB, but 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 Williamson County's satisfaction. In the event of such non-performance, Williamson 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 Williamson County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse Williamson County, within ten (10) calendar days of demand, for all costs incurred by Williamson 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 Williamson County as set out in this provision, Williamson 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 Williamson 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. Williamson 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, Williamson 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 the sole 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 PER 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 Williamson 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 Williamson County in the results of the work only. Williamson 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. Williamson 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 Williamson 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 Williamson 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, sex, religion 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 IFB 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 Williamson County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

3.2.24 Incorporation of Schedules, Exhibits, Appendices & Attachments

All of the Schedules, Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. All of the Schedules, Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the contract documents will be resolved at the sole discretion of the Williamson County Commissioners Court.

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 a 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 Williamson County for which Williamson County is obligated to levy, pledge, or collect any 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 Williamson 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 Williamson County informed of the progress and quality of the services. Successful Bidder agrees and acknowledges that Williamson 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 Williamson County in accordance with Williamson 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 Williamson County nor shall the Successful Bidder be released from any liability by reason of such approval by Williamson County, it being understood that Williamson 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. Williamson County is not obligated to purchase any minimum amount, and Williamson 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 the Special Provisions Section of this 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, Williamson 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 Williamson 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 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 Williamson 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 Williamson County.

3.2.38 Payment

Williamson 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 Williamson 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 Williamson 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 Williamson 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, Williamson County shall notify Successful Bidder of the error not later than the twenty first (21st) day after the date Williamson 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 Williamson 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) Williamson 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 Special Provisions section of this IFB. 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 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.

3.2.40 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.

3.2.41 Insurance Requirements

To the extent applicable Insurance information will appear in the Special Provisions section of this IFB.

3.2.42 Bidders Bond, Warranty Bond, Performance and Payment Bonds

To the extent applicable Bond information will appear in the Special Provisions section of this IFB.

3.2.42 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.

LIMESTONE ROCK ASPHALT
FOR WILLIAMSON COUNTY ROAD AND BRIDGE

Item #	Item Description	Quantity	Unit	Delivery Site	Unit Pricing Delivered	Unit Pricing Picked Up
1	Limestone Rock Asphalt TX DOT ITEM # 330 SAC **B** **Type AA**	5000	TONS	Taylor		
				Georgetown		
1.1	Limestone Rock Asphalt TX DOT ITEM # 330 SAC **B** **Type A**	5000	TONS	Taylor		
				Georgetown		
1.2	Limestone Rock Asphalt TX DOT ITEM # 330 SAC **B** **Type B**	2000	TONS	Taylor		
				Georgetown		
1.3	Limestone Rock Asphalt TX DOT ITEM # 330 SAC **B** **Type C**	2000	TONS	Taylor		
				Georgetown		
1.4	Limestone Rock Asphalt TX DOT ITEM # 330 SAC **B** **Type D**	4000	TONS	Taylor		
				Georgetown		

BID AFFIDAVIT

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 _____

Question and Answers for Bid #1506-008 - Limestone Rock Asphalt

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **42.**

Meeting Date: 07/14/2015

Award PSA for RFQ 15RFQ105 Brushy Creek Trail-Champion Park Ph II

Submitted For: Max Bricka **Submitted By:** Connie Singleton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding contract for Professional Architectural/Engineering Services for Improvements to Portions of Brushy Creek Regional Trail and Champion Park Phase II Development to Studio 16:19; the firm determined to be most qualified after evaluation of responses received for RFQ #15RFQ105 and authorize the execution of the Professional Service Agreement.

Background

This RFQ was for professional services including but not limited to landscape architectural and engineering services, surveying and construction management and administration for this project. The firm/teams will prepare and design construction plans and specifications to include, but not limited to, improvements to trail drainage, embankments stabilization, trail surface (decomposed granite gravel) re-grading and stabilization, trail amenity improvements, additional retaining walls construction, existing retaining wall systems improvements, additional parking, additional pavilion(s), additional shade structures, improvements to shade structures, play area additions and improvements, and re-purposing splash pad operations.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Evaluation

Agreement Studio 16 19

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	07/07/2015 04:03 PM
County Judge Exec Asst.	Wendy Coco	07/08/2015 11:46 AM
Purchasing (Originator)	Kerstin Hancock	07/08/2015 12:57 PM
Form Started By: Connie Singleton		Started On: 07/06/2015 01:40 PM
Final Approval Date: 07/08/2015		

OFFICE MEMORANDUM

Date: July 1, 2015

COORDINATION — ROUTING			
Dept.	Name	Initial	Date
Purchasing	Kerstin Hancock	cc	July 1, 2015
Purchasing	Connie Singleton	cc	July 1, 2015

To: Mr. Max Bricka, Purchasing Director

From: Randy Bell, Parks Director Randy Bell

Subject: Improvements to Portions of Brushy Creek Regional Trail and Champion Park Phase II Development

Re: RFQ # 15RFQ105

Remarks:

Return To:

In response to the Request for Qualifications (RFQ), the Purchasing Department received written Statements of Interest and Qualifications from six (6) firms/teams desiring to provide professional services for Improvements to portions of Brushy Creek Regional Trail and Champion Park Phase II Development. Parks Department staff, with Purchasing Department staff overview, evaluated the Statements of Interest and Qualifications according to the criteria contained in the RFQ. On February 23, 2015, and on March 27, 2015 respectively, Parks Department and Precinct 1 staff interviewed the two (2) highest scoring firms/teams: Baker-Aicklen & Associates and Studio 16:19.

All interviewed firms/teams were asked the same questions related to project scope needs which include, but are not limited to preparation of appropriate design and construction drawings, specifications, cost estimates, development of bidding and contract documents and construction management for trail drainage improvements, embankment stabilization, trail surface re-grading and stabilization, additional retaining walls construction, retaining wall systems improvements, additional parking, additional pavilion(s), additional shade structures, improvements to shade structures, play areas improvements/additions, consideration and feasibility of repurposing splash pad operations, and any other items necessary to successfully develop the project.

Responses to interview questions clearly showed that Studio 16:19 would benefit the County the most in this project. The experience and approach to designing and engineering parks and trails of similar size and complexity was in Studio 16:19's favor. Budget constraints, construction management skills, and contractor clarity are key components of a quality project with Studio 16:19 staff. Their vision and understanding of challenges, constraints, and opportunities was very impressive, along with consideration of resources and facilities, trail user components, and long term maintenance requirements. References were very favorable, and each would recommend the services of Studio 16:19 in future projects in their respective areas.

Responses to interview questions from Baker-Aicklen & Associates were also very positive. However, staffing limitations were a major consideration in their ability to fulfill the professional services requirements of this project going forward.

After carefully considering the Statements of Interest and Qualifications and related interview responses, Studio 16:19 meets all RFQ submittal requirements. I recommend contract award of RFQ # 15RFQ105 to Studio 16:19.

A special "thank you" goes to Senior Purchasing Specialist Connie Singleton and to Deputy Purchasing Agent Kerstin Hancock, who were extremely helpful during this process.

Attachment:

Assessment of Written Qualifications

Williamson County Parks & Recreation Department
219 Perry Mayfield
Leander, Texas 78641
512-943-1920
http://parks.wilco.org/

Parks Mission: Our mission is to manage and operate a system of parks that will add quality to life, build community pride and spirit, promote physical fitness and self improvement, evoke an emotional and intellectual response to connections with nature, consider long term open space needs, preserve endangered species, and improve air quality.

Arch/Eng Svc Improve Brushy Creek Reg. Trail/Champion Park
15RFQ105
Summary Evaluation

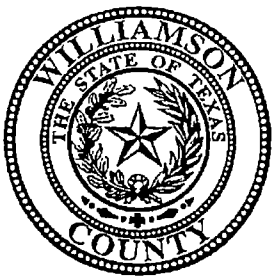
	Evaluation Criteria	Possible Percent	Asacura	Studo 16:19	Hagood	Urban Design	Halff	Baker-Aicklen
1	Basic Qualificatins	5	4.6	5	4.6	4.3	5	5
2	Ability to Perform	15	10.6	13.6	10.3	12.3	12.6	13.3
3	Geographic Proximity	10	6.66	9.6	10	8.3	9.3	10
4	Technical Capabilities	20	14.6	19.3	15.6	16.3	17.6	19
5	Performance History	25	18.3	23	19.3	23	21.3	24.6
6	Proposed Project Approach/Scope	25	18.6	23	19.3	22.3	25	25
	TOTAL POINTS		73.36	93.5	79.1	86.5	90.8	96.9

Williamson Count Purchasing Agents:

Connie Singleton

1-28-15
Date

Evaluation Team



AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES

THIS AGREEMENT FOR LANDSCAPE ARCHITECTURAL 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," Williamson County," or "County," and **studio|16:19,LLC**, hereinafter "Landscape Architect" or "LA."

RECITALS

The County intends to commence Part 1 - Brushy Creek Regional Trail Section Repair (#15RFQ105), hereinafter called the "Project;" and

The County desires that the LA perform certain professional landscape architectural services in connection with the Project; and

The LA represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the County and the LA, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

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ARTICLE 1 INITIAL PROJECT INFORMATION

§ 1.1 This Agreement is based on the Initial Project Information set forth in this Article 1 and/or attached exhibits, if any. The Project may ultimately include the following components:

- Approximately +/- 1,000 linear feet of decomposed granite hike & bike trail reconstruction connecting the WCID Dam #7 Improvements to the Brushy Creek Regional Trail system just prior to the bridge entering Champion Park.

§ 1.2 The County's anticipated dates for commencement of the Project and Substantial Completion of the Project are set forth below:

.1 Commencement of Project date: July 15, 2015

.2 Substantial Completion of Project date: July 15, 2016

§ 1.3 The County and LA may rely on the Initial Project Information. Both parties, however, recognize that such information may materially change and, in that event, the County and the LA shall appropriately adjust the schedule, the LA's services and the LA's compensation.

§ 1.4 The Services covered by this Agreement are subject to an County-approved budget. In the absence of an express provision to the contrary in this Agreement, the LA shall perform the required services in a manner that will render a Cost of the Work (as defined herein) that does not exceed the most current County-approved budget.

§ 1.5 LA represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the Services and perform its obligation under this Agreement and under the Contract Documents. LA further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the above-described Project; (b) the County is relying on LA's representation herein that it possesses sufficient skill, knowledge, experience, and ability to fully perform the Services and its obligations under this Agreement; (c) the LA will assign to this Project qualified individual landscape architects or engineers, as required, and experienced personnel to manage those professionals, as needed, to ensure the quality of performance required herein; and (d) the Basic Services Fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

§ 1.6 Limit of Appropriation. Prior to the execution of this Agreement, LA has been advised by County—and LA 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 $366,534.00 specifically allocated to fully discharge any and all liabilities, including construction costs, which may be incurred by County in bringing the Project to an absolute conclusion, resulting in a complete, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required equipment, all fees and compensation of any sort to the LA and consultants, 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. LA does further understand and agree—said understanding and agreement also being of the absolute essence of this Agreement—that the total maximum compensation that LA may become entitled to hereunder and the total maximum sum, including any amounts for reimbursable expenses, that County shall become liable to pay to LA hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of $73,054.00

ARTICLE 2 LA's RESPONSIBILITIES

§ 2.1 The LA shall provide the professional services as set forth in this Agreement. The LA will provide all professional services necessary for the complete design and construction documentation for the Project. The LA agrees that the Basic Services Fee, stated in Article 11, represents adequate and sufficient compensation for the timely provision of all professional Basic Services (including those of its consulting structural, mechanical, electrical, plumbing, and civil or other consulting engineers, if any) necessary to completely design the Project and prepare Construction Documents that fully indicate the requirements for construction of the Work, whether or not those Services are individually listed or referred to in this Agreement, the only exceptions being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being the "County's responsibility" or "County-provided;" and (2) the cost of those engineering or consulting services that become necessary as a result of an County-directed change in Project scope affecting the LA (and that are subject of a written agreement for Additional Services).

§ 2.2 The LA shall perform its services consistent with the professional skill and care ordinarily provided by landscape architects practicing in the same or similar locality under the same or similar circumstances. The LA shall perform its services expeditiously in accordance with the schedule developed hereunder.

§ 2.2.1 The LA agrees that its design, Construction Documents, and Services shall conform to all federal, state, and local statutes and regulations governing its Services, the Project and the Work. The LA agrees that this duty is non-delegable—and the LA, by signing drawings or preparing Construction Documents to submit to governmental entities for purposes of obtaining building and other governmental permits or approvals, shall be deemed to certify that it has taken reasonable measures to ascertain what codes apply to the Project and has applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the LA's responsibility for compliance of its design, its Construction Documents, and its Services provided with local, state, and federal statutes and regulations including but not limited to those that relate to the ADA or accessibility for the physically-challenged.

§ 2.3 The LA shall identify a representative authorized to act on behalf of the LA with respect to the Project. Once approved by County, the LA's designated representative shall not be changed without the County's written approval.

§ 2.4 Except with the County's knowledge and consent, the LA shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the LA's professional judgment with respect to this Project.

§ 2.5 Insurance. The LA shall maintain all forms of insurance required below, or by the laws in the State of Texas. In addition to professional liability insurance, the LA shall also maintain insurance coverage for comprehensive general liability, automobile liability, and workers' compensation by a carrier satisfactory to the County, which carrier shall be licensed to provide such coverage in the State of Texas, on forms and in amounts that are satisfactory to the County. The LA shall ensure that all of LA's subconsultants engaged or employed by the LA carry and maintain similar insurance covering their respective portions of the Services. The LA and its subconsultants shall submit proof of such insurance to the County before the submittal of the first invoice to the County, at the anniversary date(s) of the submittal, and at any time when a material change in coverage, carriers, or underwriters occurs. The County may require that the proof of coverage be in the form of a true and accurate copy of the policies of insurance, themselves. The maintenance of such coverage shall be a condition precedent to County's obligation to pay under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the County at least 30 days prior to any cancellation, or non-renewal.

.1 General Liability

Each Occurrence	$1,000,000
General Aggregate (other than Prod/Comp Ops Liability)	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Person & Advertising Injury Liability	$1,000,000
Medical	$1,000

- Williamson County shall be named as Additional Insured(s)
- Waiver of Subrogation shall apply in favor of Williamson County
- 30-day notice of cancellation

.2 Automobile Liability

Any one accident or Loss	$1,000,000

- Such coverage shall apply to Owned, Hired, and Non-Owned Automobiles
- Williamson County shall be named as Additional Insured(s)
- Waiver of Subrogation shall apply in favor of Williamson County
- 30 days' notice of cancellation

.3 Workers' Compensation

Workers' Compensation	State Statutory Limits
Employer's Liability	
Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

- A Waiver of Subrogation shall apply in favor of Williamson County
- 30 Days' Notice of Cancellation

.4 Professional Liability

Each Claim	$2,000,000
General Aggregate	$2,000,000

- Any deductibles or self-insured retentions over $75,000 must be declared and approved in writing by Williamson County in advance.

ARTICLE 3 SCOPE OF LA'S BASIC SERVICES

§ 3.1 The LA shall provide those Basic Services described in Article 3, Section 2.1 and Exhibit A (if services in addition to those described in this Article 3 are to be provided as a part of LA's Basic Services), including the usual and customary structural, mechanical, and electrical engineering services, unless specifically provided elsewhere.

§ 3.1.1 The LA shall manage the LA's services, consult with the County, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the County. LA shall also participate in any public hearings requested by County and/or the Williamson County Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

§ 3.1.2 The LA shall coordinate its services with those services provided by the County and the County's consultants. The LA shall be entitled to rely on the accuracy and completeness of services and information furnished by the County and the County's consultants when that information is transmitted by the County to the LA and is designated by County to be reliable. The LA shall provide prompt written notice to the County if the LA becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the LA shall submit for the County's approval a schedule for the performance of the LA's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the County's review, for the performance of the County's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the County, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the LA. With the County's approval, the LA shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The LA shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the LA shall prepare designs and documents in accordance with applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.5 The LA shall assist the County in connection with the County's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The LA shall review the program and other information furnished by the County, and shall review laws, codes, and regulations applicable to the LA's services.

§ 3.2.2 The LA shall prepare a preliminary evaluation of the County's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The LA shall notify the County of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The LA shall present its preliminary evaluation to the County and shall discuss with the County alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches.

§ 3.2.4 Based on the Project's requirements, the LA shall prepare and present for the County's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the County's approval of the preliminary design, the LA shall prepare Schematic Design Documents for the County's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may, if requested by the County, include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The LA shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the County's program, schedule and budget for the Cost of the Work.

§ 3.2.5.2 The LA shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the County's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The LA shall submit to the County an estimate of the Cost of the Work. LA shall provide for the County's approval a written itemized estimate of the Cost of the Work based upon the Schematic Design package produced by the LA, with cost project to the schedule date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the initial County-approved budget, and any County-approved amendments thereto, the LA shall provide a written statement to the County describing the specific reasons for the deviation and suggesting alternative designs or changes that can be made to the design in order to bring the Cost of the Work within the then-current County budget.

§ 3.2.7 The LA shall submit the Schematic Design Documents to the County, and request the County's approval.

§ 3.3 NOT USED

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the County's approval of the Design Development Documents, and on the County's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the LA shall prepare Construction Documents for the County's approval. The Construction Documents shall indicate in detail the materials, systems, and other requirements for construction of the Work.

§ 3.4.2 The LA shall prepare Construction Documents that conform to the requirements of applicable laws, codes, ordinances, regulations, and other requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the LA shall assist the County in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the County and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The LA shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms. **LA acknowledges and agrees that the Conditions of the Contract for Construction (General, Supplementary and other Conditions) must be suitable for use with the form of agreement between the County and Contractor that Williamson County desires to use for the Project and, to the extent the terms of the Conditions of the Contract for Construction and the terms of the County's preferred agreement between the County and Contractor conflict or do not align with one another, LA must resolve all issues contained in the Conditions of the Contract for Construction so the Contract Documents complement one another.**

§ 3.4.4 Upon 75% completion of the Construction Documents, the LA shall provide for the County's approval a written, itemized estimate of the Cost of the Work with cost project to the schedule date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the initial County-approved budget, and any County-approved amendments thereto, the LA shall provide a written statement to the County describing the specific reasons for the deviation and suggesting alternative designs or changes that can be made to the design in order to bring the Cost of the Work within the then-current County budget.

§ 3.4.5 The LA shall submit the Construction Documents to the County, advise the County of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the County's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The LA shall assist the County in establishing a list of prospective contractors. Following the County's approval of the Construction Documents, the LA shall assist the County in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids

or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The LA shall assist the County and the Williamson County Purchasing Department in bidding the Project by

- **.1** procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- **.2** distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- **.3** organizing and conducting a pre-bid conference for prospective bidders;
- **.4** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- **.5** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the County.

§ 3.5.2.3 The LA shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The LA shall assist the County and the Williamson County Purchasing Department in obtaining proposals by

- **.1** procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- **.2** organizing and participating in selection interviews with prospective contractors; and
- **.3** participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the County.

§ 3.5.3.3 The LA shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The LA shall provide administration of the Contract between the County and the Contractor as set forth below and in the Uniform General Conditions for Williamson County.

§ 3.6.1.2 The LA shall advise and consult with the County during the Construction Phase Services. The LA shall have authority to act on behalf of the County only to the extent provided in this Agreement. The LA shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the LA be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The LA shall be responsible for the LA's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 The LA's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the LA issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The LA shall visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the portion of the Work completed, and to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the LA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the LA shall keep the County informed about the progress and quality of the portion of the Work completed, and report to the County (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The LA has the authority to reject Work that does not conform to the Contract Documents and to notify County that LA is rejecting such Work as not conforming to the requirements of the Contract Documents. Whenever the LA considers it necessary or advisable, the LA shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the LA nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the LA to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The LA shall interpret and advise the County of that interpretation on matters concerning performance under, and requirements of, the Contract Documents on written request of either the County or Contractor. The LA's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations by the LA shall be consistent with the requirements indicated in or reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When approved by County in advance, the LA's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless otherwise provided, the LA shall render initial decisions on Claims between the County and Contractor as provided in the Contract Documents or as requested by County.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The LA shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The LA's certification for payment shall constitute a representation to the County, based on the LA's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the LA's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the LA.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the LA has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the County to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The LA shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The LA shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The LA's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the LA's professional judgment to permit adequate review.

§ 3.6.4.2 The LA shall review and approve or take other appropriate action upon the Contractor's submittals (including Shop Drawings, Product Data and Samples, etc.) as necessary to ascertain their conformance with the requirements for the Work as indicated in the Contract Documents. The LA's review shall not be conducted for the purposes of confirming dimensions or quantities in those submittals except to the extent that the Contractor has requested the assistance of the LA to determine certain dimensions because those indicated in the Construction Documents conflict with existing field conditions or because the dimensions in the Construction Documents contain erroneous, inconsistent, or incomplete information or dimensions for which clarification is needed and can be supplied by the LA. The LA's review shall not constitute approval of safety

precautions or, unless otherwise specifically stated by the LA, of any construction means, methods, techniques, sequences or procedures.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the LA shall specify the appropriate performance and design criteria that such services must satisfy. The LA shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the LA.

§ 3.6.4.4 The LA shall review and respond to requests for information about the Contract Documents. The LA shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The LA's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the LA shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The LA shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 Subject to the approval of the County, the LA may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. All authorizations for minor changes in the Work shall be in writing, or confirmed by the LA in writing within 24 hours of authorization of the change. The LA shall, immediately upon authorizing a minor change in the Work, provide written notice to the County thereof, describing the change, and confirming that the change will not affect the Contract Time or the Contract Sum. The LA shall prepare Change Orders and Construction Change Directives for the County's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The LA shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The LA shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the County, for the County's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The LA's inspections shall be conducted with the County to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the LA shall advise the County about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The LA shall forward to the County the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the County against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the County, and prior to the expiration of one year from the date of Substantial Completion, the LA shall, without additional compensation, conduct a meeting with the County to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The County may request Additional Services of the LA. Additional Services will be requested by the County, and confirmed in writing. Should the County request services that the LA believes to be outside the scope of Basic Services, the LA shall, before performing those services, inform the County in writing of the LA's belief that the services requested are Additional Services and shall provide an estimate in writing to the County of the probable total of the Additional Services fees to be incurred in performing the services requested. **The LA shall not proceed to provide Additional Services until the LA receives the County's written authorization following County's receipt of the probable total of the Additional Services fees to be incurred in performing the services requested.**

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the LA, any Additional Services provided in accordance with this Section 4.2 shall entitle the LA to compensation pursuant to Section 11.3 and an appropriate adjustment in the LA's schedule. Upon recognizing the need to perform Additional Services, the LA shall notify the County with reasonable promptness and explain the facts and circumstances giving rise to the need. **The LA shall not proceed to provide Additional Services until the LA receives the County's written authorization.**

ARTICLE 5 COUNTY'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the County shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the County's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. LA and County acknowledge that the information provided is subject to change, but that the Basic Services Fees indicated herein take that change into account.

§ 5.2 The County shall establish and periodically update the County's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the County's other costs; and, (3) reasonable contingencies related to all of these costs. If the County

significantly increases or decreases the County's budget for the Cost of the Work, the County shall notify the LA. The LA shall prepare designs and Construction Documents so that the Project can be built within the County's budget for the Project.

§ 5.3 With respect to any action, decision or determination which is to be taken or made by County with respect to the Project, the County shall identify a representative authorized to take such action or make such decision or determination or the County's representative shall notify LA in writing of an individual or governing body (i.e. Williamson County Commissioners Court) responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual or governing body for response or action. County may change the designated representative upon written notice to the LA; and the County may modify the scope of authority of the designated representative in like manner. The County shall render decisions and approve the LA's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the LA's services. The County's representative shall not have any right to modify, amend or terminate this Agreement or issue authority to LA to perform Additional Services unless otherwise granted such authority by the Williamson County Commissioners Court.

§ 5.4 Where necessary for the LA's performance of the Services, the LA shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The County shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The LA shall coordinate its Services and those of its subconsultants with the services provided by the County or County's separate consultants, if any.

§ 5.7 The County shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, where needed for performance of the Work and where the need is not the result of the LA's negligence or failure to perform.

§ 5.8 The County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the County's needs and interests, where needed for performance of the Work and where the need is not the result, in whole or in part, of the LA's negligence or failure to perform.

§ 5.9 The County shall provide prompt written notice to the LA if the County becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the LA's Instruments of Service, provided nothing in this Agreement shall be construed as to require the County to determine the adequacy, accuracy, or sufficiency of the design, the Construction Documents, or the LA's services.

§ 5.10 The LA shall coordinate the LA's duties and responsibilities set forth in the Contract for Construction with the LA's services set forth in this Agreement. The LA shall perform in a manner consistent with the obligations of the LA as stated in this Agreement and in the Contract Documents. The County shall provide the LA a copy of the executed agreement between the County and Contractor, including the General Conditions of the Contract for Construction.

§ 5.11 The County shall provide the LA access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the LA access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the County to construct all elements of the Project designed or specified by the LA and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the LA, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs.

§ 6.2 The County's budget for the Cost of the Work may be adjusted throughout the Project. Evaluations of the County's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the LA, represent the LA's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the LA nor the County has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions.

§ 6.3 In preparing estimates of the Cost of Work, the LA shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the County's budget for the Cost of the Work. The LA's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

§ 6.4 The LA's estimate of the Cost of the Work shall be projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services.

§ 6.5 If at any time the LA's estimate of the Cost of the Work exceeds the County's budget for the Cost of the Work, the LA shall make appropriate recommendations to the County to adjust

the Project's size, quality or budget for the Cost of the Work, and the County shall cooperate with the LA in making such adjustments.

§ 6.6 If the County's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal for reasons not related to the fault of the LA, the County shall at the County's sole discretion:

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with this Agreement;
- **.4** in consultation with the LA, revise the Project program, scope, or quality as required to reduce the Cost of the Work;
- **.5** instruct the LA to modify its design and the Construction Documents so that the Cost of the Work fall within the County's budget; or
- **.6** implement any other mutually acceptable alternative.

§ 6.7 If the County chooses to proceed under Section 6.6.5, the LA, without additional compensation, shall modify the Construction Documents as necessary to comply with the County's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The LA and the County warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright County of such information or has permission from the copyright County to transmit such information for its use on the Project.

§ 7.2 The LA hereby assigns to the County, without reservation, all copyrights in all Project-related documents, models, photographs and other expression created by the LA. Among those documents are certain "Instruments of Service" including the design drawings and the Construction Documents. The County's obligation to pay the LA is expressly conditioned upon the LA obtaining a valid assignment of copyrights from its subconsultants in terms similar to those that obligate the LA to the County as express in this Article 7, which copyrights the LA, in turn, hereby assigns to County. The County, in return, hereby grants to LA and its subconsultants a revocable, nonexclusive license to reproduce the documents for purposes relating directly to the LA's performance of its obligations under this Agreement, to the LA's archival records, and for the LA's reproduction of drawings and photographs in the LA's marketing materials, provided that the Project-related contents of those materials are approved as requested in Section 7.3 of this Agreement. This nonexclusive license shall terminate automatically upon the occurrence of either a breach of this Agreement by the LA or upon termination of this Agreement. This nonexclusive license granted in this Agreement to the LA may be sub-licensed to the LA's subconsultants (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon LA's assignment of this nonexclusive license to another or its attempt to do so.

§ 7.3 The LA shall obtain similar nonexclusive licenses from the LA's consultants consistent with this Agreement.

§ 7.3.1 To the extent that liability arises from misuse of the Instruments of Service by the County or another architect or engineer, the LA shall not be responsible for that misuse.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. No other Project-related data, expression, or documents may be reproduced by the LA or its consultants for any other purpose without the express written permission of the County.

§ 7.5 If the County subsequently reproduces Project-related documents or creates a derivative work based upon Project-related documents created by the LA, the County shall (where permitted or required by law) remove or completely obliterate the original professional's seal, logo, and other indications on the documents of the identity of the LA or its consultants.

§ 7.6 The LA shall maintain the confidentiality of all Project documents and information and shall not publish or in any way disseminate or distribute any Project-related documents, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written authorization of the County.

§ 7.7 Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of the County. Under no circumstances shall the LA release any material or information developed in the performance of its services hereunder without the express written permission of County.

§ 7.8 No license is granted by this Agreement or otherwise allowing LA or its consultants to reproduce, distribute, modify, display or otherwise use County-related marks, logos, and graphics. The Parties agree that marks, logos, and graphics related to County are valuable intellectual property and that misuse or misappropriation of them will damage the County.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The County and LA shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law. The County and LA waive all claims and causes of action not commenced in accordance with this Agreement.

§ 8.1.2 To the extent damages are covered by proceeds received by the claimant from property insurance, the County and LA waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Uniform General Conditions for Williamson County. The County or the LA, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 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 LA. 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. 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.

§ 8.2 MEDIATION

§ 8.2.1 The County and LA shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement.

§ 8.2.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 All disputes not resolved through mediation shall be resolved through litigation in Williamson County, Texas. However, 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.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 The LA shall give the County 21 days' written notice of the LA's intention to terminate or suspend the Services under this Agreement. The notice shall detail the LA's specific reason(s) for its intended termination or suspension and shall state with specificity the means by which the County may cure the alleged reason.

§ 9.2 If the County fails to make payments to the LA that are otherwise due hereunder, the LA shall give the County 14 days' advanced written notice of its intention to suspend Services. If the County fails to either pay or justify its lack of payment in accordance with the terms of this Agreement, LA may give notice of suspension and suspend the Services five (5) days thereafter. Services shall otherwise be performed continually and expeditiously, including during the pendency of disputes.

§ 9.3 If the County suspends the Project for more than 90 cumulative days for reasons other than the fault of the LA, the LA may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4. This Agreement may be terminated by the County, with or without cause, for the County's convenience upon not less than seven (7) days' written notice to the LA. Should the County terminate this Agreement for cause, but that cause be subsequently found to be insufficient to support termination, the termination shall be deemed one of convenience.

§ 9.5 In the event of termination not the fault of the LA, the LA shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 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 Williamson County, 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.

§ 10.2 Terms in this Agreement shall have the same meaning as those in Uniform General Conditions for Williamson County, unless a contrary definition is set forth here or inferable herefrom.

§ 10.3 The County and LA, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. The Services to be provided by the LA are deemed to be personal in nature and the Architect may not assign its interest or obligations under this Agreement without the written consent of the County.

§ 10.4 If the County requests the LA to execute certificates, the proposed language of such certificates shall be submitted to the LA for review. If the County requests the LA to execute consents, the LA shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the LA for review. The LA shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or LA.

§ 10.6 Unless otherwise required in this Agreement, the LA shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project pursuant to the terms of the Contract Documents. Should the LA become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the County.

§ 10.7 The LA shall have the right to include photographic or artistic representations of the design of the Project among the LA's promotional and professional materials. The LA shall be given access to the completed Project, when approved by County, to make such representations. However, the LA's materials shall not include the County's confidential or proprietary information if the County has previously advised the LA in writing of the specific information considered by the County to be confidential or proprietary.

§ 10.8 If the LA or County receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those

who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. However, to the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

ARTICLE 11 COMPENSATION

§ 11.1 For the LA's Basic Services, the County shall compensate the LA the "not-to-exceed" amount of: Seventy-Three Thousand and Fifty-Four Dollars ($73,054.00)

§ 11.2 For Additional Services designated in Section 4.1, the County shall compensate the LA as follows:

A lump sum amount to be agreed upon, in advance, between County and LA. Alternatively, if approved by County, in advance and in writing, LA's Additional Services shall be based on the hourly rate provided herein below as Exhibit B.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the County shall compensate the LA as follows:

A lump sum amount to be agreed upon, in advance, between County and LA. Alternatively, if approved by County, in advance and in writing, LA's Additional Services shall be based on the hourly rate provided herein below as Exhibit B.

§ 11.4 Compensation for Additional Services of the LA's consultants when not included in Section 11.2 or 11.3, shall be the actual amount invoiced to the LA, or as otherwise stated below.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	$ 23,354.00	percent (	32	%)
Design Development Phase	$ 0.00	percent (	0	%)
Construction Documents Phase	$ 27,200.00	percent (	37	%)
Bidding or Negotiation Phase	$ 4,250.00	percent (	6	%)
Construction Phase	$ 15,750.00	percent (	22	%)
Reimbursables	$ 2,500.00	percent (	3	%)

Total Basic Compensation	$ 73,054.00	percent (100 %)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal falling within the County's budget, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work approved by the County for such portions of the Project. The LA shall be entitled to compensation in accordance with this Agreement for all services performed by the LA in accordance with this Agreement whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for Additional Services performed by the LA and the LA's consultants, if any, are set forth in the attached Exhibit B.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 LA shall be reimbursed for actual non-labor and subcontract expenses incurred directly related to the Project and in the performance of the services under this Agreement strictly in accordance with the Williamson County Vendor Reimbursement Policy, which attached hereto as Exhibit D and is incorporated herein by reference. Reimbursable Expenses are in addition to compensation for Basic and Additional Services.

§ 11.8.2 Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and otherwise fully comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to LA without mark-up.

§ 11.9 LA acknowledges that it has reviewed the Williamson County Vendor Reimbursement Policy in advance of executing this Agreement and that LA hereby agrees to comply with the terms of same.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. On or about the last day of each calendar month during the performance of the LA's Services, the LA shall submit a sworn statement to the County's designated representative, along with timesheets detailing hours worked, receipts detailing expenses incurred, and other support documentation, in a form acceptable to County's Auditor, setting forth the Services provided under this Agreement during such calendar month, the compensation due, plus any amounts requested by LA for Additional Services. In the event that LA's request includes charges based upon hourly billing rates or other rates based upon the amount of time worked by an individual(s), whether employees of LA or LA's subconsultants, the charges shall be accompanied by an affidavit signed by an officer or principal of the LA certifying that the work was performed, it was authorized by County, and that all information contained in the invoice is true and correct.

§ 11.10.2. County's designated representative shall review the LA's invoices within twenty-one (21) days of receipt and approve them, or request modifications consistent with this Agreement. Once County approves the LA's invoice, County shall pay same within thirty (30) days after the Williamson County Auditor receives the approved invoice.

§ 11.10.3 County's payment for goods and services is 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 LA, County shall notify LA 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 LA, LA shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by LA 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, LA 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.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be submitted to the County's designated representative when payment is requested.

§ 11.10.5 Right to Audit. LA agrees to maintain, for a period of seven 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. LA 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 LA which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. LA agrees that County shall have access during normal working hours to all necessary LA 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 LA reasonable advance notice of intended audits.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 The LA shall provide prompt written notice to the County if the LA becomes aware of any defect or omission in the design of the Project or in the Construction Documents, including but not limited to errors, omissions, or inconsistencies in the LA's Instruments of Service.

§ 12.2 LA AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY LA, LA'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH LA INCLUDING, WITHOUT LIMITATION, LA'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH LA EXERCISES CONTROL.

§ 12.3 LA FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM LA'S FAILURE TO PAY LA'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY LA.

§ 12.4 LA FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY LA IN THE PERFORMANCE OF THIS CONTRACT.

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

§ 12.6 IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF LA, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH LA EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN LA IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. LA SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT LA, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES

OVER WHICH LA EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE LA, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH LA EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

§ 12.7 Not Used.

§ 12.7.1 Not Used.

§ 12.8 The Parties 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 will take affirmative steps 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.

§ 12.9 The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, 512/305-9000, www.tbae.state.tx.us, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, Article 249a. To the extent applicable, any responsible engineer shall sign, seal and date all appropriate engineering submissions to County and shall at all times comply with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the County and the LA and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both County and LA, unless such amendment by unilateral action of the County is expressly provided for in this Agreement. Individual handwritten modifications of this Agreement shall be of no effect unless each such modification is initialed by County and LA.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 This Agreement for Landscape Architectural Services;
.2 Exhibit A: Scope of LA's Basic Services, if any;
.3 Exhibit B: Hourly Rates, if any;
.4 Exhibit C: Production Schedule, if any;
.5 Exhibit D: Williamson County Vendor Reimbursement Policy
.6 Exhibit E: Scope of Work Site Plan

§ 13.3 This Agreement is not effective until signed by the County and LA. 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 LA's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that LA has the obligation to ensure compliance with this Agreement 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.

WILLIAMSON COUNTY, TEXAS (County)

By: _____
Dan A. Gattis,
Williamson County Judge

Date Signed: _____ _____, 20___

STUDIO | 16:19, LLC (LA)

By: _____
(Signature)

Printed Name: BRENT A. BAKER

Title: MANAGING PRINCIPAL

Date Signed: JULY 06, 2015

Exhibit A
Scope of LA's Basic Services

If LA is to provide Basic Services in addition to those described in Article 3 of the Agreement, such Basic Services shall be set forth and described in this Exhibit A.

THE FOLLOWING SCOPE OF LA'S BASIC SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS EXHIBIT A IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE AND WILL BE CONTROLLING.

In consideration of the compensation provided in the Agreement, LA shall perform the following services as a part of the Scope of LA's Basic Services:

A1.0 PROJECT INFORMATION

A1.1 General Scope

The purpose of the services described herein is to provide professional landscape architectural services necessary for the development of trail drainage improvements, embankment stabilization, and trail surface re-grading/ stabilization for a portion of the Brushy Creek Regional Trail in Williamson County into Williamson County's Champion Park. It is the LA's intent to work in effective cooperation with County to achieve an efficient and acceptable entitlement and implementation of the Project.

A1.2 Program

LA shall provide services, as later described for, but not limited to, the following general program elements.

- Approximately +/- 1,000 linear feet of decomposed granite hike & bike trail reconstruction connecting the WCID Dam #7 Improvements to the Brushy Creek Regional Trail system just prior to the bridge entering Champion Park.

A1.3 Development Budget Goal

A development budget of approximately ***$366,534.00*** has been established at this time for design and construction. The LA will generate and revise an opinion of probable construction costs (OPCC) throughout the Project's design development but does not guarantee that proposals, bids, or actual Project cost will not vary from its opinion of probable construction costs (OPCC)*.

**** Opinions of Probable Construction Costs (OPCC)***
Opinions of probable construction costs provided by the LA are based on the LA's familiarity with the construction industry and are provided only to assist the Williamson County's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement

by the furnishing of OPCC.

A2.0 SCHEMATIC DESIGN PHASE

A2.1 Data Collection | Site Assessment

The LA shall consolidate all available data and information into an overall project base map of existing conditions to be used throughout the design process. Necessary information may include, but is not limited to:

- Current Williamson County and/or City, State ARC/GIS/AutoCAD data sets available for the entire project area.
- Infrared/Aerial photography of entire project.
- Construction and as-built plans (if available) in AutoCAD format for existing infrastructure related to the Project site.
- Existing geotechnical information.
- Survey Data existing or procured in the field.

The LA shall develop a digital photographic inventory of the existing project site and any critical issues potentially impacting the site, existing conditions, as well as serve as a visual reference for the design team.

Upon completion of data collection, the LA shall conduct a preliminary site assessment walk with County and design team to identify site opportunities and constraints as they relate to the design of the Project.

A2.2 Surveying Services

The LA shall perform field work necessary to gather the requested data to verify existing topography. All data will be gathered electronically by the use of GPS, conventional, and digital levels as needed. Data to be collected will include: Existing edge of pavement within project area, drainage structures, surface utilities and generate a contour map of the area at 1 foot intervals (vertically). An AutoCAD drawing of the gathered information will be generated to a specified scale.

A2.3 Environmental Analysis

The LA will prepare an environmental technical memorandum that will document compliance with environmental regulations applicable to County-funded projects.

- The technical memorandum will include documentation of water resources, biological resources, and hazardous materials that may be present in the project area based upon background research as well as the results of a field visit.
- A summary of the archeological survey results will be included in the technical memo.

In the event that additional scope is determined necessary upon completion of the initial resource assessments and as indicated, a separate proposal and estimated cost for the additional work efforts will be provided as Additional Services.

A2.4 Preliminary Design

The LA shall facilitate and prepare preliminary design and trail routing for the Project, as

follows:

- Conduct preliminary meetings with the WCID Dam #7 design engineer to determine coordination efforts, requirements, and schedule coordination.
- Preliminary walk and staking of route with County, as requested.
- Identify opportunities and constraints assessment.
- Preparation of a preliminary routing plan for the trail. The plan will define the character and essentials of the Project concept, including description of materials.
- Prepare an Opinion of Probable Construction Costs (OPCC) for proposed work including appropriate escalation factors and contingencies.
- Review preliminary routing plan with County and stakeholders.
- Revise route staking per approved preliminary routing plan.
- Initiating tree and topographic surveying services as necessary, to adequately accomplish the scope of work defined in this agreement and based on the approved preliminary routing plan and staking.

A3.0 DESIGN DEVELOPMENT PHASE - NOT USED

A4.0 CONSTRUCTION DOCUMENTS PHASE

A4.1 Regulatory Entitlement and Construction Documentation

Upon County's approval of the preliminary design drawings and the LA's opinion of probable construction costs, the LA prepares drawings necessary to establish size, shape, dimensions and capacity of the work. LA shall compliment drawings with specifications, which describe materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the work. LA shall coordinate all utility needs with the Williamson County and utility service provider(s). The LA shall:

- Coordinate construction drawings and specifications with the WCID Dam #7 design engineer to update coordination efforts.
- Coordinate construction drawings and specifications with other consultants.
- Prepare sixty percent (60%) construction drawings and update Opinion of Probable Construction Costs (OPCC).
- Review 60% construction drawings with County.
- Prepare one-hundred percent (100%) construction drawings, specifications, reports, permit applications and other documents required for permitting and construction; update OPCC.
- Assist County in filing the appropriate plans and documents with the City of Cedar Park, Texas, Texas Department of Licensing and Regulation (TDLR), and any other regulatory entity required. Payment of all permitting and review Fees to be provided by County.
- Review all modifications requested by the regulatory agencies with County. Revise drawings and submit documents to the appropriate agency(s) for final processing, approvals and permits.

A4.2 TCEQ Water Pollution Abatement Plan (WPAP)

LA shall provide the following services:

- Prepare a WPAP Contributing Zone Plan exception request to reflect the proposed improvements for the trail route. (Should the exception be denied then Geologic Assessment will be required as identified additional services.
- Review and incorporate Geological Assessment / Karst Survey within application.
- Meet with TCEQ to review application and address any comments required for approval/permitting.
-

A5.0 BIDDING OR NEGOTIATION PHASE

A5.1 Bidding

LA shall assist County during the bidding process. The LA shall:

- Coordinate the schedule for bid advertising, pre-bid conference and bid opening.
- Prepare and organize bid solicitation & proposal forms consistent with County's requirements.
- Arrange for distribution of the bid documents.
- Attend and Assist with the pre-bid conference and document the proceedings.
- Prepare and issue Addenda.
- Attend the bid opening
- Review bids including alternates and formulate bid tabulation.
- Provide written recommendation to County.
- Assist with issuance of the Notice of Award & construction contract documents/ agreement.

A6.0 CONSTRUCTION PHASE

A6.1 Construction Observation

The LA shall provide construction observation services in support of work prepared for bidding and implementation related to this project. Estimated construction time has not been established at this time. LA shall conduct monthly progress meetings to monitor the status and quality of construction and to determine in general if the construction is proceeding in accordance with the intent of the design and construction documents. The LA may periodically make additional site visits other than progress meetings. On the basis of its observations while at the site, the LA will keep the County informed of the progress of construction and may recommend to the City the rejection of work failing conformance to the contract documents.

The LA shall endeavor to secure compliance by the contractor to the plans and specifications. The LA shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work and the LA shall not be responsible for the contractor's errors or omissions or failure to carry out the work in accordance with the contact documents. Construction Observation shall include:

- Attend and Assist with the pre-construction meeting. Not to exceed one meeting.

- Constructions observation – preparation and processing of Requests for Information, Change Proposals, Change Orders, Change Directives, review/approval of shop drawing, submittals and mock-ups (as required).
- Conduct monthly progress meetings with County, design team and contractor on site. LA shall issue progress meeting minutes. Not to exceed three meetings.
- Review and approve contractor Applications for Payment.
- Coordinate final inspection(s) and walk-thru for substantial completion; TDLR inspection for accessibility; issue punch list for incomplete items including time for completion. Not to exceed one meeting.
- Conduct final inspection for acceptance of Project. Not to exceed one meeting.
- Acquire final close-out documents, warranties, accurate as-built drawings and other documents required to close-out project from the contractor.
- Review and approve contractor's final Application(s) for Payment including retainage. ** TDLR Inspection fee to be paid by* County.

A7.0 ADDITIONAL SERVICES

A7.1 Scope of Work NOT included in Basic Services

Services requested by the County that are not included in Basic Services are considered Additional Services and shall be acquired and paid for by the County pursuant to the terms of the Agreement. Additional Services shall only be provided if previously authorized, in writing, by the County. Additional Services may include, but not limited to, the following:

Additional Services may include, but not be limited to, the following:

- Geologic Assessment related to Contributing Zone Plan.
- USACE 404 Nationwide permit – Waters of the United States
- FEMA Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR)
- Preparation of Phased bid package(s) with reduced scope of items defined herein. Including construction drawings and specifications.
- Drainage Analysis and / or storm system design services
- Traffic impact Analyses.
- Bridge Design (including pre-engineered structures).
- Hazardous Site Assessments.
- Land Acquisition services.
- Easement acquisition or vacation including preparation of easement documents.
- Preparation of multi-use agreement(s) and exhibits
- Assistance or representation in litigation concerning the property of proposed project.
- Services required after final acceptance of construction work.
- Environmental study (i.e., Phase 1 Permit).
- U.S. Fish and Wildlife Service: (Environmental Assessment Report).
- Revisions to drawings previously approved by the County due to changes in: Project scope, budget, schedule, or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision codes, laws, or

regulations subsequent to the preparation of such documents.

- Preparation of materials for marketing or purposes other than in-progress approvals.
- Preparation of as-built drawings.
- Public or other presentations beyond those described in Basic Services.
- Provide consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in Basic Services.
- Providing professional services for the field selection of plant materials.
- Design of on-site and off-site utility extensions beyond those described in Basic Services.
- Construction materials testing.
- Providing ANY services other than those outlined in Basic Services.

Exhibit B
Hourly Rates

B1.0 STANDARD HOURLY RATE SCHEDULE

Principal Planner/ Landscape Architect.....$ 145.00/hr.

Associate Principal Planner / Landscape Architect.....$ 125.00/hr.

Senior Associate Planner/ Landscape Architect.....$ 115.00/hr.

Associate Planner/ Landscape Architect.....$ 100.00/hr.

Staff Planner/ Landscape Designer.....$ 85.00/hr.

Administrative.....$ 65.00/hr.

These rates are effective January 1, 2015 and are subject to annual adjustment.

Exhibit C
Production Schedule

The LA shall complete the Project within 360 calendar days, commencing upon the issuance of Notice to Proceed via signed agreement, and receipt of documents to be provided by the County as identified in Article 5 of the Agreement.

C1.0 ANTICIPATED SCHEDULE/ MILESTONES

C1.1	Schematic Design Phase	30	Days
C1.2	Design Development Phase	N/A	
C1.3	Construction Document Phase TCEQ WPAP CZP Exception Request (60 days included as part of this Phase)	120	Days
C1.4	Bidding/ Negotiation Phase	60	Days
C1.5	Construction Services Phase (estimated time of construction)	150	Days

The LA is not in control of timing in regards to regulatory review and schedule or County's timing regarding review comments, but will make its best effort to fulfill anticipated schedule as well as will consider opportunities to accelerate the schedule where feasible.

Exhibit D

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:

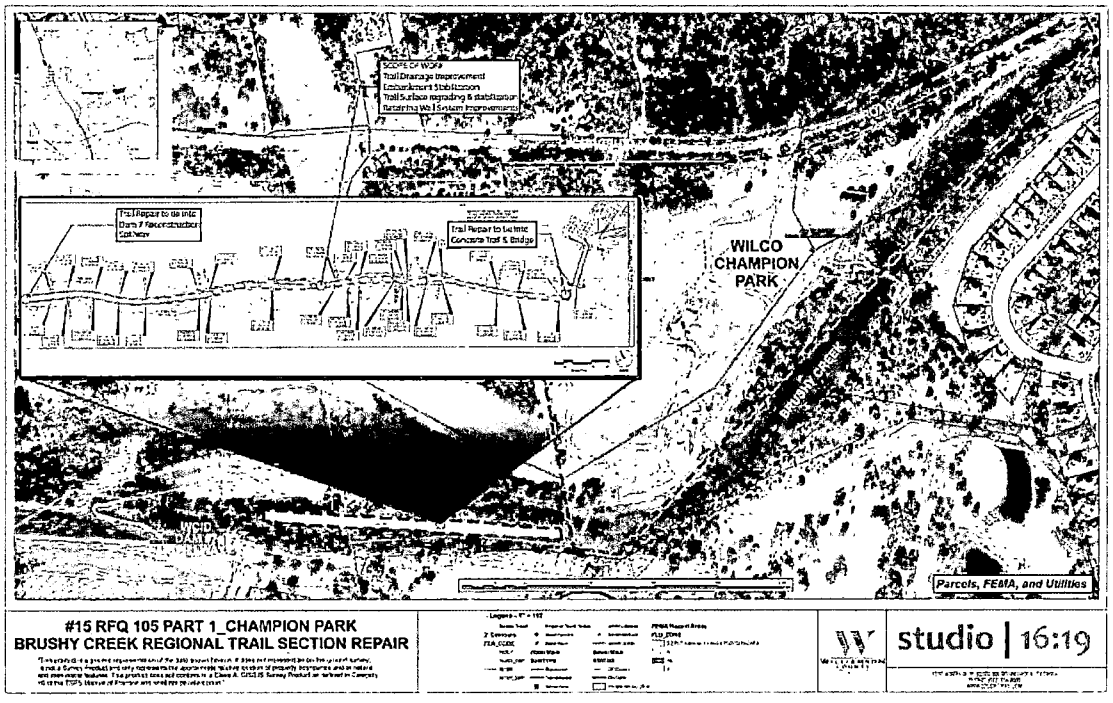
10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service
10.5 Movie rentals
10.6 Damage to personal clothing
10.7 Flowers/plants

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 Hand tools
10.19 Safety Equipment (hard hats, safety vests, etc.)
10.20 Office supplies
10.21 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Exhibit E

Scope of Work Site Plan

EXHIBIT E



Commissioners Court - Regular Session **43.**

Meeting Date: 07/14/2015

Execute Contract for Plumbing Repairs with Repa

Submitted For: Max Bricka **Submitted By:** Connie Singleton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on execution of Service Contract with Repa Plumbing and Air Conditioning Inc for plumbing repairs.

Background

This contract is for repairs for sign shop at 3151 S.E. Inner Loop requested by Dwayne Gosset in the amount of $21,900

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Repa

SOW for Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	07/07/2015 11:02 AM
County Judge Exec Asst.	Wendy Coco	07/08/2015 11:46 AM
Form Started By: Connie Singleton		Started On: 07/07/2015 10:20 AM
Final Approval Date: 07/08/2015		

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

SERVICES CONTRACT
For
___Repa plumbing & air Cond.

(Describe/Name Project)
Sign Shop phase 2

THIS SERVICES CONTRACT (hereinafter "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 **Repa Plumbing & Air Cond**, (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

- **As described in the attached Statement of Work/Quotation, dated ___5-7-2015, 2015 and marked Exhibit "A," which is incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a

written amendment to this Contract has been signed by both parties.

II.

Completion: The services shall be fully and finally completed within 180 calendar days from the date the services are commenced; provided, however, The County may extend said time period in the event bad weather affects the progress of the services. Service Provider shall commence the services upon instruction to do so from the The County. The County shall, at its sole discretion, determine when the project has been fully and finally completed to its satisfaction.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped and paid at $ **21,900.00** for the specific project upon final completion. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The 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 The 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 The 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.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, 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 The County and name The County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
a. 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

a. 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:		$2,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury	$1,000,000	$1,000,000

(including death)

Property damage $1,000,000 $1,000,000

Aggregate policy limits No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

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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:

- **As described in the attached Statement of Work/Quotation, dated April 10, 2015 and marked Exhibit "A," which is incorporated herein as if copied in full; and**

- **Insurance certificates evidencing required coverages.**

The 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 or incorporated documents.

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No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself 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. Service Provider 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 Service Provider or failure to act relating to the services being provided.

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Indemnification - employee personal injury claims: To the fullest extent permitted by law, the Service Provider shall indemnify, defend (with counsel of The County's choosing), and hold harmless The County, and The County'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 Service Provider, 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. Service Provider 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.

Indemnification - other than employee personal injury claims: To the fullest extent permitted by law, Service Provider shall indemnify, defend (with counsel of The County's choosing), and hold harmless The County, and The County'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 Service Provider 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.

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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.

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Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

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Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

XI.

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.

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Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until project completion or when terminated pursuant to paragraph X above.

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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.

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Right to Audit: Service Provider 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 Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider 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 Service Provider reasonable advance notice of intended audits.

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Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

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Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVII.

No Assignment: Service Provider may not assign this Contract.

XVIII.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XIX.

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 that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
Authorized Signature	Authorized Signature

Printed Name Gerry Repa Printed Name

Date: 6/15 , 20 15 Date: , 20

Proposal

REPA PLUMBING & AIR COND., INC.

Lic. #M4828/TACLB002373C
Serving You Since 1964
P.O. BOX 308 Granger, TX 76530
(512) 859-2581 Fax (512) 859-2501

PROPOSAL SUBMITTED TO	PHONE	DATE
Williamson Co. Central Maintenance Facility	dgossett@wilco.org	5-7-15
STREET	**JOB NAME**	
3151 S.E Inner Loop	Williamson Co Sign Shop Renovation	
CITY, STATE and ZIP CODE	**JOB LOCATION**	
Georgetown, Texas 78626		
~~ARCHITECT~~	**DATE OF PLANS**	**JOB PHONE**
atc Qwayne		

We hereby submit specifications and estimates for:

Plumbing

Plumb in wastewater and water piping
Cut Concrete to add water closets and lavatories + Urinals
Cut Concrete at proposed kitchen sink
Core drill at water closets and kitchen sink due to grade
We will excavate for sewer services
Concrete pour back and street Patching by others
We provide all fixtures + Hardware as per plans & specs Plan date 4/29/15
Reuse fixtures as per plans

Regulated by the Texas Dept. of Licensing and Regulation, P.O. Box 12157, Austin, TX, 78711. (800) 803-9202, (512) 463-6599.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Twenty One Thousand Nine Hundred And no/100 dollars ($21,900.00).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

Commissioners Court - Regular Session **44.**

Meeting Date: 07/14/2015

Award Ready Mix to Best Quote

Submitted For: Max Bricka **Submitted By:** Connie Singleton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding Concrete Ready Mix to the lowest and best quotes received, Alpha Ready Mix, 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 suppliers were contacted (Alpha Ready Mix, Martin Marietta and TexMix) Two 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 to Alpha Ready Mix, the lowest supplier.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation

Bid Tab-no bids

Martin and Alpha quotes

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	07/09/2015 10:31 AM
County Judge Exec Asst.	Wendy Coco	07/09/2015 03:05 PM
Form Started By: Connie Singleton		Started On: 07/07/2015 01:23 PM
Final Approval Date: 07/09/2015		

WILLIAMSON COUNTY
1848

June 23, 2015

Mr. Max Bricka
Director/Purchasing Agent
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for Ready Mix Concrete quotes

After reviewing all of the pertinent information, it appears that Alpha Ready Mix submitted the overall lowest and best quote for Ready Mix Concrete. I recommend to the Williamson County Commissioner's Court that they award Alpha Ready Mix as the primary vendor.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson

J. Terron Evertson, P.E.

WILLIAMSON COUNTY
BID TABULATION

Ready Mix Concrete

May 19, 2015 3:00 PM
BID NUMBER: 15IFB118

Williamson County Representatives Present: DAC
Connie Singleton Kelly Morelli

NAME OF BIDDER	BID AMOUNT
1. No Bidders	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	

Martin Marietta

CUSTOMER SOLUTIONS CENTER

1805 L Don Dodson, Bedford, Texas 76021
martinmarietta.com

Quote

Date	5/21/2015
Customer Name:	Williamson County Road & Bridge
Customer Contact:	Dahlia Court
Customer Address:	
Customer City State & Zip:	Georgetown, Texas
Email:	dcourt@wilco.org
Phone Number:	
Project Name:	Williamson County
Project Address:	
Project Address City State & Zip:	Williamson County

Martin Marietta will not comply with ASME B30.27

Below pricing expires 30 days from original date of quote unless excepted in writing from purchaser, pricing only valid with Martin Marietta Materials Account.

Description	Required Strength f'c (psi)	Maximum w/c ratio	Max Size Coarse Aggregate	Fly Ash %	Slump +/- 1	Price / CY
TxDot Class A	3000					$110.00
TxDOt Class B	2000					$110.00
TxDot Class C	3600					$116.00
TxDot Class D	2500					$114.50
TxDot Class S	4000					$120.50

Value Added Products	Price
3/4" - PG	$6.00 / CY
Pump Primer	$200.00 / CY
1% Accelerator	$7.00 / SK
2% Accelerator	$14.00 / SK
Cooling - 75 Degrees	$50.00 / CY
Cooling - 85 Degrees	$40.00 / CY
Cooling - 95 Degrees	$30.00 / CY
Polypropylene Fibers (1.5 Lbs. / Cy)	$7.00 / CY
Structural Fibers	Contact your Sales Rep.
Shrinkage Reducing Admixture	Contact your Sales Rep.
All Orders not cancelled by 5:00PM the day prior to the scheduled delivery will be assessed a $1000.00 cancellation fee.	

Standard Fees	Price
Saturday Opening Fee	**Please contact sales rep for details**
Optional Fees	**Price**
Cement Sack Adjustment	$9.00 / Sack
Minimum Load Less than 6.0 CY	$150.00 / Load
Straight Cement Adjustment	$7.00 / cyd
Truck Washout for non MM products added at plant.	$100.00 / Truck
Truck Demurrage After 60 Minutes	$1.00 / Minute
On Site Quality Control Representative	$125.00 / Hr.
Normal Business Hours	Monday - Friday: 6:00 AM - 6:00 PM
Early / After Hours Pours	Contact your Sales Rep.
When coring is requested by customer, customer will be charged $1200.00 per set of cores if cores meet specification strengths.	

Martin Marietta Materials Sales Representative:	*Lorraine Hammett*	*Escalator*	*Per Yard*	*TBD*	*Effective*	*TBD*	*Expires*	*TBD*
Martin Marietta Materials Sales Representative Contact #:	*254.947.2945*	*Escalator*	*Per Yard*	*TBD*	*Effective*	*TBD*	*Epires*	*TBD*

We appreciate the opportunity to submit this quotation.

ALPHA READY-MIX
212 Investment Loop, Hutto, Texas 78634 (512) 243-2943 (512) 846-2221 Fax (512) 846-1091

May 5, 2015

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.

Pricing effective May 1, 2015.

Class A 3000 psi		$85.50 per cubic yard
Class C 3600 psi		$89.00 per cubic yard
Class S 4000 psi		$93.00 per cubic yard
Class S-360 4500 psi		$95.00 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 November 2015. A price increase of 2.00 is expected on December 2015 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: _____

Commissioners Court - Regular Session **45.**

Meeting Date: 07/14/2015

Approve RFP for CMAR North Campus

Submitted For: Max Bricka **Submitted By:** Connie Singleton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the form of the Construction Manager at Risk for North Campus Facilities and authorize the Williamson County Purchasing Agent to issue such Request for Proposals to five or fewer of the most qualified Respondents as a part of Step 2 of RFQ#15RFQ108.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RFP for No Campus

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	07/07/2015 11:41 PM
County Judge Exec Asst.	Wendy Coco	07/08/2015 11:46 AM
Form Started By: Connie Singleton		Started On: 07/07/2015 04:46 PM
Final Approval Date: 07/08/2015		

WILLIAMSON COUNTY
NORTH CAMPUS FACILITIES

STEP 2 FOR RFQ#15RFQ108

REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGER-AT-RISK

Proposal #15RFP132

RESPONSES DUE JULY 22, 2015 10:00 AM

Prepared By:

Kerstin Hancock
Deputy Purchasing Agent
Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626
Phone 512-943-3553
Fax 512-943-1575
khancock@wilco.org

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REQUEST FOR PROPOSALS FOR
CONSTRUCTION MANAGER-AT-RISK
WILLIAMSON COUNTY
NORTH CAMPUS FACILITES

SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

1.1 GENERAL INFORMATION: Williamson County ("Owner") is soliciting proposals ("Proposals") for selection of a Construction Manager at Risk firm for the Williamson County – North Campus Facilities ("Project"), in accordance with the terms, conditions, and requirements set forth in this Request for Proposals.

1.1.1 This Request for Proposals ("RFP") is the first phase of the second step in the process for selecting a Construction Manager at Risk firm for the Project. The Owner is soliciting RFP's from five (5) or fewer of the most qualified Respondents to the previous RFQ. The RFP provides the information necessary to prepare and submit Proposals including fee proposals and general conditions prices. The Owner will incorporate the information contained in the Proposals with the interview evaluation scores to determine the "preliminary best value" for the Owner.

1.1.2 Interviews are the second phase of the second step in the process for selecting a construction Manager at Risk for the Project. The "most" qualified Respondents will be requested to attend an interview with the Owner to confirm their Proposal, present their qualifications and answer additional questions. The Owner will evaluate the responses to the RFP and the interviews based on the following criteria in order to identify the firm providing the "best value":

.1 Price. Points awarded for price shall be calculated as follows: Respondent's price (respondent's proposed fee and its price for fulfilling the General Conditions) divided by the lowest price of all respondents multiplied by 5. In accordance with such method of calculation, the respondent that proposes the lowest price will receive 5 total points for price and the remaining respondents will receive points based upon the price differential between such respondent's price and the lowest price proposed (5 points maximum)

.2 (Interview) Respondent's CMAR experience with similar project and size (5 points maximum)

.3 (Interview) Project Manager experience (5 points maximum)

.4 (Interview) Project Superintendent experience (5 points maximum)

.5 (Interview) Post Construction / Warranty Assurance (5 points maximum)

.6 (Interview) Staff's availability to work County's project (on County's requested timeline with other current/potential County projects and considering prior/current commitments to respondent's other customers) (5 points maximum)

.7 (Interview) Past performance with Williamson County (5 points maximum)

The total maximum points for the second step shall therefore be 35.

7.1 PUBLIC INFORMATION: All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information

Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed.

7.1.1 The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information.

1.3 TYPE OF CONTRACT: The successful or selected Respondent shall be required to execute a formal contract/agreement at Williamson County's offices in Georgetown, Texas within ten (10) days after the contract is awarded by the Williamson County Commissioners Court. Said contract shall be in the same form as the Agreement Between Owner and Construction Manager-At-Risk (sometimes referred to herein as the "ensuing agreement", "resulting Contract", "contract/agreement" or the "Contract"), which was previously referenced in the RFQ and which remains posted on the Williamson County vendor portal at the following link: http://wilco-online.org/ebids/bids.aspx. The only anticipated changes to the Agreement Between Owner and Construction Manager-At-Risk will be to include additional exhibits, to fill in blanks to identify the successful Respondent, and add terms relating to the compensation, or to revise the Agreement Between Owner and Construction Manager-At-Risk to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. **Because the signed Agreement Between Owner and Construction Manager-At-Risk will be substantively and substantially derived from the Agreement Between Owner and Construction Manager-At-Risk that was referenced in the previously issued RFQ, all Respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained therein, as well as terms, conditions or provision contained in the Uniform General Conditions for Williamson County, as previously referenced in the RFQ, *before* submitting a Proposal.** Again, the Agreement Between Owner and Construction Manager-At-Risk and the Uniform General Conditions for Williamson County can both be found on the Williamson County vendor portal at the following link: http://wilco-online.org/ebids/bids.aspx. Said documents contain important legal provisions and are considered part and parcel of this RFP. Failure or refusal to sign aforesaid agreement shall be grounds for Williamson County to revoke any selection of the Respondent, forfeiture of such Respondent's bid security, if applicable, and force the selection of another Respondent.

1.4 CLARIFICATIONS AND INTERPRETATIONS: Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and will be posted on the Williamson County vendor portal at the following link: http://wilco-online.org/ebids/bids.aspx. All such addenda issued by the County prior to the time that Proposals are received shall be considered part of the RFP, and the Respondent shall be required to consider such addenda in its submittal.

Only those inquiries made by formal written addenda to which the County replies shall be binding. Oral and other interpretations or clarification will be without legal effect. It is the Respondent's responsibility to check with the Williamson County Purchasing Department prior to submitting its Proposal to ensure that Respondent has 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

1.5 SUBMISSION OF PROPOSALS:

1.5.1 Deadlines and location: The Owner will receive Proposals until July 22, 2015 no later than 10:00 AM local time at WILLIAMSON COUNTY PURCHASING OFFICE, 901 S. Austin Ave., GEORGETOWN, TEXAS 78626. Proposals shall be addressed to the attention of Kerstin Hancock.

1.5.2 Submit (1) one original, signed, and (6) six identical paper copies of the Proposal. Also submit (1) one copy on flash drive with your Proposal. Originals and all copies should be marked as such.

1.5.3 Proposals received after the deadline will be returned unopened to the Respondent.

1.5.4 The Owner will not acknowledge or receive Proposals that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

1.5.5 Properly submitted Proposals will not be returned to Respondents.

1.5.6 Proposal materials must be enclosed in a sealed envelope (box or container) addressed to the Point-of-Contact person; the package should clearly identify the submittal deadline and the Project Name, Proposal #, and the name and return address of the Respondent.

1.5.7 Properly submitted Proposals will be opened publicly and the names of the Respondents, fees and prices will be read aloud.

1.6 POINT-OF-CONTACT: Kerstin Hancock, (512) 943-1546 or khancock@wilco.org and carbon copy purchase@wilco.org

1.7 EVALUATION OF PROPOSAL: The evaluation of the Proposals shall be based on the Respondent's actual Pre-Construction Phase Fee, Construction Phase Fee, General Conditions and other requirements as described in this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by the Owner as described in Section 1.2.

1.8 OWNER'S RESERVATION OF RIGHTS: The Owner may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and/or all Proposals and re-solicit for new Qualifications, or to reject any and/or all Proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

1.9 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Proposal in response to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that determination of the "best value" firm will require subjective judgments by the Owner.

1.10 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP shall be at the sole risk and responsibility of the Respondent.

SECTION 2 – SCHEDULE

The proposed project schedule is shown below. Notice to proceed is anticipated to be issued in August 2015 for preconstruction phase. Construction is anticipated to begin in the spring of 2016.

SECTION 3 – REQUIREMENTS FOR PROPOSAL

Respondents shall carefully read the information contained in the following criteria and submit a complete response to all questions in Section 3 formatted as directed in Section 4. Incomplete responses will be considered non-responsive. There are no HUB requirements at this time.

3.1 CRITERIA ONE: RESPONDENT'S SERVICES FOR THIS PROJECT

3.1.1 Provide a detailed list of all Preconstruction Services and Construction Phase Services you will provide to the Owner and the Architect/Engineer (A/E) on this Project.

3.2 CRITERIA TWO: REPONDENT'S PRICING AND DELIVERY PROPOSAL

3.2.1 Complete the attached "Pricing and Delivery Proposal Form".

Pricing and Delivery Proposal Form

Proposal of: _____
(Company Name)

Kerstin Hancock
Deputy Purchasing Agent
Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626

Project Name: **WILLIAMSON COUNTY NORTH CAMPUS FACILITIES**

Having carefully examined all the requirements of the previously issued RFQ, this RFP, the Agreement Between Owner and Construction Manager-At-Risk that was attached to the previously issued RFQ, and any attachments to them, the undersigned proposes to furnish Construction Manager-At-Risk services as required for this Project on the following terms:

3.2.2 ESTIMATED CONSTRUCTION TIME: For Proposal purposes use a construction period of 18 months from start of construction to final acceptance.

3.2.3 RESPONDENT'S PROPOSED PRE-CONSTRUCTION PHASE FEE: The Respondent shall identify a Proposed Pre-Construction Phase Fee. Note that the fee shall not be less than $45,000. If a lower amount is written in the space a value of $45,000 shall be used in the calculation of the total.

Respondent's Proposed Pre-Construction Phase Fee **$_____**

3.2.4 RESPONDENT'S PROPOSED CONSTRUCTION PHASE FEE: Using the Anticipated Guaranteed Maximum Price (GMP) of $16,000,000, the Respondent shall identify a Construction Phase Fee:

Respondent's Proposed Construction Phase Fee **$_____**

3.2.5 RESPONDENT'S NOT-TO-EXCEED GENERAL CONDITIONS COST: A list of the items, at a minimum, to be included in the General Conditions Costs is included in Exhibit A.

Respondent's Proposed General Conditions Cost **$_____**

Total of Proposed Pre-Construction Phase Fee (Section 3.2.3), Proposed Construction Phase Fee (Section 3.2.4) and Proposed General Conditions Cost Amount Section (3.2.5): **$_____**

3.2.6 REMBURSABLE EXPENSES: Exhibit B, "Williamson County's Vendor Reimbursement Policy" outlines items that will not be reimbursed under the Pre Construction Phase Fee, as a Proposed General Conditions Cost or as a construction cost.

The following items will also not be reimbursable under the Pre Construction Phase Fee, as a Proposed General Conditions Cost or as a construction cost:

Ground breaking expenses
Ribbon cutting expenses
Field office set up
Drinking water
Field office supplies
Fields office cleaning
Field office fire safety and first aid equipment supplies
Field office window cleaning

3.2.7 ADDENDA: Receipt is hereby acknowledged of the following addenda to this RFP (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____ No. 6 _____

3.2.8 AWARD OF CONTRACT AND COMMENCEMENT OF SERVICES: The Respondent that has been identified by the Owner as the Respondent with the "best value" Proposal shall be able to commence services within five days of execution of the contract and shall begin services on the date stated by the Owner in a Notice to Proceed. The Owner reserves the right to accept or reject and all Proposals and to waive proposal irregularities. Proposals shall be valid and not withdrawn for a period of ninety (90) days from the date of opening thereof.

3.2.9 Respectfully Submitted and Certified By:

_____
(Name Respondent)

_____	_____
(Printed Name Authorized Signatory)	*(Title)*
_____	_____
(Authorized Signature)	*(Date)*

Exhibit A

Minimum items to be included in General Conditions Cost:

Project Superintendent
Safety Coordinator
Testing Services
Project Manager
Admin. Personnel
Document Reproduction (Shop Drawings Only)
Postage
Delivery Service
As Built Documents
Field Office
Project Fence
Temp. Walkways
Temp. Roads & Parking
Project Signs
Toilets
Photos
Temp. Protection
Field Office Equipment
Layout site work
Survey Services
CM Layout
Barricade/Guardrails
Dumpsters
Street Cleaning
Daily Jobsite Clean Up
Final Clean Up
Erosion Control
Storage Trailers
Telephone and Communications
Job Office Utilities
Temporary Electricity for Construction
Start-Up Electricity Billings
Trucks and Fuel for Supervisory Personnel
Misc.-Equip. Rental
Permits
Safety Services Fee
Field Office Delivery and Removal
Field Office Furniture and Equipment Rental

REV 6/26/15

EXHIBIT B

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 <u>Lodging</u>

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 **<u>Airfare</u>**

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. <u>Other Expenses</u>

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

9. <u>Repayment of Nonreimbursable Expense.</u>

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. <u>Non-Reimbursable Expenses</u>

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 Hand tools
10.19 Safety Equipment (hard hats, safety vests, etc.)
10.20 Office supplies
10.21 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

SECTION 4 – FORMAT OF PROPOSALS

4.1 GENERAL INSTRUCTIONS

4.1.1 Proposals shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the Respondent's ability to meet the requirements of this RFP. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.

4.1.2 Proposals shall be a MAXIMUM OF FIFTY (50) PRINTED PAGES. The cover, table of contents, divider sheets, and Pricing and Delivery Proposal do not count as printed pages.

4.1.3 Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete Proposals will be considered non-responsive and subject to rejection.

4.1.4 Proposals and any other information submitted by Respondents in response to this RFP shall become the property of the Owner.

4.1.5 Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

4.1.6 The Owner makes no representations of any kind that an award will be made as a result of this RFP. The Owner reserves the right to accept or reject any and/or all Proposals , waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in Owner's best interest.

4.1.7 Proposals shall consist of answers to questions identified in Section 3 of the RFP. It is not necessary to repeat the question in the Proposals; however, it is essential to reference the question number with the corresponding answer.

4.1.8 Failure to comply with all requirements contained in this Request for Proposals may result in the rejection of the Proposals.

4.2 PAGE SIZE, BINDING, DIVIDERS AND TABS:

4.2.1 Proposals shall be printed on letter-size (8-1/2” x 11”) paper and assembled with spiral-type bindings or staples. DO NOT USE METAL-RING HARD COVER BINDERS.

4.2.2 Additional attachments shall NOT be included with the Proposals. Only the responses provided by the Respondent to the questions identified in Section 3 of this RFP will be used by the Owner for evaluation.

4.2.3 Separate and identify each criteria response to Section 3 of this RFP by use of a divider sheet with an integral tab for ready reference.

4.3 TABLE OF CONTENTS:

4.3.1 Submittals shall include a "Table of Contents" and give page numbers for each part the Qualifications.

4.4 PAGINATION:

4.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

Commissioners Court - Regular Session **46.**

Meeting Date: 07/14/2015

Approve RFP for CMAR Georgetown Annex

Submitted For: Max Bricka **Submitted By:** Connie Singleton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the form of the Construction Manager at Risk for Georgetown Annex and authorize the Williamson County Purchasing Agent to issue such Request for Proposals to five or fewer of the most qualified Respondents as a part of Step 2 of RFQ#15RFQ109.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

15RFP134

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	07/07/2015 11:42 PM
County Judge Exec Asst.	Wendy Coco	07/08/2015 11:46 AM
Form Started By: Connie Singleton		Started On: 07/07/2015 04:50 PM
Final Approval Date: 07/08/2015		

WILLIAMSON COUNTY
GEORGETOWN ANNEX

STEP 2 FOR RFQ#15RFQ109

REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGER-AT-RISK

Proposal #15RFP134

RESPONSES DUE JULY 21, 2015 10:00 AM

Prepared By:

Kerstin Hancock
Deputy Purchasing Agent
Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626
Phone 512-943-3553
Fax 512-943-1575
khancock@wilco.org

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REQUEST FOR PROPOSALS FOR
CONSTRUCTION MANAGER-AT-RISK
WILLIAMSON COUNTY
GEORGETOWN ANNEX

SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

1.1 GENERAL INFORMATION: Williamson County ("Owner") is soliciting proposals ("Proposals") for selection of a Construction Manager at Risk firm for the Williamson County – Georgetown Annex ("Project"), in accordance with the terms, conditions, and requirements set forth in this Request for Proposals.

1.1.1 This Request for Proposals ("RFP") is the first phase of the second step in the process for selecting a Construction Manager at Risk firm for the Project. The Owner is soliciting RFP's from five (5) or fewer of the most qualified Respondents to the previous RFQ. The RFP provides the information necessary to prepare and submit Proposals including fee proposals and general conditions prices. The Owner will incorporate the information contained in the Proposals with the interview evaluation scores to determine the "preliminary best value" for the Owner.

1.1.2 Interviews are the second phase of the second step in the process for selecting a construction Manager at Risk for the Project. The "most" qualified Respondents will be requested to attend an interview with the Owner to confirm their Proposal, present their qualifications and answer additional questions. The Owner will evaluate the responses to the RFP and the interviews based on the following criteria in order to identify the firm providing the "best value":

.1 Price. Points awarded for price shall be calculated as follows: Respondent's price (respondent's proposed fee and its price for fulfilling the General Conditions) divided by the lowest price of all respondents multiplied by 5. In accordance with such method of calculation, the respondent that proposes the lowest price will receive 5 total points for price and the remaining respondents will receive points based upon the price differential between such respondent's price and the lowest price proposed (5 points maximum)

.2 (Interview) Respondent's CMAR experience with similar project and size (5 points maximum)

.3 (Interview) Project Manager experience (5 points maximum)

.4 (Interview) Project Superintendent experience (5 points maximum)

.5 (Interview) Post Construction / Warranty Assurance (5 points maximum)

.6 (Interview) Staff's availability to work County's project (on County's requested timeline with other current/potential County projects and considering prior/current commitments to respondent's other customers) (5 points maximum)

.7 (Interview) Past performance with Williamson County (5 points maximum)

The total maximum points for the second step shall therefore be 35.

1.2 PUBLIC INFORMATION: All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or

non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed.

1.2.1 The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information.

1.3 TYPE OF CONTRACT: The successful or selected Respondent shall be required to execute a formal contract/agreement at Williamson County's offices in Georgetown, Texas within ten (10) days after the contract is awarded by the Williamson County Commissioners Court. Said contract shall be in the same form as the Agreement Between Owner and Construction Manager-At-Risk (sometimes referred to herein as the "ensuing agreement", "resulting Contract", "contract/agreement" or the "Contract"), which was attached to the previously issued RFQ. The only anticipated changes to the Agreement Between Owner and Construction Manager-At-Risk will be to include additional exhibits, to fill in blanks to identify the successful Respondent, and add terms relating to the compensation, or to revise the Agreement Between Owner and Construction Manager-At-Risk to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. **Respondents should raise any questions regarding the terms of the Agreement Between Owner and Construction Manager-At-Risk, or submit requested changes in said terms, in the form of written questions or submittals prior to submitting a Proposal.** Because the signed Agreement Between Owner and Construction Manager-At-Risk will be substantively and substantially derived from the Agreement Between Owner and Construction Manager-At-Risk that was attached to the previously issued RFQ, all Respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained therein, as well as terms, conditions or provision contained an the General Conditions attached to the previously issued RFQ ***before*** submitting a Proposal. Again, the Agreement Between Owner and Construction Manager-At-Risk that was attached to the previously issued RFQ contains important legal provisions and is considered part and parcel of this RFP. Failure or refusal to sign aforesaid agreement shall be grounds for Williamson County to revoke any selection of the Respondent, forfeiture of such Respondent's bid security, if applicable, and force the selection of another Respondent.

1.4 CLARIFICATIONS AND INTERPRETATIONS: Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and will be posted on the Williamson County vendor portal at the following link: http://wilco-online.org/ebids/bids.aspx. All such addenda issued by the County prior to the time that Proposals are received shall be considered part of the RFP, and the Respondent shall be required to consider such addenda in its submittal.

Only those inquiries made by formal written addenda to which the County replies shall be binding. Oral and other interpretations or clarification will be without legal effect. It is the Respondent's responsibility to check with the Williamson County Purchasing Department prior to submitting its Proposal to ensure that Respondent has 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

1.5 SUBMISSION OF PROPOSALS:

1.5.1 Deadlines and location: The Owner will receive Proposals until July 21, 2015 no later than 10:00 AM local time at WILLIAMSON COUNTY PURCHASING OFFICE, 901 S. Austin Ave., GEORGETOWN, TEXAS 78626. Proposals shall be addressed to the attention of Kerstin Hancock.

1.5.2 Submit (1) one original, signed, and (6) six identical paper copies of the Proposal. Also submit (1) one copy on flash drive with your Proposal. Originals and all copies should be marked as such.

1.5.3 Proposals received after the deadline will be returned unopened to the Respondent.

1.5.4 The Owner will not acknowledge or receive Proposals that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

1.5.5 Properly submitted Proposals will not be returned to Respondents.

1.5.6 Proposal materials must be enclosed in a sealed envelope (box or container) addressed to the Point-of-Contact person; the package should clearly identify the submittal deadline and the Project Name, Proposal #, and the name and return address of the Respondent.

1.5.7 Properly submitted Proposals will be opened publicly and the names of the Respondents, fees and prices will be read aloud.

1.6 POINT-OF-CONTACT: Kerstin Hancock, (512) 943-1546 or khancock@wilco.org and carbon copy purchase@wilco.org

1.7 EVALUATION OF PROPOSAL: The evaluation of the Proposals shall be based on the Respondent's actual Pre-Construction Phase Fee, Construction Phase Fee, General Conditions and other requirements as described in this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by the Owner as described in Section 1.2.

1.8 OWNER'S RESERVATION OF RIGHTS: The Owner may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and/or all Proposals and re-solicit for new Qualifications, or to reject any and/or all Proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

1.9 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Proposal in response to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that determination of the "best value" firm will require subjective judgments by the Owner.

1.10 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP shall be at the sole risk and responsibility of the Respondent.

SECTION 2 – SCHEDULE

The proposed project schedule is shown below. Notice to proceed is anticipated to be issued in August 2015 for preconstruction phase. Construction is anticipated to begin in the spring of 2016.

SECTION 3 – REQUIREMENTS FOR PROPOSAL

Respondents shall carefully read the information contained in the following criteria and submit a complete response to all questions in Section 3 formatted as directed in Section 4. Incomplete responses will be considered non-responsive. There are no HUB requirements at this time.

3.1 CRITERIA ONE: RESPONDENT'S SERVICES FOR THIS PROJECT

3.1.1 Provide a detailed list of all Preconstruction Services and Construction Phase Services you will provide to the Owner and the Architect/Engineer (A/E) on this Project.

3.2 CRITERIA TWO: REPONDENT'S PRICING AND DELIVERY PROPOSAL

3.2.1 Complete the attached "Pricing and Delivery Proposal Form".

Pricing and Delivery Proposal Form

Proposal of: _____
(Company Name)

Kerstin Hancock
Deputy Purchasing Agent
Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626

Project Name: **WILLIAMSON COUNTY GEORGETOWN ANNEX**

Having carefully examined all the requirements of the previously issued RFQ, this RFP, the Agreement Between Owner and Construction Manager-At-Risk that was attached to the previously issued RFQ, and any attachments to them, the undersigned proposes to furnish Construction Manager-At-Risk services as required for this Project on the following terms:

3.2.2 ESTIMATED CONSTRUCTION TIME: For Proposal purposes use a construction period of 18 months from start of construction to final acceptance.

3.2.3 RESPONDENT'S PROPOSED PRE-CONSTRUCTION PHASE FEE: The Respondent shall identify a Proposed Pre-Construction Phase Fee. Note that the fee shall not be less than $45,000. If a lower amount is written in the space a value of $45,000 shall be used in the calculation of the total.

Respondent's Proposed Pre-Construction Phase Fee **$_____**

3.2.4 RESPONDENT'S PROPOSED CONSTRUCTION PHASE FEE: Using the Anticipated Guaranteed Maximum Price (GMP) of $11,000,000, the Respondent shall identify a Construction Phase Fee:

Respondent's Proposed Construction Phase Fee **$_____**

3.2.5 RESPONDENT'S NOT-TO-EXCEED GENERAL CONDITIONS COST: A list of the items, at a minimum, to be included in the General Conditions Costs is included in Exhibit A.

Respondent's Proposed General Conditions Cost **$_____**

Total of Proposed Pre-Construction Phase Fee (Section 3.2.3), Proposed Construction Phase Fee (Section 3.2.4) and Proposed General Conditions Cost Amount Section (3.2.5): **$_____**

3.2.6 REMBURSABLE EXPENSES: Exhibit B, "Williamson County's Vendor Reimbursement Policy" outlines items that will not be reimbursed under the Pre Construction Phase Fee, as a Proposed General Conditions Cost or as a construction cost.

The following items will also not be reimbursable under the Pre Construction Phase Fee, as a Proposed General Conditions Cost or as a construction cost:

Ground breaking expenses
Ribbon cutting expenses
Field office set up
Drinking water
Field office supplies
Fields office cleaning
Field office fire safety and first aid equipment supplies
Field office window cleaning

3.2.7 ADDENDA: Receipt is hereby acknowledged of the following addenda to this RFP (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____ No. 6 _____

3.2.8 AWARD OF CONTRACT AND COMMENCEMENT OF SERVICES: The Respondent that has been identified by the Owner as the Respondent with the "best value" Proposal shall be able to commence services within five days of execution of the contract and shall begin services on the date stated by the Owner in a Notice to Proceed. The Owner reserves the right to accept or reject and all Proposals and to waive proposal irregularities. Proposals shall be valid and not withdrawn for a period of ninety (90) days from the date of opening thereof.

3.2.9 Respectfully Submitted and Certified By:

_____
(Name Respondent)

_____	_____
(Printed Name Authorized Signatory)	*(Title)*
_____	_____
(Authorized Signature)	*(Date)*

Exhibit A

Minimum items to be included in General Conditions Cost:

Project Superintendent
Safety Coordinator
Testing Services
Project Manager
Admin. Personnel
Document Reproduction (Shop Drawings Only)
Postage
Delivery Service
As Built Documents
Field Office
Project Fence
Temp. Walkways
Temp. Roads & Parking
Project Signs
Toilets
Photos
Temp. Protection
Field Office Equipment
Layout site work
Survey Services
CM Layout
Barricade/Guardrails
Dumpsters
Street Cleaning
Daily Jobsite Clean Up
Final Clean Up
Erosion Control
Storage Trailers
Telephone and Communications
Job Office Utilities
Temporary Electricity for Construction
Start-Up Electricity Billings
Trucks and Fuel for Supervisory Personnel
Misc.-Equip. Rental
Permits
Safety Services Fee
Field Office Delivery and Removal
Field Office Furniture and Equipment Rental

REV 6/26/15

EXHIBIT B

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.

3 <u>Lodging</u>

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.

4 **<u>Airfare</u>**

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.

5 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. <u>Other Expenses</u>

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

9. <u>Repayment of Nonreimbursable Expense.</u>

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. <u>Non-Reimbursable Expenses</u>

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 Hand tools
10.19 Safety Equipment (hard hats, safety vests, etc.)
10.20 Office supplies
10.21 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

SECTION 4 – FORMAT OF PROPOSALS

4.1 GENERAL INSTRUCTIONS

4.1.1 Proposals shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the Respondent's ability to meet the requirements of this RFP. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.

4.1.2 Proposals shall be a MAXIMUM OF FIFTY (50) PRINTED PAGES. The cover, table of contents, divider sheets, and Pricing and Delivery Proposal do not count as printed pages.

4.1.3 Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete Proposals will be considered non-responsive and subject to rejection.

4.1.4 Proposals and any other information submitted by Respondents in response to this RFP shall become the property of the Owner.

4.1.5 Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

4.1.6 The Owner makes no representations of any kind that an award will be made as a result of this RFP. The Owner reserves the right to accept or reject any and/or all Proposals , waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in Owner's best interest.

4.1.7 Proposals shall consist of answers to questions identified in Section 3 of the RFP. It is not necessary to repeat the question in the Proposals; however, it is essential to reference the question number with the corresponding answer.

4.1.8 Failure to comply with all requirements contained in this Request for Proposals may result in the rejection of the Proposals.

4.2 PAGE SIZE, BINDING, DIVIDERS AND TABS:

4.2.1 Proposals shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings or staples. DO NOT USE METAL-RING HARD COVER BINDERS.

4.2.2 Additional attachments shall NOT be included with the Proposals. Only the responses provided by the Respondent to the questions identified in Section 3 of this RFP will be used by the Owner for evaluation.

4.2.3 Separate and identify each criteria response to Section 3 of this RFP by use of a divider sheet with an integral tab for ready reference.

4.3 TABLE OF CONTENTS:

4.3.1 Submittals shall include a "Table of Contents" and give page numbers for each part the Qualifications.

4.4 PAGINATION:

4.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

Commissioners Court - Regular Session **47.**

Meeting Date: 07/14/2015

Approve RFP for CMAR Sheriffs Office Training Center

Submitted For: Max Bricka **Submitted By:** Connie Singleton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the form of the Construction Manager at Risk for Sheriff's Office Training Center and authorize the Williamson County Purchasing Agent to issue such Request for Proposals to five or fewer of the most qualified Respondents as a part of Step 2 of RFQ#15RFQ110.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

15RFP133

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	07/07/2015 11:43 PM
County Judge Exec Asst.	Wendy Coco	07/08/2015 11:46 AM
Form Started By: Connie Singleton		Started On: 07/07/2015 04:52 PM
Final Approval Date: 07/08/2015		

WILLIAMSON COUNTY
PURCHASING DEPARTMENT
901 S. Austin Ave.
GEORGETOWN, TEXAS 78626

http://www.williamson-county.org/Purchasing

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER-AT-RISK FOR SHERIFF'S OFFICE TRAINING CENTER

RFQ NUMBER: 15RFQ110

RFQ SUBMITTALS MUST BE RECEIVED ON OR BEFORE:
July 9, 2015 – 3:00 PM CST

RFQ SUBMITTALS WILL BE PUBLICLY RECOGNIZED:
July 9, 2015 – 3:00 PM CST

Sealed RFQ submittals must be hand-delivered or mailed to the address below:

Williamson County Purchasing Department
Attn: Kerstin Hancock
901 S. Austin Ave.
Georgetown, Texas 78626

GENERAL OVERVIEW:

Williamson County, being a political subdivision of the State of Texas (hereinafter sometimes referred to as "County" or "Owner") is seeking a Statement of Interest and Qualifications from experienced firms/teams to provide professional Construction Manager at Risk (CMAR) services for the Williamson County Sheriff's Office Training Center.

Williamson County intends to construct a new approximately 23,400 square foot training facility for the Williamson County Sheriff's Office and the proposed location for the facility will be 8032 Chandler Road near Hutto, Texas (sometimes referred to herein as the "Project").

The facility is anticipated to include at a minimum: classrooms, physical defense training area, locker rooms, weight training room, offices, recruiting office, break room, laundry room, driving simulation room, weapons simulation training room, garage space for specialized police tactical vehicles, armory and ammunition storage. The Project also includes all utilities, drainage, parking, roadways, landscaping and walkways necessary to complete the Project. The estimated budget for Project is $5,500,000.00.

The Construction Manager at Risk responsibilities include, but are not limited to, the guaranteed maximum price estimate, the Project construction schedule, coordination of building trades on site, quality assurance and overall construction sequencing.

The overall goal of the Project is to have a completed facility by the end of July 2017.

NOTE: RESPONSES must be time stamped at **Williamson County Purchasing Department Office** before the hour and date specified for receipt of responses. Qualifications must be submitted in an opaque envelope plainly marked with the RFQ name, number, recognition date and time, and the address of the entity submitting the response. **The response envelope should contain all of the items listed in Section 3.5.** A contract will

not be awarded on recognition day. The Williamson County Commissioners Court will only award after study and consideration of proposals following the second step of a two step selection process. Acceptance of responses shall not constitute or imply Williamson County's acceptance of the suitability of the respondent or response.

A mandatory pre-RFQ meeting will be held on June 22, 2015 at 8:00 AM CST, at the County Engineer's Office which is located at 3151 SE Inner Loop, Suite B, Georgetown, Texas. If a respondent submits to this Request for Qualifications, but does not attend the mandatory meeting, their RFQ submittal will not be accepted for evaluation.

Any questions or clarification requests must be emailed to the contact listed below:

Kerstin Hancock, Deputy Purchasing Agent
RFQ # 15RFQ110
901 S. Austin Ave.
Georgetown, TX 78626
khancock@wilco.org and carbon copy purchase@wilco.org

Question submittals must be made via email, and are due by 5PM CST on July 6, 2015.

All submitted questions with answers will be posted and updated on a daily basis to the Williamson County portal, http://wilco-online.org/ebids/bids.aspx

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SECTION 1

INTRODUCTION

1.1 Description of Williamson County

Williamson County (herein after the County) is located in a fast-growing area of central Texas just outside the city of Austin. The county seat is Georgetown.

1.2 Background and Special Concerns

A. Definition: A "construction manager-at-risk" is a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repairs of a facility at the contracted price as a general contractor and provides consultation to the County regarding construction during and after the design of the facility.

B. Architects and Engineers: Before selecting a construction manager-at-risk, the County has selected and designated an architect who shall prepare the construction documents for the Project and who has full responsibility for complying with, the laws relating to architectural and engineering services in Texas including, but not limited to the Texas Engineering Practice Act (Occupations Code Chapter 1001) and Occupations Code Chapter 1051, as applicable.

C. Trade Contractors and Subcontractors: A construction manager-at-risk shall publicly advertise and solicit either competitive bids or competitive sealed proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in general conditions. A construction manager-at-risk may seek to perform portions of the work itself if the construction manager-at-risk submits its bid or proposal for those portions of the work in the same manner (except at an earlier time to be determined by the County) as all other trade contractors or subcontractors and if the County determines that the construction manager-at-risk's bid proposal provides the best value for the County. The County's determination in such matters is final.

D. Receipt of Bids or Proposals: The selected construction manager-at-risk and the County shall receive and open all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process. All bids and proposals shall be made public within seven (7) days after the date of final selection.

E. Acceptance of Recommendations for Trade Contractors and Subcontractors: If the construction manager-at-risk reviews, evaluates, and recommends to the County a bid or proposal from a trade contractor or subcontractor, but the County requires a bid or proposal from another trade contractor or subcontractor to be accepted, then, pursuant to the terms of the Contract, the County shall compensate the construction manager-at-risk by a change in price, time, or guaranteed maximum cost for any additional cost and risk, which has been demonstrated to the County's satisfaction and as required by the Contract, that the construction manager-at-risk may incur because of the County's requirement that another trade contractor or subcontractor bid or proposal be accepted.

F. Scope, Schedule: Information about scope and schedule are contained in sections 5.2 and 5.3 herein below.

1.3 Objective

The objective is for the County to select a Construction Manager-at-Risk organization to provide pre-construction and construction phase services for the construction of the Sheriff's Office Training Center. By selecting the Construction Manager-at-Risk, it is the desire of the County to complete facilities as soon as possible, but no later than the end of July 2017.

SECTION 2

NOTICE TO RESPONDENTS

2.1 General

The County is accepting qualification submittals from firms interested in providing Construction Manager-at-Risk Services pursuant to Chapter 2269 Subchapter F., *Texas Government Code*, in accordance with the terms, conditions and requirements set forth in this Request for Qualifications ("RFQ"), RFQ # 15RFQ110. This RFQ provides sufficient information for interested parties to prepare and submit qualifications for consideration by the County.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

2.2 Submittal Deadline

The County will accept Qualification submittals until 3**:00 p.m. CST on July 9, 2015.** The RFQ submittals will be publicly recognized at 3:00 p.m. or soon thereafter in the Williamson County Purchasing Office, 901 South Austin Ave., Georgetown, TX 78626.

2.3 Williamson County Contacts

Any questions or clarification requests must be emailed to the contact listed below:

Kerstin Hancock, Deputy Purchasing Agent
RFQ # 15RFQ110
901 S. Austin Ave.
Georgetown, TX 78626
khancock@wilco.org and carbon copy purchase@wilco.org

Question submittals must be made via email, and are due by 5PM CST on July 6, 2015.
All submitted questions with answers will be posted and updated on a daily basis to the Williamson County portal, http://wilco-online.org/ebids/bids.aspx

The County specifically requests that Respondents restrict all contact and questions regarding this RFQ to the above named individuals.

2.4 Type of Contract

When the evaluation process is completed and the successful respondent is determined, award of contract will be made. The successful respondent shall be required to execute a formal contract/agreement at Williamson County's offices in Georgetown, Texas within ten (10) days after the contract is awarded by the Williamson County Commissioners Court. Said contract shall be in the same form as the Agreement Between Owner and Construction Manager-At-Risk (sometimes referred to herein as the "ensuing agreement", "resulting Contract", "contract/agreement" or the "Contract"), which is posted on the Williamson County vendor portal at the following link: http://wilco-online.org/ebids/bids.aspx. The only anticipated changes to the Agreement Between Owner and Construction Manager-At-Risk will be to include additional exhibits, to fill in blanks to identify the successful respondent, and add terms relating to the compensation, or to revise the Agreement Between Owner and Construction Manager-At-Risk to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. **Because the signed Agreement Between Owner and Construction Manager-At-Risk will be substantively and substantially derived from the Agreement Between Owner and Construction Manager-At-Risk posted on the Williamson County's vendor portal, all respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement Between Owner and Construction Manager-At-Risk *before* submitting a response to this RFQ.** Again, the Agreement Between Owner and Construction Manager-At-Risk contains important legal provisions and is considered part and parcel of this RFQ. Failure or refusal to sign aforesaid agreement shall be grounds for Williamson County to revoke any selection of the respondent, forfeit of such respondent's bid security, if applicable, and force the selection of another respondent.

In addition to the Agreement Between Owner and Construction Manager-At-Risk, the Uniform General Conditions for Williamson County are posted on the Williamson County vendor portal at the following link: http://wilco-online.org/ebids/bids.aspx. **All respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Uniform General Conditions for Williamson County *before* submitting a response to this RFQ.**

2.5 Inquiries and Interpretations

Responses to inquiries which directly effect an interpretation or change to this RFQ will be issued in writing by addendum (amendment) and will be posted on the Williamson County vendor portal at the following link: http://wilco-online.org/ebids/bids.aspx. All such addenda issued by the County prior to the time that submittals are received shall be considered part of the RFQ, and the Respondent shall be required to consider such addenda in its submittal.

Only those inquiries the County replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. It is the Respondent's responsibility to check with the Williamson County Purchasing Department prior to submitting its submittal to ensure that Respondent has 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

2.6 Public Information

The County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded.

Respondents are hereby notified that the County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

2.7 Contract Award Process

This is a two-step contract award process as provided by *Texas Government Code, Chapter 2269, Subchapter F*. This RFQ represents Step 1. Respondents are asked to submit all the information required by this RFQ, but **no pricing information is to be submitted in Step 1.** The County will evaluate qualifications based on the qualification criteria contained in this RFQ.

Step 2 will be a Request for Proposals (RFP) response requested from five or fewer selected finalists. The finalists will be required to submit additional information, including the Construction Manager-at-Risk's proposed fee and its price for fulfilling the General Conditions. The finalists may also be invited to an interview. Notice will be given to these selected respondents and their submission of this additional information will be required by a date determined by the County. Proposals will be publicly opened, and the names, fees and prices of the proposals submitted, read aloud.

If the County awards a contract, it will award the contract to the Respondent or Respondents that submits the proposal that offers the best value for the County based on the published selection criteria set forth in the RFQ and on its ranking evaluation. If the County determines that it is unable to reach a satisfactory agreement with the selected respondent, then the County will terminate discussions with the selected respondent and proceed to the next Respondent in order of selection ranking until a contract is reached or the County has rejected all Respondents. The County may not disclose any information derived from the Respondents submitted from competing offers in conducting such discussions. The County reserves the right to award a contract for all or any portion of the requirements proposed by reason of this request, award multiple contracts, or to reject any and all proposals if deemed to be in the best interests of the County.

2.8 STEP 1: Criteria for Qualification Evaluation

The Respondent(s) selected to submit proposals and asked to attend an interview will be selected solely based on the qualifications as presented in the response to this RFQ.

The criteria for evaluation of qualifications, and selection of the qualified respondent(s), will be based on the seven criteria listed below with a maximum total score of 35:

1) The Respondent's understanding of the Project and scope of work (5 points maximum).

2) The Respondent firm's demonstrated technical and management competence as a construction manager-at-risk on projects of similar size and complexity in Texas. List and describe a maximum of 10 projects for which your firm has provided/is providing construction management-at-risk services in the last ten years in Texas which are similar or more complex. For each of the listed projects, provide the following information: construction cost, completion date, approximate percentage of total cost of work that was self-performed, Owner's contact person and telephone number, and the name and telephone number of the project architect. (5 points maximum)

3) The qualifications and experience of the team members proposed for the Project for Respondent, especially highlighting experience with construction manager-at-risk projects. Include a proposed organizational chart for the Project with clear lines of authority and responsibilities shown. (5 points maximum)

4) The Respondent's history of completing projects on time. (5 points maximum)

5) The Respondent's history of completing projects within budget. (5 points maximum)

6) Qualifications, knowledge and experience with subcontractors in and around Central Texas. (5 points maximum)

7) The Respondent's quality assurance program. (5 points maximum)

Consideration may also be given to any additional information and comments at each selection phase if they should increase the benefits to Williamson County.

2.9 STEP 2: Criteria for RFP and Interview Evaluation

DO NOT SUBMIT ANY INFORMATION AT THIS TIME FOR STEP 2. REQUEST FOR PROPOSALS (RFP) RESPONSES WILL BE REQUESTED FROM FIVE OR FEWER SELECTED FINALISTS FOLLOWING THE COMPLETION OF STEP 1.

The Respondent ultimately selected to enter into negotiations for CMAR services for the Project will be selected based on the RFP and interview scores. The RFP and interview evaluation scoring will be based on the seven criteria listed below with a maximum total score of 35:

1. Price. Points awarded for price shall be calculated as follows: Respondent's price (respondent's proposed fee and its price for fulfilling the General Conditions) divided by the lowest price of all respondents multiplied by 5. In accordance with such method of calculation, the respondent that proposes the lowest price will receive 5 total points for price and the remaining respondents will receive points based upon the price differential between such respondent's price and the lowest price proposed (5 points maximum)
2. (Interview) Respondent's CMAR experience with similar projects and size (5 points maximum)
3. Project Manager experience (5 points maximum)
4. Project Superintendent experience (5 points maximum)
5. Post Construction / Warranty Assurance (5 points maximum)
6. Staff's availability to work County's project (on County's requested timeline with other current/potential County projects and considering prior/current commitments to respondent's other customers) (5 points maximum)
7. Past performance with Williamson County (5 points maximum)

2.10 Respondent's Acceptance of Evaluation Methodology

Submission of qualifications indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by the County during the determination of qualification.

2.11 Commitment

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for the County and that the County has made no representation, written or oral, that any such requirements be furnished under a contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost

borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

2.12 Key Events Schedule:

Mandatory Pre-RFQ Meeting	**June 22, 2015**
Question submittal deadline	**July 6, 2015**
Receive RFQ submittals	**July 9, 2015**
Review; Interview Short List created	**July 16, 2015**
Send RFP to finalists on short list	**July 16, 2015**
Receive RFP submissions	**July 21, 2015**
Interviews/Presentations	**July 22, 2015**
Commissioners Court Approval of CMAR	**August 2015**

2.13 Eligible Respondents

Only individual firms or lawfully formed formal business organizations authorized to do business in Texas may apply, unless, if the Respondent does not meet the foregoing criteria, the Respondent states in writing to the County that, if awarded the contract, it will lawfully form a formal business organization authorized to do business in Texas in a timely manner so as not to delay the Project. Any associates will be disqualified. (This does not preclude an applicant from having consultants.) The County will contract only with individual firms or formal organizations authorized to do business in the State of Texas such as a) joint ventures, b) limited liability corporations, c) partnerships, or d) corporations who are properly licensed pursuant to any regulations, rules and requirements of the State of Texas.

SECTION 3

SUBMITTAL REQUIREMENTS

3.1 General Instructions

A. Respondents should carefully read the information contained herein, and submit a complete response to all requirements and questions as directed.

B. Submittals and any other information submitted by Respondents in response to this RFQ shall become the property of the County.

C. The County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit qualifications and other submittal information in response to this RFQ at their own risk and expense.

D. Submittals which are qualified with conditional clauses, or alterations, or items not called for in the RFQ documents, or irregularities of any kind are subject to disqualification by the County, at its option.

E. Each submittal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFQ and the potential RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs.

F. The County makes no guarantee that an award will be made as a result of this RFQ or any subsequent RFP, and reserves the right to accept or reject any or all submittals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or resulting RFP or contract when deemed to be in the County's best interest. Representations made within the qualifications submittal and any subsequent proposal will be binding on responding firms. The County will not be bound to act by any previous communication or submittal submitted by the firms other than this RFQ.

G. Failure to comply with the requirements contained in this RFQ may result in a finding that the respondent is not qualified and is ineligible to submit a proposal in response to any subsequent RFP.

H. Only individual firms or formal joint ventures may apply. Two firms may not apply jointly unless they have formed a joint venture. Any associates will be disqualified. (This does not preclude an applicant from having consultants.)

I. When five related projects are requested, do not list more than five. When up to three project examples are requested, do not list more than three.

J. On Tuesday, November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by the County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest. A blank copy of this affidavit can be found in Section 8 of this RFQ package. Respondents should complete this form and submit it as a part of their response to this RFQ.

3.2 Preparation and Submittal Instructions

A. Respondents must complete, sign and return the attached Execution of Offer, Section 6, as part of their qualifications submittal response. Submittals must be signed by Respondent's company official(s) authorized to commit such submittals. Failure to sign and return these forms may subject your submittal to disqualification.

B. Responses to this RFQ should consist of answers to the seven **Evaluation Criteria listed in Section 2.8**. It is not necessary to repeat the question in your response; however, it is essential that you reference the question number with your response corresponding accordingly. In cases where a question does not

apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/A or N/R.

C. Page Size, Binders and Dividers

Submittals must be typed on letter-size (8-1/2" x 11") paper. The County requests that submittals be bound, but no 3-ring binders, please. Pre-printed material should be referenced in the submittal and included as labeled attachments. Sections should be divided by tabs for ease of reference. Number each side of each page consecutively, including letter of interest, brochures, licenses, resumes, supplemental information, etc. **Submittals should be limited to 50 pages.**

D. Table of Contents

Include with the submittal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the submittal as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.

E. Pagination

All pages of the submittal should be numbered sequentially within each section in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.

F. Number of Copies

Submit a total of **seven (7)** complete sets of the entire response. An original signature should appear on the Execution of Offer (ref. Section 6) on at least **one (1)** copy submitted. The submittals should be marked "original" or "copy". **Also, submit one (1) thumb drive of your firm's complete Qualifications submittal.**

G. Submission

1. Submit **one (1)** Original Signed Response with **six (6)** identical copies that include any supplemental printed material referenced with the RFQ. Responses to this RFQ must be received in the County Purchasing Office on or before the time and date specified, pursuant to the Notice to Respondents (ref. Subsection 2.2). Sealed RFQ responses may be hand-delivered or mailed to:

   Williamson County Purchasing Department
   Attn: Kerstin Hancock
   901 S. Austin Ave.
   Georgetown, TX 78626

NOTE: The Request for Qualifications name, number, and submittal date and time should appear in the lower left-hand corner of your sealed submittal envelope (box/container). If an overnight delivery service is used, the RFQ name, number, and submittal date and time should be clearly marked on the outside of the delivery envelope (box/container).

2. The materials submitted must be enclosed in a sealed envelope (box or container); the package must show clearly the submittal deadline; the RFQ number must be clearly visible; and name and the return address of the Respondent must be clearly visible.

3. Late submittals will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc. Late submittals will not be considered under any circumstances.

4. Telephone submittals are not acceptable when in response to the Request for Qualifications.

5. Facsimile ("FAX") submittals are not acceptable when in response to this Request for Qualifications.

3.3 Bonding

Attach a letter of intent from a surety company indicating the applicant's bond ability for this Project. The surety shall acknowledge that the firm may be bonded for the Project up to an amount of **$5,500,000.00**. Bonding requirements are set forth in section 4 of this RFQ.

3.4 Pricing

Submittals for this RFQ **shall <u>not</u> include fees, pricing, or other compensation.** Such information will be solicited in Step 2 from firms that have made the short list of Respondents.

3.5 Submittal Checklist

Firms are instructed to complete, sign and return the following documents as a part of their submittal. Failure to return these documents may subject your submittal to disqualification.

Bonding letter (ref. Section 3.3)
Signed and Completed Execution of Offer (ref. Section 6)
Responses to the seven Evaluation Criteria listed in Section 2.8
Williamson County Conflict of Interest Statement (ref. Section 3.1 (K) and Section 7)

SECTION 4

GENERAL TERMS AND CONDITIONS

4.1 Compliance with Law

Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all laws and regulations and executive orders as are applicable.

4.2 The County's Right to Audit

Successful Respondent agrees that Williamson County or its duly authorized representatives shall, until the expiration of four (4) 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.

4.3 Access to Documents

To the extent applicable to this procurement, in accordance with Public Law 99-499 under TEFRA, Respondent agrees to allow, during and for a period of not less than four (4) years after the contract term, access to the contract and its books, documents, and records; and contracts between Respondent and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

4.4 Insurance and Bonds

The Successful Respondent that is ultimately awarded the contract may be referred to in this Section 4 as the "Contractor" and the County may be referred to in this Section 4 as the "Owner".

4.4.1 Insurance

A. Contractor shall carry insurance in the types and amounts indicated in this section for the duration of the Project, which shall include items owned by Owner") in the care, custody and control of Contractor prior to, during construction and during the warranty period. 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 Between Owner and Construction Manager-at-Risk, as proof of continuing coverage. Acceptance of the insurance policy declaration pages by the Owner shall not relieve or decrease the liability of the Contractor. Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

B. Unless otherwise provided for in the Contract Documents, the Contractor shall provide and maintain, until the Work covered in the Agreement Between Owner and Construction Manager-at-Risk is completed and accepted by the Owner, the minimum insurance coverages 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
1. Worker's Compensation	Statutory
2. 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

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

COVERAGE	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

4. 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	

5. Builder's Risk Insurance (all risks)

   An all risk policy, in the amount equal at all times to 100% of the Contract Price or 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 its 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:

   a. 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.

   b. 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 the Contract Documents. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

7. Umbrella coverage in the amount of not less than $5,000,000.

C. 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 the Project.

D. All policies provided by the Contractor must provide as follows:

1. that the policy 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 the Owner;
2. 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 Between Owner and Construction Manager-at-Risk;
3. that the Owner, 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 contract with the Owner (this provision is not applicable to the workers' compensation policy);
4. that the workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Owner.

E. Workers' Compensation Insurance Coverage:

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 Project.

(2) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

c. The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

e. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

(1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner 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 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 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 who 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 certificate of coverage on file for the duration of the Project and for one year thereafter;

(6) notify the Owner in writing by certified mail or personal delivery, within 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 the Agreement Between Owner and Construction Manager-at-Risk 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 on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement Between Owner and Construction Manager-at-Risk void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

F. If insurance policies are not written for the amounts specified in this section, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

G. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement Between Owner and Construction Manager-at-Risk, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor’s bid bond.

H. Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this section.

I. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. 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 $75,000 in the Contractor’s insurance must be declared and approved in writing by Owner in advance.

4.4.2 Bonding

1. Respondent shall provide evidence satisfactory to Owner of bonding capacity in the total estimated maximum amount of the Agreement Between Owner and Construction Manager-at-Risk along with Respondent’s response to this Request for Qualifications.

2. Performance and Payment Bonds are to be executed within ten (10) days of execution of the Guaranteed Maximum Price (GMP). 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 must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code.

   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. Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner, and on the Owner's form. If any bond is for more than 10 percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusted to do business in the State. A reinsurer may not reinsure for more than 10 percent of its capital and

surplus. If a surety upon a bond loses its authority to do business in the State, the Respondent shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the Owner.

4. Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

5. Each bond with a penal sum in excess of $100,000 shall be executed by a corporate surety or sureties listed on the then-current version of U.S. Treasury Department circular 570 and which hold a certificate of authority from the U.S. Secretary of the Treasury as a surety, or obtain reinsurance from a reinsurer authorized as a reinsurer in Texas and which is listed on the then-current U.S. Treasury Department circular 570 and holds a certificate of authority from the U.S. Secretary of the Treasury as a surety or reinsurer.

6. Security Bond: The Contractor will be required upon execution of the Agreement Between Owner and Construction Manager-at-Risk, to execute a Security Bond in the amount of 5% of the Construction Cost Limitation.

4.5 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by Respondent for the performance of services associated with and pertinent to the resultant Contract shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of Williamson County or the State.

4.6 Non-Disclosure

Respondent and the County acknowledge that they or their employees may, in the performance of the resultant contract/agreement, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Respondent or the County, unless (i) required by law, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

4.7 Publicity

Respondent agrees that it shall not publicize this potential contract/agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the County's employees or use the County's name in connection with any sales promotion or publicity event without the prior express written approval of the County.

4.8 Assignment

The potential agreement with Respondent resulting from this RFQ is a personal service contract for the services of Respondent, and Respondent's interest in such agreement, duties thereunder and/or fees due thereunder may not be assigned or delegated to a third party. The benefits and burdens of such agreement are, however, assignable by the County.

4.9 Assignment of Overcharge Claims

Respondent hereby assigns to the County any and all claims for overcharges associated with the contract/agreement arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq. (1973), or arising under the antitrust laws of the State of Texas, Texas Business and Commerce Code Annotated, Sec. 15.01, et seq. (1967).

4.10 Patent and Copyright

Respondent shall pay for any royalties, license fees, copyrights or trade and service marks required to perform the services required by any resulting contract/agreement.

4.11 Texas Public Information Act

The County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq) after a contract is awarded.

Respondents are hereby notified that the County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General regarding the disclosure of RFQ/RFP information.

4.12 Freedom of Access and Use of Facilities

Respondent's employees shall have reasonable and free access to use only those facilities of the County that are necessary to perform services under a resulting Contract and shall have no right of access to any other facilities of the County.

4.13 Observance of the County Rules and Regulations

Respondent agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, and parking and security regulations.

4.14 Section Headings

All section headings are for convenience of reference only and are not intended to define or limit the scope of any provisions of this RFQ.

4.15 Venue and Governing Law

By responding to this RFQ, Respondent agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFQ and/or resulting contract/agreement shall lie exclusively in Williamson County, Texas, and the Respondent hereto expressly consents and submits to such jurisdiction. Furthermore, except to the extent that the RFQ and any resulting contract/agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules

4.16 Termination for Convenience

The County may terminate any resulting contract/agreement for convenience and without cause or further liability upon thirty (30) days written notice to the selected respondent. In the event of such termination, it is understood and agreed that only the amounts due to selected 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 County's termination of this Agreement for convenience.

4.17 Non-Appropriation and Fiscal Funding

The obligations of the County under any resulting contract/agreement does 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 County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

4.18 Payment, Interest and Late Payments

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify the selected respondent of the discrepancy. Following County's notification of any discrepancy as to an invoice, the selected respondent must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

4.19 No Waiver of Immunities

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

4.20 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 RFQ or any resulting contract/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 consent to, waiver of or excuse for any other, different or subsequent breach.

SECTION 5

SPECIFICATIONS

5.1 General

Williamson County is seeking a Statement of Interest and Qualifications from qualified and experienced firms/teams with experience in the type and scale of construction necessary to provide professional Construction Manager at Risk (CMAR) services for the Project. The Construction Manager-at-Risk will be responsible for the guaranteed maximum price estimate, the Project construction schedule, coordination of building trades on site, Quality Control, Quality Assurance and overall construction sequencing.

5.2 Specifications/Scope of Work/Description of Project

Williamson County intends to construct a new facility to the highest industry standards using industry's "best practices". The new facility is an approximately 23,400 SF training facility for the Williamson County Sheriff's Office. The proposed location for the facility will be 8032 Chandler Road near Hutto, Texas.

The facility is anticipated to include at a minimum: classrooms, physical defense training area, locker rooms, weight training room, offices, recruiting office, break room, laundry room, driving simulation room, weapons simulation training room, garage space for specialized police tactical vehicles, armory and ammunition storage. The Project also includes all utilities, drainage, parking, roadways, landscaping and walkways necessary to complete the Project.

5.3 Delivery

A. Notice to Proceed is anticipated to be issued in August 2015. The Project is anticipated to be complete in July of 2017.

B. Time will be of the essence in the performance of Respondent's duties. Failure of the Respondent to notify the County sufficiently in advance of inability to complete within the delivery schedule, shall grant the County the option of canceling the order, purchasing from the best available source, and charging the Respondent the difference between the Contract price and actual purchase, if any, plus cost of handling. Notwithstanding the foregoing, the County shall have no obligation to accept late performance or to waive timely performance by Respondent.

5.4 Outline of Required Construction Manager at Risk Services

OUTLINE OF REQUIRED CONSTRUCTION MANAGER AT RISK SERVICES
(All services provided are to be performed in conjunction with the A/E and Owner).

Pre-construction

- Review in-progress design and construction documents
- Assist Architect with development of budget estimate
- Assist Architect with bid process and evaluating bids
- Prepare for temporary facilities
- Establish guidelines for services shared between contractors
- Obtain permits for construction
- Assist architect with completion of construction documents
- Evaluate materials and equipment recommended for the Project

Administration

- Provide on-site job trailer, temporary fencing, temporary utilities, and other services as appropriate
- Schedule, conduct, and report with the architect on weekly meetings with contractors
- Require safety programs and certificates of insurance from contractors
- Monitor and supervise safety programs of contractors, verify compliance with laws and regulations
- Review all shop drawings and submittals from all contractors
- Keep records of all documents at the job site, including red line changes

- Organize, run, and keep minutes of all meetings with contractors

Construction Scheduling

- Complete anticipated Project schedule
- Review Owner's anticipated opening date and supervise construction schedule
- Sequence schedule to support contract documents and approved Project Schedule and recommend any necessary corrective actions
- Coordinate and expedite the ordering and delivery of materials, especially those requiring a long lead time
- Revise construction schedule as needed

Construction Cost

- Complete accounting records of work performed on the Project
- Review all pay requests and process for payment through architect
- Review and prepare summary application for payment based on the Contractors' Certificate of Payment and material vendors' invoicing
- Coordinate change orders, verify contractors' estimates as reasonable and accurate, secure owner's approval before change order work is completed

Construction Administration

- Administer construction contracts prepared by the county
- Monitor performance of contractors
- Coordinate necessary testing services
- Coordinate interpretation of the meaning and intent of drawing and specification and assist in resolution of questions
- Record progress of Project
- Compile all product data, samples, warranties, owner manuals, red line drawings, keys, maintenance stock, extra materials, and other information or materials to be provided to owner
- Verify appropriate training and in-service has been provided by contractors for owner
- Supervise contractors' final testing and start up of utilities, operations systems and equipment
- Coordinate Project completion, punch lists, final payments, and substantial completion with architect and owner

Full Time On-Site Supervision

- Experienced Construction Field Superintendent on site daily, every work day, to monitor work and progress of the Project
- Manage contractor performance
- Visual inspections of workmanship and special inspections as needed to verify quality of work, and maintenance to specifications
- Written progress reports to Owner and Architect submitted weekly during contractor meetings
- Arrange for delivery and storage of all material purchased by Owner
- Monitor and enforce Owner construction conditions
- Coordinate contract scheduling, monitor contractor labor force, verify delivery of contractor materials

Disputes and Resolution

- Assist Owner and Architect with review and management of claims
- Mediate conflicts between Contractor and Owner, if necessary
- Mediate conflicts between Architect and Owner, if necessary

Project Close Out

- Observe testing and start-up of utilities and equipment
- Walk through and prepare "punch list" with owner, architect and consulting engineers
- Participate in final inspection with Owner and Architect
- Prepare equipment operational manuals and provide preventive maintenance plan
- Supervise completion of punch list items

5.5 **Miscellaneous Provisions**

A. Personnel

Respondent shall maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Contract.

1. Respondent shall assign to the County a designated representative who will be responsible for the coordination and administration of the County's requirements.

2. The County will insist that the superintendent be on the job full time (all day / all working days) from the start of construction through substantial completion. After substantial completion, on-site respondent supervision will be required at any time work is under way at the site.

B. Project Execution

Except as otherwise set forth in the Agreement Between Owner and Construction Manager-at-Risk and other Contract Documents, the County shall provide or contract for, independently of the construction manager-at-risk, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the facility by the County.

SECTION 6
EXECUTION OF OFFER
RFQ NUMBER: 15RFQ110

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE RESPONDENT'S SUBMITTAL OF QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS AT THE COUNTY. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE COUNTY'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

1. By signature hereon, Respondent acknowledges and agrees that (1) this RFQ is a solicitation for qualifications and is *not* a contract or an offer to contract; (2) the submission of qualifications by Respondent in response to this RFQ will *not* create a contract between the County and Respondent; (3) the County has made no representation or warranty, written or oral, that one or more contracts with the County will be awarded under this RFQ; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFQ.

2. By signature hereon, Respondent offers and agrees to furnish to the County the products and/or services more particularly described in its qualifications, and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.

3. By signature hereon, Respondent affirms that Respondent has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted qualifications.

4. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.

5. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

6. By signature hereon, Respondent represents and warrants that:

    a. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;

    b. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;

    c. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;

    d. Respondent understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;

    e. Respondent, if selected by the County, will maintain insurance as required by the Contract;

f. All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Respondent acknowledges that the County will rely on such statements, information and representations in selecting the Successful Respondent. If selected by the County as the Successful Respondent, Respondent will notify the County immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

7. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements which may result from the submission of Respondent's qualifications.

8. By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 111.2.

9. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of the County of Texas component, or Respondent has not been an employee of the County of Texas component within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the County entering into any contract with Respondent.

10. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (ref. Section 2155.004 *Texas Government Code*).

11. Respondent represents and warrants that all articles and services quoted in response to this RFQ meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

12. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

13. **BY SIGNATURE HEREON, RESPONDENT AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS WILLIAMSON COUNTY AND THE STATE OF TEXAS, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF RESPONDENT IN THE EXECUTION OR PERFORMANCE OF ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS.**

14. By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements which may result from the submission of Respondent's qualifications will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to Williamson County and/or the State of Texas.

15. By signature hereon, Respondent understands and acknowledges that should there be any conflict between the terms of this RFQ and the terms of the Contract Documents, which includes all documents defined as "Contract Documents" in the Agreement Between Owner and Construction Manager-at-Risk, the terms and conditions of the Contract Documents shall control.

Please complete the following:

Respondent's VIN No: _____

Respondent's FEI No: _____

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Please identify each person who owns at least 25%of Respondent's business entity by name:

_____
Name

_____
Name

_____
Name

_____
Name

Submitted and Certified By:

_____ _____
(Respondent's Name) (Authorized Signature)

_____ _____
(Date) (Printed Name/Title)

_____ _____
(Telephone Number)

_____ _____
(Street Address) (Facsimile Number)

_____
(City, State, Zip Code)

SECTION 7

Conflict of Interest Questionnaire

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED

For Respondent or other person doing business with local government entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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.

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.

OFFICE USE ONLY

1. Name of person doing business with local governmental entity.

2. ☐ Check this box is you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE - CONTINUED
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH RFQ

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**

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_____

Commissioners Court - Regular Session **48.**

Meeting Date: 07/14/2015

Merchant Credit Card Services Extension Agreement

Submitted By: Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding extending Williamson County Bid #13RFP00112 Merchant Credit Card Services with Certified Payments for the contract period beginning October 1, 2015 through September 30,2016 for the same pricing, terms and conditions as the existing contract.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement to Extend

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	07/08/2015 10:51 PM
County Judge Exec Asst.	Wendy Coco	07/09/2015 08:54 AM
Form Started By: Brenda Fuller		Started On: 07/08/2015 08:54 AM
Final Approval Date: 07/09/2015		

WILLIAMSON COUNTY
1848

AGREEMENT TO EXTEND WILLIAMSON COUNTY BID/PROPOSAL

MERCHANT CREDIT CARD SERVICES

#13RFP00112

CERTIFIED PAYMENTS wishes to extend Proposal 13RFP00112 with Williamson County for the same terms and conditions as the existing contract for the contract period beginning October 1, 2015 through September 30, 2016.

BY SIGNATURE BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor: Certified Payments No. 1, Ltd
Certified Payments, Inc. GP

Name Michael Bradford

Title Operations, Vice President

Signature _____

Date 7/2/15

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) originals must be submitted

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE

I hereby swear, affirm and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the terms and conditions for bid/proposal Merchant Credit Card Services, #**13RFP00112** and any extension thereof, if applicable.

Printed name of person submitting affidavit: Michael Bradford

Name of Company:

Certified Payments

Date: 7 2, 2015

Signature of person submitting affidavit: _____

Notarized:

On this, the 2nd day of July, 2015, before me a notary public, the undersigned officer, personally appeared Michael Bradford, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal. Rebecca D. Lefan

REBECCA D. LEFAN
Notary Public, State of Texas
My Commission Expires
July 23, 2017

Two (2) originals must be submitted

Commissioners Court - Regular Session **49.**

Meeting Date: 07/14/2015

Award of Continuity of Operations Plan (COOP) and Emergency Operations Plan (EOP) Consulting Service and Planning Software

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP#15RFP121, Continuity of Operations Plan (COOP) and Emergency Operations Plan (EOP) Consulting Service and Planning Software for Williamson County to the best proposal received, Bold Planning.

Background

After in depth evaluation the Selection Committee recommends the contract be awarded to the highest scoring proposer, Bold Planning. After it was determined that both responsive vendors met all mandatory requirements the Committee scored according to criteria set forth in the RFP. Additional clarification was requested from both proposers. Once received, the Committee scored both propsals. Bold Planning reached the highest score. References of the highest scored proposer were also contacted and checked out positive.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

scoring summary

signed contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/09/2015 08:54 AM
Form Started By: Kerstin Hancock		Started On: 07/08/2015 11:29 PM
Final Approval Date: 07/09/2015		

Continuity of Operations Plan (COOP) and Emergency Operations Plan (EOP) Consulting Service and Planning Software for Williamson County
15RFP123

EVALUATION SUMMARY
1st meeting on 6/5/2015 9:00AM; 2nd meeting on 6/19/2015
10:30AM

Name of Proposers

	Evaluation Criteria	Possible Percent	Bold Planning	Recovery Planner	Comments first evaluation meeting 6/5/2015	After clarifications have been received from both vendors comments second evaluation meeting 6/19/2015
1	Total Cost (Total Cost of Project)	40	35	20	Bold Planning costs less over 5 years, better pricing model; email to Bold to clarify if training cost submitted in proposed includes travel cost; email to Recovery Planning to clarify if training cost submitted in proposal includes travel cost, licensing model and cost, additional details regarding Training, Exercises and support per section 60-63 in RFP	Both companies included travel in their proposed cost; Recovery Planner help desk support is limited to only 6 individuals; After additional clarification Bold Planning still better pricing model; Recovery comparable training but further increases proposed cost
2	Implementation Plan	20	20	15	Bold Planning provided detailed implementation plan (project phases, project tasks, hours, costs)	Recovery Planner provided only high level implementation outline regarding project tasks etc… implementation plan was not as detailed as Bold Planning's
3	Qualifications	20	18	5	Bold Planning provided detailed breakdown of staff and their functions and qualifications, Bold in business since 2004; Recovery Planning did not provide breakdown of resources and their experience, neither company provided Texas clients	
4	Ability of vendor to deliver the service	20	20	15	Bold Planning - is providing platform and service as specified; Recovery Planner is only providing platform and minimal service; did not sufficiently respond to table top exercises, mid-term workshop, did not discuss plan review.	Bold has more streamlined process execution of deliverables; Recovery Planner has the ability to provide more than minimal service but not without adding additional cost
	TOTAL POINTS	**100**	**93**	**55**		

Continuity of Operations Plan (COOP) and Emergency Operations Plan (EOP) Consulting Service and Planning Software for Williamson County
15RFP123

Three proposals were received, two of which were responsive. The proposal received from RFD was unresponsive as the company bid a solution which did not comply with the County's RFP specifications, nor did it conform to the format as outlined in the RFP. After determining that Bold Planning would be the highest scoring proposer, 5 references were contacted and 3 responses were received and checked out positively.

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR PURCHASE & MAINTENANCE OF SYSTEM SOFTWARE FOR CONTINUITY OF OPERATIONS PLAN (COOP) AND EMERGENCY OPERATIONS PLAN (EOP) COUNSULTING SERVICE AND PLANNING (BOLDplanning Software - 15RFP00121)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are 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 BOLDplanning, Inc., a Tennessee corporation a/k/a BOLDplanning (hereinafter "Service Provider"), with principal offices located at 4515 Harding Pike #325, Nashville, TN 37205. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational goods and services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself 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. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this

agreement. 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 Service Provider or failure to act relating to the services being provided. Service Provider 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 Service Provider perform on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement 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: Service Provider may not assign this contract.

IV.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached **Response/Price Quote and related detail**, dated June 2, 2015 and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement for installation and delivery is $68,800.00 (tentatively, $33,000.00 in FY2015 and $35,800.00 in FY2016), unless amended by a change order and approved by the Williamson County Commissioners Court.** There are also on-going support & hosting services. The County reserves the right to opt-out of a phase or move a phase to a subsequent fiscal year, as needed. Payments will be made in accordance with the following general payment plan, although the full amount may be invoiced if all milestones set below have been accomplished:

Payment Event	Cost Payable
Setup, Implementation & Configuration (completion of setup and software installation)	Billed upon completion of applicable phase

Delivery of the Licensed Software	Billed upon completion of applicable phase and cost of software modules
Testing & Training (all inclusive – included in pricing)	Included in pricing, with optional workshop or tabletop exercise as quoted
Support & Hosting Based on *annual* billing after October 1, 2015 for following fiscal year(s) at $10,800 per year, although FY2016 is contemplated to be pro-rated December, 2015 to September 30, 2016 for $9,000	Annual billing starting October 1, 2015 as quoted

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The 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 The 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 The 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.

VI.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the attached:

1) Request for Proposal No. 15RFP00121 (and addenda);

2) Service Provider's Response/Price Quote & related detail;

3) Service Provider's "Master Services Agreement" (with the exception of terms conflicting with 15RFP00121);

4) Service Provider's "End-User Sublicense Agreement"; and

5) any required insurance certificates for this project. All contract documents are incorporated herein as if copied in full.

VII.

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. 15RFP00121 (and addenda);

2) Service Provider's Response/Price Quote & related detail;

3) Service Provider's "Master Services Agreement" (with the exception of terms conflicting with 15RFP00121);

4) Service Provider's "End-User Sublicense Agreement"; and

5) any required insurance certificates for this project. All contract documents are incorporated herein as if copied in full.

VIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

IX.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

X.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving one ninety (90) days written notice thereof. In the event of termination, The County will only be liable for 90 days of recurring fees.

XI.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

XII.

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.

XIII.

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 X above.

XIV.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider 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 Service Provider reasonable advance notice of intended audits.

XVI.

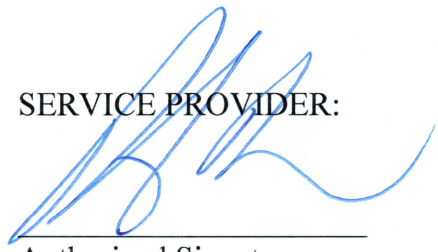
County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals this the _____ day of _____, 201___.

WILLIAMSON COUNTY:

_____
Authorized Signature

SERVICE PROVIDER:



_____
Authorized Signature

Commissioners Court - Regular Session **50.**

Meeting Date: 07/14/2015

Park Donations BA 07-14-2015

Submitted For: Melanie Denny **Submitted By:** Tanja Pettyjohn, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donations include $100.00 for a Memorial Tree in memory of Tamera Nix from the Metzger, Mundy, and Huppee families and $130.00 for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$230.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/09/2015 08:54 AM
Form Started By: Tanja Pettyjohn		Started On: 07/06/2015 01:46 PM
Final Approval Date: 07/09/2015		

Commissioners Court - Regular Session **51.**

Meeting Date: 07/14/2015

Park Donations BA 07-14-2015

Submitted For: Melanie Denny **Submitted By:** Tanja Pettyjohn, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Donations include $100.00 for a Memorial Tree in memory of Tamera Nix from the Metzger, Mundy, and Huppee families and $130.00 for firewood from various patrons.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$230.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/09/2015 08:54 AM
Form Started By: Tanja Pettyjohn		Started On: 07/06/2015 02:00 PM
Final Approval Date: 07/09/2015		

Commissioners Court - Regular Session **52.**

Meeting Date: 07/14/2015

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

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.
b) Discuss Pearson Road District.
c) Discuss North Woods Road District.
d) Discuss Kaufman Loop.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/09/2015 03:05 PM
Form Started By: Charlie Crossfield		Started On: 07/09/2015 10:36 AM
Final Approval Date: 07/09/2015		

Commissioners Court - Regular Session **53.**

Meeting Date: 07/14/2015

Executive Session

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

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: Inner Loop
f) Discuss the acquisition of real property: Neenah Blvd.
g) Discuss the acquisition of real property: CR 119
h) Discuss the Farm/Crop Leases for CR 119.
i) Discuss the acquisition of real property for County facilities
j) Discuss the acquisition of real property: CR 258
k) Discuss the acquisition of real property: Kruger property exchange (3901 CR 130 Hutto, TX)
l) Discuss the acquisition of real property: Southwest Seward Junction Loop
m) Discuss the acquisition of Easement interests on CR 240.
n) Discuss the acquisition of real property for CR 110 (all sections).

2. Property or Real Estate owned by Williamson County
a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss proposed sale of real estate on Inner Loop
c) Discuss proposed trade of real estate adjacent to Chandler Rd. and CR 130
d) Discuss proposed exchange of property with Mr. Kruger

3. Discuss the Agreement to Contribute ROW Funds (Fixed Price) with the Texas Department of Transportation regarding certain highway improvements on FM 112.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/09/2015 03:05 PM
Form Started By: Charlie Crossfield		Started On: 07/09/2015 10:29 AM
Final Approval Date: 07/09/2015		